

Standard Terms and Conditions of Travel Contracts

1. Overview and Scope of Application

These Standard Terms and Conditions govern the formation, execution, and termination of travel contracts between the travel agency (the "Agency") and the traveler.

Hierarchy of Application:

1. **Special Agreements:** Written special contracts take precedence over these terms, provided they do not disadvantage the traveler.
2. **Standard Terms and Conditions:** These apply in the absence of a specific special agreement.
3. **Laws and Established Customs:** Matters not specified herein shall be governed by applicable Japanese laws and generally accepted travel industry customs.

2. Subscription-Type Organized Tour Contracts

This category encompasses tours planned and advertised by the Agency, where participants are recruited through brochures, websites, or other public media.

2.1 Contract Formation and Conclusion

A contract is deemed concluded at the following specific moments:

- **Standard Contracts:** At the moment the Agency accepts the application and receives the required deposit.
- **Communication (Credit Card) Contracts:** At the moment the Agency's notice of acceptance reaches the traveler. Under these contracts, the "Card Use Day" (the date the traveler or Agency fulfills payment or refund obligations) is defined based on the contract's conclusion or termination date.

2.2 Essential Documentation

- **Contract Document:** Provided promptly upon contract formation, detailing the itinerary, service contents, and the Agency's liability.
- **Final Document:** If specific transport or accommodation details are not finalized in the Contract Document, this must be provided no later than the day before departure. Its delivery is a statutory requirement to define the definitive itinerary.

2.3 Payments and Changes

The traveler must pay the travel fee by the date specified by the Agency. The Agency may unilaterally change contract contents if necessitated by force majeure (e.g., natural disasters, weather, strikes, or government orders), provided it explains the causal relationship to the traveler and the change is required to ensure the safety and smooth operation of the tour.

2.4 Cancellation by the Traveler

Travelers may cancel the contract at any time by paying the prescribed cancellation fee (see Appendix).

Cancellation Without Fee: A traveler may cancel without penalty if:

- A significant change is made to the contract contents.
- The travel fee is increased by the Agency.

- The Final Document is not delivered by the statutory deadline.
- It has become impossible, or there is a very high possibility it will become impossible, to ensure safe and smooth tour operation due to natural disasters or force majeure.
- The tour becomes impossible due to reasons **attributable to the Agency**.

2.5 Cancellation by the Agency

The Agency may terminate the contract on grounds including:

- The traveler fails to meet specified participation requirements (e.g., age, health, or qualifications).
- The number of participants fails to reach the required minimum.
- The traveler is found to belong to an anti-social organization.
- The traveler engages in **violent or threatening behavior, or makes demands exceeding a reasonable range** during the tour.

3. Order-Taking Type Organized Tour Contracts

Unlike Subscription-Type tours, these are bespoke itineraries planned at the traveler's request.

- **Statutory Plan Document:** The Agency has a statutory obligation to deliver a "Plan Document" (detailing the itinerary and cost estimate) **before** the traveler formally applies.
- **Contract Formation:** Concluded upon the traveler's acceptance of the plan and payment of the deposit.
- **Comparison:** While liability and change compensation rules generally mirror Subscription-Type tours, the itinerary management is specifically tailored to the traveler's bespoke requests.

4. Arranged Tour Contracts

The Agency acts as a representative to arrange transportation and accommodation.

- **Scope of Duty:** The Agency's obligation is limited to the **management of the itinerary** and making arrangements with "the care of a good manager."
- **Handling Charge:** The "Travel Arrangement Fee" is for the administrative act of booking. If the traveler is unable to receive services due to reasons attributable to the Agency, the Agency remains liable for this fee. However, the fee is generally non-refundable if the traveler cancels the underlying service.

5. Specialized Service Contracts

- **5.1 Travel Arrangement Services:** Handling visa and passport procedures. The Agency is not liable if a government authority refuses to issue a visa, provided proper procedures were followed.
- **5.2 Travel Consulting Services:** Involves planning and cost estimation. The Agency's obligation is fulfilled upon providing the advice; it does not guarantee the actual booking of services under this contract type.

6. Liability, Compensation, and Guarantees

6.1 Agency Liability for Damages

The Agency is liable for damages caused by its intent or negligence (or that of its service providers).

- **Baggage Limitation:** Liability for baggage is capped at 150,000 JPY per person (unless there is intent or gross negligence).
- **Claim Deadlines:** Claims must be filed within 14 days (domestic) or 21 days (international) starting from **the day following the occurrence** of the damage.

6.2 Special Compensation

Fixed compensation is paid for accidents during organized tours regardless of Agency fault:

- **Death Compensation:** 25 million JPY (International) / 15 million JPY (Domestic).
- **After-effects (Permanent Disability) Compensation:** Paid as a percentage (3% to 100%) of the Death Compensation amount, based on the severity of the disability.
- **Exclusions:** No compensation is paid for accidents during dangerous activities not included in the tour, such as mountain climbing using tools (ice axes, etc.), bobsleigh, luge, skeleton, skydiving, or hang gliding.

6.3 Change Compensation

The Agency must pay compensation for significant itinerary changes (e.g., change in departure date, destination, or hotel grade).

- **Rates:** 1.0 % to 5.0 % of the travel fee.
- **Limitations:** The total payout is capped at 15.0 % of the travel fee. If the calculated compensation is **less than 1,000 JPY**, no payment is required.

7. Appendix: Cancellation Fee and Compensation Schedules

Table 1: Domestic Subscription-Type Cancellation Fees

Timing of Cancellation	Fee Rate (Max)
20 to 8 days prior to departure	20%
7 to 2 days prior to departure	30%
The day before departure	40%
The day of departure (before start)	50%
After departure or no-show	100%

Table 2: International Subscription-Type Cancellation Fees

Peak Season: Dec 20–Jan 7, Apr 27–May 6, July 20–Aug 31. | Timing of Cancellation | Regular Period | Peak Season | | :--- | :--- | :--- | | 41 days or earlier | 0% | 0% | | 40 to 31 days prior | 0% | 10% | | 30 to 3 days prior | 20% | 20% | | 2 days prior to departure | 50% | 50% | | After departure or no-show | 100% | 100% |

Type of Change	Before Departure	After Departure
Change in Departure/Arrival Date	1.5%	3.0%
Change in Destination or First Point of Entry	1.0%	2.0%
Change in Major Facilities (Transport/Accommodation)	1.0%	2.0%
Downgrade in Transport Class/Grade	1.0%	2.0%
Change in Tour Title or Category	2.5%	5.0%

