

# Into Japan Specialist Tours Booking Conditions

Please read the following conditions carefully. All holidays are sold subject to these conditions and the information in our brochure and quotation.

Into Japan Specialist Tours is a trading name of Oxford International Exchange Ltd. whose administrative offices are at 80 Fernhill Road, Begbroke, Oxford OX5 1RR.

In these conditions into Japan Specialist Tours is referred to as 'we', 'us' and 'our'. The person or persons named on the booking form are referred to as 'you' and 'your'. This contract and all matters arising out of it are governed by the laws of England and Wales, Scotland or Northern Ireland.

## 1. Holiday Payment

(i) The deposit for all flight inclusive holidays is £500 or 15% of the total price per person for all other holidays. Once we have received your deposit we will send you your confirmation which will confirm all details of the holiday and what is included in the price. Once this confirmation has been sent to you a contract will exist between you and us. You must check all details on the confirmation and contact us immediately if there is anything you believe to be incorrect.

(ii) The confirmation details will also state what balance is due on the holiday and when payment is to be made. The balance will be due 60 days before the departure date and if this is not received we reserve the right to cancel your booking and charge cancellation fees as detailed below. It is our company policy to send a reminder at this time but it is still your responsibility to pay the balance even if you do not receive the reminder. If for any reason you have informed us of an exceptional reason for delay in payment and we choose to retain your booking, you will be liable for the higher cancellation fees if you do not pay the balance as stated or cancel at a later date.

(iii) If a holiday is booked within 60 days of departure, full payment is required to confirm the booking.

## 2. Insurance

It is required that every person named on the booking form is fully covered by travel insurance for the purposes of this holiday. We can recommend insurance or you may choose to arrange insurance yourself. If you decide to arrange insurance yourself we must receive a copy of your policy cover note at least 60 days before departure. We highly recommend that you take out travel insurance that will cover cancellation costs of your holiday due to unforeseen circumstances.

## 3. If you change your holiday

If you request any changes to your booking after we have issued confirmation you may be liable for any costs including administration and/or cancellation fees that arise from the changes. We will do our best to accommodate your changes and we will do our best to avoid any additional costs. Please note that misspelled names can require flights to be rebooked and up to 100% cancellation fees applied to the original booking.

## 4. If you cancel your holiday before departure

If any person named on the booking form cancels their holiday the cancellation fees below will apply. Cancellation can only be accepted when confirmed in writing. The date this confirmation is received will be taken to be the cancellation date. We can accept signed faxes provided the original is posted to us immediately. The cancellation costs can be covered in many cases by appropriate travel insurance.

Cancellation charge per person based on number of days before departure when written confirmation of cancellation is received at our office.

More than 60 days:	Deposit only
59-43 days:	30%
42-29 days:	60%
28-8 days:	80%
Within 7 days:	100%

## 5. Alterations or cancellations by you after departure

In general we are unable to make any refunds for unused portions of the holiday. We strongly recommend that adequate travel insurance is taken out that will cover all possible unforeseeable situations. If changes requested by you result in additional charges then these charges will be passed on to you. In particular, if special assistance is needed from our Japan office due to an emergency situation then you will be liable for additional costs (although these may be covered by your travel insurance).

## 6. If we change your holiday

All aspects of your holiday are normally arranged several months in advance but occasionally changes are unavoidable as we rely on our suppliers in Japan. We reserve the right to make minor changes as defined below. We will only cancel your holiday less than 60 days before departure if you have not complied with the booking conditions as described or if we have no choice as a result of 'force-majeure' as described below.

Minor changes include change in order of schedule (without changing the contents), change to named hotel (without decreasing the standard or changing the type of accommodation), changing mode of transport (without changing the main schedule).

Major changes include change to contents of schedule (such as location change), change to flight departure or arrival date, decrease in standard or change of type of accommodation.

If a major change is made to the holiday we will inform you as soon as possible and you will have the choice to accept the change, cancel the holiday booked and book an alternative holiday (a balance may be due but we will not charge you for an increase in price on the same holiday schedule), or cancel the holiday booked and receive a full refund. You will have 10 days from the date we inform you to confirm your decision. If a major change results in reduced costs (for example a lower standard of hotel) and you do not cancel the holiday then we will make a corresponding refund to you. In addition we will make a further £50 compensation payment to you.

Most holidays will give a minimum number and a maximum number of persons on the tour. If the minimum number of persons for a tour is not reached 60 days before departure we reserve the right to cancel the holiday. We may offer you alternative arrangements (such as the same schedule with a group escort in Japan but no escort from the UK) and you may choose to accept these arrangements if you wish.

If a major change is made to the holiday after departure we will do our best to compensate you during the tour, either financially or through additional services. If a major change is as a result of 'force-majeure' then we do our best to carry out the schedule as planned but we reserve the right to terminate a schedule early and return you to the point of departure. In both of these cases all refunds that we can obtain from suppliers will be passed on to you.

'Force majeure' means any event (man-made or natural) which is out of the control of us and our suppliers can could not be avoided during normal planning and preparation. This would include earthquakes, extreme weather, fire, technical problems with transport, operational decisions of air carriers, actual or threatened terrorist activity, industrial action and any similar events.

