

AJ Travel Bureau Pty Ltd Terms & Conditions

Please read these conditions carefully as they set out the basis upon which Andrew Thompson T/as AJ Travel Bureau Pty Ltd (ACN:602 228 857) accepts all bookings from travel customers. These Booking Terms together with the information in the Booking Form constitute contract between you and AJ Travel Bureau. Andrew Thompson T/as AJ Travel Bureau is both a travel agent and a tour operator. As a travel agent, it provides travel services to its customers, which essentially involves the booking of travel products provided by third parties such as airlines, transport companies, hotels and tour operators. As a tour operator, it plans itineraries and places to visit, and also involves Andrew or his representative arranging, guiding and escorting the tours for his travel customers in Japan. These are independent and/or group tours. Using this brochure or website and our service means you accept these Booking Terms. We reserve the right to amend our Booking Terms.

1. Interpretation

Where we use the words "AJ Travel Bureau", "us", "we" and/or "our", we are referring to Andrew Thompson T/as AJ Travel Bureau. These Booking Terms apply to all bookings whether made in our office, online, through our website or by any other means of electronic communication. Where we use the words "traveller", "you" and/or "your", we are referring to you as the travel customer.

2. Prices, Deposit and Full Payment

Dates, itineraries and prices are valid from 01 July 2016 until 31 December 2017. For bookings made more than 90 days from the scheduled departure date, a non-refundable deposit of AU\$500 per person per journey is due 5 days after confirmation. Full payment is due and payable to us 90 days prior to the scheduled date of tour departure and will be notified to you in your confirmation of booking. Prices are not guaranteed until payment has been made in full and documents have been processed and issued to you. Failure to pay a deposit within 5 days from the date of confirmation or in full by the due date may result in the automatic cancellation of your booking without refund of monies paid. All bookings are subject to availability at time of booking.

3. Inclusions

Where you have booked a tour with us, the price of your tour includes as described in the itinerary all: accommodation, transport, sightseeing, services of the tour escort, and airport transfers in Japan on the first and last day of the tour (to the nearest international airport).

4. Exclusions

Where you have booked a tour with us, unless specified in the itinerary, the price of your tour does not include: international flights, internal flights, taxes, excess baggage, meals, visa fees, passport costs, travel insurance, optional activities and all personal expenses.

5. Cancellation by the Traveller

All cancellations must be received in writing. No refunds will be made for unused services, regardless of the reason. Cancellations are subject to the following cancellation fees applied per person, per confirmed booking: (a) For cancellations made more than 90 days before the scheduled tour departure date, the deposit will be forfeited to us. (b) For cancellations made between 46-89 days before the scheduled tour departure date, a cancellation fee of 50% of the tour costs will be payable. (c) For cancellations made within 45 days of the scheduled tour departure date, 100% of the tour costs will be payable. Cancellation of any third party suppliers' arrangements will be subject to fees charged in accordance with that supplier. Refunds will not be given for unused or cancelled services after your arrangements have commenced.

6. Amendments by the traveller

Amendment fees are not charged to the traveller unless we are charged by third party suppliers. Additional amendment charges may be charged by any suppliers such as airlines, hotels or other tour operators. Many suppliers deem a name change to constitute a cancellation, rather than an amendment and cancellation fees can apply in this instance.

7. Cancellation and amendments by AJ Travel Bureau

We reserve the right to cancel, reschedule or amend any itinerary in accordance with operating requirements or circumstances beyond its

control. We are not responsible for any other travel arrangement affected due to our cancellations or amendments. Where amendments beyond our control require us to add or amend a service/s resulting in an increased operating cost, a surcharge may be payable by you for the additional or amended service/s.

8. Agency and third party providers

You acknowledge that: (a) we are a travel agent and tour operator, and are not an accommodation, transport or event provider; (b) we are not responsible for, and make no warranty or representation about, third party suppliers, their products and services or information provided in this brochure or website about their products and services; and (c) we do not endorse any third party products or services contained in this brochure or website. Be advised that we have no control over, or liability for, the services provided by third parties and that most suppliers impose their own terms and conditions for the products and services they offer. We can provide you with copies of the relevant service provider's terms and conditions on request. You may, after reading these terms decide that they are not acceptable to you and that you do not want to book that service provider. If that is the case, you should instruct us immediately to not book that service provider.

