

# **Arranged Tour Contract Section**

## **Chapter 1 - General Provisions**

### **Article 1 - Scope of Application**

01.01. The Arranged Tour Contract to be concluded between our Company and the Traveler shall be based on this Contract under the following terms and conditions. Any matter not stipulated in this Contract shall be governed by ordinance or generally established practice.

01.02. In cases where we conclude a Special Contract with the Traveler in writing without violating the relevant law or harming the interests of the Traveler, such a Special Contract shall be given priority, notwithstanding the provision of the preceding Paragraph.

### **Article 2 - Definition of Terminology**

02.01. In this Contract, "Arranged Tour Contract" shall mean the Contract under which we undertake to make arrangements at the request of the Traveler by representing him/her, or acting as his/her intermediary, or playing an introductory role for him/her, so that he/she may be provided with services, such as transport and accommodation offered by transport and accommodation facilities, etc., and other services related to travel (hereinafter to be referred to altogether as the "Tour Service").

02.02. In this Contract, "Inland Trip" shall mean trips planned for only inside Japan, and "Overseas Trip" shall mean trips other than inland trips.

02.03. In this Contract, "Tour Price" shall mean the expense paid by our Company for the transportation charge, accommodation charge and other expenses payable to the transport and accommodation facilities, etc. to arrange the Tour Service, plus the handling charge of the Tour Service that is set by us (excluding handling charges for alterations and cancellation).

02.04. In this Section, "Communication Contract" shall mean the Arranged Tour

Contract, which is concluded with the card member of the credit card company affiliated with our Company (hereinafter referred to as the "Affiliated Company"), by subscription through telephone, mail, facsimile, or other means of communication, subject to prior consent of the Traveler regarding the settlement of the credit obligation or liability held by us, such as the Tour Price, etc., under the Arranged Contract on and after the due date of such obligation or liability according to the separately provided card membership rule of the Affiliated Company and also subject to payment of the Tour Price, etc. by the method specified in 16.02 or 16.05 hereunder.

02.05. In this Section, "Electronically Consented Notice" shall mean a notice issued in acceptance of the subscription for the Contract and transmitted by means of transmission, among the methods utilizing information-communication technologies, via telecommunication lines connecting the computer, facsimile, telex or telephone (hereinafter referred to as the "Electronic Computer, etc.") being used by us with the Electronic Computer, etc. being used by the Traveler.

02.06. In this Contract, "Date Card Used" shall mean the date when the Traveler or our Company is obligated to pay the Tour Price, etc. or execute refundable liability under the Arranged Tour Contract.

### Article 3 - Termination of Liability for Arrangements

03.01. When we have made arrangements for the Tour Service with the care of a good manager, the fulfillment of our liability based on the Arranged Tour Contract shall terminate. Therefore, even if contracts are not concluded with transport and accommodation facilities, etc. due to such causes as capacity fully filled, shutdown, inappropriate condition, etc., when we have fulfilled our obligations, the Traveler will be required to pay to us the handling charge of the Tour Service (hereinafter to be referred to as the "Handling Charge"). When the Transmission Contract has been concluded, Date Card Used shall be construed to mean the date when we have informed the Traveler that we have not been able to conclude with the transport and accommodation facilities, etc. the contract requiring them to provide the Tour Service.

### Article 4 - Surrogate Arranger

There are cases where we may engage other travel agents, professional arrangers, or

other helpers inside and outside Japan to make arrangements in whole or in part on our behalf in the implementation of the Arranged Tour Contract.

## **Chapter 2 - Conclusion of the Contract**

### **Article 5 - Subscription for the Contract**

05.01. The Traveler intending to conclude an Arranged Tour Contract with us will be required to fill in specified particulars on the application form prescribed by us and submit it to us together with the Application Fee specified by us separately.

05.02. Notwithstanding the provision of the preceding Paragraph, the Traveler intending to conclude a "Communication Contract" with us will be required to notify us of his/her credit card membership number and the contents of the Tour Service to be subscribed.

05.03. The Application Fee specified in 05.01 shall be treated as part of the money payable to us by the Traveler, such as the Tour Price, Cancellation Charge, etc.

### **Article 6 - Refusal of the Conclusion of the Contract**

06.01. We may not accept the conclusion of the Arranged Tour Contract in the following instances:

(1) When there are inconveniences related to our business.

(2) If the Communication Contract is to be concluded, when the Traveler should become unable to settle his/her liability related to the Tour Price, etc. in whole or in part according to the membership rule of the Affiliated Company, due to such causes as the credit card held by the Traveler has become invalid, etc.

