

## Translation: Travel Agency Terms & Conditions – Section on Organized Tour Contracts

### Chapter 1: General Provisions

#### Article 1 (Scope of Application)

1. These Terms & Conditions, established by the Company, apply to organized tour contracts concluded between the Company and travelers. Matters not stipulated in this Agreement shall be governed by laws, regulations, and generally established customs.
2. If the Company concludes a special agreement in writing without violating laws or harming the traveler, such special agreement shall take precedence.

#### Article 2 (Definition of Terms)

- “Organized Tour Contract” refers to a contract in which the Company undertakes to arrange and operate travel according to a predetermined itinerary and content, and the traveler pays the travel fee.
- “Domestic Travel” refers to travel conducted only within

Japan.

- “Overseas Travel” refers to travel that includes destinations outside Japan.
- “Communication Contract” means a contract concluded via telephone, Internet, or other communication methods.

### Article 3 (Responsibilities of the Company)

The Company shall arrange and conduct the travel with the care of a good manager.

### Article 4 (Responsibilities of the Traveler)

Travelers must make efforts to understand their rights and obligations under the contract, cooperate with the smooth operation of the trip, and comply with the guidance provided by the tour conductor or local staff.

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## Chapter 2: Formation of Contract

### Article 5 (Application for Contract)

1. Travelers must submit an application form with the prescribed details and pay the application fee.

2. The application fee will be treated as part of the travel fee, cancellation fee, or penalty.

#### Article 6 (Reservation by Telephone, etc.)

1. The Company may accept reservations by phone, Internet, or other communication methods. In such cases, the contract is not concluded until the traveler submits the application form and application fee by the specified deadline.

#### Article 7 (Refusal of Contract Conclusion)

The Company may refuse to conclude a contract in the following cases:

- When the traveler is likely to disturb other participants.
- When the minimum number of participants cannot be met.
- When natural disasters, wars, riots, or suspension of transportation make safe travel impossible.

#### Article 8 (Timing of Contract Conclusion)

The contract is concluded when the Company accepts the application and receives the application fee.

## Article 9 (Delivery of Contract Documents)

Upon conclusion, the Company shall provide the traveler with a document specifying the itinerary, travel services, and conditions of the tour.

## Article 10 (Content of Contract Documents)

The details provided in the contract documents form part of the organized tour contract.

## Translation (Page 2)

### Chapter 3: Contents of the Contract

## Article 11 (Contents of Travel Services Provided under the Contract)

1. Under the organized tour contract, the Company shall arrange and provide services such as transportation, accommodation, and other travel-related services as specified in the travel itinerary.
2. The scope of travel services covered by the contract is limited to those arranged by the Company.

3. If the Company provides guidance through printed materials such as travel itineraries, those contents shall form part of the organized tour contract.

#### **Article 12 (Travel Fee)**

1. Travelers must pay the travel fee by the date designated by the Company before the start of the trip.
2. The travel fee includes transportation fares, accommodation charges, tour conductor fees, and other expenses clearly indicated in advance.
3. Unless otherwise stated, personal expenses (laundry, telephone, additional meals, etc.) are not included in the travel fee.

#### **Article 13 (Revision of Travel Fees)**

1. The Company may revise travel fees before the start of the trip if transportation fares or accommodation charges increase/decrease beyond the Company's control.
2. If the travel fee is increased, the traveler may cancel the contract without penalty within the period designated by

the Company.

3. The Company may reduce the travel fee if costs decrease.

#### **Article 14 (Change of Contents of Travel Services)**

1. The Company may change travel services for reasons such as natural disasters, wars, accidents, transportation cancellations, orders by authorities, strikes, etc.
2. In such cases, the Company shall promptly explain to the traveler the reason and the changed contents.

#### **Article 15 (Responsibility of the Company for Changes)**

1. If changes to the contents of travel services cause damage to the traveler, the Company shall compensate for such damage, except in cases beyond its control (e.g., natural disasters, accidents).
2. The compensation amount shall be calculated according to the Company's internal rules.

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### **Chapter 4: Termination of Contract**

#### **Article 16 (Termination Rights of the Traveler)**

1. The traveler may terminate the contract at any time by paying the cancellation fee specified in the attached table ( "Table 1: Cancellation Charges" ).
2. The traveler may terminate the contract without penalty if:
  - The Company changes the travel services significantly (e.g., itinerary changes, service reductions).
  - The travel fee is increased beyond a certain percentage.
  - Safe and smooth implementation of travel becomes impossible due to natural disasters, wars, riots, suspension of transportation, etc.

#### **Article 17 (Termination Rights of the Company before Departure)**

1. The Company may terminate the contract before the start of travel if:
  - The traveler fails to pay the travel fee by the deadline.
  - The minimum number of participants is not reached.
  - Safe operation of the trip is impossible due to natural

disasters, wars, riots, strikes, suspension of transportation, etc.

#### **Article 18 (Termination Rights of the Company after Departure)**

1. The Company may terminate the contract even after the start of travel if:
  - The traveler disturbs the collective action of the tour, causing significant trouble.
  - Travel becomes impossible due to natural disasters, wars, riots, suspension of transportation, or government orders.

