

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

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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

Arranged Tour Contract Part

Chapter 1 - General Provisions

(Scope of Application)

Article 1 The Arranged Tour Contract (defined in Article 2) to be executed between our Company and the traveler shall be based on the general conditions set forth herein (hereinafter referred to as the “General Conditions”). Any matter not stipulated in the General Conditions shall be governed by ordinance or generally established practice.

2 Notwithstanding the provisions of the preceding paragraph, where the Company executes a special contract (hereinafter referred to as the “Special Contract”) with the traveler in writing without violating the relevant laws and harming the interests of the traveler, such a Special Contract shall be given priority.

(Definition of Terminology)

Article 2 In the General Conditions, “Arranged Tour Contract” or, within this Part, “Contract” shall mean the contract under which the Company undertakes to make arrangements at the request of the traveler by representing him/her, or acting as his/her intermediary, or playing an introductory role for him/her, so that he/she may be provided with services, such as transportation and accommodation offered by transportation and accommodation facilities, etc., and other services related to the travel (hereinafter referred to altogether as the “Tour Service”).

2 In the General Conditions, “Domestic Trip” shall mean trips planned for only inside Japan, and “Overseas Trip” shall mean trips other than Domestic trips.

3 In the General Conditions, “Tour Price” shall mean the expenses paid by our Company for the transportation charges, accommodation charges, and other expenses payable to the transportation and accommodation facilities, etc., to arrange the Tour Service, and, in addition, the handling charge of the Tour Service that is set by the Company (excluding handling charges for alteration and cancellation procedures).

4 In this Part, “Communication Contract” shall mean the Arranged Tour Contract, which is formed between the Company and the card member of the credit card company affiliated with our Company (hereinafter referred to as the “Affiliated Company”), by a reservation made by telephone, mail, facsimile, the Internet, or other means of communication, subject to the prior consent of the traveler to the effect that the claims or obligations held by the Company, such as those in regard to the Tour Price, etc., under the Arranged Tour Contract are settled on or after the due date of those 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. by the method specified in Article 16, paragraph 2 or paragraph 5.

5 In the General Conditions, "Date Card Used" shall mean the date when the traveler or our Company is obligated to

pay the Tour Price, etc. or execute the refundable liability pursuant to the Arranged Tour Contract.

(Termination of Liability for Arrangements)

Article 3 When the Company has made arrangements for the Tour Service with the care of a good manager, the fulfillment of the Company's liability based on the Arranged Tour Contract shall terminate. Therefore, even if contracts are not executed with transportation and accommodation facilities, etc. due to such causes as capacity fully filled, shutdown, inappropriate condition, etc., when the Company has fulfilled the Company's obligations, the traveler will be required to pay to the Company the handling charge of the Tour Service set by the Company (hereinafter referred to as the "Handling Charge"). Where a Communication Contract has been executed, the Date Card Used will be the date on which the Company informs the traveler that the Company has not been able to execute a contract with the transportation and accommodation facilities, etc. to provide Tour Services.

(Reservation Agents)

Article 4 The Company may engage other travel agents, professional arrangers, or other helpers inside and outside Japan in order to have them make arrangements in whole or in part on the Company's behalf to implement the Arranged Tour Contract.

Chapter 2 - Execution of the Contract

(Subscription for the Contract)

Article 5 The traveler who intends to execute an Arranged Tour Contract with the Company will be required to fill in specified particulars on the application form prescribed by the Company and submit it to the Company together with the subscription fee that the Company has separately specified (hereinafter referred to as the "Application Fee").

2 Notwithstanding the provision of the preceding paragraph, the traveler who intends to execute a Communication Contract with the Company will be required to notify the Company of his/her membership number and the content of the Tour Service to be subscribed.

3 The Application Fee specified in paragraph 1 will be treated as part of the money payable to the Company by the traveler, such as the Tour Price or cancellation fee.

