

Ministry of Land, Infrastructure, Transport and Tourism Notification No. 1593

We hereby give public notice that the Standard Travel Agency Terms and Conditions under Article 12-3 of the Travel Agency Act (Act No. 239 of 1952) (Ministry of Transport Notification No. 790 of 19 December 1995) have been amended in their entirety and are hereby established as follows.

16 December 2004

Last amended: 9 March 2026

Joint Notification No. 1 of the Japan Tourism Agency and the Consumer Affairs Agency and Tourism

Minister of Land, Infrastructure, Transport
and Tourism
Kitaside Kazuo

(Effective from 1 April 2026)

Standard Travel Agency Terms and Conditions

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Section on Package Tour Contracts

Chapter 1 General Provisions

(Scope of Application)

Article 1 Contracts concerning package tours concluded between the Company and travellers (hereinafter referred to as 'Package Tour Contracts') shall be governed by the provisions of these Terms and Conditions. Matters not provided for in these Terms and Conditions shall be governed by laws and regulations or generally established customs.

2. Notwithstanding the provisions of the preceding paragraph, where the Company has entered into a special agreement in writing that does not contravene laws and regulations and is not to the detriment of the traveller, such special agreement shall take precedence.

(Definitions)

Article 2 In these Terms and Conditions, 'Package Tour' means a tour organised and conducted by the Company in accordance with a travel plan prepared in advance for the purpose of recruiting travellers, which specifies the destination and itinerary of the tour, the details of the transport or accommodation services to be provided to the traveller, and the amount of the tour fare payable by the traveller to the Company.

2. In these Terms and Conditions, "domestic travel" means travel within Japan only, and "overseas travel" means travel other than domestic travel.

3 In this Part, "Communication Contract" means a package tour contract concluded between the Company and a card member of a credit card company (hereinafter referred to as the "Affiliated Company") with which the Company or a company selling the Company's package tours on its behalf has a partnership, via telephone, post, facsimile, the internet or other means of communication, and under which the traveller has agreed in advance that any claims or liabilities arising from the package tour contract held by the Company against the traveller in respect of travel costs, etc., shall be settled in accordance with the cardholder terms and conditions of the Partner Company, as separately stipulated, on or after the date on which such claims or liabilities are due to be fulfilled, and the travel costs, etc., under the said package tour contract are to be paid in accordance with the methods specified in the latter part of Article 12, paragraph 2, the second half of Article 16(1) and Article 19(2).

4 In these Terms and Conditions, 'Card Usage Date' means the date on which the traveller or the Company is required to fulfil the obligation to pay or refund the travel costs, etc., under the Package Tour Contract.

(Contents of the Travel Contract)

Article 3 Under the Package Tour Contract, the Company undertakes to make arrangements and manage the itinerary so that the traveller may receive transport, accommodation and other travel-related services (hereinafter referred to as 'travel services') provided by transport and accommodation providers, etc., in accordance with the travel itinerary specified by the Company.

(Arrangement Agent)

Article 4 In performing the Package Tour Contract, the Company may entrust all or part of the arrangements to other travel agents, persons engaged in the business of making arrangements, or other auxiliaries, both within and outside Japan.

Chapter II Conclusion of the Contract

(Application for Contract)

Article 5 A traveller wishing to apply to the Company for a package tour contract must complete the prescribed application form (hereinafter referred to as the "Application Form") with the required details and submit it to the Company together with an application fee of an amount separately determined by the Company.

2. Notwithstanding the provisions of the preceding paragraph, a traveller wishing to apply to the Company for a contract by correspondence must notify the Company of the name of the package tour for which the application is being made, the commencement date of the tour, the membership number and other details (hereinafter referred to as 'membership number, etc.' in the following Article).

3. The application fee referred to in paragraph 1 shall be treated as part of the travel cost or as part of the cancellation fee or penalty charge.

4. Travellers requiring special consideration when participating in a package tour must notify us of this at the time of applying for the contract. In such cases, we shall accommodate these requests to the extent possible.

5. Any costs incurred by the Company in taking special measures for the traveller based on the notification referred to in the preceding paragraph shall be borne by the traveller.

(Reservations by Telephone, etc.)

Article 6 The Company accepts reservations for package tour contracts via telephone, post, fax, the internet or other means of communication. In such cases, the contract is not concluded at the time of reservation; the traveller must, after the Company has notified them of its acceptance of the reservation, submit the application form and application fee to the Company, or provide their membership number, etc., within the period specified by the Company, in accordance with the provisions of Paragraph 1 or 2 of the preceding Article.

2 Where an application form and deposit have been submitted, or a membership number or similar details have been notified, in accordance with the provisions of the preceding paragraph, the order of conclusion of the package tour contract shall be determined by the order in which the reservation was accepted.

3 If the traveller fails to submit the application fee or notify the Company of their membership number, etc. within the period specified in paragraph 1, the Company shall treat the reservation as having not been made.

(Refusal to Conclude a Contract)

Article 7 The Company may refuse to conclude a package tour contract in the following cases.

~ Where the traveller does not meet the conditions regarding gender, age, qualifications, skills or other requirements for participants as specified in advance by our company.

2 When the number of applicants reaches the planned intake.

3 Where a traveller is likely to cause a nuisance to other travellers or hinder the smooth running of group activities.

4 Where a travel contract is to be concluded, but the traveller is unable to settle all or part of the debt relating to the travel costs, etc., in accordance with the cardholder terms and conditions of the partner company, for example, because the traveller's credit card is invalid. 5 Where the traveller is deemed to be a member of an organised crime group, an associate of such a group, a person connected with such a group, a company associated with such a group, a corporate extortionist, or any other anti-social force.

- 6 Where the traveller makes violent or unreasonable demands of the Company, or engages in threatening behaviour or the use of violence in relation to transactions, or acts equivalent thereto.
- 7 Where the traveller spreads rumours, uses deceit or force to damage the Company's reputation or obstruct the Company's business, or engages in acts equivalent thereto.
- 8 Where there are other operational requirements on our part.

(Time of Contract Formation)

Article 8 A package tour contract shall be deemed to have been concluded when the Company accepts the conclusion of the contract and has received the deposit referred to in Article 5, paragraph 1.

- 2 Notwithstanding the provisions of the preceding paragraph, a contract concluded by correspondence shall be deemed to have been concluded when a notification to the traveller stating that the Company has accepted the conclusion of the contract has reached the traveller.

(Delivery of Contract Documents)

Article 9 Promptly after the conclusion of the contract as stipulated in the preceding Article, the Company shall provide the traveller with a written document (hereinafter referred to as the 'Contract Document') setting out the itinerary, the details of the travel services, the travel price, other travel conditions, and matters concerning the Company's liability.

2. The scope of travel services which the Company is obliged to arrange and manage under a package tour contract shall be as set out in the written contract referred to in the preceding paragraph.

(Confirmation Document)

Article 10 Where it is not possible to set out the confirmed travel itinerary or the names of transport or accommodation providers in the contract document referred to in paragraph 1 of the preceding Article, the names of the accommodation providers to be used and the transport providers deemed significant for disclosure purposes shall be listed in a limited manner in said contract document; thereafter, the day before the commencement of the tour (or, where an application for a package tour contract is made on or after the seventh day prior to the commencement of the tour, the commencement date of the tour), a document setting out the confirmed details (hereinafter referred to as the 'Confirmation Document') shall be delivered by the date specified in said contract document.

2. In the case referred to in the preceding paragraph, should a traveller wishing to confirm the status of arrangements make an enquiry, the Company shall respond promptly and appropriately, even prior to the delivery of the Confirmation Document.
3. Where the Confirmation Document referred to in paragraph 1 has been provided, the scope of travel services which the Company is obliged to arrange and manage in accordance with the provisions of paragraph 2 of the preceding Article shall be specified as set out in said Confirmation Document.

(Methods utilising information and communication technology)

Article 11 Where the Company intends to conclude a package tour contract and, having obtained the traveller's prior consent, provides the traveller with a document setting out the itinerary, the content of the travel services, the travel price, other travel conditions and matters concerning the Company's liability, the Company shall, in lieu of delivering such a document, a contract document or a confirmation document, provide the matters to be set out in said document (hereinafter referred to in this Article as the "specified matters"), we shall confirm that the Specified Information has been recorded in a file on the communication device used by the traveller.

2. In the case referred to in the preceding paragraph, if the communication device used by the traveller does not have a file in which the Specified Information can be recorded, we shall record the Specified Information in a file on a communication device used by us (limited to those used exclusively for the traveller's purposes) and confirm that the traveller has viewed the Specified Information.

(Travel Costs)

Article 12 The traveller must pay the travel fare in the amount stated in the written contract to the Company by the date specified in the written contract prior to the commencement of the tour.

2. Where a telecommunications contract is concluded, the Company shall accept payment of the travel fare in the amount specified in the contract document via a partner company's card without the traveller's signature on the prescribed slip. Furthermore, the date of card use shall be deemed the date of conclusion of the travel contract.

Chapter III Amendments to the Contract

(Amendment of Contract Terms)

Article 13 The Company shall be free to change the contract terms in the event of natural disasters, acts of war, riots, the suspension of travel services by transport or accommodation providers, orders from public authorities, the provision of transport services not in accordance with the original itinerary, or other circumstances beyond the Company's control, the Company may, where it is unavoidable in order to ensure the safe and smooth conduct of the tour, change the tour itinerary, the content of the travel services, or other terms of the package tour contract (hereinafter the "Contract Terms"), provided that the Company promptly explains to the traveller in advance the reasons why such circumstances are beyond its control and the causal relationship between them and the change. However, in cases of emergency where it is unavoidable, we will provide an explanation after the change has been made.

(Changes to the Travel Price)

Article 14 With regard to the transport operators used in the conduct of a package tour, the applicable fares and (hereinafter referred to as 'applicable fares and charges' in this Article) are increased or reduced to an extent significantly exceeding what is normally anticipated, compared to the applicable fares and charges publicly announced as valid at the time they were specified during the solicitation of the package tour, due to significant changes in economic conditions or other factors, the Company may increase or reduce the amount of the travel cost within the scope of such increase or reduction.

2. Where the Company increases the travel price in accordance with the provisions of the preceding paragraph, it shall notify the traveller of this fact no later than the fifteenth day prior to the date of commencement of the tour, counting backwards from the day before the date of commencement.
3. Where a reduction is made to the applicable fares and charges specified in paragraph 1, the Company shall reduce the travel price by the amount of the reduction in accordance with the provisions of that paragraph.
4. Where a change to the contract details pursuant to the provisions of the preceding Article results in a reduction or increase in the costs required for the conduct of the tour (including cancellation fees, penalty charges and other costs already paid or to be paid in respect of travel services not received due to such change to the contract details) (excluding cases where the increase in costs is due to a shortage of seats, rooms or other facilities at transport or accommodation providers, etc., despite such providers being in the business of providing the relevant travel services) we may adjust the amount of the travel fare within the scope of such changes to the contract terms.
5. Where the Company has stated in the written contract that the travel price varies depending on the number of persons using transport or accommodation providers, etc., and where, after the conclusion of the package tour contract, the number of such persons changes for reasons not attributable to the Company, the Company may adjust the travel price in accordance with the terms set out in the written contract.

(Substitution of Travellers)

Article 15 A traveller who has concluded a package tour contract with the Company may, with the Company's consent, transfer their contractual status to a third party.

2. Where a traveller wishes to seek the Company's consent as provided for in the preceding paragraph, they must complete the prescribed form with the required details and submit it to the Company together with the prescribed handling fee.
3. The transfer of the contractual status referred to in paragraph 1 shall take effect upon our consent, and thereafter, the third party who has assumed the status under the travel contract shall succeed to all rights and obligations of the traveller under the relevant package tour contract.

Chapter IV Cancellation of the Contract

(Traveller's Right of Cancellation)

- Article 16 The traveller may cancel the package tour contract at any time by paying the cancellation fee specified in Appendix 1 to the Company. In the case of cancellation of a contract concluded via electronic means, the Company shall accept payment of the cancellation fee via a partner company's card without the traveller's signature on the prescribed form.
2. Notwithstanding the provisions of the preceding paragraph, the traveller may cancel the package tour contract prior to the commencement of the tour without paying a cancellation fee in the following cases:
 - ~ Where the terms of the contract have been altered by the Company; provided, however, that this shall apply only where such alteration is of a significant nature, such as those listed in the left-hand column of Appendix 2.
 - (ii) When the travel price is increased pursuant to the provisions of Article 14, paragraph 1.
 - (iii) Where natural disasters, war, riots, the suspension of travel services by transport or accommodation providers, orders from public authorities or other circumstances arise, rendering the safe and smooth conduct of the tour impossible or highly likely to become impossible.
 4. Where the Company has failed to deliver the confirmation document to the traveller by the date specified in Article 10, paragraph 1.
 - (v) Where, for reasons attributable to the Company, it becomes impossible to carry out the tour in accordance with the itinerary set out in the written contract.
 3. Notwithstanding the provisions of Paragraph 1, if, after the commencement of the tour, a traveller is unable to receive the travel services specified in the contract document for reasons not attributable to the traveller, or if the Company notifies the traveller to that effect, the traveller may cancel the contract in respect of the portion of the travel services that can no longer be received without paying a cancellation fee.
 4. In the case referred to in the preceding paragraph, the Company shall refund to the traveller the portion of the travel fare corresponding to the travel services which the traveller is unable to receive. However, where the circumstances referred to in the preceding paragraph are not attributable to the Company, the Company shall refund to the traveller the amount remaining after deducting from the said amount any cancellation fees, penalties or other costs already paid or to be paid in respect of the said travel services.

(Our Right of Cancellation, etc. – Cancellation Prior to the Commencement of the Trip)

- Article 17 We may cancel the Package Tour Contract prior to the commencement of the tour by explaining the reasons to the traveller in the following cases:
- ~ Where it is found that the traveller does not meet the conditions for participating travellers, such as gender, age, qualifications, skills or other requirements, which we have specified in advance.
 - 2 Where it is deemed that the traveller is unable to undertake the tour due to illness, the absence of a necessary carer, or other reasons.
 - 3 Where it is deemed that a traveller is causing a nuisance to other travellers or is likely to hinder the smooth running of the group tour.
 - 4 Where the traveller demands a burden exceeding what is reasonable in relation to the terms of the contract. 5 Where the number of travellers does not reach the minimum number of participants specified in the contract.
 6. Where there is a very high likelihood that the conditions necessary for the tour to proceed—such as the required snowfall for a ski holiday—which were clearly stated at the time of concluding the contract, will not be met.
 7. In the event of natural disasters, war, civil unrest, the suspension of travel services by transport or accommodation providers, orders from public authorities, or other circumstances beyond our control, where the safe and smooth execution of the tour in accordance with the itinerary set out in the contract becomes impossible, or where there is a very high likelihood that it will become impossible.

