

# Tour Conditions (Domestic・Agent-Organized Tour)

This contract for agency-arranged tour (the document of the terms and the conditions thereof) comprises some parts of "the statement explaining trade terms" and "the contract document stipulated in Article 12-4, and Article 12-5 of the Travel Agency Act."

## 1. Agent-Organized Tour Contracts

(1) This tour is planned and operated by Meitetsu Kanko Bus Co., Ltd. (2-3-5 Nishihioki, Nakagawa-ku, Nagoya City, Aichi/ Travel agency No.1857 registered by the Commissioner of the Japan Tourism Agency, hereinafter referred to as "the Company") and a customer who participates in this tour will conclude an Agent-Organized Tour Contract (hereinafter referred to as "the Tour Contract") with the Company.  
(2) The terms and conditions of the Tour Contract are comprised of, the brochure, these tour conditions, the final documents called the final itinerary handed over before departure (hereinafter referred to as "the Final Tour Itinerary") and the section of the agent-organized Tour Contract in the standard terms and conditions of Tour Contracts of the Company (hereinafter referred to as "the Company Terms and Conditions").  
(3) The Company undertakes to provide tour arrangements and itinerary management so that clients can have travel services including transportation/accommodation service from service providers (hereinafter referred to as "the Tour Services") in accordance with the tour itinerary determined by the Company.

## 2. Application for Tour and Time that the Contract Comes into Effect

(1) When applying, it is required to provide the necessary information together with the application deposit as presented in Article 5 presented in the brochure to the Company or our tour sales agents described in the "tour sales agent offices" section (hereinafter collectively referred to as "the Companies").  
(2) The Companies may accept an application for the Tour Contract via telephone, mail, facsimile, internet and other means of communication. In this case, a contract will not be concluded at the time of the application, and the customer is required to submit an application form and pay the application fee within 3 days counting from the day after the day when the Companies notify the client of acceptance of the reservation. However, other conditions stipulated in the brochure will apply to specific periods of time or courses.  
(3) The contract is to be concluded after the Companies confirm the customer's reservation and receive the application form and application fee.  
(4) If a customer fail to pay the application fee within the period of time stated in Article 2 above, the Companies may deem that there was no application.  
(5) A client will pay the following application deposit per one person. The application deposit will be counted as a part of the whole "tour fee," "cancellation fee," or "penalty charge."

Tour Fee Amount	Application Deposit (per one person)
60,000 yen or more	From 20,000 yen to the total tour fee amount
30,000 yen or more and less than 60,000 yen	From 10,000 yen to the total tour fee amount
Less than 30,000 yen	From 5,000 yen to the total tour fee amount

The tour fee presented in the table above means the "total tour fee" which is determined to pay before departure. Other conditions stipulated in the brochure may apply to specific periods of time or courses.  
(6) In some cases such as there is no seats available, the Companies may ask the client to wait before concluding the Contract. In that case, we will register the client on the waiting list considering the customer's time limit, and make efforts to accept the client's reservation. Still the payment of the application deposit will be necessary. The fee will be returned when the customer cancels the registration on the waiting list or when the companies are not able to reserve the transportation.  
(7) In the cases mentioned above on Article 6, the date of the contract will be the date when the Companies inform that we are able to complete the reservation.  
(8) When we are not able to contact the client until the due date set by the client, the reservation may be cancelled even if the reservation is available. In this case, the application deposit will be returned to the client.  
(9) When a person who is responsible for the contract as a representative of an organization or group for a tour, the Companies shall regard the representative as having all authorization to conclude or cancel the contract. A person who is responsible for the contract shall provide the Companies with a list of the names of accompanying members by the date specified by the Companies. The Company shall not assume any obligations or responsibilities which arose in the past or will arise in the future and are owed by the person who is responsible for the contracts to group members. In a case that the person who is responsible for the contract does not accompany the group, the Company will regard one of the members appointed by such person in advance as the representative for the contract after the tour departure.

