**PLEASE READ CAREFULLY**

**Effective Date: January 1, 2015**

The purchase of any travel services offered by **Mian International** under the umbrella of **Mian International** doing business as **Mian Travel** constitutes a contractual agreement between you and any person included under this reservation (hereinafter collectively referred to as “you,” “your,” “arranger,” “participant,” or “traveler(s)”) and Mian, and represents your acceptance of Mian Terms & Conditions set out herein. Please ensure that you read carefully and understand these Terms & Conditions prior to booking. These Terms & Conditions are subject to change at any time. You are bound by such revisions and should therefore request the latest version of the Terms & Conditions from an authorized Mian representative before booking. If you do not agree to these Terms & Conditions, please cancel your booking by written notification to Mian (cancellation fees may apply).

**1.  Mian Services:**

Mian is a private company. Mian is not associated with any Japanese or foreign government offices or embassies. Mian is not responsible for the granting or denying of documents. Mian acts only as agents for the travelers in making arrangements for services provided by third parties, such as airlines, hotels, buses or other transportation suppliers in connection with Mian travel packages (hereinafter “Service Providers”).

Mian accepts no responsibility for information supplied to us by third parties including the Service Providers. Mian recommends that you confirm all information contained on or linked from our Website with the Service Providers. The details of the prices, packages, tours, flights and other information displayed on the Website are subject to change without notice. The travel products and services described on the Website are subject to availability. It should be noted that all documents issued to travelers are non-transferable. Such documents may include but are not limited to, visas, airline tickets, hotel vouchers, tour vouchers, or any other document used to confirm an arrangement with a Service Provider. Such documents may also be subject to conditions such as, but not limited to, being non-refundable, non-date changeable and subject to cancellation or amendment fees. It is your responsibility to familiarize yourself with these conditions. If for any reason, any Service Provider is unable to provide the services for which you have contracted, your remedy lies against that Service Provider, and not against Mian International.

In the event we received payment by credit card, you agree that you will not seek to charge back or recover your payment or any other losses from Mian.

Unless otherwise expressly agreed to by Mian in writing, you are responsible for obtaining all passports, visa and health information required.

**2. Disclaimer:**

Mian does not warrant or represent that the content of the Mian Website or promotional material is accurate, up-to-date or complete, nor that it does not infringe the rights of others. Mian is providing the Website, the promotional material and its contents on an “as is” basis. Mian makes no representations or warranties of any kind with respect to the Website, the promotional material, its contents or any of the products or services supplied by Mian. To the maximum extent permitted by law, Mian disclaims all implied representations and warranties including, without limitation, implied warranties that Mian products and services offered will be of merchantable quality, fit for any purpose or will comply with any descriptions on the Mian Website or promotional material. To the extent permitted by law, you release Mian from all liability, cost, damages, claims and expenses (including direct, indirect, special and consequential loss or damage whether in negligence or otherwise) arising out of the supply or failure to supply or use or non-use of the third party products or services.

If applicable, hotel ratings stated on the Mian Website or promotional material (without limitation includes photographs, list of hotel amenities, descriptions of property, etc.) are provided by the respective Service Providers. These hotel ratings are general guidelines and Mian cannot guarantee their accuracy. The promotional material is to be used as a general guide and the ratings and hotel information may be amended periodically by the respective Service Providers to keep current. Please be advised that during the peak Hajj season the Service Providers accommodate a large number of pilgrims and consequently the quality of service indicated by their respective ratings may suffer.

All Service Providers are independent contractors, not Mian affiliates or agents. Mian is not liable for the actions, omissions, errors, representations, warranties, negligence, breach of contract, personal injuries, death, property damage, or any other damages or expenses resulting from Service Providers. Mian has no liability and will not refund due to delay, cancellation, overbooking, strike, force majeure, terrorism, and any other causes that are beyond Mian direct control or from any loss or damage resulting from improper passport, visas or other documents. Mian has no control and is not responsible for any additional expenses, delays, omissions, re-routing, or acts of interference by any government or legal authorities. Mian is not responsible for any traveler missing any part of the program due to no fault of Mian, and in such event, the traveler shall be responsible for any additional expenses incurred for the traveler to rejoin the tour. Mian will not make any changes after departure and will not redeem any part of the payment for any services rendered unutilized.

**Shipping and Handling of Documents**

Mian will use Post office, Takuyuben to return your documents unless you send Mian a pre-paid completed label for the courier of your choice to use for the return of your documents. Mian is not responsible for any delays, loss or damages resulting from the return of your documents by post office or Takuyuben, or any other courier services.

**3. Safety:**

Please be aware that during your participation in packages operated by Mian, certain risks and dangers may arise beyond our control, including but not limited to: the hazards of traveling in undeveloped areas; travel by boat, train, automobile, aircraft, or other means of transportation; the forces of nature; political unrest; acts of lawlessness or terrorism; and accident or illness in remote regions without means of rapid evacuation or medical facilities. Mian will not have liability regarding provision of medical care or the adequacy of any care that may be rendered. While Mian will use its best efforts to ensure that adequate measures are taken, by agreeing to participate in a package and/or optional excursions you agree that you will hold Mian harmless regarding any provision of medical care or the adequacy of any care rendered.

