

The Tour Terms & Conditions For Agent-Organized Tours in Japan

※When you apply, please be sure to print and read this conditions.

[Print](#)

<Significance of this tour conditions>

This document is part of the document explaining the terms and conditions of the transaction as provided for in Paragraph 4, Article 12 of the Travel Agency Act and the contract document provided for in Paragraph 5, Article 12 of the Act.

1. Agent-Organized Tour Contract

- (1) This tour is planned, looked for and carried out by Nippon Travel Agency Co., LTD (hereinafter referred to as the Company), and travelers who participate in this tour will enter into a Agent-Organized Tour contract (hereinafter referred to as a "tour contract") with the Company.
- (2) The contents and conditions of the tour contract depend on the advertisement for tourists, brochure, this tour conditions, final document (final itinerary) to be given before the departure of this tour, and the part of Agent-Organized Tour Contract described in our terms and conditions of us.
- (3) Under an Agent-Organized Tour Contract, the Company undertakes to make arrangements and manage the itinerary so that the Traveler may receive transportation, accommodation, and other services relating to the travel (hereinafter referred to as "Travel Services") provided by transportation, accommodation facilities, etc., in accordance with the itinerary prepared by the Company.

2. Application for travel and establishment of tour contract

- (1) A Traveler who intends to apply to <1>the Company or <2>"Contract sales office" stipulated by the Travel Agency Act (The following <1> and <2>are also referred to collectively as "Our Company"), for an Agent-Organized Tour Contract must enter the prescribed matters in an application form prescribed by the Company (hereinafter referred to as "Application Form") and submit it to the Company together with -full travel fee or the application fee, the amount of which is separately specified by the Company. The application fee referred to in Paragraph 1 shall be treated as part or full of a travel fee or a cancellation fee or a penalty. In addition, if the Traveler withdraws the application before the tour contract set forth in paragraph 3 is concluded, the application fee deposited will be refunded in full.

The travel fee*	Application fee (Per person)
Less than 20,000 yen	5,000 yen or more
20,000 yen or more and less than 50,000 yen	10,000 yen or more
50,000 yen or more and less than 100,000 yen	20,000 yen or more
100,000 yen or more	20% or more of the travel fee

However, for a specific period and specific course, it is stipulated in a separate brochure. In addition, it is different in the case of the loan use. *The "travel fee" in the table above refers to the "travel fee to be paid" in paragraph 3, Article 7.

- (2) The Company accepts application of reservations for an Agent-Organized Tour Contract by telephone, post mail, facsimile or other means of communication. In this case, the contract is not in effect at the time of the application of reservation, and the Traveler, within three days from the day following the day on which the Company have notified him/her of his/her acceptance of the reservation after the Company has informed him/her of the acceptance of the reservation, must submit an Application Form and the application fee. If the Traveler has not submitted the application fee within this period, the Company deems that there has been no reservation.
- (3) An Agent-Organized Tour Contract enters into effect when the Company has agreed to the conclusion of the contract and received the application fee referred to in Paragraph 1, Article 2. However, the conclusion of a tour contract under a communication contract shall apply to the provisions of Article 21.
- (4) A Traveler who needs special consideration in participating an Agent-Organized Tour is requested to inform the Company to that effect at the time of application for the Agent-Organized Tour Contract. Then, the Company will accommodate the requirements to the reasonably practical extent.
- (5) The cost required for the special measure taken by the Company for the Traveler in accordance with the information referred to in the Paragraph 4 shall be borne by the Traveler.
- (6) Party/Group Contract
 - ① The Company applies the provisions of ②~⑤ in this Paragraph with respect to the conclusion of an Agent-Organized Tour Contract for which more than one Traveler traveling together following the same itinerary has applied after nominating a responsible representative (hereinafter referred to as "Person Responsible for Contract").
 - ② Except in those cases where a special agreement has been concluded, it shall be deemed that the Person Responsible for Contract has all power of representative for the conclusion of an Agent-Organized Tour Contract for Travelers constituting the Party/Group concerned (hereinafter referred to as "Member(s)"), and the Company will conduct transactions concerning the travel business for that Party/Group with the said Person Responsible for Contract.
 - ③ The Person Responsible for Contract must submit a list of Members to the Company by the date prescribed by the Company.
 - ④ The Company shall not bear any responsibility for any debt or obligation which the Person Responsible for Contract now has or is expected to have in the future to a Member.
 - ⑤ In a case where the Person Responsible for Contract does not accompany the Party/Group during the travel, the Company deems that the Member who has been assigned by the Person Responsible for Contract in advance as Person Responsible for Contract after the commencement of the travel.

3. Handling of Waiting

- (1) If the conclusion of a tour contract cannot be immediately concluded at the time of application due to full capacity, full room, or other reasons, the Company may, with the Traveler's consent, confirm the deadline he/she can wait for in a "waiting" state, register him/her as a "waiting traveler" and make an effort to receive the application. This is called "weighting registration". Even in this case, the Company will still be charged the equivalent amount of the application fee. There is no tour contract at this time. In addition, "if the Traveler requests the cancellation of the waiting registration before notifying us that we can accept the application" or "if we are unable to accept the application as a result by the waiting deadline", the Company will refund the equivalent amount of the application fee.
- (2) In the case of this paragraph 1, the reservation for the course for waiting registration shall be established when the Company notify the Traveler that we can accept his/her application.
- (3) The amount equivalent to the application fee will be handled as "application fee" when the reservation is established.

