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# Heartland JAPAN

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## **Excursion Booking Term and Conditions (2020)**

*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.

### **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 If you book an excursion with us that requires advanced payment, you are required to pay a non-refundable deposit amounting to the price outlined in the Booking Confirmation.

### **4. Booking Acceptance & Final Payment**

4.1 Upon acceptance of your booking we will issue a Booking Confirmation via email. A contract will exist between us from the date we issue the Booking Confirmation and/or if you book after the cancellation deadline.

4.2 Please refer to your Booking Confirmation for details regarding final payments. Payment of the excursion price is due upon arrival at the meeting point.

### **5. Cancellation by the Customer**

5.1 Cancellation of your booking may incur cancellations fees. A cancellation will only be effective when we receive written confirmation of the cancellation. If you cancel an excursion 7 days or less prior to departure date, we will require 100% of the total booking cost.

5.2 If you fail to join an excursion, no refund will be made.

5.3 If the excursion requires advanced payment, cancellation must occur based on the details stated in the Booking Confirmation.

## **6. Cancellation by Us**

6.1 We may cancel an excursion 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 excursion, and you have paid in advance, you will 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 types of excursions, particularly those with hired transportation or pre-purchased tickets; you will be advised if differences apply.

## **7. Booking Amendments**

7.1 If you wish to transfer from your booking to another person, a new Customer Information Sheet must be completed.

## **8. Inclusions**

8.1 The price of your excursion 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 price of your excursion does not include:

- 9.1.1 international or internal flights unless specified
- 9.1.2 meals other than those specified in the Itinerary
- 9.1.3 travel insurance

9.1.4 optional activities

9.1.5 all personal expenses

## **10. Age & Health Requirements**

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

10.2 Travellers under the age of 20 are only allowed on certain excursions, as specified in the itinerary. 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.

## **11. Passport and Visas**

11.1 If you are traveling from overseas, 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 joining from overseas 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 excursions as described we reserve the right to change the excursion itinerary.

14.2 Before departure:

14.2.1 When a major change is made you may choose between accepting the change or obtaining a refund of any money paid.

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 may visit 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;

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 excursion price do not form part of the excursion 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 During the trip, we may take photos of individuals or the group to be shared with participants upon the completion of the excursion. These photos may also be shared on social media. If you do not wish to have your image shared or used for future promotional purposes, please let us know upon the start of the excursion.

## **22. Privacy Policy**

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

22.2 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