8. Where a contract has been concluded via card and the traveller is unable to settle all or part of the debt relating to the travel costs, etc., in accordance with the cardholder terms and conditions of the partner company, for example, because the traveller's credit card has become invalid. 9. Where it is determined that the traveller falls under any of the provisions of Article 7, items 5 to 7.
2. If the traveller fails to pay the travel fare by the date specified in the written contract under Article 12, paragraph 1, the traveller shall be deemed to have cancelled the package tour contract on the day following that date. In such a case, the traveller must pay the Company a penalty equivalent to the cancellation fee specified in paragraph 1 of the preceding Article.
3. Where the Company intends to cancel the package tour contract on the grounds set out in paragraph 1(v), it shall notify the traveller of the cancellation of the tour no later than the thirteenth day (or the third day in the case of a day trip) prior to the commencement date for domestic tours, and no later than the twenty-third day (or the thirty-third day for tours commencing during peak periods as specified in Appendix 1) prior to the commencement date for overseas tours.

(Our Right of Cancellation – Cancellation after the Commencement of the Tour)

Article 18 In the following cases, the Company may, even after the commencement of the tour, cancel part of the package tour contract by explaining the reasons to the traveller.

~ Where the traveller is unable to continue the tour due to illness, the absence of a necessary carer, or other reasons.

- (2) Where the traveller disrupts the discipline of the group by failing to comply with the Company's instructions given by the tour leader or other persons necessary for the safe and smooth conduct of the tour, or by committing acts of violence or intimidation against such persons or other travelling companions, thereby hindering the safe and smooth conduct of the tour.
- (iii) Where it is determined that the traveller falls under any of the provisions of Article 7, items (v) to (vii).
- (iv) Where natural disasters, war, riots, the suspension of travel services by transport or accommodation providers, orders from public authorities, or other circumstances beyond our control arise, rendering the continuation of the tour impossible.
2. Where the Company cancels a package tour contract pursuant to the provisions of the preceding paragraph, the contractual relationship between the Company and the traveller shall be terminated with effect for the future only. In such cases, the Company's obligations regarding travel services already provided to the traveller shall be deemed to have been validly discharged.
3. In the case referred to in the preceding paragraph, the Company shall refund to the traveller the portion of the travel fare corresponding to the travel services which the traveller has not yet received, after deducting any cancellation fees, penalties or other costs already paid or to be paid in respect of such travel services.

(Refund of Travel Costs)

- Article 19 Where the travel price has been reduced pursuant to the provisions of Article 14, paragraphs 3 to 5, or where a package tour contract has been cancelled pursuant to the provisions of the preceding three Articles, and an amount is due to be refunded to the traveller, the Company shall refund such amount to the traveller within seven days from the day following the cancellation in the case of a refund due to cancellation prior to the commencement of the tour, and within thirty days from the day following the tour end date stated in the contract document in the case of a refund due to a reduction or cancellation after the commencement of the tour.
2. Where the Company has concluded a telecommunications contract with the traveller, and where a reduction in the travel price has occurred pursuant to the provisions of Article 14, paragraphs 3 to 5, or where the telecommunications contract has been cancelled pursuant to the provisions of the preceding three Articles, and where an amount is due to be refunded to the traveller, the Company shall refund such amount to the traveller in accordance with the card member terms and conditions of the affiliated company. In such cases, the Company shall notify the traveller of the amount to be refunded within seven days from the day following the cancellation in the case of a refund due to cancellation prior to the commencement of the trip, and within thirty days from the day following the travel end date specified in the written contract in the case of a refund due to a reduction in the travel price or cancellation after the commencement of the trip; the date on which such notification is made to the traveller shall be deemed the card usage date.

3 The provisions of the preceding two paragraphs shall not preclude the Traveller or the Company from exercising their right to claim damages in accordance with the provisions of Article 27 or Article 30(1).

(Arrangement of Return Journey Following Cancellation of Contract)

Article 20 Where the Company cancels ~~h~~ after the commencement of the tour pursuant to the provisions of Article 18, paragraph 1, item 1 or item 4, the Company shall, at the traveller's request, undertake the arrangements for the travel services necessary for the traveller to return to the point of departure of the tour.

2. In the case referred to in the preceding paragraph, all expenses incurred in travelling back to the point of departure shall be borne by the traveller.

Chapter V Group Contracts

(Group Contracts)

Article 21 The Company shall apply the provisions of this Chapter to the conclusion of a package tour contract applied for by multiple travellers travelling the same itinerary at the same time, who have designated a responsible representative (hereinafter ~~h~~ the 'Contract Representative').

(Contract Representative)

Article 22 Unless otherwise agreed, the Company shall deem the Contract Representative to have full authority to act on behalf of the travellers comprising the group (hereinafter referred to as "Group Members") in relation to the conclusion of the Package Tour Contract, and shall conduct all transactions concerning travel services for the said group with the Contract Representative.

2. The Contract Representative must submit a list of members to the Company by the date specified by the Company.
3. The Company shall bear no liability whatsoever for any debts or obligations that the Contract Representative currently owes or is expected to owe in the future to the Members.
4. If the Contract Representative does not accompany the group, the Company shall, after the commencement of the tour, regard a member of the group previously designated by the Contract Representative as the Contract Representative.

Chapter 6 Itinerary Management

(Itinerary Management)

Article 23 The Company shall endeavour to ensure the safe and smooth conduct of the tour and shall perform the following duties for the travellers. However, this shall not apply where the Company has entered into a special agreement with the traveller to the contrary.

~ Where it is deemed likely that a traveller will be unable to receive travel services during the trip, to take the necessary measures to ensure that travel services are provided in accordance with the package tour contract.

2. Where, despite having taken the measures referred to in the preceding paragraph, it becomes necessary to amend the terms of the contract, the Company shall arrange for alternative services. In such cases, where the travel itinerary is amended, the Company shall endeavour to ensure that the amended itinerary is consistent with the original purpose of the trip; and where the content of the travel services is amended, the Company shall endeavour to ensure that the amended services are equivalent to the original services, and shall otherwise endeavour to keep any amendments to the contract to a minimum.

(Our Instructions)

Article 24 From the commencement of the tour until its conclusion, travellers must comply with our instructions when travelling as a group, in order to ensure the tour proceeds safely and smoothly.

(Duties of Tour Escorts, etc.)

Article 25 Depending on the nature of the tour, the Company may have a tour escort or other personnel accompany the group to perform the duties listed in each item of Article 23, as well as

and any other duties the Company deems necessary in connection with the package tour.

2 The hours during which the tour escort and other persons referred to in the preceding paragraph are to perform the duties set out in that paragraph shall, in principle, be from 8:00 to 20:00.

(Protective Measures)

Article 26: Should the Company determine that a traveller is in a condition requiring protection during the tour due to illness, injury, or similar circumstances, the Company may take necessary measures. In such cases, provided that the situation is not attributable to the Company, the costs incurred for such measures shall be borne by the traveller, who must pay such costs by the date and in the manner specified by the Company.

Chapter 7 Liability Liability

(Our Liability)

Article 27: In the performance of a package tour contract, the Company shall be liable to compensate the traveller for any damage caused by the Company or by any person to whom the Company has delegated arrangements pursuant to the provisions of Article 4 (hereinafter referred to as the 'arrangement agent') through wilful misconduct or negligence. However, this shall apply only where the Company is notified within two years from the day following the occurrence of the damage.

2. Where a traveller suffers damage due to natural disasters, war, riots, the suspension of travel services by transport or accommodation providers, orders from public authorities, or other causes beyond the control of the Company or its Arrangement Agent, the Company shall not be liable to compensate for such damage, except in the case provided for in the preceding paragraph.
3. Notwithstanding the provisions of paragraph 1, in respect of damage to luggage, the Company shall compensate the traveller up to a limit of 150,000 yen per person (excluding cases where the Company is guilty of wilful misconduct or gross negligence), provided that the Company is notified within fourteen days from the day following the occurrence of the damage in the case of domestic travel, and within twenty-one days in the case of overseas travel.

(Special Compensation)

Article 28: Regardless of whether the Company's liability arises under the provisions of paragraph 1 of the preceding Article, the Company shall pay compensation and condolence money in predetermined amounts for certain damages suffered by travellers to their life, body or luggage whilst participating in a package tour, in accordance with the provisions of the attached Special Compensation Regulations.

2. Where 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 payable by the Company under the preceding paragraph shall be deemed to be the damages payable in respect of such liability, up to the limit of the amount of damages payable under such liability.
3. In the circumstances specified 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 payable by us under the provisions of ~~the~~ including compensation deemed to be damages pursuant to the provisions of the preceding paragraph).
4. With regard to package tours organised by the Company for travellers participating in the Company's package tours, for which separate tour fees are collected, such tours shall be treated as part of the content of the principal package tour contract.

(Itinerary Guarantee)

Article 29: In the event of a material change to the contract details listed in the left-hand column of Appendix 2 (excluding the changes listed in the following items (excluding those arising from a shortage of seats, rooms or other facilities at transport or accommodation providers, etc., despite such providers being in the process of providing the relevant travel services)), the Company shall pay compensation for the change in an amount equal to or greater than the travel cost multiplied by the rate specified in the lower column of the said table, within thirty days from the day following the end of the tour. However, this shall not apply where it is clear that the Company is liable for the change in question pursuant to the provisions of Article 27, paragraph 1.

~ Changes due to the following reasons

(a) Natural disasters (a) War

(c) Riots

(d) Orders from public authorities

E Suspension of travel services by transport and accommodation providers, etc. (f) Provision of transport services not in accordance with the original schedule

(i) Measures necessary to ensure the safety of travellers' lives or physical well-being

- 2 Changes relating to the cancelled portion of the package tour contract where the contract has been cancelled pursuant to the provisions of Articles 16 to 18
- 2 The amount of change compensation payable by the Company shall be limited to an amount calculated by multiplying the travel price by a rate of 15% or more, as determined by the Company, per traveller per package tour. Furthermore, if the amount of change compensation payable per traveller per package tour is less than 1,000 yen, the Company shall not pay such change compensation.
3. If, after the Company has paid compensation for changes pursuant to the provisions of paragraph 1, it becomes clear that the Company is liable for such changes under the provisions of Article 27, paragraph 1, the traveller must return the compensation for changes relating to such changes to the Company. In such a case, the Company shall pay the balance remaining after offsetting the amount of damages payable by the Company pursuant to the provisions of the same paragraph against the amount of compensation for changes to be returned by the traveller.

(Liability of the Traveller)

- Article 30 Where the Company suffers damage due to the traveller's wilful misconduct or negligence, the traveller shall be liable to compensate the Company for such damage.
2. When concluding a package tour contract, the traveller must make every effort to utilise the information provided by the Company to understand the traveller's rights and obligations and other details of the package tour contract.
 3. After the commencement of the tour, in order to ensure the smooth provision of the travel services specified in the contract document, if a traveller becomes aware that travel services different from those specified in the contract document are being provided, they must promptly notify the Company, the Company's agent, or the relevant travel service provider of this fact at the destination.

Chapter 8 Compensation Business Guarantee Fund (Where the Company is a Guaranteeing Member of the Travel Industry Association)

(Compensation Business Guarantee Fund)

- Article 31 The Company is a guarantee member of the Japan Association of Travel Agents (JATA) (Akasaka Shasta East Building, 4-2-19 Akasaka, Minato-ku, Tokyo).
2. Travellers or members of a group who have entered into a package tour contract with the Company may receive compensation from the compensation guarantee fund deposited by the Japan Association of Travel Agents, a general incorporated association, as referred to in the preceding paragraph,
 3. As the Company pays contributions to the Japan Association of Travel Agents (JATA) pursuant to the provisions of Article 49, paragraph 1 of the Travel Agency Act, it has not deposited the business security deposit required under Article 7, paragraph 1 of the same Act.

Appendix 1 Cancellation Fees (Relating to Article 16, Paragraph 1)

~ Cancellation Fees for Domestic Travel

Category	Category	Cancellation Cancellation Fee
~ Package tour contracts other than those specified in the following paragraph		
(a) If cancelled on or after the twentieth day prior to the commencement date of the tour (or the tenth day in the case of a day trip the 10th day) or later (excluding the cases listed in (b) to (e))		Up to Up to 20%
(b) Cancellation on or after the day falling on the 7th day prior to the day before the commencement of the tour (excluding the cases listed in (c) to (e))		Up to Up to 30% of the travel cost
(c) Cancellation on the day before the start of the trip		Up to 40% of the tour price Up to Up to 50% of the travel cost
(d) Cancellation on the day the trip commences (excluding the case listed in (e))		Up to 100%
(e) Cancellation after the start of the trip or no-show without notice		
2 Package tour contracts utilising chartered vessels		The provisions regarding cancellation fees
Notes (1) The amount of the cancellation fee shall be clearly stated in the written contract. (2) For the purposes of this table, 'after the commencement of the tour' refers to the period from 'the time when the provision of services commenced', as stipulated in Article 2, Paragraph 3 of the attached Special Compensation Regulations.		