(Refusal of the Execution of the Contract)

Article 6 The Company may not agree to execute an Arranged Tour Contract in any one of the following cases:

- a. Where the Communication Contract is intended 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;
- b. Where the traveler is recognized as a gang member, an associate gang member, a person or a company related to crime syndicates, a corporate racketeer or any other antisocial forces;
- c. Where the traveler made a demand to the Company using forceful behaviors, made unjust claims to the Company, made use of threatening acts or statements or violent acts or behavior in connection with any transaction between the parties, or made use of other acts or behavior equivalent to these;
- d. Where the traveler committed acts which may damage the Company's credibility or obstruct the Company's business by spreading false rumors, by using fraudulent means, or by force, or by other acts or behavior equivalent to these; or
- e. Where there is an inconvenience related to the Company's business.

(Time of the Execution of the Contract)

Article 7 The Arranged Tour Contract will be executed when the Company has accepted the execution of the Contract and have received the Application Fee specified in Article 5, paragraph 1.

2 Notwithstanding the provision of the preceding paragraph, the Communication Contract shall be formed when a notice accepting the application described in Article 5, paragraph 2 has reached the traveler.

(Special Rules Related to the Execution of the Contract)

Article 8 Notwithstanding the provision of Article 5, paragraph 1, the Company may execute the Arranged Tour Contract merely by accepting the execution of the Contract under a Special Contract entered into in writing without receiving payment of the Application Fee.

2 In the case of the preceding paragraph, the time of the execution of the Arranged Tour Contract shall be stated in the document described in the preceding paragraph.

(Special Rules Related to Tickets and Accommodation Coupons, etc.)

Article 9 Notwithstanding the provisions of Article 5, paragraph 1 and the preceding Article, paragraph 1, the Company may accept subscription orally when the Arranged Tour Contract, with the purpose to only arrange for transportation services or accommodation services, requires the Company to deliver a document indicating the right to receive the offering of the said Tour Service in exchange for the Tour Price.

2 In the case of the preceding paragraph, the Arranged Tour Contract shall be executed when the Company accepts the execution of the Contract.

(Contract Document)

Article 10 Promptly after the execution of the Arranged Tour Contract, the Company will deliver to the traveler a document that describes particulars concerning the itinerary, content of the Tour Service, the Tour Price, other conditions of the Tour, as well as matters concerning our Company's responsibility (hereinafter referred to as the "Contract Document"). There are cases, however, where the Company does not deliver the said Contract Document when the Company delivers a document indicating the right to receive all the Tour Service, such as transportation tickets, accommodation coupons and other services which the Company has arranged.

2 Where the Company has delivered the Contract Document described in the preceding paragraph, the scope of the Tour Service for which the Company will be responsible to arrange for under the Arranged Tour Contract will be as stated in the said Contract Document.

(Method of Utilizing Telecommunication Technology)

Article 11 Instead of physically delivering to the traveler the document or the Contract Document to be delivered at the time when the traveler is about to execute the Arranged Tour Contract which describes details such as the itinerary, content of the Tour Service, the Tour Price, other conditions of the Tour, and matters regarding the Company's responsibility, when the Company has provided the traveler, with his/her prior consent, with such details to be described in the said document (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 said traveler) as equipped in the communications equipment used by the Company, and confirm that said traveler has viewed the Described Details.

Chapter 3 - Alteration and Cancellation of the Contract

(Alteration of Content of Contract)

Article 12 The traveler may request the Company to change the content of the Arranged Tour Contract, such as itinerary, content of Tour Service, and other conditions of the Arranged Tour Contract, etc., in which case the Company will try to accommodate the traveler's request to the extent possible.

2 Where the content of the Arranged Tour Contract is changed at the request of the traveler pursuant to the preceding paragraph, the traveler will be required to bear the cancellation fees and penalty charges payable to the transportation and accommodation facilities, etc. and other expenses required to change arrangements, where arrangements already made are being cancelled, and in addition, the traveler will be required to pay to the Company the Company's prescribed handling charge for the changes. Furthermore, the increase or decrease of the Tour Price arising from such

changes of the content of the Arranged Tour Contract shall be borne by the traveler.

(Discretionary Cancellation by the Traveler)

Article 13 The traveler may cancel the Arranged Tour Contract in whole or in part at any time.

2 When the Arranged Tour Contract has been cancelled pursuant to the provision of the preceding paragraph, the traveler will be required to pay the cancellation fee, penalty charge, and other expenses already paid or payable to the transportation and accommodation facilities, etc., as well as the handling charge for the cancellation as prescribed by our Company as well as the handling charge that the Company was to receive, in return for the Tour Service already received, or for the Tour Service not yet received.

