

## **Travel Agency Terms and Conditions (Part of Package Tour Contract)**

Japan Association of Travel Agents (General Incorporated Association) Guaranteed Member

Nankai International Travel Co., Ltd.

(2020.04.01)

### **Chapter I General Provisions**

- (Scope of application)

#### **Article 1**

The contract for an Agent-Organized Tour concluded between our company and the traveler (hereinafter referred to as the "Agent-Organized Tour Contract") shall be governed by these General Terms and Conditions. Any matters not provided for in these General Terms and Conditions shall be governed by laws and regulations or generally established practices.

2If we enter into a special written agreement that does not violate laws and regulations and is not disadvantageous to the traveler, that special agreement will take precedence notwithstanding the provisions of the preceding paragraph.

- (Definition of terms)

#### **Article 2**

In these General Terms and Conditions, an « Agent-Organized Tour » means a travel that is implemented based on a travel plan that is prepared in advance by our company for the purpose of recruiting travelers, which specifies the destination and itinerary of the travel, the content of the transportation or accommodation services that the traveler can receive, and the amount of the travel fee that the traveler should pay to our company.

2In these terms and conditions, "domestic travel" means travel solely within Japan, and "overseas travel" means travel other than domestic travel.

3In this section, a "Communications Contract" means an Agent-Organized Tour Contract which we conclude with a card member of a credit card company (hereinafter referred to as the "Affiliated Company") with which we or a company selling our Agent-Organized Tours on our behalf has an affiliate, upon receiving an application by telephone, mail, facsimile, or any other means of communication, in which the Traveler agrees in advance to settle the claims or debts that we have against the Traveler for the travel fee, etc. based on the Agent-Organized Tour Contract in accordance with the card membership rules of the Affiliated Company separately established on or after the date on which such claims or debts should be fulfilled, and in which the Traveler will pay the travel fee, etc. under the Agent-Organized Tour Contract in accordance with the methods specified in Article 12, Paragraph 2, the latter part of Article 16, Paragraph 1, and Article 19, Paragraph 2.

4In this section, "Electronic Acceptance Notice" means a notice of acceptance in response to an application for a contract, which is sent by, among other methods utilizing information and communications technology, through a telecommunications line connecting the computer, facsimile machine, telex or telephone (hereinafter referred to as "Computer, etc.") used by our company or a company selling our package tours on our behalf with the Computer, etc. used by the traveler.

5In these terms and conditions, "Card Use Date" means the date on which the Traveler or our company must pay the travel fare, etc. or fulfill the refund obligations under the package tour contract.

- (Contents of the travel contract)

#### **Article 3**

In an Agent-Organized Tour Contract, our company undertakes to make arrangements and manage the itinerary so that the traveler can receive transportation,

accommodation and other travel-related services (hereinafter referred to as "Tour Services") provided by transportation, accommodation, etc. in accordance with the travel itinerary determined by our company.

- (Arrangement agent)

#### Article 4

In performing an Agent-Organized Tour Contract, we may have another travel agent, a person who makes arrangements as a business, or other assistant, either in Japan or outside Japan, make all or part of the arrangements on our behalf.

### Chapter 2 Conclusion of Contracts

(Application for contract)

- Article 5

A traveler who wishes to apply to our company for an Agent-Organized Tour Contract must fill in the required particulars on an application form prescribed by our company (hereinafter referred to as the "Application Form") and submit it to our company together with an application fee of an amount separately determined by our company.

- 2Notwithstanding the provisions of the preceding paragraph, a traveler who intends to apply for a Communications Contract with our company must notify us of the name of the package tour for which he or she wishes to apply, the date of commencement of the trip, his or her membership number and other particulars (hereinafter referred to in the following Article as the "membership number, etc.").
- 3The application fee referred to in paragraph 1 will be treated as part of the travel fee or cancellation fee or penalty fee.
- 4If a traveler requires special consideration when participating in an agent-packaged tour, please notify us at the time of application. In this case, we will accommodate such requests to the extent possible.
- 5The expenses required for any special measures taken by our company for the traveler based on the application under the preceding paragraph shall be borne by the traveler.

(Reservations by phone, etc.)

- Article 6Our

company accepts reservations for agent-organized tour contracts by telephone, mail, facsimile, or other means of communication. In this case, the contract is not concluded at the time of the reservation, and the traveler must submit an application form and application fee or notify our company of his/her membership number, etc., in accordance with the provisions of Paragraph 1 or 2 of the preceding Article, within the period specified by our company after we have notified him/her of our acceptance of the reservation.

- 2When an application form and application fee have been submitted or a membership number, etc. has been notified in accordance with the provisions of the preceding paragraph, the order in which package tour contracts are concluded will be determined by the order in which the reservations are received.
- 3If the Traveler does not submit the application fee or does not notify us of his/her membership number, etc. within the period specified in Paragraph 1, we will treat the reservation as if it had not been made.

