

# **Standard General Conditions of Travel Agency Business**

## **Order-Taking Type Organized Tour Contract Part**

### **Chapter 1 - General Provisions**

#### **Article 1 (Scope of Application)**

1. The Contract of our Company (hereinafter referred to as " We," "Us," or "Our" as the case may be) concerning the order-taking type organized tour to be executed with the traveler (hereinafter referred to as the "Order-Taking Type Organized Tour Contract", or "Contract" or in the case the words mean the trip, "Order-Taking Type Organized Tour" or "Tour", as the case may be) shall be based on the General Conditions. In the case that any matter not stipulated in the General Conditions arises, ordinance or generally established practice shall be applied.
2. In the case that we execute a special contract (hereinafter referred to as the "Special Contract") with the traveler in writing without violating the relevant law, and harming the interest of the traveler, such Special Contract shall be given priority, notwithstanding the provision of the preceding paragraph.

#### **Article 2 (Definition of Terminology)**

1. In the General Conditions, the "Order-Taking Type Organized Tour" shall mean such travel plans for which we prepare at the request of the traveler, including the destinations, itineraries, transportation services and accommodation services to be offered to the travelers as well as the Tour Price amount (defined in Article 12 below) payable to us by the travelers and which shall be implemented as planned.
2. In the General Conditions, "Domestic Trip" shall mean trips planned for travel within Japan only, and "Overseas Trip" shall mean those trips other than Domestic Trips.
3. In this Part, " Communication Contract" shall mean the Order-Taking Type Organized Tour Contract, which is executed between us and a card member of the credit card company affiliated with us (hereinafter referred to as an "Affiliated Company") by subscription through telephone, mail, facsimile, or other means of communication, subject to prior consent of the traveler to the

effect that the claims or obligations held by us, such as the Tour Price, etc., under the Order-Taking Type Organized Tour Contract, are settled on or after the due date of such claims or obligations according to the separately provided card membership rules of the Affiliated Company and also subject to payment of the Tour Price, etc. payable under the said Order-Taking Type Organized Tour Contract by the methods specified in Article 12, paragraph 2, the latter part of Article 16, paragraph 1, and Article 19, paragraph 2 hereunder.

4. In this Part, "Electronic Consent Notice" shall mean a notice issued in acceptance of the subscription for the Contract, and is conducted by means of transmission, among the methods utilizing information and communication technologies, via telecommunication lines connecting the computer, facsimile, telex or telephone (hereinafter referred to as the "Electronic Computer, etc.") used by us with the Electronic Computer, etc. used by the traveler.
5. In the General Conditions, "Date Card Used" shall mean the date when the traveler or our Company becomes obligated to pay the Tour Price, etc. or executes refundable liability under the Order-Taking Type Organized Tour Contract.

### **Article 3 (Content of Tour Contract)**

We undertake to make arrangements and administer the itinerary under the Order-Taking Type Organized Tour Contract so that the traveler may be provided with transportation, accommodation, and other services as offered by transportation and accommodation businesses etc. (hereinafter referred to as the "Tour Service") according to the itinerary set by us.

### **Article 4 (Business Agent)**

There are cases where we may engage other travel agents, professional arrangers, or other helpers inside or outside Japan, in order to have them make arrangements in whole or in part on our behalf for the execution of the Order-Taking Type Organized Tour Contract.

## **Chapter 2 - Execution of the Tour Contract**

### **Article 5 (Delivery of the Customized Plan Document)**

1. Upon receipt of a request from a traveler to subscribe to us for the Order-

Taking Type Organized Tour Contract, we will deliver to the traveler, unless prevented due to business-related reasons, documentation describing the content of our travel plan prepared at the request of the traveler, such as the itinerary, tour service content, the Tour Price, and other conditions (hereinafter referred to as the "Customized Travel Plan") concerning the travel to be undertaken (hereinafter referred to as the "Customized Document").

2. There are cases where we will specify in the Customized Document of the preceding paragraph the amount of our handling charge for the Customized Travel Plan (hereinafter referred to as the "Planning Charge") as a breakdown of the Tour Price.

#### **Article 6 (Subscription for the Tour Contract)**

1. A traveler who wishes to subscribe to our Order-Taking Type Organized Tour Contract concerning the content of the Customized Travel Plan described in the Plan Document of the preceding Article, paragraph 1, shall fill in the necessary information in the application form designated by us (hereinafter referred to as the "Application Form") and shall submit it to us together with the fee for subscription (hereinafter referred to as the "Application Fee") in the amount separately specified by us.
2. Notwithstanding the provision of the preceding paragraph, a traveler who wishes to subscribe to our Communication Contract concerning the content of the Customized Travel Plan described in the Plan Document of the preceding Article, paragraph 1, will be required to notify us of his/her membership number and other information as required.
3. The Application Fee specified in paragraph 1 above shall be treated as part of the Tour Price (including the Planning Charge specified as a breakdown of the said Tour Price), or the cancellation fee or the penalty.
4. In cases where the traveler participating in the Order-Taking Type Organized Tour requires special attention, the said traveler will be asked to mention such a request to us at the time of application for the Customized Tour Contract. In this case we will try to accommodate such a request as far as possible.
5. Any expenses incurred as a result of special arrangements made at the request of the traveler under the preceding paragraph shall be borne by the said traveler.

