



## BOOKING TERMS AND CONDITIONS



It is essential that these terms and conditions are read and understood prior to making your booking. Changes in air fares, operator's tariffs, and currency exchange rates may affect the price of the tour. By making a booking you will agree to accept the terms and conditions set out herein.

In compiling this tour, Bruce McWhinney, the tour organiser, has used information supplied by the various service providers used in the itinerary, and other information available at the time of printing. The tour organiser cannot accept responsibility or liability for any such information. The client, you, acknowledges that the tour organiser is making bookings and travel arrangements on the client's behalf on the express understanding accommodations, travel arrangements and tours are solely under the control of our companies authorised by Tourism Administration. The tour organiser is not liable for any act, omission, or default on the part of such bodies, their servants, agents, contractors, or any authorised bodies. The tour organiser will be exempt from liability in respect of any event, negligent act, omission, death, accident, injury, sickness, irregularity, loss or damage to person or property whatsoever, howsoever and by whomsoever caused.

### Costing Includes

International travel where applicable and most internal travel as stated in the itinerary. Arrival and departure transfers where stated on itinerary. Hotel accommodation on a twin basis. Meals as stipulated in the itinerary. Sightseeing and admission fees per the itinerary. Tips and gratuities to guides and drivers.

### Items Not Included In The Tour Cost

The tour costing excludes items not specifically referred to in the tour itinerary including but not limited to, pre travel documentation, travel insurance, airport and other transportation/construction taxes, excess baggage charges, portage, gratuities, meals not specified in the itinerary, interstate and intrastate transportation from the client's home and Sydney international airport. Items of a personal nature such as laundry, dry cleaning, beverages, personal accident and medical expenses, incidental expenses, any transportation not included in the itinerary, telephone and other communication charges.

### Travel Documents

All clients must be in possession of a current passport, valid for entry into the countries to be visited or transited and having a validity of at least six months after the scheduled date of return to Australia and the necessary visa at the time of final balance of payment for the tour is due. All such documentation is the sole responsibility of the client. The tour organiser accepts no responsibility or liability whatsoever for the failure of the client to obtain the necessary documentation.

### Reservation and Deposit

Deposit **\$1500.00** per person for Japan and \$500.00 for Bali. The booking form must be completed and signed by you and accompany your deposit to enable your booking to be processed. All bookings are subject to availability at the time of application.

### Balance Of Payment

The balance of payment for your booking is due 90 days prior to departure of the tour. If for any reason, the balance of payment is not received by the tour organiser by the due date, the tour organiser reserves the right to treat such failure to pay as a cancellation and to apply the appropriate cancellation charges.

### Cancellations and Refunds

The following cancellation fees or refunds shall apply if for any reason the client cancels his or her booking.

Prior to 90 days prior tour departure – forfeiture of deposit

In addition to the above the following shall also apply ;

Cancellation fees imposed by international airlines

Cancellation fees imposed by internal travel bodies

Between 90 days and date of departure – forfeiture of total cost of tour

Unfortunately it is necessary to strictly enforce these cancellation policies as firm reservations must be made for each client for transportation, accommodation, and touring. The reservations made on the client's behalf are subject to onerous cancellation fees.

No refunds are available after the tour has commenced or in respect of lost or unused tickets, vouchers, meals or any other services not used.

NO AMENDMENTS MAY BE MADE TO ANY PORTION OF THE TOUR BY THE CLIENT.

### Late Bookings

Reservations made within 90 days of the tour departure date will incur a non-refundable fee of \$100.00. Full payment for the tour together with the late booking fee must be received at the time of application to join the tour. In the event that the booking request cannot be confirmed the late booking fee will be retained by the organiser.

### Tour Pricing

The tour has been costed on tariff and variable currency exchange rates and are quoted in Australian dollars. In the event of fluctuations in currency exchange rates, service providers' tariffs, fuel prices, accommodation rates and other tour components, the tour organiser reserves the right to adjust the tour pricing up to and including the date of

departure, even after the receipt of final payment from the client. Acceptance of this arrangement is an express condition of making a reservation on the tour. Any alteration to the price of the tour will be brought to the attention of the client as soon as practicable.