(Refusal to enter into a contract)

- Article 7

Our company may refuse to enter into an Agent-Organized Tour Contract in any of the following cases:

- oneWhen the participant does not meet the gender, age, qualifications, skills or other conditions for participating travelers specified by our company in advance.
- twoWhen the number of applicants reaches the planned number of applicants.
- threeWhen the Traveler is likely to cause inconvenience to other Travelers or hinder the smooth implementation of group activities.
- fourWhen a communications contract is to be concluded and the traveler's credit card is invalid, or the traveler is unable to settle part or all of the debt related to the travel fee, etc. in accordance with the card membership terms and conditions of the affiliated company.
- FiveWhen the traveler is deemed to be a member of an organized crime group, a quasi-member of an organized crime group, a person related to an organized crime group, a company related to an organized crime group, or a corporate racketeer or other anti-social force.
- SixWhen the traveler makes violent demands or unreasonable demands to our company, uses threatening words or actions or violence in connection with the transaction, or engages in acts similar to these.
- sevenWhen the traveler has spread rumors, used fraudulent means or used force to damage our company's reputation or interfere with our business, or has engaged in any other act equivalent to these.
- eightOther circumstances that are necessary for the Company's business.

(Time of Contract Formation)

- Article 8

A package tour contract shall be deemed to have been concluded when our company has agreed to the conclusion of the contract and has accepted the application fee referred to in Article 5, Paragraph 1.

- 2Notwithstanding the provisions of the preceding paragraph, a Communications Contract shall be deemed to have been concluded when the Company issues a notice of acceptance of the conclusion of the contract. However, if an electronic acceptance notice is issued for the contract, the contract shall be deemed to have been concluded when the notice reaches the traveler.

(Delivery of written contract)

- Article 9

Promptly after the contract specified in the preceding Article has been concluded, we will issue to the traveler a document stating the itinerary, the contents of the Travel Services, the travel fee, other conditions for the travel, and matters concerning our responsibility (hereinafter referred to as the "Contract Document").

- 2The scope of the travel services for which we are obligated to arrange and manage the itinerary under an agent-packaged tour contract shall be as set forth in the contract document referred to in the preceding paragraph.

(Final document)

- Article 10

If it is not possible to state the confirmed itinerary or the names of transportation or accommodation facilities in the Contract Document referred to in Paragraph 1 of the preceding Article, the Contract Document will list only the names of the accommodation facilities to be used and any transportation facilities that are important to indicate, and after the Contract Document is delivered, a document stating the confirmed status of these (hereinafter referred to as the "Confirmed Document") will be delivered by the date specified in the Contract Document, which will be no later than the day before

the start of the trip (or the start of the trip if the application for the Agent-Organized Tour Contract is made on or after the seventh day counting back from the day before the start of the trip).

- 2In the case of the preceding paragraph, if a traveler wishes to confirm the status of their arrangements, we will respond promptly and appropriately, even before the issuance of the Final Document.
- 3When the Final Document referred to in Paragraph 1 has been issued, the scope of the Travel Services for which we are obligated to arrange and manage the itinerary pursuant to the provisions of Paragraph 2 of the preceding Article will be specified as set out in said Final Document.

(Methods using information and communication technology)

- Article 11

When, with the traveler's prior consent, instead of issuing the document, Contract Document or Final Document which states the itinerary, content of travel services, travel fee and other conditions for the travel and matters concerning our responsibility to be issued to the traveler when concluding an Agent-Organized Tour Contract, our company has provided the traveler with the matters which should be stated in such document (hereinafter in this Article referred to as "Matters to Be Mentioned") by means of information and communications technology, we will confirm that the Matters to Be Mentioned have been recorded in a file kept in the communications equipment used by the traveler.

- 2In the case referred to in the preceding Paragraph, if the communications equipment used by the Traveler does not have a file for recording the Matters to Be Mentioned, we will record the Matters to Be Mentioned in a file (limited to one exclusively for the Traveler's use) kept in the communications equipment used by our company and confirm that the Traveler has viewed the Matters to Be Mentioned.

(Travel fee)

- Article 12

The Traveler must pay to our company the travel fee, the amount of which is stated in the Contract Document, by the due date stated in the Contract Document not later than the starting date of the travel.

- 2When a correspondence contract is concluded, the Company will receive payment of the travel fare in the amount stated in the contract document by card of the affiliated company without the traveler's signature on the designated slip. The card usage date will be the date the travel contract is concluded.

### **Chapter 3: Changes to the contract**

(Changes to contract contents)

- Article 13

In the event of a natural disaster, war, riot, suspension of the provision of Travel Services by transportation and accommodation facilities, etc., orders from a government or public agency, provision of transportation services not in accordance with the original operation plan, or any other event beyond our control, if this is unavoidable in order to ensure the safe and smooth implementation of the travel, we may change the itinerary, the contents of Travel Services, and other contents of the Agent-Organized Tour Contract (hereinafter referred to as the "Contract Contents"), by explaining to the traveler promptly in advance the reasons why the event in question is beyond our control and the causal relationship between the event and the event.

However, in the case of an emergency and if it is unavoidable, we will explain this after the change has been made.