#### **Article 7 (Rejection of the Execution of the Contract)**

Any one of the following is a case upon which we reserve the right to decline the execution.

- a. In cases where the traveler in question subscribing for the Tour is likely to create a nuisance for other travelers or hinder smooth implementation of the Tour as a group;
- b. In cases where the Communication Contract is about to be executed, and the traveler is unable to settle, in whole or in part, the liability related to his or her Tour Price, etc. as stipulated in the card membership rules of the Affiliated Company. Such reasons may be due to, but not limited to, the credit card as held by the traveler in question, being found to be invalid;
- c. In cases where the traveler is recognized as a gang member, an associated gang member, a person or a company related to crime syndicates, a corporate racketeer or any other antisocial forces;
- d. In cases where the traveler has made claims through forceful behavior or unjust claims to us or acted in a threatening manner or made threatening statements, or has conducted violent acts or behavior in connection with any transaction between the parties, or other acts or behavior equivalent to these;
- e. In cases where the traveler committed acts which may damage our reputation or obstruct our business by spreading false rumors, the use of fraudulent means or by force, or other acts or behavior equivalent to these; or
- f. In cases where there is an inconvenience related to our business.

#### **Article 8 (Execution of the Tour Contract)**

1. The Order-Taking Type Organized Tour Contract shall be executed when we have accepted the execution of the Contract and have received the Application Fee specified in Article 6, paragraph 1.
2. Notwithstanding the provision of the preceding paragraph, the Communication Contract shall be executed when we send out a notice to the effect that we accept the execution of the Contract, except when an electronic notice of acceptance is sent out for the said Contract, in which case the Contract shall be executed when the said electronic notice has reached the traveler.

#### **Article 9 (Delivery of Contract Document)**

1. We will deliver to the traveler a document (hereinafter referred to as the

"Contract Document") with details regarding the itinerary, content of the Tour Service, Tour Price, and other conditions of the Tour as well as matters concerning our responsibility with regards to the Tour, promptly after the Tour Contract has been executed as defined in the preceding Article.

2. In cases where we have specified the Planning Charge amount in the Plan Document stipulated in Article 5, paragraph 1, we will also specify the said amount in the Contract Document set forth in the preceding paragraph.
3. The scope our responsibility for the Tour Service in making arrangements and administering itineraries under the Order-Taking Type Organized Tour Contract shall be based on the details stated in the Contract Document of paragraph 1.

#### **Article 10 (Determinate Document)**

1. In cases where it is not possible to state the determinate itinerary or the names of transportation or accommodation facilities in the Contract Document specified in the preceding Article, paragraph 1, we will list, on a limited basis in the Contract Document, the names of facilities scheduled for accommodation and the names of transportation facilities important in the Travel Plan, and we will deliver a document with descriptions of determinate conditions (hereinafter referred to as the "Determinate Document"), after we have delivered the said Contract Document on or before the date specified in the said Contract Document but no later than the day immediately preceding the starting date of the Tour (or the starting date of the Tour in cases where subscription for the Order-Taking Type Organized Tour Contract is made on or after the 7th day from the day immediately preceding the starting date).
2. In the case of the preceding paragraph, when an inquiry is received from a traveler who wishes to confirm the status of arrangements, we will respond promptly and properly to such an inquiry before delivery of the Determinate Document to the said traveler.
3. In cases where the Determinate Document has been delivered as specified in paragraph 1, the scope of our responsibility for the Tour Service in making arrangements and administering specified in Article 9 paragraph 3 shall be limited to the scope described in the said Determinate Document.

#### **Article 11 (Method of Utilizing Telecommunication Technology)**

1. When, instead of physically delivering to the traveler the Customized Document or the document, the Contract Document, or the Determinate

Document to be delivered at the time when the traveler is about to execute the Order-Taking Type Organized Tour Contract which describes details such as the itinerary, the Tour Service content, the Tour Price, other conditions of the Tour, and matters regarding our responsibility, we have provided the traveler, with his /her prior consent, with such details to be described in the said document(s) (hereinafter in this Article referred to as the "Described Details") by means of utilizing telecommunication technology, we will confirm that the Described Details have been recorded on a file as equipped in the communication equipment used by the traveler.