4. Application conditions

- (1) If the Traveler is under 20 years of age, he/she will need a consent form by custody. In addition, if he/she is under the age of 15 at the departure of his/her tour, he/she may be required to accompany his/her parents.
- (2) For travel that sets special conditions for participation, if the Traveler's gender, age, qualifications, skills, and other conditions do not meet the conditions specified by the Company, we may refuse his/her application.
- (3) If the Traveler is health-impaired, has a mental or physical disability, has a food or animal allergy, is pregnant, has a possibility of pregnancy, or has a disability assistance dog (guide dog, hearing dog, service dog), or other person who needs special consideration, please request special consideration when applying (If he/she is in these conditions after the tour contract is concluded, please let the Company know immediately) The Company would like to inform him/her again, so please tell us the specifics of the necessary measures during the travel.
- (4) In the case of receiving the request of the preceding paragraph, the Company will respond to such request within a possible and reasonable range. In doing so, we may ask him/her about his/her situation and the measures required, or he/she may be asked to provide them in writing.
- (5) The Company may be required to accompany a helper or companion, submit a medical certificate from a doctor, or change the contents of a part of the course, etc. for the safe and smooth implementation of the tour. In addition, if we are unable to arrange the measures requested by the traveler, we may refuse to apply for a tour contract or cancel the tour contract. In principle, the traveler is responsible for the cost of special measures taken by the Company for the traveler based on the request from the traveler.
- (6) If the Company determines that the traveler is in a state of need for diagnosis or medical treatment by a doctor due to illness, injury, or other reasons during the travel, the Company will take the necessary measures to ensure the smooth implementation of the travel. Any costs incurred by this will be borne by the traveler.
- (7) In principle, the Traveler cannot act differently due to traveler's circumstances. However, depending on the course, the Company may accept him/her request under separate conditions.
- (8) If the traveler is separated from the tour course due to his/her circumstances, he/she will need to contact the Company in writing to that effect, whether or not he/she will return, and the expected date and time of his/her return.
- (9) If the Company determines that the traveler may cause trouble to other travelers or interfere with the smooth implementation of group activities, the Company may refuse to participate.
- (10) If the Traveler is found to be a member of an organized crime group, an associate member of an organized crime group, a member of an organized crime syndicate, a gang affiliate, a gang-related company, or a general assembly house or other antisocial force, he/she may be refused participation.
- (11) If the Traveler engage in violent demands, unreasonable demands, threatening behavior or violence with respect to transactions, or acts similar to these, he/she may be refused to participate.
- (12) If the Traveler circulate the editorials and damage the company's credibility or interfere with our business by using a false meter or by intimidation, he/she may be refused participation.
- (13) Applications may be refused when there are other business reasons for the Company.

5. Contract Document and Final Document (Final itinerary)

- (1) The Company shall issue to the Traveler a document mentioning the itinerary, the contents of Travel Services, the travel fee, and other conditions for the travel and matters concerning the responsibility of the Company (hereinafter referred to as "Contract Document") promptly after the conclusion of the contract as established in Paragraph 3, Article2. The Contract Document consists of a brochure and this travel conditions.
- (2) If it is not possible to mention the finalized itinerary or name of transportation or accommodation facilities in a Contract Document referred to in Paragraph 1 of this Article, after having issued the Contract Document mentioning the names of the accommodation facilities scheduled to be used and specific transportation facilities that are deemed important to be indicated, a document mentioning the final situation of these matters (hereinafter referred to as "Final Document") shall be issued by the date specified in the Contract Document not later than the day preceding the date of commencement of the travel (or the day of commencement of the travel in case the application for the Agent-Organized Tour Contract has been made on or after the seventh day prior to the day preceding the date of commencement of the travel).
- (3) In the case referred to in Paragraph 3, Article2, if an inquiry has been received from the Traveler who wishes to confirm the arrangements situation, the Company will make a reply even before the issue of the Final Document.
- (4) The scope of the Travel Services for which the Company assumes the obligation to make arrangements and manage the itinerary under an Agent-Organized Tour Contract is according to what is mentioned in the Contract Document referred to in Paragraph 1 of this Article.
If the Final Document referred to in Paragraph 2 has been issued, the scope of Travel Services for which the Company assumes the obligation to make arrangements and manage the itinerary shall be defined according to what is mentioned in the Final Document.

6. Date of payment for travel fee

- (1) The travel fee must be paid before the 14th day prior to the day preceding the date of commencement of the travel (hereinafter referred to as the "Reference date").

- (2) If a Traveler apply on or after the Reference date, he/she will be required to pay at the time of application or by the date specified by the Company before the start date of the travel.

