# **Terms and Conditions of Agency-Arranged Tour**

## (Terms and Conditions by Article 12(4) of the Travel Agency Law)

When the Company accepts an arranged tour upon the customer's request, it will be as follows, except for those stipulated in the tour itinerary, tour condition (or tour quotation). This document of the terms and conditions comprises part of "the contract document" when the tour contract is concluded.

## 1. Agency-Arranged Tour Contract

- (1) This is the tour that the Company arranges and the customer shall conclude the arranged tour contract.
- (2) The Company arranges transportation, accommodation, and other tour-related services on consignment of the customer in order to enable the customer to be provided, and by acting as proxy, intermediary, agency, or otherwise on behalf of the customer.
- (3) In the arranged tour, in addition to transportation, accommodation and other costs, the customer will be charged tour service handling fee.
- (4) Tour service handling fee is admitted to charge by Travel Agency Law. Tour service handling fee of the Company is presented in-store by the Law. Tour service handling fee table can be provided to the customer who wish to have. The customer shall basically need to pay the fee even if transportation and accommodation cannot be arranged due to no vacancy.

## 2. Types of Tour

There are two types of tour, "Domestic Tour" which travel only within Japan and "Overseas Tour" which travel other than Domestic Tour.

## 3. Application of Tour

- (1) The Company will accept application for an arranged tour including air ticket and accommodation by the customer's request by means of the prescribed application form and communication means such as telephone, facsimile, Email and the Internet. When the transportation and accommodation tickets are given in exchange for the tour fee, application orally may be accepted.
- (2) Application from the contract manager who is the representative of the Party/Group has been done, the Company assumes that the person has all the rights of other members.
- (3) The customer is required to pay the application fee or the full tour fee with filling in the required items on prescribed application form. The application fee shall be treated as part of a tour or a cancellation fee.

## 4. Tour Conditions with Customer who shall conclude a Tour Contract by Communication Contract

- (1) The Company may conclude a tour contract by telephone, facsimile, E-mail, the Internet or other communication means (Communication Contract) under the condition of receiving the part of the tour fee without the signature of the card member of the credit card company which the Company is affiliated. However, the Company may not be able to accept the customer's request due to the fact that the Company does not have a contract with the affiliated company or any other reasons.
- (2) Communication Contract will come into effect when the Company issues notification if accepting the application via phone or when the customer gets notification if accepting the application via mail, facsimile, E-mail and the Internet.
- (3) "The date of card usage" in Communication Contract is the day that the customer pay the tour fee based on the arranged tour or the Company give refund. In the former case, the date will be that the contract comes into effect and in the latter case, the date will be the customer cancels the contract.
- (4) If the transaction by credit card company is failed when the customer will pay by credit card, the Company may

decline the application.

#### 5. Booking Conditions

- (1) A customer who is below the age of 18 when booking is required a written consent from a parent or guardian.
- (2) Anyone who is ill, physically handicapped, pregnant, accompanied by a seeing-eye dog or otherwise requires special care is requested to state such fact. The Company shall try to accommodate such request as far as possible. The customer will have responsibility for the costs of any special measures that the Company takes for the customer based on the customer's request.
- (3) The Company may decline to accept booking in any one of the following cases:
  - ① Where the customer 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;
  - ② Where the customer has made claims through forceful behavior or unjust claims to the Company 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;
  - ③ Where the customer committed acts which may damage the Company's reputation or obstruct the Company's business by spreading false rumors, the use of fraudulent means or by force, or other acts or behavior equivalent to these; or
  - ④ Where the customer uses or resells the rooms booked through the Company for commercial purposes. In that case that the Company determines that the act is for commercial purposes or for the purpose of preparation for it, the booking may be cancelled without notice.
- (4) The Company may decline to accept booking in cases where there is an inconvenience related to the Company's business.

#### 6. Conclusion of Contract

- (1) The tour contract shall come into effect when the Company has consented to the conclusion of the contract and received the application fee.
- (2) The arranged tour contract may come into effect when the Company has issued the document to the effect that the Company agrees to the conclusion of the contract without receiving the application fee in some cases.
- (3) The time of conclusion of the arranged tour contract will be stipulated the document mentioned the previous paragraph.

#### 7. Issue of Contract Document

The Company shall issue to the customer a document of reservation confirmation, tour condition and invoice via mail or E-mail promptly after the conclusion of the contract. For the Party/Group, the Company shall issue to the customer a document of cost estimate of the tour, tour condition and invoice

#### 8. Alteration of the Contract Content

If the contract content is changed by the customer's request, the Company shall try to accommodate such request as far as possible. The customer will have responsibility for the cancellation fee or other fees that may arise because of alteration with transportation and accommodation. In addition to that, the customer is requested to pay alteration fee specified by the Company.

