

Contract of Arranged Travel

Chapter1: General Rules

(Range of Application)

Article1

1 Contract between travelers and this company is followed by this clause. Laws or commonly established customs will be applied to the items that is not described in this clause.

2 When this company make special arrangement with customers in writing under the condition where there is no disadvantage to both them, the agreement will be priority regardless of the clauses stated above.

(Definition of Words)

Article2

1 In this clause, “contract of arranged travel” means that this company make arrangement for the customers in order to make them able to receive services such as accommodations, transportations or other services related to the customers’ travel (travel service).

2 In this clause, “domestic travel” means travels only in Japan and “overseas travel” means the travels except for domestic travel.

3 In this clause, “travel cost” means transportation fare, hotel charges, other payments for accommodation and transportation facilities and travel arrangement fee designed by this company (excluding change procedure fee and cancellation fee) for this company to arrange travel services.

4 In this part, “communication contract” is a contract of arranged travel made through application of phone calls, postal services, faxes, internet or other communications tools by card members of a partner credit card company (partner company). Contract of arranged travel is established on the consent that customer settle accounts with the credit or debt of travel fee based on the contract of arranged travel that this company has toward customer after the days that the credit or debt should be fulfilled following the term of credit card member of the partner company. In the contract of arranged travel, payment method of travel fee should be based on article 16 part 2 or 5.

5 In this part, “electric consent notification” is a notification about the consent toward an application of contract through the use of information and communication technology that is electric communication network between this company and consumers such as electric computers, faxes, telexes and telephone instruments.

(End of Arranged Debt)

Article3 After this company provides travel services with managers’ careful management, this company’s debt fulfillment based on the contract of arranged travel will be achieved. Therefore, when this company has achieved the obligation, consumers are to make a payment for travel

arrangement fee (arrangement fee) to this company even when this company and touristic facilities fail to make a contract to provide travel services due to the limit of capacity, holidays or other inevitable reasons. In the case this company and customer have a communication contract and this company fails to make a contract with touristic facilities to provide travel service, a day of card use will be a day that customers receive a notification.

(Arrangement Agent)

Article 4 This company may ask other domestic or foreign companies or a person in there to deal with all or some of travel arrangements.

Chapter2: Formation of Contract

(Application of Contract)

Article5

1 Customers who are wishing to make a contract of arranged travel with this company are supposed to submit application paper to this company with required information and application fee.

2 Despite the provision of the preceding paragraph, customers who are wishing to make a communication contract with this company are supposed to inform the membership number and the contents travel services to this company.

3 Application fee prescribed in the first item will be treated as a travel fee, cancellation fee or other kinds of fee that should be paid by customer to this company.

(Rejection of Making a Contract)

Article6 This company may choose not to make a contract in the following cases.

1 When a customer is not able to make a payment partly or entirely of the travel fee following the rule of partner company's credit card membership rule because of having invalid credit card or any other reasons.

2 When a customer is recognized as a member or pre-member of anti-social forces or belongs to such groups and related companies.

3 When a customer requires something to this company in a violent and unjustified way or conduct behavior in a threatening way with violence regarding the transaction.

4 When a customer take following actions: disseminating unfounded rumors and damage this company's trust by using fraudulent means or powers, conducting behaviors that interference in the execution of this company's business or conducting behavior that are equivalent to the behaviors described above

5 When there is other business related matters of this company.

(Established Period of Contract)

Article7

1 Contract of arranged travel may be established only when this company accepts the contract and receives application fee prescribed in Article5 Term1.

2 Communication contract may be established when this company notifies acceptance of application prescribed in Article5 Term2 regardless of the preceding clauses. The contract may be established when the notification reaches to a customer.

(Special Provision of Establishment of Contract)

Article8

1 This company, regardless of a rule in Article5 Term1, may establish a contract of arranged travel with a special provision of written documents and without accepting an application fee.

2 In the case of preceding paragraph, established period of contract will be notified in the document prescribed in the preceding paragraph.

(Special Provision of Tickets for Transportation and Accommodation)

Article9

1 This company may accept oral application that only deals with arrangements of transport services and accommodation services with documents that prescribes the right to travel receive service in exchange for travel fee.

2 In the case of preceding paragraph, contract of arranged travel be established when this company agrees to make a contract.

(Written Contract Document)

Article10

1 This company provides customers the document that prescribes travel itinerary, contents travel service, travel fee, this company's responsibility and other travel condition (written contract document); however that, the written contract document may not be provided when there is a document that prescribes the right to receive all the travel services that this company deals with such as transportation tickets, accommodation tickets or other travel services.