2 Cancellation Fees for Overseas Travel

Category	Category	Cancellation Cancellation Fee
~ Package tour contracts involving the use of an aircraft upon departure from or return to Japan (excluding the travel contracts listed in the following paragraph)		

<p>(ii) Where the trip commences during a peak period, and the cancellation is made on or after the 40th day prior to the commencement date (excluding the cases listed in (b) to (d))</p> <p>(b) Cancellation on or after the 30th day prior to the start date of the trip (excluding the cases listed in (c) and (d))</p> <p>(c) Cancellation on or after the day before the day before the start of the trip (excluding the cases listed in (d))</p> <p>(d) Cancellation after the start of the trip or no-show without prior notice</p>	<p>Up to Up to 10%</p> <p>Up to Up to 20% of the tour price Up to 50% of the tour price Up to up to 100%</p>
<p>2 Package tour contracts using chartered aircraft</p>	
<p>(a) Cancellation on or after the 90th day prior to the commencement date of the tour (excluding the cases listed in (b) to (d))</p> <p>(b) Cancellation on or after the 30th day prior to the day before the commencement of the tour (excluding the cases listed in (c) and (d))</p> <p>(c) Cancellation on or after the 20th day prior to the day before the start of the trip (excluding the cases listed in (d))</p> <p>(d) Cancellation on or after the third day prior to the day before the start of the trip, or in the event of a no-show without prior notice</p>	<p>Up to Up to 20% of the travel cost up to 50% of the travel cost Up to 80% of the tour price 100% or more within</p>
<p>3 Package tour contracts utilising a vessel for departure from and return to Japan</p>	<p>Subject to the cancellation fee provisions applicable to the vessel in question</p>
<p>Note 'Peak periods' refer to the periods from 20 December to 7 January, from 27 April to 6 May, and from 20 July to 31 August.</p>	
<p>Remarks (1) The amount of the cancellation fee shall be clearly stated in the written contract. (2) For the purposes of this table, "after the commencement of the trip" means from the time when the customer begins to receive the services, as defined in Article 2, Paragraph 3 of the attached Special Compensation Regulations.</p>	

Appendix 2 Compensation for Changes (Relating to Article 29, Paragraph 1)

<p>Changes requiring payment of a change compensation</p>	<p>Rate per case (%)</p>	
	<p>Before the start</p>	<p>After the start</p>

	of the trip	of the trip
~ Change to the travel start date or travel end date stated in the written contract	1.5	3.0
2. Change to the tourist attractions or facilities (including restaurants) or other travel destinations specified in the contract	1.0	2.0
3. Change to a lower class or standard of transport or facilities specified in the contract (limited to cases where the total cost of the class and facilities after the change is lower than that specified in the contract)	1.0	2.0
4. A change to a lower class or lower-priced service in the means of transport specified in the contract	1.0	2.0
5 Change to a different flight for the airport in Japan specified in the contract as the point of departure or the point of arrival	1.0	2.0
6 Change from a direct flight between Japan and a destination outside Japan, as specified in the contract document, to a connecting flight or a flight via a stopover	1.0	2.0
7 Change to the type or name of the accommodation provider specified in the contract	1.0	2.0
8 Changes to the type of room, facilities, view or other Changes to the conditions of the guest room	1.0	2.0
9 Changes to items listed in the preceding sub-clauses that were previously stated Changes to items listed in the preceding items	2.5	5.0
<p>Note 1 'Before the start of the trip' refers to cases where the traveller is notified of the change by the day before the start of the trip; 'After the start of the trip' refers to cases where the traveller is notified of the change on or after the day the trip begins.</p> <p>Note 2 Where a confirmation document has been issued this table shall apply with the term 'contract document' being read as 'confirmation document'. In such cases, where a change occurs between the details set out in the contract document and those in the confirmation document, or between the details set out in the confirmation document and the content of the travel services actually provided, each such change shall be treated as a separate instance.</p> <p>Note 3 Where the means of transport relating to the changes listed in Item 3 or Item 4 involves the use of accommodation facilities, it shall be treated as one case per night.</p> <p>Note 4 This shall not apply to changes in the company name of a transport operator listed in Item 4 where such a change involves an upgrade to a higher class or better facilities.</p> <p>Note 5 Even if multiple changes listed in Item 4, Item 7 or Item 8 occur during a single journey or a single night's stay, they shall be treated as a single case per journey or per night's stay.</p> <p>Note 6 With regard to the changes listed in Item 9, the rates set out in Items 1 to 8 shall not apply; instead, the rate specified in Item 9 shall apply.</p>		

Section on Customised Package Tour Contracts

Chapter 1 General Provisions

(Scope of Application)

- Article 1 Contracts concerning customised package tours concluded between the Company and travellers (hereinafter referred to as 'Customised Package Tour Contracts') shall be governed by the provisions of these Terms and Conditions. Matters not provided for in these Terms and Conditions shall be governed by laws and regulations or generally established customs.
2. Notwithstanding the provisions of the preceding paragraph, where the Company has entered into a special agreement in writing that does not contravene laws and regulations and is not to the detriment of the traveller, such special agreement shall take precedence.

(Definitions)

- Article 2 In these Terms and Conditions, 'customised package tour' means a tour organised and conducted by the Company in accordance with a travel plan drawn up at the Traveller's request, which specifies the destination and itinerary of the tour, the details of the transport or accommodation services to be provided to the Traveller, and the amount of the tour fare payable by the Traveller to the Company.
2. In these Terms and Conditions, "domestic travel" means travel within Japan only, and "overseas travel" means travel other than domestic travel.
3. In this section, "Communication Contract" means a customised package tour contract concluded with a card member of a credit card company with which the Company has a partnership (hereinafter referred to as the "Partner Company") via telephone, post, facsimile, the internet or other means of communication, and under which the traveller has agreed in advance that any claims or liabilities arising from the travel package contract, relating to travel costs and other charges, shall be settled in accordance with the cardholder terms and conditions of the partner company, as separately stipulated, on or after the date on which such claims or liabilities are due; and where the travel costs and other charges under the said travel package contract are to be paid in accordance with the methods set out in the latter part of Article 12, paragraph 2, the latter part of Article 16, Paragraph 1, and Article 19, Paragraph 2.
4. In these Terms and Conditions, the term 'card usage date' refers to the date on which the traveller or the Company is required to fulfil the obligation to pay or refund the travel costs, etc., under the customised package travel contract.

(Contents of the Travel Contract)

- Article 3 Under the customised package travel contract, the Company undertakes to make arrangements and manage the itinerary so that the traveller may receive transport, accommodation and other travel-related services (hereinafter referred to as 'travel services') provided by transport and accommodation providers, etc., in accordance with the travel itinerary specified by the Company.

(Arrangement Agent)

- Article 4 In performing a customised package travel contract, the Company may entrust all or part of the arrangements to travel agents, persons engaged in the business of making arrangements, or other auxiliaries, whether within or outside Japan.

Chapter 2 Conclusion of the Contract

(Delivery of the Itinerary)

- Article 5: Upon receiving a request from a traveller intending to apply for a customised package tour contract with the Company, the Company shall, unless prevented by operational circumstances, provide a document (hereinafter referred to as the 'Proposal Document') setting out the details of the proposal, including the itinerary, the content of travel services, the tour price and other travel conditions, prepared in accordance with the content of said request.
2. In the itinerary document referred to in the preceding paragraph, the Company may specify the amount of the handling fee for the itinerary (hereinafter referred to as the 'itinerary fee')

) as part of the breakdown of the travel price.

(Application for Contract)

Article 6 A traveller who wishes to apply to the Company for a customised package travel contract regarding the details of the package set out in the proposal document referred to in paragraph 1 of the preceding Article must complete the application form prescribed by the Company (hereinafter referred to as the 'Application Form') with the required details and submit it to the Company together with an application fee of an amount separately determined by the Company.

2. Notwithstanding the provisions of the preceding paragraph, a traveller who intends to apply to the Company for a correspondence contract regarding the content of the plan set out in the plan document referred to in paragraph 1 of the preceding Article must notify the Company of their membership number and other relevant details.
3. The application fee referred to in paragraph 1 shall be treated as part of the travel cost (including the package fee, the amount of which is specified in the breakdown) or as part of the cancellation fee or penalty.
4. Travellers requiring special consideration when participating in a customised package tour must notify us of this at the time of applying for the contract. In such cases, we shall accommodate these requirements to the extent possible.
5. Any costs incurred by the Company in taking special measures for the traveller based on the notification referred to in the preceding paragraph shall be borne by the traveller.

(Refusal to Conclude a Contract)

Article 7 We may refuse to conclude a customised package tour contract in the following cases: 1 Where there is a risk that the traveller may cause a nuisance to other travellers or hinder the smooth conduct of group activities.

2 Where a travel contract is to be concluded, but the traveller is unable to settle all or part of the debt relating to the travel costs, etc., in accordance with the cardholder terms and conditions of the partner company, for example, because the traveller's credit card is invalid. 3 Where the traveller is deemed to be a member of an organised crime group, an associate of such a group, a person connected with such a group, a company affiliated with such a group, a corporate extortionist, or any other anti-social force.

4 Where the traveller has made violent or unreasonable demands of the Company, or has used threatening language or violence in relation to transactions, or has engaged in conduct equivalent thereto.

5. Where the traveller spreads rumours, uses deceit or force to damage the Company's reputation or obstruct the Company's business, or engages in acts equivalent thereto.

6 Where there are other operational requirements on our part.

(Time of Contract Formation)

Article 8 A customised package tour contract shall be deemed to have been concluded when the Company accepts the conclusion of the contract and has received the deposit specified in Article 6, paragraph 1.

- 2 Notwithstanding the provisions of the preceding paragraph, a contract concluded by correspondence shall be deemed to have been concluded when a notification to the traveller stating that the Company has accepted the conclusion of the contract has reached the traveller.

(Delivery of Contract Documents)

Article 9 Promptly after the conclusion of the contract as stipulated in the preceding Article, the Company shall provide the traveller with a written document (hereinafter referred to as the 'Contract Document') setting out the itinerary, the details of the travel services, the travel price, other travel conditions, and matters concerning the Company's liability.

2. Where the Company has specified the amount of the planning fee in the planning document referred to in Article 5, paragraph 1, the Company shall specify that amount in the contract document referred to in the preceding paragraph.
3. The scope of travel services which the Company is obliged to arrange and manage the itinerary for under a customised package travel contract shall be as set out in the Contract Document referred to **h**

(Confirmation Document)

Article 10 Where it is not possible to specify the confirmed travel itinerary or the names of transport or accommodation providers in the contract document referred to in paragraph 1 of the preceding Article,

, the contract document shall list, by name, the accommodation facilities and transport operators deemed essential to the travel plan; and following the delivery of said contract document, the day before the commencement of the tour (or, where an application for a customised package tour contract is made on or after the seventh day prior to the commencement of the tour, the commencement date), a document setting out the confirmed details (hereinafter referred to as the 'Confirmation Document') shall be delivered by the date specified in the said contract document.

- 2 In the case referred to in the preceding paragraph, should a traveller wishing to confirm the status of arrangements make an enquiry, the Company shall respond promptly and appropriately, even prior to the delivery of the Confirmation Document.
- 3 Where the Confirmation Document referred to in paragraph 1 has been delivered, the scope of travel services which the Company is obliged to arrange and manage in accordance with the provisions of paragraph 3 of the preceding Article shall be specified as set out in said Confirmation Document.

(Methods utilising information and communications technology)

Article 11 The Company may, with the prior consent of the traveller, use information and communications technology to deliver the itinerary, the itinerary to be delivered to the traveller when concluding a customised package travel contract, the details of travel services, the travel price and other travel conditions, and matters concerning the Company's liability; or the contract document or confirmation document, the Company shall, by utilising information and communications technology, provide the matters to be set out in said documents (hereinafter referred to in this Article as the "specified matters"). In such cases, the Company shall confirm that the specified matters have been recorded in a file on the communication device used by the traveller.

2. In the case referred to in the preceding paragraph, if the communication device used by the traveller is not equipped with a file for recording the Stated Matters, we shall record the Stated Matters in a file on a communication device used by us (limited to those provided exclusively for the use of the said traveller) and confirm that the traveller has viewed the Stated Matters.

(Travel Costs)

Article 12 The traveller must pay the travel fare in the amount specified in the written contract to the Company by the date specified in the written contract prior to the commencement of the tour.

2. Where a telecommunications contract is concluded, the Company shall accept payment of the travel fare in the amount specified in the contract document via a partner company's card without the traveller's signature on the prescribed slip. Furthermore, the date of card use shall be deemed the date of conclusion of the travel contract.

Chapter 3 Amendments to the Contract

(Amendment of Contract Terms)

Article 13 The traveller may request the Company to amend the travel itinerary, the content of travel services, or other details of the customised package travel contract (hereinafter referred to as the 'contract details'). In such cases, the Company shall comply with the traveller's request to the extent possible.

2. The Company shall not be liable in the event of natural disasters, war, riots, suspension of travel services by transport or accommodation providers, orders from public authorities, the provision of transport services not in accordance with the original operating plan, or other circumstances beyond the Company's control, the Company may amend the Contract Details where such action is unavoidable to ensure the safe and smooth conduct of the tour. In such cases, the Company shall promptly explain to the Traveller in advance the reasons why the circumstances are beyond the Company's control and the causal relationship with the circumstances. However, in cases of emergency where it is unavoidable, the explanation shall be provided after the amendment.

(Changes to the Travel Price)

Article 14: In the event that the applicable fares and charges (hereinafter referred to in this Article as 'Applicable Fares and Charges') for the transport services used in the conduct of a customised package tour are increased or reduced to an extent significantly exceeding what is normally anticipated, compared to the Applicable Fares and Charges publicly announced as valid at the time specified in the package tour itinerary upon its delivery, due to significant changes in economic conditions or other similar circumstances, the Company may increase or reduce the tour price

- , the Company may increase or reduce the amount of the travel fare.
2. Where the Company increases the travel price in accordance with the provisions of the preceding paragraph, it shall notify the traveller of this fact no later than the fifteenth day prior to the date of commencement of the tour, counting backwards from the day before the date of commencement of the tour.
 3. Where a reduction is made to the applicable fares and charges specified in paragraph 1, the Company shall reduce the travel price by the amount of the reduction in accordance with the provisions of that paragraph.
 4. Where a change to the contract details pursuant to the provisions of the preceding Article results in a reduction or increase in the costs required for the conduct of the tour (including cancellation fees, penalty charges and other costs already paid or to be paid in respect of travel services not received due to such change to the contract details) (excluding cases where the increase in costs is due to a shortage of seats, rooms or other facilities at transport or accommodation providers, etc., despite such providers being in the business of providing the relevant travel services) we may adjust the amount of the travel fare within the scope of such changes to the contract terms.
 5. Where the Company has specified in the written contract that the tour price varies depending on the number of participants using transport and accommodation services, and where the number of participants changes after the conclusion of the customised package tour contract for reasons not attributable to the Company, the Company may adjust the tour price in accordance with the terms set out in the written contract.

(Substitution of Travellers)

Article 15 A traveller who has concluded a customised package tour contract with the Company may, with the Company's consent, transfer their contractual status to a third party.

2. Where a traveller wishes to seek the Company's consent as provided for in the preceding paragraph, they must complete the prescribed form with the required details and submit it to the Company together with the prescribed handling fee.
3. The transfer of the contractual status referred to in paragraph 1 shall take effect upon the Company's consent, and thereafter, the third party who has assumed the status under the travel contract shall succeed to all rights and obligations of the traveller under the said customised package tour contract.

Chapter IV Cancellation of the Contract

(Traveller's Right of Cancellation)

Article 16 The traveller may cancel the customised package travel contract at any time by paying the cancellation fee specified in Appendix 1 to the Company. In the event of cancellation of a contract concluded via electronic means, the Company shall accept payment of the cancellation fee via a partner company's card without the traveller's signature on the prescribed form.

2. Notwithstanding the provisions of the preceding paragraph, the traveller may cancel the customised package travel contract prior to the commencement of the trip without paying a cancellation fee in the following cases:

~ Where the terms of the contract have been altered by the Company; provided, however, that this shall apply only where such alteration is of a significant nature, such as those listed in the left-hand column of Appendix 2.

(ii) When the travel price is increased pursuant to the provisions of Article 14, paragraph 1.

(iii) Where natural disasters, war, riots, the suspension of travel services by transport or accommodation providers, orders from public authorities or other circumstances arise, and the safe and smooth conduct of the tour becomes impossible or there is a very high risk that it will become impossible.

4. Where the Company has failed to deliver the confirmation document to the traveller by the date specified in Article 10, paragraph 1.

(v) Where, for reasons attributable to the Company, it becomes impossible to carry out the tour in accordance with the itinerary set out in the written contract.