(Changes in the amount of the travel fare)

- Article 14

If the fares and charges applicable to the transportation facilities used in operating an Agent-Organized Tour (hereinafter in this Article referred to as "Applicable Fares and Charges") are increased or reduced by a degree that far exceeds what would normally be expected, due to a significant change in economic conditions or the like, compared with the applicable fares and charges published as valid at the time of soliciting the Agent-Organized Tour, we may increase or reduce the amount of the travel price within the amount of the increase or reduction.

- 2If we increase the travel fee in accordance with the preceding Paragraph, we will notify the traveler to that effect prior to the 15th day counting back from the day immediately preceding the commencement date of the travel.
- 3If the applicable fares and charges as provided for in Paragraph 1 are reduced, we will reduce the travel price by the amount of the reduction in accordance with the provisions of the same Paragraph.
- 4If a change in the Contract Contents pursuant to the provisions of the preceding Article results in a decrease or increase in the costs required for the implementation of the trip (including cancellation fees, penalty charges, and other costs already paid or to be paid in the future for Travel Services that were not provided due to the change in the Contract Contents in question) (except when the increase in costs is due to a shortage of seats, rooms, or other facilities at the transportation and accommodation facilities, etc. despite the fact that the transportation and accommodation facilities, etc. are providing the Travel Services in question), we may change the amount of the travel price within the amount of the decrease or increase in the cost required for the implementation of the trip ...
- 5If the contract document specifies that the tour price will vary depending on the number of people using transportation and accommodation facilities, etc., and if the number of people using the facility changes after the conclusion of the package tour contract through reasons not attributable to the Company, the Company may change the amount of the tour price in accordance with the document.

(Change of traveller)

- Article 15

A traveler who has concluded an Agent-Organized Tour Contract with our company may, with our consent, transfer his/her contractual status to a third party.

- 2When a Traveler wishes to request our consent as provided for in the preceding paragraph, he/she must fill in the required items on a form prescribed by our company and submit it to our company together with the required amount of fee.
- 3The transfer of the contractual status referred to in Paragraph 1 shall take effect at the time of our consent, and thereafter the third party who has taken over the status under the Travel Contract shall succeed to all of the Traveler's rights and obligations regarding the said package tour contract.

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

(Traveler's right to cancel)

- Article 16

A traveler may cancel an agent-organized tour contract at any time by paying to our company the cancellation fee specified in Schedule 1. In the case of canceling a communications contract, our company will receive payment of the cancellation fee by card of an affiliated company without the traveler's signature on the designated slip.

- 2Notwithstanding the provisions of the preceding paragraph, a traveler may cancel an agent-packaged tour contract before the start of the trip without paying the cancellation fee in any of the following cases:

- oneWhen the contents of the contract are changed by our company, provided that the change is limited to those listed in the upper column of Schedule 2 or other important changes.
- twoWhen the travel price is increased pursuant to the provisions of Article 14, Paragraph 1.
- threeWhen a natural disaster, war, riot, suspension of travel services by transportation or accommodation providers, orders from government agencies, or other events occur, making it impossible or highly likely that the safe and smooth operation of the trip will become impossible.
- fourWhen we have not issued the Final Document to the Traveler by the date specified in Article 10, Paragraph 1.
- FiveWhen it becomes impossible to carry out the trip according to the travel itinerary stated in the contract document due to reasons attributable to our company.
- 3If, after the commencement of the travel, a Traveler is unable to receive the Travel Services mentioned in the Contract Document due to reasons not attributable to the Traveler, or if the Company notifies the Traveler to that effect, the Traveler may, notwithstanding the provisions of Paragraph 1, cancel the Contract for that part of the Travel Services that he or she is no longer able to receive, without paying the cancellation fee.
- 4In the case of the preceding paragraph, our company will refund to the traveler the amount of the travel fee for the part of the travel services that the traveler was unable to receive, unless the case in the preceding paragraph is due to reasons not attributable to our company, in which case we will refund to the traveler the amount remaining after deducting from the said amount the cancellation fee, penalty fee, and other costs that have already been paid or that must be paid in the future for the travel services in question.

(Our right of cancellation, etc. - cancellation before the start of the trip)

- Article 17

In any of the following cases, we may cancel the Agent-Organized Tour Contract before the commencement of the travel, explaining the reasons to the traveler:

- oneWhen it is discovered that the traveler does not meet the gender, age, qualifications, skills, or other conditions for participating travelers that we have specified in advance.
- twoWhen the Traveler is deemed unable to undergo the trip due to illness, absence of a necessary caregiver, or other reasons.
- threeWhen it is deemed that the Traveler may cause inconvenience to other Travelers or hinder the smooth operation of the group tour.
- fourWhen the traveler requests an unreasonable burden in relation to the contents of the contract.
- FiveWhen the number of travelers does not reach the minimum number of participants stated in the contract document.
- SixWhen there is an extremely high risk that the travel conditions, such as the amount of snowfall required for a skiing trip, which were clearly stated at the time of concluding the contract will not be fulfilled.
- sevenWhen a natural disaster, war, riot, suspension of travel services by transportation or accommodation providers, orders from government agencies, or other events beyond our control occur, making it impossible or highly likely that the safe and smooth operation of the trip according to the itinerary stated in the contract document will become impossible.
- eightIn the case where a communications contract has been concluded, when the traveler's credit card becomes invalid or the traveler is unable to settle part or all of the debt related to the travel fee, etc. in accordance with the card membership terms and conditions of the affiliated company.
- nineWhen it is found that the traveler falls under any of items 5 to 7 of Article 7.

