

## **Terms and Conditions**

The Travel Contract of Hidden Japan Travel ("We," "Us," or "Our") to be concluded with the Traveller ("You"), is based on the following terms and conditions. By making a booking with us, you agree to be bound by these terms and conditions.

### **Reservation and payment**

To sign up for a tour, submit the reservation form together with the tour fee. We ask you to pay a deposit within 2 weeks of receiving an invoice and the balance at least one month prior to the start of the tour. We will send you a confirmation email upon receipt of full payment – this email represents validation of your Travel Contract with Hidden Japan Travel and will include details of your accommodation and itinerary.

Reservation can be made by a third party ("Contract Representative"). The Contract Representative is required to submit a list of tour members at the time of application. If the Contract Representative does not join the tour, a member of the tour party will be appointed as a representative by us after the tour begins.

We reserve the right to decline your application for a Travel Contract in cases (a) where you do not meet conditions as specified by us in advance, as required of Travellers participating in a tour; (b) where the number of Travellers subscribing for the Tour has already reached the maximum number of participants; (c) where your actions during the application process cause us considerable inconvenience; (d) where the Travel Contract cannot be concluded for reasons related to payment of the tour fee (such reasons may be due to, but not limited to, your credit card being invalid).

In cases where you or those you are representing require special attention, you shall mention such a request to us at the time of application for the Travel Contract. We shall attempt to accommodate such requests as far as possible. Expenses incurred as a result of such special arrangements shall be borne by you.

We undertake the organization of arrangements and administration of itineraries under the Travel Contract, such that you may be provided with transport and accommodation as offered by accommodation facilities, and other services concerning the tour. We reserve the right to engage other travel agents, professional organizers and arrangers, or other helpers in or outside Japan, in having them make arrangements in whole or in part on our behalf.

### **Documentation**

Documentation related to your chosen tour will be sent electronically. If you would prefer hard copies of documents, you will need to make such a request upon submission of the

reservation form. We reserve the right to charge an administration fee to cover printing and postage of such documentation.

## **Health and Insurance**

We reserve the right to take measures in cases where we consider you to be in a condition requiring attention due to sickness and/or injury. In such a case, the expenditure required for the measures shall be borne by you.

You are recommended to take out adequate and appropriate travel insurance for your tour. You must have insurance cover for medical expenses (including medical repatriation).

Please read your policy details carefully and take them with you on holiday. It is your responsibility to ensure that the insurance cover you purchase is suitable and adequate for your needs. We do not check insurance policies.

## **Damages**

In no circumstances are we responsible for any damages suffered. Damages may have been caused by a third party, unusual and unforeseen circumstances beyond our control, or you (e.g. in cases where you have not followed the traffic laws of Japan, or used equipment provided by us irresponsibly). We undertake to explain information we deem pertinent to your tour (either in print or orally) (e.g. relevant traffic laws, how to use specific equipment). We undertake to provide full-working equipment (if appropriate), however if you feel at any point (i.e. prior to starting or during a tour) that any aspect of the tour is unsafe or equipment is not fit for purposes, you are responsible for bringing in to our attention.

In cases where we have suffered damage due to your actions, you shall be required to compensate us for the damage.

## **Changes to the Travel Contract**

We may make changes to the Travel Contract in the following cases: (1) Where unusual and unforeseen circumstances arise due to reasons beyond our control, including, but not limited to acts of God/providence, acts of war, civil commotion, suspension and/or closure of Tour Services such as transport and accommodation facilities, exercises and/or orders from government and other public agencies, the need to use transport services not based on our original transport plan, and such circumstances affect the safe and smooth implementation of the Tour, we may be required to change the itinerary and other contents of the tour; (2) When the number of people participating in the tour changes due to reasons not attributable to us after the conclusion of Travel Contract, in cases where the tour price

varies with the number/age of people, we reserve the right to change the amount of the tour price as described in the Travel Contract.