3. Notwithstanding the provisions of Paragraph 1, if, after the commencement of the tour, a traveller is unable to receive the travel services specified in the contract document for reasons not attributable to the traveller, or if the Company notifies the traveller to that effect, the traveller may cancel the contract in respect of the portion of the travel services that can no longer be received without paying a cancellation fee.
4. In the case referred to in the preceding paragraph, the Company shall refund to the traveller the portion of the travel fare corresponding to the travel services which the traveller is unable to receive. However, where the circumstances referred to in the preceding paragraph are not attributable to the Company, the Company shall refund to the traveller the amount remaining after deducting from the said amount any cancellation fees, penalties or other costs already paid or to be paid in respect of the travel services in question.

(Our Right of Cancellation, etc. – Cancellation Prior to the Commencement of the Trip)

Article 17 We may cancel the customised package travel contract prior to the commencement of the tour by explaining the reasons to the traveller in the following cases:

- ~ Where the traveller is deemed unable to undertake the trip due to illness, the absence of a necessary carer, or other reasons.
 - (ii) Where it is deemed that the traveller is causing a nuisance to other travellers or is likely to hinder the smooth operation of the group tour.
 - 3 Where the traveller demands a burden exceeding what is reasonable in relation to the terms of the contract.
 4. Where there is a very high likelihood that the conditions necessary for the tour to proceed—such as the required snowfall for a skiing holiday—which were clearly stated at the time of concluding the contract, will not be met.
 5. In the event of natural disasters, civil unrest, riots, the suspension of travel services by transport or accommodation providers, orders from public authorities, or other circumstances beyond our control, where the safe and smooth execution of the tour in accordance with the itinerary set out in the contract becomes impossible, or where there is a very high likelihood that it will become impossible.
 6. Where a contract has been concluded via and the traveller is unable to settle all or part of the debt relating to the travel costs, etc., in accordance with the card member terms and conditions of the partner company, for example, because the traveller's credit card has become invalid.
 7. Where it is found that the traveller falls under any of the provisions of Article 7, items 3 to 5.
2. If the traveller fails to pay the travel fare by the date specified in the written contract under Article 12, Paragraph 1, the traveller shall be deemed to have cancelled the customised package travel contract on the day following that date. In such a case, the traveller must pay the Company a penalty equivalent to the cancellation fee specified in Paragraph 1 of the preceding Article.

(Our Right of Cancellation – Cancellation after the Commencement of the Tour)

Article 18 In the following cases, even if the tour has commenced, the Company may cancel part of the customised package tour contract after explaining the reasons to the traveller.

- ~ Where the traveller is unable to continue the tour due to illness, the absence of a necessary carer, or other reasons.
 - 2. Where the traveller disrupts the discipline of the group by failing to comply with the Company's instructions given by the tour leader or other persons necessary for the safe and smooth conduct of the tour, or by committing acts of violence or intimidation against such persons or other travelling companions, thereby hindering the safe and smooth conduct of the tour.
 - (iii) Where it is determined that the traveller falls under any of the provisions of Article 7, items (iii) to (v).
 - (iv) Where natural disasters, war, civil unrest, the suspension of travel services by transport or accommodation providers, orders from public authorities, or other circumstances beyond the Company's control arise, rendering the continuation of the tour impossible.
2. Where the Company cancels a customised package travel contract pursuant to the provisions of the preceding paragraph, the contractual relationship between the Company and the traveller shall be terminated with effect for the future only. In such cases, the Company's obligations regarding travel services already provided to the traveller shall be deemed to have been validly discharged.

3. In the case referred to in the preceding paragraph, we shall refund to the traveller the amount corresponding to the portion of the travel fare relating to travel services which the traveller has not yet received, after deducting any cancellation fees, penalties or other costs already paid or to be paid in respect of such travel services.

(Refund of Travel Costs)

Article 19 Where the travel price has been reduced pursuant to the provisions of Article 14, paragraphs 3 to 5, or where a customised package travel contract has been cancelled pursuant to the provisions of the preceding three Articles, and an amount is due to be refunded to the traveller, the Company shall refund such amount to the traveller within seven days from the day following the cancellation in the case of a refund due to cancellation prior to the commencement of the tour, and within thirty days from the day following the tour end date specified in the contract document in the case of a refund due to a reduction or cancellation after the commencement of the tour.

2. Where the Company has concluded a telecommunications contract with the traveller, and where a reduction in the travel price has been made pursuant to the provisions of Article 14, paragraphs 3 to 5, or where the telecommunications contract has been cancelled pursuant to the provisions of the preceding three Articles, and where an amount is due to be refunded to the traveller, the Company shall refund such amount to the traveller in accordance with the card member terms and conditions of the affiliated company. In such cases, the Company shall notify the traveller of the amount to be refunded within seven days from the day following the cancellation in the case of a refund due to cancellation prior to the commencement of the tour, and within thirty days from the day following the tour end date specified in the written contract in the case of a refund due to a reduction in the tour price or cancellation after the commencement of the tour; the date on which such notification is made to the traveller shall be deemed the card usage date.

3 The provisions of the preceding two paragraphs shall not preclude the Traveller or the Company from exercising their right to claim damages as provided for in Article 28 or Article 31(1).

(Arrangement of Return Journey Following Cancellation of Contract)

Article 20 Where the Company cancels a customised package travel contract after the commencement of the tour pursuant to the provisions of Article 18, paragraph 1, item (i) or (iv), the Company shall, at the traveller's request, undertake to arrange the travel services necessary for the traveller to return to the point of departure of the tour.

2. In the case referred to in the preceding paragraph, all expenses incurred in travelling back to the point of departure shall be borne by the traveller.

Chapter V Group Contracts

(Group Contracts)

Article 21 The Company shall apply the provisions of this Chapter to the conclusion of a customised package travel contract where multiple travellers travelling the same itinerary at the same time have designated a responsible representative (hereinafter the 'Contract Representative') and submitted an application.

(Contract Representative)

Article 22 Unless otherwise agreed, the Company shall deem the Contract Representative to have full authority to act on behalf of the travellers comprising the group (hereinafter referred to as "Group Members") in relation to the conclusion of the customised package travel contract, and shall conduct all transactions relating to travel services for the said group, as well as the duties specified in Article 26, paragraph 1, with the said Contract Representative.

2. The Contract Representative must submit a list of members to the Company by the date specified by the Company.

3. We shall bear no responsibility whatsoever for any debts or obligations that the Contract Representative currently owes to the Members or is expected to owe in the future.

4. If the Contract Representative does not accompany the group, the Company shall, after the commencement of the tour, regard a member previously designated by the Contract Representative as the Contract Representative.

(Special Provisions Regarding the Formation of the Contract)

Article 23 When concluding a customised package travel contract with the Contract Representative, the Company may, notwithstanding the provisions of Article 6, paragraph 1,

- , the Company may accept the conclusion of a Customised Package Tour Contract without receiving payment of the application fee.
2. Where a customised package travel contract is concluded without receiving payment of the application fee pursuant to the provisions of the preceding paragraph, the Company shall deliver a written document stating this to the Contract Representative, and the customised package travel contract shall be deemed to have been concluded at the time the Company delivers said document.

Chapter VI Itinerary Management

(Itinerary Management)

Article 24 The Company shall endeavour to ensure the safe and smooth conduct of the traveller's journey and shall perform the following duties for the traveller. However, this shall not apply where the Company has entered into a special agreement with the traveller to the contrary.

~ Where it is deemed likely that a traveller will be unable to receive travel services during the trip, to take the necessary measures to ensure that travel services are provided in accordance with the customised package travel contract.

2. Where, despite having taken the measures referred to in the preceding paragraph, it becomes necessary to amend the terms of the contract, the Company shall arrange for alternative services. In such cases, where the travel itinerary is amended, the Company shall endeavour to ensure that the amended itinerary is consistent with the original purpose of the trip; and where the content of the travel services is amended, the Company shall endeavour to ensure that the amended services are equivalent to the original services, and shall otherwise endeavour to keep any amendments to the contract to a minimum.

(Our Instructions)

Article 25 From the commencement of the tour until its conclusion, travellers must comply with our instructions when travelling as a group, in order to ensure the tour proceeds safely and smoothly.

(Duties of Tour Escorts, etc.)

Article 26 Depending on the nature of the tour, the Company may have a tour escort or other personnel accompany the group to perform all or part of the duties listed in the items of Article 24, as well as any other duties the Company deems necessary in connection with the said customised package tour.

- 2 The hours during which the tour escort or other persons referred to in the preceding paragraph are to perform the duties set out in that paragraph shall, in principle, be from 8:00 to 20:00.

(Protective Measures)

Article 27 Where the Company determines that a traveller is in a condition requiring protection during the tour due to illness, injury or similar circumstances, the Company may take necessary measures. In such cases, where this is not attributable to any cause for which the Company is responsible, the costs incurred in taking such measures shall be borne by the traveller, and the traveller must pay such costs by the date and in the manner specified by the Company.

Chapter 7 Liability

(Our Liability)

Article 28 In the performance of a customised package tour contract, the Company shall be liable to compensate the traveller for any damage caused by the Company or by a person to whom the Company has delegated arrangements pursuant to the provisions of Article 4 (hereinafter referred to as the 'arrangement agent') through wilful misconduct or negligence. However, this shall apply only if the Company is notified within two years from the day following the occurrence of the damage.

2. Where the traveller suffers damage due to natural disasters, war, riots, the suspension of travel services by transport or accommodation providers, orders from public authorities, or other causes beyond the control of the Company or its Arrangement Agent, the Company shall not be liable to compensate for such damage, except in the case provided for in the preceding paragraph.

3. Notwithstanding the provisions of paragraph 1, in respect of damage to luggage, the Company shall compensate the traveller up to a limit of 150,000 yen per person (excluding cases where the Company is guilty of wilful misconduct or gross negligence), provided that the Company is notified within fourteen days from the day following the occurrence of the damage in the case of domestic travel, and within twenty-one days in the case of overseas travel.

(Special Compensation)

Article 29: Regardless of whether the Company's liability arises under the provisions of paragraph 1 of the preceding Article, the Company shall pay compensation and condolence money in predetermined amounts for certain damages suffered by travellers to their life, body or luggage whilst participating in a customised package tour, in accordance with the provisions of the attached Special Compensation Regulations.

2. Where 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 payable by the Company under the preceding paragraph shall be deemed to be the damages payable in respect of such liability, up to the limit of the amount of damages payable under such liability.
3. In the circumstances specified in the preceding paragraph, our obligation to pay compensation under paragraph 1 shall be reduced by an amount equivalent to the damages we are required to pay under paragraph 1 of (including compensation deemed to be damages under the provisions of the preceding paragraph).
4. With regard to package tours organised by the Company for travellers participating in a customised package tour, for which the Company collects a separate tour fee, such tours shall be treated as part of the content of the customised package tour contract.

(Itinerary Guarantee)

Article 30: Should any material change to the contract details listed in the left-hand column of Appendix 2 (excluding the changes listed in the following items (excluding those arising from a shortage of seats, rooms or other facilities at transport or accommodation providers, etc., despite such providers being in the process of providing the relevant travel services)), the Company shall pay compensation for the change in an amount equal to or greater than the travel cost multiplied by the rate specified in the lower column of the said table, within thirty days from the day following the end of the tour. However, this shall not apply where it is clear that the Company is liable for the change in question pursuant to the provisions of Article 28, paragraph 1.

~ Changes due to the following

reasons: (i) Natural disasters

(b) War

(c) Riots

(d) Orders from government authorities

E Suspension of travel services by transport and accommodation providers, etc. (f) Provision of transport services not in accordance with the original schedule

(i) Measures necessary to ensure the safety of the lives or bodies of travellers

2. Changes relating to the part of the contract that has been amended pursuant to the provisions of Article 13, paragraph 1, or the part of the contract that has been cancelled pursuant to the provisions of Articles 16 to 18
- 2 The amount of change compensation payable by the Company shall be limited to an amount calculated by multiplying the travel cost by a rate of 15% or more, as determined by the Company, per traveller per bespoke package tour. Furthermore, if the amount of change compensation payable per traveller per bespoke tour is less than 1,000 yen, the Company shall not pay such change compensation.
3. If, after the Company has paid compensation for changes pursuant to the provisions of paragraph 1, it becomes clear that the Company is liable for such changes under the provisions of Article 28, paragraph 1, the traveller must return the compensation for changes relating to such changes to the Company. In such a case, the Company shall pay the balance remaining after offsetting the amount of damages payable by the Company pursuant to the provisions of the same paragraph against the amount of compensation for changes to be returned by the traveller.

(Liability of the Traveller)

- Article 31 Where the Company suffers damage due to the traveller's wilful misconduct or negligence, the traveller shall be liable to compensate the Company for such damage.
2. When concluding a customised package travel contract, the traveller must endeavour to utilise the information provided by the Company to understand the traveller's rights and obligations and other details of the customised package travel contract.
 3. After the commencement of the tour, in order to ensure the smooth provision of the travel services specified in the contract document, if a traveller becomes aware that travel services different from those specified in the contract document are being provided, they must promptly notify the Company, the Company's agent, or the relevant travel service provider of this fact at the destination.

Chapter 8 Compensation Business Guarantee Fund (Where the Company is a Guaranteeing Member of the Travel Industry Association)

(Compensation Business Guarantee Fund)

- Article 32 The Company is a guarantee member of the Japan Association of Travel Agents (JATA) (Akasaka Shasta Building, 4-2-19 Akasaka, Minato-ku, Tokyo).
2. Travellers or members who have concluded a customised package travel contract with the Company may receive compensation from the compensation guarantee deposit deposited by the Japan Association of Travel Agents, a general incorporated association, referred to in the preceding paragraph,
 3. As the Company pays contributions to the Japan Association of Travel Agents pursuant to the provisions of Article 49, Paragraph 1 of the Travel Agency Act, it has not deposited the business guarantee deposit required under Article 7, Paragraph 1 of the same Act.

Appendix 1 Cancellation Fees (Relating to Article 16, Paragraph 1)

~ Cancellation Fees for Domestic Travel

Category	Category	Take Delete Fee
(1) Made-to-order package travel contracts other than those referred to in the following paragraph		
(a) (i) Cases other than those listed in (b) to (f) (limited to cases where we have specified the planning fee in the contract document)		An amount equivalent to Amount equivalent to
(b) Where the contract is cancelled on or after the 20th day (or the 10th day in the case of a day trip) prior to the day before the commencement of the trip (excluding the cases listed in (c) to (f))		Up to Up to 20%
(c) Cancellation on or after the date falling on the seventh day prior to the day before the commencement of the tour (excluding the cases listed in (d) to (f))		Up to
(d) Cancellation on the day before the start of the trip		up to 30% of the travel cost
(e) Cancellation on the day the tour commences (excluding the cases listed in (f))		Up to 40% of the travel cost
(f) Cancellation after the tour has commenced or in the event of a no-show without prior notice		Up to 50% of the travel cost Up to 100%
(ii) Customised package travel contracts using chartered vessels		The provisions regarding cancellation fees
Notes	(i) The amount of the cancellation fee shall be clearly stated in the written contract. (2) For the purposes of applying this table, 'after the commencement of the trip' refers to the period from 'the time when the provision of services commenced', as stipulated in Article 2, Paragraph 3 of the attached Special Compensation Regulations.	

