



make the necessary arrangements to return the customer to the point of departure, at the customer's request and expense.

- 4) If JR Tokai Tours cancels the tour agreement based on the stipulations of 2(1) of this Clause, the contractual relationship between JR Tokai Tours and the customer shall cease only from that point forward. In other words, JR Tokai Tours' obligations regarding tour services that the customer has already received shall be considered to have been validly performed.

#### 17. Reimbursement of tour costs

- (1) If JR Tokai Tours is required to reimburse the customer in the event of "a reduction in tour costs in accordance with the stipulations of Clause 12 (2)(3)(5)" or "cancellation of the tour agreement by either the customer or JR Tokai Tours in accordance with the stipulations of Clause 14 - 16," the customer shall be reimbursed for the stipulated amount within 7 days counting from the day after cancellation for reimbursements due to cancellations made prior to departure, and within 30 days counting from the day after the tour end date specified on the brochure or website for reimbursements due to a reduction in tour costs or cancellation after departure.
- (2) The stipulations of (1) of this Clause shall not interfere with the customer or JR Tokai Tours' rights to seek compensation for damages, as stipulated in Clause 19 (JR Tokai Tours liabilities) and Clause 21 (Customer liabilities).
- (3) The customer is required to request a refund at the office where the booking was made, within one month of the departure date.
- (4) All coupons that were already provided to the customer are required to be returned for reimbursements to be made. Reimbursement of tour costs may not be possible if all coupons have not been returned.

#### 18. Tour conductor

- (1) A tour conductor shall accompany the tour for the entire itinerary for packages that are indicated as being accompanied by a "tour conductor." As a rule, the tour conductor shall provide services to ensure the smooth operation of the itinerary stipulated in the documents of the agreement. During the tour, customers are required to follow the instructions of the tour conductor for smooth and safe operation of the tour. As a rule, the tour conductor's work hours shall be from 8am to 8pm.
- (2) For packages labeled as being accompanied by a "local tour conductor," a local tour conductor shall accompany the tour from the point of arrival at the tour destination to departure. The local tour conductor shall provide the same services as those provided by the tour conductor in (1) of this Clause.
- (3) For packages labeled as being accompanied by a "local attendant," the tour shall not be accompanied by a tour conductor; however, a local attendant shall provide the necessary services to ensure smooth operation of the tour.
- (4) For individual-type plans, a tour conductor or local attendant shall not accompany the customer. On such tours, customers are required to manage their own itinerary. JR Tokai Tours shall provide the customer with coupons necessary to receive tour services, and the customer is responsible for making arrangements to receive these tour services on his/her own. In the event of suspension of services by transportation facilities or sudden cancellation by the customer for personal reasons, the customer should contact the sales outlet. If the customer is unable to contact the sales outlet due to it being a holiday or outside of business hours, the customer is required to contact the remaining services that will be provided to be used (hotels, transportation facilities, etc.) on his/her own to make the necessary cancellation arrangements. Please note that in the event that notice or arrangements for cancellation are not made, this shall be regarded as a relinquishment of the customer's rights, and no reimbursements shall be paid.
- (5) If a change in the content of services is necessary due to bad weather, etc., in sections of the tour that are not accompanied by the local tour conductor or in which the local assistant does not provide services, the customer must take the necessary procedures for arranging alternative services on his/her own.

#### 19. JR Tokai Tours liabilities

- (1) If JR Tokai Tours or a representative of JR Tokai Tours causes damage to the customer intentionally or by negligence when fulfilling its obligations of the agent-organized tour agreement, JR Tokai Tours shall accept liability for damages caused to the customer. However, this shall only apply if JR Tokai Tours is notified within 2 years counting from the day after the damage occurred.
- (2) As a rule, JR Tokai Tours shall not accept liability as stipulated in (1) of this Clause when the customer incurs damages due to events such as the following:  
1) Natural disasters, wars, riots, and changes to the travel itinerary or cancellation of the tour due to such events  
2) Damages caused by accidents or fire during transportation or at the accommodation facility  
3) Suspension of services by the transportation or accommodation facility and changes to the travel itinerary or cancellation of the tour due to such events  
4) Governmental orders, isolation from infectious diseases, and changes to the travel itinerary or cancellation of the tour due to such events  
5) Accidents during the customer's free time  
6) Food poisoning  
7) Theft  
8) Delays, service interruptions, and schedule or route changes of the transportation facilities, and changes to the travel itinerary or shortened stays at the destination due to such events
- (3) Notwithstanding the stipulations in (1) of this Clause regarding the period of notification of damages from the customer, with regards to hand luggage, JR Tokai Tours shall only compensate for damages as set forth in (1) of this Clause only when it is reported within 14 days counting from the day after said damages occurred. However, JR Tokai Tours shall only compensate up to a maximum of 150,000 yen per customer (excluding cases of willful or gross negligence by JR Tokai Tours) regardless of the amount of damages.