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2. In the case of the preceding paragraph, when the communication equipment used by the said traveler is not equipped with a file for recording the Described Details, we will record the Described Details on a file (confined for exclusive use of the said Traveler) equipped in the communication equipment being used by us and confirm that the said traveler has viewed the Described Details.

#### **Article 12 (Tour Price)**

1. The traveler will be required to pay to us the Tour Price in the amount specified in the Contract Document, on or before the date specified in the Contract Document prior to the starting date of the Tour.
2. When the Communication Contract has been executed, we will receive payment of the Tour Price in the amount specified in the Contract Document by the credit card of the Affiliated Company without obtaining the traveler's signature on the designated voucher. In this case, the date on which the card is used shall be considered as the date the Tour Contract is executed.

### **Chapter 3 - Alteration of the Contract**

#### **Article 13 (Alteration of Contract Content)**

1. The traveler may request us to change the content of the itinerary or Tour Service or other content of the Order-Taking Type Organized Tour Contract (hereinafter referred to as the "Contract Content"), in which case we will try to accommodate such requests of the traveler as far as possible.
2. In case there arise causes beyond our control, such as act of God, acts of war, civil commotion, suspension of Tour Services by transportation and accommodation facilities, etc., orders from government and other public agencies, the need to use transportation services not based on our original

transportation plan, and other causes, and when it is considered unavoidable in order to effect the safe and smooth implementation of the Tour, we may be required to change the Contract Content by explaining promptly to the traveler beforehand the reasons for the nature of such causes being beyond our control and the correlation between such causes and subsequent changes. This shall be the case except at the time of an emergency, in which case, when unavoidable, we will explain to the traveler after the changes have been made.

#### **Article 14 (Alteration of Tour Price)**

1. In cases where the transportation fare and charge applicable to the transportation facilities being used for the implementation of the Order-Taking Type Organized Tour (hereinafter in this Article referred to as the "Applicable Fare and Charge") are increased or reduced considerably beyond the price level normally assumed, due to significant changes in economic or other conditions, compared with the Applicable Fare and Charge made public as effective rates at the time when the Plan Document for the Order-Taking Type Organized Tour was delivered, we will be permitted to increase or reduce the amount of the Tour Price within the range of the amount so increased or reduced.
2. In cases where we increase the Tour Price as provided in the preceding paragraph, we will inform the traveler to that effect before the 15th day immediately preceding the starting date of the Tour.
3. In cases where the Applicable Fare and Charge are reduced as provided in paragraph 1, we will decrease the Tour Price by the amount so reduced in accordance with the provision of the said paragraph.
4. If any change in the Contract Content, according to the provisions of the preceding Article, causes any decrease or increase to accrue in the expenses required for the implementation of the Tour (including the cancellation fee, a penalty charge or other expenses already paid or payable from now for the Tour Service unreceived due to changes in the said Contract Content), we may change the Tour Price within the range of the amount increased or reduced when the Contract Content are changed (except when such increase of expenses is caused by a lack of seats/rooms in the transportation and accommodation facilities, etc. or other facilities despite the fact that the relevant Tour Service is provided by the transportation and accommodation facilities, etc.).

5. In cases where we have stated in the Contract Document that the Tour Price varies with the number of persons utilizing the transportation and accommodation facilities, etc., and when the number of persons participating in the Tour changes due to the causes not attributable to us after the execution of the Order-Taking Type Organized Tour Contract, we reserve the right to change the amount of the Tour Price as described in the Contract Document.

#### **Article 15 (Change of Traveler)**

1. A traveler who has executed the Order-Taking Type Organized Tour Contract may assign his/her status under the said Contract to a third party, subject to our consent.
2. In cases where a traveler wishes to obtain our consent as provided in the preceding paragraph, the said traveler will be required to fill in the necessary information on the form designated by us and submit it to us together with the handling fee in the designated amount.
3. The assignment of the status under the Contract, as provided in paragraph 1, shall take effect when approved by us. After such approval, the third party who has acquired such status under the Tour Contract shall succeed to all rights and obligations concerning the said Order-Taking Type Organized Tour Contract executed by the traveler.

### **Chapter 4 - Cancellation of the Contract**

#### **Article 16 (Traveler's Right to Cancel the Contract)**

1. A traveler may, at any time, cancel the Order-Taking Type Organized Tour Contract by paying to us the cancellation fee specified in Schedule I. In the case that the said traveler wishes to cancel the Communication Contract, we will accept payment of the cancellation fee by using the card of the Affiliated Company without obtaining the said traveler's signature on the designated voucher.
2. Notwithstanding the provision of the preceding paragraph, the traveler may cancel, in any of the following cases, the Order-Taking Type Organized Tour without paying the cancellation fee before the start of the Tour.
  - a. In cases where the Contract Content have been changed by us, but limited to only such cases as the changes listed in the left column of Schedule II and other important changes;



