

# Terms and Conditions

Agreement: To be signed by participant and/or parent or guardian



## Tour Member's Agreement

### PLEASE READ CAREFULLY

Purchase of any travel services offered by Japan Deluxe Tours Inc. constitutes a contractual arrangement between you and Japan Deluxe Tours Inc, and represents your acceptance of the Japan Deluxe Tours Inc. "Terms & Conditions" set out herein. Please ensure that you read carefully and understand these Terms & Conditions prior to booking. If the person making the Reservation is doing so on behalf of a party then that person must have the authority to accept these Terms and 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 Reservation.

### GENERAL INFORMATION

You are advised to check our website or to request the latest version of the Terms and Conditions from Japan Deluxe Tours Inc. or your Travel Agent prior to your reservation. No variation of these Conditions shall apply unless confirmed in writing by or on behalf of Japan Deluxe Tours Inc. These Conditions together with the Japan Deluxe Tours' Confirmation Invoice constitute the whole agreement between the parties and supersede any prior promises, representations, undertakings or implications whether written or oral.

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. RESERVATION

#### How to Make a Reservation

Please contact your travel agent or submit your reservation application form through our website or by fax. All tour participants are required to complete, sign and return the tour application & tour member's agreement form.

#### Land Only Tour Package Participants

No obligation reservation for 14 days on land tour  
Japan Deluxe Tours Inc. offers no obligation reservation for 14 days, during which time you can cancel your reservation for any reason. If you are making your reservation within 60 days of your tour date, the 14 days grace period is waived. A non-refundable deposit of \$200 per person is required after 14 days of your initial reservation request. Your final payment is due 60 days prior to your departure date. If the reservation is made within 60 days of tour departure date, full payment is due within 7 days of reservation.

#### (a) Deposit – For Land Only Tour Package Participants

For reservation made more than 60 days in advance of the departure date, a non-refundable deposit of US\$200 per person is required within 14 days of tour application form received.

#### (b) Payment – For Land Only Tour Package Participants

For reservation made more than 60 days in advance of the departure date, a non-refundable deposit of US\$200 per person is required within 14 days of tour application form received. Remaining balance shall be payable in full no later than 60 days prior to the departure date. If the booking is made less than 60 days prior to tour departure date, full payment is due within 7 days of reservation.

#### Air Inclusive Tour Participants

All documents / tickets will be issued under your passport name. Airlines do not allow travelers to change names on tickets after issuance. Incorrect names will result in cancellation of your reservation. Rebooking will be subject to airline/hotel imposed cancellation penalty charges.

#### (a) Deposit – For Air Inclusive Tour Participants

Reservation made more than 60 days in advance of the departure date, a non-refundable deposit of US\$200 per person is required within 14 days of tour application form received to secure your spot on land tour. Your flight reservation will be confirmed after receipt of your deposit and ticketing must be done according to the rules of each airlines.

#### (b) Payment – For Air Inclusive Tour Participants

Your airfare shall be payable within 3 days of confirmation of your flight and remaining balance of land tour package is due 60 days prior to your tour departure date.

#### Lack of Payment

Reservation for land tour and/or air transportation may be cancelled if the full payment is not received within the reservation deadline.

## 2. CANCELLATION

### Cancellation Charges

When you cancel your reservation, the following fee will be assessed per person accordingly.

Land Only Tour Packages	
Prior to Departure	Cancellation Charges
61 or more days	Retention of deposit
65 – 31 days	25% of Land Tour Price
30 – 15 days	50% of Land Tour Price
14 days or less	100% of Land Tour Price

Air Inclusive Tour Packages	
Prior to Departure	Cancellation Charges
61 or more days	Retention of deposit & Penalty imposed by Airline
65 – 31 days	25% of Land Tour Price & Penalty imposed by Airline
30 – 15 days	50% of Land Tour Price & Penalty imposed by Airline
14 days or less	100% of Land Tour Price & Penalty imposed by Airline

Please note - Penalty imposed by airlines will apply to ALL Air Inclusive Tour participants on top of the land tour penalty above. Please note many airline tickets with instant purchase are non refundable in most cases however you can use the value of your ticket for future use by adding administration fees set by each airline.

