

Booking Terms & Conditions

Japan Airlines Vacations Terms & Conditions

Terms & Conditions

Please read the following conditions carefully before you make your booking.

Jalpak Co. Ltd, 2-4-11 Higashishinagawa. Shinagawa-ku, Tokyo, 140-8658 (**JALPAK**) is acting as a travel agent for Jaltour a trading name of Euro Creative Tours (UK) Ltd, company registration no. 01523139 and registered address at 4th Floor Standon House, 21 Mansell Street, London, E1 8AA (**ECT**). JALPAK and ECT are both wholly owned subsidiaries of Japan Airlines co., Ltd (Japan).

Whilst your contract will be with ECT, JALPAK will manage your booking on behalf of ECT, so please contact JALPAK in the first instance at

Japan Airlines Vacations(JALPAK)

email: jalvacations@eckuk.com

Phone: +44 0203 034 2590

(Daily from 9:00-17:00 UK Time. Closed on Saturday, Sunday and UK Public Holidays.).

1) Important Notice

It is possible that some of the details of package holidays or travel services available to book via this website and/or the prices of these package holidays or travel services may have changed since they were first advertised on the website. You will be informed of all final details, including the price, of your package holiday or travel services when you book with us, as part of our commitment to quality customer service.

2) Consumer Protection

ATOL

Package holidays featured on this website which include flights are ATOL-protected, since ECT holds an Air Travel Organiser's License granted by the Civil Aviation Authority, Gatwick Airport South, West Sussex, RH6 0YR, UK, telephone 0333 103 6350, email claims@caa.co.uk (**CAA**). ECT's ATOL number is 3227. In the unlikely event of ECT's insolvency, the CAA will ensure that you are not stranded abroad and will arrange to refund any money you have paid for an advance booking. For further information, visit the ATOL website www.caa.co.uk. When you buy a package holiday that doesn't include a flight, protection is provided by way of a bond held by ECT with ABTA (as further described below).

Many of the flights and flight-inclusive package holidays featured on this website are financially protected by the ATOL scheme, but ATOL protection does not apply to all holiday and travel services featured on this website. Please ask JALPAK (or us) to confirm what protection may apply to your booking. If you do not receive an ATOL Certificate then the booking will not be ATOL-protected. If you do receive an ATOL Certificate, but some parts of your trip are not listed on it, those parts will not be ATOL-protected. Please see below for further information, or for more information about financial protection and the ATOL Certificate go to www.atol.org.uk/atolcertificate

ABTA

ECT (trading under the name 'Jaltour') is a member of ABTA (membership numbers 7664X & W9398 respectively). ABTA and ABTA members help holidaymakers to get the most from their travel and assist when things don't go according to plan. We are therefore obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you ABTA's scheme for the resolution of disputes which is approved by the Chartered Trading Standards Institute. If we can't resolve your complaint, go to www.abta.com to use ABTA's simple procedure. Further information on the Code of Conduct and ABTA's assistance in resolving disputes can be found on www.abta.com.

Package Holidays

When you buy a combination of travel services through the website (for example, flights and accommodation), this is a package within the meaning of the Package Travel and Linked Travel Arrangements Regulations (**PTRs**).

Therefore, you will benefit from all rights applying to package holidays under the PTRs when you book a package. ECT will be fully responsible for the proper performance of the package as a whole.

Additionally, as required by law, ECT has protection in place to refund your payments and, where transport is included in the package, to ensure your repatriation in the event that ECT becomes insolvent.

More information on key rights under the PTRs can be found here [\[insert link\]](#). These rights do not apply where you only purchase a single travel service (for example, a hotel only or car rental only).

https://www.jal.co.jp/uk/en/jaldp/jalvacations/pdf/UK_JAL_Vacations_Package_Rights.pdf

Your Financial Protection

We provide full financial protection for our package holidays and where you purchase a single travel service.

Flight Packages

This is provided by way of our Air Travel Organiser's Licence number 3227, which is issued by the CAA. When you buy an ATOL protected flight or flight inclusive package holiday from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong.

We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable).