## 7. Surcharges

If there are any surcharges to be made you will be notified at least 60 days before departure. We will not make any additional charges whatsoever after that. The only possible reasons for a price surcharge are as follows:

(i) A change in the yen - pound exchange rate. You will only be asked to pay a surcharge in exceptional circumstances. The valid exchange rate range of the tour price will be listed in the brochure and there will only be a surcharge if the actual rate changes to fall outside this range. We normally allow for 10% change from the point a tour price is fixed. This is much higher than most companies that only allow for 2% change in costs. The exchange rate did not vary more than 5.5% above or below 200 yen to the pound between January 2004 to November 2005 so it is highly unlikely that a surcharge will be necessary.

(ii) A new tax or duty is imposed by the airline or government. This is unlikely as such charges are usually decided well in advance and usually known at the time of fixing a tour price.

## 8. Our responsibilities

We will carry out the holiday as advertised and described to the best of our ability. We will accept responsibility for all the actions of our staff and suppliers when carrying out their work during the tour. We will not accept responsibility if injury, death, illness, damage or loss is the result of

- (i) your actions
- (ii) the actions of a third party not related to part of the described schedule of the tour
- (iii) an event which we and our suppliers could not foresee
- (iv) the actions of any other member of the tour group
- (v) any health or condition which was not informed to us at the time of booking
- (vi) additional services (for example, those that may be supplied by hotels) which are not included as part of the tour price
- (vii) excursions not detailed in the tour schedule (although these may be introduced to you by our staff). These are taken at your own risk and your contract is directly with the operator of these excursions.

If you are not happy with any aspect of the tour it is your responsibility to make it known to the group escort or our Japan or UK office as soon as is reasonably possible and during the tour whenever possible. We will discuss the situation with you, and then endeavour to deal with the complaint at the time and request feedback from you.

If you do not report a problem, which can be dealt with at the time, we cannot accept any associated liability at a later date. Tour escorts and our offices will keep logs of such reports during tours and these will be referred to when dealing with claims. If you are still not happy after the end of the tour and wish to make a claim you must write to us within 30 days of your return with full details of your complaint. If your claim is our responsibility and your travel insurance processes the claim but there is an excess, we will pay the excess due.

Claims related to transport or accommodation will be limited to the maximum amount of compensation for which we are liable under the international convention or

regulation which would normally apply. We are entitled to deduct from this amount and compensation given by the supplier in question. There may also be claims for which we have no liability according to the international convention or regulation.

You must assist us in dealing with any claims, transfer any rights against suppliers to us if requested and cooperate with us or our insurers in enforcing these rights. For further details please refer to the Package Travel, Package Holidays and Package Tours Regulations 1992.

## 9. Your responsibilities

The flight details shown on original booking confirmation are subject to change. Final details will be confirmed on your travel documentation, sent approximately 14 days prior to departure. Any such change will not entitle you to cancel or change other arrangements without paying our normal charges unless the departure or arrival time has changed by more than 12 hours, or a non-stop flight has changed to a flight that is not non-stop.

The company can accept no responsibility for clients who arrive later than 2 hours prior to check in and miss their flight as a result nor can we accept responsibility for any loss by you of your holiday/flight travel tickets, vouchers or coupons. We cannot accept liability for any delay related to air travel unless it has a material effect on your holiday arrangements.

During the tour you will follow the directions and instructions of the group leader without reserve or hesitation at all times. You will also behave in an appropriate fashion which does not lead to possible damage, danger or annoyance to property or people. If, in our view, this is not the case we will have the right to terminate your contract with immediate effect without any further obligations to you in respect of covering any expenses, compensation, refunds, or arranging for your return home.

You accept responsibility for any damage or loss caused by you or any member of your party. Full payment for any damage or loss must be paid direct at the time to the accommodation owner or manager or other supplier. Otherwise you will be liable for any later claims against us (including any legal costs) which are due to your actions.

You must prepare all the necessary valid travel documents including full passports, visas, vaccination certificates, currency and travelers cheques. You must check the name on your airline tickets is exactly the same as the name that appears on your full passport. We cannot be liable for your entry refusal into Japan and if this is due to invalid documents you will be liable for any financial penalty to us.

## 10. The brochure details and quotations

We reserve the right to change the prices, services or other particulars contained in this brochure or any quotation at any time before we enter into a contract with you.

We will notify you of any change before entering a contract. Additional tour information, hotel information and schedules can be taken to be part of the contract. Note that hotel classifications are subjective as there is no international standard. You must check all details of your chosen holiday (including the price) with us at the time of booking and on your booking confirmation.

## 11. Dealing with special requests

If you have any special request, you must advise us in writing at the time of booking. We cannot guarantee any request will be met unless we have specifically confirmed this in writing. Note we may also confirm a special request has been received without confirming that it is possible.

If you or any member of your party has any medical problem or disability which may affect your holiday or any other members in the group, you must tell us at the time a booking request is made. Otherwise we reserve the right to cancel your booking or curtail your holiday as described under your responsibility above.

## 12. Your holiday protection

For our flight inclusive packages departing from the UK we are licensed by the Civil Aviation Authority, ATOL number 6977 and you will be fully covered under the terms of the license for our holidays.

## 13. Personal information and images

We will pass your personal information to suppliers as necessary for the planning and the operation of the tour. Your personal information will not be passed on to a third party for any other purpose. Any photographs or video taken during the tour may be used for our own promotional materials both in print and on our website. They will not be used for any other purpose.

These booking conditions were revised in January 2007 and are valid until December 31st 2008.

Registered Address: 80 Fernhill Road, Begbroke, Kidlington OX5 1RR Company Reg. No. 3819860