Written notice of cancellation and travel documents must be received by Japan Deluxe Tours Inc. 15 days prior to departure for an eligible refund. Japan Deluxe Tours, Inc. will not be responsible for any non-refundable situations resulting from delayed arrival of your travel documents.

Before any credit card payment refund can be issued, all penalty fees must first be paid.

### Special Circumstances for Air Inclusive Tour Participants

If the passenger or the passenger's immediate family were deceased prior to tour departure, Japan Deluxe Tours, Inc. will inquire a penalty waiver from the airline with doctor's certificate. If the particular airline authorizes such a waiver for the ticket penalty, Japan Deluxe Tours Inc. will only collect the hotel penalty fee and a \$50 processing fee per passenger. If the airline denies such a waiver, in a case by case situation, Japan Deluxe Tours Inc. may convert the customer's payment of the land portion into a nonrefundable credit that will remain redeemable for up to one year. Additional fees may apply depending on future tour departures.

## 3. TRAVEL INSURANCE

Japan Deluxe Tours Inc. strongly suggests tour participants to purchase travel insurance to cover unforeseen circumstances during your tours or cancellations. Travel Insurance will cover your non refundable trip costs in the event that you must cancel your trip due to illness, family crisis or other emergencies.

## 4. TOUR FARE INCLUDES

### Hotel Accommodations

Hotel accommodations are based on double occupancy. Per triple sharing room rate will be same as per twin sharing room. A single room request is subject to availability and with an additional cost. Single rooms are often smaller than twin rooms. Triple room definition is 3 bedded or 2 bedded with a rollaway or cot a twin room, and may not be comfortable for three adults.

When the hotel listed in the brochure is not available, a hotel within the same stratum will be substituted without prior notice. Star-ratings may differ from country to country. Japan Deluxe Tours Inc. does its best to maintain current information, however is not responsible for any inaccuracies, changes in description details or amenities, or images provided by third parties.

### Meals

Meals are included as specified in each itinerary.

### Admission / Entrance Fees

Admission or Entrance fee for attractions are included as specified in each itinerary.

### Itinerary Changes

Japan Deluxe Tours Inc. will adhere to the original itinerary as accurately as possible. However, its final arrangements will be determined by the local tour escort based on local circumstances which are beyond the control of Japan Deluxe Tours Inc., such as traffic, weather, natural disasters, and incidents at sea, fire, and breakdown in machinery or equipment, acts of government or authorities and wars under local condition.

During local or national holidays, certain facilities such as museums and restaurants, sightseeing tours, and shopping may be limited or not available. Alternatives will be offered whenever possible.

## 5. NOT INCLUDED IN THE TOUR FARE

Insurance premiums, any expenses due to delay or changes of schedule, overbooking of accommodations, Federal Inspection fees for the Federal U.S. Customs and Immigration; International Air Transportation tax; agricultural tax; any other charges levied by local state, federal or national government agencies; security fees; airport taxes and fees; port taxes; passports; visas and vaccinations; tips to your Tour Director, driver, Local Guides, and ships' crew; gratuities on ferries, trains, and cruise ships; laundry; telephone; mini bar; alcohol, beverages (these extra items will be billed to you before leaving the hotel, ship, or restaurant); optional excursions; porter's fee at airports; travel protection; excess baggage fees; and all other items of a personal nature not outlined in the tour itinerary.

## 6. AMENDMENT AFTER DEPARTURE

The cost of any changes or additions will be at the local rate at the time of the amendment, not per the Japan Deluxe Tours Inc. website or brochure, and must be borne by the passenger. Changes are subject to a \$50 processing fee plus any other amendment fee.

## 7. GENERAL CONDITIONS

### Tour Price

All tour prices are in US dollars and are based on tariffs and rates of currency exchange in effect at the time of printing. These rates are subject to change as deemed necessary and fair by Japan Deluxe Tours Inc.

### Tour Departure Guarantee

Japan Deluxe Tours Inc. guarantees departure day for all of our listed tour packages. However, should the total number of tour members fall below 10 persons, Japan Deluxe Tours Inc. reserves the right to change or cancel the tour.

