



15 day Winter Wonders Photo tour of Japan  
16 Feb - 02 March 2019  
Group limited to 8 participants



## **Booking, Terms & Conditions and acceptance of Risk Form.**

---

### **Booking Instructions.**

1. Please read the following terms and conditions carefully.
  2. To reserve your place on this tour please print, fill out and sign the Booking & Acceptance of Risk Forms.  
Scan and return the forms via email to: Adam Monk at **tours@adammonk.com**
  3. Payments can be made via EFT (Electronic Funds Transfer) to our AU\$ bank account. Bank details below.
  4. Once payment of AU\$2,000 deposit is complete and confirmed your spot is secure. Please note that tour places are only assured once the booking form and deposit have been received and confirmed by us.
- 

### **AU\$2,000 Deposit Payment Bank Account Details**

**Adam Monk Photo Tours Pty Ltd. T/F Adam Monk Family Trust.**

Bank: **CBA**

BSB: **066107**

Acc: **1071 8306**

SWIFT Code: **CTBAAU2S**

\*\*Please remember to include your name.

Bank Address Details.

CBA

3 Queen St

Fremantle WA 6160

Australia

Ph: +61 8 6229 0361

Questions? Contact Adam: M: **(+61) 415 854 179** or [tours@adammonk.com](mailto:tours@adammonk.com)

---

Please email completed forms to: [tours@adammonk.com](mailto:tours@adammonk.com)

Forward original by post to: Adam Monk, PO Box 1108, Fremantle WA 6959, Australia

## Terms & Conditions and acceptance of Risk Form.

---

15 day Winter in Japan Photo Tour Adam Monk & Robert van Koesveld 16 Feb - 02 March 2019

This photography tour is being organised and run by Adam Monk Photo Tours Pty Ltd, t/f Adam Monk Family Trust, trading as Adam Monk Photo Tours. All references to “we” or “I” or “Us” in the following pages with the exception of the actual booking form, refers to Adam Monk Photo Tours Pty Ltd, their agents, partners and/or employees.

The published itinerary for this tour is subject to alterations and changes without notice as seen fit by the operators of this tour to adapt to changing conditions. The aim of the tour is to provide all participants with the best photo opportunities possible.

Adam Monk Photo Tours are run on the standard Tour Terms & Conditions set out below. By your completion and submission of the Booking form, Acceptance of Risk form and payment of the deposit you will be taken to have agreed to the Tour Terms & Conditions.

## TOUR TERMS & CONDITIONS

### 1. PART 1 – GENERAL TERMS THAT APPLY TO ALL ADAM MONK PHOTO TOURS

**1.1 How to book a tour:** Please email your completed and signed Booking form AND Acceptance of Risk form to [tours@adammonk.com](mailto:tours@adammonk.com)

The number of participants on a tour is limited and places will be assigned on a first come, first served basis. Once we have received and confirmed your Booking and Acceptance of Risk forms, we will send you an invoice for the tour cost. The Deposit must be paid to secure your place on the Tour. Until the Deposit has been paid in full and confirmed by us, your place on the tour is not guaranteed.

**1.2 How to pay for a tour:** Payments must be made by electronic funds transfer to Adam Monk Photo Tours. Full details of how to pay for a tour AND the date by which payment is required by are set out in Part 2.

**1.3 Changes to the Itinerary:** The itinerary for tours is flexible and expressly subject to changes without notice as seen fit by Adam Monk Photo Tours to adapt to changing conditions. The aim of the tour is to provide all participants with the best photo opportunities possible under the prevailing circumstances.

**1.4 Health Concerns:** If you have any medical or health concerns please contact us to discuss this prior to sending in your Booking form. It is a mandatory requirement that you disclose all health issues and any physical conditions that could potentially pose a risk to yourself or others on the tour. We cannot accept the responsibility of medical care for any participant and reserve the right to cancel your participation in this tour on that basis.

Our tours are designed for adults in reasonable health and of moderate fitness. The tour may involve walking and hiking on trails, uneven surfaces and up and down inclines. You will be required to carry your own equipment and water.

