

# ESCORTED TOUR TERMS AND CONDITIONS

## Japan Art + Culture Tour 2024

**Tour date: September 26 – October 6, 2024 (10 Days 9 Nights in Japan)**

**Tour price: \$4990 / person**

Please inquire for children's price (child under 6 years old, no separate bed)

**Land only: \$3990 / person**

Please inquire for children's price (child under 6 years old, no separate bed)

**Single supplement: Additional \$900**

Package price is to be paid in full according to the due date specified by H.I.S. Hawaii.

**Deposit: \$200/person** when applying for this group package tour. Refundable if cancelled before the specified deadline below.

**Deposit is non-refundable if cancelled by customer after May 31, 2024.**

**Final payment deadline: [July 15, 2024]**

### **Cancellation and Cancellation Fees:**

After full payment is made, a cancelled reservation will incur a cancellation penalty charge per person according to the guidelines below. "Total Cost" is defined as the full cost of the package including tax and fuel surcharge (if applicable). "Departure" is defined as the date of departure for the package for which the reservation was made.

- Until noon on **May 31, 2024** – Fully refundable. No cancellation penalty.
- After noon on **May 31, 2024**, until noon on **July 15, 2024** – \$200 deposit cancellation penalty.
- After noon on **July 15, 2024** – Non-refundable if cancelled by customer.
- After departure, no refunds for airfare or unused portions of the tour, including but not limited to, missed meals, hotel nights, transportation, activities, and sightseeing.

### **Participation:**

Every effort has been made to produce accurate pricing information. Mistakes, however, do occur, and H.I.S. Hawaii reserves the right to correct promotional or pricing errors at any time. H.I.S. Hawaii also reserves the right to decline to accept or decline any person as a member of any tour, in which event your sole remedy shall be a prorated refund for any unused portion of the trip. H.I.S. Hawaii further reserves the right to remove any person from a tour whose comportment is disruptive to other tour participants, to H.I.S. Hawaii representatives, or to third parties involved in the tour. Should this occur, you will forfeit the trip cost, and H.I.S. Hawaii shall have no liability, financial or otherwise.

We require a minimum of **[ 20 ]** participants to guarantee a tour with an escort. H.I.S. Hawaii will notify participants of any changes 30 days prior to departure. We regret that our escorted tours will operate only when booked by a sufficient number of participants. We reserve the right to cancel any departure date that has insufficient demand.

### **Included in the Package Price:**

The following may eventually include items unrelated to the package(s) you choose. Please note that the items included in the package price are only those as specified in each respective package itinerary.

**Hotel Rooms:** Rooms with private bath on a twin room basis (double occupancy) at the hotels specified in each itinerary. For single room occupancy, extra charges will be required. These extra charges vary depending on the hotel specified in the itinerary.

**Meals:** Only the meals specified in each itinerary are included.

Airfare: Only the Air specified in each itinerary are included. Not applicable for "Land arrangement only" customers.

Transportation: Only the transportation specified in each itinerary are included.

Tour: Only the tours and activities specified in each itinerary are included.

#### **Not Included in the Tour Fare:**

Incidental charges and expenses other than those specified in the preceding article including, but not limited to, laundry, domestic and international phone calls, telephone rental, additional meals and drinks and any other expense of personal nature, US domestic air fares, excess baggage charges in respect to number and weight, medical expenses for injuries and illness, and traveling and accommodation costs between arrival and departure outside the duration of the package itinerary.

#### **Passports and Visas:**

You are responsible for obtaining your passport, and for meeting all health and other requirements required by Japanese laws, orders, and/or requirements. Non-US citizens must consult with appropriate consulates to determine if any visas are needed. All travelers traveling internationally are required to have a passport.

#### **Responsibility:**

The carriers, accommodations, and other suppliers providing package services are independent contractors and are not agents, employees, or servants of, or joint ventures with, H.I.S. Hawaii or its affiliates. All travel documents for package services issued by H.I.S. Hawaii are subject to the terms and conditions specified by the supplier, and to the laws of the countries in which the services are supplied.

If, after departure, the services included in the package cannot be supplied, or there are changes in an itinerary for reasons beyond the control of H.I.S. Hawaii, H.I.S. Hawaii will arrange for the provision of comparable services. Any resulting additional expense will be payable by travelers and any resulting savings will be refunded by H.I.S. Hawaii to its clients.

Client agrees that neither HIS nor its affiliates shall be liable for any damage, loss (including personal injury, death, and property loss) or expense occasioned by any act or omission of any supplier providing tour services.

We strongly advise that clients purchase an optional travel insurance plan. Please ask one of our travel agents for more information.

