

This document is an English translation of the [Standard Travel Agency Contract](#) originally written in Japanese.

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

Pursuant to Article 12-3 of the Travel Agency Act (Act No. 239 of 1952), the Standard Travel Agency Contract (Ministry of Transport Notification No. 790 of December 19, 1995) has been entirely revised as follows and is hereby promulgated.

December 16, 2004

Minister of Land, Infrastructure, Transport and Tourism Kazuo Kitagawa

Last revised: March 2, 2020, Japan Tourism Agency and Consumer Affairs Agency Notification No. 1 (effective from April 1, 2020)

The Standard Travel Agency Contract

[The original text is written vertically]

Arranged Travel Contract Section

Chapter 1 General Provisions

(Application Scope)

Article 1 The arranged travel contract concluded by the Company with the traveler 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 or generally established customs.

2 Notwithstanding the provisions of the preceding paragraph, if the Company concludes a special agreement in writing within the scope not contrary to laws and not detrimental to the traveler, such special agreement shall prevail.

(Definition of Terms)

Article 2 In these Terms and Conditions, "arranged travel contract" means a contract whereby the Company undertakes to arrange for the provision of transportation, accommodation, and other travel services (hereinafter referred to as "travel services") provided by transportation and accommodation providers, etc., by acting as an agent, intermediary, or intermediary on behalf of the traveler.

2 In these Terms and Conditions, "domestic travel" refers to travel within this country only, and "overseas travel" refers to travel other than domestic travel.

3 In these Terms and Conditions, "travel price" means the expenses paid by the Company to transportation and accommodation providers, etc., for arranging travel services, and the Company's prescribed handling fee for travel business (excluding change and cancellation fees).

4 In this chapter, "communication contract" means an arranged travel contract concluded by the Company with a card member of a credit card company affiliated with the Company (hereinafter referred to as "affiliated company") by receiving applications by telephone, mail, facsimile, internet, or other means of communication, whereby the traveler agrees in advance to settle the rights or obligations regarding the travel price, etc., based on the arranged travel contract held by the Company, in accordance with the card member agreement of the affiliated company specified separately after the date when such rights or obligations are to be performed, and whereby the traveler agrees to pay the travel price, etc., by the method specified in Article 16, paragraph 2 or paragraph 5.

5 In these Terms and Conditions, "card usage date" means the date on which the traveler or the Company should perform the payment or refund obligation for the travel price, etc.

(Termination of Arrangement Obligations)

Article 3 When the Company arranges travel services with due care as a prudent manager, the performance of the Company's obligations under the arranged travel contract shall be terminated. Therefore, even if the Company is unable to conclude a contract with transportation, accommodation providers, etc., due to reasons such as full capacity, closure, or unsuitable conditions, when the Company has fulfilled its obligation, the traveler shall pay the Company's prescribed handling fee. In the case of a communication contract, the card usage date shall be the date on which the Company notifies the traveler that it was unable to conclude a contract with transportation, accommodation providers, etc.

(Arrangement Agent)

Article 4 The Company may delegate all or part of the arrangements in performing the arranged travel contract to other travel agencies in this country or abroad, persons conducting arrangements as a business, or other assistants.

Chapter 2 Formation of Contract

(Application for Contract)

Article 5 Travelers intending to conclude an arranged travel contract with the Company must fill in the designated application form with the required information and submit it to the Company along with the specified application fee.

2 Travelers intending to conclude a communication contract must, notwithstanding the provisions of the preceding paragraph, notify the Company of their membership number and the details of the travel services they wish to request.

3 The application fee prescribed in paragraph 1 shall be treated as part of the travel price, cancellation fee, or other money payable by the traveler to the Company.

(Refusal to Conclude Contract)

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

1 When attempting to conclude a communication contract, if the traveler's credit card is invalid or if the traveler is unable to settle all or part of the obligations regarding the travel price, etc., in accordance with the affiliated company's card member agreement.

2 When the traveler is recognized as a member of an organized crime group, a quasi-member of an organized crime group, an associate of an organized crime group, a company related to an organized crime group, or a racketeer, or when associated with other antisocial forces.

3 When the traveler engages in violent demands, unreasonable demands, threatening behavior, or the use of violence in dealings with the Company, or acts similar to these against the Company.

4 When the traveler spreads rumors, uses deception, or uses force to damage the Company's credibility or obstruct the Company's business, or engages in acts similar to these.

5 When there are other business reasons for the Company.

(Time of Contract Formation)

Article 7 An arranged travel contract shall be deemed concluded when the Company accepts the contract and receives the application fee specified in Article 5, paragraph 1.

2 Notwithstanding the provisions of the preceding paragraph, a communication contract shall be deemed concluded when the Company's notification of acceptance of the application under Article 5, paragraph 2, reaches the traveler.

(Special Rules for Contract Formation)

Article 8 Notwithstanding the provisions of Article 5, paragraph 1, the Company may, by special agreement in writing, conclude an arranged travel contract solely by accepting the agreement to conclude the contract without receiving the application fee.

2 In the case of the preceding paragraph, the time of conclusion of the arranged travel contract shall be clearly stated in the written document.