- 2If the Traveler fails to pay the Travel Price by the date mentioned in the Contract Document referred to in Article 12, Paragraph 1, the Traveler will be deemed to have cancelled the Agent-Organized Tour Contract on the day following that date. In this case, the Traveler must pay to our company a penalty charge in an amount equivalent to the cancellation fee specified in the preceding Article, Paragraph 1.
- 3If we intend to cancel an Agent-Organized Tour Contract for the reasons set forth in Paragraph 1, Item 5, we will notify the traveler of our intention to cancel the trip, counting back from the day before the commencement date of the trip, before the thirteenth day in the case of a domestic trip (the third day in the case of a day trip), or the twenty-third day in the case of an overseas trip (the thirty-third day in the case of a trip commencing during the peak hours specified in Schedule 1).

(Our right to cancel – cancellation after the start of the trip)

- Article 18

In any of the following cases, we may cancel part of the Agent-Organized Tour Contract, even after the start of the trip, by explaining the reasons to the traveler:

- oneWhen the traveler is unable to continue the trip due to illness, absence of necessary assistance, or other reasons.
  - twoWhen a traveler violates the instructions of our tour conductor or other persons for the safe and smooth operation of the trip, or disrupts the discipline of group activities by assaulting or threatening such persons or other accompanying travelers, thereby hindering the safe and smooth operation of the trip.
  - threeWhen it is found that the traveler falls under any of items 5 to 7 of Article 7.
  - fourWhen it becomes impossible to continue the trip due to a natural disaster, war, riot, suspension of travel services by transportation or accommodation providers, orders from government agencies, or other events beyond our control.
- 2If the Company cancels an Agent-Organized Tour Contract in accordance with the provisions of the preceding paragraph, the contractual relationship between the Company and the Traveler will be extinguished prospectively. In this case, the Company's obligations regarding the Travel Services already received by the Traveler will be deemed to have been validly repaid.
- 3In the case referred to in the preceding Paragraph, we will refund to the Traveler the amount of the travel fee relating to that portion of the Travel Services which the Traveler has not yet received, minus the amount of the cancellation fee, penalty charge, and other costs already paid or to be paid in the future for such Travel Services.

(Travel fare refund)

- Article 19

If the travel fee has been reduced in accordance with the provisions of Article 14, Paragraphs 3 to 5, or if the Agent-Organized Tour Contract has been cancelled in accordance with the provisions of the preceding three Articles, resulting in an amount to be refunded to the Traveler, our company will refund the amount to the Traveler within seven days counting from the day following the date of cancellation in the case of a refund due to cancellation before the start of the travel, or within 30 days counting from the day following the last day of the travel mentioned in the Contract Document in the case of a refund due to a reduction in the fee or cancellation after the start of the travel.

- 2If we have concluded a Communications Contract with the Traveler and the travel fee has been reduced in accordance with the provisions of Paragraphs 3 to 5, Article 14, or the Communications Contract has been cancelled in accordance with the provisions of the preceding three Articles, resulting in an amount due to be refunded to the Traveler, we will refund said amount to the Traveler in accordance with the card membership rules of

the Affiliated Company. In this case, we will notify the Traveler of the amount due to be refunded within seven days from the day following the cancellation in the case of a refund due to cancellation before the start of the travel, or within thirty days from the day following the end of the travel stated in the Contract Document in the case of a refund due to a reduction or cancellation after the start of the travel, and the day on which we have so notified the Traveler will be considered the Card Use Date.

- 3The provisions of the preceding two Paragraphs shall not prevent the Traveler or the Company from exercising the right to claim compensation for damages in accordance with the provisions of Article 27 or Article 30, Paragraph 1.

(Return arrangements after contract termination)

- Article 20

If our company cancels an agent-organized tour contract after the start of the trip in accordance with the provisions of Article 18, Paragraph 1, Items 1 or 4, we will undertake, at the traveler's request, to make arrangements for the travel services necessary for the traveler to return to the place of departure of the trip. 2 In the case of the preceding paragraph, all expenses required for the trip to return to the place of departure shall be borne by the traveler.

## **Chapter 5: Organization/Group Contracts**

(Group contract)

- Article 21

Our company will apply the provisions of this Chapter to the conclusion of an Agent-Organized Tour Contract applied for by multiple travelers traveling on the same itinerary at the same time who have designated a responsible representative (hereinafter referred to as the "Contract Person").

(Contract Responsible Person)

- Article 22

Except when a special agreement has been concluded, our company will deem the Contract Representative to have full power of attorney regarding the conclusion of an Agent-Organized Tour Contract for the Travelers constituting the party or group (hereinafter referred to as the "Member(s)"), and will conduct transactions concerning the travel business for said party or group with said Contract Representative.

2The contracting officer must submit a list of members to the Company by the date specified by the Company.