#### **Revision of Contents of Services:**

H.I.S. Hawaii may at any time cancel the tour or revise its contents and services for any of the following reasons: natural calamity or disaster, weather conditions, suspension of services rendered by transport, accommodation, or service provider facilities, provision of transportation not based on the original operational plan, governmental orders, or other circumstances beyond H.I.S. Hawaii control. H.I.S. Hawaii reserves the right to take necessary measures when safe, smooth tour operation in accordance with the itinerary is deemed impossible, or when there is valid reason to believe that the tour cannot continue. In such cases, H.I.S. Hawaii must explain in a timely manner its inability to function according to the itinerary under the circumstances. However, said explanation may be made after revisions are made when conditions demand.

#### **Young Travelers:**

A parent or guardian must accompany travelers who are less than 18 years old on the date of departure.

#### **Travelers Who Need Special Assistance:**

You must report any disability requiring special attention directly to a representative of H.I.S. Hawaii at the time of reservation. H.I.S. Hawaii will make reasonable attempts to accommodate the special needs of travelers, but it is not responsible in the event it is unable to do so, nor is it responsible for any denial of services by carriers, hotels, restaurants, or other independent suppliers. Be aware that outside the United States, facilities for disabled individuals are limited. We regret that we cannot provide individual physical assistance to a client for walking, dining, getting on and off trains and other vehicles, or other personal needs. A qualified and physically able companion must accompany travelers who need such assistance.

Any pre-existing physical (including allergies), mental, or emotional disability that may require attention or treatment must be reported in writing prior to the beginning of a tour. Failure to report such disabilities may result in refusal of the continuation of services for that participant, and no refund will be provided for services not yet rendered.

#### **Safety:**

Please be aware that during your trip arranged by H.I.S. Hawaii, certain risks and dangers may arise beyond our control including, but not limited to, the hazards of traveling in undeveloped areas; travel by boat, train, automobile, aircraft, or other means of transportation; the forces of nature, political unrest and accident or illness in remote regions without means of rapid evacuation or medical facilities. H.I.S. Hawaii will not have liability regarding provision of medical care or the adequacy of any care that may be rendered. It is understood that H.I.S. Hawaii will use its best efforts to ensure that adequate measures are taken.

#### **Liability of H.I.S. Hawaii and Exemptions:**

H.I.S. Hawaii shall not compensate for damages incurred by clients as stipulated in provisions if any of the following reasons apply:

- a) Natural disasters, war, civil unrest, and alteration or cancellation of tour itinerary due to such causes.
- b) Accidents during transportation or accommodations, damage by fire.
- c) Cessation of services related to transportation or accommodation facilities, and tour itinerary alteration
- d) Or cancellation owing to such causes.
- e) Orders of either Japanese or foreign governments, immigration regulations, isolation resulting from infectious diseases, and tour itinerary alteration or cancellation owing to such causes.
- f) Accidents occurring during the client's free activities.
- g) Food poisoning.
- h) Theft.
- i) Delays, stoppages, changes of schedule and route in relation to transportation facilities, and tour itinerary alterations and-or shortened stays at destinations owing to such causes.

#### **Liability of Client:**

H.I.S. Hawaii shall require the client to indemnify H.I.S. Hawaii for losses sustained owing to a client's willful negligence, fault, conduct against public order and good manners, or breach of provisions in the Tour Contract.

- a) The client is required to make every effort to utilize information acquired from H.I.S. Hawaii and to understand the details of his or her rights and responsibilities as well as the details of package conditions.
- b) After the start of the trip, if a client should find that the package service provided is different from that specified in the itinerary, the client is required to report the discrepancy to H.I.S. Hawaii immediately.

#### **Privacy Policy:**

H.I.S. Hawaii will use the personal information provided only for communicating with clients and for arranging transportation, accommodations, and services as necessary in order to provide the services requested by the client.

I understand that on this tour or related activities, I may be photographed. I agree to allow my photo, video, or film likeness and voice to be used by H.I.S. Hawaii, tour organizers, and/or tour representatives at their sole discretion without payment.

#### **Supplementary COVID-19 agreement:**

I agree to follow all applicable government regulations for entry into Japan and the United States, including but not limited to, vaccine requirements/regulations, departure pre-testing requirements, and/or testing requirements during the tour. I understand that, should I receive a positive COVID-19 test prior to departure or while on the tour, I may not be able to participate in the tour, or I may need to quarantine at a hotel at my own expense. H.I.S. Hawaii has no liability for positive tests or other unforeseen circumstances relating to the pandemic.

**Customers are strongly encouraged to purchase travel insurance prior to tour participation.**

I fully understand the above terms and conditions and agree to participate in this tour.

**Signature** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Signature** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Signature** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Signature** \_\_\_\_\_

**Date:** \_\_\_\_\_