(Special Rules for Tickets and Accommodation Vouchers)

Article 9 Notwithstanding the provisions of Article 5, paragraph 1, and the preceding article, the Company may accept oral applications for arranged travel contracts aimed solely at arranging transportation services or accommodation services and provide travelers with written documents indicating the right to receive such travel services in exchange for the travel price.

2 In the case of the preceding paragraph, the arranged travel contract shall be deemed concluded when the Company accepts the contract.

(Contract Document)

Article 10 Upon the conclusion of an arranged travel contract, the Company shall promptly provide the traveler with a written document (hereinafter referred to as the "contract document") containing information about the travel itinerary, the content of the travel services, the travel price, and other travel conditions, as well as the Company's responsibilities. However, when providing written documents indicating the right to receive all travel services arranged by the Company, such as tickets and accommodation vouchers, the Company may choose not to provide the contract document.

2 In the case of providing the main text of the contract document under the preceding paragraph, the scope of the travel services that the Company is obliged to arrange under the arranged travel contract shall be determined by the contents of the contract document.

(Utilization of Information and Communication Technology)

Article 11 When intending to conclude an arranged travel contract with the traveler, the Company may, with the traveler's prior consent, provide the information that should be included in the written document or contract document by utilizing information and communication technology instead of providing a written document or contract document, and confirm that the information has been recorded in a file provided in the communication device used by the traveler.

2 In the case of the preceding paragraph, if the file for recording the information is not provided in the communication device used by the traveler, the Company shall record the information in a file provided in the communication device used by the Company (limited to those exclusively provided for the use of the traveler), and confirm that the traveler has viewed the information.

Chapter 3 Modification and Termination of Contract

(Amendment of Contract)

Article 12 Travelers may request the Company to change the travel itinerary, the content of travel services, or other provisions of the arranged travel contract. In this case, the Company will endeavor to accommodate the traveler's request as much as possible.

2 When changing the content of the arranged travel contract at the request of the traveler under the preceding paragraph, the traveler shall bear the cancellation fees, default fees, and other expenses required for the changes in arrangements, in addition to the cancellation fees to be paid to transportation and accommodation providers, etc., for canceling arrangements already completed. Furthermore, any increase or decrease in the travel price resulting from the change in the content of the arranged travel contract shall be borne by the traveler.

(Voluntary Termination by Traveler)

Article 13 Travelers may terminate all or part of the arranged travel contract at any time.

2 When the arranged travel contract is terminated based on the provisions of the preceding paragraph, the traveler shall bear the expenses already paid or to be paid to transportation and accommodation providers, etc., as cancellation fees, default fees, and other expenses related to travel services already received or to be received, in addition to the Company's prescribed cancellation handling fees and the handling fees that the Company was supposed to receive.

(Termination due to Reasons Attributable to Traveler)

Article 14 The Company may terminate the arranged travel contract in the following cases:

1 When the traveler fails to pay the travel price by the specified deadline.

2 When, in the case of concluding a communication contract, the traveler's credit card becomes invalid, or the traveler becomes unable to settle all or part of the obligations regarding the travel price, etc., in accordance with the affiliated company's card member agreement.

3 When it is found that the traveler falls under any of the items from the second to the fourth items of Article 6.

2 When the arranged travel contract is terminated based on the provisions of the preceding paragraph, the traveler shall bear the expenses already paid or to be paid to transportation and accommodation providers, etc., as cancellation fees, default fees, and other expenses related to travel services already received or to be received, in addition to the Company's prescribed cancellation handling fees and the handling fees that the Company was supposed to receive.

(Termination due to Reasons Attributable to the Company)

Article 15 Travelers may terminate the arranged travel contract when the arrangement of travel services becomes impossible due to reasons attributable to the Company.

2 When the arranged travel contract is terminated based on the provisions of the preceding paragraph, the Company shall refund the travel price already received to the traveler, excluding expenses already paid or to be paid to transportation and accommodation providers, etc., except for the expenses related to travel services already received or to be received.

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

Chapter 4 Travel Price

(Travel Price)

Article 16 Travelers must pay the travel price to the Company by the deadline set by the Company before the start of the trip.

2 When entering into a communication contract, the Company may receive payment of the travel price through the affiliated company's card without the traveler's signature on the prescribed slip. In this case, the card usage date shall be the date when the Company notifies the traveler of the confirmed content of the travel services.

3 Before the start of the trip, if there is a change in the travel price due to revisions in transportation or accommodation fares, fluctuations in exchange rates, or other reasons, the Company may modify the travel price accordingly.

4 In the case mentioned in the preceding paragraph, any increase or decrease in the travel price shall be borne by the traveler.

5 In the event that expenses or fees to be borne by the traveler arise as stipulated in Chapter 3 or Chapter 4 when entering into a communication contract with the traveler, the Company may receive payment of such expenses or fees through the affiliated company's card without the traveler's signature on the prescribed slip. In this case, the card usage date shall be the date when the Company notifies the traveler of the amount of expenses or fees to be paid by the traveler to the Company or the amount to be refunded by the Company to the traveler. However, if the Company terminates the arranged travel contract as stipulated in Article 14, paragraph 1, item 2, the traveler must pay the expenses or fees to be paid to the Company by the deadline set by the Company and through the payment method determined by the Company.

