

Public Notice No. 1593 by the Ministry of Land, Infrastructure and Transport
This is an official announcement of the following revision concerning all terms and conditions of the standard general conditions of travel agency business (Public Notice No. 790 by the Ministry of Transport dated December 19, 1995) as stipulated in Article 12 -3 of the Travel Agency Law (Law No. 239 of 1952)

December 16, 2004

Kazuo Kitagawa, Minister of Land, Infrastructure and Transport

Final revision: March 29, 30th Year of Heisei – 2018

Public Notice No. 9 by the Japan Tourism Agency (Effective from April 1, 30th Year of Heisei – 2018)

Standard General Conditions of Travel Agency Business

Agent-Organized Tour Contract Part

Chapter 1 - General Provisions

(Scope of Application)

Article 1 The Contract of our Company (hereinafter referred to as “the Company” or “the Company’s” as the case may be) concerning the Agent-Organized Tour to be executed with the traveler (hereinafter referred to as the “Agent-Organized Tour Contract”, or “Contract) 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 cases where the Company executes a special contract (hereinafter referred to as the “Special Contract”) with the traveler in writing without violating the relevant law and harming the interests of the traveler, such Special Contract shall be given priority, notwithstanding the provision of the preceding paragraph.

(Definition of Terminology)

Article 2 In the General Conditions, “Agent-Organized Tour” or “Tour” shall mean such tours for which the Company prepares beforehand for subscription by travelers, travel plans including destinations, itineraries, transportation services and accommodation services to be offered to travelers, as well as the Tour Price amount (as defined in Article 12 below) payable to the Company by travelers, which shall be implemented as planned.

2 In the General Conditions, “Domestic Trip” shall mean trips within Japan only, and “Overseas Trip” shall mean those trips other than a Domestic Trip.

3 In this Part, the “Communication Contract” shall mean the Agent-Organized Tour Contract, which is executed between the Company and a card member of the credit card company affiliated with the Company or the company marketing the Company’s Agent-Organized Tour on behalf of the Company (hereinafter referred to as an “Affiliated Company”) by a reservation made by telephone, mail, facsimile, the Internet, or other means of communication, subject to prior consent of the traveler to the effect that the claims or obligations held by the Company, such as the Tour Price to the traveler based on the Agent-Organized Tour Contract are settled on or after the due date of such claims or obligations according to card membership rules as provided separately by the Affiliated Company, and also subject to payment of the Tour Price, etc. payable under said Agent-Organized Tour Contract according to the methods specified in Article 12, paragraph 2, the latter part of Article 16, paragraph 1 and Article 19, paragraph 2.

4 In the General Conditions, the “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 Agent-Organized Tour Contract.

(Content of Tour Contract)

Article 3 The Company undertakes to make arrangements and administer the itinerary under the Agent-Organized Tour Contract so that the traveler can 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 provided by the Company.

(Business Agent)

Article 4 There are cases where the Company may engage other travel agents, professional arrangers or other helpers in or outside Japan, in order to have them make arrangements in whole or in part on the Company’s behalf for the execution of the Agent-Organized Tour Contract.

Chapter 2 – Execution of Contract

(Subscription for the Tour Contract)

Article 5 A traveler who wishes to subscribe to the Company’s Agent-Organized Tour Contract shall fill in the necessary information in the application form as designated by the Company (hereinafter referred to as the “Application Form”), and shall submit it to the Company together with the required payment to apply for the Agent-Organized Tour Contract (hereinafter referred to as the “Application Fee”) as separately specified by the Company.

2 Notwithstanding the provision of the preceding paragraph, a traveler who wishes to subscribe to the Company’s Communication Contract will be required to notify the Company of the name of the desired Agent-Organized Tour, the start date of the Tour, the traveler’s membership number and other information as required (hereinafter referred to as the “Membership Number, etc.”).

3 The Application Fee as specified in paragraph 1 shall be treated as part of the Tour Price, a cancellation fee or a penalty charge.

4 In cases where the traveler participating in the Agent-Organized Tour requires special attention, the said traveler shall mention such a request to the Company at the time of application for the Contract. In this case the Company will try to accommodate such a request as far as possible.