#### 9. Cancellation of the Contract

(1) Discretionary cancellation by the customer:

The customer may cancel the contract in whole or in part at any time by paying all the fee in the following;

- 1 The expenses that the customer already received the service,
- ② Cancellation fee that not yet received the service and other unpaid expenses to the transportation and

accommodation facilities, and

- ③ Cancellation fee or any other fees specified by the Company.
- (2) Cancellation due to causes attributable to the customer:
  - ① The Company may cancel the contract if the customer fails to pay the tour fees by the prescribed date.
  - ② The Company may cancel the contract if the transaction by credit card company is failed when the customer will pay by credit card.
  - (3) When the customer is revealed that be relevant to Article 5(3)(1) to (4). In case of (1), (2) and/or (3), the customer will have responsibility to pay all the fee below.

The expenses that the customer already received the service, cancellation fee that not yet received the service and other unpaid expenses to the transportation and accommodation facilities, and cancellation fee or any other fees specified by the Company.

(3) Cancellation due to causes attributable to the Company:

If arrangement of the tour service becomes impossible due to reasons attributable to the Company, the customer may terminate the tour contract. In such instance, the Company shall refund any paid tour fee minus the fee for tour service already provided to the customer that have been paid or will be paid.

#### 10. Tour Fee

- (1) The Company may change the tour fee due to the revision of fares and fees for transportation, fluctuation of the exchange rate or any other reasons before the start of the tour. In such instance, the increase or decrease of tour fee shall attribute to the customer.
- (2) The whole tour fee must be paid by the day before the departure.
- (3) The Company will refund of the tour fee caused by the decrease as soon as possible after the tour.

#### 11. Tour Service Handling Fee

- (1) Handling Fee
- 1 Domestic Tour

| Compounded arrangement of transportation, accommodation and air ticket etc. | 20% or less of the total tour fee       |
|---|---|
| Single arrangement of transportation, accommodation or air                  |   |
| ticket  | 20% or less of the cost per arrangement |
| Arrangement of sightseeing or any other services                            | (Minimum charge: 1,100 yen)             |
| Communication expense (Urgent communication by the                          | 3,300 yen per case                      |
| request of the customer)  | (Telephone charge is not included.)     |

#### Overseas Tour

| Compounded arrangement of transportation, accommodation and air ticket etc. | 20% or less of the total tour fee       |
|---|---|
| Single arrangement of transportation, accommodation or air                  |   |
| ticket  | 20% or less of the cost per arrangement |
| Reservation of meal, admission ticket, local sightseeing or                 | (Minimum charge: 5,500 yen)             |
| any other services  |   |
| Reservation of international air ticket                                     | 20% or less of the cost per flight      |
|   | (Minimum charge: 5,500 yen)             |
| Communication expense (Urgent communication by the                          | 5,500 yen per case                      |
| request of the customer)  | (Telephone charge is not included.)     |

(2) Alteration Fee

1 Domestic Tour

| Alteration for compounded arrangement of transportation, accommodation and air ticket etc. | 20% or less of the tour fee before alteration |
|--|---|
| Alteration for single arrangement of transportation, accommodation or air ticket           | 20% or less of the cost per arrangement       |
| Alteration for arrangement of sightseeing or any other services                            | (Minimum charge: 1,100 yen)                   |

Overseas Tour

| Alteration for compounded arrangement of transportation, accommodation and air ticket etc. | 20% or less of the tour fee before alteration |
|--|---|
| Alteration for single arrangement of transportation,                                       |   |
| accommodation or air ticket  | 20% or less of the cost per arrangement       |
| Alteration for single arrangement of sightseeing or any other                              | (Minimum charge: 3,300 yen)                   |
| services   |   |
| Alteration of international air ticket   | 20% or less of the cost per flight            |
|  | (Minimum charge: 5,500 yen)                   |

## (3) Cancellation Fee

## 1 Domestic Tour

| Cancellation for compounded arrangement of transportation, accommodation and air ticket etc. | 20% or less of the tour fee of cancellation |
|--|---|
| Cancellation for single arrangement of transportation, accommodation or air ticket           | 20% or less of the cost per arrangement     |
| Cancellation for arrangement of sightseeing or any other services                            | (Minimum charge: 1,100 yen)                 |

## Overseas Tour

| Cancellation for compounded arrangement of transportation, accommodation and air ticket etc.   | 20% or less of the tour fee of cancellation                            |
|--|--|
| Cancellation for single arrangement of transportation,<br>accommodation or air ticket<br>Cancellation for single arrangement of sightseeing or any<br>other services | 20% or less of the cost per arrangement<br>(Minimum charge: 5,500 yen) |
| Cancellation of international air ticket   | 20% or less of the cost per flight<br>(Minimum charge: 5,500 yen)      |

\*The Handling Fee will be stipulated as well as tour fee in tour condition (or Quotation.)