In situations where named Travellers are unable to participate in the tour and wish to defer their Travel Contract to a third party, we require you to inform us of changes and information relating to Travellers. This must occur at least one day prior to the start of the tour. In situations where the new party differs by type (e.g. adult/child), we reserve the right to change the amount of the tour price as described in the Travel Contract.

## **Cancellation of the Travel Contract**

### *Our Right to Cancel the Contract - Cancellation before the Start of the Tour*

We reserve the right to cancel the Travel Contract before the start of the tour by explaining to you the reason for the cancellation, in the following instances: (1) In cases where it becomes known that you do not meet the conditions required of tour participants (as outlined in the Application Form); (2) In cases where you request extra support beyond a reasonable extent; (3) In cases where the number of Travellers participating in the tour does not reach the minimum number of participants for the tour as specified in the tour description on our website ([www.hiddenjapantravel.com](http://www.hiddenjapantravel.com)); (4) In cases where it is extremely likely that conditions required for implementation of the tour as described in the Travel Contract, such as the presence of Sakura for a Cherry Blossom Viewing Tour, shall not come into being; (5) In cases where unusual and unforeseen circumstances arise due to reasons beyond our control; (6) In cases where you are considered unable to participate in tour due to illness, the absence of a necessary aide/helper and/or other such causes.

### *Our Right to Cancel the contract - Cancellation after the beginning of the Tour*

We reserve the right to cancel part of the tour, in the following instances, even after the start of the Tour, by explaining the reason for the cancellation: (1) In cases where you are considered unable to continue the tour due to the absence of a necessary aide/helper and/or other such causes; (2) In cases where you infringe on the safe and smooth implementation of the tour by not following instructions as given by our tour representative and/or other staff, or by disrupting group activities by physically assaulting and/or threatening said staff or other Travellers; (3) In cases where unusual and unforeseen circumstances arise due to reasons beyond our control. In cases where we cancel the Travel Contract under these conditions, the contractual relationship between Us and You shall cease to exist. In such a case, it shall be deemed that our liability related to the tour has effectively been redeemed. In such cases, we shall refund you, after applying any penalties and/or deducting other amounts already paid or expenses still payable.

If a tour is cancelled before starting (i.e. the first day of the tour), either by Us or by You, we shall provide the appropriate refund within 7 days from application for such a refund. If cancellation occurs after the commencement of the tour, the appropriate refund will be paid within 30 days of the last day of the tour. The payment of the appropriate refund does not prevent You or Us from exercising the right to claim compensation for damages. Payment of the appropriate refund will be made to the card used during application. The speed with which this payment enters your account may vary with the specific credit card used. In cases where you cancel a tour after it has begun, we will endeavour to make travel arrangements for you as needed, within reason. You will be responsible for payment for this travel. If we cancel the tour for reasons related to (1) and (2), stated above, we are not obliged to assist you with travel arrangements or associated fees.

### *Your Right to Cancel the Contract*

You may, at any time, cancel the Travel Contract by paying us the cancellation fee as specified below. In cases where you wish to cancel a booking prior to receipt of the Travel Contract, no cancellation fee will be incurred, but there may be a transaction fee to cover the cost of online payment.

You may cancel the Tour, in the following instances, without having to pay the cancellation fee: (1) In cases where the content of the Travel Contract is changed by us. (2) In cases where unusual and unforeseen circumstances arise due to reasons beyond our control, including, but not limited to acts of God/providence, acts of war, civil commotion, suspension and/or closure of Tour Services such as transport and accommodation facilities, exercises and/or orders from government and other public agencies, and other such circumstances that affect the safe and smooth implementation of the Tour, or that have increased the potential of disabling the tour to an extreme extent.

Cancellation fees are as follows:

Days prior to commencement of the tour	Cancellation Charge
31+	No charge
14-31	30% of tour price
5-13	50% of tour price
1-4	100% of tour price
After departure or no show	100% of tour price

*Note: We will charge a transaction fee when a contract is cancelled to cover online payment.*