(Settlement of Travel Price)

Article 17 If the expenses incurred by the Company for arranging travel services paid to transportation or accommodation providers and the handling fees (hereinafter referred to as "settled travel price") do not match the amount already received as the travel price from the traveler, the Company shall promptly settle the difference in the travel price after the trip, in accordance with the provisions of the following two paragraphs.

2 If the settled travel price exceeds the amount already received as the travel price from the traveler, the traveler must pay the difference to the Company.

3 If the settled travel price is less than the amount already received as the travel price from the traveler, the Company shall refund the difference to the traveler.

Chapter 5 Group Arrangements

(Group Arrangements)

Article 18 When multiple travelers who will travel together on the same itinerary designate a responsible representative (hereinafter referred to as the "contracting party"), the provisions of this chapter shall apply to the conclusion of the arranged travel contract.

(Contracting Party)

Article 19 Except in cases where a special agreement has been made, the contracting party shall be deemed to have full authority to conclude the arranged travel contract on behalf of the group or group of travelers (hereinafter referred to as "constituents"), and all transactions related to travel services for the group or group referred to in Article 22, paragraph 1, shall be conducted between the contracting party and the Company.

2 The contracting party must submit a list of constituents to the Company or notify the Company of the number of constituents by the date specified by the Company.

3 The Company shall not be responsible for any debts or obligations that the contracting party currently owes or may foreseeably owe to the constituents.

4 If the contracting party does not accompany the group or group, the Company shall consider the constituents previously appointed by the contracting party as the contracting party after the start of the trip.

(Special Rules for Contract Formation)

Article 20 In cases where the Company concludes an arranged travel contract with the contracting party without receiving payment of the application fee, notwithstanding the provisions of Article

5, paragraph 1, the Company may accept the conclusion of the arranged travel contract without receiving payment of the application fee.

2 When concluding an arranged travel contract without receiving payment of the application fee based on the provisions of the preceding paragraph, the Company shall provide the contracting party with a written document stating this, and the arranged travel contract shall be deemed to have been concluded when the Company provides the contracting party with said document.

(Changes to Constituents)

Article 21 When the Company receives a request from the contracting party to change constituents, it shall accommodate this request to the extent possible.

2 Any increase or decrease in the travel price resulting from the change mentioned in the preceding paragraph, as well as any expenses incurred for the change, shall be borne by the constituents.

(Escort Service)

Article 22 Upon request from the contracting party, the Company may provide an escort to accompany the group or group and provide escort services.

2 The content of the escort services provided by the escort shall generally consist of tasks necessary for group or group activities as specified in advance on the travel itinerary.

3 The time period during which the escort provides escort services shall generally be from 8:00 to 20:00.

4 When the Company provides escort services, the contracting party must pay the designated escort service fee to the Company.

Chapter 6 Liability

(Company's Liability)

Article 23 The Company shall be liable to compensate the traveler for damages if the Company or a person entrusted by the Company to make arrangements (hereinafter referred to as the "arrangement agent") causes damage to the traveler intentionally or negligently in the performance of the arranged travel contract. However, this liability is limited to cases where notification is made to the Company within two years from the day following the occurrence of the damage.

2 The Company shall not be liable to compensate for damages incurred by the traveler due to natural disasters, political unrest, riots, cancellation of travel services by transportation or

accommodation providers, orders from public authorities, or other reasons beyond the control of the Company or its arrangement agents, except in the case provided for in the preceding paragraph.

3 Regardless of the provisions of paragraph 1, the Company shall compensate for damages related to baggage if notification is made to the Company within fourteen days from the day following the occurrence of the damage for domestic travel and within twenty-one days for overseas travel, limited to 150,000 yen per traveler (excluding cases where the Company is intentionally or grossly negligent).

(Traveler's Liability)

Article 24 If the Company incurs damages due to the intentional or negligent actions of the traveler, the traveler must compensate for the damages.

2 When entering into an arranged travel contract, the traveler must make efforts to understand the rights, obligations, and other contents of the arranged travel contract using the information provided by the Company.

3 After the start of the trip, if the traveler recognizes that different travel services from those specified in the contract document are provided, the traveler must promptly notify the Company, the Company's arrangement agents, or the providers of the travel services at the travel destination to ensure smooth receipt of the services as stated in the contract document.

Chapter 7 Guarantee for Payment Business

(Guarantee for Payment Business)

Article 25 We are a guarantee member of the Japan Association of Travel Agents (located at 3F Akasaka Shasta East Building, 4-2-19 Akasaka, Minato-ku, Tokyo).

2 Travelers or organizers who have concluded an arranged travel contract with us may receive payment up to 11 million yen from the guarantee for payment business deposited by the Japan Association of Travel Agents for claims arising from their transactions.

3 Since we have paid the share of the guarantee for payment business to the Japan Association of Travel Agents in accordance with Article 49, Paragraph 1 of the Travel Agency Act, we are not required to deposit the business guarantee money under Article 7, Paragraph 1 of the same Act.