- b. In cases where the Tour Price has been increased under the provision of the Article 14, paragraph 1 ;
  - c. In cases where there arise such causes as acts of God, acts of war, civil commotion, suspension of Tour Services by transportation and accommodation facilities, etc., orders from government and public agencies, and other causes, whereby it becomes impossible or highly unlikely to carry out the safe and smooth implementation of the Tour;
  - d. In cases where we fail to deliver the Determinate Document to the traveler on or before the date specified in Article 10, paragraph 1; or
  - e. In cases where the implementation of the Tour has been precluded as scheduled according to the itinerary described in the Contract Document as a result of causes attributable to us.
3. Notwithstanding the provision of paragraph 1, when the traveler has been unable to receive the Tour Service as described in the Contract Document after the start of the Tour due to causes not attributable to him/her, or when we have informed him/her to that effect, the said traveler may cancel the Contract for that portion of the Tour Service that he/she has been unable to receive, without paying the cancellation fee.
  4. In the case of the preceding paragraph, we will refund to the traveler the portion of the Tour Price related to the portion of the Tour Service that has become unavailable. However, when case of the preceding paragraph is not due to causes attributable to us, we will pay a refund to the said traveler after deducting from the said amount the cancellation fee, penalty charge and any other amount related to the expenses already paid or payable on or after the cancellation for the said Tour Service.

**Article 17 (Our Right to Cancel the Contract - Cancellation before the Start of the Tour)**

1. In any of the following events, we may cancel the Order-Taking Type Organized Tour Contract prior to the start of the Tour by explaining to the traveler the reason for the cancellation:
  - a. In cases where the traveler is considered unable to participate in the said Tour due to illness, absence of a necessary aide/helper or other such causes ;
  - b. In cases where the traveler is likely to cause trouble to other travelers or interfere with the smooth implementation of the Tour as a group;

- c. In cases where accommodating the traveler is burdensome and exceeds the responsibility provided for in the Contract Content beyond a reasonable extent;
  - d. In cases where it is highly likely that the conditions required for implementation of the Tour as described at the time of the execution of the Contract, such as the sufficient amount of snowfall necessary for a ski Tour, may not come into being;
  - e. In cases where there arises causes beyond our control, such as acts of God, acts of war, civil commotion, suspension of Tour Services by transportation and accommodation facilities, etc., orders from government and other public agencies, or other causes, whereby it becomes impossible or highly unlikely to carry out the safe and smooth implementation of the Tour as scheduled according to the itinerary described in the Contract Document;
  - f. In cases where the Communication Contract has been executed, and the traveler is unable to settle in whole or in part the liability relating to his or her Tour Price, etc. as stipulated in the card membership rules of the Affiliated Company due to such causes as the credit card held by the traveler becoming invalid; or
  - g. When it is found that the traveler falls under any of Article 7, item c through item e.
2. In cases where the traveler does not pay the Tour Price by the due date specified in the Contract Document as provided in Article 12, paragraph 1, the traveler will be deemed to have cancelled the Order-Taking Type Organized Tour Contract on the day immediately following the due date. In this case, the said traveler will be required to pay a penalty charge in the amount equal to the cancellation fee specified in the preceding Article, paragraph 1.

#### **Article 18 (Our Right to Cancel - Cancellation after the Start of the Tour)**

- 1. In any of the following cases, we may cancel part of the Order-Taking Type Organized Tour Contract even after the start of the Tour by explaining to the traveler about the reason for the cancellation:
  - a. In cases where the traveler is unbearable to continue the Tour due to the absence of a necessary helper or other causes;
  - b. In cases where the traveler interferes with the safe and smooth implementation of the said Tour by not following our instructions as given

- by our tour escort or other staff, or by disrupting the disciplinary order of the group activities by physically assaulting or threatening the said staff or other travelers;
- c. When it is found that the traveler falls under any of Article 7, item c through e; or
  - d. In cases where there arise causes beyond our control, such as acts of God, acts of war, civil commotion, suspension of Tour Services by transportation and accommodation facilities, etc. orders from government and other public agencies, and other causes, whereby it becomes impossible to continue the Tour.
2. In cases where we have cancelled the Order-Taking Type Organized Tour Contract under the provision of the preceding paragraph, the contractual relationship between our Company and the traveler shall cease to exist from the cancellation thereof. In such a case, it shall be deemed that our liability related to the Tour Service already provided to the traveler has been effectively redeemed.
  3. In the case of the preceding paragraph, we will refund to the traveler the amount remaining after deducting the cancellation fee, penalty charge and any other amount related to the expenses already paid or payable on or after cancellation for the said Tour Service from the amount covering the portion of the Tour Service which has not yet been offered to the traveler out of the Tour Price.