### **Article 7 - Time of the Conclusion of the Contract**

07.01. The Arranged Tour Contract shall be deemed to have been concluded when we have accepted the conclusion of the Contract and have received the Application Fee specified in 05.01.

07.02. Notwithstanding the provision of the preceding Paragraph, the Transmission Contract shall be deemed to have been concluded when we have issued a notice to the effect that we accept the application described in 05.02. However, in the case that an Electronically Consented Notice is issued under the said Contract, the Contract shall be deemed to have been concluded when the said notice has reached the Traveler.

Article 8 - Special Rule Related to the Conclusion of the Contract

08.01. Notwithstanding the provision of 05.01, there are cases where we will conclude the Arranged Tour Contract merely by accepting the conclusion of the Contract under a Special Contract entered into in writing without receiving payment of the Application Fee.

08.02. In the case of the preceding Paragraph, the time of the conclusion of the Arranged Tour Contract shall be clearly stated in the document described in the preceding Paragraph.

Article 9 - Special Rule Related to the Transport Ticket and Accommodation Coupon, etc.

09.01. Notwithstanding the provisions of 05.01 and the preceding Article, 08.01, there are cases where we will accept subscription by word of mouth when the Arranged Tour Contract, aimed only at the arrangement of transport services or accommodation services, requires us to deliver a document indicating the right to receive the offering of the said Tour Service in exchange for the Tour Price.

09.02. In the case of the preceding Paragraph, the Arranged Tour Contract shall be deemed to have been concluded when we have accepted the conclusion of the Contract.

Article 10 - Contract Document

10.01. Promptly after the conclusion of the Arranged Tour Contract, we shall deliver to the Traveler a document (hereinafter to be referred to as the "Contract Document") that describes particulars concerning the itinerary, contents of the Tour Service, the Tour Price, other conditions of the Tour and our Company's responsibility. There are cases,

however, where we do not deliver the said Contract Document when we deliver a document indicating the right to receive the offering of all the Tour Service, such as transport tickets, accommodation coupons and other services which we have arranged.

10.02. In cases where we have delivered the Contract Document described in the preceding Paragraph, the scope of the Tour Service for which we are responsible for making arrangements under the Arranged Tour Contract shall be as stated in the said Contract Document.

#### Article 11 - Method to Use Information-Communication Technologies

11.01. When we have provided particulars to be entered in the said Document (to be referred to as the "Particulars" in this Article) by means of utilizing information-communication technologies, we shall confirm that the said Particulars have been recorded on the file equipped in the communication equipment being used by the Traveler.

11.02. In the case of the preceding Paragraph, when the file for recording the Particulars is not equipped in the communication equipment being used by the Traveler, we shall record the Particulars on the file equipped in the communication equipment being used by our Company (limited to the file provided only for the exclusive use of the Traveler) and confirm that the Traveler has viewed the Particulars.

### **Chapter 3 - Alteration and Cancellation of the Contract**

#### Article 12 - Alteration of Contract Contents

12.01. The Traveler may request us to change the contents of the Arranged Tour Contract, such as itinerary, contents of Tour Service, and other conditions of the Arranged Tour Contract, etc., in which case we shall try to accommodate the Traveler's request as far as possible.

12.02. In cases where the contents of the Arranged Tour Contract are changed at the request of the Traveler, the Traveler will be required to bear the cancellation charges and penalty payable to the transport and accommodation facilities and other expenses required for changing the arrangements at the time when the said arrangements

already completed are cancelled, and in addition, to pay to us the handling charge for the change as prescribed by our Company. Furthermore, the increase or decrease of the Tour Price arising from such changes of the Arranged Tour Contract Contents shall belong to the Traveler.

Article 13 - Discretionary Cancellation by the Traveler

13.01. The Traveler may cancel the Arranged Tour Contract in whole or in part at any time.

13.02. When the Arranged Tour Contract has been cancelled under the provision of the preceding Paragraph, the Traveler will be required to bear the expense paid in return for the Tour Service already received or the cancellation charges, penalty and other expenses payable to the transport and accommodation facilities for the Tour Service not yet offered, and in addition, to pay to us the handling charge for the cancellation as prescribed by our Company as well as the handling charge receivable by us.

Article 14 - Cancellation Due to Causes Attributable to the Traveler

14.01. We may cancel the Arranged Tour Contract in the following instances:

(1) If the Traveler does not pay the Tour Price by the due date specified.

(2) In cases where the Communication Contract has been concluded, when the Traveler has become unable to settle his/her liability related to the Tour Price, etc. in whole or in part according to the membership rule of the Affiliated Company, due to such causes as the credit card held by the Traveler has become invalid.