### Price Guarantee

Your tour price is guaranteed once Japan Deluxe Tours Inc. has received your full payment. Only amendment fees, currency surcharges, optional hotel swaps, optional hotel extensions, flight schedule changes which require additional nights and costs to be added to the package will result in a price reassessment for each passenger.

### Unutilized tour features

Any unutilized tour features either on air transportation or for land arrangements are non-refundable and non-exchangeable.

### Tour Photography

Japan Deluxe Tours encourages you and your travel companions to take as many photos as possible during your Japan tour. Our tour guides will also be taking photos for our website. If you do not want your picture taken or put on our website, please notify our tour guides. Any photos taken by our tour guides may appear on our website, unless specified otherwise.

### US Federal Law Agreement

Federal law forbids the carriage of certain hazardous materials, such as aerosols, fireworks, and flammable liquids, aboard the aircraft. If you do not understand these restrictions, contact your airline or go to [http://www.faa.gov/about/initiatives/hazmat\\_safety](http://www.faa.gov/about/initiatives/hazmat_safety) for more information.

## 8. HEALTH

To ensure smooth operation of the tour, Japan Deluxe Tours Inc. recommends that travelers be in general good health. Please consult with your physician regarding your wellness and ability to travel long distances. Any physical or mental disability which requires special treatment or attention must be noted at the time of reservation. Japan Deluxe Tours Inc. reserves the right to exclude tour participants who are physically unfit to undertake long trips in the interest of the individual traveler's and the tour group's well being.

## 9. WHEEL CHAIRS

Wheelchair rental is available upon request for all our escorted tours and nominal charges will apply. Please contact us for pricing and details.

## 10. BAGGAGE

One suitcase & one carry-on luggage are allowed at your own responsibility throughout the tour. Due to possible changes in information, please check our website or your travel agent for more detail.

## 11. DEVIATION

Deviation from our tour itinerary will be the sole responsibility of the individual. Japan Deluxe Tours Inc. will not be responsible for any extra charges occurred due to the deviations.

## 12. PASSPORT

Your passport must be valid for at least 3 months from the return date of your trip. Please consult with your travel agent or contact us for more information.

## 13. VISA

Entry visa is not required for passport holders of USA, Canada, and Australia going to Japan for up to 90 days. Please contact us or check below website for the list of countries with visa exemption arrangements with Japan. [www.mofa.go.jp](http://www.mofa.go.jp)

## 14. YOUNG TRAVELER

Travelers who are less than 18 years old on the departure date must be accompanied by an adult. For any special requirements regarding airline tickets for children, contact your airlines directly.

Due to heightened security, many countries have adopted practices to prevent international abductions of children. If a child will be traveling with adults other than the parents or with only one parent, it is recommended that a notarized letter be written by the parents or non-traveling parent granting authorization to travel, including the dates of travel. We suggest that you also contact the appropriate consulate and airlines because they may have additional requirements.

On Japan Deluxe Tours Inc. escorted vacations, young travelers aged 2–11 who do not require a bed receive a 40% discount on the land price. Young travelers aged 2-11 who need a bed and must share a room with the accompanying adult receive a 5% discount on the land price. Travelers aged 12 and older will be charged at the regular adult price. For children less than 2 years old, please contact us for availability and conditions. List of up to date discounts are available on our website.

## 15. RESPONSIBILITY

Japan Deluxe Tours Inc. and its representatives abroad act only as independent contractors on behalf of neither the customer nor the suppliers and principals. All travel arrangements included in this trip are made on the participant's behalf upon the expressed condition that neither Japan Deluxe Tours Inc. nor its agents shall be liable or responsible in the absence of its (or their) negligence for any direct, indirect, consequential, or irregularity of any kind which may be accessioned by reason of any act or omission of any person or entity, including without limitation, any act of negligence or breach of contract of any third party such as an airline, train, motor coach, private car, cruise vessel, boat, or any other conveyance, hotel, which is to or does supply any goods or services for this trip.