#### **Article 19 (Refund of the Tour Price)**

1. In cases where a refundable amount becomes due to the traveler as a result of the Tour Price being reduced under the provisions set forth from Article 14, paragraph 3 through paragraph 5, or due to the cancellation of the Order-Taking Type Organized Tour Contract under the provisions of the preceding Article 16 through Article 18, we will refund to the traveler the amount by which the Tour Price is reduced, within 7 days from the day immediately following the date of cancellation, in cases where refund is due to cancellation prior to the start of the Tour, or within 30 days from the day immediately following the last day of the Tour as stated in the Contract Document in cases where the said refund is due to a reduction of the Tour Price or cancellation after the start of the Tour.
2. In cases where the Communication Contract has been executed with the

traveler, we will pay a refund to the traveler according to the card membership rules of the Affiliated Company if a refundable amount becomes due to him/her as a result of a reduction of the Tour Price under the provisions set forth from Article 14, paragraph 3 through paragraph 5 or due to cancellation of the Communication Contract under the provisions of the preceding Article 16 through Article 18. In this case, we will notify the traveler of the refundable amount due, within 7 days from the day immediately following the date of cancellation in the case of a refund due to cancellation prior to the start of the Tour, or within 30 days from the day immediately following the last day of the Tour as stated in the Contract Document in the case of a refund due to a reduction of the Tour Price or cancellation after the start of the Tour. The day when we have notified the traveler shall be considered as the Date Card Used.

3. The provisions of the preceding two paragraphs shall not prevent the traveler or our Company from exercising the right to claim compensation for damages under the provision of Article 28 or Article 31, paragraph 1.

#### **Article 20 (Arrangement for Return Trip after Cancellation of the Contract)**

1. In cases where we have cancelled the Order-Taking Type Organized Tour Contract after the start of the Tour under the provision of Article 18, paragraph 1, item a or item d, we will undertake to make arrangements for the Tour Services as needed for the traveler to return to the place of departure of the said Tour at the request of the traveler.
2. In the case of the preceding paragraph, all the expense required for the return trip to the departure place shall be borne by the traveler.

### **Chapter 5 - Contracts with Organizations and Groups**

#### **Article 21 (Contracts with Organizations and Groups)**

We will apply the provisions of this Chapter to the execution of the Order-Taking Type Organized Tour Contract in cases where we receive subscriptions from two or more travelers who are to travel the same route at the same time, provided that each traveler appoints a responsible representative (hereinafter referred to as the "Contract Representative").

#### **Article 22 (Contract Representative)**

1. Unless a Special Contract is executed, we will consider the Contract Representative as the person holding all the power of representation

concerning the execution of the Order-Taking Type Organized Tour Contract for the travelers who compose his/her organization or group (hereinafter referred to as the "Constituent Members"), and we will handle all transactions concerning the Tour business related to the said organization or group and the business of the Article 26, paragraph 1 with the said Contract Representative.

2. The Contract Representative will be required to submit a list of the Constituent Members on or before the date specified by us.
3. We will not be held responsible for the liabilities or obligations which the Contract Representative assumes to the Constituent Members at present, or the liabilities or obligations which the Contract Representative is likely to assume in the future.
4. In the case that the Contract Representative does not accompany his/her organization or group during the Tour, one of the Constituent Members appointed by the Contract Representative beforehand shall be deemed by us as the Contract Representative after the start of the Tour.

#### **Article 23 (Special Rules of the Execution of the Contract)**

1. When we execute the Order-Taking Type Organized Tour Contract with the Contract Representative, there are cases where we accept the execution of the Order-Taking Type Organized Tour Contract without receiving payment of the Application Fee, notwithstanding the provision of Article 6, paragraph 1.
2. When we execute the Order-Taking Type Organized Tour Contract with the Contract Representative without receiving payment of the Application Fee under the provision of the preceding paragraph, we will deliver the Contract Representative a document written to that effect, and the Order-Taking Type Organized Tour Contract shall be considered executed when we have delivered the said document to the Contract Representative.

### **Chapter 6 - Administration of Itinerary**

#### **Article 24 (Administration of Itinerary)**

1. We will make efforts to secure the safe and smooth implementation of the Tour for the traveler and to carry out the following services for the said traveler, except when we have executed with the traveler a Special Contract which differs from these services:
  - a. In cases where it is considered that the traveler is unlikely to be able to

receive the Tour Service during the Tour, to take necessary measures to ensure that the traveler will receive the Tour Service as specified in the Order-Taking Type Organized Tour Contract; and

- b. In cases where alteration of the Contract Content becomes unavoidable despite the measures taken as described in the preceding paragraph, to make arrangements for alternative services. In cases where the Tour itinerary is to be changed, we will make efforts to make an alternative itinerary after the change measure up to the purport of the original Tour itinerary. Also, in cases where we are required to change the content of the Tour Services, we will try to minimize alterations to the Contract Content by making the content of the Tour Service after the change as close to the originally planned content as possible.