7. Application of travel fee

- (1) Unless otherwise noted, Travelers who are 12 years old or older will be charged the adult price, and those who are 6 years old or older (3 years or older for the flight course) and under 12 years old will be charged the child price.
- (2) The travel fee is shown in the brochure. Please check the departure date and the number of travelers.
- (3) "Eligible travel fee" refers to "the amount displayed as a travel fee" plus "the amount displayed as an additional fee" and minus "the amount displayed as a discount price" in the advertisement or the brochure. This total amount is the basis for calculating the amount of "application fee" in paragraph 1, Article 2, "cancellation fee" in paragraph 1, Article 13, "penalty fee" in (2) in paragraph 1, Article 14, and "change compensation" in Article 20.

8. What is included in the travel fee

- (1) Fares and charges of the transportation agency specified in the itinerary (the grade varies depending on the course. It becomes an ordinary seat unless otherwise specified.), accommodation, meal fee, sightseeing fee (entrance, admission, guide, etc.), consumption tax, etc. taxes and service charges, airport facility usage fees, and the like.
- (2) Other courses accompanied by a tour conductor include the tour conductor's expenses and the necessary consideration for group activities.
- (3) Other expenses specified in the brochure as "included in the travel fee".
The above (1) to (3) will not be refunded even if some of them are not used due to Traveler's circumstances.

9. Not included in the travel fee

Other than Article 8, it is not included in the travel fee. Here are some of them:

- Excess baggage charges (for exceeding the prescribed weight, volume, and number);
- Laundry, telegram telephone, and other communication charges, additional food and beverages, and other personal expenses, as well as taxes and service charges associated with it;
- Admission fee and transportation fee for places and sections that are described as "free action", "free tour", "extra fee", "Traveler burden", etc. during the travel;
- Additional fee for single occupancy;
- Optional tour (excursions for an additional fee) that only applicants participate;
- Other additional charges not included in the itinerary arising from the traveler's own requests (admission fee, meal fee, transportation expenses, etc.); and
- Transportation and accommodation fee from the traveler's home to the departure point.

10. Change in Contract Contents

If a natural disaster, a war, a riot, the suspension of the provision of Travel Services of transportation and accommodation facilities, etc., an order of a government or other public offices, the provision of transportation services not scheduled in the original service plan, or any other event in which the Company is unable to intervene has occurred, and if it is unavoidable in order to secure the safe and smooth implementation of the travel, the Company may change the itinerary, the contents of Travel Services, or other contents of the Agent-Organized Tour Contract (hereinafter referred to as "Contract Contents"), having explained promptly in advance to the Traveler the reason that the event concerned is one which cannot be intervened in and the causal relation with the event concerned; provided, however, that in case of emergency and if it is unavoidable, such explanation will be given after the change has been made.

11. Change in Amount of Travel Fee

Even after the conclusion of the tour contract, the Company will revise the travel fee in the following cases.

- (1) If the fares and charges which are applied to the transportation facilities used in operating an Agent-Organized Tour (hereinafter in this Article referred to as "Applicable Fares and Charges") are increased or reduced drastically exceeding the extent normally assumed in comparison with the Applicable Fares and Charges published as effective at the time of specifying them at the recruitment for the Agent-Organized Tour due to a significant change in the economic conditions, etc., the Company may, within the amount increased or reduced, increase or reduce the amount of the travel fee. If the Company decides to increase the travel fee in accordance with the provisions of the preceding Paragraph, it shall inform the Traveler to that effect prior to the 15th day prior to the day preceding the date of commencement of the travel.
- (2) If the Applicable Fares and Charges as stated in Paragraph 1 are reduced, the Company shall reduce the travel fee by the amount of such reduction in accordance with the paragraph 1 of this Article.
- (3) If the cost of operating the travel is reduced or increased due to a change in the Contract Contents in accordance with the Article 10, excluding a case where the change in the cost has resulted from the occurrence of a shortage of seats, rooms or any other facilities of the transportation and accommodation facilities, etc., despite the fact that the Travel Services are provided, the Company may change the amount of the travel fee within the amount of such reduction or increase. However, a Traveler is responsible for the payment, such as cancellation fees, penalty fees, and other expenses that must be paid already or will be paid in the future, for travel services that were not provided due to changes to the contents of the contract.
- (4) If it is mentioned in the brochure etc. to the effect that the travel fee will vary depending on the number of persons using the transportation and accommodation facilities, etc., and if, after the entry into effect of the Agent-Organized Tour Contract, the number of using persons has changed due to causes not attributable to the Company, the Company may change the amount of the travel fee in accordance with what is mentioned in the brochure etc.

12. Change in Traveler

- (1) A Traveler may transfer his/her status under the Contract to a third party with the approval of the Company. In this case, he/she must enter the required matters in a form prescribed by the Company and submit it to the Company together with the required amount of fee (1,100 yen per person). (If the Company has already issued an airline ticket, etc., we may separately charge for the reissue ticket.)
- (2) Transfer of the status under the Contract shall take effect at the time when the approval of the Company has been given and, thereafter, the third party who has taken over the status under the Contract shall succeed to all the Traveler's rights and obligations in connection with the Agent-Organized Tour Contract concerned. Please note that the Company may refuse the change in traveler.

