# **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

To reserve your spot on a Japan Deluxe Tours Inc. vacation package, you must submit a completed tour reservation application form. Please contact your travel agent or submit your tour reservation application through our website or by fax. All tour participants are required to complete, sign and return the tour application & tour member's agreement form. Once Japan Deluxe Tours Inc. receives your reservation information, your travel agent will contact you with a reservation confirmation & payment invoice.

#### Land Only Tour Package Participants

Worry-Free, No Obligation Reservations for 14 days on Land Tour Packages.

Japan Deluxe Tours Inc. offers a worry-free, no obligation reservation for 14 days, during which time you can cancel your tour package's reservation for any reason. If you are making your vacation reservation within 90 days of your tour date, the 14 days



grace period is waived. A non-refundable deposit of USD 200 per person is required after 14 days of your initial reservation request. Your final payment is due 90 days prior to your tour's departure date. If the reservation is made within 90 days of tour departure date, full payment is due within 7 days of reservation.

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

For reservations made more than 90 days in advance of the departure date, a non-refundable deposit of USD 200 per person is required within 14 days of tour application form received.

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

For reservations made more than 90 days in advance of the departure date, a non-refundable deposit of USD 200 per person is required within 14 days of tour application form received. Remaining balance shall be payable in full no later than 90 days prior to the departure date. If the booking is made less than 90 days prior to tour departure date, full payment is due within 7 days of reservation.

#### (c) Airfare – For Land Only Tour Package Participants

When booking a Japan tour through Japan Deluxe Tours Inc., you have the option to select your own flight(s) with our landonly tour package. If you elect to book your own flight, Japan Deluxe Tours Inc. kindly asks you contact us before booking to confirm the status of your Japan tour. In the event a tour package is cancelled or the dates are changed, you will be responsible for any costs or fees associated with airfare.

#### **Air Inclusive Tour Participants**

Japan Deluxe Tours Inc. will issue all documents & tickets under your passport name, as listed on your tour reservation form when reserving your vacation package. Airlines do not allow travelers to change names on tickets after issuance. Incorrect names will result in cancellation of your reservation. Re-booking will be subject to airline/hotel imposed cancellation penalty charges.

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

For reservations made more than 90 days in advance of the departure date, a non-refundable deposit of USD 200 per person is required within 14 days we receive you tour application form to secure your spot on your land tour package. 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 90 days prior to your tour departure date.

Lack of Payment

Reservation for land tour and/or air transportation may be can-

celled if Japan Deluxe Tours Inc. does not receive your full payment within the reservation deadline. In the event of a billing error, Japan Deluxe Tours Inc. reserves the right to send a new invoice with the appropriate pricing.

## 2. CANCELLATION

## **Cancellation Charges**

When you cancel your reservation, the following fee will be assessed per person accordingly. You will be responsible for any costs or fees when you cancel your reservation.

Land Only Tour Packages		
Prior to Departure	Cancellation Charges	
91 or more days	Retention of deposit	
90 – 61 days	25% of Land Tour Price	
60 – 31 days	50% of Land Tour Price	
30 days or less	100% of Land Tour Price	

Air Inclusive Tour Packages	
Prior to Departure	Cancellation Charges
91 or more days	Retention of deposit & Penalty imposed by Airline
90 – 61 days	25% of Land Tour Price & Penalty imposed by Airline
60 – 31 day	50% of Land Tour Price & Penalty imposed by Airline
30 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. Japan Deluxe Tours Inc. is not responsible for any charges or penalties for airfare cancellation(s).

Written notice of cancellation and travel documents must be received by Japan Deluxe Tours Inc. at least 31 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. Cancellation date will be determined based on when Japan Deluxe Tours Inc. receives written notice from tour participant.

All penalty fees must first be paid before any credit card payment refund can be issued.