#### **Article 25 (Instructions of Our Company)**

The traveler will be required to follow the instructions of our Company while the Tour is conducted as a group during the Tour from its start to its finish, in order to implement the Tour safely and smoothly.

#### **Article 26 (Services of Tour Escorts, etc.)**

1. There are cases where we will ask tour escorts or others to accompany the Tour, depending on the content of the Tour, and handle the services described in each item of Article 24 in whole or in part or any other services which we consider necessary in connection with the said Order-Taking Type Organized Tour.
2. The service hours for the said tour escorts or others to engage in the services described in the preceding paragraph shall, in principle, range from 8:00 to 20:00 local time.

#### **Article 27 (Protective Measures)**

In the case that a situation arises where we consider the traveler to be in a condition requiring protection due to sickness, injury, etc. during the Tour, we may take the necessary measures. In these cases, if the cause is not attributable to us, the expenditure required for the said measures shall be borne by the said traveler and shall be payable by the traveler on or before the date set by us by the method designated by us.

## **Chapter 7 – Responsibility**

### **Article 28 (Responsibility of Our Company)**

1. We will be responsible for the compensation of damages caused to the traveler intentionally or negligently by us or by our agent (hereinafter referred to as the "Business Agent") who has been engaged by us to make arrangements on our behalf under the provision of Article 4. Such compensation shall be limited to cases where notice has been given to us within two years from the day immediately following the day when the damages occurred.
2. In cases where the traveler has suffered damages due to causes beyond the control of our Company or our Business Agent, such as acts of God, acts of war, civil commotion, suspension of Tour Services by transportation and accommodation facilities, etc., orders from government and other public agencies, and others causes, we will not be responsible for compensation, except in the case of the preceding paragraph.
3. With regard to damages caused to baggage as described in paragraph 1, notwithstanding the provision of the said paragraph, we will compensate the traveler up to ¥150,000 as a maximum amount per traveler (except in cases where the damages have been caused by us intentionally or by our gross negligence), only in cases where we have been notified of the damages within 14 days in the case of a Domestic Trip and within 21 days in the case of an Overseas Trip, from the day immediately following the day when the damage has occurred.

### **Article 29 (Special Indemnities)**

1. We will pay an indemnity and a solatium of the amount set beforehand for certain damages caused to the life, body or baggage of the traveler while he/she is participating in an Order-Taking Type Organized Tour, in accordance with the provision of the separate Rules of Special Compensation attached hereto, regardless of whether or not we are responsible for causing the said damages under the preceding Article, paragraph 1.
2. In cases where we are responsible under the provision of the preceding Article, paragraph 1 for the damages caused as described in the preceding paragraph, the indemnity payable by us according to the preceding paragraph shall be, within the limit of the amount of damage compensation payable

based on the said responsibility, considered as the compensation of the said damages.

3. In such cases as provided in the preceding paragraph, our responsibility to pay the indemnity based on of the preceding paragraph I of this Article shall be reduced by an amount equal to the damage compensation money payable by us, under the provision of the preceding Article, paragraph 1 (including the indemnity considered as the damage compensation money according to the provision of the preceding paragraph).
4. The Subscription Type Organized Tours which we implement by collecting a separate Tour Price from the traveler participating in our Order-Taking Type Organized Tour shall be handled as part of the content of the Order-Taking Type Organized Tour Contract.

#### **Article 30 (Guarantee of Itinerary)**

1. In the case that a major alteration is made to the Contract Content described in the left column of Schedule II (except the alterations described in each of the following items (excluding alterations caused by the lack of seats/rooms in the transportation and accommodation facilities, etc. or other facilities despite the fact that the said Tour Service is provided by the transportation and accommodation facilities, etc.)), we will pay an indemnity for such alterations which is equal to or in excess of the amount reached by multiplying the Tour Price by the percentage specified in the right column of the said Schedule within 30 days from the day immediately following the last day of the Tour, except in cases where it is clear that we will bear the responsibility under the provision of Article 28, paragraph 1, regarding the said alterations.
  - a. Alterations due to the following causes:
    - A) Acts of God;
    - B) Acts of war;
    - C) Civil commotion;
    - D) Orders from government and other public agencies;
    - E) Suspension of Tour Services by transportation and accommodation facilities, etc.;
    - F) Offering a transportation service which does not follow the original travel plan; or
    - G) Measures required to ensure the safety of the life or body of the tour participants.