5 Any expenses incurred as a result of the special arrangements made at the request of the traveler under the preceding paragraph shall be borne by the said traveler.

(Subscription by Telephone, etc.)

Article 6 The Company accepts reservations for the Agent-Organized Tour Contract made by telephone, mail, facsimile, the Internet, or other means of communications. In such cases, the Contract is not formed at the time of the reservation is made, and the traveler for said Tour will submit an Application Form and Application Fee, or notify the Company of his or her Membership Number, etc. within the period as designated by the Company, in accordance with the provisions of paragraph 1 or paragraph 2 of the preceding Article 5, after the Company has notified said traveler of the Company’s acceptance of his or her reservation.

2 Upon the submission of the Application Form and Application Fee as specified in the preceding paragraph, or when the Company has been notified of the traveler’s Membership Number, etc., the order in which the Company executes the Agent-Organized Tour Contract with the said traveler shall be subject to the order in which the Company receives his or her Application Form and Application Fee, or the traveler’s Membership Number .

3 In cases where the traveler fails to submit the Application Fee, or to notify the Company of his or her Membership Number, etc. within the period specified in paragraph 1 above, the Company will consider such a subscription as not having been received and treat it accordingly.

(Rejection of the Execution of the Contract)

Article 7 Any one of the following is a case upon which the Company reserves the right to decline the execution.

a. In cases where the sex, age, qualifications, skills or other conditions of the traveler in question do not meet

- such conditions as specified by the Company in advance, as required of travelers participating in the Tour;
- b. In cases where the number of travelers subscribing for the Tour has already reached the maximum number of participants as scheduled for the Tour;
 - c. 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;
 - d. 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;
 - e. 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;
 - f. In cases where the traveler 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;
 - g. In cases where the traveler 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
 - h. In cases where there is an inconvenience related to the Company's business.

(Time that the Tour Contract is Executed)

Article 8 The Agent-Organized Tour Contract shall be executed when the Company has accepted the execution of the Contract and have received the Application Fee as specified in the Article 5, paragraph 1.

2 Notwithstanding the provision of the preceding paragraph, the Communication Contract shall be formed when a notice communicating the Company's acceptance of the formation of the Contract has reached the traveler.

(Delivery of Contract Document)

Article 9 The Company will promptly deliver to the traveler, a document (hereinafter referred to as the "Contract Document") detailing the itinerary, content of the Tour Service, Tour Prices, and other conditions of the Tour, as well as matters concerning the Company's responsibility with regards to the Tour, promptly after the Tour Contract has been executed as defined in the preceding Article.

2 The scope of the Company's responsibility for the Tour Service in making arrangements and administering itineraries under the Agent-Organized Tour Contract shall be based on the details stated in the Contract Document as specified in the preceding paragraph.

(Determinate Document)

Article 10 In cases where it is not possible to state the determinate itinerary, or the names of transportation or accommodation facilities in the Contract Document as specified in the preceding Article, paragraph 1, the Company will list, on a limited basis, in the Contract Document, the names of facilities scheduled for accommodation and the names of transportation facilities important and to be shown in the Contract Document, and after the Company has delivered such a Contract Document, the Company will also deliver a document with descriptions of determinate conditions (hereinafter referred to as the "Determinate Document") on or before the date as 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 subscriptions for the Agent-Organized Tour Contract are made on or after the 7th day immediately preceding the start date of the Tour).

2 In the case of the preceding paragraph, when an enquiry is received from a traveler who wishes to confirm the status of arrangements, the Company will respond promptly and properly to such an enquiry 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 the Company's responsibility for the Tour Service in making arrangements and administering itineraries shall be limited

to the scope described in the said Determinate Document.

(Method of Utilizing Telecommunication Technology)

Article 11 When, instead of physically delivering to the traveler the document, the Contract Document or the Determinate Document to be delivered at the time when the traveler is about to execute the Agent-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 the Company's responsibility, the Company has provided the traveler, with his/her prior consent, with such details to be described in the said document(s) (hereinafter referred to in this Article as the "Described Details") by means of utilizing telecommunications technology, the Company will confirm that the Described Details have been recorded on a file as equipped in the communications equipment used by the traveler.