All exchange orders, coupons, and tickets are issued subject to the terms and conditions under which such means of transportation, accommodations, and other services are offered or provided. The issuance and acceptance of such documents shall be deemed to be consent to the further conditions. Japan Deluxe Tours Inc. does not own nor operate the hotels, motor coaches, airlines, cruise lines, or any other service providers which compose their tours, and will not be held responsible for changes and/or cancellations for any reason by airlines, hotels or cruise ships.

Participant understands that Japan Deluxe Tours Inc. neither owns nor operates such third party suppliers and accordingly agrees to seek remedies directly and only with those suppliers and nor hold Japan Deluxe Tours Inc. responsible for their acts, omissions or commissions. Without their limiting the foregoing, Japan Deluxe Tours Inc. and its agents are not responsible for any losses or expenses due to delay or changes of schedule, over booking of accommodations, default of any third parties, sickness, weather, strike, natural disasters, acts of government's civil disturbances, war, quarantine, customs regulations, epidemics, criminal activity or for any other cause beyond its control. All such losses or expenses have to be borne and paid for by the participant.

Japan Deluxe Tours Inc. accepts no responsibility for value, reliability, quality or authenticity of any goods purchased while on tour or for any mailing, freight or shipping arrangements. Japan Deluxe Tours Inc. reserves the right to decline to accept, or retain any person as tour participant, should such person's health, mental condition, physical infirmity or general deportment impede the operation of the tour or the rights, welfare or enjoyment of other tour participant.

Japan Deluxe Tours Inc. reserves the right to substitute hotels, alter the itinerary, withdraw any tour, and make any desirable alteration for the convenience of the operation of tours without prior notification. Japan Deluxe Tours Inc. reserves the right to cancel the tour prior to departure for any reason. Liability for such cancellation is limited to full refund of money received by Japan Deluxe Tours Inc., and this will constitute full settlement with the tour member.

All tour fares shown are based on the present value of foreign currencies in relation to the U.S. dollars in effect on January 15, 2011, and in current tariffs on the same date and are subject to change. Japan Deluxe Tours Inc. shall not be held responsible for potential risks and hazards associated with travel to destinations included in this brochure, where injury, delay, or unanticipated events may occur.

Japan Deluxe Tours Inc. shall not assume responsibility for standards of quality, hygiene, political stability, cuisine, sanitation facilities, cleanliness, telecommunications facilities, methods of conducting business, emergency medical evacuation, treatment, or medical services found in these destinations. Travel to these areas may entail risks including but not limited to the hazards of traveling in politically unstable areas, civil disturbances, war, and arbitrary changes mandated by government authorities or private concerns.

It is the responsibility of the passenger(s) to check with the U.S. State Department, Consular Information, <http://travel.state.gov/travel/warnings.html> for any current advisories and updates to the destinations on their itinerary. Japan Deluxe Tours Inc. shall be held harmless from any and all liability in connection with the foregoing. Baggage is carried at owner's risk and baggage insurance is recommended. Japan Deluxe Tours Inc. is not responsible for typographical or printing errors or omissions in this brochure. Japan Deluxe Tours Inc. accepts no responsibility for cost, which may occur as result of a participant failing to secure adequate insurance coverage, which coverage is highly recommended. Generally, your health insurance does not cover expenses outside the United States of America. Japan Deluxe Tours Inc. is not responsible for participant's visa or passport requirements or reimbursement of any additional expenditure if a participant is denied entry to a country for this or any other reason.

The general conditions under which you agree to utilize the services of Japan Deluxe Tours Inc. may not be amended in any way, except in writing, by an authorized officer of Japan Deluxe Tours Inc. By utilizing the services of Japan Deluxe Tours Inc., you agree that the exclusive venue for all claims shall be the County of Los Angeles, State of California, and such claims shall be determined according to the laws and jurisdiction of the State of California.

Each exchange voucher and ticket is to be regarded as one contracted by or on behalf of the particular company or person named on it. The issuance of tickets and vouchers shall be deemed to be consent to the above conditions and to these terms and conditions.