If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

Non-Flight Packages

This is provided by way of a bond held by ABTA – The Travel Association, 30 Park Street, London, SE1 9EQ, www.abta.com. You agree to accept that in the event of our insolvency ABTA may arrange for the services you have bought to continue, or for a suitable alternative to be provided at the same cost as your original booking. You also agree to accept that in circumstances where the travel service supplier provides the services you have bought, you agree to pay any outstanding sum under your contract with us to that alternative travel service provider. However, you also agree that in some cases the services will not be provided, in which case you will be entitled to make a claim under ABTA's Scheme of Protection (or your payment card issuer where applicable) for a refund of the monies you have paid.

Single Travel Service

We also have protection where you are only purchasing a single travel service (for example, a hotel only or car rental only). Again, this is provided by way of a bond held by ABTA – The Travel Association, 30 Park Street, London, SE1 9EQ, www.abta.com and the same terms apply as those for 'Non-Flight Packages' set out above.

3) Booking and Payment

To make a booking you must complete and submit the booking form and pay the price of your booking in full via the payment methods offered on the website. When you make a booking you guarantee that you have the authority to accept and do accept on behalf of your party the terms of these booking conditions.

As you are booking through JALPAK, who is acting as travel agent on our behalf, upon receipt of your money, JALPAK will provide you with an ATOL receipt, which gives the relevant details of your booking. Within 7 days of notification of the booking to us by JALPAK, we will send JALPAK an ATOL Confirmation Invoice, which they will immediately pass on to you. When you buy an ATOL-protected flight-inclusive holiday from us you will receive an ATOL Certificate. This will detail where you can get information on what this means for you and who to contact if things go wrong.

No contract for the provision of the holiday or travel service exists between you and us until we have sent out our confirmation invoice so that if, for reasons such as unavailability, we are unable to accept your booking, our liability to you will be limited to refunding to you the full amount of any money you have paid.

All flights booked will be in Economy class and all accommodation booked will be in the standard rooms of the respective property, unless specifically otherwise stated on the confirmation and invoice.

Please ensure you check carefully the booking details and all documentation provided to you (including these booking conditions) and contact us immediately if you think any details we or JALPAK give you are inaccurate.

4) Changes by You

If, after our confirmation invoice has been issued, you wish to change your travel arrangements in any way, for example your chosen departure date or accommodation, we will do our utmost to make these changes but it may not always be possible.

Any request for changes to be made must be in writing from the person who made the booking, JALPAK (or any other travel agent) and reach us at least 56 days prior to departure. You will be asked to pay an administration charge of £40, and any further cost we incur in making this alteration. We may have to treat any alterations requested less than 56 days before departure as cancellations and new bookings, so that the cancellation charges referred to below will then apply.

You can transfer your booking to another person, who satisfies all the conditions that apply to this booking, by giving us notice in writing as soon as possible and no later than 7 days before departure. Both you and the new traveller are responsible for paying all costs we incur in making the transfer.

5) If You Cancel Your Holiday

If you wish to cancel your booking, you must notify us in writing and the cancellation terms shall be as set out below depending on whether your booking is for a package holiday or a single travel service.

If you have concerns about travelling due to any changes in Government guidance in respect of COVID-19 following the date upon which you made your booking, please contact JALPAK at the earliest opportunity and JALPAK will, in their sole discretion, decide whether you may cancel without incurring any cancellation fees.

Japan Airlines Vacations(JALPAK)

email: jalvacations@eckuk.com

Phone: +44 0203 034 2590

(Daily from 9:00-17:00 UK Time. Closed on Saturday, Sunday and UK Public Holidays.).

Package Holiday

The following charges will apply effective from the date we receive your notification:

| Number of days before departure | | Charge |
|--|---|---|
| 15 days or more | — | £200 per person + third party cancellation fee (if applicable)* |
| 14-8 | — | 50% of package price |
| 0-7 | — | 100% of package price |

*** Note if you are booking in high season, some hotels or other travel service providers may elect to charge 100% of the fee regardless of cancellation. If you have any concerns when you are booking, please contact JALPAK, who can inform you of any specific cancellation charges.**

Japan Airlines Vacations(JALPAK)

email: jalvacations@eckuk.com

Phone: +44 0203 034 2590

(Daily from 9:00-17:00 UK Time. Closed on Saturday, Sunday and UK Public Holidays.).

Your package holiday is the combination of your flight, hotel and other options such as activities etc. which you have received one inclusive price. You cannot cancel these items individually, only the entire package. Although, you may make changes pursuant to paragraph 4 above.