2 Cancellation Fees for Overseas Travel

Category	Category	Cancellation Cancellation Fee
~ Bespoke package travel contracts involving the use of an aircraft upon departure from or return to Japan (excluding the travel contracts listed in the following paragraph)		
(a) Cases other than those listed in (a) to (d) (limited to cases where the Company has clearly stated the amount of the planning fee in the written contract)		An amount equivalent to the planning fee
(b) Cancellation made on or after the 30th day prior to the commencement date of the tour (excluding the cases listed in (c) and (d))		Up to
(c) Cancellation on or after the day before the day before the start of the tour (excluding the cases listed in (d))		Up to 20% of the travel cost

(d) Cancellation after the start of the trip or no-show without notice	Up to 100% or more 100%
2 Bespoke package tour contracts using chartered aircraft	
(b) Cases other than those listed in (a) to (e) (limited to cases where the Company has clearly stated the package fee in the written contract)	An amount equivalent to the package price
(b) Cancellation made on or after the 90th day prior to the commencement date of the tour (excluding the cases listed in (c) to (e))	Up to 20% of the travel cost
(c) Cancellation on or after the 30th day prior to the day before the start of the trip (excluding the cases listed in (d) and (e))	Up to 50% of the travel cost
(d) Cancellation on or after the 20th day prior to the day before the start of the trip (excluding the cases listed in (e))	Up to 80% of the travel cost
Ho In the event of cancellation or a no-show without prior notice on or after the third day prior to the start of the trip	up to 100%
3 Bespoke package tour contracts involving the use of a vessel for departure from and return to Japan	Subject to the cancellation fee provisions applicable to the vessel in question.
Notes (i) The amount of the cancellation fee shall be clearly stated in the written contract. (2) For the purposes of this table, 'after the commencement of the tour' refers to the period from 'the time when the provision of services as stipulated in Article 2, Paragraph 3 of the attached Special Compensation Regulations' as defined in Article 2, Paragraph 3 of the attached Special Compensation Regulations.	

Appendix 2 Compensation for Changes (Relating to Article 30, Paragraph 1)

Changes requiring payment of a change compensation	Rate per case (%)	
	Before the start of the trip	After the start of the trip
~ Change to the travel start date or travel end date stated in the contract	1.5	3.0
2. Change to the tourist attractions or facilities (including restaurants) or other travel destinations specified in the contract	1.0	2.0
3. Change to a lower class or standard of transport or facilities specified in the contract (limited to cases where the total cost of the class and facilities after the change is lower than that specified in the contract)	1.0	2.0
4. Change to the type of transport or the name of the transport company specified in the contract document	1.0	2.0
5. Change to a flight departing from or arriving at a different airport within Japan from that specified in the contract to a different flight	1.0	2.0

6	Change from a direct flight to a connecting flight or a flight via a stopover between destinations within Japan and outside Japan, as specified in the contract	1.0	2.0
7	Change to the type or name of the accommodation specified in the contract	1.0	2.0
8	Changes to the type of room, facilities, view and other conditions of the room at the accommodation provider specified in the contract	1.0	2.0
<p>Note 1 'Before the start of the trip' refers to cases where the traveller is notified of the change by the day before the start of the trip and 'after the start of the trip' refers to cases where the traveller is notified of the change on or after the day the trip begins</p>			
<p>Note 2: Where a confirmation document has been issued, the term "contract document" shall be read as "confirmation document", and</p>			
<p>apply this table. In such cases, should any changes arise between the details stated in the contract document and those in the confirmation document, or between the details in the confirmation document and the travel services actually provided, each such change shall be treated as a separate instance.</p>			
<p>Note 3 Where the means of transport relating to the changes listed in Item 3 or Item 4 involves the use of accommodation facilities, it shall be treated as one case per night.</p>			
<p>Note 4 This shall not apply to changes in the name of a transport operator listed in Item 4 where such a change involves an upgrade to a higher class or better facilities.</p>			
<p>Note 5 Even if multiple changes listed in Item 4, Item 7 or Item 8 occur during a single journey or a single night's stay, they shall be treated as a single case per journey or per night's stay.</p>			

Appendix

Special Compensation Regulations

Chapter 1 Payment of Compensation, etc.

(The Company's Liability to Pay)

Article 1 Where a traveller participating in a package tour organised by the Company sustains bodily injury during such tour as a result of a sudden and unforeseen external accident (hereinafter referred to as an 'Accident'), the Company shall pay to the traveller or their legal heirs death compensation, compensation for permanent disability, hospitalisation allowance and outpatient allowance (hereinafter

"Compensation, etc.") to the traveller or their legal heirs in accordance with the provisions of Chapters 1 to 4.

2. The term 'injury' in the preceding paragraph includes symptoms of poisoning arising suddenly from the accidental and simultaneous inhalation, absorption or ingestion of toxic gases or toxic substances from outside the body (excluding symptoms of poisoning resulting from continuous inhalation, absorption or ingestion). However, this does not include bacterial food poisoning.

(Definitions)

Article 2 In these Regulations, 'package tour' means that defined in Article 2, paragraph 1 of the Standard Travel Agency Terms and Conditions, Section on Package Tour Contracts for Recruitment, and Article 2, paragraph 1 of the Section on Package Tour Contracts for Order.

2. In these Regulations, the term 'during participation in a package tour' refers to the period from the time the traveller commences receiving the first service provided by a transport or accommodation provider, as specified in the itinerary of the package tour and provided via tickets and similar documents arranged in advance by the Company for the purpose of the traveller's participation in the package tour, until the time the traveller completes receiving the final service provided by a transport or accommodation provider. However, where a traveller departs from the pre-determined itinerary of the package tour, if the traveller has notified the Company in advance of the scheduled dates and times of departure and return, the period from the time of departure until the scheduled time of return shall be deemed to be "during participation in the package tour"; furthermore, if the traveller departs without having notified the Company in advance of the scheduled date and time of departure and return, or departs without a scheduled return, the period from the time of departure until the time of return, or the period from the time of departure onwards, shall not be deemed to be 'during participation in the package tour'. Furthermore, where the itinerary for the organised tour specifies a day on which the traveller will not receive any services provided by transport or accommodation providers arranged by the Company (based on the standard time at the destination) and where the contract document clearly states this fact and specifies that no compensation or condolence payments under these regulations will be made for any damage suffered by the traveller as a result of an accident occurring on that day, that day shall not be deemed to be 'during participation in the organised tour'.
3. The phrase "the time when the traveller begins to receive services" in the preceding paragraph refers to any of the following times: (i) Where check-in is conducted by a tour escort, an employee of the Company or an agent of the Company, the time at which such check-in is completed
- (ii) Where the check-in referred to in the preceding sub-paragraph is not carried out, the time when the first carrier, accommodation provider, or similar entity
- (i) (a) in the case of an aircraft, the time when baggage inspection, etc., within the airport premises accessible only to passengers is completed; or (b) where the means of transport is a ship, the time when boarding procedures are completed
- (c) (c) in the case of a railway, upon passing through the ticket barrier or, where there is no ticket barrier, upon boarding the train (d) In the case of a vehicle, upon boarding
- (e) In the case of accommodation facilities: upon entry to the facility
- ~ In the case of facilities other than accommodation establishments, upon completion of the procedures for using the facility.
- 4 The phrase 'when the provision of services has been completed' in paragraph 2 refers to any of the following occasions: (i) Where a tour escort, an employee of the Company or an agent announces the conclusion of the tour, the time of such announcement

- (ii) Where no announcement of the end of the tour has been made as in the preceding sub-item, the time when the final carrier, accommodation provider, etc. an aircraft, the time of departure from the airport premises accessible only to passengers
 - (b) (b) a ship: upon disembarkation
 - (c) (c) in the case of a railway, upon completion of ticket inspection or, where there is no ticket inspection, upon alighting from the train (d) In the case of a vehicle, upon alighting
- E In the case of accommodation facilities, upon leaving the facility
- ~ In the case of facilities other than accommodation establishments, upon leaving the facility.

Chapter 2 Cases in which compensation, etc. is not paid

(Cases in Which Compensation, etc. Is Not Paid – Part One)

Article 3 The Company shall not pay compensation, etc., for injuries arising from the causes listed in the following items.

- ~ The wilful act of the traveller. Provided, however, that this shall not apply to injury sustained by a person other than the traveller in question. 2. The wilful act of the person entitled to receive the death benefit. Provided, however, that where such person is a beneficiary of a portion of the death benefit, this shall not apply to the amount to be received by other persons.
- (iii) Suicide, criminal acts or acts of violence committed by the traveller. Provided, however, that this shall not apply to injuries sustained by persons other than the traveller in question.
- (iv) Accidents occurring whilst the traveller is driving a motor vehicle or motorised bicycle without the driving licence required by law, or whilst under the influence of alcohol to the extent that they are unable to drive normally. However, this shall not apply to injuries sustained by persons other than the traveller in question.
- 5. Accidents arising whilst the traveller intentionally commits an act in violation of laws and regulations, or whilst receiving services provided in violation of laws and regulations. However, this shall not apply to injuries sustained by persons other than the traveller in question.
- 6. Brain disorders, illnesses or mental incapacity of the traveller. However, this shall not apply to injuries sustained by persons other than the traveller in question.
- 7. The traveller's pregnancy, childbirth, premature birth, miscarriage, or surgical or other medical procedures. However, this shall not apply where such procedures are undertaken to treat an injury for which the Company is liable to provide compensation.
- 8. Accidents occurring whilst the traveller is serving a sentence, under detention or in prison
- 9. War, the use of force by a foreign power, revolution, seizure of power, civil war, armed rebellion or other similar incidents, or riots (in these Regulations, this refers to a state in which public order is significantly disrupted throughout the country or in a specific region due to the actions of a crowd or a large group of people, and which is recognised as a serious situation in terms of maintaining public order).
- 10. The radioactive, explosive or other harmful properties of nuclear fuel material (including spent fuel; the same shall apply hereinafter) or of objects contaminated by nuclear fuel material (including fission products), or accidents arising from such properties
- 11. Accidents arising in conjunction with the causes set out in the preceding two items, or accidents arising from the disruption of public order accompanying such causes 12. Radiation exposure or radioactive contamination other than that referred to in item 10
- 2. The Company shall not pay compensation or other benefits for cervical syndrome (so-called 'whiplash') or lower back pain where there are no objective symptoms, regardless of the cause.

(Cases in which compensation, etc. shall not be paid – Part 2)

Article 4 In the case of package tours for the purpose of domestic travel, in addition to the provisions of the preceding Article, the Company shall not pay compensation, etc., for injuries arising from the causes listed in the following items.

- ~ Earthquakes, volcanic eruptions or tsunamis

2 Accidents arising from the causes listed in the preceding item, or accidents arising from the resulting disruption of public order

(Cases in which compensation, etc. will not be paid – (iii))

Article 5 The Company shall not pay compensation, etc., for the injuries listed in the following items unless the acts specified in each item are included in the itinerary of the package tour predetermined by the Company. However, where the acts specified in each item are included in the itinerary, the Company shall also pay compensation, etc., for injuries arising from similar acts during participation in the package tour outside the itinerary.

~ Injuries sustained whilst the traveller is engaging in the sports specified in Appendix 1

(ii) Injury sustained whilst the traveller is engaging in competitions, races, performances ~~including practice~~ or test runs (meaning driving or manoeuvring for the purpose of performance testing) involving motor vehicles, mopeds or motorboats. Provided, however, that compensation and other benefits shall be paid for injury sustained whilst engaging in such activities on a public road using a motor vehicle or moped, even if such activities are not included in the itinerary of the package tour.

(iii) Injury sustained whilst the traveller is piloting an aircraft other than one operated by an air carrier on a fixed route (whether scheduled or non-scheduled)

(Cases in which compensation, etc., will not be paid – Item 4)

Article 5-2 The Company may refrain from paying compensation, etc., if the traveller or the person entitled to receive death compensation falls under any of the grounds listed in the following items. However, this shall not apply to the amount to be received by other persons where the said person is a partial beneficiary of ~~the death~~ compensation.

~ Being recognised as belonging to an organised crime group, a member of such a group, an associate of such a group, a company affiliated with such a group, or any other anti-social force (hereinafter referred to as 'anti-social forces').

(ii) Being deemed to be involved in providing funds or other benefits to anti-social forces, or otherwise facilitating their activities. (iii) Being deemed to be making improper use of anti-social forces.

(iv) Being deemed to have a relationship with anti-social forces that is socially reprehensible.

Chapter 3 Types and Amounts of Compensation

(Payment of Death Compensation)

Article 6 In the event that a traveller sustains an injury as defined in Article 1 and, as a direct result thereof, dies within 180 days of the date of the accident, the Company shall pay the traveller's legal heirs a death benefit of 25 million yen per traveller for package tours intended for overseas travel, and 15 million yen per traveller for package tours intended for domestic travel (hereinafter referred to as the 'Compensation Amount'). However, if a compensation payment for permanent disability has already been made in respect of the traveller concerned, the Company shall pay the balance remaining after deducting the amount already paid from the compensation amount.

(Payment of Compensation for Permanent Disability)

Article 7 Should a traveller sustain an injury as defined in Article 1 and, as a direct result thereof, suffer ~~permanent disability~~ (meaning a serious impairment of bodily function ~~that cannot be recovered in the future or the loss of part of the body~~, occurring after the injury that caused it has healed) within 180 days from the date of the accident, ~~The same shall apply hereinafter.~~ the Company shall pay the traveller, ~~per person~~ an amount calculated by multiplying the compensation amount by the percentage set out in each item of Appendix 2 as compensation for permanent disability.

2. Notwithstanding the provisions of the preceding paragraph, if the traveller remains in a condition requiring treatment beyond 180 days from the date of the accident, the Company shall assess the degree of permanent disability based on a doctor's diagnosis on the 181st day from the date of the accident and pay the ~~disability~~ compensation.

3. For permanent disabilities not listed in the items of Appendix 2, the amount of compensation for permanent disability shall be determined

in accordance with the degree of physical impairment and in accordance with the classifications set out in the items of Appendix 2. However, no compensation for permanent disability shall be paid for impairments that do not amount to the functional impairments listed in items 1(3) 1(4) 2(3) 4(4) and 5(2) of Appendix 2.

4. Where two or more types of permanent disability arise from the same accident, the Company shall apply the preceding three paragraphs to each such disability and pay the total amount. However, for permanent disabilities of the upper limbs (arms and hands) or lower limbs (legs and feet) as specified in Items 7, 8 and 9 of Appendix 2, the compensation for permanent disability for each limb shall be limited to 60% of the compensation amount.
5. The amount of compensation for permanent disability payable by us pursuant to the preceding paragraphs shall be limited to the sum insured per traveller per package tour.

