

# BOOKING CONDITIONS

## Booking conditions

These conditions, together with any relevant brochure descriptions, form the client's contract with the Company. On receipt of your signed Booking Form and deposit we will accept your booking and send you a receipt and confirmation invoice. You should check this carefully and advise us of any discrepancies within 7 days.

Only from the date of this confirmation will a contract, based on these booking conditions, exist between you and all named people on the Booking Form, and Quest Japan (hereinafter referred to as "we", "us", or "the Company").

Your signature on the Booking Form confirms that you have read, understood and accepted these conditions. The contract is subject to Japanese Law and the jurisdiction of the courts of Japan.

## Payment for your tour

For bookings made more than 60 days prior to departure, a non-refundable planning fee of 40,000 Japanese yen must be sent to us with the Booking Form. The full balance of your account must reach us not later than 60 days prior to departure. For bookings made within 60 days of departure, the full balance must be paid with the Booking Form. We reserve the right to cancel your booking and/or claim any unpaid balance, including cancellation fees as specified below, if the balance of your account is not paid in full by the said due date.

## Tour cancellation – in case we cancel your tour

The Company's tours will normally only operate where the group reaches a minimum number.

We reserve the right to cancel your tour for any reason. Cancellations will not normally be made unless a situation arises which is beyond our control e.g. a natural disaster, adverse weather conditions, civil/political unrest and/or war, terrorism, industrial action, changes to scheduled transport services, sickness of the group leader. If we cancel your tour we will refund all monies you have paid to us but we will not be liable to compensate you for any inconvenience or incidental expenses you might have incurred.

## Tour cancellation – in case you cancel your tour

If you or any other person included on the Booking Form wishes to cancel their booking, the cancellation will only be effective from the date that we receive written notification by recorded or registered mail of the cancellation. Irrespective of the reason, the following cancellation charges will be levied:

60 days or more, planning fee only  
20 days prior to departure 20% of the total tour price  
7 days prior to departure 30% of the total tour price  
1 day prior to departure 40% of the total tour price  
After start of tour or 'no show' 100%

We advise you to take out insurance against irrecoverable cancellation costs.

## Insurance

It is a condition of the contract that the client will, at the time of travel, have adequate travel insurance in place. Emergency mountain rescue must be covered if you are joining a tour in remote mountain areas such as the Japan Alps. You must send us a copy of main insurance policy details.

## **Changes to your booking – in case we make change(s) prior to departure**

Great care has been taken in compiling brochures and the information contained is as accurate as possible. Brochures contain the proposed itinerary for each tour. However, our tours are planned months in advance and they may include the services of other independent suppliers e.g. accommodation providers, airlines, vehicle hire companies etc. Since we do not have control over such suppliers, we reserve the right to make certain changes to the tours. Changes to your tours will normally be minor and you are asked to accept them. If we make significant changes to your tour arrangements, we will inform you at the earliest possible opportunity. A significant change is a change to the dates of the tour or a change of itinerary or type or grade of accommodation. In such cases you will have the choice of either accepting the change, or booking an alternative tour (and paying or receiving a refund in respect of any differences in tour price), or cancelling your holiday and receiving a full refund of all payments made. Whichever you choose, you will also receive compensation of 5,000 Japanese yen per person if the significant change is made within 28 days of departure. However, no compensation will be paid if the change was due to reasons beyond our control such as a natural disaster, adverse weather conditions, civil/political unrest and/or war, terrorism, industrial action, changes to scheduled transport services, sickness of the group leader.

## **Changes to your booking – changes made by us after departure**

We reserve the absolute right to make changes to the itinerary of any tour that might, for example, enable us to take advantage of any opportunities that may arise, or changes that may be required due to the cancellation of scheduled transport services, changing political situations, weather conditions, natural disasters, sickness etc. Such decisions would be made at the discretion of the Company or tour leader. However, every effort will be made to include all the features of the tour originally proposed in the brochure or what we consider to be similar alternatives. The cost of any services not used will not be refunded.

Your signature on the Booking Form indicates that you accept the need to adapt to itineraries when deemed necessary by the Company or the tour leader.

## **If you have a complaint**

We trust that your tour will be successful. However, if you do have a complaint, you must discuss the matter with your tour leader who will endeavour to right the situation as soon as possible. If the problem is not solved to your satisfaction you must write to the company within 28 days of your return home.

## **The tour leader**

The nature of the tours offered by the Company means that you will experience conditions which are different to those in your normal life. Whilst Japan is a relatively safe country to visit, your signature on the Booking Form signifies that you understand and accept that there is always the risk of loss or damage to property, injury and/or general discomfort.

There may be times when the tour leader has to make decisions on behalf of the group. Your signature also signifies that all persons named thereon will abide by such decisions. In addition, the tour leader reserves the right, at his/her discretion, to have any member of the group leave at any stage in the tour if the leader considers that the person's conduct is illegal or likely to harm, cause distress to, or annoy, other members of the group, other members of the Company, or any third party or any property. Any member of the group conducting himself/herself in such a manner will relinquish the right to refund and/or further services of the leader or any responsibility or liability of the Company.

## **Liability**

We will accept liability for the proven negligent acts and/or omission of our own employees, our agents and suppliers, which causes direct physical injury or death to passengers only to the extent of our obligation under Japanese law.

Our liability to you and/or your property in respect of provision of hotel accommodation, air, sea, or rail transport, will be limited in accordance with international convention.

The Company cannot be held liable for any mishaps to your property, especially those resulting from weather conditions, natural disasters, industrial action, actual or threatened political or civil strife and/or war, terrorism, robbery, fire, ill-health, operational decisions by transport providers e.g. airlines or airport, or any other such incidents beyond our control.

The client will be financially liable for any damage caused to the vehicles used by the company due to negligence or inappropriate acts by the client. If injury or death result, to any group member, Company member, or any other third party, from such actions, the Company will not be held liable.

Any independent arrangements that the client makes, which are not part of the tour e.g. extra excursions or activities, alternative accommodation, are entirely at his/her own risk.

## **Surcharges**

Once you have made your booking and paid your deposit or remitted the total holiday price, the price shown on your confirmation invoice is guaranteed and will not be subject to any surcharges.

## **Passports, visas and health requirements**

Information about passports, visas and health requirements contained in the general dossier was correct at the time of publishing. We will provide guidance at any time, but it is your responsibility to ensure that the correct documentation and health protection is obtained in good time before departure. The Company will not be liable for any failure by the client to discharge these responsibilities, and the client will have to reimburse the Company for any costs it incurs as a result of such failure on the part of the client.

## **QUEST JAPAN LIMITED**

Registered office  
6-10-12 Honkomagome, Bunkyo-ku  
Tokyo 113-0021

Tel +81 (0)3 6902 2551  
Fax +81 (0)3 6912 2776  
[www.questjapan.co.jp](http://www.questjapan.co.jp)

Company reg. no. 0100-01-1134510