9. Limited liability, Consumer Claims and Exclusions

AJ Travel Bureau as the provider to you of services, as a travel agent and/or as a tour operator, guarantees to you that those services will be provided to you with due care and skill, be reasonably fit or for their specified purpose, can be reasonably expected to achieve the desired result and will be provided to you within a reasonable time having regard to the circumstances. If we breach any of these statutory guarantees, then you may have rights under the Competition and Consumer Act 2010. Where we are liable to you under that Act then our liability is limited to supplying the services to you again or to paying the cost of having the services supplied again. To the fullest extent permitted by law, you release us from any liability to you for any loss, theft or damage to baggage or property, or for any injury, illness or death, whether any such loss, of property or personal injury or death is caused by the negligence of us or not. We are not liable to you for any damages, claims, injury, illness or death howsoever caused or arising directly or indirectly from accidents, loss, theft or damage to person or property, delays, transport failure, strikes, wars and uprisings or acts of God or nature over which we have no control. Where we work with various third party companies, agencies and individuals in order to provide the running of our tours and we are acting as agent for those third parties then we are not responsible for any acts or omissions of those third parties.

10. Prices

All prices are in Australian Dollars and are valid at time of publication, but are subject to change. Prices represent land only twin share prices (single supplement prices are also given). We strive to make reasonable efforts to ensure our prices do not change, but we may be required to impose surcharges depending on currency fluctuations, changes in government legislation, air prices, fuel surcharges or other variables beyond our control. You acknowledge and agree that you shall be responsible for the prompt payment of all surcharges and price increases. Please contact us for up to date prices before booking.

11. Payment

Payment can be by direct deposit, bank cheque PayPal or credit card either via the company website or over the phone. However payments made through PayPal attract a 2.5% service fee and credit card payments attract a %2.7 fee.

12. Booking Form with Fit for Travel Statement

All travellers are required to complete and return a Booking Form with the Fit for Travel Statement completed in order to receive confirmation.

13. Health and Fitness

Your physical health and mental well-being are important to us. Please carefully consider if your choice of tour is appropriate for your level of health and fitness. Although our tours have no upper age limit, and are suitable for travellers with average health and fitness, we make use of local transport, which can be physically demanding for

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some travellers. This is because many Japanese train stations do not have lift access and may require a significant amount of walking to reach them. Where you have booked a tour with us, you acknowledge and agree that you can walk without help and can manage the movement of your own luggage. You must also disclose the details of any pre-existing medical conditions prior to travel. This is to be done by filling out our Medical Disclaimer Form. We reserve the right to request that you see your doctor to confirm that you are physically able to undertake the day-to-day requirements of your chosen tour. If you are concerned about your physical ability to undertake a tour, we can arrange a tailor-made itinerary for independent travel as an alternative. It is also your responsibility to ensure that you obtain medical advice at least two months prior to travel for the latest health requirements, recommendations for Japan (or any other country) and any costs. Where you do not do so, and either are not allowed to enter Japan (or any other country), or suffer personal injury or death as a result, we have no liability to you for any cost, loss or damage which you suffer nor will we refund you the cost of any unused portion of your travel arrangements.

14. Minimum and Maximum Number of Travellers

The maximum group size of our tours is 10. A tour will operate once there are 2 confirmed travellers. Where minimum numbers are not reached at least 30 days prior to departure, you will be given the following options: (a) undertaking the journey on an independent basis. Any additional costs to arrange the journey on an independent basis will be advised to you. This option is available for most, but not all tours. (b) cancellation of participation without penalty, as long as you advise us of this option at least 20 days prior to journey departure. Be advised that some of our tours have been scheduled to fit with other tour departures to create a longer 'combined' tour. This means that some of your group may have already been travelling together by the time you join the tour. If you would like to know how many people are booked on your tour, or about any combined tour which it is part of, please contact us.

15. Children

Our tours are open to travellers 10 years of age and over, however no traveller under 20 years of age can join our tour without being accompanied by a parent or guardian.