13. Cancellation of Traveler

[1] before Commencement of Travel

- (1) A Traveler may cancel an Agent-Organized Tour Contract at any time on payment to the Company of the cancellation fee specified in Table (I) Cancellation fee for a Domestic Travel of Hotel Reservation page. In addition, the "cancellation date of the tour contract" referred to in the table is based on the time when the Traveler requests that it be canceled within the business day and business hours of the sales office of the application.
- (2) In the event that the departure date, course, accommodation, etc. are changed due to the Traveler's circumstances, the cancellation fee set forth in Table(I) of Hotel Reservation page will be applied to the full travel fee.
- (3) A Traveler may cancel an Agent-Organized Tour Contract without payment of the cancellation fee in any of the following cases:
- (a) If the Contract Contents have been changed based on Article 10; provided, however, this is applicable only when the change is one mentioned in the left section of Article 20 or any other important one;
 - (b) If the travel fee has been increased in accordance with the provisions of Paragraph 1, Article 11;
 - (c) If a natural disaster, a war, a riot, the suspension of the provision of Travel Services of transportation and accommodation facilities, etc., an order of a government or other public offices, or any other event has occurred, and the safe and smooth operation of the travel has become impossible or there is a very large possibility of such impossibility arising;
 - (d) If the Company has failed to issue to the Traveler the Final Document by the date referred to in Article 5; or
 - (e) If it has become impossible to operate the travel in accordance with the itinerary mentioned in the Contract Document due to causes attributable to the Company;
- (4) When the tour contract is terminated pursuant to (1) in paragraph 1 of this Article, the Company will refund the remaining amount minus the prescribed cancellation fee from the travel fee (or application fee) that has already been paid. If the cancellation fee cannot be covered only by the application fee, the difference will be charged. In addition, if there is a difference in the change of the number of people per room from the Travelers, the difference fee will be charged respectively.
- (5) When the tour contract is terminated pursuant to (3) in paragraph 1 of this Article, the Company will refund the full amount of the travel fee (or application fee) that has already been paid.

[2] After the commencement of the travel

- (1) If the tour contract is canceled or temporarily withdrawn due to the Traveler's convenience after the commencement of the travel, it will be considered as a waiver of the Traveler's rights and no refund will be given.
- (2) If a Traveler has become unable to receive the Travel Services mentioned in the final itinerary due to causes not attributable to the Traveler, he/she may cancel that part of the contract for which he/she has become unable to receive the Travel Services, without payment of the cancellation fee. The Company shall refund the Traveler, out of the travel fee, the amount for that part of the Travel Services which he/she has become unable to receive, provided, however, that if the case is due to causes not attributable to the Company, the Company will refund to the Traveler the said amount less the amount of the cancellation fee, the penalty, and any other cost which have already been paid or must be paid in the future in respect of the Travel Services concerned.

14. Cancellation by the Company

[1] Cancellation before Commencement of Travel

- (1) The Company may cancel an Agent-Organized Tour Contract before the commencement of the travel explaining the reason to the Traveler, in any of the following cases:
- (a) If it has become clear that the Traveler does not satisfy the conditions for a participating in respect of sex, age, qualifications, skills, or other conditions which the Company has specified in advance;
 - (b) If it is considered that the Traveler is not fit for the travel concerned for reasons of illness, absence of a required assistant or other reasons;
 - (c) If it is considered that the Traveler may give trouble to other travelers or disturb the smooth conduct of the group travel;
 - (d) If the Traveler has demanded a burden exceeding the reasonable extent in connection with the Contract Contents;
 - (e) If the number of travelers has not reached the minimum number of participants mentioned in the brochure. It shall inform the Traveler to the effect that the travel will be canceled prior to the 13th day (in case of a one day trip, the 3rd day), prior to the day preceding the date of commencement of the travel.
 - (f) If there is a great possibility that the conditions for the operation of the travel, such as the required amount of snowfall in case the travel is for the purpose of skiing, which have been specified at the time of concluding the contract, or if such conditions will not be fulfilled; or
 - (g) If a natural disaster, a war, a riot, the suspension of the provision of transportation or accommodation facilities, etc., an order of a government or other public offices, or any other event in which the Company is unable to intervene has occurred, and the safe and smooth operation of the travel in accordance with the itinerary mentioned in the Contract Document has become impossible, or there is a very large possibility of such impossibility arising.
- (2) If a Traveler has not paid the travel fee by the date mentioned in Article 6, it shall be deemed that the Traveler has canceled the Agent-Organized Tour Contract on the day following that date. In this case, the Traveler must pay to the Company a penalty, the amount of which is equivalent to the cancellation fee specified in Paragraph 1 (I) of the Article 13.
- (3) When it is found that the Traveler falls under items Paragraph 10 to Paragraph 12 of Article 4.

