

TRAVEL INSURANCE is highly recommended by Japan Holidays.

I/We wish to purchase Travel Insurance. Please forward the application form. Yes..... No.....

We do NOT wish to purchase Travel Insurance: Signature of passengers:.....
.....

We have purchased Travel Insurance elsewhere: Signature of passengers:.....

Frequent Flyer Company and Number :.....

WHAT HAPPENS NEXT?

Your personal Tour Consultant will send you an invoice, confirmation mail, details on insurance, and any other documents you have requested.

HOW DID YOU FIND OUT ABOUT JAPAN HOLIDAYS?

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Note: Balance payment is due no later than: 60 days prior to departure

All reservations will be confirmed by Japan Holidays by return invoice.

Declaration: *I/We have read and understand all the information contained in the brochure/flyer and agree to abide by the terms, conditions and responsibilities as outlined. All persons named on this form are fit to travel.*

Signature:..... Name:.....

Signature:..... Name:.....

Date:.....

**Please forward Booking Form to: Japan Holidays, PO Box 1175, Kingscliff, NSW 2487, Australia
Or Email scanned document to info@japanholidays.com.au or
tonyl@japanholidays.com.au or judyl@japanholidays.com.au**

JAPAN HOLIDAYS



TERMS & CONDITIONS OF BUSINESS

Japan Holidays Pty Ltd, ACN 126 792 916, ABN 67 520 167
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SUMMARY

This overview is merely a short summary of the contract below, for your ease of reading and convenience. The contract, which begins after the heading 'TERMS AND CONDITIONS', is a complete reflection of your rights and obligations, but please note:

- Deposits are not refundable and not Transferable.
- If you cancel your travel too close to the date of departure, we will charge a fee:
 - For Japan Holidays package tours, 100% of the price if cancelled less than 60 days before departure
 - For all other bookings, \$250 per person if cancelled more than 30 days before departure
 - For all other bookings, 100% of the price if cancelled less than 30 days before departure
- After confirmation of a quote we can still amend your itinerary, but each amendment carries an Amendment Fee of \$35, which will be added to your quote.

TERMS AND CONDITIONS

1) GENERAL PROVISIONS

- a) This document forms the basis of a Contract between You and Japan Holidays for the provision of travel services. It is important that You read this contract carefully, and understand your rights and obligations.
- b) You confirm Your understanding and acceptance of this Contract upon Confirmation by deposit under ((2)a). You agree that, at the time You make a payment under ((2)a) to Confirm your booking, We will begin the booking process and You will be required to pay the total amount (the Contract Price) in accordance with this contract.
- c) If You make a booking on behalf of any other person, you represent to Us that You have the authority to make a booking on their behalf and bind them to the terms of this Contract.
- d) Nothing in this contract is intended to exclude any guarantees under the Australian Consumer Law. If You are a consumer under the Australian Consumer Law, then:
 - i) Our services come with guarantees and protections that cannot be excluded under the Australian Consumer Law, and
 - ii) to the extent to which any provision of this contract is inconsistent with those guarantees and protections, such provisions of this contract do not apply.
- e) A reference in this contract to "We", "Us" or "Our" is a reference to Japan Holidays.

f) A reference in this contract to “You”, “Your” or similar is a reference to the Customer.

2) PAYMENTS, DEPOSITS AND OTHER FEES

a) We require a non-refundable deposit to be paid to Us in order to Confirm Your booking.
Your booking will be Confirmed only when We have received:

(i) For all escorted tours, \$600 per person;

(ii) For all individual itineraries, \$250 per person or 20% deposit, whichever is the larger amount;

(iii) For sole accommodation Bookings, \$50 per booking or 20% whichever is the larger amount

(b) Cheques are payable to: Japan Holidays Pty. Ltd., PO Box 1175Kingscliff NSW
2487

b) Direct deposits are payable to:

Japan Holidays Pty. Ltd.

Westpac Bank

BSB 034-034

Acc# 265942

c) Visa and MasterCard facilities are available upon request, and will attract an additional fee of 2% of the Contract Price and Amex 3%.

d) Japan Holidays is not liable for Your failure to pay any deposit; failure to pay a deposit may result in Your travel arrangements being cancelled.

e) If, for any reason, an initial part payment or final balance is not received by Japan Holidays on its due date, Japan Holidays reserves the right to treat Your booking as cancelled under this contract.

f) After Confirmation is made under ((2)a), any changes You request will incur an Amendment Fee of \$35 per single amendment, to be added to the Contract Price. You are solely responsible for any additional amendment fees required by Us or any other party with regards to Your booking. These fees are on account of administrative expenses incurred by Us in changing Your tour after the point of Confirmation and are a genuine and reasonable estimate of Our expenses.