**4. Insurance:**

Many of the problems for which Mian cannot be held responsible for can be insured against. Mian highly recommends that you take out insurance to provide adequate cover for medical expenses, personal accident, loss of baggage and curtailment or cancellation of trip. Individuals are responsible to finance on the spot medical treatment and other contingencies, and then to reclaim this from insurance, if covered. You will be required to provide documentation to the insurance company to facilitate a claim. Please note that there are exclusions to coverage of insurance. Insurance has to be purchased and paid for in full as soon as the booking is made to become effective.

To the extent permitted by law, you release Mian from all liability, cost, damages, claims and expenses (including direct, indirect, special and consequential loss or damage whether in negligence or otherwise) arising out of any loss of baggage.

**5. Reservation / Deposits/ Fees:**

Mian accepts checks, money orders, Visa, MasterCard, JCB, and American Express. Your payment is not deemed made until it is received by Mian. Please be advised that a 8% surcharge applies to all payments made by credit card.

**Deposit amount:** **¥ 150,000** per person upon registration.  
**Second payment amount:** after air ticket final. **¥300,000**  
**Final payment:** covering full balance must be paid before Jun01.

Your booking is not confirmed until the deposit is received by Mian and you receive written confirmation of your booking from Mian. Your reservation may be automatically canceled if payments are not received by Mian by the applicable deadlines above. Special conditions may apply to the prices set out on the Website. To determine such conditions, you must contact Mian or the relevant Service Provider. Please review and verify your booking invoice thoroughly and contact Mian immediately if your invoice appears to be incorrect or incomplete, as it may not be possible to make changes later. Please be advised that once your visa has been processed, there will be NO refunds available for the package(s) you have purchased. Hajj fees issued by the Kingdom of Saudi Arabia or related to the ritual animal sacrifice are additional to and not included in any package or programs.

**6. Cancellation:**

After booking a package, all cancellation requests must be received by Mian in writing. The traveler acknowledges and understands that Mian incurs significant expenses and losses if a traveler cancels a booking. The traveler expressly understands that the following cancellation fees will apply and be strictly adhered to by Mian:

For any written cancellation received by Mian on or before May 1st, 2015: **¥ 50,000** per person cancellation fee.  
For any written cancellation received by Mian on or before May 15, 2015: per person **¥ 200,000** cancellation fee.  
For any written cancellation received by Mian after Jun, 01 2015: no-refund will be made on any reservation.

**7. Travelers Who Need Special Assistance On Hajj:**

You must report to Mian in writing any disability requiring special attention while traveling at the time the reservation is made. Mian will make reasonable attempts to accommodate the special needs of disabled travelers, but is not responsible in the event it is unable to do so nor is it responsible for any denial of services by Service Providers. Mian regrets that Mian cannot provide individual assistance to a traveler for walking, dining, getting on and off buses and other vehicles, or other personal needs. A qualified and physically able companion must accompany travelers who need such assistance and must assume full responsibility for their well-being; if such a companion is not available for the traveler, Mian may, in its discretion, cancel the reservation and return the full deposit of the traveler.

**8. Young Travelers:**

Travelers who are less than 18 years old on the departure date must be accompanied by an adult throughout the duration of the vacation. For any special requirements regarding airline tickets for children, contact your airline directly. If a child will be traveling with adults other than the parents or with only one parent, it is recommended that a notarized letter be written by the parents or non-traveling parent granting authorization to travel, including the dates of travel. Mian suggests that you also contact the appropriate consulate and airlines because they may have additional requirements or recommendations.

**9. Mediation and Arbitration of disputes:**

Any disputes related to the contract for travel/Hajj pilgrimage between the participant and Mian directly or indirectly relating to the Terms & Conditions shall be first submitted to mediation in Tokyo, before a mediator mutually agreed to by the parties. If mediation is not successful, the dispute must be resolved by binding neutral arbitration in Tokyo as provided by Tokyo law. You are hereby giving up any rights you might possess to have the dispute litigated in a court or jury trial in Tokyo or any other jurisdiction. By purchasing travel services from Mian, you are: 1) giving up your judicial right to discovery and appeal; 2) you may be compelled to arbitrate under the authority of the Tokyo code of civil procedure; and 3) you acknowledge that your agreement to this arbitration provision is voluntary.

In any event, each party agrees to personal jurisdiction in any action brought in any court, Federal or State, within the city of Tokyo, city of Tokyo having subject matter jurisdiction over the matters arising under this Agreement. Any suit, action or proceeding arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the state and/or federal courts located in the County of Tokyo, Each party waives any objection which it may have now or hereafter to the laying of the venue of such action or proceeding and irrevocably submits to the jurisdiction of any such court in any such suit, action or proceeding.

**10. General:**

If any of these Terms & Conditions is in invalid or unenforceable, it will be struck out, and the remaining terms will remain in force. Headings are for reference purposes only. If Mian does not act in relation to a breach by you or others of these Terms & Conditions, this does not waive our right to act with respect to subsequent or similar breaches. No person, other than an authorized representative of Mian by a document in writing, is authorized to vary, add, or waive any term or condition set forth in the preceding provisions. These Terms & Conditions are governed by the laws of the Tokyo.

**BY SIGNING OR CLICKING THE REGISTER BUTTON BELOW, YOU, THE TRAVELER OR ARRANGER, HAVE READ THE ABOVE AND ACCEPT ALL TERMS & CONDITIONS. YOU ALSO ACKNOWLEDGE THAT YOU FULLY UNDERSTAND THE PACKAGE WHICH YOU ARE PURCHASING.**

I agree to the above Terms & Conditions. !!