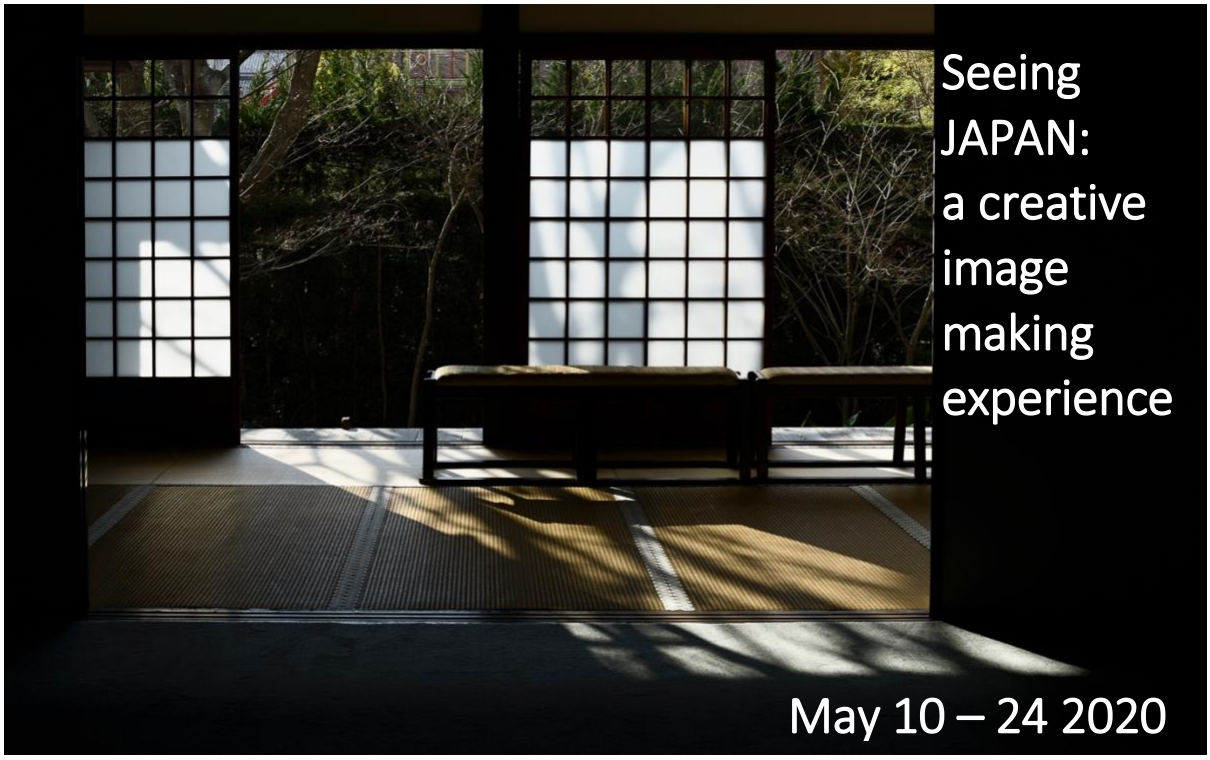

Booking Instructions

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 Form & Acceptance of Risk Form.
   Then scan and return the forms via email to: info@sparkphotography.jp
3. Deposits can be made by credit card. *If you prefer making your deposit by cash, please let us know in advance.
4. Final payments can be made via EFT (Electronic Funds Transfer) to our JPY (Japanese Yen) bank account. Bank details are below.
5. Once the payment of ¥160,000 deposit has been completed and confirmed, your spot will be secured.

   Please note that tour places are only assured once the booking form and deposits have been received and confirmed by us.

Final Payments Bank Account Details

Bank Name:	MUFG Bank Ltd.
Swift Code:	BOTKJPJT
Branch Name:	Karasuyama Branch
Beneficiary's Account No.:	4523385
Beneficiary's Name:	DAISUKE KONDO

This photography tour is being organised and run by Spark Photography. All references to "we" or "I" or "us" in the following pages, with the exception of the actual booking form, refers to Spark Photography, their agents, partners and/or employees.

Spark Photography is 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

PART 1 – GENERAL TERMS THAT APPLY TO ALL Spark Photography Tours & Workshops

1.1 How to book a tour: Please email your completed and signed Booking form AND Acceptance of Risk form to info@sparkphotography.jp

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 Spark Photography. 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 Spark Photography so as to adapt to changing conditions and new options. 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.

1.5 Diet: If you have special dietary needs or food allergies you must disclose these prior to booking. We will endeavor 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 includes 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 you, 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 become 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 is an insufficient number of participants. A decision to cancel a tour for insufficient numbers is at the sole discretion of Spark Photography.
2. Your participation on the tour may be cancelled if we do not receive full payment by the date specified in Part 3.
3. Your participation on the tour may be cancelled if, in Spark Photography's opinion, your behavior 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 info@sparkphotography.jp
   Calculation 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 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 ¥30,000 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) Less than 60 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 and 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: Spark Photography is 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: Spark Photography 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, Spark Photography 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 Spark Photography solely for publicity purposes.

PART 2 – RESPONSIBILITY AND LIABILITY

2.1 The liability of Spark Photography is strictly limited.

2.2 Spark Photography organises, operates, promotes and sells photography tours and workshops that consist of goods and services purchased from various other suppliers. Spark Photography 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 Spark Photography, its directors, its agents, partners, employees or associates from any failings of such suppliers.

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

2.9 Signed originals of the Booking and Acceptance of Risk forms must be received from each participant, (via scanning and email), prior to the commencement of this tour or workshop. This is mandatory.