#### 20. Special compensation

- (1) Regardless of whether or not JR Tokai Tours is liable as set forth in (1) of the preceding Clause, JR Tokai Tours shall pay the following compensation as stipulated in the special compensation provisions of JR Tokai Tours' terms and conditions for certain damages to the customer's life or body and/or damage to hand luggage, caused by sudden and accidental extraneous accidents during participation in the agent-organized tour: compensation for death (15 million yen), compensation for permanent disabilities (up to 15 million yen), consolation payments for hospitalization (20,000-200,000 yen), consolation payments for hospital visits (10,000-500,000 yen), compensation for damage to hand luggage (up to 100,000 yen per item of hand luggage or pair of items, and up to 150,000 yen per customer per one agent-organized tour).
- (2) Regardless of (1) of this Clause, on days where no tour services of the agent-organized tour arranged by JR Tokai Tours are provided, the customer shall not be considered to be participating in said agent-organized tour unless otherwise specified on the brochure or website.
- (3) JR Tokai Tours shall not pay the compensation and consolation payments stipulated in (1) of this Clause in the event that the damage suffered by the customer during the agent-organized tour is due to willful negligence of the customer, driving under the influence, illness, etc., or an accident that occurred during a dangerous activity that is not included in the agent-organized tour and took place during the customer's free time, such as mountain-climbing (using mountain-climbing equipment such as ice axes, crampons, hiking ropes, hammers, etc.), luging, bobsledding, sky-diving, hang gliding, ultralight plane (such as motor hang gliders, microlight planes, ultralight planes) flying, and gyroplane flying. However, this is not applicable when said activities are included in the agent-organized tour itinerary.
- (4) JR Tokai Tours shall not pay compensation for damages to exempted items as stipulated in JR Tokai Tours' terms and conditions, such as cash, securities, credit cards, coupons, airline tickets, passports, driving licenses, visas, certificates of deposit/savings certificates (including passbooks and ATM cards), different types of data or equivalent, and contact lenses, etc.
- (5) In the event that JR Tokai Tours is liable for both compensation payment in accordance with (1) of this Clause and compensation for damages as stipulated in the previous Clause, when one of these obligations is met, both obligations shall be considered to be met to the extent of the amount.

#### 21. Customer liabilities

- (1) In the event that JR Tokai Tours suffers damages due to the customer's intentional, negligent, or illegal acts, acts that violate public order and morals, or when the customer violates the terms and conditions of the agreement with JR Tokai Tours, JR Tokai Tours shall seek compensation for damages from the customer.
- (2) When concluding the agent-organized tour agreement, the customer must make efforts to understand his/her rights and obligations and other content of the agent-organized tour agreement, using information provided by JR Tokai Tours.
- (3) If the customer feels that the tour services provided differ from those specified in the documents of the agreement after departure, in order to receive the tour services described in the documents of the agreement in a smooth

manner, the customer is required to promptly report this fact to the tour conductor, mediator, local guide, or provider of the agent-organized tour services at the destination, or to the office where the tour was booked.

- (4) If JR Tokai Tours finds that a customer requires care due to sickness or injury, etc., during the tour, JR Tokai Tours may take the necessary measures. In this case, the expenses required for the aforementioned measures shall be borne by the customer if the reasons for sickness or injury are not attributable to JR Tokai Tours, and the customer is required to pay said expenses by the deadline specified by JR Tokai Tours in the manner specified by JR Tokai Tours.
- (5) In the event that the customer loses the coupons, the customer shall be responsible for the fees and charges of transportation facilities associated with the reissuance of said coupons. In this case, the fees and charges shall be the amount specified by the transportation facilities.