## 3. Requirements for Application

(1) A client who is aged 17 years old or under is required to present a written consent from a parent or guardian when booking.  
(2) A person who is under the age of 15 or under junior high school at the time of departure must be accompanied by his/her guardian.  
(3) In some cases such as when a tour is aimed at specific group of customers or a tour has a specific purpose, if an applicant's sex, age, qualification, skill and/or other conditions do not satisfy the requirements determined by the Company, the Company may reject the application.  
(4) For customers who are ill, using devices such as wheelchair, those with physical or mental disabilities, with food or animal allergy, pregnant or with possibility of pregnancy, accompanied with assistance dog (guide dog, hearing dog, or service dog), or any other people who are in need of special care or attention must notify the Company that needs. (Even if a client becomes those conditions above after concluding the contract, please notify immediately.) The Company will give more information after a client clarifies the specific assistance that he/she needs during the tour.  
(5) When the Company is notified about any of the requests above in Article 4, the Company will respond and deal with the matter as much as possible and rational. In this case, the Company may ask the client to inform his/her conditions and measures needed or hand in a document clarifying those facts.  
(6) The Company may ask the customer to be accompanied by a caregiver or companion, hand in a medical certificate documented by doctor, or change some parts of the tour courses as a required conditions for attending the tour in order to operate a safe and smooth implementation of Agent-Organized tour. The Company may also decline the application for the Tour Contract or cancel the Tour Contract if the Company cannot take the measures requested by the customer. In addition, any expenses needed for the special measures taken for the customer based on his/her requests will be basically borne by her/himself.  
(7) If the Company determines that an examination or medical treatment by a doctor is necessary for a customer due to disease, injury, or any other reason during the tour, the Company will take necessary measures in order to secure smooth implementation of tour. Any expenses required for such measures will be borne by the customer.  
(8) Customers are not allowed to take independent activities or courses during the tour. However, customers may be allowed to take independent activities depending on some tour courses.  
(9) If a customer leaves the scheduled tour group for his/her own reason, he/she will be required to give notice on the leave, including whether or when he/she will return to the tour group, etc.  
(10) If the Company determines that a customer is likely to cause nuisance to other customers or to impede smooth implementation of Agent-Organized tour, his/her application maybe rejected.  
(11) For customers who are related to any antisocial forces, the application may be refused.  
(12) The Company may refuse application if the client makes a demand with violence or an unreasonable demand or uses intimidating words or actions in relation to the transactions with the Company.  
(13) The Company may refuse application if the client defames the reputation or interferes with the business of the Companies by spreading rumors, using fraudulent means or resorting to forces.

(14) Aside from the reasons stated above, the Company may decline to accept booking for business related reasons.

## 4. Delivery of Contract Documents and Confirmation Letters (Final Tour Itinerary)

(1) After the contract, we will issue the contract documents, which the date of the trip plan, the schedule and other matters concerning our responsibilities are stated, to the customer. The tour pamphlet, and receipt which we hand over to the customer will also be a part of the contract documents.  
(2) We will hand over the document which states the tour schedule, the flight plan, and the name of the hotel, etc. to the customer no later than a day before the departure. We seek to hand it over within 7 to 10 days before the departure, but please note that some tours taking place during some specific time of the year such as New Year's holiday and collective public holidays in spring called Golden Week, the documents maybe handed over the day before departure. For reservations made within 7 days before departure, the documents are to be handed over until a day before departure. Please feel free to ask us for information on your reservation if you do not have your determinate document with you.  
(3) The range of services within our responsibilities will be written on the confirmation letters.

## 5. Travel Charge

(1) The tour fee to be paid will be the total of the tour fee indicated in the brochures adding extra fees, and deducting any applicable discount(s). This total amount will be the basis for calculating the application fee, cancellation fee, penalty charge, and compensation for change.  
(2) The additional fee and discount is as explained below.  
(A) Additional fees:  
a. Extra fee is needed when the customer requests an extra room for single person.  
b. Extra fee is needed in the case when hotel or room type is upgraded.  
c. Extra fee is needed to upgrade the seats of train, flight and other transportations.  
d. Extra fee is needed when there is a difference in prices of plans within a tour course, and a "without meal plan" is changed to a "with meal plan", or when a "without sightseeing plan" is changed to a "with sightseeing plan" and the like.  
e. Extra fee is needed for extended stays.  
f. Extra fee is needed for selective Items indicated in brochures as "extra fee for ○○," or "○○ plan."  
(B) Discounts:  
a. Discount is offered when more than 3 people stay in one room. ("Triple Discount.")  
b. Discount is offered for specific participants' age, such as child's discount.  
c. Discount is offered for other items indicated in the brochures such as "discount for ○○."

## 6. Payment of Tour Fee

The total tour fee must be paid by a day before 21 days counting from a day before the departure date. When a customer applies within 21 days before the departure date, the tour fee must be paid by the due date specified by the Company. However, other conditions stipulated in the brochure will apply to specific periods or courses.

