

# Tour Booking Form



## Tour Information

Tour Name Kyushu Japan Tour 2018  
Departure Date 28 Oct. – 11 Nov. 2018  
No. of Rooms \_\_\_\_\_  Single  Twin  Double

## Travel Agent Use

Agency \_\_\_\_\_  
Consultant \_\_\_\_\_ Phone \_\_\_\_\_  
Email \_\_\_\_\_

E: admin@incrediblephototours.com  
W: www.incrediblephototours.com  
P: +61 401 644 210  
ABN: 42 671 388 526

## Passenger Details

Names shown on this booking form are used for ticketing purposes therefore names **must appear exactly as per passports**. Any errors in names will incur ticket reissue fees which are at passengers' own expense. (Please use BLOCK letters)

### Passenger 1 (as per passport)

Title \_\_\_\_\_ Surname \_\_\_\_\_  
First Name \_\_\_\_\_  
Nationality \_\_\_\_\_ Birth Date \_\_\_\_\_  
Passport No. \_\_\_\_\_ Expiry Date \_\_\_\_\_  
Postal Address \_\_\_\_\_  
\_\_\_\_\_  
Postcode \_\_\_\_\_  
Home Phone \_\_\_\_\_ Mobile \_\_\_\_\_  
Email \_\_\_\_\_

### Emergency Contact Details (person not travelling with you)

Name \_\_\_\_\_ Phone \_\_\_\_\_

### Travel Insurance

Travel insurance is mandatory for all Incredible Photo Tours tour passengers. Please provide details of your policy at least 30 days before departure.

Insurance provider \_\_\_\_\_  
Policy number \_\_\_\_\_  
Contact number \_\_\_\_\_

### Fit for Travel Statement

Can you walk at least 8km unaided? \_\_\_\_\_ YES / NO  
Can you walk up and down several flights of stairs? \_\_\_\_\_ YES / NO  
Can you handle your own luggage? \_\_\_\_\_ YES / NO  
Do you have physical or mental health issues? \_\_\_\_\_ YES / NO  
(if yes, please supply details below, and attach a separate page if you need more space)

Do you have a special diet? \_\_\_\_\_ YES / NO  
(if yes, please describe your diet below, and attach a separate page if you need more space)

Do you have allergies? \_\_\_\_\_ YES / NO  
(if yes, please describe your allergies below, and attach a separate page if you need more space)

Will you be carrying prescribed medication? \_\_\_\_\_ YES / NO  
(if yes, please supply details below – medication/dosage, and attach a separate page if you need more space)

Have you consulted a doctor about your health for this tour? \_\_\_\_\_ YES / NO

Do you consider yourself fit and able to fully undertake this tour? \_\_\_\_\_ YES / NO

### Passenger 2 (as per passport)

Title \_\_\_\_\_ Surname \_\_\_\_\_  
First Name \_\_\_\_\_  
Nationality \_\_\_\_\_ Birth Date \_\_\_\_\_  
Passport No. \_\_\_\_\_ Expiry Date \_\_\_\_\_  
Postal Address \_\_\_\_\_  
\_\_\_\_\_  
Postcode \_\_\_\_\_  
Home Phone \_\_\_\_\_ Mobile \_\_\_\_\_  
Email \_\_\_\_\_

### Emergency Contact Details (person not travelling with you)

Name \_\_\_\_\_ Phone \_\_\_\_\_

### Travel Insurance

Travel insurance is mandatory for all Incredible Photo Tours tour passengers. Please provide details of your policy at least 30 days before departure.

Insurance provider \_\_\_\_\_  
Policy number \_\_\_\_\_  
Contact number \_\_\_\_\_

### Fit for Travel Statement

Can you walk at least 8km unaided? \_\_\_\_\_ YES / NO  
Can you walk up and down several flights of stairs? \_\_\_\_\_ YES / NO  
Can you handle your own luggage? \_\_\_\_\_ YES / NO  
Do you have physical or mental health issues? \_\_\_\_\_ YES / NO  
(if yes, please supply details below, and attach a separate page if you need more space)

Do you have a special diet? \_\_\_\_\_ YES / NO  
(if yes, please describe your diet below, and attach a separate page if you need more space)