3The Company shall not be liable for any debts or obligations that the Contracting Party currently owes or is expected to owe in the future to any Member.

4If the Contract Representative does not accompany the party or group, after the start of the trip, our company will deem a member selected in advance by the Contract Representative to be the Contract Representative.

## **Chapter 6 Itinerary Management**

(Itinerary management)

- Article 23

Our company will endeavor to ensure the safe and smooth operation of the travel for the traveler, and will perform the following services for the traveler. However, this does not apply if we have concluded a different special agreement with the traveler.

- oneIf it is deemed that there is a risk that a traveler will not be able to receive travel services during the trip, take the necessary measures to ensure that the travel services are provided in accordance with the package tour contract.



- If, despite taking the measures set forth in the preceding paragraph, it becomes necessary to change the contents of the contract, we will make arrangements for alternative services. In this case, if the travel itinerary is changed, we will make efforts to ensure that the changed travel itinerary conforms to the purpose of the original travel itinerary, and if the content of the travel services is changed, we will make efforts to ensure that the changed travel services are similar to the original travel services, and we will make efforts to keep the changes to the contract contents to a minimum.

(Our instructions)

- Article 24

If a Traveler acts in a group from the start to the end of the trip, he/she must follow our instructions for the safe and smooth operation of the trip.

(Tour conductor duties, etc.)

- Article 25

Depending on the content of the travel, our company may have a tour conductor or other persons accompany the travel to perform all or part of the services listed in the items of Article 23 or any other services that our company deems necessary incidental to the package tour in question.

- 2The hours during which tour conductors and other personnel referred to in the preceding paragraph may engage in the work referred to in said paragraph shall, in principle, be from 8:00 to 20:00.

(Protective measures)

- Article 26

If we deem that a traveler is in need of protection due to illness, injury, etc. during the trip, we may take the necessary measures. In this case, if this is not due to reasons attributable to our company, the expenses incurred in taking such measures shall be borne by the traveler, who must pay such expenses by the date and in the manner designated by our company.

## Chapter 7 Responsibility

(Our responsibility)

- Article 27

If, in the performance of an Agent-Organized Tour Contract, we or a person whom we have appointed to make arrangements on our behalf in accordance with the provisions of Article 4 (hereinafter referred to as the "Arrangements Agent") has caused damage to a traveler intentionally or through negligence, we will be liable to compensate for the damage, provided that we are notified of this within two years counting from the day following the occurrence of the damage.

- 2If a Traveler suffers damage due to a natural disaster, war, riot, suspension of travel services provided by transportation or accommodation facilities, etc., orders from government agencies, or other causes beyond the control of our company or our travel arrangements agent, we shall not be liable for compensation for the damage, except in the case of the preceding paragraph.
- 3Notwithstanding the provisions of Paragraph 1, with regard to damage caused to baggage as referred to in the same paragraph, we will compensate up to a maximum of 150,000 yen per Traveler (except in cases where the damage is caused intentionally or by gross negligence on the part of our company), only if we are notified within 14 days in the case of domestic travel, or within 21 days in the case of overseas travel, counting from the day following the day on which the damage occurred.

(Special compensation)

- Article 28

Regardless of whether or not our company is responsible under the provisions of Paragraph 1 of the preceding Article, we will pay compensation and solatium in the amounts specified in advance for certain damage suffered by a traveler to his/her life, person or baggage while participating in an agent-organized tour, in accordance with the Special Compensation Rules in a separate document.

- 2If the Company is liable for the damage referred to in the preceding paragraph pursuant to the provisions of Paragraph 1 of the preceding Article, the compensation paid by the Company under the preceding paragraph shall be deemed to be the amount of damages payable based on that liability, up to the limit of the amount of damages payable.
- 3In the case provided for in the preceding paragraph, our obligation to pay compensation under the provisions of Paragraph 1 shall be reduced by an amount equivalent to the damages (including compensation deemed to be damages pursuant to the provisions of the preceding paragraph) that we are required to pay pursuant to the provisions of Paragraph 1 of the preceding Article.
- 4With regard to package tours that are organized by our company for travelers who are participating in package tours with our company and for which a separate travel fee is collected, such package tours will be treated as part of the contents of the main package tour contract.

(Itinerary guaranteed)

- Article 29

In the event of a significant change to the contract contents set out in the left-hand column of Schedule 2 (excluding any of the changes set out in the following items (excluding changes due to a shortage of seats, rooms or other facilities at the transportation and accommodation facilities, etc. despite the transportation and accommodation facilities, etc. continuing to provide the travel services)), our company will pay a change compensation amounting to an amount equal to or greater than the travel price multiplied by the rate set out in the right-hand column of the same Schedule, within 30 days from the day following the last day of the travel. However, this does not apply if it is clear that our company will incur liability pursuant to the provisions of Article 27, Paragraph 1 for the change in question.