You may also need to obtain medical vaccinations, depending on the tour location and should seek medical advice to determine if this is needed for you.

## Terms & Conditions and acceptance of Risk Form.

---

15 day Winter in Japan Photo Tour Adam Monk & Robert van Koesveld 16 Feb - 02 March 2019

**1.5 Diet:** If you have special dietary needs you must disclose these prior to booking. We will endeavour to cater for special dietary requests, but this is your responsibility and we cannot be held liable for these requests not being met.

**1.6 Travel Insurance:** It is your responsibility to provide for your own travel insurance for the tour. We require confirmation that you have taken out appropriate travel insurance for the tour prior to the start of the Tour. We recommend that your travel insurance include emergency evacuation cover, flight and tour cancellation cover.

**1.7 Camera and other Insurance:** We recommend that you also take out insurance to cover your Camera and other possessions whilst on the tour.

**1.8 Tour Price and Accommodation:** The Tour price is based upon double/twin share accommodation. If you wish to share accommodation you must nominate another participant (partner or friend) to share with. We will not pair you with another participant who is unknown to you, unless specified otherwise in Part 3 of these Terms & Conditions: *Tour Specific Terms*.

**1.9 Single Supplement Option:** The Single Supplement option entitles you to private hotel rooms for the tour and usually a private bathroom unless specified otherwise in Part 3 of these terms and conditions. If you are travelling alone, and you are unable to, or do not wish to nominate another participant to share hotel rooms with, then the Single Supplement component becomes automatically payable, and will be added to your total cost for the tour. In this case, **Twin Share price + Single Supplement = Total Tour Cost**. Unless otherwise specified in *Part 3 Tour Specific Terms* of These Terms & Conditions.

**1.10 Bookings and Payments Waiting List:** Should your Booking form be received after the tour has become fully booked, we will contact you and place you on the waiting list. Places on the tour will be booked, and the waiting list maintained in the order booking forms are received. We will keep you up to date if any places becoming available.

**1.11 General Cancellation & Refund Policy:** We have tried to make our Cancellation & Refund policy as fair and equitable as possible. Circumstances change and unexpected things happen, so the best thing to do is contact us and we will do our utmost to help out.

Our General cancellation and refund policy is set out below. Please note that there may be specific cancellation and refund policies for your specific tour. Those tour specific cancellation and refund policies are set out in Part 3 with the specific tour information and are in addition to this General cancellation and refund policy.

If there is any conflict between this clause and the specific tour provisions, the specific tour provisions take precedence.

1. A tour may be cancelled if there are an insufficient number of participants. A decision to cancel a tour for insufficient numbers is in the sole discretion of Adam Monk Photo Tours.
2. Your participation on the tour may be cancelled if we do not receive full payment by the date specified in Part 3.

## Terms & Conditions and acceptance of Risk Form.

---

15 day Winter in Japan Photo Tour Adam Monk & Robert van Koesveld 16 Feb - 02 March 2019

3. Your participation on the tour may be cancelled if, in Adam Monk Photo Tours discretion, your behaviour adversely impacts, or is likely to adversely impact, any person involved on the tour (including Guides, interpreters or other service providers). Adverse impact includes endangering the health and safety of any person, causing personal injury or loss of or damage to property of any person involved on the tour.
  4. All cancellations requested by you must be made by email to [tours@adammonk.com](mailto:tours@adammonk.com). Calculation of dates will be based on the date we receive your email.
  5. If you cancel your place at any time but we manage to sell your spot again and the tour is otherwise filled, we will refund you the full tour cost you have paid to us less (a) the amount of AU\$300 service charge and (b) any reasonable costs incurred in re-advertising and promoting your place.
  6. If you cancel your place and the tour does not fill, then you will be refunded according to the following schedule, based on the full cost of the tour:
    - a) Greater than 90 days from the start date of the Tour: Full refund less \$300 service charge.
    - b) Up to 75 days prior to tour commencement: 75% refund
    - c) Up to 60 days prior to tour commencement: 50% refund
    - d) Up to 45 days prior to tour commencement: 25% refund
    - e) Less than 45 days to tour commencement: no refund will be made.
  7. **Refund Method:** Refunds will be made by the same method as the original payment and in the same currency. Refunds will be initiated within 14 working days from the time the refund request is approved by us. All refunds are limited to the Tour cost or paid portion thereof as outlined in these Terms and Conditions and actually paid to us in the currency paid to us. No refund of Bank fees, currency value fluctuation differentials, transfer charges, airfares, insurance or other incidental costs will be made.
  8. **Part Refunds:** No part refunds will be made for unused portions or services of the tour.
  9. **Refunds and responsibility:** We are not responsible for, and will not provide, any refund for portions of the tour itinerary or services missed due to delayed or cancelled air services, third party travel arrangements or any other circumstances beyond our control. This includes but is not limited to cancellations or delays due to weather, road conditions, mechanical breakdowns, war, political instability and "acts of God".
- 1.12 Privacy:** Adam Monk Photo Tours will not share your personal information with any third party other than to the extent necessary for the operation of the Tour.
- 1.13 Image Release:** During the tour, Adam Monk Photo Tours may take photographs of you and other participants of the tour for publicity purposes. You agree to the taking and publication of photographs of you by Adam Monk Photo Tours solely for publicity purposes.