## 7. Included in the Tour Price Indicated in the Brochures.

(1) The items indicated in the brochures will be included in the tour fee as below:  
a. The fee for the tour flight, ship, train and any other transportations.  
b. Sightseeing fees (Bus fares, expenses for guide, entrance fees, etc.)  
c. Expenses for accommodation fees with taxes and service fees.  
d. Expenses for meals with taxes and service fees.  
e. The tip needed during Agent-Organized tour.  
f. Expenses for tour conductor, in the case of conducted course.  
g. Other amounts expressly stated in the Brochure as included in the tour price.  
(2) All costs stated above will not be reimbursed even if a customer voluntarily does not use the relevant services.

## 8. Not Included in the Tour Price Indicated in the Brochures.

Any expenses other than those set out in Section 7 will not be included in the tour fee. The following costs are selected examples.  
a. Fee used for transportation from the customer's home to the designated places such as meeting point.  
b. Excess baggage charge (for extra weight, volume, or quantity exceeding the limit set by each transportation facility.)  
c. Personal expenses and incidental taxes and service fees, including, but not limited to cleaning fee, telephone charge, tips, and other extra beverages.  
d. Medical expenses for physical injury or disease.  
e. Tour price for a small excursion called "optional tour" taken only by the applicant.  
f. Other items indicated in the brochures such as "extra fee for ○○" or "○○ plan."

## 9. Changes in Tour Contract

In some cases the Company may change the contents of the contract if any of the following incidents occur: natural disasters, wars, riots, suspension of Tour Services rendered by transportation/accommodation providers, governmental orders, provisions of transportation services that is not predetermined on the original operational plan, or under other circumstances which is beyond the Company's control. The Company may, even after conclusion of the Tour Contract, revise its itinerary and Tour Services when it is avoidable in order to conduct safe and smooth tour operation after the Company promptly explains to clients the reasons why such events are beyond the Company's control and the causal connection with the event. However, this explanation may be made after revisions in emergent circumstances.

## 10. Changes in Tour Fee

The Company will not change the tour fee, additional charges or discount prices after the conclusion of the Tour Contract except in the following cases:  
(1) If the tariff and fares of the transportation providers used for the tour are revised considerably out of the range of those ordinarily expected extent due to drastic changes in the economic conditions, the Company may revise its tour price in accordance with increases or reductions in transportation tariff and fares for the tour. If the tour price is increased, the Company shall notify clients on no later than the 15th day counting back from a day before the tour departure.  
(2) If the content of tour is changed, and the expense required for implementation of tour is reduced, the Company will cut down the total tour fee to the extent of the difference arising out of the change.  
(3) If the itinerary changes in accordance with what is stated in the Section 9 and the expense for the implementation of tour increases, the Company will change the difference in the amount of the original price and the renewed one accordingly except in a case when there are no seats in transportations, rooms in accommodations, or any other facilities available even though the services are being offered, (in which is so called overbooking.)  
(4) In the case that brochures describe that tour fee may differ depending on the number of persons using certain transportation or accommodation facilities, etc., and the number of persons changes after the conclusion of the Tour Contract due to any reason that is not attributable to the responsibility of the Company, the Company will adjust the tour fee to the extent described in the documents such as brochures.

## 11. Changes in Tour Participant

(1) A client who has entered into a Tour Contract may, with the Company's consent, transfer its status in the

contract to a third party. In this case, the clients shall fill in the required information in the form provided by the Company and submit it to the Company. At the time, the clients shall pay a handling charge for the change of participant determined by the Company.

(2) This transfer of the position under the Tour Contract will come into effect when the Company approves the change and receives the handling charge. Thereafter the third party to whom the position under the Tour Contract is transferred will succeed all rights and obligations pertaining to the Tour Contract.

## 12. Cancellation by Client – Before Departure

(1) The client may cancel his or her reservation after the contract is established by paying the cancellation fee stated below. For cancellation, please come during the business hours of the Company.

(a) Courses other than the tour course reservations stated in the section (b)

Timing of Cancellation	Cancellation Fee (per one person)
Within 8 to 20 days (For one-day tour :8 to 10 days) prior to the departure date of the tour	20% of tour fee
Within 2 to 7 days prior to the departure date of the tour	30% of tour fee
On a day before the departure date of the tour	40% of tour fee
Before the departure time on the departure date of the tour	50% of tour fee
After the departure time or no cancellation notice	100% of tour fee

(b) For tour course using chartered ship.

The cancellation fee may differ depends on types of ship chartered. The fee will be written on the pamphlets.

(2) In any of the following cases, client may cancel the Tour Contract without paying a cancellation fee.  
(a) When the contents of the Tour Contract have been changed. However, such changes shall be limited to the cases listed in the left side of the table in Article 23 and other critical cases.