[2] Cancellation after Commencement of Travel

- (1) In any of the following cases, the Company may cancel part of an Agent-Organized Tour Contract even after the commencement of the travel:
- (a) If the Traveler is not fit for the continuance of the travel for reasons of illness, absence of a required assistant or other reasons;
 - (b) If the Traveler corrupts the discipline of group activities and disturbs the safe and smooth operation of the travel through violation of the instructions of the Company conveyed by the tour conductor or any other person for the safe and smooth operation of the travel, or through violence or threat, etc., against these persons or other accompanying Travelers;
 - (c) If a natural disaster, a war, a riot, the suspension of the provision of Travel Services of transportation and accommodation facilities, etc., an order of a government or other public offices, or any other event in which the Company is unable to intervene has occurred, and it has become impossible to continue the travel;
- (2) If the Company has canceled an Agent-Organized Tour Contract in accordance with the provisions of the preceding Paragraph of [2], the contractual relationship between the Company and the Traveler may cease to exist at and after the time of the cancellation. In this case, for the obligations of the Company regarding the Travel Services which have already been received by the Traveler, they shall be deemed as having been validly performed.
- (3) If the Company has canceled an Agent-Organized Tour Contract after the commencement of the travel in accordance with the provisions of Item(a) or (c), Paragraph [2] (1), it will undertake arrangements for the Travel Services necessary for the Traveler's return to the place of departure at the Traveler's request.
- (4) When it is found that the Traveler falls under items Paragraph 10 to Paragraph 12 of Article 4.

15. Refund of Travel Fee

If the travel fee has been reduced in accordance with the provisions of Article 11, or an Agent-Organized Tour Contract has been canceled in accordance with the provisions of the preceding 13 and 14 Article, resulting in an amount which should be refunded to the Traveler, the Company shall refund the said amount to the Traveler within 7 days of the day following the date of the cancellation in case of a refund due to cancellation before the commencement of the travel, or within 30 days of the day following the date of completion of the travel mentioned in the Contract Document in case of a refund due to reduction of the amount or cancellation after the commencement of the travel.

16. Itinerary Management

- (1) In order to secure for a Traveler the safe and smooth operation of the travel, the Company will provide the following services for a Traveler unless the Company has concluded a different special agreement with the Traveler:
- ① If it is considered that there is a possibility that the Traveler will not be able to receive Travel Services during the travel, to take reasonably necessary measures for proper receiving of Travel Services in accordance with the Agent-Organized Tour Contract; However, the personal travel plans in Paragraph 6 of this Article are excluded.
 - ② If the Contract Contents have to be changed despite the fact that the measures referred to in the preceding Item① have been taken, to endeavor to make the itinerary after the change conform to the purposes of the original itinerary in case the contents of the itinerary are to be changed.
- (2) A Traveler must follow instructions of the Company for the safe and smooth operation of the travel when acting in a group during the period between the commencement of the travel and the completion of the travel.
- [Accompanying tour plan]
- (3) In accompanying tour, tour conductor shall accompany whole itinerary and provide, in whole or in part, the services mentioned in Items of Paragraph 1 of this Article or any other business which the Company considers necessary incidental to the Agent-Organized Tour concerned. The period of time during which the tour conductor engages in the businesses is from 8:00 to 20:00 as a rule.
- [Local tour companion plan]
- (4) As a rule, the local tour conductor will accompany him/her from the arrival of his/her travel destination to the departure of the tour course. The work scope of the local tour conductor is the same as that of the tour conductor in Paragraph 3 of this Article.
- [Local staff guidance plan]
- (5) Although the tour conductor will not accompany the local staff guidance display course, the Company will make the person, who arrange on behalf of the Company at the site, provide the services, in whole or in part, listed in Paragraph 1 of this Article and other services related the such travel that the Company deems it is necessary, and the contact information of the person will be clearly stated on the Final Document including final itinerary and the like.
- [Personal travel plan]
- (6) A tour conductor will not accompany the personal travel plan. A Traveler will be given the coupons necessary to receive the travel service before departure, so a Traveler must carry out the procedure for receiving the travel service.

17. Responsibility of the Company and Disclaimer

- (1) In performing an Agent-Organized Tour Contract, if the Company, or the person whom the Company has had make arrangements as an agent, has caused damage to a Traveler intentionally or by negligence, the Company shall bear the responsibility for compensating for the damage, provided that the Company has been informed within 2 years of the day following the date of occurrence of the damage.
- (2) The Company shall not be responsible for compensating for the damage except in a case referred to in the Paragraph (1) of this Article, including but not limited, if a Traveler has incurred damage due to each of the following items, provided however that, this does not apply if it is proved that the Company or our agent for arrangements was intentional or negligent:
- [1] A natural disaster, a war, a riot, the change of itinerary or suspension of travel caused by these ;
 - [2] Damage caused by accidents or fires in transportation and accommodation facilities, etc.;
 - [3] The suspension of provision of transportation or accommodation facilities, etc., or the change of itinerary or suspension of travel caused by these;

- [4] The change of itinerary or suspension of travel arising from an order of a government or other public offices;
- [5] Accident during free time;
- [6] Food poisoning;
- [7] Theft; or
- [8] Delays in transportation, interruptions, changes in schedules, changes in routes, etc., or changes in travel dates, or reduction in time spent at destinations caused by these.

