

The supply of the Tour by the Company to You is subject to these Conditions. If the person making the Booking is doing so on behalf of a party then that person must have the authority to accept these Conditions on behalf of the entire party and is responsible for ensuring that each member of the party is kept fully informed of all the details of the Booking. Each member of the party should read these Conditions carefully and contact the Company with any queries that may arise.

## 1. General

1.1 In these Terms and Conditions ("the Conditions")

**"Booking"** means the written request from You to the Company for provision of the Tour;

**"Company"** means InsideJapan Tours Limited, a company registered in England and Wales under company number 4094031 whose registered office is at Hanover House, Queen Charlotte Street, Bristol, BS1 4EX, UK;

**"Confirmation Invoice"** means the invoice received by You following the Booking which confirms the details of the Contract;

**"Contract"** means the contract for the provision of the Tour made between the Company and You;

**"Departure Date"** means the start date for the Tour as specified in the Confirmation Invoice;

**"Intellectual Property Rights"** means any patents, design rights, trade marks, service marks (in each case whether registered or not), applications or rights to apply for any of the foregoing, database rights, know-how, trade or business name, rights in confidential information, goodwill and other similar rights existing in any part of the world;

**"Material Change"** means any change to the Invoice Confirmation which in the Company's opinion is expected to have a major effect on the Tour including but not limited to an alteration to the Departure Date, itinerary or accommodation type/ standard;

**"Minor Change"** means any change made to the Invoice Confirmation other than a Material Change;

**"Tour"** means the specific tour package or holiday services provided by the Company in accordance with these Conditions;

**"Website"** means the Company's website, <http://www.insidejapantours.com>;

**"You/ Your"** means the persons, firm or organisation for whom the Company has agreed to provide the Tour in accordance with these Conditions;

1.2 Subject to any variation under clause 1.3 the Contract shall be formed on these Conditions to the exclusion of all other terms and conditions (including any terms and conditions which You purport to apply under any Booking, Confirmation Invoice or other document endorsed upon, delivered upon, delivered with or contained with the Booking, Confirmation Invoice or within these Conditions or simply as a result of such document being referred to in the Contract).

1.3 No variation of these Conditions shall apply unless confirmed in writing by or on behalf of the Company.

1.4 By signing these Conditions You shall be deemed to have accepted and agreed that the supply of the Tour by the Company shall be in accordance with these Conditions.

1.5 These Conditions together with the Company's Confirmation Invoice constitute the whole agreement between the parties and supersede any prior promises, representations, undertakings or implications whether written or oral.

1.6 Subject to clause 5 the Tour will be provided by the Company in accordance with the details specified on the Confirmation Invoice. It is Your responsibility to check that the details are accurate before signing these Conditions. Any additional requests not included on the Confirmation Invoice do not form part of the Contract.

## 2. Booking and Payment

2.1 Subject to clause 4 once we have issued your confirmation document and subject to us having received a deposit payment or the payment of the price in full there will be no changes to the price of your holiday.

2.2 The Price shall be payable in the invoiced currency (we cannot except payment for a single booking in multiple currencies)

2.2.1 Where the Booking is made more than 60 days in advance of the Departure Date a Deposit of £300 per person (or equivalent foreign currency amount) shall be payable on booking and the balance of the Price shall be payable in full no later than 60 days prior to the Departure Date;

2.2.2 If an element of the Tour is a scheduled air fare, an additional deposit will be charged. Details will be provided on your Confirmation Invoice;

2.2.3 Where the Booking is made less than 60 days in advance of the Departure Date a Deposit of £300 per person (or equivalent foreign currency amount) shall be payable on booking and the balance of the Price shall be payable in full within 7 days of receipt of the Confirmation Invoice.

2.3 The deposit is non-refundable except in the case where we are unable to provide the services agreed

2.4 Time for payment shall be of the essence. No payment shall be deemed to have been received by the Company until the Company has received cleared funds.

2.5 We accept payment by cheque, bank transfer and credit or debit card. Due to the fee levied on us by the card companies, a 2% charge will be made on all credit card payments and all non-GBP card payments.

## 3. Cancellation

3.1 You may cancel the Booking in writing at any time. If You cancel the Booking after receipt of the Confirmation Invoice or fail to pay the Price in accordance with clause 2 then the Company reserves the right to charge cancellation fees as follows:

No. of days before Tour start date	Cancellation fee as a % of Tour price
More than 60 days	Deposit
30 days to 60 days	25% of the Price *
15 days to 29 days	50% of the Price *
3 Days to 14 Days	75% of the Price *
No show to 2 Days	100% of the Price

\* Or Deposit - whichever is the greater amount.

3.2 The date of cancellation shall be deemed to be the date on which the Company receives written notice of cancellation

## 4. Changes to the Booking

4.1 If You wish to alter the Booking in any way following receipt of the Confirmation Invoice then the Company may at its sole discretion agree such alterations subject to an administrative fee of £50 (or equivalent foreign currency amount) per person. Additionally the Company reserves the right to make any further necessary charges relating to the change or changes which will be notified and agreed by You in advance.