14.02. When the Arranged Tour Contract has been cancelled under the provision of the preceding Paragraph, the Traveler will be required to bear the cancellation charges and penalty for the Tour Service not yet offered as well as other expenses already paid and payable to the transport and accommodation facilities, and in addition, to pay to us the handling charge for the cancellation as prescribed by our Company as well as the handling charge receivable by us.

Article 15 - Cancellation Due to Causes Attributable to Our Company

15.01. When the arrangement for the Tour Service should become precluded due to causes attributable to us, the Traveler may cancel the Arranged Tour Contract,

15.02. When the Arranged Tour Contract has been cancelled under the provision of the preceding Paragraph, we shall reimburse to the Traveler the Tour Price already received after deducting the expenses already paid to the transport and accommodation facilities, etc. in return for the Tour Service already offered to the Traveler as well as the expenses payable from now.

15.03. The provision of the preceding Paragraph shall not prevent the Traveler from claiming compensation against us for the damage.

## **Chapter 4 - Tour Price**

### **Article 16 - Tour Price**

16.01. The Traveler will be required to pay the Tour Price no later than the period prescribed by our Company prior to the start of the Tour.

16.02. When the Communication Contract has been concluded, we shall accept payment of the Tour Price by using the card of the Affiliate Company without obtaining the Traveler's signature on the voucher prescribed by us, in which case the Date Card Used shall be considered as the date when we have informed the Traveler of the contents of the Tour Service determined by us.

16.03. There are cases where we may change the Tour Price prior to the start of the Tour when changes in the Tour Price have occurred due to such causes as the revision of the fares and charges by transport and accommodation facilities, changes in foreign exchange rates, etc.

16.04. In the case of the preceding Paragraph, the increase or decrease of the Tour Price shall belong to the Traveler.

16.05. In the case that, when we have concluded the Communication Contract with the

Traveler, expenses payable by the Traveler have accrued under the provisions of Chapter 3 and Chapter 4, we shall receive payment of the said expenses by using the card of the Affiliate Company without obtaining the Traveler's signature on the prescribed voucher. In this case, the Date Card Used shall be considered as the date when we have informed the Traveler of the amount of the expenses payable to us by the Traveler or the amount reimbursable by us to the Traveler. However, in cases where we have cancelled the Arranged Tour Contract under the provision of Article 14, Paragraph 1 (2), the Traveler will be required to pay to us the expense, etc. payable to us by him/her no later than the date set by us by the method prescribed by us.

#### Article 17 - Settlement of the Tour Price

17.01. In cases where the amount of the expenses paid by us to the transport and accommodation facilities for arranging the Tour Service, which are to be borne by the Traveler, plus the handling charge (hereinafter to be referred to altogether as the "Tour Price Settled") does not agree with the amount already received as the Tour Price, we shall square the Tour Price promptly after the Tour finishes, in accordance with the provisions of the following two Paragraphs.

17.02. If the Tour Price Settled exceeds the amount already received as the Tour Price, the Traveler will be required to pay the difference to us.

17.03. If the Tour Price Settled falls below the amount already received as the Tour Price, we shall reimburse the difference to the Traveler.

### **Chapter 5 - Arrangement for Organizations and Groups**

#### Article 18 - Arrangement for Organizations and Groups

18.01. We shall apply the provisions of this Chapter to the conclusion of the Arranged Tour Contract in cases where we have received subscriptions from two or more Travelers who are to travel the same route at the same time by appointing a responsible person to represent them (hereinafter referred to as the "Contract Representative").

#### Article 19 - Contract Representative

19.01. Unless a Special Contract is made, we shall consider the Contract Representative as the person holding all the power of representation concerning the conclusion of the Arranged Tour Contract for the Travelers who compose his/her organization or group (hereinafter referred to as the "Constituent Member"), and we shall handle with the said Contract Representative transactions concerning the Tour business related to the said organization or group and the business specified in 22.01 hereunder.

19.02. The Contract Representative will be required to submit a list of the Constituent Members or inform us of the number of the Constituent Members on or before the date set by us.

19.03. We shall not be held responsible for the liabilities or obligations which the Contract Representative assumes to the Constituent Members at present or the liabilities or obligations which the Contract Representative is expected to assume in the future.

19.04. In cases where the Contract Representative does not accompany his/her organization or group during the Tour, one of the Constituent Members appointed by the Contract Representative beforehand shall be considered by us as the Contract Representative after the start of the Tour.

#### Article 20 - Special Rule of the Conclusion of the Contract

20.01. When we conclude the Arranged Tour Contract with the Contract Representative, there are cases where we accept the conclusion of the Arranged Tour Contract without receiving payment of the Application Fee, notwithstanding the provision of Article 5, Paragraph 1.