(b) When the tour price is increased in accordance with Article 10 (1)

(c) Safe and smooth tour operation becomes or is most likely to be impossible due to any of the reasons as follows: natural disaster, war, riot, and suspension of Tour Services rendered by transportation or accommodation providers, governmental orders or other causes.

(d) When the Company fails to deliver the confirmation letter (the Final Tour Itinerary) within the time limit as written on Article 4(b) (However, for reservations made within 7 days prior to the departure date, the document will be delivered by just on the day of departure.)

(e) When the implementation of the tour in accordance with the tour schedule described in a contract document becomes impossible due to any reason attributable to the Company.

(3) The Company shall refund the remaining amount of the received tour fee (or application deposit) after deducting the cancellation fees specified by the Company when the Tour Contract is cancelled in accordance with Paragraph (1). If the application deposit is not enough to cover the cancellation fee, the Company will charge the difference in the amount. When the Tour Contract is cancelled in accordance with Paragraph (2) the Company shall refund a full amount of the received tour or application fee.

(4) When the client wishes to change the trip plan or the departure date, the reservation will be cancelled for the moment, and new reservation is necessary to be made. Please note that these cancellation fees stated in Article (1) applies for such cases.

## 13. Cancellation by Client – After Departure

(1) If a customer cancels or temporarily leaves the Tour Contract on his/her own reason, the customer will be deemed to have waived his/her rights and the Company will not reimburse any payment.

(2) If any Tour Service as stated in the contract document becomes unavailable, due to any reason that is not attributable to the customer, the customer may cancel a part of the Tour Contract relating to the unavailable Tour Service, without paying the cancellation fee. In this case, the Company will reimburse to the customer, out of the tour fee, the amount equivalent to the unavailable Tour Service.

## 14. Cancellation by the Company – Before Departure

(1) If the client has not paid the tour price by the due date provided in Article 6, the Company may cancel the Tour Contract. In such case, the client shall pay the Company a penalty charge of the same amount as the cancellation fee described in Article 12.

(2) Should any of following items apply, the Company may cancel the Tour Contract after providing explanation to the client.

(a) When it becomes apparent that the client does not satisfy the gender, age, qualification, skill or other requirements specified by the Company in advance for participation in the tour.  
(b) When the client is recognized as unfit to participate in the tour due to illness, absence of a necessary helper or for other reasons.

(c) When the Company considers that the client may cause trouble for the other participants, or might otherwise interfere with the smooth operation of the group activities.  
(d) When the client makes demands beyond the reasonable scope of the details in the contract.

(e) When the minimum number of participants as stipulated by the Company in the brochure has not been reached. In such cases, the Company shall notify the clients of tour cancellation on no later than the 13th day (3rd day for one-day tours) prior to the day preceding the tour departure date.

(f) When the necessary conditions as clearly specified by the Company in advance cannot be met or it is highly likely that such conditions will not be met, such as in the case of insufficient budget for ski tours.

(g) Safe and smooth tour operation of the tour itinerary as specified in the brochure becomes or is most likely to become impossible due to natural disaster, war, riot, suspension of Tour Services rendered by transportation and accommodation providers, governmental orders or other causes

(h) For customers who are members of antisocial forces, or is related to any kinds of those groups.  
(i) The client makes a demand with violence or an unreasonable demand or uses intimidating words or actions in relation to transactions with the Companies.

(j) The client defames the reputation or interferes with the business of the Companies by spreading rumors, using fraudulent means or resorting to force.

(3) When the Company cancels the Tour Contract in accordance with Paragraph (1), it shall refund the tour price (or application deposit) already received after deducting the applicable penalty charges. When the Company cancels a Tour Contract in accordance with Paragraph (2), the Company shall refund a full amount of the tour price (or application deposit) already received from the client.

## 15. Cancellation by the Company – After Departure

(1) Even if it is after departure, the Company may cancel a part of the Tour Contract in the following cases.

(a) When the Company considers that the client is unable to continue the tour owing to illness, absence of a necessary helper or other reasons.

(b) When the client disobeys the instructions of the Company through the tour conductor or other person who is in charge of conducting safe and smooth operation of the tour, or disturbs the order of group activities of tour participants by violence or menace towards these people or those accompanying them or jeopardizes the safe and smooth operation of the tour.

(c) For customers who are members of antisocial forces, or related to any kinds of those groups.

(d) The client makes a demand with violence or an unreasonable demand or uses intimidating words or actions in relation to transactions with the Companies.