#### 22. Optional tours or provision of information

- (1) The application of Clause 20 (Special compensation) for agent-organized tours that are planned and implemented by JR Tokai Tours for a separate participation fee for customers who are participating in JR Tokai Tours' agent-organized tour (hereafter referred to as "JR Tokai Tours optional tours") shall be treated by JR Tokai Tours as a part of the content of the main agent-organized tour agreement. JR Tokai Tours optional tours shall be indicated as "planned by JR Tokai Tours" on the brochure or website, etc.
- (2) If it is indicated on the brochure or website that the optional tour is operated by a company other than JR Tokai Tours, JR Tokai Tours shall pay compensation or consolation payments based on the stipulations of Clause 20 (Special compensation) for damages stipulated in this Clause that were suffered by customers participating in the aforementioned optional tour (however, this does not apply when the date of the optional tour is on a day on which no services are provided for the main agent-organized tour, and this fact is indicated on the brochure, website, or final documents). The responsibilities of the operator of the optional tour and the customer's responsibilities shall be as defined by the operator of the optional tour.
- (3) When JR Tokai Tours lists possible sports, etc., on the brochure or website "merely to provide information," this shall be clearly indicated. In this case, the special compensation stipulations of Clause 20 shall apply in the event of any damages that the customer may suffer during participation in these possible sports, etc. (however, this does not apply when the date of the optional tour is on a day on which no services are provided for the main agent-organized tour, and this fact is indicated on the brochure, website, or final documents); however, JR Tokai Tours shall not accept liability for anything else.

#### 23. Itinerary booking guarantee

- (1) In the event of any major changes to the content of the agreement as indicated in the left column of the table below (excluding changes stipulated in 1, 2, and 3 below), JR Tokai Tours shall pay the customer compensation for changes, obtained by multiplying the "Tour costs" stipulated in Clause 7 by the rate indicated in the right column of the following table, within 30 days counting from the day after the tour ends. However, if JR Tokai Tours is found to be liable for such changes based on the stipulations of Clause 19(1), the payment made by JR Tokai Tours shall not be considered as compensation for changes, but as a part/entire amount of the compensation for damages.
- 1) JR Tokai Tours shall not pay compensation for changes due to the following reasons (however, compensation for changes shall be paid for changes due to a shortage of seats, rooms, or other facilities of the transportation/accommodation facilities, etc., in spite of services being provided):  
(a) Bad weather or natural disasters that affect the travel itinerary; (b) wars; (c) riots; (d) governmental orders; (e) suspension of tour services, such as cancellation, service interruption, or suspension of operation by transportation/accommodation services, etc.; (f) provision of transportation services that differ from the initial operating plan due to delays and changes in the transportation schedule, etc.; (g) measures required to protect the life or physical safety of tour participants.
- 2) If the changes are associated with cancellation of the tour agreement in accordance with the stipulations of Clause 15 and Clause 16, JR Tokai Tours shall not pay compensation for changes.
- 3) If the order in which tour services are provided as described on the brochure or website changes, JR Tokai Tours shall not pay compensation for changes if the aforementioned tour services are provided during the tour.
- (2) Notwithstanding the stipulations of (1) of this Clause, the maximum amount of compensation for changes that JR Tokai Tours shall pay per tour agreement shall be the amount obtained by multiplying the "tour costs" stipulated in Clause 7 by 15%. Furthermore, if the compensation for changes to be paid per tour agreement is less than 1,000 yen per customer, JR Tokai Tours shall not pay compensation for changes.
- (3) With the customer's consent, JR Tokai Tours may offer goods or services of an amount equivalent to the monetary payment for compensation for changes or damages instead of cash.