20.02. When we conclude the Arranged Tour Contract with the Contract Representative without receiving payment of the Application Fee under the provision of the preceding Paragraph, we shall deliver to the Contract Representative a Document written to that effect, and the Arranged Tour Contract shall be considered to have been concluded when we have delivered the said Document.

#### Article 21 - Changes by the Contract Representative

21.01. When the Contract Representative has expressed a wish to change some of the Constituent Members, we shall accommodate his/her wish as far as possible.

21.02. The increase or decrease of the Tour Price arising from the change described in the preceding Paragraph. as well as the expenses required for the said change shall belong to the Constituent Members.

#### Article 22 - Escort Service

22.01. There are cases where we provide Escort Service at the request of the Contract Representative by having a Tour Escort accompany his/her organization or group.

22.02. The contents of the Escort Service to be performed by the Tour Escort shall, in principle, be the service required for conducting the Tour of his/her organization or group as a group, according to the itinerary determined beforehand.

22.03. The Service Hours of the Tour Escort for offering the Escort Service shall, in principle, be from 8:00 to 20:00 hours.

22.04. When we offer the Escort Service, the Contract Representative will be required to pay to us the Escort Service Charge prescribed by us.

## **Chapter 6 - Responsibility**

#### Article 23 - Responsibility of Our Company

23.01. In the course of implementing the Arranged Tour Contract, we shall be responsible for compensating for the damage caused to the Traveler intentionally or negligently by our Company or by our agent who has been engaged by us to make arrangements on our behalf under the provision of Article 4 (hereinafter referred to as the "Surrogate Arranger"), but only in cases where notice has been given to us within two years from the day immediately following the day when the said damage occurred.

23.02. In cases where the Traveler has suffered damage due to causes beyond the

control of our Company or our Surrogate Arranger, such as act of providence, maelstrom of war, civil commotion, suspension of Tour Services like transport and accommodation facilities, orders from government and other public agencies, and others causes, we shall not be held responsible for compensation except in the case of the preceding Paragraph.

23.03. With regards to damage caused to baggage as described in Paragraph 1, notwithstanding the provision of the said Paragraph, we shall make compensation up to the limit of ¥150,000 as a maximum amount per Traveler (except in cases where the said damage has been caused by us intentionally or due to our serious fault), only if we have been notified of the said damage within 14 days in the case of inland trips and within 21 days in the case of overseas trips, respectively, counted from the day immediately following the day when the said damage occurred.

Article 24. - Responsibility of the Traveler

24.01. If we have suffered damage due to the willfulness or fault of the Traveler, the said Traveler will be required to compensate us for the said damage.

24.02. When the Traveler concludes the Customized Tour Contract, the Traveler will be required to make efforts to understand the contents of the Customized Tour Contract, such as the right and obligation of the Traveler, etc., by utilizing the information provided by us.

24.03. In order for the Traveler to smoothly receive the Tour Service described in the Contract Document after the start of the Tour, the Traveler will be required to report promptly to us or our Surrogate Arranger or the provider of the said Tour Service at the Touring point if and when the Traveler should realize that the Tour Service is different from the Contract Document that was offered.

**Chapter 7 - Business Guarantee Bonds**  
**(In Cases of Not Being a-Security Member of the Association of Travel**  
**Agents)**

Article 25 - Business Guarantee Bonds

25.01. The Traveler or the Constituent Member, who has concluded the Package Tour Contract with us, is entitled to receive reimbursement from the Business Guarantee Bonds deposited by us under the provision of Article 7, Paragraph 1 of the Travel Agency Law in connection with the claim arising from the said transaction.

25.02. The name and place of the Deposit Office where we have deposited the Business Guarantee Bonds is as follows:

(1) Name:

(2) Place:

## **Chapter 7 - Redemption Business Guarantee Bonds** **(In Case of Security Member of the Association of Travel Agents)**

Article 25 - Redemption of Business Guarantee Bonds

25.01. We are the Security Member of the \_\_\_\_\_ (Name) \_\_\_\_\_ Association of Travel Agents (located at \_\_\_\_\_ (Address) \_\_\_\_\_ Tokyo) .

25.02. The Traveler or the Constituent Member, who has concluded the Package Tour Contract with us, is entitled to receive reimbursement from the Redemption Business Guarantee Bonds deposited by the \_\_\_\_\_ Association of Travel Agents which is described in the preceding Paragraph, up to the maximum amount of yen.

25.03. As we have paid our share of the Redemption Business Guarantee Bonds to the Association of Travel Agents in accordance with the provision of Article 22, Paragraph 10 (1) of the Travel Agency Law, we have not deposited the Business Guarantee Bonds based on Article 7, Paragraph 1 of the Travel Agency Law.