(e) The client defames or interferes with the business of the Companies by spreading rumors, using fraudulent means or resorting to force.

(f) When the tour cannot be continued due to war, riot, suspension of Tour Services rendered by transportation and accommodation providers, governmental orders or other causes beyond the Company's control.

**(2) Effect of cancellation and reimbursement**

(a) Even if the Tour Contract is cancelled for the reasons stated in Paragraph (1.) for services that are already done before the cancellation, the fee will not be reimbursed.

(b) The Company shall refund the expenses for Tour Services which have not been rendered to the client after deducting the cancellation fee or penalty charges or other charges which have already been paid or will be paid to Tour Service providers.

**16. Refund of Travel Cost**

(1) According to Articles 10, 12, 13 (2.) 14, or 15, the Company will reimburse the corresponded fee within 7 days after the cancellation is made if the cancellation is made before departure. For cancellations made after departure, the reimbursement will be made within 30 days counting from the returning date which is stated in the confirmation letters.

(2) Paragraph 1 shall not prevent clients or the Company from claiming compensation for damages in accordance with Article 20 or Article 24.

**17. The Return Trip after the Cancellation of Contract.**

According to Article 15 (1a) and (1f), for cancellation made after the departure, we will make the arrangement for the return trip. However, the fee will be charged to the client.

**18. Managing the Itinerary and Tour Conductors etc.**

(1) The Company will make efforts to secure safe and smooth implementation of tour and will provide the following services to the customer. However, if the Company and the customer conclude a special contract having different terms, this clause will not apply.

(a) In the case when there is a possibility that the Tour Service will not be provided to the customer during the tour, the Company will take necessary measures to secure the provision of Tour Service in accordance with the Tour Contract.

(b) In the case when the content of the contract must be changed regardless of taking the measures stipulated in Paragraph (a) of this section, the Company will arrange the substitute service. In this case, if the tour schedule is changed, the Company will make efforts so that the changed tour schedule will be consistent with the purpose of the original tour schedule. In addition, if the content of Tour Service is changed, the change must be minimum, and the changed Tour Service will have the same content as the original Tour Service.

(2) The Company may take necessary measures in the case when it is recognized that the client needs protection due to disease, physical injury, etc. during tour. In this case, if the reason for such necessity is not attributable to the Company's fault, the expenses required for the measures will be borne by the client, and the client will be required to pay the expenses no later than the date designed by the Company through a designated method.

(3) The tour conductor or the local staff or the staff arranged by the company (for trip without a tour conductor) will be responsible for the terms written in Paragraph (1.)

(4) For trips without the attendance of a tour conductor, the Company will list the contact number of the local staff or the staff arranged by the company (hereinafter referred to as "arranged staff.")

(5) The availability of a tour conductor will be expressly indicated in the brochures.

(6) The tour conductor shall provide services, in principle, from 8:00 a.m. to 8:00 p.m.

(7) National Government Licensed Guide Interpreter or Pref. (City) or Area (zone) Licensed Guide Interpreter is not accompany, but only English speaking tour staff will go along with the tour participants.

**19. Directions of the Company**

When participating in a group tour, please follow the orders of the tour conductor, local staff, or arranged staff for smooth and safe operation of the trip. Exception are made at times of free activities.

For those who cannot follow the orders and disturb the smooth operation of the trip, we may cancel the Tour Contract with the client at any times.

**20. Liability of the Company**

(1) In performing its obligations under the terms of its Tour Contract for an agent-organized tour, if the Company causes damage to clients through willful misconduct or negligence of the Company or the arranged staff, the Company shall be liable for such damage. However, this applies only if the notification is received to the Company within 2 years counting from the day following the occurrence of the damage. The Company shall also compensate for damage to baggage as provided in this Paragraph only when the damage is reported within 14 days counting from the day after the occurrence of such damage. The compensation shall be, regardless of the amount of the damage, up to a maximum of 150,000 yen per person (except for the cases where the Company commits willful misconduct or gross negligence).

(2) If the client suffers damage due to any event that is beyond the control of the Company or the business agent of the Company, such as those listed below as examples, the Company will not be obligated to the liability under Paragraph(1) of this Section. However, this rule will not apply when the Company or the agents' intention or fault is being proved.

(a) Natural disaster, war, civil riot and alteration or cancellation of a tour itinerary due to such events.

(b) Suspension of services rendered by transportation or accommodation providers, and alteration or cancellation of tour itinerary due to such events.