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

(Tour Price)

Article 12 The traveler will be required to pay to the Company the price for the Company's providing of the Tour Service (hereinafter referred to as 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 Service.

2 When the Communication Contract has been executed, the Company will receive payment of the Tour Price in the amount specified in the Contract Document by the credit card of our 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

(Alteration of the Contract Content)

Article 13 In cases where there arise causes beyond the Company's control, such as acts of God, acts of war, civil commotion, suspension of the Tour Service by transportation and accommodation facilities, etc., orders from government and other public agencies, the need to use transportation services not based on the Company's original transportation plan, and other causes, and when it is considered unavoidable in order to effect the safe and smooth implementation of the Tour, the Company may be required to change the itinerary, content of the Tour Service and other content of the Agent-Organized Tour Contract (hereinafter referred to as the "Contract Content") by promptly explaining to the traveler beforehand the reasons for the nature of such causes being beyond the Company's 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, the Company will explain to the traveler after such changes have been made.

(Alteration of Tour Price)

Article 14 In cases where the transportation fare and charge applicable to the transportation facilities being used for the implementation of the Agent-Organized Tour (hereinafter in this Article referred to as the "Applicable Fare and Charge") are increased or reduced considerably beyond price levels as normally assumed, due to significant changes to economic or other conditions, compared with the Applicable Fare and Charge made public as effective rates at the time when the Agent-Organized Tour was originally offered, the Company 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 the Company increases the Tour Price as provided for in the preceding paragraph, the Company 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 for in paragraph 1, the Company 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 increase or

decrease 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), the Company may change the Tour Price within the range of the amount increased or decreased when such Contract Content is 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 the Company has 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 causes not attributable to the Company after the execution of the Agent-Organized Tour Contract, the Company reserves the right to change the amount of the Tour Price as described in the Contract Document.

(Change of Traveler)

Article 15 A traveler who has executed a Agent-Organized Tour Contract with the Company may assign his/her status under the said Contract to a third party, subject to the Company's consent.

2 In cases where a traveler wishes to obtain the Company's consent as provided in the preceding paragraph, the said traveler shall fill in the necessary information on the form designated by the Company, and submit it to the Company together with the handling fee in the designated amount to the Company.

3 The assignment of the said status under the Contract, as provided in paragraph 1, shall take effect when approved by the Company. 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 Agent-Organized Tour Contract as originally executed by the traveler.

Chapter 4 - Cancellation of the Contract

(Traveler's Rights to Cancel the Contract)

Article 16 A traveler may, at any time, cancel the Agent-Organized Tour Contract by paying to the Company the cancellation fee specified in Schedule I. In cases where the said traveler wishes to cancel the Communication Contract, the Company 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 Agent-Organized Tour without paying the cancellation fee before the start of the Tour.

a. In cases where the Contract Content has been changed by the Company, but limited only to such cases where the changes listed in the left column of Schedule II and other important changes;

b. In cases where the Tour Price is increased under the provision of 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 other 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 the Company fails 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 the Company.

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 the Company informs him/her to that effect, the said traveler may cancel the Contract for that portion of the Tour Service which he/she has been unable to receive, without paying the cancellation fee.

4 In the case of the preceding paragraph, the Company 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 the case of the preceding paragraph is not due to causes attributable to the Company, the Company will refund to the said traveler after deducting from the said amount the cancellation fee, penalty charges and any other amount related to the expenses already paid or payable on or after the cancellation for the said Tour Service.

(The Company's Right to Cancel the Contract - Cancellation before the Start of the Tour)

Article 17 In any of the following events, the Company may cancel the Agent-Organized Tour Contract prior to the start of the Tour by explaining to the traveler the reason for the cancellation:

- a. In cases where it becomes known that the traveler does not meet the conditions required of Tour participants, such as sex, age, qualifications, skills, etc., as specified by the Company beforehand;
- b. In cases where the traveler is considered unable to participate in the said Tour due to illness, the absence of a necessary aide/helper or other such causes;
- c. 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;
- d. In cases where accommodating the traveler is burdensome and exceeds the responsibility provided for in the Contract Content beyond a reasonable extent;
- e. In cases where the number of travelers participating in the Tour does not reach the minimum number of participants for the Tour as specified in the Contract Document;
- f. In cases where it is highly likely that 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;
- g. In cases where there arises causes beyond the Company's 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 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;
- h. In cases where the Communication Contract has been 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 due to such causes as the credit card held by the traveler becoming invalid; or
- i. When it is found that the traveler falls under any of Article 7, items e through g.