Do you have allergies? \_\_\_\_\_ YES / NO  
(if yes, please describe your allergies below, and attach a separate page if you need more space)

Will you be carrying prescribed medication? \_\_\_\_\_ YES / NO  
(if yes, please supply details below – medication/dosage, and attach a separate page if you need more space)

Have you consulted a doctor about your health for this tour? \_\_\_\_\_ YES / NO

Do you consider yourself fit and able to fully undertake this tour? \_\_\_\_\_ YES / NO

## Declaration

- If signed by one party only, I confirm that I am authorised to sign on behalf of all passengers listed on this booking form.
- All parties have read, understood and agree to abide by the Booking Terms and Conditions as outlined on the next page.
- All parties understand that if names are not provided as per passport, additional re-issue fees will apply.
- All persons named on this form are fit and physically able to partake unaided in their chosen group tour as per the itinerary.
- All parties acknowledge the physical demands and hazards involved in the tour they will be undertaking and have chosen to participate at their own risk.
- All parties understand that any medical or dietary information provided to Incredible Photo Tours does not, under any circumstance, make Incredible Photo Tours liable if a particular condition exacerbates while on tour or affects their ability to participate in any portion of the tour.
- All parties agree to provide publicity material as requested including media interviews, social media posts, images, video, and feedback questionnaires.

Passenger 1: Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Passenger 2: Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Please return this booking form by email or post with a copy of each passenger's passport photo page.**

# Booking Terms and Conditions

It is important that you read and understand the following conditions before making your booking.

Please read these terms and conditions carefully as they set out the basis upon which Julius Pang t/as Incredible Photo Tours (ABN: 42671388526) accepts all bookings from travel customers. These Booking Terms and Conditions together with the information in the Booking Form constitute a contract between you and Incredible Photo Tours. Julius Pang t/as Incredible Photo Tours 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 Julius or his representative arranging, guiding and escorting the tours for his travel customers in the tour destinations. These are independent and/or group tours. Using this brochure or website and our service means you accept these Booking Terms and Conditions. We reserve the right to amend our Booking Terms and Conditions.

## Interpretation

Where we use the words "Incredible Photo Tours", "us", "we" and/or "our", we are referring to Julius Pang t/as Incredible Photo Tours. These Booking Terms and Conditions 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 "customer", "you" and/or "your", we are referring to you as the travel customer.

## Booking and Deposit

In order for you to come on a Tour arranged by Incredible Photo Tours, you must make a booking. Please complete and forward the Booking Form accompanied by a non-refundable deposit of AU\$500 per person per journey and a copy of each traveller's passport. You can also choose to make full payment of your tour. 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. Upon receipt of your deposit, you will be send a booking confirmation.

## Balance of Payment

The final balance of payment is due and payable to us no later than 45 days prior to the chosen tour departure date and will be notified to you in your confirmation of booking. Payment can be made by electronic funds transfer to our Australian bank account, or by credit card or PayPal. Payments made using credit card and PayPal attract a 3.6% service fee. If you are paying by overseas telegraphic transfer, you are responsible for all transaction fees incurred for the transfer.

## Inclusions

Where you have booked a tour with us, the price of your tour includes as described in the itinerary all: accommodation, transport, sightseeing, and services of the tour escort.

## 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, airport transfers, taxes, excess baggage, meals, visa fees, passport costs, travel insurance, optional activities and all personal expenses.

## Cancellation by the Customer

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 from the date the written cancellation is received:

- More than 70 days before departure – loss of deposit.
- 70-45 days before departure date – 50%.
- 44-0 days before departure – 100%.

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.

## Amendments by the Customer

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.

## Cancellation and Amendments by Incredible Photo Tours

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.

## Agency and Third Party Providers

You acknowledge that:

- we are a travel agent and tour operator, and are not an accommodation, transport or event provider;
- 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
- 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.

## Limited liability, Consumer Claims and Exclusions

Incredible Photo Tours 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. Incredible Photo Tours, their staff and agents shall further not be liable for any authority to claim the cost of repair for any damages caused by the Client to any property. You will also be responsible for meeting any claims subsequently made against us and all costs incurred by us (including our own and the other party's full legal costs) as a result of your actions.