#### **Translation (Page 3)**

#### **Chapter 5: Special Provisions for Group Travel**

#### **Article 19 (Group Contracting)**

When the Company concludes an organized tour contract with a group of travelers using one representative, this shall be referred to as a "Group Contract." The group representative shall be deemed to represent all members of the group.



## **Article 20 (Obligations of the Representative)**

1. The group representative must provide the Company with a list of participants by the date designated by the Company.
  2. The Company shall not be liable for any debts or obligations arising between the group representative and individual travelers.
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## **Chapter 6: Tour Conductor**

### **Article 21 (Tour Conductor)**

1. The Company may assign a tour conductor to accompany the group and manage the itinerary. The duties of the tour conductor shall be to ensure the trip proceeds smoothly and safely.
  2. Tour conductors shall, in principle, work between 8:00 and 20:00.
  3. The traveler must follow the instructions of the tour conductor for the smooth operation of the trip.
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## **Chapter 7: Responsibility**

### **Article 22 (Responsibility of the Company)**

1. If the Company or its employees cause damage to the traveler intentionally or negligently, the Company shall be liable to compensate for such damage.
2. The maximum amount of compensation shall be 150,000 yen per traveler, except in cases of willful misconduct or gross negligence.
3. The Company shall not be liable for damages resulting from natural disasters, wars, riots, suspension of services provided by transportation or accommodation facilities, orders by government authorities, or accidents beyond the Company' s control.

### **Article 23 (Responsibility of the Traveler)**

1. If the traveler causes damage intentionally or negligently to the Company, other travelers, or service providers, the traveler must compensate for such damages.
2. The traveler must make efforts to understand the rights

and obligations under the organized tour contract and cooperate with the smooth implementation of the trip.

## **Translation (Page 4)**

### **Chapter 7: Itinerary Guarantee**

#### **Article 29 (Itinerary Guarantee)**

1. If major changes occur in the travel services described in the contract documents (hereinafter referred to as “Significant Changes” ), the Company shall pay compensation for such changes to the traveler after the completion of the trip.

Examples of Significant Changes include:

- Changes to the travel start or end date.
- Changes to destinations or tourist spots.
- Changes to transportation facilities, class, or accommodation facilities.
- Other important changes specified in the Company’ s internal rules.

2. The amount of compensation shall be calculated by

multiplying the travel fee by a predetermined rate. The maximum is 15% of the travel fee per traveler.

3. However, the Company shall not be liable in cases where changes are caused by natural disasters, wars, riots, suspension of services, government orders, strikes, or other events beyond the Company's control.
  4. If the Company pays damages under **Article 22 (Responsibility of the Company)** for the same change, the amount of itinerary guarantee already paid will be deducted from the compensation amount.
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#### **Article 30 (Traveler's Responsibility)**

1. If the traveler suffers damage due to reasons attributable to themselves, the Company shall not be liable.
  2. The traveler must immediately notify the Company or service providers if they become aware of deficiencies in the provided travel services.
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### **Chapter 8: Travel Industry Compensation Security**

## **Article 31 (Security Deposit System)**

1. The Company is a Security Deposit Member of the Japan Association of Travel Agents (JATA), located at 3-3-3 Kasumigaseki, Chiyoda-ku, Tokyo.
2. Travelers who have transactions with the Company are entitled to receive compensation for damages up to 50 million yen from the Security Deposit held by JATA.
3. However, the traveler may not directly claim against JATA until the Company defaults on its obligations.
4. As the Company has already paid the required deposit to JATA, travelers are not required to pay any additional fees for this security system.

**Appendix 1 – Cancellation Charges (Related to Article 16,  
Paragraph 1)**

**(1) Overseas Travel and Domestic Travel (using international  
flights)**

Category	Timing of Cancellation	Cancellation Fee
イ	From the 30th day prior to departure (excluding the day the trip starts) up to the 20th day prior	Up to 20% of the travel fee
ロ	From the 20th day prior to departure (excluding the day the trip starts) up to the 7th day prior	Up to 30% of the travel fee
ハ	From the 7th day prior to departure (excluding the day the trip starts) up to the 2nd day prior	Up to 40% of the travel fee
ニ	The day before departure	Up to 50% of the travel fee
ホ	On the day of departure (before departure time)	Up to 50% of the travel fee
ヘ	After departure or no-show without notice	Up to 100% of the travel fee

## (2) Domestic Travel (not using international flights)

Category	Timing of Cancellation	Cancellation Fee
イ	From the 20th day prior to departure (excluding the day the trip starts) up to the 8th day prior	Up to 20% of the travel fee
ロ	From the 7th day prior to departure (excluding the day the trip starts) up to the 2nd day prior	Up to 30% of the travel fee
ハ	The day before departure	Up to 40% of the travel fee
ニ	On the day of departure (before departure time)	Up to 50% of the travel fee
ホ	After departure or no-show without notice	Up to 100% of the travel fee

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## (3) Day Trips (Domestic Travel without accommodation)

Category	Timing of Cancellation	Cancellation Fee
イ	From the 10th day prior to departure (excluding the day the trip starts) up to the 8th day prior	Up to 20% of the travel fee
ロ	From the 7th day prior to departure (excluding the day the trip starts) up to the 2nd day prior	Up to 30% of the travel fee
ハ	The day before departure	Up to 40% of the

Category	Timing of Cancellation	Cancellation Fee
		travel fee
二	On the day of departure (before departure time)	Up to 50% of the travel fee
ホ	After departure or no-show without notice	Up to 100% of the travel fee

#### (4) Other Notes

- For trips that include chartered flights or other special arrangements, cancellation charges may differ according to conditions specified separately.