- b. Alterations relating to the portion altered following the changes made to the Order-Taking Type Organized Tour under the provision of Article 13, paragraph I and those relating to the portion cancelled due to the cancellation of the Order-Taking Type Organized Tour Contract based on the provisions from Article 16 through Article 18.
2. The maximum amount of indemnity payable by us for the alteration per traveler for one Order-Taking Type Organized Tour shall be the amount reached by multiplying the Tour Price by the percentage set by us equal to or in excess of 15%. However, in the case that the amount of indemnity per traveler for one Order-Taking Type Organized Tour falls below ¥1,000, we will not pay the indemnity for the alteration.
3. In the case that it becomes clear that we are liable for the said alteration, based on the provision of Article 28, paragraph I, after we have paid indemnity for the alteration in accordance with the provision of paragraph 1 of this Article, the traveler will be required to reimburse to us the indemnity paid for the said alteration. In this case, we will pay the balance by offsetting the amount of the compensation payable by us based on the provision of the said paragraph, by the amount of indemnity due to be repaid by the traveler.

#### **Article 31 (Responsibility of the Traveler)**

1. In the case that we have suffered damages due to the willful misconduct or negligence of the traveler, the said traveler will be required to compensate us for the damages.
2. When the traveler executes the Order-Taking Type Organized Tour Contract, the traveler will be required to try to understand the content of the Order-Taking Type Organized Tour Contract, such as the rights and obligations of the traveler, etc., by utilizing the information provided by us.
3. Should the traveler realize that the Tour Service being offered differs from that as stated in the Contract Document after the start of the Tour, in order for the traveler to smoothly receive the Tour Service as described in the Contract Document, the traveler will be required to report promptly to us, our Business Agent, or the provider of the said Tour Service at the location that is being toured.

### **Chapter 8 - Business Guarantee Bonds (In Cases of Not Being a Security Member of the Association of Travel Agents)**

**Article 32 (Business Guarantee Bonds)**

1. The traveler or the Constituent Member who has executed the Order-Taking Type Organized Tour Contract with us is entitled to receive reimbursement from the business guarantee bonds deposited by us under the provision of Article 7 paragraph 1 of the Travel Agency Law in connection with the claim arising from the said transaction.
2. The name and location of the deposit office where we have deposited the business guarantee bonds are as follows:
  - a. Name:
  - b. Location:

**Chapter 8 - Compensation Business Guarantee Bonds (In Cases of Being a Security Member of the Association of Travel Agents)****Article 32 (Compensation Business Guarantee Bonds)**

1. We are a Security Member of the \_\_\_\_\_ (Name) \_\_\_\_\_ Association of Travel Agents (located at \_\_\_\_\_ (Address) \_\_\_\_\_ Tokyo).
2. The traveler or the Constituent Member who has executed the Order-Taking Type Organized Tour Contract with us is entitled to be reimbursed from the compensation business guarantee bonds deposited by the \_\_\_\_\_ Association of Travel Agents which is described in the preceding paragraph, up to the maximum amount of \_\_\_\_\_ yen, in connection with the claim arising from the said transaction.
3. As we have paid our share of the compensation business guarantee bonds to the \_\_\_\_\_ (Name) \_\_\_\_\_ Association of Travel Agents, in accordance with the provision of Article 49, paragraph 1 of the Travel Agency Law, we have not deposited the business guarantee bonds based on Article 7, paragraph 1 of the same Law.

## Schedule I - Cancellation fees (related to Article 16, paragraph 1)

### 1. Cancellation fees related to Domestic Trip

Classification	Cancellation Fee
<b>a. Order-Taking Type Package Tour Contract excluding the following column b</b>	
(1) In a case other than the following cases from (2) through (6) (but limited to cases where we have specified the amount of the Planning Charge in the Contract Document)	Amount equal to the Planning Charge (10%)
(2) In cases where the Contract is cancelled on or after the 90 <sup>th</sup> day prior to the starting day of the Tour	Up to 0% of the Tour Price
(3) In cases where the Contract is cancelled after 89 <sup>th</sup> days to 60 days prior to the starting day of the Tour	Up to 50% of the Tour Price
(4) In cases where the Contract is cancelled after 59 <sup>th</sup> days to 30 days prior to the starting day of the Tour	Up to 65% of the Tour Price
(5) In cases where the Contract is cancelled after 29 <sup>th</sup> days to 15 days prior to the starting day of the Tour (except in the following case (6)).	Up to 80% of the Tour Price
(6) In cases where the Contract is cancelled after 15 days before the start of the tour or the traveler does not participate in the Tour without notice (no show).	Up to 100% of the Tour Price
<b>b. Order-Taking Type Organized Tour Contract with the use of a chartered vessel</b>	Based on the rules of the cancellation fee for said vessel
Remark: ① The amount of the cancellation fee shall be specified in the Contract Document. ② In applying this Schedule, "After the Start of the Tour" refers to after "The time when the traveler starts receiving the service" stipulated in the Article 2, paragraph 3 of the Rules of Special Indemnity as attached hereto.	