## 12. Cancellation Fee of Domestic Accommodation

- (1) Cancellation fee of the inns and hotels is subject to terms and conditions of each accommodation.
- (2) In case of reduction the number of customer, the cancellation fee of the inns and hotels will be charged.

## 13. Alteration and Cancellation Fee of International Air Ticket

- (1) For the change of the passenger's name of the ticket after it is issued, the customer will have to cancel the booking and make a booking again. Cancellation fee will be charged.
- (2) In case of alteration or cancellation of the air ticket, alteration or cancellation fee by terms and conditions of each airline will be charged.

## 14. Tour Guide Service

- (1) The Company may provide tour guide service by the request of the contract manager.
- (2) The content of the tour guide service is basically for the work necessary to carry out the tour itinerary for Party/Group activities. The service will be basically operated from 8:00am to 8:00pm.
- (3) The customer shall need to pay the "tour guide service fee" specified below and the actual expenses such as

transportation and accommodation required for the tour guide to accompany when the Company provides a tour guide service.

The tour guide service fee (total fee of the tour guide service and the actual expenses) will be stipulated in the tour condition (or quotation).

| Tour Guide Service Fee | Domestic Tour : 33,000 to 44,000 yen |
|------------------------|--------------------------------------|
| (per person per day)   | Overseas Tour : 55,000 to 66,000 yen |

#### **15.** Liability for Arrangement

When the Company has arranged the tour service based on the contract document with "the due care of a prudent manager," the performance of the Company's liability shall terminate.

## 16. Liability, Compensation and Disclaimer of the Company

(1) The Company will be responsible for the compensation of damages caused to the customer intentionally or negligently by the Company or by arranged agent in implementing arranged tour contract. Such compensation shall be limited to cases where notice has been given to the Company within two years from the day immediately following the day when the damages occurred.

With regard to damages caused to baggage, the Company will compensate the customer up to 150,000 yen as a maximum amount per person (except in cases where the damages were caused by the Company intentionally or by gross negligence), only in cases where the Company has been notified of the damages within 14 days in the case of the domestic tour, and within 21 days in the case of the overseas tour from the day immediately following the day when the damages have occurred

- (2) The Company will not be responsible for compensation in cases where the customer has suffered damages due to the following reasons.
- ① Damages by a natural disaster, war, insurgency, halting of tour service by transportation, accommodation and other tour-related services or orders by the government.
- ② Food poisoning.
- ③ Damages caused by the customer intentionally or negligently.
- 4 Any other reasons beyond the control of the Company or the arranged agent.

## 17. Responsibility of the Customer

If the Company incurs damages caused by the customer intentionally or negligently, the customer will be responsible for compensation to the Company.

#### 18. Customer's Task before Departure

(1) Passport and Visa

The customer must be responsible for obtaining the visa and the passport required for tour, with sufficient remaining period before expiration. The customer is required to bring a certificate of immunization when asked to the country of the destination. The Company may act as proxy for the procedures by receiving the prescribed fee.

(2) Health Information

Please refer to the website (https://www.mhlw.go.jp/english/) by Ministry of Health, Labour and Welfare.

(3) Safety Information

Please refer to the website (https://www.mofa.go.jp/index.html) by Ministry of Foreign Affairs of Japan.

(4) Tour Accident Insurance

In case of sickness or injury, the customer may incur a large amount of medical and transportation expenses. In case of an accident, it is very difficult to claim or collect compensation from the perpetrator. It is recommended

to take out a suitable tour accident insurance to cover these medical and transportation expenses and in worst case death and disability. Please ask the staff of the Company for detail.

## **19. Fuel Surcharge**

- (1) Fuel surcharge will be informed on the day when the tour contract comes into effect.
- (2) If the fuel surcharge changes after the tour contract conclusion, any excess amount will be charged with the customer's consent while reduction will be refunded.
- (3) If cancellation is performed due to fuel surcharge increase, the customer must pay the prescribed cancellation fee as well as the corresponding handling fee.

## 20. Purpose of Use and Provision to a Third Party of Personal Information

- (1) The Company will use the personal information entered on the application form submitted by the customer when communicating with the customer, and provide the personal information such as the customer's name, address and passport number to transportation and accommodation facilities applied for by the customer within the scope necessary of the arrangements and procedures to receive tour service by transportation and accommodation facilities.
- (2) The Company may ask the emergency contact information of the customer during the tour in case of illness or accident. The information will be used when the Company decides that it is necessary to contact to the person when the customer is sick or gets injured. The Company assumes that the customer and the person have agreed to provide the emergency contact information.

## 21. In Conformity with the Contract

The articles that are not stipulated in this document will be attributed to the Company's Terms and Condition (Arranged Tour Contract Part).

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