## 16. Travel Insurance Coverage

Travel insurance will be provided for each tour participant who resides in the U.S.A by Japan Deluxe Tours, Inc. except for those cases when the tour participant decides to opt out of travel insurance or participants resides outside of U.S.A. (US citizen and Green card holder resides overseas are covered) The insurance provided will cover your deposit of land tour and includes the coverage listed below. However we strongly recommend you to take an advantage of low cost additional insurance premium to increase your trip cancellation coverage for unforeseen cancellation by illness or family emergency. Travel insurance to cover the cost of the airfare will be the tour participant's responsibility. Your travel insurance coverage will be in effect at the time of your initial deposit which means your deposit is also insured.

### Your basic travel insurance coverage includes:

- Trip Cancellation: Deposit up to \$500
- Trip Interruption (6 hours or more) \$150 per day
- Missed Connection (3 hours or more) \$1,000
- Accident & Sickness Medical Expense \$50,000
- Accidental Death and Dismemberment \$25,000
- Emergency Medical Evacuation & Repatriation of Remains \$250,000
- Non-Medical Emergency Evacuation \$25,000
- Baggage and Personal Effects: \$2,500
- Baggage Delay: \$250
- One Call 24-Hour Assistance Service

**Additional insurance premium to increase the Trip Cancellation Coverage**

Trip Cost / Age	0 - 65	66 - 75	76 - 80	81+
\$501 to \$1,000	\$68	\$148	\$171	\$209
\$1,001 to \$1,500	\$87	\$213	\$257	\$313
\$1,501 to \$2,000	\$107	\$296	\$351	\$421
\$2,001 to \$3,000	\$152	\$362	\$440	\$525
\$3,001 to \$4,000	\$298	\$444	\$529	\$653
\$4,001 to \$5,000	\$270	\$497	\$616	\$763

\*Premium is subject to change.

Trip Cost = Land tour fare + Airline cancellation penalty.  
 Penalty for our contracted tour airfare on Japan Airlines = \$300

Trip Cost  
 Takayama Festival Tour \$2498 + Japan Airlines \$300 = Trip Cost  
 \$2798 = Premium \$152

**Cancellation or Interruption due to:**

Sickness, Injury or Death, A Pre-Existing Medical Condition Cessation of Services of a Common Carrier, due to bad weather or unannounced strike Residence, destination or workplace made uninhabitable by fire, flood or natural disaster Permanent transfer of employment, requirement to work, merger or acquisition of a traveler's employer Involuntary termination of employment, Being hijacked, quarantined or called to jury duty A Terrorist Attack, Revocation of previously granted military leave due to reasons other than war, Bankruptcy or Default of a Travel Supplier, A documented theft of passports or visas

**Trip Delay Due to:**

Sickness or Injury; Common Carrier delay; quarantine, hijacking, strike, natural disaster, terrorism or riot; lost or stolen passports or travel documents

**Medical Expense / Emergency Evacuation:**

Covers Pre-Existing Medical Conditions  
 Medical Evacuation to hospital of choice,  
 Covers airfare cost for one visitor from home if traveler is hospitalized during the Trip

**One Call 24 Hour Assistance Services:**

Medical, Legal and Concierge Services

**Applicant and parent/guardian signature required:**

**Please sign below and send us (Page - 5 - only) with your tour application form. We cannot allow your participation on any tour without your confirming that you have read and understood this 5-page documents by signing it.**

I confirm that I have read, fully understand, and agree to all of the terms and conditions contained herein, especially noting limitations of liability, my responsibility and airline responsibility. I agree that in the event any part or portion of this TOUR MEMBER'S AGREEMENT REGARDING COMPLETE ASSUMPTION OF RISK OF TRAVEL AND RELEASE OF TRAVEL ORIENTED INC. DBA JAPAN DELUXE TOUR'S STAFF AND PERSONAL LIABILITY is found to be void or unenforceable, then such part or portion will be stricken but the rest of the Agreement will be given full force and effect. (A fax copy of signing document will be accepted as original for future purposes.)

Name (Please Print) : \_\_\_\_\_

Signature : \_\_\_\_\_ Date : \_\_\_\_\_

(Parent or guardian must sign if applicant is under 21 years of age)

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