(c) Orders of governments, isolation resulting from infectious diseases, immigration control regulations, and alteration or cancellation of tour itinerary due to such events.

(d) Accidents during the clients' free activities. (e) Food poisoning. (f) Theft.

(g) Delays, stoppages, changes of schedule and route by transportation providers, and alterations of tour itineraries and/or shortened stays at destinations due to such events.

**21. Special Indemnification**

(1) When the customer gets injured in a sudden accident during the group tour arranged by the Company, the Company will compensate the customer or his or her legal heir the compensation for death, after effect of the injury, and solatium for ambulatory or hospitalization. The fee of the insurance is as below: Ambulatory: 10,000 to 50,000 yen depending on the days of ambulatory. Hospitalization: 20,000 to 200,000 yen according to the days of hospitalization. Death: 15,000,000yen. For items damaged or lost in an accident, the insurance fee will be paid (the fee will be up to 100,000yen per item, 150,000yen per person). Items listed on Article 16(b) of the provision such as cash, credit card, valuable items, and used camera film may not be compensated.

(2) The Company shall not pay compensation or cost as stipulated in Paragraph (1) when damage suffered by clients during an agent-organized tour results from the client's willful misconduct, unlicensed driving, driving while intoxicated and/or ill, or dangerous sports and activities such as skydiving, hang gliding, ultra-light aviation (such as motor hang gliding, micro-light aircraft, ultra-light aircraft, etc.) gyro-plane flying, or any other equivalently dangerous activities which are not included in the agent-organized tour and conducted during the clients' free time. Provided, however, that this is not applicable when these activities are included in the itinerary of the agent-organized tour.

(3) Notwithstanding Paragraph (1.) a day when no Tour Services included in an agent-organized tour organized by the Company are provided shall not be considered as a day during an agent-organized tour unless otherwise mentioned in the relevant brochure.

(4) When the Company deserves the responsibility stated in Article 20 (1) for the injury or loss stated in Paragraph (1.) the compensation fee stated in Paragraph (1) is appropriated for a part of (or whole) damages

that the Company ought to owe.

(5) In cases where the Company is liable for compensation as stipulated in the Paragraph (1) and compensation for damage as stipulated in the preceding Article, when any one of the liabilities is met, both liabilities shall be regarded as met to the extent of the amount paid.

※These terms regarding special indemnification including the process of payment basically apply for the residents of Japan. Thus for those who are visiting Japan temporally are highly recommended to take out overseas travel accident insurance for travelers by themselves.

**22. Optional Tour and Provision of Information**

(1) Speaking of the application of Article 20 for the selective excursion tour at local place implemented by the Company (hereinafter referred to as an "Optional Tour") that requires the participants of the Agent-Organized Tour to pay extra tour fee, the Company will treat the Optional Tour as a part of the Tour Contract of the Agent-Organized Tour. We specify in the brochures relating to the Optional Tour that "its organizer is "the Company" or Meitetsu Kanko Bus".

(2) If the brochures states that the planning and arrangement of the Optional Tour is done by other companies but not the Company, it shall not be part of the Agent-Organized Tour of the Company.

(a)The application and the payment of the Optional Tour is to be done at the local area.

(b)The contract will be made between the customer and the company that is responsible for the arrangement of the Optional Tour, so the tour conditions presented by the Company will not apply.

(c) The contract is to be established after the local company that is responsible for the arrangement of the Optional Tour approves the application.

(d)For cancellations, please contact the local company responsible for the arrangement.

(e) The Company will not guarantee the tour schedule during the Optional Tour arranged by the local companies.

(3) The Company will pay the solatium or compensation for any loss or damage during the Optional Tour, according to the regulation of Article 21.

(4) The Company sometimes states some details about sports available at the destination in the brochures as "just as a provision of information." In this case, the regulations of special indemnification on Article 21 will apply to the damage sustained by the client while participating in such available sports, etc., and the Company will not be responsible for any others.

**23. Guarantee of Tour Schedule**

(1) If there are major changes in the Tour Contract as listed on the left column of the table below, the Company will pay the compensation fee which will be calculated by the total tour fee multiplied by the rates stated in the right column of the table below within 30 days counting from the last day of the tour. However, the compensation may not be made for the following terms from (a) to (d).

(a) In the case of changes caused by any of the reasons set out below, our company will not pay the compensation for change(except for the case where such changes are due to insufficiencies (overbooking) in seats, rooms or other transportation or accommodation facilities that are in service.)

1.) Unfavorable weather or natural disaster causing disturbance in the tour schedule 2.) War 3.) Riot

4.) Order of government authority 5.) Suspension of service of transportation or accommodation facilities, etc. such as cancellation, service interruption and suspension of operation.