## Behaviour

We expect all clients to have consideration for other people. If in our reasonable opinion or in the reasonable opinion of any other person in authority, you behave in such a way as to cause or be likely to cause danger, upset or distress to any third party or damage to property, we are entitled, without prior notice, to terminate the holiday of the person(s) concerned. In this situation, the person(s) concerned will be required to leave the accommodation or other service. We will have no further responsibility toward such person(s) including any return travel arrangements. No refunds will be made and we will not pay any expenses or costs incurred as a result of the termination.

## Fluid Pricing

Incredible Photo Tours operates on the basis of fluid pricing. This is the practice within the travel industry where pricing changes due to various factors including, but not limited to, changing airfares, market conditions, spot specials, currency fluctuations, changes in government legislation, air prices, fuel surcharges or other variables beyond our control. We therefore reserve the right to change our prices without notice. This can mean that different passengers on the same tour may have been charged different prices. We will not enter into any correspondence regarding any such variation in pricing. All prices are in the local currency (Australian Dollars or Japanese Yen) and are valid at time of publication, but are subject to change. Prices represent land-only twin share prices. A single share supplement is applicable. 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.

## 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.

## 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 some travellers. 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. 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 the tour country, and any costs. Where you do not do so, and either are not allowed to enter the tour 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.

## Special Diets and Allergies

You must disclose details of any special dietary requirements and allergies that you have. We reserve the right to refuse a tour booking in case we cannot accommodate a special diet or allergy.

## Minimum and Maximum Number of Travellers

The maximum group size of our tours is 8. A tour will operate once there are 4 confirmed travellers. The Kyushu Japan 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:

- 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.
- undertaking the journey as a private tour subject to an additional surcharge. This surcharge will be advised to you.
- cancellation of participation without penalty, as long as you advise us of this option at least 21 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.

## Children

Our tours are only open to travellers 18 years of age and over. However, we are able to accommodate children under 18 years of age provided they are booked on a custom private tour and escorted by a parent or guardian.

## 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.

## 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 14 days prior to departure.

## Air Arrangements

Tour prices are land only and do not include airfares from or to your departing destination and airport transfers to/from your hotel. Therefore, it is your responsibility to book suitable flights to allow sufficient time for meeting the scheduled tour departures dates and times in the tour. It is also your responsibility to advise us of your flight details in order for us to help arrange your 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.

## Japanese Hotel Rooms & Beds

Japanese hotel rooms and beds are usually smaller than their equivalents in Australia and Europe. Twin rooms are the most common layout and usually have more floor space than single or double rooms. A double room can be a single room with a slightly larger bed ("semi-double" ~120cm width) in many hotels. Requests for specific bed types can be made at the time of booking but they cannot be guaranteed. Solo travellers can request to share rooms but if we cannot find you a partner by the end of the booking period, a single supplement will be applicable.

## Procedures for Lodging Complaints and Claims

At Incredible Photo Tours we are committed to ensuring that we deal with complaints effectively and efficiently. Should the customer not be satisfied with any aspect of their arrangements they should immediately inform immediately inform the 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 on tour. Please send this correspondence to us with supporting documentation, within 30 days of the date of completion of your tour. We will not consider claims made after this period. We recommend that you forward all correspondence to us by email to our email address admin@incrediblephototours.com, scanning and attaching all relevant supporting documents.

## Passport and Visa Requirements

Visas, including transit visas, are the customer's own responsibility. Please check with the relevant embassies of the countries we visit for 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.

## Publicity

You agree that we and our suppliers may use images or video of you taken on tour and any comments made in writing by you regarding the tour for publicity and promotional purposes. You grant us a perpetual, royalty-free, attribution-free, worldwide, irrevocable licence to use such images, video and comments for publicity and promotional purposes. A \$100 refund of the tour fee will be provided to you on provision of requested publicity material, including images, media interview participation, social media posts, and feedback questionnaires.

## 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.

## 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. We reserve the right not to honour any published prices that Incredible Photo Tours determine were erroneous due to printing, electronic, or clerical error.

## Law of Contract

This contract is governed by the laws of the state of Western Australia and any legal action arising therefrom shall be litigated only in the appropriate court in that state having jurisdiction in that claim.