2 In the case this company grants a written contract document prescribed in the preceding clause, range of travel service that this company deals with in the contract of arranged travel is what the written contract document mentions.

(How to Handle Technology of Communication and Information)

Article11

1 When this company grants the facts that should be prescribed in the written contract document according to how to handle technology of communication and information (this will be described as "descriptions" in this article.) instead of granting documents or written contract documents that prescribes travel itinerary, contents of travel service, travel fee, other travel conditions and the facts of this company's responsibility that this company grants customers when it agrees to make a contract of arranged travel with an advanced consent of a customer, this company will confirm that descriptions were recorded in the file that customer uses.

2 In the preceding paragraph, when there is no file to record descriptions in the customer's communications equipment, the descriptions will be recorded in the file that is in this company's

communications equipment (this is limited to the equipment prepared for the customers.) and this company will confirm that descriptions were read by customers.

Chapter3: Modification and Termination of Contract

(Modification of Contents of Contract)

Article12

1 Customers have right to request modifications of travel itinerary, contents of travel service and other contents of arranged travel contract to this company. In this case, this company respond to a customer's request as much as possible.

2 In the case of changing the contents of arranged travel contract according to the customers' request in the preceding paragraph, customers are required to pay the cancellation fee, breakup fee or other fees for change of travel arrangements that emerge when there is a cancellation of completed arrangement of transportation or accommodation service and are also required to make a payment for change procedure fee to this company. Increase or decrease of travel fee that emerges from the changes of contents of arranged travel contract reverts to the customers.

(Arbitrary Termination by Customers)

Article13

1 Customers are always authorized to cancel a part of or all of arranged travel contracts.

2 When an arranged travel is cancelled based on the provisions in the preceding paragraph, customers should pay travel service fee that customers already have received or should already have paid cancellation fee and breakup fee of travel service that customers have not received for transportation and accommodation institutions. Customers are also supposed to bear the costs that emerges in the latter procedures and pay cancellation procedure fee of this company and agreement fee that this company was supposed to gain.

(Termination because of Customers' own Responsibility)

Article14

1 This company may cancel an arranged travel contract in the following cases.

I When a customer does not make a payment for travel fee by a payment due date that this company designates.

II When customers cannot settle the debts of travel fees partly or entirely following the credit card member rule of partner company in the case this company and a customer make a communication contract.

III When customers fall under any one of Article6 Item2 to Item5.

2 When an arranged travel is cancelled based on the provisions in the preceding paragraph, customers should already have paid cancellation fee and breakup fee of travel service that customers have not received for transportation and accommodation institutions. Customers are also supposed to bear the costs that emerges in the latter procedures and pay cancellation procedure fee of this

company and agreement fee that this company was supposed to gain.

(Termination because of this Company's own Responsibility)

Article15

1 When arrangement of travel service becomes impracticable due to this company's circumstances, customers are authorized to cancel an arranged travel contract.

2 When an arranged travel contract is cancelled under the circumstance of preceding paragraph, customers may get a refund of the travel fee that this company have gained exclusive of the costs that have already been paid or will have been paid to the transportation and accommodation institutions in exchange for the travel services that the customers have already received.

3 Provision of the preceding paragraph does not interfere customers to claim compensation for damage to this company.

Chapter4: Travel Fee

(Travel Fee)

Article16

1 Customers are supposed to pay travel fee before the first day of travel and by a payment due date that this company designates.

2 When this company and a customer make a communication contract, this company accepts a payment of travel fee with a credit card of a partner company instead of a customer's signature in the check. In this case, the day of card use is a day that this company notified a content of travel service which this company arranged to a customer.

3 Before the first day of travel, this company has possibilities to change the travel fee when there are revisions of fee of accommodation and transportation facilities, fluctuations in the exchange rate, and changes in the travel fee due to other reasons.

4 In the case of preceding paragraph, increase or decrease in a travel fee belongs to customers.

5 When this company and customers make a communication contract and the fees that customers are supposed to pay emerges based on the provisions in chapter3 or chapter4, this company may accept the fees with a credit card of a partner company instead of a customer's signature in the check. In this case, a day of card use is the day that this company notifies customers the price this company has to refund to the customers or the costs that customers are supposed to pay to this company; however that, in the case this company cancels an arranged travel contract following the provision in article14 paragraph1 item2, customers are supposed to pay the fees that they should pay to tis company by a payment due date that this company designates following the way to make a payment of this company.

(Expenses of Travel Fee)

Article17

1 When the costs that are supposed to belong to customers among the costs that this company paid in

order to arrange travel service to accommodations and transportation facilities and arrangement fee (expense travel fee) and travel fees that have already paid by customers as travel fee do not match, this company may promptly settle the expenses as stipulated in the next paragraph and paragraph3.