6.) Provision of transportation service which is inconsistent with original schedule, such as delay and changes in transportation schedule.

7.) Other measures necessary to secure safety of life or body of participant of the tour.

(b) When the responsibility of the Company is clarified according to Article 20.

(c) The change is concerned to the cancellation of the Tour Contract based on Articles 12, 13, 14 or 15.

(d) If the customer is able to receive the service which is included in the plan, even if there was a change in the order of the schedule.

(2) Regardless of the provisions in Paragraph (1.) the compensation made for the changes in the tour plan will be up to the amount of the total tour fee multiplied by 15% per contract as maximum. The compensation fee for changes will not be paid if the amount of the compensation fee per one tour participant and per Tour Contract is less than 1000 yen.

(3) Upon consent of the client, the Company will provide at least equivalent goods or services instead of monetary payment of compensation for changes.

(4) After the Company pays the compensation for changes under the provisions of Paragraph (1) of this section, in the case when it becomes clear that the Company bears liability under Article 20 for such change, the client will be required to refund to our company the compensation for change associated with such change. In this case, the Company will pay the remaining amount that is the compensation fee for damages or loss that the Company must pay off set by the compensation for the changes that the client must refund.

Change for which the Company shall pay compensation	Amount of compensation for changes = Tour fee to which the compensation for change is payable × Following rate per one change	
	If clients are notified one day before the tour departure	If clients are notified after tour departure
① Change in tour departure or end date specified in the Tour Contract documents	1. 5%	3. 0%
② Changes in destination or entry to tourist spots and/or facilities (including restaurants) stated in the Tour Contract documents	1. 0%	2. 0%
③The equipment or grade of transportation facilities on the Tour Contract is changed to downgraded one or one with the lower price. (Only when the total amount of the revised grade or equipment is lower than that of the grade or equipment on the contract documents.)	1. 0%	2. 0%
④ Changes in types or company names of the transportation facilities as stated in the Tour Contract documents.	1. 0%	2. 0%
⑤ Change to other flight involving a change of domestic airports for departure or arrival of the tour stated in the Tour Contract documents	1. 0%	2. 0%
⑥ Change in the international flights stated in the Tour Contract documents from direct flight to connecting flight or flight with stops.	1. 0%	2. 0%
⑦ Change in types or names of accommodation facilities or providers as stated in the Tour Contract documents.	1. 0%	2. 0%
⑧ Change in type of rooms, facilities, views of accommodation as stated in the Tour Contract documents.	1. 0%	2. 0%
⑨ Among the changes in items ① through ⑧ above, the matters included in the tour title as stated in the Tour Contract documents.	2. 5%	5. 0%

Note 1) "Before the trip" means by the change which is notified to the customer by a day before the departure, and "After the departure" means by the change which is notified to the customer after the day of departure.

Note 2) When the confirmation letter is issued, please note that the confirmation letter means just the same as the contract document, and this table applies as well. In that case, the change made between the contract document and confirmation letter, and the change made between the confirmation letter and the actual service during the trip will be considered as two different changes.

Note 3) In the case when the transportation facilities, which are associated with the change described in ③ or ④ of the above table, include the use of accommodation facilities, one night will be treated as one change.

Note 4) The change of cooperate name of the transportation facilities as indicated in ④ above will not apply to the case when the price of class or equipment is changed to higher standard.

Note 5) In the case when more than one of the changes as indicated ④, ⑦ or ⑧ exist for one boarding, etc. or one night, such changes in one boarding, etc. or one night will be treated as one change.

Note 6) The rate as indicated in ① to ⑧ above will not apply to the change indicated in ⑨ above.

**24. Liability of Clients**

(1) The client shall be liable to the Company for damage suffered arising from the client's willful misconduct, negligence, illegal conduct or conduct against public order and good manners, or breach of the Company's Terms and Conditions.

(2) Clients are required to make every effort to utilize information provided by the Company and to understand the details of the Tour Contract of the Agent-Organized Tour including the rights and obligations of clients to conclude the Agent- Organized Tour Contract.

(3) After the departure of the tour, if a client finds that the Tour Services provided are different from that specified in the contract documents, clients are required to report the discrepancy promptly at the local destination to the tour conductor, English-speaking guide, providers of Tour Services or the tour sales store where the application was made.