#### **Restricted Promotion Fare**

Tour Packages reserved with our special promotions or discounts are non-refundable. If a tour participant(s) must cancel their tour prior to departure, guest(s) can elect to receive a credit for the value of the tour minus a USD 300 administrative fee and any applicable penalty fees. Credit can be used to book a land-tour package of value equal to or greater than the credited value with Japan Deluxe Tours Inc. within one year from the cancellation date of the original itinerary.

#### **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 USD 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.

#### Tours Cancelled by Japan Deluxe Tours Inc.

In the unfortunate event Japan Deluxe Tours Inc. has to cancel your Japan tour, we will refund the entire amount paid unto Japan Deluxe Tours Inc. at time of cancellation.

## **3. TRAVEL INSURANCE**

Travel Insurance is NOT included with the purchase of your tour. Therefore, 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. To assist with these unfortunate events, Japan Deluxe Tours Inc. recommends purchasing travel insurance offered through Travel Guard<sup>®</sup> Insurance.

## **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 roll-away 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. Japan Deluxe Tours Inc. can arrange for Vegetarian meals, but we ask you submit your meal request when booking your Japan tour package. We are able to accommodate vegetarian meals, some allergy restrictions, and can notify your tour guide about your dietary preferences. In some cases, Japan Deluxe Tours can accommodate clients with strict/severe dietary restrictions (additional fees will apply).

No reimbursements or refunds will be issued if a tour participant chooses to skip a provided meal.

#### **Admission / Entrance Fees**

Admission or Entrance fee for attractions are included as specified in each itinerary. Admission or Entrance Fees for JDT Recommends or optional Day Trips & Excursion Tours are not included with the price of your Japan tour.

#### **Itinerary Changes**

Japan Deluxe Tours Inc. will adhere to the original itinerary as accurately as possible. However, we cannot quite predict the future and we never know what may happen in Japan. Therefore, the tour itinerary's 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. Japan Deluxe Tours Inc. will do our best to provide alternatives whenever possible in the event of an itinerary change. See Section 7 - General Conditions Unused Tour Features for more information regarding unused attractions as a result of itinerary changes.

#### **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); JDT Recommended Activities; porter's fee at airports and hotels; travel insurance & protection; day-trips & excursion tours; 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 USD 50 processing fee plus any other amendment fee.

## 7. GENERAL CONDITIONS Tour Price

All tour prices are listed 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**

Japan Deluxe Tours Inc. guarantees your tour price once we have received full payment for your Japan Tour. Only amendment fees, currency surcharges, optional hotel swaps, optional hotel extensions, optional day-trips or excursion tours, or flight changes which additional costs must be added to the tour package will result in a price reassessment for each passenger.

#### **Complimentary Airport Transfers**

Complimentary arrival and departure transfers are offered between designated airports and hotels on the scheduled starting and ending day of your Japan tour. If you wish to arrange flights on your own but would like to receive a complementary transfer, you are required to provide us with your flight information 30 Days before your vacation begins in Japan.

#### **Unutilized tour features**

Any Unused tour features, due to time constraints, weather, itinerary change(s), or otherwise, either on air transportation or for land arrangements are non-refundable and non-exchangeable.

#### **Tour Photography**

Japan Deluxe Tours Inc. 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 of your vacation for our website. If you do not want your picture taken or on our website, please notify your tour guide. Any photos taken by our tour guides may appear on our website, unless specified otherwise.

#### Hearing Aids & Audio Receivers

For tour participants who have trouble hearing the tour guide, Japan Deluxe Tours Inc. offers audio receivers for use during your tour. Tour participants that damage or fail to return your audio receiver will be subject to a replacement fine.

#### **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 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.

#### **Fitness**

To ensure smooth operation of the tour, Japan Deluxe Tours Inc. recommends that travelers be in general good health. Traveling and visiting sights in Japan require a certain level of fitness & health. In order to fully enjoy this tour and to prevent issues for the group, please be prepared to keep up with the pace of the group, climb stairs with no difficulty, and wear comfortable shoes for all day use. 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.