## **Terms & Conditions and acceptance of Risk Form.**

---

15 day Winter in Japan Photo Tour Adam Monk & Robert van Koesveld 16 Feb - 02 March 2019

### **2 PART 2 – RESPONSIBILITY AND LIABILITY**

**2.1** The liability of Adam Monk Photo Tours is strictly limited.

**2.2** Adam Monk Photo Tours organises, operates, promotes and sells photography tours and workshops that consist of goods and services purchased from various other suppliers. Adam Monk Photo Tours does not own, operate or have a financial interest in any of these suppliers and as such is not responsible for any negligent act, failure or omission of said suppliers. By signing up and agreeing to take part in this tour you agree to indemnify Adam Monk Photo Tours, its directors, its agents, partners, employees or associates from any failings of such suppliers.

**2.3** Adam Monk Photo Tours, its directors, agents, partners, employees or associates cannot be held responsible for losses or extra expenses caused by but not limited to, weather conditions, change in travel schedules, transportation services, illness or injury or other factors that may affect participants travel plans or arrangements, or loss or damage to personal items including but not limited to camera and computer equipment. All such losses are the sole responsibility of the participant.

**2.4** Adam Monk Photo Tours reserves the right to cancel any tour, or your place on any tour or prior to commencement.

**2.5** In the event we cancel the tour or your place on the tour, you will be refunded according to the General Cancellation and refund policy and any specific cancellation policies for your Tour (found in Part 3 of this document). All refunds are limited to the Tour cost or portion of tour cost actually paid, and will be refunded in the original manner and currency paid to us. We are not liable for bank fees, currency value fluctuation differentials, transfer charges or other incidental costs or extra travel arrangements such as but not limited to flights, insurance and additional accommodation arrangements.

**2.6** Adam Monk Photo Tours reserves the right to substitute accommodation of a similar kind for those indicated in any issued itinerary and to alter said itinerary or transport arrangement where it deems necessary.

**2.7** Adam Monk Photo Tours also reserves the right to alter the program and substitute any activities where weather, other forces of nature, or local conditions including but not limited to wars or political instability prohibit the originally planned activities or they are deemed unsafe or ill advised.

**2.8** Adam Monk Photo Tours is the operator and promoter of this tour. Adam Monk Photo Tours reserves the right to cancel or otherwise alter the nature of this tour if any danger to participants should be identified. Adam Monk Photo Tours also reserves the right to remove any participant from this tour if they are perceived to pose a hazard to themselves or any others. Adam Monk Photo Tours assumes no liability for any personal loss, damage or injury resulting while on this tour.

**2.9** A signed original of the Booking and Acceptance of Risk forms must be received from each participant prior to commencement of this tour or workshop and this is a mandatory requirement.