(Payment of Hospitalisation Allowance)

Article 8: Where a traveller sustains an injury as defined in Article 1 and, as a direct result thereof, is unable to engage in their usual work or lead a normal life, and is hospitalised (meaning admission to a hospital or clinic to devote themselves to treatment under the constant supervision of a doctor, where treatment at home or elsewhere is difficult due to the need for medical treatment; The same shall apply hereinafter in this Article.) the Company shall pay the traveller a hospitalisation allowance in accordance with the following categories for the number of days (hereinafter referred to as 'days of hospitalisation').

~ In the case of package tours for the purpose of overseas travel

- (a) In the event of an injury resulting in hospitalisation of 180 days or more. 400,000 yen
- (b) In the event of an injury resulting in hospitalisation for 90 days or more but less than 180 days. 200,000 yen
- (c) In the event of an injury resulting in hospitalisation for 7 days or more but less than 90 days. 100,000 yen
- (d) In the event of an injury resulting in hospitalisation of less than 7 days. 40,000 yen

2. In the case of a package tour for the purpose of domestic travel

- (a) In the event of an injury resulting in hospitalisation for 180 days or more. 200,000 yen
- (b) When an injury results in hospitalisation for 90 days or more but less than 180 days. 100,000 yen
- (c) When an injury results in hospitalisation for 7 days or more but less than 90 days. 50,000 yen
- (ii) In the event of an injury resulting in a hospital stay of less than seven days. 20,000 yen

2. Even if the traveller is not hospitalised, if any of the items in Appendix 3 apply and the traveller has received medical treatment, the period during which they are in that condition shall be deemed to be a period of hospitalisation for the purposes of the provisions of the preceding paragraph.
3. Where the Company is required to pay both a hospitalisation allowance and a death benefit, or a hospitalisation allowance and a permanent disability benefit, to a single traveller, it shall pay the total amount.

(Payment of Outpatient Benefit)

Article 9 Where a traveller sustains an injury as defined in Article 1 and, as a direct result thereof, is prevented from engaging in their usual work or experiencing hindrance to their normal daily life, and where they undergo outpatient treatment (meaning, in cases where treatment by a doctor is required, visiting a hospital, clinic or online medical consultation facility to receive treatment from a doctor (including home visits and online consultations); The same shall apply hereinafter in this Article.) and the number of days (hereinafter referred to as the 'number of days of hospital visits') reaches three or more, we shall pay the traveller a hospital visit allowance for the said number of days in accordance with the following categories.

~ In the case of a package tour for the purpose of overseas travel

- (a) Where the traveller sustains an injury requiring 90 or more days of hospital visits. 100,000 yen
- (b) In the event of an injury requiring hospital treatment for a period of seven days or more but less than ninety days. 50,000 yen
- (c) In the event of an injury requiring hospitalisation for 3 days or more but less than 7 days. 20,000 yen

2. In the case of a package tour for the purpose of domestic travel

- (a) In the event of an injury requiring hospital treatment for 90 days or more. 50,000 yen

(b) When an injury is sustained requiring hospital treatment for seven days or more but less than ninety days. 25,000 yen (c) When an injury is sustained requiring hospital treatment for three days or more but less than seven days.

10,000

yen

2. Even if the traveller does not attend hospital, if the Company recognises that significant hindrance to the performance of normal duties or to normal daily life has arisen as a result of the traveller wearing a plaster cast or similar device at all times on a doctor's instructions to immobilise the injured part (e.g. in the case of a fracture), the period during which the traveller is in that condition shall be deemed to be the number of days of hospital attendance for the purposes of applying the provisions of the preceding paragraph.
3. The Company shall not pay the hospitalisation allowance for hospital visits made after the injury has healed to the extent that there is no hindrance to the performance of normal duties or daily life.
4. Under no circumstances shall the Company pay the hospitalisation allowance for hospital visits occurring more than 180 days after the date of the accident.
5. Where the Company is required to pay both a hospitalisation allowance and a death benefit, or a hospitalisation allowance and a permanent disability benefit, to a single traveller, it shall pay the total amount.

(Special Provisions Concerning the Payment of Hospitalisation Allowance and Outpatient Treatment Allowance)

Article 10 Notwithstanding the provisions of the ~~Articles~~ articles, where a single traveller has been hospitalised for one day or more and has also undergone outpatient treatment for one day or more, the Company shall pay only the higher of the compensation amounts listed in the following items (in the event of an equal amount, the amount listed in Item 1).

~ The hospitalisation allowance payable by the Company for the relevant number of days of hospitalisation

2 The outpatient allowance payable by the Company for the number of days obtained by adding the number of days of the said hospitalisation to the number of days of the said outpatient treatment (excluding those falling within the period for which the Company is required to pay the hospitalisation allowance)

(Presumption of Death)

Article 11: If a traveller has not been found within thirty days of the aircraft or vessel on which they were travelling going missing or suffering a disaster, it shall be presumed that the traveller died as a result of an injury referred to in Article 1 on the date the aircraft or vessel went missing or suffered the disaster.

(Influence of Other Physical Disabilities or Illnesses)

Article 12: Where the injury referred to in Article 1 is aggravated by the effects of a physical disability or illness already existing at the time the injury was sustained, or by the effects of an injury or illness arising after the injury referred to in Article 1 was sustained and unrelated to the accident that caused it, the amount payable shall be determined as if such effects had not existed.

Chapter IV Procedures for Reporting Accidents and Claiming Compensation

(Request for Explanation Regarding the Degree of Injury, etc.)

Article 13 Where a traveller sustains an injury as defined in Article 1, the Company may request the traveller or the person entitled to receive the death benefit to provide an explanation regarding the extent of the injury and an overview of the accident that caused it, or may request a medical examination of the traveller or a post-mortem examination of the body. In such cases, the traveller or the person entitled to receive the death benefit must cooperate with these requests.

2. Where a traveller or the person entitled to receive death compensation suffers an injury as defined in Article 1 due to causes unknown to the Company, they must report to the Company, within thirty days of the date of the accident, the extent of the injury and an outline of the accident that caused it.
3. If the traveller or the person entitled to receive the death benefit violates the provisions of the preceding two paragraphs without a valid reason recognised by the Company, or fails to disclose facts known to them in connection with such explanation or report, or provides false information, the Company shall not pay the benefit or other compensation.

(Claims for Compensation, etc.)

Article 14 Where a traveller or a person entitled to receive death benefits wishes to receive payment of benefits, etc., they must submit to the Company the claim form for benefits, etc. prescribed by the Company and the documents listed below.

~ In the case of a claim for death compensation

(b) A certified copy of the traveller's family register, together with certified copies of the family registers of the legal heirs and their seal registration certificates.

(b) Accident certificate issued by a public authority (or, in unavoidable circumstances, by a third party)

C The traveller's death certificate or post-mortem report In the case of a claim for compensation for permanent disability

(a) Certificate of the traveller's registered seal

(b) Accident certificate issued by a public authority (or, where unavoidable, by a third party) (c) Medical certificate from a doctor attesting to the extent of the permanent disability

3 In the case of a claim for hospitalisation allowance

(a) Accident certificate issued by a public authority (or, where unavoidable, a third party) (b) Medical certificate attesting to the extent of the injury

C Certification from the hospital or clinic stating the number of days of hospitalisation or outpatient treatment In the case of a claim for outpatient care allowance

(a) Accident certificate issued by a public authority (or, where unavoidable, by a third party) (b) A doctor's medical certificate attesting to the extent of the injury

C Certification from the hospital or clinic stating the number of days of hospitalisation or outpatient treatment

2 We may request the submission of documents other than those specified in the preceding paragraph, or may permit the omission of some of the documents specified in the preceding paragraph.

3 If the traveller or the person entitled to receive the death benefit breaches the provisions of paragraph 1, or fails to disclose facts known to them regarding the documents submitted, or provides false information, the Company shall not pay the benefit or other compensation.

(Subrogation)

Article 15 Even if the Company pays compensation, etc., the right of the traveller or their heirs to claim damages from a third party in respect of the injury sustained by the traveller shall not be transferred to the Company.

Chapter 5 Compensation for Damage to Personal Belongings

(Our Liability for Payment)

Article 16 The Company shall, in accordance with the provisions of this Chapter, pay compensation for damage to personal effects (hereinafter referred to as 'Compensable Items') owned by a traveller participating in a package tour organised by the Company, where such damage is caused by an accidental incident occurring during the traveller's participation in that package tour.

(Cases in Which Compensation Will Not Be Paid – Part 1)

Article 17 The Company shall not pay compensation for damage arising from any of the following causes: 1. The traveller's wilful act. Provided, however, that this shall not apply to damage suffered by a person other than the traveller in question. 2. The wilful act of a relative living in the same household as the traveller. Provided, however, that this shall not apply where the act was not intended to enable the traveller to receive compensation.

(iii) An act of suicide, a criminal act or an act of violence committed by the traveller. Provided, however, that this shall not apply to damage suffered by a person other than the traveller in question.

(iv) Where the traveller does not hold a driving licence as prescribed by law, or where there is a risk that they cannot drive normally due to being under the influence of alcohol

An accident occurring whilst driving a motor vehicle or moped under certain circumstances. However, this does not apply to damage suffered by persons other than the traveller in question.

- 5 Accidents arising whilst the traveller intentionally acts in contravention of laws and regulations, or whilst receiving services provided in contravention of laws and regulations. However, this shall not apply to damage suffered by persons other than the traveller in question.
 - 6 The exercise of public authority by the State or a public body, such as seizure, requisition, confiscation or destruction. However, this shall not apply where such measures are taken as necessary for firefighting or evacuation.
 - 7 Defects in the insured property. However, this excludes defects which could not have been discovered even if the traveller or the person managing the insured property on their behalf had exercised reasonable care.
 - 8 Natural wear and tear, rust, mould, discolouration, gnawing by rodents, insect damage, etc., to the insured property.
 - 9 Damage that is merely cosmetic and does not impair the functionality of the insured item
 - 10 Spillage of liquids that are covered items. However, this shall not apply to damage caused to other covered items as a result thereof.
 - 11 Leaving the insured item behind or losing it
 - 12 The causes listed in Article 3, paragraph 1, items 9 to 12
- 2 In the case of package tours for the purpose of domestic travel, in addition to the provisions of the preceding paragraph, the Company shall not pay compensation for damage arising from the grounds listed in the following items.
- ~ Earthquakes, volcanic eruptions or tsunamis
- 2 Accidents arising from the causes listed in the preceding item, or accidents arising from the disruption of public order accompanying such causes

(Cases in which compensation is not paid – Part 2)

Article 17-2 The Company may refuse to pay compensation in the event that the traveller falls under any of the following categories:

- ~ Being recognised as a member of an anti-social group.
- 2 Being deemed to be involved with anti-social forces such as by providing funds or other benefits to them. 3 Being deemed to be improperly utilising anti-social forces.
- 4 In the case of a legal entity, being deemed to be under the control of an anti-social group, or such a group being deemed to be substantially involved in the management of that legal entity.
- 5 Being deemed to have any other relationship with anti-social forces that is socially reprehensible.

(Items Covered by Compensation and Scope)

Article 18 Items eligible for compensation are limited to personal belongings owned by the traveller and carried by them whilst participating in the package tour.

- 2 Notwithstanding the provisions of the preceding paragraph, the items listed in the following subparagraphs shall not be included in the items covered by compensation.
- (i) Cash, cheques and other securities, revenue stamps, postage stamps and other similar items
 - (ii) Credit cards, vouchers, airline tickets, passports and other similar items
 - (iii) Manuscripts, design documents, drawings, ledgers and other similar items (including those recorded on recording media that can be directly processed by information equipment (computers and their peripheral devices, such as terminals), such as magnetic tapes, magnetic discs, CD-ROMs and optical discs)
 - (iv) Vessels (including yachts, motorboats and boats), motor vehicles, mopeds and their accessories
5. Mountaineering equipment, exploration equipment and other similar items
 6. Dentures, prosthetic limbs, contact lenses and other similar items
 7. Animals and plants

(viii) Any other items designated in advance by the Company

(Amount of Loss and Amount of Compensation Payable)

Article 19 The amount of damage for which the Company is required to pay compensation (hereinafter the 'Amount of Damage') shall be determined on the basis of the lower of:

and the costs specified in paragraph 3 of the following Article, whichever is the lower.

- 2 Where the amount of damage to a single item or pair of items covered by the compensation exceeds 100,000 yen, the Company shall deem the amount of damage to that item to be 100,000 yen and apply the provisions of the preceding paragraph.
- 3 The amount of compensation payable by the Company shall be limited to 150,000 yen per traveller per package tour. However, the Company shall not pay compensation if the amount of damage does not exceed 3,000 yen per traveller per incident.

(Prevention of Damage, etc.)

Article 20 Upon becoming aware that damage as defined in Article 16 has occurred to an item covered by the compensation, the traveller must fulfil the following obligations.

- ~ endeavour to prevent or mitigate the damage.
 - 2 Notify the Company without delay of the extent of the damage, an outline of the accident that caused it, and whether or not there is an insurance policy covering the items eligible for compensation for which the traveller has suffered damage.
 - 3 Where the traveller is entitled to compensation for the damage from a third party, the traveller must take the necessary steps to exercise that right.
2. If the traveller breaches item (i) of the preceding paragraph without justifiable cause, the Company shall deem the amount remaining after deducting the sum deemed to have been preventable or mitigable to be the amount of the loss; if the traveller breaches item (ii) of the same paragraph, the Company shall not pay compensation for the loss; and if the traveller breaches item (iii) of the same paragraph, the Company shall deem the amount remaining after deducting the sum deemed to have been recoverable through the exercise of the rights to be the amount of the loss.
3. We shall pay the following expenses:
- ~ Expenses incurred for the prevention or mitigation of the damage specified in paragraph 1, item (i), which the Company deems necessary or beneficial

(ii) Expenses necessary for the procedures prescribed in paragraph 1, item 3

(Claims for Compensation)

Article 21 Where a traveller wishes to receive payment of compensation for damages, he or she must submit to the Company the claim form for compensation for damages prescribed by the Company and the documents listed below.

~ An accident certificate issued by a police station or a third party acting in its stead; and Documents proving the extent of damage to the items covered by the compensation

(iii) Any other documents requested by the Company

2. If the traveller breaches the provisions of the preceding paragraph, or if they intentionally provide false information in the documents submitted, or if they forge or alter such documents (the same shall apply where they cause a third party to do so), the Company shall not pay compensation.

(Where an insurance contract exists)

Article 22 Where there is an insurance policy providing for the payment of insurance benefits in respect of the damage referred to in Article 16, the Company may reduce the amount of compensation payable by the Company.