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 shall be considered to have cancelled the Agent-Organized Tour Contract on the day immediately following the said due date. In this case, the said traveler shall pay a penalty charge in the amount equal to the cancellation fee as specified in the preceding Article, paragraph 1.

3 In cases where the Company cancels the Agent-Organized Tour Contract due to reasons specified in paragraph 1, item e, the Company will inform travelers participating in the Tour that the said Tour is to be cancelled before the 13th day immediately preceding the starting date of the Tour in the case of a Domestic Trip (before the 3rd day in the case of a day trip) and before the 23rd day in the case of an Overseas Trip (before the 33rd day, if the starting date falls within the Peak Season as defined in Schedule I).

(The Company's Right to Cancel the Contract - Cancellation after the Start of the Tour)

Article 18 In any of the following cases, the Company may cancel part of the Agent-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 considered unable to continue the said Tour due to the absence of a necessary aide/helper or other causes;
- b. In cases where the traveler interferes with the safe and smooth implementation of the said Tour by not following the Company's instructions as given by the Company's tour escort or other staff, or by disrupting the disciplinary

order of 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, items e through g; or

d. In cases where there arise causes beyond the Company's 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 the Company has cancelled the Agent-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 the Company's liability related to the Tour Service already provided to the traveler has effectively been redeemed.

3 In the case of the preceding paragraph, the Company will refund to the said traveler the amount remaining after deducting the cancellation fee, penalty charge and any other amount related to the expenses already paid or payable from the cancellation thereof for said Tour Service from the amount covering the portion of the said Tour Service which has yet to be offered to the traveler out of the Tour Price.

(Refund of Tour Price)

Article 19 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 in Article 14, paragraphs 3 through 5 or due to the cancellation of the Agent-Organized Tour Contract under the provisions of the preceding Articles 16 through 18, the Company 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 the 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, the Company 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 in Article 14, paragraphs 3 through 5, or due to the cancellation of the Communication Contract under the provisions of the preceding Articles 16 through 18. In this case, the Company 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 upon which the Company notifies 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 suffered under the provisions of Article 27 or Article 30, paragraph 1.

(Arrangement for Return Trip after Cancellation of the Contract)

Article 20 In cases where the Company has cancelled the Agent-Organized Tour Contract after the start of the Tour under the provisions of Article 18, paragraph 1, items a or d, the Company 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 expenses required for the return trip to the departure place shall be borne by the traveler.

Chapter 5 - Contracts with Organizations and Groups

(Contracts with Organizations and Groups)

Article 21 The Company will apply the provisions of this Chapter to the execution of the Agent-Organized Tour Contracts in cases where the Company receives 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”).

(Contract Representative)

Article 22 Unless a Special Contract is executed, the Company will consider the Contract Representative as the person holding all power of representation concerning the execution of the Agent-Organized Tour Contract for travelers who compose his/her organization or group (hereinafter referred to as the “Constituent Members”), and the Company will handle all transactions concerning the Tour business related to the said organization or group with the said Contract Representative.

2 The Contract Representative is required to submit a list of the Constituent Members on or before the date as specified by the Company.

3 The Company will not be held responsible for the liabilities or obligations which the Contract Representative assumes to the Constituent Members at present, or liabilities or obligations which the Contract Representative is likely to assume in the future.

4 In cases where 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 the Company to be the Contract Representative after the commencement of the Tour.

Chapter 6 - Administration of Itinerary

(Administration of Itinerary)

Article 23 The Company will make efforts to secure the safe and smooth implementation of the Tour for the traveler and carry out the following services for the said traveler, except where the Company has executed 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 such Tour Service as specified in the Agent-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, the Company will make efforts to make an alternative itinerary after the change measure up to the purpose of the original Tour itinerary. Also, in cases where the Company is required to change the content of the Tour Service, the Company 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.