4.2 If You wish to transfer the Booking to a later date or to another person then the Company may at its sole discretion agree such alterations subject to an administrative fee of £50 (or equivalent foreign currency amount) per person provided that the Company receives written notice of the details of the proposed transfer 60 days or more before the Departure Date. If You decide to transfer the Booking less than 60 days before the Departure Date then this will be treated as a cancellation in accordance with clause 3.

4.3 The Company will use reasonable endeavours to arrange any requested changes with the airline but is not responsible for any cancellation or alteration charges imposed by the airline. If airline tickets have been printed changes could be treated as a cancellation and you may be charged the full cancellation fee imposed by the airline together with the cost of purchasing a new ticket. These Conditions are not those of any airlines we use and do not commit the airlines to the terms contained herein.

4.4 You accept that the Company specialises in flexible and innovative tours of Japan. This type of holiday carries a small risk that alterations beyond the Company's control may take place at short notice. The Company reserves the right to make Minor Changes to the Website and / or Tour arrangements both before and after You have receipt of the Confirmation Invoice. This could include changes to flight timetables, scheduled stops, changes to aircraft type or alterations to the times of your flights by less than 12 hours. Please note that flight times given at the time of booking are guidelines only and should be checked against the confirmed times on your tickets. In such cases the Company will endeavour to contact You. In the event that the Company makes Material Changes to the Tour then the Company will inform You at the earliest opportunity and where possible offer You one of the following options: a) to accept the Material Change b) book an alternative Tour at the current advertised price upon which the Company shall make a refund in respect of any price difference or c) cancel the Tour and receive a full refund of the Price.

4.4 You agree that some activities and destinations are dependent on prevailing weather conditions and changes may have to be made to the Tour after the Departure Date. If, in the Company's opinion, the weather is unsuitable for a specific activity or destination the Company reserves the right to cancel or alter that activity or destination. If the Company has to cancel an activity or destination it will endeavour to replace it with an alternative of equal interest but shall not be liable to You in the event that such activities are cancelled.

## 5. Minimum Numbers

5.1 Some of the tour packages have a minimum number of participants. In the unlikely event that these numbers are not reached the Company reserves the right to cancel the Tour on account of a Material Change and the provisions of clause 4.3 shall apply. In the event of cancellation due to minimum numbers not being reached a minimum of 6 weeks notice will be given.

## 6. Conditions of Travel

6.1 You agree and accept that the following are conditions of the Contract:

### 6.1.1 Insurance, AiTO Trust and ATOL

You must take out insurance against medical and personal accident risks (including the cost of emergency repatriation) and have adequate baggage cover. This is Your sole responsibility. InsideJapan Tours Ltd. is bonded with AiTO Trust Ltd. for your financial protection and peace of mind. Under the terms of the Bond, all monies paid to the Company are secured in favour of AiTO Trust Ltd. Bond no. 1130. Tours including air travel are ATOL protected and the Company holds ATOL no. 9419 issued by the Civil Aviation Authority. In the unlikely event of the Company's failure or financial insolvency this will cover You against costs incurred (up to the Price of the Tour and subject to certain conditions).

### 6.1.2 Passports, Visas and Health

You are responsible for ensuring that all members of the party are in possession of a valid passport and a visa for Japan if applicable and that, where applicable, all inoculations have been carried out and health certificates are available. If you have existing medical conditions You are advised to visit a doctor well in advance of departure. The Company will offer such assistance and advice in obtaining visas and permission as it can but cannot in any circumstances be responsible if You or members of Your party are not granted a visa or permitted entry into Japan. If such refusal occurs and You cancel the Tour then clause 3 shall apply.

6.2 The liability of airlines is covered by the Warsaw Convention and Montreal Convention (if applicable). Airlines also have Conditions of Carriage which form part of your contract with us and which you must abide by. The Company will provide these to you on request.

## 7. Liability

7.1 The Company warrants that the Tour shall be provided to You using reasonable skill and care within the meaning of the Supply of Goods and Services Act 1982 and accepts responsibility for any failure in the proper performance of the terms of the Contract except where:

7.1.1 the failure is attributable to You including Your behaviour under clause 7.4.3;

7.1.2 the failure is attributable to a third party unconnected with the services contracted for, and is unforeseeable or unavoidable; or

7.1.3 such failures are due to (i) unusual and unforeseeable circumstances beyond the control of the Company the consequences of which could not have been avoided even if all due care had been exercised; or (ii) an event which the Company, even with all due care, could not foresee or forestall.

7.2 Nothing in these Conditions excludes the liability of the Company for death or personal injury caused by the negligence and/or omissions of the Company, its servants or agents within the scope of or in the course of their employment.