(Subrogation)

Article 23 Where the traveller has a right of claim for damages against a third party in respect of damage for which we are liable to pay compensation

, such right of claim shall be transferred to the Company to the extent of the amount of compensation paid by the Company to the traveller.

Appendix 1 (Relating to Article 5, Item 1)

Mountain climbing (involving the use of mountaineering equipment such as ice axes, crampons, ropes and hammers) Luge
 Bobsleigh Skydiving Hang-gliding Flying in ultralight aircraft (motorised hang-gliders, microlights, ultralights, etc.) Flying
 in gyroplanes Other dangerous activities similar to these

Appendix 2 (Relating to Article 7, paragraphs 1, 3 and 4)

~ Eye Impairment	
(i) When both eyes have lost their sight.	100%
(ii) When vision is lost in one eye.	60%
(3) When the corrected visual acuity of one eye falls to 0.6 or below.	5%
(iv) When the visual field of one eye becomes narrowed (meaning the total angle of the visual field is 60% or less of the normal visual field).	5%
) occurs. 2 Hearing impairment	80%
(1) When hearing is completely lost in both ears.	30%
(2) When hearing in one ear is completely lost.	5%
(3) When hearing in one ear is such that normal speech cannot be understood at a distance of 50 centimetres or more. 3 Nasal impairment	20%
Where there is a significant impairment of nasal function. 4 Mastication and speech impairment	100%
(1) Where the functions of mastication or speech have been completely lost.	35%
(2) Where there is a significant impairment of masticatory or speech function.	15%
(iii) Where there remains an impairment of the functions of mastication or speech.	5%
(iv) Where five or more teeth are missing.	
5 Disfigurement of the appearance (referring to the face and neck)	15%
(1) Where significant disfigurement of the appearance remains.	3%
(2) Where disfigurement remains on the face (in the case of the face, a scar with a diameter of two centimetres or a length of three centimetres or a linear scar of approximately 3 centimetres in length).	40%
	30%
	15%
6 Spinal Impairment	
(1) Where there is a significant deformity of the spine or a significant impairment of movement.	60%
(2) Where there is residual motor impairment of the spine.	50%
(iii) Where a deformity of the spine remains.	35%
7 Impairment of the arm (meaning the wrist or above) or leg (meaning the ankle or above)	5%
(1) Loss of one arm or one leg.	
(ii) Where the function of two or all three of the major joints of one arm or one leg has been completely lost.	20%
(iii) When the function of one of the three major joints of an arm or a leg is completely lost.	
(iv) Where there is a residual impairment of function in one arm or one leg. 8 Impairment of the fingers	
(1) When the thumb of one hand is lost at or above the finger joint (interphalangeal joint).	

(2)	Where there is a significant impairment of the function of the thumb of one hand.	15%
(iii)	Where a finger other than the thumb is lost at or above the second interphalangeal joint (distal interphalangeal joint).	8%
(iv)	Where there is a significant impairment of the function of a finger other than the thumb. 9 _(i) Impairment of the toes	5%
(1)	(1) Where the first toe of one foot has been lost at or above the metatarsophalangeal joint (interphalangeal joint).	10%
(2)	Where there is a significant impairment of the function of the first toe of one foot.	8%
(3)	When a toe other than the big toe is lost at or above the second toe joint (distal interphalangeal joint).	5%
(iv)	Where there is a significant impairment of the function of a toe other than the big toe.	3%
10	Where, due to other significant physical impairments, the person is unable to manage their own affairs for the rest of their life.	100%
<p>Note In the provisions of Items 7, 8 and 9, the term 'and above' refers to the part of the body closer to the heart than the joint in question.</p>		

Appendix 3 (Relating to Article 8, Paragraph 2)

~ The corrected visual acuity of both eyes is 0.06 or less. 2
Loss of masticatory or speech function.

3 The person must have lost hearing in both ears.

4 The loss of function in all joints from the wrist upwards in both upper limbs. 5 Loss of function in one lower limb.

6 Physical mobility is restricted primarily to activities of daily living, such as eating and washing, due to impairment of the thoracic and abdominal organs.

7 Physical freedom is restricted primarily to activities of daily living, such as eating and washing, due to a disorder of the nervous system or a mental disorder. 8 Physical freedom is restricted primarily to activities of daily living, such as eating and washing, due to combined impairments of the above-mentioned areas or other causes

(Note) In the provisions of Item 4, the term 'and above' refers to the part of the body closer to the heart than the joint in question.

Arranged Travel Contract Section

Chapter 1 General Provisions

(Scope of Application)

- Article 1 Travel arrangement contracts concluded between the Company and travellers shall be governed by the provisions of these Terms and Conditions. Matters not provided for in these Terms and Conditions shall be governed by applicable laws and regulations or generally established customs.
- 2 Where the Company has entered into a special agreement in writing, provided that such agreement does not contravene laws and regulations and is not to the detriment of the traveller, such special agreement shall take precedence over the provisions of the preceding paragraph.

(Definitions)

- Article 2 In these Terms and Conditions, the term 'travel arrangement contract' refers to a contract whereby the Company undertakes, at the traveller's request, to make arrangements so that the traveller may receive transport, accommodation and other travel-related services (hereinafter referred to as 'travel services') provided by transport and accommodation providers, etc., by acting as an agent, intermediary or broker on the traveller's behalf.
2. In these Terms and Conditions, "domestic travel" refers to travel within Japan only, and "overseas travel" refers to travel other than domestic travel.
3. In these Terms and Conditions, "travel cost" refers to the fares, accommodation charges and other expenses paid by us to transport and accommodation providers, etc., for the purpose of arranging travel services, as well as our prescribed travel agency handling fees (excluding change and cancellation fees).
4. In this section, 'telecommunications contract' means an arrangement travel contract concluded with a card member of a credit card company with which we have a partnership (hereinafter referred to as the 'partner company') via telephone, post, facsimile, the internet or other means of communication, and which stipulates that the traveller shall in advance agree to the settlement of any claims or liabilities arising from the travel arrangement contract held by the Company against the traveller, relating to the travel cost, etc., in accordance with the cardholder terms and conditions of the Partner Company separately stipulated on or after the date on which such claims or liabilities are due to be fulfilled, and that the travel cost, etc., shall be paid by the methods specified in Article 16, Paragraph 2 or Paragraph 5.
5. In these Terms and Conditions, the term 'Card Usage Date' refers to the date on which the traveller or the Company is required to fulfil the obligation to pay or refund travel costs, etc., under the travel arrangement contract.

(Termination of Arrangement Obligations)

- Article 3 Where the Company has arranged travel services with the care of a prudent manager, the Company's obligations under the travel arrangement contract shall be discharged. Consequently, even if a contract for the provision of travel services could not be concluded with transport or accommodation providers, etc., due to reasons such as full capacity, closure, or unsuitable conditions, the traveller must pay the Company the travel agency handling fee prescribed by the Company (hereinafter referred to as the "handling fee") provided that the Company has fulfilled its obligations. In the case of a contract concluded via telecommunications, the date of card use shall be the date on which we notified the traveller that we were unable to conclude a contract with transport or accommodation providers, etc., for the provision of travel services.

(Arrangement Agent)

- Article 4 In performing the travel arrangement contract, the Company may entrust all or part of the arrangements to other travel agents, persons engaged in the business of making arrangements, or other auxiliaries, both within and outside Japan.

Chapter II Conclusion of the Contract

(Application for Contract)

- Article 5 A traveller wishing to conclude a travel arrangement contract with the Company must complete the prescribed application form with the required details and submit it to the Company, together with an application fee of an amount separately specified by the Company.
- 2 Notwithstanding the provisions of the preceding paragraph, travellers wishing to conclude a communication contract with the Company must notify the Company of their membership number and the details of the travel services they **w i s h** to request.
 - 3 The application fee referred to in paragraph 1 shall be treated as part of the travel fare, cancellation fees and other monies payable by the traveller to the Company.

(Refusal to Conclude a Contract)

Article 6 The Company may refuse to conclude an arranged travel contract in the following cases.

- ~ Where a travel contract is to be concluded and the traveller is unable to settle all or part of the debt relating to the travel costs, etc., in accordance with the cardholder terms and conditions of the partner company, for example, because the traveller's credit card is invalid. 2 Where the traveller is deemed to be a member of an organised crime group, an associate of such a group, a person connected with such a group, a company associated with such a group, or a corporate extortionist, or any other anti-social force.
- 3 Where the traveller makes violent or unreasonable demands of the Company, or engages in threatening behaviour or the use of violence in relation to transactions, or acts equivalent thereto.
 - 4 Where the traveller spreads rumours, uses deceit or force to damage the Company's reputation or obstruct the Company's business, or engages in acts equivalent thereto.
 - 5 Where there are other operational requirements on our part.

(Time of Contract Formation)

- Article 7 The travel arrangement contract shall be deemed to have been concluded when the Company accepts the conclusion of the contract and receives the deposit referred to in Article 5, paragraph 1.
- 2 Notwithstanding the provisions of the preceding paragraph, a contract concluded by means of communication shall be deemed to have been concluded when a notification to the traveller stating that the Company has accepted the application referred to in Article 5, paragraph 2, has reached **t h e t r a v e l l e r**.

(Special Provisions Regarding the Formation of Contracts)

- Article 8 Notwithstanding the provisions of Article 5, paragraph 1, the Company may, by means of a special agreement in writing, conclude a travel arrangement contract solely upon acceptance of the contract, without payment of the deposit.
- 2 In the case referred to in the preceding paragraph, the time of conclusion of the travel arrangement contract shall be specified in the written document referred to in the preceding paragraph.

(Special Provisions Concerning Tickets and Accommodation Vouchers, etc.)

- Article 9 Notwithstanding the provisions of Article 5, paragraph 1, and the preceding Article, paragraph 1, the Company may accept verbal applications for travel arrangement contracts intended solely for the arrangement of transport or accommodation services, provided that a document indicating the right to receive the relevant travel services in exchange for the travel fare is issued.
2. In the case referred to in the preceding paragraph, the travel arrangement contract shall be deemed to have been concluded at the time the Company accepts the contract.

(Contract Document)

- Article 10 The Company shall, promptly after the conclusion of the travel arrangement contract, deliver to the traveller a document (hereinafter referred to as the 'contract document') setting out the travel itinerary, the details of the travel services, the travel price, other travel conditions and matters concerning the Company's liability. However, where the Company delivers tickets, accommodation vouchers or other documents evidencing the right to receive the travel services arranged by the Company in respect of all such services, the Company may omit the delivery of the said contract document.
2. Where the Contract Document referred to in the main text of the preceding paragraph is provided, the scope of travel services which the Company is obliged to arrange under the Travel Arrangement Contract shall be as set out in said Contract Document.

(Methods utilising information and communication technology)

Article 11 Where the Company intends to conclude an arranged travel contract, and has obtained the traveller's prior consent, the Company may, in lieu of delivering a document setting out the travel itinerary, the details of the travel services, the travel price, other travel conditions and matters concerning the Company's liability, or the contract document, provide the matters to be set out in such document (hereinafter referred to in this Article as the "specified matters"), the Company shall confirm that the Specified Information has been recorded in a file on the communication device used by the traveller.

2. In the case referred to in the preceding paragraph, if the communication device used by the traveller is not equipped with a file for recording the Stated Matters, we shall record the Stated Matters in a file on a communication device used by us (limited to those used exclusively for the traveller's purposes) and confirm that the traveller has viewed the Stated Matters.

Chapter III Amendment and Termination of the Contract

(Amendment of Contract Terms)

Article 12 The traveller may request the Company to amend the travel itinerary, the content of travel services, or other aspects of the travel arrangement contract. In such cases, the Company shall comply with the traveller's request to the extent possible.

2. Where the contents of the travel arrangement contract are amended at the traveller's request as set out in the preceding paragraph, the traveller shall bear any cancellation fees, penalty charges or other costs incurred in connection with the amendment of the arrangements that would otherwise be payable to transport or accommodation providers, etc., upon cancellation of arrangements already completed, and shall also pay the Company the amendment handling fee prescribed by the Company. Furthermore, any increase or decrease in the travel cost arising from such amendment to the travel arrangement contract shall be borne by the traveller.

(Voluntary Cancellation by the Traveller)

Article 13 The traveller may cancel the travel arrangement contract in whole or in part at any time.

2. Where the travel arrangement contract is cancelled pursuant to the provisions of the preceding paragraph, the traveller shall bear the cost of any cancellation fees, penalties or other expenses already paid or to be paid to transport or accommodation providers in respect of travel services already provided to the traveller, or in respect of travel services not yet provided; furthermore, the traveller must pay to the Company the cancellation processing fee prescribed by the Company and the handling fee which the Company would have received.

(Cancellation due to reasons attributable to the traveller)

Article 14 We may cancel the travel arrangement contract in the following cases: 1 Where the traveller fails to pay the travel fare by the prescribed date.

(ii) Where a credit card agreement has been concluded, and the traveller's credit card becomes invalid or the traveller is otherwise unable to settle all or part of the debt relating to the travel costs in accordance with the cardholder terms and conditions of the affiliated company. (iii) Where it is found that the traveller falls under any of the categories set out in Article 6, items (ii) to (iv).

2. Where the travel arrangement contract is cancelled pursuant to the provisions of the preceding paragraph, the traveller shall bear the cancellation fees, penalty charges and other costs relating to travel services not yet provided, as well as any costs already paid or to be paid to transport or accommodation providers, etc., and shall also pay to the Company the cancellation handling fee prescribed by the Company and the handling fee which the Company would have received.

(Cancellation due to reasons attributable to the Company)

Article 15 The traveller may cancel the travel arrangement contract if the arrangement of travel services becomes impossible due to reasons attributable to the Company.

2. Where the travel arrangement contract is cancelled pursuant to the preceding paragraph, the Company shall refund to the traveller the travel fees already received, excluding any costs already paid or to be paid to transport or accommodation providers, etc., in consideration for travel services already provided to the traveller.

3. The provisions of the preceding paragraph shall not preclude the traveller from claiming damages from the Company.

Chapter IV Travel Costs

(Travel Costs)

Article 16 The traveller must pay the travel fare to the Company by the deadline specified by the Company prior to the commencement of the tour.

2. Where a telecommunications contract has been concluded, the Company shall accept payment of the travel fare via a partner company's card without the traveller's signature on the prescribed slip. In such cases, the date of card use shall be the date on which the Company notifies the traveller of the confirmed details of the travel services.

3. The Company may revise the travel cost prior to the commencement of the tour if changes to the travel cost arise due to revisions in fares or charges by transport or accommodation providers, fluctuations in exchange rates, or other reasons.

4. In the circumstances described in the preceding paragraph, any increase or decrease in the travel cost shall be borne by the traveller.