## **Terms & Conditions and acceptance of Risk Form.**

---

15 day Winter in Japan Photo Tour Adam Monk & Robert van Koesveld 16 Feb - 02 March 2019

**2.10** The Booking and Acceptance of Risk forms must be complete and unaltered, no variations will be accepted.

**2.11** If a participant takes part in a tour or workshop without signing an Acceptance of Risk form, their attendance is deemed to confirm their acceptance and full agreement with all parts of these terms and conditions and the terms in the Acceptance of Risk form including the release.

**2.12** These Terms & Conditions and Booking and Acceptance of Risk forms are governed by the laws of Western Australia and in all cases will be interpreted in accordance with those laws and any dispute is subject to the non-exclusive jurisdiction of the Courts of Western Australia.

## Terms & Conditions and acceptance of Risk Form.

---

15 day Winter in Japan Photo Tour Adam Monk & Robert van Koesveld 16 Feb - 02 March 2019

### 3 PART 3 – SPECIFIC TERMS FOR THE JAPAN WINTER TOUR 2019

3.1 Your tour is the Japan Winter Wonders Photo Tour 2019.

3.2 **Tour Start date & location:** 16th February 2019 in Tokyo, Japan.

3.3 **Tour End date & location:** 02nd March 2019 in Kyoto Japan.

3.4 **Tour leaders:** Adam Monk and Robert van Koesveld

3.5 **Number of Tour Participants:** This tour will have a maximum number of eight (8) participants. In addition to the eight (8) participants there will be the Tour leaders. A minimum number of six (6) participants is required for the tour to run, Adam Monk Photo Tours may, at its discretion, run the tour with less than six (6) participants. Adam Monk Photo Tours may, at its discretion, run the tour with nine (9) participants in the event there is just one (1) place remaining and a couple wishes to book.

### 3.6 Tour details Pricing & Inclusions

- **Tour price:** AU\$9,950 per person Twin Share. (see Twin Share details following)
- **Single Supplement:** AU\$1,450 Additional to Twin Share price per person.
- **Deposit to confirm your place:** AU\$2,000

#### a) The Above tour price includes

- 15 days in Japan, full 14 days on tour.
- All ground transport for the duration of the tour, including taxis.
- Internal flights to Hokkaido and return.
- All train tickets on tour.
- All entrance fees to temples and national parks.
- Breakfasts and dinners for the duration of the tour from Dinner 16/2/19 to breakfast 02/3/19.
- All your tour accommodation in Japan from the first night of 16/02/2019 to the last night 01/03/2019
- All photographic tuition and workshops for the duration of the tour.
- Two professional photographers to help you get the best photos.
- Highly experienced local Japanese specialist photo guides.
- Extensive photographic notes to help you remember all you have learnt.
- Fully functional Lightroom catalogue with Japan Keywords & Smart Collections pre-loaded.

## Terms & Conditions and acceptance of Risk Form.

---

15 day Winter in Japan Photo Tour Adam Monk & Robert van Koesveld 16 Feb - 02 March 2019

### *b) The Above Tour Price Does Not Include*

- Flights to and from Japan.
- Japan Visa (if you require one, please check with your travel agent).
- Initial transfer from the airport to the hotel in Tokyo.
- Transfer to the airport at the conclusion in Kyoto.
- Lunches on tour.
- Travel insurance (required as a condition of booking).
- Camera Insurance.
- Alcohol and extra beverages.
- Any extras you may wish to buy along the way.
- Any Tips you may wish to leave for local guides.

### **3.7 Payment for the Tour**

1. The full Tour price must be paid by 5pm on **17th December 2018** (60 days prior to the tour commencing.)  
The payment date will be set out on the Invoice we send you after we receive your Booking form.
2. *Payment Options.*
  - a) You must pay by electronic funds transfer in Australian Dollars to our AU\$ Bank account.
  - b) We do not accept payments in any other currency or any other method. The AU\$ amount of funds that land in our account must match the amount due exactly. We are not responsible for any fees that may be incurred with Electronic Funds transfer from your Bank or any intermediary Bank to our bank account. Please ensure that all Bank and transfer fees are paid at your end of the transaction and are not deducted from the total figure transferred. This is a common mistake and results in incomplete payment. Payment shortfall arriving in our bank will be reflected in the invoice for final balance of payments.

