



Terms & Conditions

Please read the following terms and conditions carefully. You must not make any booking unless you are 18 years of age or older and understand and agree with the following terms and conditions.

These terms and conditions apply to bookings you make with a consultant (over the phone or by email) as well as online bookings made via our website. These terms and conditions govern our relationship with you. It is your responsibility to make yourself aware of those other terms and conditions.

EXECUTIVE SUMMARY

Although you should read all of the terms and conditions, the following is a summary of the most important:

- “We” include [J Culture Sydney Pty, Ltd], [the City of Sydney] and [Nagoya City Council]
- Prices, including, in some cases, of confirmed bookings, may be subject to change.
- Some confirmed bookings are non-refundable if cancelled by you and it is your responsibility to check if this applies.
- We will be entitled to retain our service fees even if a booking is canceled or does not proceed for any reason which is not our fault.
- It is your responsibility to make yourself aware of all information relevant to your travel plans, including but not limited to visa requirements and health precautions.
- We are not liable for the accuracy of any published Supplier content including websites and brochures.

PRICES AND TAXES

All prices that we quote are in Australian Dollars and based on twin share accommodation unless otherwise stated. Please note that prices quoted are subject to change at the discretion of the Supplier prior to booking. Price changes may occur after booking because of matters outside our control which increase the cost of the Product. Such factors include adverse currency fluctuations, fuel surcharges, taxes and airfare increases. Please contact your consultant for up-to-date prices. Even if paid in full, a price may change because of matters outside our control.

J Culture Sydney

6 Alma St, Clontarf NSW 2093 Phone : 0414 758 295

info@jculturesydney.com www.jculturesydney.com



Prices include all applicable taxes requiring payment prior to departure, and may be subject to adjustment in the event of an increase in those taxes. On other occasions, you may be liable for taxes in addition to the quoted price of the Product. For example, there may be a local tax charged at some airports or accommodations.

PRODUCTS

All Products that we quote are subject to availability and may be withdrawn or varied by the Supplier without notice.

FEES AND SURCHARGES

A variety of fees and surcharges may be payable to us, including booking or reservation fees, cancellation, and amendment fees, credit card merchant fees, insurance claim processing fees or fees for ad-hoc services performed as required.

Payment by credit card will incur a surcharge to offset our cost of acceptance of payment by credit card. The surcharge varies depending on credit card type, it is your responsibility to advise the correct credit card type to ensure that the appropriate surcharge is applied. We accept no responsibility for an inappropriate surcharge being applied if the correct card type has not been advised, and the surcharge applied shall not be refundable.

You authorize us to charge all monies payable by you in relation to any booking we make on your behalf or other services we have procured or provided to the credit card or debit card designated by you. If payment is not received from the card issuer or its agents for any reason, you agree to pay us all amounts due immediately on demand.

CHANGE AND CANCELLATION FEES

Be aware that some confirmed bookings are not refundable if canceled, and also may not be transferable to another date or otherwise changed. Alternatively, a change may only be permissible subject to payment of an additional fee or charge. It is your responsibility to check if a booking is non-refundable or will incur charges for changing it before placing the booking.



(Cancellation Fee)

90 days before the departure – 0% fee of the total tour cost

60 days before the departure - 20% fee of the total tour cost

30 days before the departure - 30% fee of the total tour cost

1 week days before the departure - 50% fee of the total tour cost

3 days before the departure - 100% fee of the total tour cost

DEPOSITS AND PAYMENTS

You will be required to pay a 20 % deposit when you make a booking. In some instances, full payment is required at the time of booking and your consultant will advise the deposit amount at the time of booking. All deposits are non-refundable for changes of mind or cancellations by you (subject to your rights under the Australian Consumer Law). Where a deposit has been collected, final payment is required no later than six weeks prior to departure. Failure to make payment by the due date may result in your booking being canceled and deposits forfeited.