(3) Notwithstanding the provisions of Paragraph 1 of this Article, the Company shall compensate for the damage referred to in the same Paragraph caused to baggage within the limits of 150,000 yen per Traveler (except in a case where the damage has been caused by the Company intentionally or by gross negligence) if the Company has been informed within 14 days of the day following the date of occurrence of the damage.

18. Responsibility of Traveler

- (1) If the Company has incurred any damage caused by a Traveler intentionally or by negligence, by violating laws and regulations, or public order and morals, or by the traveler not complying with the provisions of our terms and conditions, the Traveler shall compensate the Company for such damage.
- (2) In concluding an Agent-Organized Tour Contract, a Traveler must endeavor to understand the rights and obligations of the Traveler, as well as other contents of the Agent-Organized Tour Contract, making good use of the information supplied by the Company.
- (3) In order to smoothly receive the Travel Services mentioned in the Contract Document, should a Traveler have realized that Travel Services different from those mentioned in the Contract Document have been provided after the commencement of the travel, he/she must promptly notify the Company, or the provider of the Travel Services concerned to that effect at the place of travel.

19. Special Compensation

- (1) Regardless of whether the Company is responsible in accordance with the provisions of Article 17 or not, it shall pay 15 million yen as death compensation, 20,000 to 200,000 yen as hospitalization fee depending on the number of hospitalization days, and 10,000 to 50,000 yen as hospitalization fee depending on the number of hospital days, for specific damage which a Traveler has incurred to his/her life, person, or baggage while participating in an Agent-Organized Tour, in accordance with the provisions of the Special Compensation Rules in a separate document. The damage compensation for baggage is limited to 150,000 yen per traveler. However, 100,000 yen is limited for one or a pair of products subject to compensation.
- (2) Of the damages prescribed in the preceding Paragraph, if the Company bears responsibility in accordance with the provisions of Paragraph 1 of Article 17, the compensation referred to in the preceding Paragraph which it should pay shall be deemed to be the compensation for the damage concerned within the limits of the amount of the damage which it should pay based on that responsibility.
- (3) The short trip (optional tour) which the Company operates by collecting a separate travel fee for Travelers participating in an Agent-Organized Tour of the Company shall be treated as part of the contents of the main Agent-Organized Tour Contract.
- (4) However, on the date when it is clearly stated in the itinerary that travel services will not be provided by our arrangement, only if it is explicitly stated that compensation will not be paid for damage incurred by a Traveler on that day, we are not in the process of participating in an Agent-Organized Tour.
- (5) If the damage incurred by a Traveler while participating in an Agent-Organized Tour is due to the traveler's intention, intentionally violating laws and regulations, illness, etc., or it is not included in an Agent-Organized Tour and it is due to accidents during free time such as skydiving, mountain climbing, bobsleigh, luge, hang rider boarding and other similar dangerous exercise, will not pay the compensation or sympathy money in Paragraph 1 of this Article. However, this does not apply if the exercise is included in an Agent-Organized Tour schedule.

20. Guarantee of Itinerary

- (1) If an important change in Contract Contents mentioned in the left section of the following Schedule (excluding a change mentioned in any of the following Items (excluding a change stipulated in the following [1], [2] and [3]) has occurred, the Company shall pay a change compensation, the amount of which is equivalent to, or more than, the amount arrived at by multiplying the travel fee by the relevant ratio mentioned in the right section of the same Schedule within 30 days of the day following the date of completion of the travel unless it is clear that the Company will bear the responsibility in accordance with the provisions of Paragraph 1, Article 17 for the change concerned :
 - [1] The Company shall not pay compensation for the change in case of change due to any of the following reasons (provided, however, that the Company shall pay compensation for the change in case of the change due to the occurrence of a shortage of seats, rooms, or any other facilities of the transportation and accommodation facilities, etc., despite the fact that the Travel Services are provided by the transportation and accommodation facilities, etc.):
 - (a) Natural disaster, including bad weather, that shall hinder the Itinerary;
 - (b) War;
 - (c) Riot;
 - (d) Order of a government or other public offices;
 - (e) Suspension, including cancellation, out of service, closed and the like, of the provisions of Travel Services of transportation and accommodation facilities, etc.;
 - (f) Provision of transportation services not according to the original service plan, including delay, change of transportation schedule etc.; or
 - (g) Measures necessary for securing the safety of a travel participant's life or person.
 - [2] If an Agent-Organized Tour Contract has been canceled in accordance with the provisions of Articles 13 and 14, the change made for the canceled part concerned.
 - [3] Even if the order in which the Travel Services are provided as described in the brochure changes, the Company will not pay the change compensation if the Travel Service can be provided during the travel.
- (2) The amount of a change compensation which the Company should pay per Traveler per Agent-Organized Tour shall not exceed the amount arrived at by multiplying the travel fee by the ratio of 15% or higher specified by the Company. Furthermore, if the amount of the change compensation which should be paid per Traveler per Agent-Organized Tour is less than 1,000 yen, the Company shall not pay the change compensation.