3) CANCELLATIONS AND REFUNDS

a) You are expected to honour all bookings made with Us, and you will be solely responsible for any cancellation penalties required by Us or any other party with regards to Your booking. Cancellation penalties are calculated as follows:

i) All deposits are not refundable or transferable.

ii) For Japan Holidays package tours, cancellations within 60 days prior to departure (including failure to commence the tour) will incur a cancellation fee of 100% of the Contract Price.

iii) For all other bookings, cancellations made up to 30 days prior to departure will incur a cancellation fee of \$250 per person.

iv) For all other bookings, cancellations made within 30 days prior to departure (including failure to commence the tour) will incur a cancellation fee of 100% of the Contract Price.

b) To the extent permitted by law, no refunds are available after the tour has commenced with respect to travel, accommodation, meals or any other services not utilised. Product

and service providers cannot authorise any refund on Our behalf.

4) BOOKING CHANGES

- a) If We are forced to change Your booking, or any part thereof, for any reason beyond Our control We reserve the right to vary Your itinerary in good faith and with advance notice to you, including notice of any change in the Contract Price.
- b) In the event that after one or more changes under ((4)a) Your tour has become materially different from the tour contemplated before the changes were effected, upon mutual agreement to that effect between Us and You, You may request a re-arrangement or a refund of all monies paid less the non-refundable deposit and any charges levied by Our suppliers.
- c) In the event that We are forced to cancel Your tour for any reason beyond our control, we will offer you an alternative tour of a similar standard. If You do not accept this alternative tour, we will refund in full any monies already paid excluding the non-refundable deposit.

5) QUOTES AND THE CONTRACT PRICE

- a) You may request a Quote from Us by contacting Us in writing. This Quote provides only an estimate of the final Contract Price, until the Quote is Confirmed under ((2)a), at which point the price quoted becomes the Contract Price.
- b) In consideration of Us providing particular travel services to you, you agree to pay Us the Contract Price, varied in accordance with the provisions of this contract.
- c) You agree that we may vary the Contract Price at any time before You have paid the Contract Price in full, to the extent necessary to meet any increase in travel costs for reasons outside Our control, including airfares, fuel, government taxes, exchange rate fluctuations, or other taxes or tariffs related to Your travel.
- d) In order to provide a service to You, we require full and final payment of the Contract Price on or before a particular time. Payments must be made:
 - i) 60 days prior to the published departure date, for Japan Holidays package tours; or
 - ii) 30 days prior to the published departure date, for all other bookings.
 - iii) Bookings initiated after the above cut offs require full and final payment immediately at the time of Confirmation.
- e) Some activities or products have their own, stricter deposit regulations; in the event that any of these apply to you, you will be made aware at the time of booking.
- f) Upon cancellation of a booking, all deposits are forfeited.
- g) Tour, package and other prices listed on Our website are estimates only, are only for general informative purposes, and may not be completely up-to-date; the Contract Price is the only price payable to Us.

6) YOUR REQUIREMENTS

- a) International governments, airlines and officials can have numerous requirements for travellers. You are responsible for ensuring that you understand and meet all of these requirements.
- b) International travel requires a passport valid for at least 3 months after the return date of travel.

- c) Australian Passport holders will not require a visa to visit Japan for a stay of up to 90 days. Those not travelling on an Australian Passport may require a visa.
- d) All travellers on Japan Holidays staff-guided tours will be asked to complete a health/fitness questionnaire relevant to the planned tour at the time of booking. With regards to general health requirements, please contact your doctor or your nearest Travellers' Medical & Vaccination Centre.
- e) Travel insurance is not compulsory but is highly recommended. We strongly suggest You take out comprehensive travel insurance at the time of booking. We are a licensed provider of insurance schemes with Covermore, NIB Suresave Travel Insurance and QBE Travel Insurance.

7) LIABILITY

- a) We will not be liable to You in contract or in tort or otherwise for any damages or losses of profit resulting from, or arising in connection with, this contract or supply of goods and/or services to You, including any delay, breach of contract or negligent act or omission by Us, or Our employees, agents or any contractors.
- b) To the maximum extent permitted by law, You acknowledge and agree that We are not liable to You, under any circumstances, for any loss of enjoyment, opportunity, profit, savings, revenue or interest or any other consequential, indirect, incidental, special or punitive loss, costs, expenses or damage.
- c) Our liability to You for any loss, costs, expenses or damage arising from or in connection with this contract or supply of goods and/or services to You, including any delay, breach of contract or negligent act or omission by Us, or Our employees, agents or any contractors, is limited to an amount equal to the Contract Price.

8) THIS CONTRACT

- a) The laws of the State of Queensland, Australia shall govern this contract and any legal action arising therefrom shall be litigated only on the appropriate court having jurisdiction in that State.

Japan Holidays Pty Ltd is also accredited with AFTA – Member No 12332 and Australian Federation of Travel Agents- ATAS – Accreditation No A12258