(Instructions by Our Company)

Article 24 The traveler shall be required to follow the instructions of our Company while the Tour is conducted as a group during the Tour from start to finish, in order to implement the Tour safely and smoothly.

(Services of Tour Escort, etc.)

Article 25 There are cases where the Company 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 23 in whole or in part or any other services the Company considers necessary in connection with the said Agent-Organized Tour.

2 In general, the service hours for the said tour escorts or others to engage in the services as described in the preceding paragraph shall, range from 8:00 to 20:00 local time.

(Protective Measures)

Article 26 In the case that a situation arises where the Company considers the traveler to be in a condition requiring protection due to sickness, injury, etc. during the Tour, the Company may take the necessary measures. In these cases, if the cause is not attributable to the Company, 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 the Company by the method designated by the Company.

Chapter 7 - Responsibility

(Responsibility of Our Company)

Article 27 The Company will be responsible for the compensation of damages caused to the traveler intentionally or negligently by the Company or by the Company's agent (hereinafter referred to as the "Business Agent") who has been engaged by the Company to make arrangements on the Company's behalf under the provision of Article 4. 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.

2 In cases where the traveler has suffered damages due to causes beyond the control of our Company or the Company's 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 other such causes, the Company 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, the Company will compensate the traveler up to ¥150,000 as a maximum amount per traveler (except in cases where the damages were caused by the Company intentionally or by the Company's gross negligence), only in cases where the Company has been notified of the damages within 14 days in the case of the Domestic Trip, and within 21 days in the case of an Overseas Trip, from the day immediately following the day when the damages have occurred.

(Special Indemnity)

Article 28 The Company 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 the Agent-Organized Tour, in accordance with the provision of the separate Rules of Special Compensation attached hereto, regardless of whether or not the Company is responsible for causing the said damages under the preceding Article, paragraph 1.

2 In cases where the Company is responsible under the provision of the preceding Article, paragraph 1 for damages caused as described in the preceding paragraph, the indemnity payable by the Company 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 for the said damages.

3 In such cases as provided in the preceding paragraph, the Company's responsibility to pay the indemnity based on the preceding paragraph 1 of this Article shall be reduced by an amount equal to the damage compensation money payable by the Company, 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 Agent-Organized Tours which the Company implements by collecting a separate Tour Price from the traveler participating in the Company's Agent-Organized Tour shall be handled as part of the content of the principal Agent-Organized Tour Contact.

(Guarantee of Itinerary)

Article 29 In cases where 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.)), the Company 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 as specified in the right column of the said Schedule within 30 days from the immediately following the last day of the Tour, except in cases where it is clear that the Company will bear the responsibility under the provision of Article 27, paragraph 1 regarding the said alterations.

a. Alterations due to the following causes:

- (1) Acts of God;
- (2) Acts of war;

- (3) Civil commotion;
- (4) Orders from government and other public agencies;
- (5) Suspension of Tour Services by transportation and accommodation facilities, etc.;
- (6) Offering a transportation service not included in the original travel plan; or
- (7) Measures required to ensure the safety of the life and body of the tour participants

b. Alterations relating to the cancelled portion of the Agent-Organized Tour Contract its cancellation based on the provisions of Article 16 through Article 18.

2 The maximum amount of indemnity payable by the Company for such alterations per traveler for one Agent-Organized Tour shall be the amount reached by multiplying the Tour Price by the percentage set by the Company equal to or in excess of 15%. However, in cases where the amount of indemnity per traveler for one Agent-Organized Tour falls below 1,000 yen, the Company will not be obliged to pay the indemnity for the alteration.

3 In cases where it becomes clear that the Company is liable for the said alteration, based on the provision of Article 27, paragraph 1, after the Company has paid indemnity for the alteration in accordance with the provision of paragraph 1 of this Article, the traveler will be required to repay such indemnity paid for the said alteration. In such a case, the Company will pay the balance by offsetting the amount of compensation payable by the Company based on the provision of the said paragraph by the amount of indemnity due to be repaid by the traveler.

(Responsibility of the Traveler)

Article 30 In cases where the Company has suffered damages due to the willful misconduct or negligence of a traveler, the said traveler shall be required to compensate the Company for the damages.