## Appendix 2 – Cancellation Charges (Overseas Travel)

### (1) Organized Tour Contracts using International Flights

(except for cases listed in sections (2) and (3))

Category	Timing of Cancellation	Cancellation Fee
イ	From the 40th day prior to departure up to the 31st day prior (excluding the day of departure)	Up to 10% of the travel fee
ロ	From the 30th day prior to departure up to the 3rd day prior (excluding the day of departure)	Up to 20% of the travel fee
ハ	From the 2nd day prior to departure up to the day before departure	Up to 50% of the travel fee
ニ	On the day of departure (before departure time)	Up to 50% of the travel fee
ホ	After departure or no-show without notice	Up to 100% of the travel fee

### (2) Organized Tour Contracts using Chartered Flights

Category	Timing of Cancellation	Cancellation Fee
イ	From the 90th day prior to departure up to the 31st day prior (excluding the day of departure)	Up to 20% of the travel fee (or as otherwise stipulated in the contract)

Category	Timing of Cancellation	Cancellation Fee
□	From the 30th day prior to departure up to the 3rd day prior (excluding the day of departure)	Up to 50% of the travel fee (or as otherwise stipulated in the contract)
ハ	From the 2nd day prior to departure up to the day before departure	Up to 80% of the travel fee (or as otherwise stipulated in the contract)
ニ	On the day of departure (before departure time)	Up to 100% of the travel fee (or as otherwise stipulated in the contract)
ホ	After departure or no-show without notice	Up to 100% of the travel fee

### (3) Organized Tour Contracts for Overseas Travel Conducted

Only within Japan

Category	Timing of Cancellation	Cancellation Fee
イ	From the 30th day prior to departure up to the 3rd day prior (excluding the day of departure)	Up to 20% of the travel fee
□	From the 2nd day prior to departure up to the day before departure	Up to 50% of the travel fee

Category	Timing of Cancellation	Cancellation Fee
／＼	On the day of departure (before departure time)	Up to 80% of the travel fee
＝	After departure or no-show without notice	Up to 100% of the travel fee

#### (4) Organized Tour Contracts using Specially Arranged Transportation

Cancellation charges will be determined separately according to the specific conditions of the contract.

#### Notes

1. "Day of departure" refers to departures falling within the following peak seasons: December 20 – January 7, April 27 – May 6, and July 20 – August 31.
2. If otherwise specified in the contract, cancellation charges shall follow the stipulated amount.
3. For chartered or specially arranged transportation, charges shall follow separately defined rules.
4. Cancellation charges are calculated based on the "travel fee."

**Appendix 2 – Change Compensation (Related to Article 29,  
Paragraph 1)**

<b>Change Subject</b>	<b>Rate per Case (%)</b>
	Domestic Travel
1. Change of travel start date or end date as stated in the contract documents	1.5
2. Change of sightseeing spots or facilities to be visited, or other destinations indicated in the contract documents (excluding changes to tourist attractions where meals or rest only are provided)	1.0
3. Change to the class of transport or facilities indicated in the contract documents to a lower class/grade (total amount of difference paid per transport service)	1.0
4. Change to the type of transport or company indicated in the contract documents	1.0
5. Change to the flight indicated in the contract documents from a direct flight to a connecting flight	1.0
6. Change to the type or name of accommodation facility indicated in the contract documents	1.0
7. Change to the type of guest room at the	1.0

Change Subject	Rate per Case (%)
accommodation facility as indicated in the contract documents (e.g., twin to double, ocean view to mountain view, etc.)	
8. Change to the matters described in the tour title of the contract documents	2.5

#### Notes:

1. If it is clear that the provision of travel services became impossible due to natural disasters, wars, riots, suspension of travel services, government orders, or accidents, etc., the Company shall not pay change compensation.
2. Even if multiple changes occurred within one itinerary item, it will be treated as **one case**.
3. For transport facilities, one boarding per flight/train/ship will be treated as **one case**.
4. For accommodation facilities, one overnight stay will be treated as **one case**.
5. For cases falling under both Items 2 and 3, the higher

compensation rate will be applied.

6. The maximum total amount of change compensation paid shall be 15% of the travel fee per traveler for domestic travel, and 30% for overseas travel. However, if the calculated amount is less than 1,000 yen per traveler, no compensation will be paid.