#### Safety

During your tour with Japan Deluxe Tours Inc., there are certain risks and dangers that may arise beyond our control. This includes the dangers from travel by boat, train, shuttle services, aircraft, ground vehicles, or other means of transportation, travel in undeveloped areas, the forces of nature, political unrest, accident or illness, etc. In the event of an emergency, Japan Deluxe Tours Inc. will take the necessary steps to provide sufficient measures in response to said situation.

#### **Medication**

Please verify with your doctor, physician, or the Japanese Embassy in your country to ensure you can travel safely with your required medication. Japan Deluxe Tours Inc. will not be held responsible for any issues or complications related to medication(s).

#### Smoking

Japan Deluxe Tours Inc. will do everything we can to accommodate non-smoking rooms for our tour participants. However, Japan Deluxe Tours Inc. cannot guarantee you will have a nonsmoking room during your Japan tour. Many hotels in Japan don't separate smoking and non-smoking rooms, and some hotels have limited non-smoking rooms available. Japan Deluxe Tours Inc. will do our best to accommodate guests in nonsmoking rooms during their tour.

#### 9. SPECIAL ASSISTANCE Notify at Booking

Please report any disability requiring special attention when submitting your tour reservation application. Unfortunately, not all destinations or attractions are accessible for disabled tour participants in Japan. Japan Deluxe Tours Inc. will do what we can to reasonably accommodate the special needs of travelers, but cannot guarantee access to select services. A travel specialist will contact you if it is possible to accommodate your request(s) after we receive your travel information (additional fees may apply).

#### **Additional Companion**

We regret that we cannot provide additional individual assistance to a tour participant(s) for walking, dining, transportation, or other personal needs. If these services are required, a qualified and physically capable companion must accompany travelers who need such assistance.

#### **Companion Chairs**

Companion chair rental is available upon request for select escorted tours and nominal charges will apply. Please contact

your travel agent for pricing and details. Unfortunately, not all tour packages can accommodate guests with companion chairs.

## **10. BAGGAGE**

One suitcase & one carry-on luggage are allowed per person at your own responsibility throughout the tour.

Due to possible changes in airline policy, please contact your travel agent for more information on your air carrier's baggage policy.

## **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 additional or extra charges occurred due to deviation(s) from the tour itinerary.

## **12. PASSPORT & VISA**

Your passport must be valid for at least 3 months from the return date of your trip. Please check with your country's consulate or embassy for more information on passports. An entry visa is not required for passport holders of USA, Canada, and Australia going to Japan for up to 90 days. Please check the Japanese Ministry of Foreign Affairs (www.mofa.go.jp) to see the list of countries with visa exemption agreements with Japan.

## **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.

Japan Deluxe Tours Inc. happily offers a hefty 50% discount off the land tour packages for Infants or Toddlers between the age(s) of 0 to 5 years old when travelling with an adult or child. Infant/Toddler must share existing bedding (Max one per room) with an adult or child traveler(s). Young travelers aged 6-11 who need a bed and must share a room with an accompanying adult receive a 25% discount on the land-tour price. Infant/Toddlers and Young traveler packages include meals, admission, and their own seat on buses, bullet trains, and other transportation. If you have any questions/concerns, please contact your travel agent for more information. Child discounts cannot be combined with other promotions.

## **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.

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.

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.

#### **Baggage & Tour Handbooks**

Baggage is carried at owner's risk and baggage insurance is recommended. Japan Deluxe Tours Inc. is not responsible for typographical errors or omissions in our tour brochures.

#### **Cancellation, Substitutions & Pricing**

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.

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. 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.

All tour fares shown are based on the present value of foreign currencies in relation to the U.S. dollars in effect on August 12, 2019, and in current tariffs on the same date and are subject to change.

#### **Travel Insurance & Safety**

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.

Japan Deluxe Tours Inc. will do what we can to reasonably accommodate the special needs of travelers, but will not be found responsible if unable to do so. Japan Deluxe Tours Inc. is not responsible for any denial of services by carriers, hotels, restaurants, or other independent suppliers.

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.

#### 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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