(Cancellation Due to Causes Attributable to the Traveler)

Article 14 The Company may cancel the Arranged Tour Contract in one of the following instances:

- a. If the traveler does not pay the Tour Price by the specified due date;
- b. Where the Communication Contract has been executed, but the traveler has become unable to settle his/her liability related to the Tour Price, etc. in whole or in part according to the membership rules of the Affiliated Company, due to such causes as the credit card held by the traveler becoming invalid; or
- c. When it is found that the traveler falls under any of Article 6, items b through d.

2 When the Arranged Tour Contract has been cancelled pursuant to the provision of the preceding paragraph, the traveler will be required to bear the cancellation fee, penalty charge, and other expenses already paid or payable to the transportation and accommodation facilities, etc. for the Tour Service not yet received, and in addition, to pay to the Company the handling charge for the cancellation procedures as prescribed by our Company as well as the handling charge that our Company would have received.

(Cancellation Due to Causes Attributable to Our Company)

Article 15 When the arrangement for the Tour Service become impossible due to causes attributable to the Company, the traveler may cancel the Arranged Tour Contract.

2 When the Arranged Tour Contract has been cancelled pursuant to the provision of the preceding paragraph, the Company will reimburse to the traveler the Tour Price already received, after deducting the expenses already paid to the transportation and accommodation facilities, etc. in return for the Tour Service already received by the traveler, as well as the expenses payable after the cancellation for the Tour Service already received.

3 The provision of the preceding paragraph will not prevent the traveler from claiming compensatory damages against the Company.

Chapter 4 - Tour Price

(Tour Price)

Article 16 The traveler will be required to pay the Tour Price no later than the period prescribed by our Company which is prior to the start of the Tour.

2 When the Communication Contract has been executed, the Company will receive payment of the Tour Price by using the card of the Affiliate Company without obtaining the traveler's signature on the voucher prescribed by the Company, in which case the Date Card Used shall be considered the date when the Company has informed the traveler of the content of the Tour Service determined by the Company.

3 The Company may change the Tour Price prior to the start of the Tour, when changes in the Tour Price have occurred caused by revisions to the fares and charges of transportation and accommodation facilities, etc., changes in foreign exchange rates, etc.

4 In the case of the preceding paragraph, the increase or decrease of the Tour Price shall be borne by the traveler.

5 When the Company has executed the Communication Contract with the traveler, and expenses payable by the traveler have accrued under the provisions of Chapter 3 and Chapter 4, the Company will receive payment of the said expenses by using the card of the Affiliate Company without obtaining the traveler's signature on the prescribed voucher. In this case, the Date Card Used shall be considered the date when the Company informs the traveler of the

amount of the expenses payable to the Company by the traveler or the amount reimbursable by the Company to the traveler. However, where the Company has cancelled the Arranged Tour Contract pursuant to the provision of Article 14, paragraph 1, item b, the traveler will be required to pay to the Company the expenses, etc. payable to the Company by the traveler by no later than the date set by the Company using the method prescribed by the Company.

(Settlement of the Tour Price)

Article 17 Where the amount of the expenses paid by the Company to the transportation and accommodation facilities, etc. to arrange for the Tour Service, which is to be borne by the traveler, and the handling charge (hereinafter referred to collectively as the "Tour Price Settled") does not agree with the amount the Company has already received as the Tour Price, the Company will settle the Tour Price promptly after the Tour finishes, in accordance with the provisions of the following two paragraphs.

2 If the Tour Price Settled exceeds the amount already received by the Company as the Tour Price, the traveler will be required to pay the difference to the Company.

3 If the Tour Price Settled is less than the amount already received by the Company as the Tour Price, the Company will reimburse the difference to the traveler.

Chapter 5 - Arrangement for Organizations and Groups

(Arrangement for Organizations and Groups)

Article 18 The Company will apply the provisions of this Chapter to the execution of the Arranged Tour Contract where the Company has received subscriptions from two or more travelers who are to travel the same route at the same time, by appointing a responsible person to represent them (hereinafter referred to as the "Contract Representative").