### *Why do we only accept EFT and not Credit Cards?*

Our aim is deliver the best value tour or workshop possible, that means cutting out unnecessary costs. Electronic Funds Transfer is the most cost efficient method to transfer money nationally and internationally. Credit Card companies charge substantial hidden fees. You won't see the fee when you pay, the fee is deducted at our end as a percentage. As these tours and workshops involve substantial payments, the credit card fees are substantial too. We then need to add that fee back to the cost of the tour, and the tour price goes up accordingly. Not the outcome we are after.

### *A Suggestion on International Transfers & Exchange Rates.*

Because this invoice is to be paid in AU\$ it may be considered an international transfer by your Bank (depending on the currency you are transferring from). Your Bank may charge you a transfer fee and an international exchange fee plus they will give you a very poor exchange rate.

The most fee economical way to do an international transfer is to open a Forex (foreign Exchange) account with a company such as World First (worldfirst.com), which usually takes about 15 minutes. The exchange rate will be considerably better, and their fees are significantly less. On a substantial transfer this will save you quite some money.

**NOTE:** If you are paying from Australia in AU\$ or from an AU\$ bank account, a standard EFT will usually suffice.



## Terms & Conditions and acceptance of Risk Form.

---

15 day Winter in Japan Photo Tour Adam Monk & Robert van Koesveld 16 Feb - 02 March 2019

### 3.8 Booking Your Travel Arrangements to Japan

The tour begins in Tokyo and ends in Kyoto, Japan. You will need to arrange your own flights to and from Japan plus any additional nights of accommodation and meals not specifically listed as included in the tour price. It is your responsibility to ensure you arrive at the hotel in Tokyo in a timely manner prior to the commencement of the tour. Adam & Robert are happy to discuss this with you to offer suggestions and advice at the time of booking.

We recommend that you do not book any flights or other travel arrangements until we confirm to you in writing that the tour has sufficient numbers and is going ahead as planned. Please note that we will not be responsible for any costs incurred by you for any travel arrangements.

### 3.9 Tour Specific Cancellation and Refund policy

This 2019 Japan Winter Wonders Tour contains two internal flights and one train journey of a non refundable nature, according to the third party supplier. Should you cancel your place on this tour after these bookings have been made and deposits paid, we will Attempt to promote and sell your place on the tour...

1. If we are successful and the third party suppliers allow, we will transfer those bookings into the name of the new participant. In this situation you will be refunded according to the “*1.11 General Cancellation and refund Policy*” found earlier in this document, minus whatever re-booking fees are charged for the transfers.
2. If we are not successful in selling your place those non-refundable components will be deducted from the total refund to be paid to you according to “*1.11 General Cancellation and refund Policy*” found earlier in this document.

**Terms & Conditions and acceptance of Risk Form.**

---

15 day Winter in Japan Photo Tour Adam Monk & Robert van Koesveld 16 Feb - 02 March 2019

**Participant 1** - One form per person please, details as per your passport.

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_ Title: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Nationality: \_\_\_\_\_ Profession: \_\_\_\_\_

Passport Number: \_\_\_\_\_ Expiry Date: \_\_\_\_\_

Postal Address: \_\_\_\_\_

---

Phone: \_\_\_\_\_ Mobile: \_\_\_\_\_ Email: \_\_\_\_\_

Special Dietary Requests: \_\_\_\_\_

---

Do you have any medical conditions that may impact your ability to participate in this tour?: \_\_\_\_\_

---

**Accommodation Options - Please Tick one**

---

15 day Twin Share price per person: AU\$9,950

Single Supplement (Additional): AU\$1,450

Twin Share Partner Nomination: \_\_\_\_\_

**Next of Kin Details (Not somebody who is accompanying you on this tour)**

---

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

## Terms & Conditions and acceptance of Risk Form.

---

15 day Winter in Japan Photo Tour Adam Monk & Robert van Koesveld 16 Feb - 02 March 2019

**Participant 1** - Acceptance of risk, indemnity and waiver form (One form per person)

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_ Title: \_\_\_\_\_

### Acceptance of Risk

1. The information I have provided to Adam Monk Photo Tours Pty Ltd (Adam Monk Photo Tours) on the Booking form is true and correct and I understand that Adam Monk Photo Tours is relying on that information.
2. I have been advised of the inherent risks, if any, associated with the Tour and I voluntarily choose to participate in the Tour accepting any risks.
3. I have read and understood all the Terms and Conditions in relation to my participation in, and the conduct of the Tour, and the costs associated with the Tour.