2 When the expense travel fee exceeds the travel fee that has already been accepted by this company, customers are supposed to pay the difference to this company.

3 When the expense travel fee is less than the travel fee that has already been accepted by this company, this company pays back the difference to customers.

Chapter5: Arrangement for Group of Customers

(Arrangement for Group of Customers)

Article18 This company may apply the provision of this chapter to the formation of arranged travel contract that designates a representative who has a responsibility (contract responsible person) among the customers who travels with the same itinerary.

(Contract Responsible Person)

Article19

1 This company may recognize a contract responsible person as a person who has all the authorities of customers who constitutes the group (group member) by proxy.

2 A contract responsible person is supposed to submit a name list of the group members or notify the number of customers by the due date that this company designates.

3 This company is not responsible for the debts or obligations that a contract responsible person has or will have for the group members.

4 In case that a contract responsible person does not travel together with a group of customers, after the beginning of a travel, this company recognizes a person who were appointed by a contract responsible person in advance as a contract responsible person.

(Special Provision of Formation of Contract)

Article20

1 In case that this company and a contract responsible person make an arranged travel contract, this company may accept a formation of an arranged travel contract without a payment of application fee regardless of the provision in article5 paragraph1.

2 In case that when this company accepts a formation of arranged travel contract without an application fee based on the preceding paragraph, this company may grant a document that contains the effect to a contract responsible person and an arranged travel contract may be established when this company grants the document.

(Change of Group Member)

Article21

1 When there is a contract responsible person's offer of change of group members, this company responds to it as much as possible.

2 Increase or decrease of the travel fee that emerges from the changes mentioned in the preceding paragraph and the costs of the changes belong to group members.

(Tour Service)

Article22

1 This company may send a tour guide to a group to provide travel services by a contract responsible person's request.

2 The content of travel service that a tour guide provides is fundamentally the works that are required to act as a group under the itinerary prescribed beforehand.

3 A period of time that a tour guide provides tour services is from 8:00 to 20:00.

4 When this company provides tour services, a contract responsible person is required to pay the tour service fee prescribed by this company to this company.

Chapter6: Responsibility

(Responsibility of this Company)

Article23

1 This company is responsible for the compensation towards customers when this company or an agent who were assigned to arrange the travel by this company based on article4 causes damage deliberately or unintentionally to customers. However, this applies only when there is a notification towards this company within 2years after the day after the cause of damage.

2 This company is not responsible for the compensation of the damage cause by natural disasters, wars, riots, stop of travel services of transportation and accommodation facilities, orders by office of the governments or other reasons that this company does not have relation with excluding the cases in the preceding paragraph.

3 Regardless of the same item, this company compensate 150000yen per person (it excludes when there is deliberate or serious damage caused by this company.) for the damage of baggage prescribed in paragraph1. However, this applies only when there is a notification towards this company within 14 days after the day the damage was caused for the case of domestic travel and within 21 days after the day the damage was caused for international travel.

(Responsibility of Customers)

Article24

When this company gets a damage caused deliberately or accidentally by customers, the customers must compensate for the damage.

2 In the process of making an arranged travel contract, customers are supposed to make an effort to understand customers' authority and other contents of the contract of arranged travel by using information that were provided by this company.

3 After the first day of travel, when customers received the travel services that differ from the contents prescribed in the contract document, customers are supposed to notify the fact to this company in order to receive the travel services smoothly that are prescribed in the contract document.

Chapter7:Business Guarantee Bonds

(For the company not being a Security Member of an Association of Travel Agents)

(Business Guarantee Bonds)

Article25

1 Towards the debt emerged from the business, customers or group members who have made an arranged travel contract of this company are authorized to grant compensation from the business security money that this company has based on paragraph1.article 7

2 Name of place and the place that this company owns for business security money is as following.

I Name of place

II Place

Compensation Security Bonds

(For the company being a Security Member of an Association of Travel Agents)

(Compensation Security Bonds)

Article25

1 This company is a Security Member of Association of Travel Agents (Akasaka 4-2-19 Minato-district, Tokyo).

2 Towards the debt emerged from the business customers or group members who made an arranged travel contract with this company are authorized to get up to 150000yen as a compensation from compensation business security bonds that this company deposits under the protection of tourism association in the preceding paragraph.

3 Based on paragraph1article 49 of the Travel Agency Law, this company deposits compensational business share of expenses under the protection of tourism association Therefore, this company does not have business security bonds prescribed in paragraph1,Article 7 of the same law.