(Contract Representative)

Article 19 Unless a Special Contract is made, the Company will consider the Contract Representative as the person holding all the power of representation concerning the execution of the Arranged Tour Contract for the travelers who compose his/her organization or group (hereinafter referred to as the "Constituent Members"), and the Company will conduct all transactions concerning the tour business related to the said organization or group and the business specified in Article 22, paragraph 1 with the Contract Representative.

2 The Contract Representative will be required to submit a list of the Constituent Members or inform the Company of the number of the Constituent Members by the date set by the Company.

3 The Company will not be held responsible for any liability or obligation to the Constituent Members which the Contract Representative currently assumes or is expected to assume in the future.

4 Where the Contract Representative does not accompany his/her organization or group, one of the Constituent Members appointed by the Contract Representative beforehand shall be considered by the Company as the Contract Representative after the start of the Tour.

(Special Rules for the Execution of the Contract)

Article 20 Notwithstanding the provision of Article 5, paragraph 1, when the Company executes the Arranged Tour Contract with the Contract Representative, the Company may accept the execution of the Arranged Tour Contract without receiving payment of the Application Fee.

2 When the Company executes the Arranged Tour Contract with the Contract Representative without receiving payment of the Application Fee under the provision of the preceding paragraph, the Company will deliver to the Contract Representative a document stating to that effect, and the Arranged Tour Contract will be considered to be executed upon the Company's delivery of said document.

(Change of Constituent Members)

Article 21 When the Contract Representative has expressed a wish to change some of the Constituent Members, the Company will accommodate his/her wish to the extent possible.

2 The increase or decrease of the Tour Price arising from the change described in the preceding paragraph and the expenses required for the said change shall be borne by the Constituent Members.

(Escort Service)

Article 22 The Company may provide escort services at the request of the Contract Representative by having a tour escort

accompany the organization or group.

2 In general, the content of the escort service to be performed by the tour escort will be services required for conducting the Tour of the organization or group as a group according to the itinerary determined beforehand.

3 In general, the service hours during which the tour escort will provide the escort services will be from 8:00 to 20:00 hours local time.

4 When the Company offers escort services, the Contract Representative will be required to pay to the Company the Company's prescribed escort service charge.

Chapter 6 - Responsibility

(Responsibility of Our Company)

Article 23 In the course of implementing the Arranged Tour Contract, the Company will be responsible for compensating for damage caused to the traveler by willful misconduct or negligence by our Company or by the Company's agent who has been engaged by the Company to make arrangements on the Company's behalf under the provision of Article 4 (hereinafter referred to as the "Reservation Agent"), but only if notice has been given to the Company within two years from the day immediately following the day when the said damage occurred.

2 Where the traveler has suffered damage due to causes beyond the control of our Company or the Company's Reservation 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 held responsible to indemnify, except in the case of the preceding paragraph.

3 With regards to damage caused to baggage as described in paragraph 1, notwithstanding the provision of the said paragraph, the Company will indemnify up to the maximum amount of ¥150,000 per traveler (except where the said damage has been caused by the Company by willful misconduct or gross negligence), only if the Company has been notified of the said damages within 14 days in the case of a Domestic Trip and within 21 days in the case of an Overseas Trip, respectively, from the day immediately following the day when the said damage occurred.

(Responsibility of the Traveler)

Article 24 If the Company suffers damage due to the willful misconduct or negligence of the traveler, the said traveler will be required to compensate the Company for the said damage.

2 When the traveler executes the Arranged Tour Contract, the traveler will be required to make efforts to understand the content of the Arranged Tour Contract, such as the rights, obligations, etc. of the traveler, by utilizing the information 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 Tour starts, 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 the Company, the Company's Reservation Agent, or the provider of the said Tour Service at the location that is being toured.

Chapter 7 - Compensation Business Guarantee Bonds

(Compensation Business Guarantee Bonds)

Article 25 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 Constituent Member, who has executed the Arranged 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 arising from said transaction.

3 As the Company has paid the Company's share of the compensation business guarantee bonds to the Japan 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 pursuant to Article 7, paragraph 1 of the Travel Agency Law.