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 Japan 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 Japan.

PART 3 – SPECIFIC TERMS FOR THE *Seeing* JAPAN Photo Tour 2020

3.1 Your tour is the *Seeing* JAPAN Photo Tour May 2020.

3.2 Tour start date & location: 10th May 2020 in Tokyo, Japan.

3.3 Tour end date & location: 24th May 2020 in Kyoto, Japan.

3.4 Tour leaders: Daisuke Kondo and Robert van Koesveld

3.5 Number of Tour Participants: This tour will have a maximum number of six participants. In addition to the six participants there will be the Tour leaders. A minimum number of five participants is required for the tour to run, although Spark Photography may, at its discretion, run the tour with less than five participants, or may, at its discretion, run the tour with seven participants in the event there is just one place remaining and a couple wishes to book.

3.6 Tour details Pricing & Inclusions:
- Tour price: ¥950,000 per person Twin Share. (see Twin Share details following)
- Single Supplement: ¥75,000, additional to the Twin Share price per person.

- Deposit to confirm your place: ¥160,000

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.
• All train tickets on tour.
• All entrance fees to temples and national parks.
• Breakfasts and dinners for the duration of the tour from dinner 10/05/2020 to breakfast 24/05/2020.
• All your tour accommodation in Japan from the first night of 10/05/2020 to the last night 23/05/2020.
• 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 in Kyoto.

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 tour conclusion in Kyoto.
• Bento Boxes and other lunches while on tour.
• Travel insurance - stipulated as a condition of booking.
• Camera Insurance.
• Alcohol and extra beverages.
• Hotel laundry services.
• Any extra meals you may order including hotel room service.
• 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 (AEST) on 10 February 2020 (90 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 Japanese Yen (¥) to our JPY Bank account.
   b) We do not accept payments in any other currency or any other method. The JPY amount of funds received 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? for the final payment?
Our aim is to 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.

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. Daisuke & 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 *Seeing* Japan Photo Tour 2020 contains train journeys and flights 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" specified 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" specified earlier in this document.

3.10 Single Supplement exception
There are two nights in a historic traditional lodging where rooms may be semi-private ie with paper shoji screens separating two guests' sleeping areas and a shared private toilet. Bathing is *onsen* style with different times allocated for males and females.

BOOKING FORM: Participant 01 - *One form per person please. Details as per your passport*.

First Names:_____ Last Name:_____ Title:_____

Date of Birth: dd/mm/yy ____/____/_____ Preferred first name on tour _____

Nationality:_____ Occupation:_____

Passport Number:_____ Expiry Date: dd/mm/yy ____/____/____

Postal Address:

_____

_____

Phone:_____ Mobile:_____ Email:_____

Dietary requests or food allergies:

_____

_____

Any medical conditions that may impact on your ability to participate in this tour:

_____

_____

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

Name:_____ Relationship:_____

Phone:_____Email:_____

Accommodation Options for 15-day tour - Please tick *one*:

( ) Twin Share: price per person: ¥950,000
( ) Single Traveler: additional supplement: ¥75,000

Twin Share partner's name:_____

ACCEPTANCE OF RISK FORM: Participant 01 – *One form per person* please

First Names:_____ Last Name:_____ Title:_____

Acceptance of Risk

1. The information I have provided to Spark Photography on the Booking form is true and correct and I understand that Spark Photography 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 Spark Photography from all liabilities, claims and causes of action that may arise from any act, omission, default, failure or error on the part of Spark Photography 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 Spark Photography from any liability, costs, damages, claim or cause of action that may be brought against Spark Photography as a result of or in connection with any act, commission, default, failure or error on the part of Spark Photography during the course of the Tour including transit to or from the Tour.
7. I waive any right to claim and agree that Spark Photography will not be liable for any loss or damage for any default, failure, negligence or error on the part of Spark Photography, personal injury, death, economic loss or consequential loss in or, contract.

Signed:_____ Print Name:_____ Date:_____

BOOKING FORM: Participant 02 - *One form per person please. Details as per your passport.*

First Names:_____ Last Name:_____ Title:_____

Date of Birth: dd/mm/yy ___/___/_____ Preferred first name on tour _____

Nationality:_____ Occupation:_____

Passport Number:_____ Expiry Date: dd/mm/yy ___/___/___

Postal Address:

_____

_____

Phone:_____ Mobile:_____ Email:_____

Dietary requests or food allergies:

_____

_____

Any medical conditions that may impact on your ability to participate in this Tour:

_____

_____

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

Name:_____ Relationship:_____

Phone:_____Email:_____

Accommodation Options for 15-day tour - Please tick *one*:

( ) Twin Share: price per person: ¥950,000
( ) Single Traveler: additional supplement: ¥75,000

Twin Share partner's name:_____

ACCEPTANCE OF RISK FORM: Participant 02 – *One form per person* please

First Names:_____ Last Name:_____ Title:_____

Acceptance of Risk

1. The information I have provided to Spark Photography on the Booking form is true and correct and I understand that Spark Photography 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 Spark Photography from all liabilities, claims and causes of action that may arise from any act, omission, default, failure or error on the part of Spark Photography 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 Spark Photography from any liability, costs, damages, claim or cause of action that may be brought against Spark Photography as a result of or in connection with any act, commission, default, failure or error on the part of Spark Photography during the course of the Tour including transit to or from the Tour.
7. I waive any right to claim and agree that Spark Photography will not be liable for any loss or damage for any default, failure, negligence or error on the part of Spark Photography, personal injury, death, economic loss or consequential loss in or, contract.

Signed:_____ Print Name:_____ Date:_____