7.3 The Company shall not be liable for nor be in breach of these Conditions for any delay in the performance or any non-performance of the Company's obligations under the Contract if the delay or non-performance is due to a circumstance(s) beyond the reasonable control of the Company, including but not limited to acts of God, war or threat of war, terrorist activity, riot, civil strife, industrial dispute, natural or nuclear disaster, fire or adverse weather conditions.

7.4 The Company shall not be liable to You for the following;

### 7.4.1 Transportation Failure / Delays / Flights

Any liability in respect of transportation failure including but not limited delay in Your outward or inward flight/s, whether the cancellation or delay is caused by the weather, airline rescheduling, industrial action or mechanical failure. The Company will give no refunds or compensation for lost time and services from the itinerary due to delayed or cancelled flights or delayed or cancelled public buses, trains or other forms of transport included in Your itinerary.

### 7.4.2 Baggage

Loss of or damage to baggage, personal effects, money or documents. If your baggage is lost or damaged you need to follow the Conditions of Carriage provided by your airline.

### 7.4.3 Your behaviour

Any behaviour of you or members of your party. When booking the Tour you accept responsibility for the proper conduct of you and your party during the Tour. The Company will not be liable to you if you cannot complete the Tour as a result of the behaviour of you or your party during the Tour in particular but not limited to an airline considering you or anyone in your party unfit to travel. You agree to indemnify the Company against any claims, losses, demands, costs and other expenses which the Company may incur as a result of any damage to property, person or accommodation, being refused travel or diversion of your flight as a result of the behaviour of you or your party.

7.5 Subject to the provisions of this clause 7:

7.5.1 the Company's liability shall not exceed the sum of £250,000;

7.5.2 the Company shall not be liable to You by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of the Company, its employees or agents or otherwise) which arise out of or in connection with the provision of the Tour.

7.6 In the event that You suffer loss which falls outside the range of the Company's liability the Company will at its discretion offer such prompt advice and assistance as it can do.

## 8. Complaints

8.1 In the unlikely event that You have a complaint then You must report the complaint in writing immediately to the Company or to the Company's local representative and subsequently in writing with supporting evidence to the Company within 30 days of return from the Tour. If appropriate You must take all reasonable steps to minimise the consequences of the problem. Failure by You to give the Company the opportunity to resolve the problem whilst on the Tour in accordance with this clause may reduce Your rights under the Contract.

## 9. Data Protection

9.1 It is the Company's policy to respect the privacy of its clients. Subject to clause 9.2 the Company will not disclose the details and information provided by You to any third party unless it is specifically required to do so by law, or in response to a valid, legal request by a law enforcement or governmental authority or as may otherwise be authorised from time to time by You.

9.2 By accepting these Conditions, You acknowledge and consent that the Company may store and process Your personal details and information (for example each of Your name, address, telephone number and details of the Tour that You book) in accordance with any data protection legislation in the UK. You acknowledge and consent

that we may send your name and address details to Barclays Merchant Services for the purposes of security and authorisation during a credit/debit card transaction. With the exception of this, the Company has a responsibility to keep Your information secure and confidential and, unless notified otherwise by You will only use it for internal purposes and to send You information about the products and services provided by the Company.

9.3 If Your personal details change or You do not wish the Company to use Your personal data for the above purposes then You can notify the Company at any time in writing at the address on these Conditions.

## 10. Miscellaneous

10.1 The headings to these Conditions are for convenience only and shall not affect their construction.

10.2 Where the context so admits reference in these Conditions to one gender shall include each other gender and words denoting the singular shall include the plural and vice-versa.

10.3 References to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced.

10.4 Failure or delay by the Company in enforcing or partially enforcing any provision of these Conditions shall not be construed as a waiver of any of its rights under these Conditions or the Contract. No waiver of any of these Conditions by either party shall be deemed to be a further or continuing waiver of any subsequent breach of that term or condition or any other term or condition.

10.5 You shall not be entitled to assign or sub-license or part with possession of any of Your rights or liabilities hereunder. The Company shall be free to sub-contract the performance of all or part of its obligations hereunder.

10.6 A person who is not party to the Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract or these Conditions.

10.7 Any copyright, trade-marks or other Intellectual Property Rights contained in all particulars, brochures, the Website or other material prepared by the Company shall belong to the Company unless otherwise stated.

10.8 These Conditions and any disputes or claims arising out of or in connection with their subject matter are governed by and construed in accordance with the law of England.

10.9 The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Conditions.

## 11. Notices And Service

11.1 Any notice required under these Conditions or by statute, law or regulation shall (unless otherwise provided) be in writing and delivered in person, sent by facsimile or registered mail or sent by email or facsimile to the respective party's address as set out in these Conditions or as each party may from time to time designate by notice hereunder. Any such notice shall be considered to have been given on the first working day of actual delivery or sending by facsimile or email or in any event within 2 working days after it was posted in the manner hereinbefore provided.