

Booking Terms & Conditions
2018 Version



Please ensure that you have read, understood and agreed to the terms and conditions of booking below before signing the Customer Information Sheet declaration.

1. Contract

1.1 All bookings are made with **Liberta Inc.** trading as **Heartland JAPAN** (us/we). In booking a trip with us you are agreeing to these Booking Terms & Conditions (which constitutes the entire agreement between you and us) and your booking will be accepted by us on this basis.

1.2 The services to be provided are those referred to in your Booking Confirmation Invoice.

2. Your Details

2.1 In order for us to confirm your travel arrangements you must provide all requested details on the Customer Information Sheet. The details you provide will be used solely for this purpose.

3. Deposit

3.1 You are required to pay a non-refundable deposit amounting to 25% of the full price as outlined in the Booking Confirmation Invoice.

3.2 If your booking is made within one calendar month of the departure date then the full amount is payable at the time of booking.

4. Booking Acceptance & Final Payment

4.1 Upon acceptance of your booking we will issue a Booking Confirmation Invoice. A contract will exist between us from the date we issue the Booking Confirmation Invoice or if you book within one calendar month of the departure date the contract will exist when we accept your payment.

4.2 Please refer to your Booking Confirmation Invoice for details regarding final payments. Payment of the balance of the trip price is due up to one calendar month of the departure date. If this balance is not paid on or before the due date we reserve the right to treat your booking as cancelled.

5. Cancellation by the Customer

5.1 Cancellation of some or all portions of your booking will incur cancellations fees. A cancellation will only be effective when we receive written confirmation of the cancellation. If you cancel a trip:

5.1.1 more than one calendar month prior to departure date, we will retain the deposit;

5.1.2 between one calendar month up to and including 15 days prior to departure date, we will

retain 60% of the total booking cost;

5.1.3 between 14 days up to and including 7 days prior to departure date, we will retain 80% of the total booking cost;

5.1.4 7 days or less prior to departure date, we will retain 100% of the total booking cost.

5.2 If you fail to join a tour, join it after the indicated departure date, or leave it prior to the completion date, no refund will be made.

6. Cancellation by Us

6.1 We may cancel a trip at any time prior to departure if, due to terrorism, natural disasters, political instability or other external events it is not viable for us to operate the planned itinerary.

6.2 If we cancel your trip, you can transfer amounts paid to an alternate departure date or alternatively receive a full refund. In circumstances where the cancellation is due to external events outside our reasonable control refunds will be less any unrecoverable costs.

6.3 We are not responsible for any incidental expenses that you may have incurred as a result of your booking including but not limited to visas, vaccinations, travel insurance excess or non-refundable flights.

6.4 Please note that different cancellation conditions may apply to some styles of trips; your booking consultant will advise if differences apply.

7. Booking Amendments

7.1 If you wish to transfer from one trip to another you must notify us at least one calendar month prior to the departure date.

7.2 A fee of 20,000JPY per person per change will apply (in addition to any charges levied by hotels, ground operators or airlines).

7.3 If you notify us less than one calendar month prior to the departure date the refund policy applicable to cancellations will apply.

7.4 Amendments to any other arrangements made in conjunction with your trip will incur an 10,000JPY administration fee per booking per change. This fee is in addition to any charges levied by hotels, ground operators or airlines.

7.5 No amendments are permitted to your booking within 14 days of departure.

8. Inclusions

8.1 The land price of your trip includes:

8.1.1 all accommodation as listed in the Itinerary

8.1.2 all transport as listed in the Itinerary

8.1.3 all sightseeing and activities as listed in the Itinerary

- 8.1.4 all meals as listed in the Itinerary
- 8.1.5 all guide services as described in the Itinerary

9. Exclusions

9.1. The land price of your trip does not include:

- 9.1.1 international or internal flights unless specified
- 9.1.2 airport transfers, taxes and excess baggage charges unless specified
- 9.1.3 meals other than those specified in the Itinerary
- 9.1.4 visa and passport fees
- 9.1.5 travel insurance
- 9.1.6 optional activities
- 9.1.7 all personal expenses

10. Age & Health Requirements

10.1 Our trips have no upper age limit though they can be physically demanding and passengers must ensure that they are suitably fit to fully participate.

10.2 All travellers under the age of 20 must be accompanied by a legal guardian, or in lieu of a legal guardian, by an escort over the age of 20, appointed by their legal guardian. The legal guardian or their designee will be responsible for the traveller under the age of 20 day to day care.

10.3 We cannot guarantee triple or joining rooms for families; accompanying adults may be required to share with others in the group on a twin share basis.

11. Passport and Visas

11.1 Please ensure that you have a valid passport and have obtained all of the appropriate visas, permits and certificates for coming to Japan. Your passport must be valid for 6 months beyond the duration of the trip.

11.2 It is your responsibility to ensure that you are in possession of the correct visas, permits and certificates for your trip.