### Release and Discharge

4. I unconditionally release and discharge Adam Monk Photo Tours from all liabilities, claims and causes of action that may arise from any act, omission, default, failure or error on the part of Adam Monk Photo Tours occurring during the course of the Tour or whilst in transit to or from the Tour.
5. I acknowledge and agree that this is in addition to any other release and indemnity provided by me by agreeing to the Terms and Condition of my participation in the Tour.

### Indemnity

6. I agree to indemnify and keep indemnified Adam Monk Photo Tours from any liability, costs, damages, claim or cause of action that may be brought against Adam Monk Photo Tours as a result of or in connection with any act, commission, default, failure or error on the part of Adam Monk Photo Tours during the course of the Tour including transit to or from the Tour.
7. I waive any right to claim, and agree that Adam Monk Photo Tours will not be liable for any loss or damage for any default, failure, negligence or error on the part of Adam Monk Photo Tours, personal injury, death, economic loss or consequential loss in or, contract.

Signed: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

**Terms & Conditions and acceptance of Risk Form.**

---

15 day Winter in Japan Photo Tour Adam Monk & Robert van Koesveld 16 Feb - 02 March 2019

**Participant 2** - One form per person please, details as per your passport.

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_ Title: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Nationality: \_\_\_\_\_ Profession: \_\_\_\_\_

Passport Number: \_\_\_\_\_ Expiry Date: \_\_\_\_\_

Postal Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_ Mobile: \_\_\_\_\_ Email: \_\_\_\_\_

Special Dietary Requests: \_\_\_\_\_

\_\_\_\_\_

Do you have any medical conditions that may impact your ability to participate in this tour?: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Accommodation Options - Please Tick one**

---

15 day Twin Share price per person: AU\$9,950

Single Supplement (Additional): AU\$1,450

Twin Share Partner Nomination: \_\_\_\_\_

**Next of Kin Details (Not somebody who is accompanying you on this tour)**

---

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

## Terms & Conditions and acceptance of Risk Form.

---

15 day Winter in Japan Photo Tour Adam Monk & Robert van Koesveld 16 Feb - 02 March 2019

**Participant 2** - Acceptance of risk, indemnity and waiver form (One form per person)

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_ Title: \_\_\_\_\_

### Acceptance of Risk

1. The information I have provided to Adam Monk Photo Tours Pty Ltd (Adam Monk Photo Tours) on the Booking form is true and correct and I understand that Adam Monk Photo Tours is relying on that information.
2. I have been advised of the inherent risks, if any, associated with the Tour and I voluntarily choose to participate in the Tour accepting any risks.
3. I have read and understood all the Terms and Conditions in relation to my participation in, and the conduct of the Tour, and the costs associated with the Tour.

### Release and Discharge

4. I unconditionally release and discharge Adam Monk Photo Tours from all liabilities, claims and causes of action that may arise from any act, omission, default, failure or error on the part of Adam Monk Photo Tours occurring during the course of the Tour or whilst in transit to or from the Tour.
5. I acknowledge and agree that this is in addition to any other release and indemnity provided by me by agreeing to the Terms and Condition of my participation in the Tour.

### Indemnity

6. I agree to indemnify and keep indemnified Adam Monk Photo Tours from any liability, costs, damages, claim or cause of action that may be brought against Adam Monk Photo Tours as a result of or in connection with any act, commission, default, failure or error on the part of Adam Monk Photo Tours during the course of the Tour including transit to or from the Tour.
7. I waive any right to claim, and agree that Adam Monk Photo Tours will not be liable for any loss or damage for any default, failure, negligence or error on the part of Adam Monk Photo Tours, personal injury, death, economic loss or consequential loss in or, contract.

Signed: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_