Single Travel Service

Where you are only purchasing a single travel service (for example, a hotel only or car rental only) for which you have received an individual price for that service or which you have booked in addition to your package holiday then that particular service can be cancelled independently of your package. The cancellation terms that will apply to that single travel service shall be those available on the website when you booked.

6)

(a) If We Change or Cancel Your Holiday

This website is published in advance of the holiday season; and whilst we endeavour to keep it up-to-date, some changes to the holiday arrangements may occur. If changes occur prior to your booking we will inform you of these prior to issuing our confirmation. In some cases, changes occur even after bookings have been confirmed and we therefore reserve the right to make changes at any time. If the change is minor, we will inform you as soon as possible but we will have no other liability towards you.

Occasionally we may have to make a significant change to your holiday after confirmation and we therefore reserve the right to do so. A significant change will include a change of UK departure point, a change of flight time more than 12 hours, a change of accommodation to a lower price or classification as detailed on the website. If we have to make a significant change we will notify you as quickly as possible and you may then either: a) accept the change in which case the contract will be varied to incorporate the change; b) take another available holiday from the website at its advertised price; or c) cancel the holiday completely in which case we will refund all monies paid to us.

Please see the below box stating the compensation payable to you, should we have to advise you of changes within 56 days of your departure date.

| Period before departure within which, change is notified to you or to your Travel Agent | Compensation per adult | per child (up to and including 11 years old) |
|--|-------------------------------|---|
| More than 56 days | Nil | Nil |

| | | |
|------------|-----|-----|
| 55-43 days | £10 | £5 |
| 42-29 days | £20 | £10 |
| 28-15 days | £30 | £15 |
| 14-0 days | £40 | £20 |

Some of the excursions included in the holiday packages require a minimum number of participants. Please enquire at the time of booking. If the required minimum number of participants is not met, we will notify you no less than 14 days before the day of departure, and refund any monies paid to us for the corresponding portion of your trip. Since these are optional excursions, any cancellation would not constitute a 'significant change'.

(b) Force Majeure

We may have to cancel or change your holiday in exceptional circumstances such as war, civil unrest, terrorist activity and its consequences, natural or nuclear disaster, epidemic or pandemic, fire, or adverse weather conditions. In these circumstances we will not pay you any compensation as these are beyond our control. We expect you to have adequate travel insurance (as further set out below).

7) Complaints

If you have a problem during your stay, please inform the accommodation provider immediately, who will endeavour to put things right. You should also try to find a solution whilst you're there. If your complaint is not resolved locally, please follow this up within 28 days of your return home by writing to us at our office address or emailing us at jalvacations@eckuk.com, giving your booking reference and all other relevant information. Please keep your communications concise and to the point. This will assist us to identify your concerns quickly and speed up our response to you. If you fail to follow this simple procedure we will have been deprived of the opportunity to investigate and rectify your complaint whilst you were on holiday, and this may affect your rights under these booking conditions. Please bear in mind that we are only liable to compensate you in line with these booking conditions. Any dispute or claim arising out of these booking conditions that can't be settled between us can be referred by you to ABTA arbitration or court (see paragraph 16).

8) Prices

Whilst we reserve the right to increase or decrease prices of any of our package holidays or travel services, once you have made your booking and we have issued our confirmation invoice, we promise that the price of your package holiday or travel service will remain the same. We will always inform you, before accepting your booking, of any changes to the price. You should, however, note that if you amend any details of your booking after it has been confirmed you may be subject to an amendment fee as detailed under paragraphs 4 and 5 above.

9) Our Liability to You

We accept full liability for the proper performance of our obligations under any agreement entered into with you for the provision of a package holiday featured on this website. This includes any liability for the acts or omissions of our employees, agents, sub-contractors and other suppliers, unless proper performance is not achievable due to:

- a) matters which are the fault of you and/or other members of your party;
- b) unforeseeable or unavoidable circumstances which are the fault of persons who are not connected with the provision of these services to be performed;
- c) any unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided by exercising all due care;
- d) an event which either we, or the relevant supplier, even with all due care could not have foreseen or forestalled.

Our and JALPAK's liability, except in respect of death or personal injury caused by negligence, shall be limited to the lesser of: (i) twice the price of the package holiday or travel service purchased; or (ii) the amount laid down in the relevant international conventions such as the Montreal Convention or the Warsaw Convention. In the case of claims for death or personal injury (including illness) subject as above, we only accept responsibility for the negligent acts and/or omissions of ECT's employees or agents and also of our suppliers and sub-contractors whilst acting within the scope of, or in the course of their employment. Our liability will also be limited in accordance with and/or in an identical manner to the contractual terms of the companies that provide the travel services that make up your package. These terms are incorporated into this booking and copies of these contractual terms are available from our offices on request.