### Tour Operation

Although the tour organiser will endeavour to ensure the tour proceeds as per the itinerary published, an express condition of making reservation is the acceptance by the client that the itinerary, schedule, accommodations, sightseeing, modes of transportation and other associated components outlined in the brochure are subject to change without notice. All tour components are provided by independent operators and all bookings made are subject to the terms and conditions and limitations of those operators, hoteliers, transport companies, and other service providers.

If the itinerary or bookings need to be changed due to circumstances beyond the tour organisers control it reserves the right to vary the itinerary and inform the client of the changes. If the variation is only available at a higher cost, the client will bear the increased cost. Unforeseeable circumstances such as force majeure, adverse weather conditions, airline flight rescheduling, hotel overbooking, technical faults with transportation and road conditions may also have a consequential effect on the content and schedule of the tour after commencement. Any decision made in respect of tour services provided by independent operators to reroute or amend the itinerary for any reason is at the discretion of the service provider. The tour organiser will not be liable for any claim whatsoever from such events which affect the schedule or content of the tour.

### Group Tour

The quoted holiday price is based on a minimum number of people travelling together and staying in twin share accommodations. Should the minimum number of persons not be attained, the tour organiser reserves the right to cancel, amend or recost the tour. In this event the client will be advised and should he/she wish to withdraw, then on receipt of written confirmation to that withdrawal refund of monies paid will be less any charges imposed.

### Single Travellers

Single travellers who wish to share with another person must advise the tour organiser at the time of booking. The tour organiser will endeavour to match the client with a suitable person for the duration of the tour. If the tour operator is unable to find such a person to share accommodation, the single room supplement specified must be paid by the client at time of balance of payment. Clients who choose to enjoy sole occupancy of their accommodations, the single room supplement is to be paid at balance of payment. (Single rooms only for Bali)

### Health Requirements

Clients should familiarise themselves with the health requirements applicable to the areas they will be visiting. The client is solely responsible for compliance with vaccination and other health requirements of governments in the countries visited or transited. The Department of Health or your doctor should be able to assist with the current health requirements and recommendations.

### Travel Insurance

It is a condition of joining this tour that all members have adequate travel insurance at the time of making their reservations to cover against various contingencies such as loss of deposit and/or fares through cancellation, loss or damage to luggage, loss of money and/or travel documents, medical expenses, curtailment charges, personal accident and personal liability. The tour organiser will be pleased to arrange coverage for you on receipt of your instructions.

### Travellers Cheques and Visa Card

Travellers cheques and visa card are the safest way to carry your spending money. Withdrawals by Visa card can be made at ATM's at post offices in large towns and cities. However it is recommended that smaller towns and villages may not have the means to change money.

### Baggage Regulations and allowance

In accordance with International Airline Regulations, the free baggage allowance is 20kgs for economy class passengers plus limited cabin luggage. Excess baggage charges are the sole responsibility of the client. Regulations within Japan specify that all luggage must have a locking device attached. Failure to follow this regulation may result in refusal by staff to load luggage.

### Limitation of Liability

Except to the extent that the law imposes a non-excludable liability, all bookings are accepted subject to the conditions of carriage and other conditions imposed by the various service providers on the tour.

### Procedure for Lodging Complaints

In the event of a claim for compensation, the client agrees to inform the tour organiser, in writing within 30 days of the tour completion. Relevant receipts and substantiating evidence must be attached to the letter of claim. The tour organiser will not be liable for claims made later than 30 days after the tour completion.

### Law Of Contract

Any conflict arising between the client and the tour organiser shall be governed by the laws of the state of New South Wales. Any legal action arising therefrom shall be litigated only in the appropriate court having jurisdiction in that state.

### Illustrations

Are indicative only and do not necessarily represent items or places in the itinerary.