16. Tour Escort Authority

When joining one of our tours, travellers must abide by and comply with the authority and reasonable directions of the tour escort who represents us. At all times, the decision of the tour escort will be final on matters concerning individual and group safety and well-being. If a tour escort decides that you do not have the required fitness for travel at any time, the tour escort may, in his/her sole reasonable discretion prevent you from further participation in the journey. In addition, should you fail to comply with a reasonable decision or direction of the tour escort, interfere with the well-being of others, fail to respect the rights or beliefs of others, or commit an illegal, obscene or otherwise inappropriate act while on the tour, the tour escort may, in his/her reasonable discretion, prevent your further participation in the journey. In such cases, we will use our reasonable efforts to help with onward travel arrangements for the relevant traveller. However, no refund will be given for any unused portion of the journey in these cases.

17. Travel Advice and Travel Insurance

We strongly recommend that you contact the Australian Department of Foreign Affairs or visit their website at smartraveller.gov.au. This website contains valuable information and advice including safety alert levels relating to your travel destinations. It also allows you to register your travel plans with that department so that you can be contacted if an emergency arises. It is a condition of travel on our tours that all travellers be adequately covered by travel insurance prior to departure. Insurance should cover personal accident and medical expenses, evacuation and repatriation, baggage loss, and cancellation or curtailment of holiday. Your insurance details must be supplied to us at least 30 days prior to departure.

18. Air Arrangements

Tour prices are land only. They do not include airfares from or to your departing destination. Therefore, it is your responsibility to book suitable flights to allow sufficient time for meeting the scheduled tour departures dates and times in Japan. It is also your responsibility to

advise us of your flight details in order for us to arrange your Japan-based airport transfers to/from your hotel. Be advised that all flights bookings are subject to the carrier's conditions of carriage. It is your responsibility to carefully read and understand the terms and conditions that relate to your airfare and contact the relevant airline if you require further information. We accept no responsibility or liability for any costs incurred due to any problems experienced with your flights. It is your responsibility to contact the airline prior to departure to ensure there is no change to the scheduled departure time.

19. Hotel Bedding Configuration in Japan

Japanese hotel rooms are usually smaller than what you may be used to and are often configured differently. Twin bedded rooms are the most common configuration and usually have more floor space than single or double rooms. Requests for specific bedding types can be made at the time of booking but they cannot be guaranteed. Triple share accommodation can be requested however it is often unavailable. There are no reductions in price for triple share travellers.

20. Feedback

We value your feedback and strive to ensure your tour runs smoothly, however there are times when unforeseen problems may arise. In such cases, you should first seek the advice of your tour escort, who will try to resolve any problems at the time. If a problem is not resolved during your tour, you should send us written correspondence detailing the nature of your complaint as well as the efforts you went to resolve the problem while in Japan. Please send this correspondence to us with supporting documentation, within 30 days of the date of service delivery. We will not consider claims made after this period. We recommend that you forward all correspondence to us by email to our email address info@ajtb.com.au scanning the relevant attachments.

21. Passport and visa requirements

Visas, including transit visas, are the passenger's own responsibility. Australians travelling with a valid Australian passport do not need a Japanese visa if their purpose of travel to Japan is for holiday activities and the proposed period of stay is no more than 90 days. However, please check with the Japanese Embassy for up to date information, and any particular requirements for your nationality or personal circumstances, and also that of each country you may be travelling through. You need to ensure that you have at least 6 months validity on your passport from the date of your departure.

22. Publicity

You agree that we may use images of you taken on tour and any comments made in writing by you regarding the tour for publicity and promotion purposes. You grant us a perpetual, royalty-free, worldwide, irrevocable licence to use such images and comments for publicity and promotional purposes.

23. Your privacy

By providing email and postal addresses on the Booking Form you have agreed to receive correspondence from us which may contain marketing, specials and promotional material. You acknowledge and agree that we may need to disclose some or all of the personal information of you and other members of your party for the purpose of arranging your tour as outlined in our Privacy Policy.

24. Website links

You acknowledge that the inclusion of links on the website ajtb.com.au not intended as an endorsement or recommendation of any linked site or its content of such sites. We do not guarantee that our website or any linked site will be free from viruses, or that the website or any linked website will be uninterrupted.

25. Errors & omissions

We reserve the right to correct any errors in rates or content quoted or calculated for any tour, with immediate effect. We will use our reasonable endeavours to notify you of such corrections.

26. Governing law

The Booking Terms and your use of this brochure or website, and all matters arising out of or in connection with them, are governed by the laws applicable in the Australian Capital Territory.