- oneChanges due to the following reasons:

- stomachnatural disaster

Bwar

Hariot

DGovernment orders

HoSuspension of travel services such as transportation and accommodation facilities

FProvision of transportation services that are not based on the original operation plan

toMeasures necessary to ensure the safety of the lives and bodies of travel participants

- twoChanges relating to the cancelled part of an Agent-Organized Tour Contract when the Contract is cancelled in accordance with the provisions of Articles 16 to 18
- 2The amount of change compensation to be paid by our company shall be limited to the amount obtained by multiplying the tour price by a rate determined by our company of at least 15% per traveler per package tour. Furthermore, if the amount of change compensation to be paid by one traveler per package tour is less than 1,000 yen, our company will not pay change compensation.

- 3If, after we have paid the alteration compensation in accordance with the provisions of Paragraph 1, it becomes clear that we will incur liability in accordance with the provisions of Article 27, Paragraph 1 as a result of the change, the traveler must return the alteration compensation for the change to us. In this case, we will pay the amount remaining after offsetting the amount of the damages which we should pay in accordance with the provisions of the same Paragraph against the amount of the alteration compensation which the traveler should return.

(Traveler's Responsibility)

- Article 30  
If the Company has suffered damage due to the intention or negligence of a Traveler, the Traveler must compensate for the damage.
- 2When entering into a package tour contract, the traveler must make an effort to understand the traveler's rights and obligations and other contents of the package tour contract by making use of the information provided by our company.
- 3In order to smoothly receive the travel services described in the Contract Document, if a traveler becomes aware after the start of the trip that travel services different from those described in the Contract Document have been provided, he/she must promptly notify our company, our travel agent or the travel service provider in question at the travel destination.

## Chapter 8 Payment Guarantee Bonds

(Payment Guarantee Bond)

- Article 31:  
Our company is a guarantor member of the Japan Association of Travel Agents (3-3-3 Kasumigaseki, Chiyoda-ku, Tokyo).
- 2A traveler or a member who has concluded a package tour contract with our company may receive repayment of claims arising from that transaction up to 100 million yen from the repayment guarantee bond deposited by the Japan Association of Travel Agents, a general incorporated association, as referred to in the preceding paragraph.
- 3In accordance with the provisions of Article 22-10, Paragraph 1 of the Travel Agency Act, we have paid our share of the reimbursement guarantee fund to the Japan Association of Travel Agents (General Incorporated Association), and therefore have not deposited a business guarantee fund in accordance with Article 7, Paragraph 1 of the same Act.

(Filing a complaint)

- If a traveler has a complaint about the travel services of our company and the parties involved are unable to resolve it between themselves, they may apply to the following association for assistance in resolving the complaint.

- Notes -

<b>name</b>	Japan Association of Travel Agents
<b>location</b>	3-3-3 Kasumigaseki, Chiyoda-ku, Tokyo
<b>phone</b>	(03)3592-1266

[Appendix 1] Cancellation Fee (Article 16, Paragraph 1)

oneDomestic travel cancellation fees

<b>classification</b>	Cancellation fee
(1) Package tour contracts other than those in the following paragraph, paragraph 3 and paragraph 4	

(a) In the case of cancellation on or after the 20th day (10th day in the case of a day trip) counting back from the day before the start of the trip (excluding the cases listed in (b) to (e)).	Up to 20% of the travel cost
(b) In the case of cancellation on or after the seventh day counting back from the day before the start of the trip (excluding the cases listed in (c) to (e)).	Up to 30% of the travel cost
(c) If you cancel the tour the day before the start date	Up to 40% of the travel cost
(d) When the contract is cancelled on the day the trip begins (excluding the cases listed in (e)).	Up to 50% of the travel cost
E. Cancellation after the start of the trip or non-participation without notice	Up to 100% of the travel cost
(2) A package tour contract that uses an air ticket under the same terms and conditions as those sold by an airline to consumers on a wide scale via a website, etc., and that clearly specifies in the contract document that the air ticket will be used, the name of the airline, and the conditions (hereinafter referred to as "air ticket cancellation conditions") and amounts of cancellation fees, penalty fees, refund fees, and other costs required to cancel an air transportation contract that the airline has set for the air ticket (hereinafter collectively referred to as "air ticket cancellation fees, etc.")).	
(a) When cancelling after the conclusion of the travel contract (excluding the cases listed in (b) to (f)).	Within the amount of ticket cancellation fees, etc. that would be incurred if the ticket cancellation conditions were applied at the time the travel contract was cancelled (hereinafter referred to as "ticket cancellation fees, etc. when the travel contract is cancelled").
(b) In the case of cancellation on or after the 20th day (10th day in the case of a day trip) counting back from the day before the start of the trip (excluding the cases listed in (c) to (f)).	Up to 20% of the travel cost or the airfare cancellation fee when canceling the travel contract, whichever is greater
(c) In the case of cancellation on or after the seventh day counting back from the day before the start of the trip (excluding the cases listed in (d) through (f)).	Up to 30% of the travel cost or the airfare cancellation fee when canceling the travel contract, whichever is greater
D. If you cancel the trip the day before the start date	Up to 40% of the travel cost or the airfare cancellation fee when canceling the travel contract, whichever is greater