- (3) After the Company has paid a change compensation in accordance with the provisions of Paragraph 1, this Article, if it has become clear that the Company is liable under the provisions of Paragraph 1, Article 17 for the change concerned, the Traveler must return to the Company the change compensation for the change concerned. In this case, the Company shall pay the balance between the amount of the compensation for the damage which the Company should pay in accordance with the provisions of the said Paragraph and the amount of the change compensation which the Traveler should return.
- (4) If a Traveler agree, the Company may exchange the payment of the change compensation by money and provide goods and services of equal value or greater.

Schedule II Change Compensation

Change requiring payment of the change compensation	Ratio (%) per case	
	Before the commencement of the travel	After the commencement of the travel
(1) Change in the date of commencement of the travel or the date of completion of the travel mentioned in the Contract Document	1.5	3.0
(2) Change in the sightseeing spots or sightseeing facilities (including restaurants) or other destinations of the travel to be visited mentioned in the Contract Document	1.0	2.0
(3) Change in the class or the facilities of the transportation facilities to those at a lower charge than that mentioned in the Contract Document (limited to a case where the total amount of the charges for the class and facilities after the change is lower than the total amount of the charges mentioned in the Contract Document)	1.0	2.0
(4) Change in the kind or the name of the company of the transportation facilities mentioned in the Contract Document	1.0	2.0
(5) Change to a flight using an airport of the point of commencement of the travel (departure airport) or of the point of completion of the travel (arrival airport) in Japan different from that mentioned in the Contract Document	1.0	2.0
(6) Change in the kind or the name of the accommodation facilities mentioned in the Contract Document	1.0	2.0
(7) Change in the kind of room, facilities, view, or any other condition of the room of the accommodation facilities mentioned in the Contract Document	1.0	2.0
(8) Among the changes mentioned in the preceding Items, any change in the matters mentioned in the tour title of the Contract Document	2.5	5.0

Note 1: "Before the commencement of the travel" refers to a case where the change concerned has been notified to the Traveler by the day preceding the date of commencement of the travel, and "after the commencement of the travel" to a case where the change concerned has been notified to the Traveler on or after the date of commencement of the travel.

Note 2: If a Final Itinerary (Final Document) has been issued, this Schedule shall be applied by reading "Contract Document" as "Final Document." In this case, if there has arisen any change between the entries in the Contract Document and those in the Final Document or between the entries in the Final Itinerary and the contents of the Travel Services actually provided, each respective change will be treated as one case of change.

Note 3: If the transportation facilities concerned with a change mentioned in Item 3 or Item 4 are accompanied with the use of accommodation facilities, a change in connection with one night's stay shall be treated as one case of change.

Note 4: The case of the change in the name of the company of the transportation facilities mentioned in Item 4 shall not be applicable if such change involves a change to transportation facilities with a higher class or facilities.

Note 5: Even if the change mentioned in Item 4, 6 or 7 has occurred more than once for one vehicle, ship, etc., used or for one night's stay, it shall be treated as one case of change.

Note 6: With respect to the change mentioned in Item 8, not the ratios for Items 1 through 7 but the ratios for Item 8 shall apply.

21. Travel conditions with Travelers who have concluded an Agent-Organized Tour Contract by a Communications Contract

The company and the Dealer may accept application of travel by "telephone, post mail, facsimile, or any other means of communication" from a credit card member (hereinafter referred to as "member") of an affiliated credit card company (hereinafter referred to as "Affiliated Company"), on the condition "which the Traveler pays the travel fee without member's signature" on a prescribed payment slip, based on the following Items:

- (1) We also comply with our "THE TERMS AND CONDITIONS OF TRAVEL CONTRACTS (Agent-Organized Tour Contract)" for a Communications Contract;
- (2) A "Card Use Day" as stated in this Article means the date on which the Traveler or the Company should pay the travel fee, etc., or settle the refund debts in accordance with the Agent-Organized Tour Contract;
- (3) In application of a Communications Contract, a Traveler must inform the Company of the "title of the Agent-Organized Tour" for which he/she intends to apply, "the date of departure", "the membership number", "the credit card expiration date", and other matters;
- (4) A Travel Contract through Communications Contract enters into effect at the time the Company has issued a notice to the effect that the Company accept the application of the contract and such notice has reached the Traveler;
- (5) The Company may not agree to conclude an Agent-Organized Tour Contract, in case of intending to conclude a Communications Contract, if the Traveler is unable to settle his/her debts relating to the travel fee, etc., in

whole or in part, in accordance with the card membership rules of the Affiliated Company, for such reasons as the Traveler's credit card being invalid, etc.;

- (6) The Company and the Dealer shall accept payment of the travel fee, the amount of which is mentioned in the Contract Document, by a card of the Affiliated Company without the Traveler's signature on the prescribed payment slip. In this case, the Card Use Day shall be considered to be the day on which the tour contract enters into effect;
- (7) If the Company accept a travel application using a mobile information terminal (i-mode, etc.) or IT-related information communication technology such as the Internet and has provided, in place of the document mentioning the itinerary, the contents of Travel Services, and other conditions for the travel and matters concerning the responsibility of the Company, the Contract Document or the Final Document, the matters which should be mentioned in these documents (hereinafter referred to in this Article as "Matters To Be Mentioned") by a method using information and communications technology, it will confirm that the Matters To Be Mentioned have been recorded in the file kept in the communications equipment used by the Traveler; and
- (8) In the case of the preceding Paragraph (7), this Article, if a file to record the Matters To Be Mentioned is not kept in the communications equipment used by the Traveler, the Matters To Be Mentioned will be recorded in the file kept in the communications equipment used by the Company and it will be confirmed that the Traveler has read them.