Amount of change compensation=Rate per change×tour cost

Changes requiring the payment of change compensation	Rate per change	
	Before the tour's beginning	After the tour's beginning
I. Change of the tour's beginning or ending date indicated in the brochure, website, or final documents	1.5%	3.0%
II. Change of touristic sites or touristic facilities (including restaurants) and other travel destinations to be entered indicated in the brochure, website, or final documents	1.0%	2.0%
III. Change of transport facilities indicated in the brochure, website, or final documents to lower-class or cheaper facilities (limited to cases where the class and total fares of facilities after the change fall below those of the facilities indicated in the brochure, website, or final documents)	1.0%	2.0%
IV. Change of the type or company name of the transport facilities indicated in the brochure, website, or final documents	1.0%	2.0%
V. Change of flights to one employing a different airport than the airport serving as the tour's place of departure or of the airport serving as the tour's final destination in Japan indicated in the brochure, website, or final documents	1.0%	2.0%
VI. Change of a direct flight indicated in the brochure, website, or final documents to connecting or indirect flights	1.0%	2.0%
VII. Change of the type and name of the lodging facilities indicated in the brochure, website, or final documents	1.0%	2.0%
VIII. Change of the room type, facilities, scenic view and other room conditions indicated in the brochure, website, or final documents	1.0%	2.0%
IX. Change to matters out of those listed above indicated in the tour name on the brochure, website, or final documents	2.5%	5.0%

Note 1: In the case that any variance arises between the contents listed on the brochure or website and the details listed in the final documents, or between details listed in the final documents and the contents of the Travel Services that are actually provided, each shall be treated as one change.

Note 2: Only the rate set forth in item 9 shall apply to the changes set forth in item 9, and rates from items 1 to 8 shall not apply.

Note 3: One case is defined as follows: One case per transportation boarded for a transport facility; one case per each overnight stay for lodging facility; one case for each applicable matter for other travel services.

Note 4: Even if multiple changes set forth in items 4, 7, or 8 occur for a boarded transportation or single overnight stay, the changes shall be treated as one change per transportation boarded or overnight stay.

Note 5: If the transport facilities set forth in items 3 and 4 entails lodging, each overnight stay shall be treated as one case.

Note 6: Changes of company name of transport facilities set forth in item 4 and changes of lodging facility name in item 7 refer to changes in the transport or lodging facilities themselves.

Note 7: Changes of company name of transport facilities set forth in item 4 shall not be applicable when making a change to higher-grade or more expensive facilities.

#### 24. Tour conditions according to the correspondence agreement

JR Tokai Tours et al. may accept bookings for the tour from customers who are cardholders (hereafter referred to as "cardholders" or "a credit card company" (JR Tokai Tours is affiliated with (hereafter referred to as "affiliated companies"), on the condition that "payments such as tour costs and cancellation fees can be made without the cardholder's signature" (hereafter referred to as "correspondence agreement"). The terms and conditions of the correspondence agreement differ from the usual terms and conditions of the tour as follows:

(Some travel agencies may not be able to accept correspondence agreements. Also, the cards that can be used will depend upon the travel agency.)

- (1) In the case of credit cards mentioned in this Clause refers to the date on which payments and reimbursements of tour costs, etc., are made by the cardholder or JR Tokai Tours, in accordance with the tour agreement.
- (2) At the time of booking, the customer shall notify JR Tokai Tours et al. of the "credit card number" and "card expiration date."
- (3) With tour agreements that take the form of correspondence agreements, in the case of notification of consent via mail from JR Tokai Tours et al., the agreement is concluded when JR Tokai Tours et al. sends out the notification, and in the case of notification of consent through electronic means such as telephone or e-mail from JR Tokai Tours et al., the agreement is concluded when the customer receives this notification.
- (4) JR Tokai Tours et al. shall receive payment of the "tour costs in the amount stated on the brochure or website" or "Cancellation fees" stipulated in Clause 14 by a credit card of an affiliated company without the cardholder's signature on the prescribed pay slip. In this case, the date on which the card was charged or the tour costs shall be the "conclusion date of the agreement."
- (5) If the customer requests to cancel the agreement, JR Tokai Tours et al. shall refund the amount of the tour costs minus the cancellation fees within 7 days (30 days in the case of cost reduction or cancellation after tour departure) counting from the day after the cancellation request was made as the date of credit card use.
- (6) If payment using the credit card provided by the cardholder is not possible for credit issues, etc., JR Tokai Tours et al. shall cancel the correspondence agreement, and the customer shall be required to pay the tour costs by cash by the deadline designated separately by JR Tokai Tours et al. If the payment cannot be made by said deadline, the customer shall be required to pay penalty charges of an amount equal to the cancellation fees of Clause 14(1).