**25. Contract for Telecommunications**

(1) There are cases that the Company accept the tour applications from clients via "telephone, mail, facsimile, and other means of telecommunications" on conditions that the clients are the members of the credit card companies (hereinafter referred to as the "Members") in cooperation with the Company (hereinafter referred to as the "Partner Companies") and applying without signing the contract document (hereinafter referred to as "Contract for Telecommunications"). In this case, the payment of the contract will be fully done by credit cards. There are cases when we are not able to approve the customer's contract via cards at certain circumstances, such as when the credit card company is not in cooperation with the Company, for other job-related reasons. (Some of the entrusted travel companies may not be able to accept credit cards. The kinds of usable credit cards may also differ in each entrusted company. When the customer concludes the Tour Contract by signing the contract, the contract for telecommunications will not apply to such transaction.)

(2) The tour condition may differ from regular Agent-Organized Tour Contract when the contract is made by means of telecommunications. Please note the following.

(a) When applying a tour, please specify the "name of the tour," "the date of departure," "the name of the credit card," "card number," and "the valid date of the card."

(b) A Tour Contract requested not in person is put into effect, in the case of telephone booking, when the Company agrees to the client's booking. In the case of booking by postal mail, facsimile, or the other such means, the contract is put into effect when the Company sends to the client a notification stating that the Company accepts the Tour Contract.

(c) The date of card use on the contract for telecommunications will be the date when the Company or the Members shall fulfill the payment or refund of any fee such as tour fee based on the Tour Contract. More precisely, for client's payments, the date of use will be the same as the day when the Tour Contract is concluded. For cancellations, the date of use will be when the company accepts the request for cancellation.

**26. Others**

(1)The client shall bear the expenses when he/she asks a tour conductor for the personal requests or shopping, costs arising from his/her injury or illness, expenses incurred from the failure of collection of lost baggage or valuables left behind owing to personal negligence, as well as charges incurred by independent activities.

(2) The client shall accept all responsibility for decisions regarding individual purchases at souvenir shops even when the shops are introduced by the Company. The Company will not accept any exchange or return of products.

(3)Under no circumstances the Company shall re-conduct a tour.

(4) The Company holds responsibility within the bounds of the departure from the designated area to the arrival to the disperse area. These areas will be as listed on the contract documents. The way to the designated area from home and vice versa will not be included in the Company's responsibility within the Agent-Organized Tour Contract. If the customer needs a special transfer or place to stay in order to go to the designated area, we will be able to make the arrangement, however, this will be another trip contract.

(5) The customer will be able to receive the mileage services of the airline companies when joining the Company's tour in some cases. For information on the mileage services, please ask the airline companies directly. Please note that the Company will not take any responsibility stated in Paragraph 1 of Article 20 when the customer is not able to receive the mileage services due to the change of the airline.

(6) In case of accidents or any kind of emergency, please contact the emergency contact number written on the confirmation letter of the tour immediately.

**27. Tour Conditions, and the Standards of the Tour Fee.**

The tour conditions and the standards of fee will be stated on the pamphlets.

**28. Repayment Duties**

The Company is a member of JATA (Japan Association of Travel Agents). Customers who have made a contract with the Company basically holds claim to receive compensation for any credit which is not fulfilled to certain amount.

**29. Handling of Personal Information**

(1)The company and the entrusted travel companies (hereinafter referred collectively to as the "companies") will use the customer's personal information provided at the application for making contact with the customers. Besides that, the companies also provide the contact information such as names and addresses of the customers by electronic means and others to the transportation and accommodation institutions, insurance companies, and souvenir shops to the extent necessary to the following purposes: to make an arrangement of the service provided and for the procedures to receive of the services by transportation and accommodation facilities (major transportation and accommodation facilities are stated on the confirmation letter that is supposed to be sent by the date stated on the tour itinerary on the pamphlet and separate contract document.) for procedures of the insurance that secures the expenditures in a case of accident on the responsibility of the company due to the travel contract, and for the convenience of the shopping for souvenirs at souvenir shops at the destinations during the travel that the customers have applied. It will be assumed that that the customer has agreed to provide these personal data at the time of application.

(2)In addition, the companies may also use personal information of the customers for the following purposes: promoting the products or services of other companies that cooperate with the companies, notice of promotions, request for the questionnaire about the travel products and shops, provision of special services, and collecting statistics data.

(3)For more information on handling personal information, please kindly check our website (www.meitetsukankobus.co.jp) or at the store. Please be advised that the clients need to check the policies of the distributors on the handling of personal information.

\*This document is a translation of the Japanese original and provided only for your information. If there is any discrepancy between this translation and the Japanese original, the Japanese original shall prevail.