22. Travelers' Personal Information Handling Policy

Nippon Travel Agency Co., Ltd. (hereinafter referred to as the "Company") and a contracted travel agent (hereinafter referred to as a "Dealer") listed in the "Dealer" column below. Refers to the Company and the Dealer.

- (1) The Company and the Dealer will use personal information obtained from customers for the following purposes: **1.**Contacting customers; **2.**Arranging and providing transportation or accommodation services for Customers' traveling; **3.**Procedures related to Customers' traveling; **4.**Arranging for the insurance as a pledge for any damage caused by an accident within our responsibility specified in our tour contract; **5.**Providing information on products, services, or campaigns of our company and affiliated companies, and for offering travel information; **6.**Requesting from customers comment and feedback on the tour they have joined; **7.**Requesting customers to fill out a questionnaire; **8.**Providing services with special benefits; and **9.**Compiling statistical data of our services.
- (2) We may provide Customers' personal information such as names, addresses, telephone numbers, credit card information and flight numbers to transportation or accommodation facilities, souvenir shops, or relevant credit card company and the like in print or as electronic data to fulfill the purpose described in Item 2. And 3. of the Paragraph (1), this Article. If a customer wishes to stop the provision of the personal information to souvenir shops, please contact the travel agency listed in the brochure that has arranged the tour at least 10 days prior to the departure date. (In the case when such date falls on a Saturday, Sunday, or a holiday, please contact the agency by the day before such date.)
- (3) The Company and its group companies will jointly use the contact information provided in writing by travelers, such as their names, addresses, telephone numbers, and e-mail addresses, in order to provide sales guidance, campaigns, etc. of each company. The Company are responsible for managing the personal information we share with. Please check the privacy policy of our storefront or website (<http://www.nta.co.jp>) for details such as our Travelers' Personal Information Handling Policy and the name of our group companies.
- (4) The Company may entrust the handling of personal information.
- (5) A traveler may request disclosure, correction, deletion, or suspension of use of personal data held by the Company. The contact point is only a correction Dealer, and the rest is the Customer Assistance Center of Nippon Travel Agency Co., Ltd.
- (6) If you do not fill out some of the optional entries, the Company may not be able to provide you with appropriate services related to unfilled entries.
Customer Assistance Center of Nippon Travel Agency Co., Ltd.
To the attention of Customer Assistance Center General Manager (proxy of Chief Privacy Officer)
TEL : 03-6895-7883 FAX : 03-6895-7833
E-mail : sodan_shitsu@nta.co.jp
Business hours : Mon-Fri 9:45 a.m.-5:45 p.m. (closed on Sat, Sun, national holidays and year-end and New Year holidays)

23. Other

- (1) If there are various expenses associated with a Traveler's request for personal information, shopping, etc., expenses associated with a Traveler injuries and illnesses, expenses associated with luggage loss due to Traveler's carelessness and collection of lost items or expenses required for another action arrangement, a Traveler shall bear the expenses.
- (2) The Company may refer a Traveler to a souvenir shop for the convenience of Travelers, but when shopping, it is Traveler's responsibility to purchase.
- (3) Please note that taxes such as consumption tax will be levied in principle when a Traveler adds alcoholic beverages, food, or other services at an inn or hotel.
- (4) Optional tours provided by local travel agencies are not covered by the itinerary guarantee.
- (5) If a traveler has an accident while traveling, please notify us immediately using the contact information provided in the Final Document. If the Company considers that a Traveler is in need of protection due to illness, injury, etc., during the travel, it may take necessary measures. In this case, if the case is due to causes not attributable to the Company, the cost required for the measures taken shall be borne by the Traveler.
- (6) Please adhere to the meeting time. The Company cannot take any responsibility if a Traveler is unable to attend the meeting after the meeting time.
- (7) In the unlikely event that there is a delay in the return due to an accident, heavy snow, or other road conditions, or any other unavoidable reason, the Company will not be able to comply with the request even if a traveler need to take a taxi or stay overnight. We cannot accept compensation for shortening the time spent at the destination.
- (8) The Company do not re-travel in any case.
- (9) Carriage of baggage is carried out by the relevant transportation agency, and the Company carry out the transportation consignment procedure on our behalf.

24. THE TERMS AND CONDITIONS OF TRAVEL CONTRACTS (Agent-Organized Tour Contract)

Matters not specified in this tour conditions document are based on our travel business agreement (Department-type planning tour contract section).
If you would like our tour contracts, please contact us.

25. Governing Law

This tour conditions shall be governed by the laws of Japan.

26. Criteria for travel conditions

These travel conditions are based on April 1, 2020.
The reference date for calculating the travel price is shown for each brochure.

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