11.3 We are not responsible if you are refused entry to a country because you lack the correct passport, visa or other travel documentation.

12. Travel Insurance

12.1 Travel insurance is mandatory for all our travellers and we ask you to provide these details on the Customer Information Sheet.

12.2 Your travel insurance must provide cover against personal accident, death, medical expenses and emergency repatriation. We also strongly recommend it covers cancellation, curtailment, personal liability and loss of luggage and personal effects.

13. Flexibility

13.1 You appreciate and acknowledge that the route, schedules, itineraries, amenities and mode of transport may be subject to alteration without prior notice due to local circumstances or events.

14. Change of Itinerary

14.1 While we endeavor to operate all trips as described we reserve the right to change the trip itinerary.

14.2 Before departure:

14.2.1 If we make a major change we will inform you as soon as reasonably possible if there is time before departure. The definition of a major change is deemed to be a change affecting at least one day in five of the itinerary.

14.2.2 When a major change is made you may choose between accepting the change, obtaining a refund of money paid on the land portion of the trip only or accepting an alternative.

14.3 After departure:

14.3.1 We reserve the right to change an itinerary after departure due to local circumstances or events outside of our control.

14.3.2 In such emergency circumstances the additional cost of any necessary itinerary alterations will be covered by you. Please note we are not responsible for any incidental expenses that may be incurred as a result of the change of itinerary such as visas, vaccinations or non-refundable flights.

15. Authority

15.1 You must at all times comply with the laws, customs, foreign exchange and drug regulations of Japan.

16. Acceptance of Risk

16.1 You acknowledge that the nature of the trip is adventurous and participation involves a degree of personal risk. You will be visiting places where the geographical attributes have the potential to present dangers and physical challenges greater than those present in our daily lives.

16.2 We use information from government departments and reports from our own contacts in assessing whether the itinerary should operate. However it is also your own responsibility to acquaint yourself with all relevant travel information and the nature of your itinerary.

16.3 You acknowledge that your decision to travel is made in light of consideration of this information and you accept that you are aware of the personal risks attendant upon such travel.

17. Limitation of Liability

17.1 We contract with a network of companies, government agencies and individuals to assist in the running of our trips as agent for these third parties. We are not responsible for the acts and omissions of these third parties.

17.2 To the fullest extent permitted by law:

17.2.1 any liability for any loss, death, injury or damage which you may suffer (directly or indirectly) in connection with or arising out of your participation in a trip, or any breach of the Booking Terms & Conditions, is excluded;

17.2.2 you release us and our officers, employees, agents and representatives from any liability and expressly waive any claims you may have against us arising out of or in connection with your participation in a trip; and

17.2.3 any condition or warranty which would otherwise be implied by law into these Booking Terms & Conditions (Implied Warranty), is excluded.

17.3 To the extent an Implied Warranty cannot be excluded, our liability in respect of the Implied Warranty is limited to (in our absolute discretion): (i) the provision of a similar trip to an equivalent value; or (ii) a refund of the total amount received by us from you in connection with your booking.

17.4 Any claim by you is excluded to the extent that it is for indirect or consequential loss, loss of profits or economic loss, however it arises, or for indirect, special, punitive or exemplary damages.

18. Optional Activities

18.1 Optional activities not included in the trip price do not form part of the trip or this contract. You accept that any assistance given by us in arranging optional activities does not render us liable for them in any way. The contract for the provision of that activity will be between you and the activity provider.

19. Claims & Complaints

19.1 If you have a complaint about your trip please inform us as soon as possible so that we can attempt to rectify the matter.

19.2 If satisfaction is not reached through these means then any further complaint should be put in writing to us within 30 days of the end of the tour.

20. Severability

20.1 In the event that any term or condition contained in these Booking Terms & Conditions is unenforceable or void by operation of law or as being against public policy or for any other reason then such term or condition shall be deemed to be severed from this contract or amended accordingly only to such extent necessary to allow all remaining terms and conditions to survive and continue as binding.

21. Photos and Marketing

21.1 You consent to us using images of you taken during the trip for advertising and promotional purposes in any medium we choose. You grant us a perpetual, royalty-free, worldwide, irrevocable licence to use such images for publicity and promotional purposes.

22. Privacy Policy

22.1 Any personal information that we collect about you may be used for any purpose associated with the operation of a trip or to send you marketing material in relation to our events and special offers.

22.2 The information may be disclosed to our agents, service providers or other suppliers to enable us to operate the trip.

22.3 We will otherwise treat your details in accordance with our privacy policy.

23. Applicable Law

23.1 The laws of Japan govern these Booking Terms & Conditions to the fullest extent allowable.

23.2 Any disputes in connection with a trip or these Booking Terms & Conditions must be initiated in the courts of Japan.

24. Registered Address

Liberta Inc., 4F Office87, 332 Yamabukicho, Shinjuku Ward, Tokyo, JAPAN 162-0801