5. Where the Company has entered into a communication contract with a traveller and costs or other charges that the traveller is required to bear under the provisions of Chapter 3 or Chapter 4 arise, the Company shall accept payment of such costs or charges via a partner company's card without the traveller's signature on the prescribed slip. In such cases, the card transaction date shall be the date on which the Company notifies the traveller of the amount of costs or other charges payable by the traveller to the Company, or the amount to be refunded by the Company to the traveller. However, where the Company cancels the travel arrangement contract pursuant to Article 14, paragraph 1, item 2, the traveller must pay the costs and other amounts payable to the Company by the date specified by the Company and using the payment method specified by the Company.

(Settlement of Travel Costs)

Article 17 Where the costs paid by the Company to transport and accommodation providers, etc., for the purpose of arranging travel services and which are to be borne by the traveller, together with handling fees (hereinafter referred to as the 'settlement travel cost'), do not match the amount already received as the travel cost, the Company shall promptly settle the travel cost after the conclusion of the trip in accordance with the provisions of the following paragraphs.

2. Where the settled travel cost exceeds the amount already received as the travel cost, the traveller must pay the difference to the Company.

3. If the final travel cost is less than the amount already received as the travel cost, the Company shall refund the difference to the traveller.

Chapter 5 Arrangements for Groups

(Arrangements for Groups)

Article 18 The provisions of this Chapter shall apply to the conclusion of a travel arrangement contract where multiple travellers travelling the same itinerary at the same time have designated a responsible representative (hereinafter the 'Contract Representative') submitted an application.

(Contract Representative)

Article 19 Unless otherwise agreed, the Company shall deem the Contract Representative to have full authority to act on behalf of all travellers comprising the group (hereinafter

"Members"), and shall conduct transactions relating to travel services for said group and the duties specified in Article 22, paragraph 1, with said Contract Representative.

2 The Contract Representative must submit a list of members to the Company or notify the Company of the number of members by the date specified by the Company.

3. The Company shall not be liable for any debts or obligations that the Contract Representative currently owes or is expected to owe in the future to the Members

- 4 If the Contract Representative does not accompany the group, the Company shall, after the commencement of the tour, regard a member of the group designated in advance by the Contract Representative as the Contract Representative.

(Special Provisions for Contract Formation)

Article 20: When concluding an arranged travel contract with the Contract Representative, the Company may, notwithstanding the provisions of Article 5, paragraph 1, accept the conclusion of the arranged travel contract without receiving payment of the application fee.

2. Where a Travel Arrangement Contract is concluded without receiving payment of the application fee pursuant to the provisions of the preceding paragraph, the Company shall deliver a written document stating this to the Contract Representative, and the Travel Arrangement Contract shall be deemed to have been concluded at the time the Company delivers said document.

(Change of Participants)

Article 21 Where the Contract Representative requests a change in the participants, the Company shall accommodate such a request to the extent possible.

- 2 Any increase or decrease in the travel cost arising from the change referred to in the preceding paragraph, as well as any expenses incurred in connection with such change, shall be borne by the participants.

(Tour Guide Services)

Article 22 The Company may, at the request of the Contract Holder, provide a tour escort to accompany the party or group and provide tour escort services.

- 2 The scope of the tour escort services provided by the tour escort shall, in principle, consist of duties necessary for the group to act in accordance with the pre-determined itinerary.
- 3 As a general rule, the hours during which the tour escort provides services shall be from 8:00 to 20:00.
- 4 When the Company provides tour escort services, the Contract Representative must pay the Company the prescribed tour escort service fee.

Chapter 6 Liability

(Our Liability)

Article 23 In the performance of the travel arrangement contract, if the Company or any person to whom the Company has delegated arrangements pursuant to the provisions of Article 4 (hereinafter referred to as the 'Arrangement Agent') causes damage to a traveller through wilful misconduct or negligence, the Company shall be liable to compensate for such damage. However, this shall apply only if the Company is notified within two years from the day following the occurrence of the damage.

2. Where the traveller suffers damage due to natural disasters, war, riots, the suspension of travel services by transport or accommodation providers, orders from public authorities, or other causes beyond the control of the Company or its Arrangement Agent, the Company shall not be liable to compensate for such damage, except in the case referred to in the preceding paragraph.
3. Notwithstanding the provisions of paragraph 1, in respect of damage to luggage, the Company shall compensate the traveller up to a limit of 150,000 yen per person (excluding cases where the Company is guilty of wilful misconduct or gross negligence), provided that the Company is notified within fourteen days from the day following the occurrence of the damage in the case of domestic travel, and within twenty-one days in the case of overseas travel.

(Traveller's Liability)

Article 24 Where the Company suffers damage due to the traveller's wilful misconduct or negligence, the traveller concerned shall be liable to compensate the Company for such damage.

- 2 When concluding a travel arrangement contract, the traveller must make use of the information provided by the Company and endeavour to understand the traveller's rights and obligations, as well as the other terms of the travel arrangement contract.

3. In order to ensure the smooth provision of the travel services specified in the contract after the commencement of the trip, should a traveller become aware that travel services different from those specified in the contract are being provided, they must promptly notify the Company, the Company's agent or the relevant service provider of this fact whilst at the destination.

Chapter 7 Compensation Business Guarantee Fund (Where the Company is a Guaranteeing Member of the Travel Industry Association)

(Compensation Business Guarantee Fund)

Article 25 The Company is a guarantee member of the Japan Association of Travel Agents (JATA) (Akasaka Shasta Building, 4-2-19 Akasaka, Minato-ku, Tokyo).

2. Travellers or members who have concluded a travel arrangement contract with the Company may receive compensation from the compensation guarantee deposit deposited by the Japan Association of Travel Agents, a general incorporated association, referred to in the preceding paragraph, .
3. As the Company pays contributions to of the Japan Association of Travel Agents pursuant to the provisions of Article 49, Paragraph 1 of the Travel Agency Act, it has not deposited the business guarantee deposit required under Article 7, Paragraph 1 of the same Act.

Section on Travel Arrangement Agency Contracts

(Scope of Application)

- Article 1 The travel procedure agency contracts concluded between the Company and travellers shall be governed by the provisions of these Terms and Conditions. Matters not provided for in these Terms and Conditions shall be governed by laws and regulations or generally established customs.
- 2 Notwithstanding the provisions of the preceding paragraph, where the Company has entered into a special agreement in writing that does not contravene laws and regulations and is not to the detriment of the traveller, such special agreement shall take precedence.

(Travellers Entering into Travel Arrangement Agency Contracts)

Article 2 Travellers with whom the Company concludes a Travel Arrangement Agency Agreement shall be those who have concluded a Package Tour Contract, a Customised Tour Contract or a Travel Arrangement Contract with the Company, or those with whom the Company has concluded a contract on behalf of another travel agency for a package tour organised by that agency and entrusted to the Company.

(Definition of Travel Arrangement Agency Contract)

Article 3 In these Terms and Conditions, the term 'Travel Arrangement Agency Contract' refers to a contract whereby the Company undertakes, at the traveller's request and in return for a travel agency fee (hereinafter "travel procedure agency fee") in return for undertaking, at the traveller's request, to perform the duties listed below (hereinafter referred to as "agency duties").

~ Procedures relating to the acquisition of passports, visas, re-entry permits and various certificates 2 Preparation of immigration and emigration documents

3 Other services related to the preceding items

(Conclusion of Contract)

- Article 4 Travellers wishing to conclude a travel procedure agency contract with the Company must complete the prescribed application form with the required details and submit it to the Company.
2. The travel procedure agency contract shall be deemed to have been concluded when the Company accepts the contract and receives the application form referred to in the preceding paragraph.
3. Notwithstanding the provisions of the preceding two paragraphs, the Company may accept applications for a Travel Arrangement Agency Contract via telephone, post, fax, the internet or other means of communication without receiving a submitted application form. In such cases, the Travel Arrangement Agency Contract shall be concluded when the Company accepts the conclusion of the contract.
4. We may refuse to enter into a Travel Arrangement Agency Contract in the following cases:
- ~ Where the traveller is deemed to be a member of, an associate of, or connected to an organised crime group, an enterprise associated with such a group, or a corporate extortionist, or any other anti-social force.
- 2 Where the traveller has made violent demands, unreasonable demands, or engaged in threatening behaviour or the use of violence in relation to transactions with us, or has committed acts equivalent thereto.
- 3 Where the traveller engages in acts of spreading rumours, using deceit or coercion to damage the Company's reputation or obstruct the Company's business, or acts equivalent thereto.
- 4 Where there are other operational reasons on the part of the Company.
5. Promptly after the conclusion of the travel procedure agency contract, the Company shall provide the traveller with a written document setting out the details of the agency services undertaken under said contract (hereinafter referred to as the "entrusted services"), the amount of the travel procedure agency fee, the method of payment, the Company's liability, and other necessary matters.
6. Where, with the traveller's prior consent, the Company provides the information to be set out in the document referred to in the preceding paragraph (hereinafter referred to as the "specified information" in this Article) by means of information and communications technology in lieu of delivering the said document,

we shall confirm that the Specified Information has been recorded in a file on the traveller's communication device.

7. In the case referred to in the preceding paragraph, if the communication device used by the traveller is not equipped with a file for recording the Stated Matters, we shall record the Stated Matters in a file on a communication device used by us (limited to those provided exclusively for the use of the said traveller) and confirm that the traveller has viewed the Stated Matters.

(Confidentiality)

Article 5 We shall ensure that no information obtained in the course of performing our entrusted duties is disclosed to any third party.

(Obligations of the Traveller)

Article 6 The traveller must pay the travel procedure agency fee by the date specified by the Company.

2. The traveller must submit to the Company, by the date specified by the Company, the documents, materials and other items necessary for the entrusted services (hereinafter referred to as 'travel procedure documents, etc.').
3. Where, in the course of performing the commissioned services, the Company is required to pay fees, visa charges, commission fees or other charges (hereinafter referred to as 'visa charges, etc.') to government agencies in Japan, foreign diplomatic missions in Japan or other parties, the traveller must pay such visa charges, etc. to the Company by the date specified by the Company.
4. Where postal charges, transport costs or other expenses are incurred in the course of performing the commissioned services, the traveller must pay such expenses to the Company by the date specified by the Company.

(Termination of Contract)

Article 7 The traveller may cancel all or part of the travel procedure agency contract at any time.

- 2 We may terminate the Travel Arrangement Agency Contract in the following cases: 1 Where the traveller fails to submit the travel procedure documents, etc. by the specified date.
 - (ii) Where the Company determines that the travel procedure documents, etc. submitted by the traveller are incomplete.
 - 3 Where the traveller fails to pay the travel procedure agency fee, visa fees, etc., or the costs specified in paragraph 4 of the preceding article by the prescribed date.
 - 4 Where it is found that the traveller falls under any of items (i) to (iii) of Article 4, paragraph 4.
 5. Where the Company has undertaken the agency services specified in Article 3, Item 1, and the Company determines that there is a very high risk that the traveller will be unable to obtain a passport, visa or re-entry permit (hereinafter referred to as 'passport, etc.') for reasons not attributable to the Company.
3. Where the travel procedure agency contract is terminated pursuant to the provisions of the preceding two paragraphs, the traveller shall bear the cost of any visa fees, etc. already paid and the costs specified in paragraph 4 of the preceding Article, and shall also pay to the Company the travel procedure agency fee relating to the entrusted services already performed by the Company.

(Our Liability)

Article 8: In the performance of the Travel Arrangement Agency Contract, the Company shall be liable to compensate the traveller for any damage caused by the Company's wilful misconduct or negligence. However, this shall apply only if the Company is notified within six months from the day following the occurrence of the damage.

2. The Company does not guarantee, under the Travel Arrangement Contract, that the traveller will actually be able to obtain a passport or similar document, or that entry into or exit from the relevant countries will be permitted. Consequently, even if the traveller is unable to obtain a passport or similar document, or is not permitted to enter or exit the relevant countries, for reasons not attributable to the Company, the Company shall not be liable.

Travel Consultation Contract Section

(Scope of Application)

- Article 1 The Travel Consultation Contract concluded between the Company and the traveller shall be governed by the provisions of these Terms and Conditions. Matters not provided for in these Terms and Conditions shall be governed by laws and regulations or generally established customs.
- 2 Where the Company has entered into a special agreement in writing, provided that such agreement does not contravene the law and is not to the detriment of the traveller, such special agreement shall take precedence over the provisions of the preceding paragraph.

(Definition of Travel Consultation Contract)

Article 2 In these Terms and Conditions, the term "Travel Consultation Contract" refers to a contract whereby the Company undertakes, upon the traveller's request and in return for a fee for travel consultancy services (hereinafter referred to as the 'Consultancy Fee'), to perform the services listed below.

- ~ Advice necessary for the traveller to draw up a travel plan
The preparation of a travel plan
- 3 Estimation of the expenses required for the trip
- 4 Provision of information regarding travel destinations and transport and accommodation providers, etc.
- 5 Other advice and information necessary for the trip

(Conclusion of the Contract)

Article 3 A traveller wishing to conclude a travel consultation contract with the Company must submit an application form to the Company, having completed the required details.

- 2 The travel consultation contract shall be deemed to have been concluded when the Company accepts the conclusion of the contract and has received the application form referred to in the preceding paragraph.
- 3 Notwithstanding the provisions of the preceding two paragraphs, the Company may accept applications for a Travel Consultation Contract via telephone, post, fax, the internet or other means of communication without receiving a written application form. In such cases, the Travel Consultation Contract shall be concluded when the Company accepts the contract.
4. We may refuse to enter into a Travel Consultation Contract in the following cases:
- ~ Where the content of the traveller's enquiry is contrary to public order and morals, or where there is a risk that it may violate laws and regulations in force at the destination.
 - 2 Where the traveller is recognised as a member of an organised crime group, an associate of such a group, a person connected with such a group, a company associated with such a group, or a 'sōkaiya' (corporate extortionist) or other anti-social force.
 - 3 Where a traveller has made violent demands, unreasonable demands, or used threatening language or violence in relation to a transaction with the Company, or has engaged in conduct equivalent thereto.
 - 4 Where the traveller engages in acts of spreading rumours, using deceit or coercion to damage the Company's reputation or obstruct the Company's business, or acts equivalent thereto.
 - 5 Where there are other operational reasons on the part of the Company.

(Consultation Fees)

Article 4 Where the Company performs the services set out in Article 2, the traveller must pay the Company the consultation fee prescribed by the Company by the date specified by the Company.

(Termination of Contract)

Article 5 The Company may terminate the travel consultation contract if it is found that the traveller falls under any of the items (ii) to (iv) of Article 3, paragraph 4.

(Our Liability)

Article 6 In the performance of the Travel Consultation Contract, the Company shall be liable to compensate the traveller for any damage caused by the Company's wilful misconduct or negligence. However, this shall apply only where the Company is notified within six months from the day following the occurrence of the damage.

2. We do not guarantee that the transport and accommodation providers, etc., listed in the travel itinerary prepared by us can actually be arranged. Consequently, even if we are unable to conclude a contract with such transport or accommodation providers, etc., for the provision of transport, accommodation or other travel-related services due to reasons such as full capacity, we shall not be held liable.