2 When the traveler executes the Agent-Organized Tour Contract, the traveler will be required to make efforts to understand the content of the said Agent-Organized Tour Contract, such as the rights and obligations of the traveler, etc., by utilizing information as provided by the Company.

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 shall promptly report to the Company, or the Company's Business Agent or the provider of the said Tour Service at the touring point.

Chapter 8 - Compensation Business Guarantee Bonds

(Compensation Business Guarantee Bonds)

Article 31 The Company is a Security Member of the Japan Association of Travel Agents (located at Zennitsu Kasumigaseki Building, 3-3-3 Kasumigaseki, Chiyoda-ku, Tokyo).

2 The traveler or the Constituent Member who has executed the Agent-Organized Tour Contract with the Company is entitled to be reimbursed from compensation business guarantee bonds as deposited by the Japan Association of Travel Agents as described in the preceding paragraph, up to the maximum amount of 150,000,000 yen in conjunction with claims as arising from the said transaction.

3 As the Company has paid the Company's share of the compensation business guarantee bonds to the Association of Travel Agents in accordance with the provision of Article 49, paragraph 1 of the Travel Agency Law, the Company has not deposited the business guarantee bonds based on Article 7, paragraph 1 of the Travel Agency Law.

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

1. Cancellation fees related to Domestic Trip

Classification	Cancellation Fee
a. Agent-Organized Tour Contract excluding the following column b	
(1) In cases where the Contract is cancelled on or after the 20th day (the 10th day in the case of a day trip) from the day immediately preceding the starting day of the Tour (except in the following cases from (2) through (5)).	Up to 20% of the Tour Price
(2) In cases where the Contract is cancelled on or after the 7th day from the day immediately preceding the starting day of the Tour (except in the following cases from (3) through (5)).	Up to 30% of the Tour Price
(3) In cases where the Contract is cancelled on the day immediately before the starting day of the Tour.	Up to 40% of the Tour Price
(4) In cases where the Contract is cancelled on the starting day of the Tour (except in the following case (5)).	Up to 50% of the Tour Price
(5) 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. Agent-Organized Tour Contract with the use of a chartered vessel	Based on the rules of the cancellation fee for the 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 as attached hereto.	

2. Cancellation Fee related to Overseas Trip

Classification	Cancellation Fee
a. Agent-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.)	
(1) In cases where the starting day of the Tour falls within the Peak Season, and the Contract is cancelled on or after the 40th day from the day immediately preceding the starting day of the Tour (except in the following cases from (2) through (4)).	Up to 10% of the Tour Price
(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 in 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 prior to 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. Agent-Organized Tour Contract with the use of a chartered aircraft	
(1) 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 (2) through (4)).	Up to 20% of the Tour Price
(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 in the following cases from (3) through (4)).	Up to 50% of the Tour Price
(3) 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 (4) below).	Up to 80% of the Tour Price
(4) 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
c. Agent-Organized Tour Contract with the use of a vessel when leaving Japan and returning to Japan	Based on the rules of the cancellation fee for the said vessel
Note: The "Peak Season" shall mean the respective periods from December 20th through January 7th, from April 27th through May 6th, and from July 20th through August 31st of each year.	
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 the 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.	

Schedule II - Monetary Indemnity for Alterations (related to Article 29, paragraph 1)

Alterations Requiring Payment of Indemnity	Percentage per Case (%) ¹	
	Prior to the start of the Tour	After the start of the Tour
(1). Alterations to the starting or final days of the Tour described in the Contract Document	1.5	3.0
(2). Alterations of sightseeing locations or facilities (including restaurants) and other destinations of the Tour	1.0	2.0
(3). Alterations to the class or facilities of transportation facilities to those of lower rates than those described in the Contract Document (but limited only to cases where the total charged amount for altering the said class 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 airport or destination airport in Japan from those as specified in the Contract Document	1.0	2.0
(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 as specified in the Contract Document, such as the type of guest rooms, equipment, scenery, etc.	1.0	2.0
(9). Alterations in the items as specified in the tour title of the Contract Document, among the alterations specified in each item listed from (1) through (8) above.	2.5	5.0

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.

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.

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.

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.

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.