#### 25. Taking out a domestic travel insurance policy

Injuries during travel may require a large amount of medical costs and transportation expenses, etc. In the event of an accident, it may be very difficult to seek compensation for damages from the party at fault or to collect compensation. In order to protect yourselves from such events, we recommend that customers take out their own domestic travel insurance policy with sufficient coverage. Please inquire with the sales representative of the travel agency regarding domestic travel insurance policies.

#### 26. Handling of personal information

- (1) When customers book tours, JR Tokai Tours et al. obtains the personal information provided by the customer for the items required for booking. It is up to the customer to select the personal information to provide to JR Tokai Tours; however, the customer's booking or requests may not be accepted if personal information is not or only partially provided, thereby preventing JR Tokai Tours from contacting the customer, making arrangements of tour services, and conducting the necessary procedures to receive such services.
- (2) The personal information obtained in the previous paragraph shall be used by JR Tokai Tours et al. to contact customers, and also to the extent necessary to make arrangements for tour services and to receive such services, as well as shopping at souvenir shops in travel destinations for the convenience of customers. The personal information shall also be provided to the transportation and accommodation facilities described on the brochure or website for the tour booked, insurance companies, and company representatives by electronic means, etc. In addition, JR Tokai Tours et al. may use the customer's personal information for the following:  
1. Informing customers about the products, services, and campaigns of JR Tokai Tours et al. and affiliates of JR Tokai Tours et al.  
2. Requesting feedback after tour participation  
3. Requesting customers to complete surveys  
4. Provision of promotional services  
5. Creation of statistical data
- (3) JR Tokai Tours may outsource a part of or all of the work involving the handling of personal information obtained in (1) of this Clause to other companies for tour conductor services and airport services, etc. In this case, JR Tokai Tours shall select the outsourcing companies using JR Tokai Tours' criteria and shall only entrust them with the personal information after concluding a confidentiality agreement.
- (4) JR Tokai Tours has assigned personal information protection managers to each of its branch offices. Please refer here (<http://www.jrtours.co.jp/>) for inquiries regarding the handling of personal information at JR Tokai Tours.

#### 27. Reference dates for tour conditions and tour costs

The reference dates for the tour conditions and tour costs shall be as specified on the brochure or website.

#### 28. Other

- (1) The customer is responsible for expenses incurred when asking a tour conductor to provide personal guidance or help with shopping, etc., expenses incurred due to illness or injury, etc., expenses associated with collecting luggage that has been inadvertently lost or left behind by the customer, and expenses required for making arrangements separate from the group.
- (2) The tour may make stops at souvenir shops for the convenience of customers, but all purchases made shall be the responsibility of the customer. JR Tokai Tours shall not provide assistance with exchanges or returns of products.
- (3) If the customer consents to the flex traveler system in which airlines may request customers to voluntarily board an aircraft other than the scheduled aircraft, and boards an aircraft other than the one arranged by JR Tokai Tours, JR Tokai Tours' obligations with respect to travel arrangement and itinerary management shall be deemed to have been met, and JR Tokai Tours shall be exempt from any liabilities with regards to itinerary booking guarantee and special compensation for the changed portion.
- (4) JR Tokai Tours shall not re-conduct the tour under any circumstances.
- (5) Participation in JR Tokai Tours' agent-organized tour may allow customers to receive mileage services from airline companies; however, the customer should contact the airline directly for registration or inquiries regarding such services. JR Tokai Tours shall not assume the liabilities set forth in Clause 19(1) and Clause 23(1) due to changes in the airline used.

As a rule, taxes such as consumption tax will be imposed if customers add liquor, meals, or other services at inns or hotels, etc.

In the event questions arise in relation to non-Japanese language indications of these terms and conditions, the Japanese terms and conditions shall be considered the authentic text.