## 2. Cancellation Fee related to Overseas Trip

Classification	Cancellation Fee
<b>a. Order-Taking Type Organized Tour Contract with the use of an aircraft when leaving Japan or returning to Japan (excluding Tour Contracts specified in the following column b.)</b>	
(1) In a case other than the following cases from (2) through (4) (but limited to the cases where we have specified the amount of the Planning Charge in the Contract Document)	Amount equal to the Planning Charge
(2) In cases where the Contract is cancelled on or after the 30th day from the day immediately preceding the starting day of the Tour (except the following cases from (3) through (4)).	Up to 20% of the Tour Price
(3) In cases where the Contract is cancelled no earlier than two days before the starting day of the Tour (except in the case described in (4) below).	Up to 50% of the Tour Price
(4) In cases where the Contract is cancelled after the start of the Tour or the traveler does not participate in the Tour without notice (no show).	Up to 100% of the Tour Price
<b>b. Order-Taking Type Organized Tour Contract with the use of a chartered aircraft</b>	
(1) In a case other than the following cases from (2) through (5) (but limited to the cases where we have specified the amount of the Planning Charge in the Contract Document)	Amount equal to the Planning Charge
(2) In cases where the Contract is cancelled on or after the 90th day from the day immediately preceding the starting day of the Tour (except in the following cases from (3) through (4)).	Up to 20% of the Tour Price
(3) In cases where the Contract is cancelled on or after the 30th day from the day immediately	Up to 50% of the Tour Price

preceding the starting day of the Tour (except in the following cases from (4) through (5)).	
(4) In cases where the Contract is cancelled on or after the 20th day from the day immediately preceding the starting day of the Tour (except in the following case described in (5) below).	Up to 80% of the Tour Price
(5) In cases where the Contract is cancelled no earlier than 3 days prior to the starting day of the Tour or the traveler does not participate in the Tour without notice (no show).	Up to 100% of the Tour Price
<b>c. Order-Taking Organized Tour Contract with the use of a vessel when leaving Japan and returning to Japan</b>	Based on the rules of the cancellation fee for said vessel
Remark: ① The amount of the cancellation fee shall be specified in the Contract Document. ② In applying this Schedule, "After the Start of the Tour" refers to after "The time when the traveler starts receiving the service" stipulated in Article 2, paragraph 3 of the Rules of Special Indemnity attached hereto.	

**Schedule II - Monetary Indemnity for Alterations (related to Article 30, paragraph 1)**

Alterations Requiring Payment of Indemnity	Percentage per Case (%)	
	Prior to the start of the Tour	After the start of the Tour
Change requiring payment of the change compensation		
(1). Alterations to the starting or final days of the Tour described in the Contract Document	1.5	3.0
(2). Alterations to sightseeing locations or facilities (including restaurants) and other destinations of the Tour	1.0	2.0
and facilities falls below the total amount for that as specified in the Contract Document)	1.0	2.0
(4). Alterations to the class of the transportation facilities or in the names of companies as specified in the Contract Document	1.0	2.0
(5). Alterations to different flights at the departure	1.0	2.0

airport or destination airport in Japan from those as specified in the Contract Document		
(6). Alterations /additions to connecting or indirect flights as needed to supplement/replace direct flights scheduled to fly between Japan and outside of Japan as specified in the Contract Document	1.0	2.0
(7). Alterations of the type or name of accommodation facilities as specified in the Contract Document	1.0	2.0
(8). Alterations to the conditions of guest rooms of accommodation facilities as specified in the Contract Document, such as the type of guest rooms, equipment, scenery, etc.	1.0	2.0
<p>Note 1. "Prior to the Start of the Tour" shall refer to cases where the Traveler has been notified of the relevant alteration, no later than the day prior to the starting day of the Tour, and "After the Start of the Tour" shall refer to cases where the Traveler has been notified of the relevant alteration on or after the starting day of the Tour.</p> <p>Note 2. When the Determinate Document has been delivered, this Schedule shall be applied after the "Contract Document" is read as the "Determinate Document" instead. In such a case, if any alterations take place between the described contents of the Contract Document and the described contents of the Determinate Document, or between the described content of the Determinate Document and the contents of the service actually offered, respective alterations shall be treated as a single case.</p> <p>Note 3. In cases where transport facilities related to the alterations described in (c) or (d) above involve the use of accommodation facilities, each overnight stay shall be treated as a single case.</p> <p>Note 4. Alterations in the names of the companies operating transport facilities under (d) above will not be applicable in cases where such alterations involve changes to a higher class or more sophisticated facilities</p> <p>Note 5. Even if the alterations described in (d), (g), or (h) above take place in multiple cases during one trip on a transport vehicle, or one overnight stay, each trip or overnight stay shall be treated as a single case respectively .</p>		