(e) When the contract is cancelled on the day the trip begins (excluding the cases listed in (f)).	Up to 50% of the travel cost or the airfare cancellation fee when canceling the travel contract, whichever is greater
F. Cancellation after the start of the trip or non-participation without notice	Up to 100% of the travel cost
(3) An agent-packaged tour contract using an airline ticket (an airline ticket that can only display the total travel price, including accommodation and other expenses at the travel destination, for agent-packaged tours, and cannot display the fare or fee separately (limited to "individual inclusive tour fares" available for one person)), in which the contract document clearly states that the airline ticket will be used, the name of the airline, and the conditions (hereinafter collectively referred to as "air ticket cancellation conditions") and amounts of cancellation fees, penalty fees, refund fees, and other costs required to cancel the air transportation contract set by the airline for the airline ticket (hereinafter collectively referred to as "air ticket cancellation fees, etc.") (hereinafter referred to as "air ticket cancellation conditions," which can be confirmed on the airline's website, etc.).	
(a) In the case of cancellation after the conclusion of the Travel Contract (excluding the cases listed in (b) to (f)).	Within the amount of air ticket cancellation fees when canceling the travel contract
(b) In the case of cancellation on or after the twentieth day counting back from the day before the start of the trip (excluding the cases listed in (c) through (f)).	Up to 20% of the travel cost or the airfare cancellation fee when canceling the travel contract, whichever is greater
(c) In the case of cancellation on or after the seventh day counting back from the day before the start of the trip (excluding the cases listed in (d) through (f)).	Up to 30% of the travel cost or the airfare cancellation fee when canceling the travel contract, whichever is greater
D. If you cancel the trip the day before the start date	Up to 40% of the travel cost or the airfare cancellation fee when canceling the travel contract, whichever is greater
(e) When the contract is cancelled on the day the trip begins (excluding the cases listed in (f)).	Up to 50% of the travel cost or the airfare cancellation fee when canceling the travel contract, whichever is greater
F. Cancellation after the start of the trip or non-participation without notice	Up to 100% of the travel cost
(4) Package tour contracts using chartered ships	The cancellation fee will depend on the regulations for the vessel in question.
Notes:	
(1) The amount of the cancellation fee will be clearly stated in the contract document. (2) In applying this table, "after the start of the trip" means "from the time when the provision of services begins" as defined in Article 2, Paragraph 3 of	

the Special Compensation Regulations. (3) In the cases of Paragraphs 2 and 3, if no ticket cancellation fees, etc. payable by our company to the airline have occurred in relation to the ticket, the amount of the ticket cancellation fees, etc. at the time of cancellation of the travel contract will be treated as free of charge, and if the ticket cancellation fees, etc. have been reduced by the airline, the amount of the reduced ticket cancellation fees, etc. will be treated as the amount of the ticket cancellation fees, etc. at the time of cancellation of the travel contract.

twoCancellation fees for overseas travel

classification	Cancellation fee
(1) Package tour contracts that use an airplane when leaving or returning to Japan, and package tour contracts that have a departure point and arrival point outside Japan (excluding the travel contracts listed in the following paragraphs to paragraph 4).	
(a) If the start date of the trip is during peak season and the trip is cancelled after the 40th day counting back from the day before the start date of the trip (excluding the cases listed in (b) to (d)).	Up to 10% of the travel cost
(b) In the case of cancellation on or after the 30th day counting back from the day before the start of the trip (excluding the cases listed in (c) and (d)).	Up to 20% of the travel cost
(c) When the contract is cancelled two days or more before the start date of the trip (excluding the cases listed in (d)).	Up to 50% of the travel cost
(d) Cancellation after the start of the trip or non-participation without notice	Up to 100% of the travel cost
(2) A package tour contract that uses an air ticket under the same terms and conditions as the air ticket sold by an airline to consumers on a website or other means when departing from or returning to Japan, and that clearly indicates in the contract document that the air ticket will be used, the name of the airline, the air ticket cancellation conditions, and the amount of the air ticket cancellation fee, etc. (excluding travel contracts listed in the next paragraph).	
(a) In the case of cancellation after the conclusion of the travel contract (excluding the cases listed in (b) to (e)).	Within the amount of air ticket cancellation fees when canceling the travel contract
(b) In the case where the start date of the trip is during peak season and the trip is cancelled on or after the 40th day counting back from the day before the start date of the trip (excluding the cases listed in (c) to (e)).	Up to 10% of the travel cost or the airfare cancellation fee when canceling the travel contract, whichever is greater
(c) In the case of cancellation on or after the 30th day counting back from the day before the start of the trip (excluding the cases listed in (d) and (e)).	Up to 20% of the travel cost or the airfare cancellation fee when canceling the travel contract, whichever is greater