Under passenger rights law you have rights in some circumstances to refunds and/or compensation from your airline in cases of denied boarding, cancellation or delay to flights. Full details will be publicised at relevant airports and available from airlines. However, reimbursement in such cases will not automatically entitle you to a refund of your holiday cost from us. Your right to a refund and/or compensation from us is set out in these booking conditions. If any payments are due to you from us, any payment made to you by the airline or any other service provider will be deducted.

If the contract we have with you is not performed or is improperly performed as a result of failures attributable to a third party unconnected with the provision of the services, or as a result of failures due to unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised, or an event which we or our suppliers, even with all due care, could not foresee or forestall, and you suffer an injury or other material loss, we will not be liable to you for any such failures but we will offer you such prompt assistance as is reasonable in the circumstances.

Note that this clause does not apply to any separate contracts that you may enter into for excursions or activities whilst on holiday.

10) Insurance

We highly recommend that you purchase comprehensive travel insurance prior to the date of your holiday to cover yourself and any members of your party. This insurance should include cover for cancellation and curtailment, all medical expenses including evacuation/repatriation, personal baggage, personal liability, death and permanent disability and travel document insurance and should be commensurate to the value of your booking. If you suffer from a disability or medical condition you should disclose this to insurers. Please keep your insurance details with you whilst on holiday.

11) Data Protection

To make your booking we will need to use information you have supplied to us, such as the full name, address and dietary requirements of each member of your party. Please be assured that we have measures in place to protect the personal booking information held by us. This information will be

passed on to the relevant suppliers of your travel arrangements. The information may also be provided to public authorities such as customs or immigration if required by them, or as required by law. Certain information may also be passed on to security or credit checking companies. To find out more, visit ECT's privacy policy at [\[insert link\]](#) and JALPAK's privacy policy at [\[insert link\]](#).

ECT

<https://www.ectuk.com/en/privacy.php>

JALPAK

https://www.jal.co.jp/world/en/world/footer/jalpack_privacy_policy.html

12) Additional Assistance

If you're in difficulty whilst on holiday and ask us to help we will provide appropriate assistance, in particular by providing information on health services, local authorities and consular assistance; and helping you to find alternative arrangements and any necessary phone calls/emails. You must pay any costs we or JALPAK incur if the difficulty is your fault.

13) Passport, Visa and COVID-19 Requirements

Your specific passport and visa requirements, and other immigration requirements are your responsibility and you should confirm these with the relevant Embassies and/or Consulates. We do not accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements.

You are also responsible for adhering to any additional COVID-19 travel requirements in force on the date of your scheduled holiday (including, taking tests prior to travel and/or quarantining upon arrival and on your return). You may be required to sign an acknowledgement attesting to your fitness to travel and agreeing to comply with any health and safety procedures as directed by us or any supplier personnel during your holiday. You or any member of your group may not travel if you or any member of your group test positive for COVID-19 during the 14 days prior to departure; standard cancellation terms will apply. You accept all risks and related expenses in the event that you or any member of your group require testing, quarantine or become infected with COVID-19.

14) Excursions

Excursions or other tours that you may choose to book or pay for whilst you are on holiday are not part of your package holiday provided by us.

15) Travel Agents

When you buy a package holiday which includes a flight, all monies you pay to JALPAK are held by them on behalf and for the benefit of the Trustees of the Air Travel Trust at all times. This is subject to JALPAK's obligation to pay it to us for so long as we do not fail. If we fail, any money held at that time by JALPAK, or subsequently accepted from you by them, is and continues to be held on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation to pay that money to us. When you buy a package holiday not including a flight, all monies you pay to JALPAK are held by them on our behalf at all times.

16) Jurisdiction

The contract arising from any confirmed holiday booking is to be interpreted under, and is subject to, the laws of England and Wales. These booking conditions are also governed by English Law and the jurisdiction of the English Courts. We both agree to submit any dispute or claim under it or connected with the holiday to the English Courts or other legal system within England. However, if you live in Scotland or Northern Ireland, you can bring proceedings in your local court under Scottish or Northern Irish law, as applicable.