Payments made by direct deposit may take up to three business days to process. If you are paying by this method, you will need to make the payment at least three business days prior to the actual due date. You must notify your consultant of your payment once it has been made.

Payments made by personal cheque (excluding bank cheques) require five business days to process. If you are paying by this method, you will need to make the payment at least five business days prior to the actual due date. You agree not to stop payment of the cheque even when you cancel a booking. You agree that we may apply the proceeds of the cheque to satisfy any liability you have to us or to a Supplier, including any liability in respect of cancellation fees, before refunding the balance to you.

INFORMATION

Our responsibility is solely to arrange a booking of a Product in accordance with your instructions. It is your responsibility to make yourself aware of all information that it is necessary or desirable to know in order to make optimum use of the Product and to undertake travel generally. We strongly recommend that you read our tour information, especially in relation to passport requirements. Please note that this information is provided as a guide only, and although it is accurate to the best



of our knowledge, we do not warrant that it is completely up-to-date at all times. Further, we do not warrant that it is comprehensive and it may not address a topic that is relevant to your travel plans. It is your responsibility to further investigate and confirm any matters that are applicable to you.

SPECIAL REQUIREMENTS

You must inform your consultant regarding any special requirements you may have for your travel arrangements such as special meal and seating requests, room type, or disabled access prior to making a booking. If you do not specifically inform us we will assume that you do not have any such requirements, and the booking will be made on that basis.

TRAVEL DOCUMENTS

If you have booked with a Consultant, it is your responsibility to collect all travel documents from us prior to travel. As a general rule, your travel documents will be available for collection two weeks prior to departure, however this will depend on your individual arrangements. Please contact your Consultant to confirm when your travel documents are ready for collection. If you have booked online, you should print out and retain your travel documents as provided to you by the website (or in a confirmation email we send you). You must review your travel documents carefully and advise us immediately of any errors in names, dates or timings.

LIABILITY

To the extent permitted by law, we do not accept any liability in contract, tort or otherwise for any injury, damage, loss (including consequential loss), delay, additional expense or inconvenience caused directly or indirectly by the acts, omissions or default, whether negligent or otherwise, of third party providers over whom we have no direct control, an event of Force Majeure affecting you, us or a Supplier or any other event which is beyond our control or which is not preventable by reasonable diligence on our part. Under circumstances where our liability cannot be excluded and where liability may be lawfully limited, such liability is limited to the remedies required of us under applicable law (including the Australian Consumer Law). In particular, we disclaim any liability for any consequential loss, including loss of enjoyment or amenity. This liability clause is subject to your rights under the Australian Consumer Law and nothing in these terms and conditions is intended to limit any rights you may have under the Competition and Consumer Act 2010 (Cth).



Without limitation of the disclaimer of liability in the previous paragraph, any obligation we have to you will be suspended during the time and to the extent that we are prevented from, or delayed in, complying with that obligation by an event of Force Majeure.

Your rights with respect to a confirmed booking affected by an event of Force Majeure will be subject to the terms and conditions of the relevant Supplier.

We strongly recommend you buy appropriate travel insurance.

GOVERNING LAW

If any dispute arises between you and us, the laws applicable in NSW will apply. You irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of NSW, and waive any right that you may have to object to an action being brought in those courts.

SUMMARY OF OBLIGATIONS

Before making a booking, it is important that you meet the following requirements:

- You are over the age of eighteen (18) and have sufficient funds to pay for the travel services.
- You have read our terms and conditions and if booking for third parties warrants that you have the authority to do so and have conveyed these terms and conditions to them. You agree to indemnify us and the Supplier against any claims from third parties who have not in fact been properly informed.
- You have read the terms and conditions of any applicable Suppliers and agree to be bound by those.
- You are responsible for checking the accuracy of all documents provided to you.
- You are responsible for confirming departure times of any booked services at least 24 hours prior to travel.
- You accept that passports, visas, and other required identification documents are your responsibility

I agree to our Terms and Conditions

Participant name

Sign

Date