(d) If the contract is cancelled two days or more prior to the start date of the trip (excluding the cases listed in (e)).	Up to 50% of the travel cost or the airfare cancellation fee when canceling the travel contract, whichever is greater
E. Cancellation after the start of the trip or non-participation without notice	Up to 100% of the travel cost
(3) Package tour contracts using chartered aircraft	
(a) In the case of cancellation on or after the 90th day counting back from the day before the start of the trip (excluding the cases listed in (b) to (d)).	Up to 20% of the travel cost
(b) In the case of cancellation on or after the 30th day counting back from the day before the start of the trip (excluding the cases listed in (c) and (d)).	Up to 50% of the travel cost
(c) In the case of cancellation on or after the 20th day counting back from the day before the start of the trip (excluding the cases listed in (d)).	Up to 80% of the travel cost
(d) In the case of cancellation or non-participation without notice on or after the third day prior to the day before the start of the trip.	Up to 100% of the travel cost
(4) Package tour contracts that include a cruise itinerary of three nights or more (excluding travel contracts listed in the next paragraph).	
(a) When the cancellation is made within the period in which the start date of the cruise, which is the starting date for calculating the cancellation fee collection period in the cancellation fee provisions for the cruise included in the itinerary, is read as the start date of the trip (excluding the cases listed in (b)).	<p>① If the number of nights during the cruise is 50% or more of the number of nights during the itinerary of the packaged tour (excluding those on board the aircraft; the same applies in ②), the rate is within half the cancellation fee rate applicable to the classification of the cancellation fee collection period for the cruise corresponding to that period.</p> <p>② If the number of nights during the cruise is less than 50% of the number of nights during the itinerary of the packaged tour, the rate is within one-quarter of the cancellation fee rate applicable to the cancellation fee collection period for the cruise corresponding to that period.</p>

(b) Cancellation after the start of the trip or non-participation without notice	Up to 100% of the travel cost
(5) Package tour contracts using a ship when leaving and returning to Japan	The cancellation fee will depend on the regulations for the vessel in question.
Note: "Peak periods" refer to the periods from December 20th to January 7th, April 27th to May 6th, and July 20th to August 31st.	
Notes:	
(1) The amount of the cancellation fee will be clearly stated in the contract document.	
(2) In applying this table, "after the start of the trip" means "from the time when the provision of services begins" as defined in Article 2, Paragraph 3 of the Special Compensation Regulations.	
(3) In the case of Paragraph 2, if no ticket cancellation fees, etc. payable by our company to the airline have occurred in relation to the ticket, the amount of the ticket cancellation fees, etc. at the time of cancellation of the travel contract will be treated as free of charge, and if the ticket cancellation fees, etc. have been reduced by the airline, the amount of the reduced ticket cancellation fees, etc. will be treated as the amount of the ticket cancellation fees, etc. at the time of cancellation of the travel contract.	

[Appendix 2] Compensation for changes (related to Article 29, Paragraph 1)

Changes that require payment of compensation for changes	Rate per case (%)	
	Before the trip starts	After the trip begins
(1) Changes to the start or end date of the trip as stated in the contract document	1.5	3.0
(ii) Changes to the tourist attractions or tourist facilities (including restaurants) to be visited or other travel destinations stated in the contract document.	1.0	2.0
(iii) A change to a lower-priced class or facility of transportation facilities stated in the Contract Document (only if the total amount of the fees for the changed class and facility is lower than that for the class and facility stated in the Contract Document).	1.0	2.0
(iv) Changes to the type of transportation facility or company name stated in the contract document.	1.0	2.0
(v) A change to a flight at a different airport in Japan where the trip begins or ends as stated in the contract document.	1.0	2.0
(vi) A change from a direct flight between Japan and a foreign country as stated in the contract document to a connecting or indirect flight.	1.0	2.0



(7) A change in the type or name of the accommodation facility stated in the Contract Document (except in cases where the Company has determined the grade of the accommodation facility and the grade of the accommodation facility after the change exceeds the grade of the accommodation facility stated in the Contract Document).	1.0	2.0
(viii) Changes to the type of room, facilities, scenery, or other room conditions of the accommodation facility as stated in the contract document.	1.0	2.0
9) Any change in any of the preceding items that is stated in the tour title of the contract document.	2.5	5.0
<p>Note 1: "Before the start of the trip" means that the traveler is notified of the change by the day before the start of the trip, and "after the start of the trip" means that the traveler is notified of the change on or after the start of the trip.</p> <p>Note 2: When a Final Document has been issued, this table shall apply, with "Contract Document" being read as "Final Document." In this case, if there is a change between the contents of the Contract Document and the contents of the Final Document, or between the contents of the Final Document and the contents of the Travel Services actually provided, each change shall be treated as one change.</p> <p>Note 3: If the transportation facility involved in the change specified in item 3 or 4 involves the use of accommodation facilities, each night's stay shall be treated as one change.</p> <p>Note 4: This does not apply to a change in the company name of the transportation facility specified in item 4 if it involves a change to one of higher grade or facilities. Note 5</p> <p>: The grade of the accommodation facility specified in item 7 shall be based on the list specified in the Contract Document at the time of the conclusion of the Travel Contract or the list available for viewing at our sales office or on our website.</p> <p>Note 6: Even if multiple changes as specified in item 4, 7, or 8 occur within one vehicle, ship, etc., or one overnight stay, they will be treated as one change per vehicle, ship, etc., or one overnight stay.</p> <p>Note 7: For changes as specified in item 9, the rates specified in items 1 to 8 will not apply, and item 9 will apply.</p>		

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