

## 募集型企画旅行契約の部

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### Chapter 1: General Provisions

#### Article 1: (Applicable Scope)

- i) Contracts related to solicited package tours entered into by our company and travellers (hereinafter referred to as "solicited package tour contracts") shall be governed by the provisions of these terms and conditions. Matters not stipulated in these terms and conditions shall be governed by laws or generally established customs.
- ii) Even if our company enters into special agreements in writing within the scope that does not violate laws and does not disadvantage the traveller, contrary to the provisions of the preceding clause, such special agreements shall take precedence.

#### Article 2: (Definition of Terms)

- i) In these terms and conditions, "solicited package tour" refers to a plan created by our company in advance for the recruitment of travellers, outlining the destination, schedule, transportation or accommodation services that travellers can receive, as well as the amount of travel expenses payable by travellers to our company, and executing the travel based on this plan.
- ii) In these terms and conditions, "domestic travel" refers to travel within this country only, while "overseas travel" refers to travel outside of this country.
- iii) In this section, "communication contract" refers to a solicited package tour contract concluded by means of communication such as telephone, mail, fax, internet, or other communication methods between our company or companies selling our solicited package tours on behalf of our company and card members of credit card companies affiliated with our company (hereinafter referred to as "affiliated companies"). This contract involves the rights or obligations related to travel expenses based on the solicited package tour contract held by our company, settled according to the card member agreement of the affiliated company, beyond the date when such rights or obligations should be fulfilled, with the traveller's prior consent. This contract relates to the payment of travel expenses as outlined in Article 12, Paragraph 2, the latter part of Article 16, Paragraph 1, and Article 19, Paragraph 2 of this solicited package tour contract.
- iv) In these terms and conditions, "card usage date" refers to the date on which the traveller or our company is obligated to fulfil payment or refund obligations related to travel expenses based on the solicited package tour contract.

#### Article 3: (Contents of Travel Contract)

- i) Our company undertakes the arrangement and management of itineraries to ensure that travellers, as per the solicited package tour contract, receive services related to transportation, accommodation provided by transportation/accommodation facilities, and other travel-related services (hereinafter referred to as "travel services") in accordance with the travel schedule determined by our company.

## **Article 4: (Arrangement Agents)**

i) In fulfilling the solicited package tour contract, our company may delegate all or part of the arrangements to other travel agencies within or outside Japan, individuals or entities conducting arrangements as a business, or other assisting parties.

## **Chapter 2: Contract Conclusion**

### **Article 5: (Application for Contract)**

i) Travelers intending to apply for a solicited package tour contract with our company must fill in the designated application form (hereinafter referred to as the "application form") with the specified details and submit it to our company along with the application fee separately determined by our company.

ii) Travelers intending to apply for a communication contract with our company, despite the provisions of the preceding clause, must notify our company of the name of the solicited package tour, the start date of the travel, membership number, and other details (hereinafter referred to as "membership number, etc.").

iii) The application fee from the first clause will be handled as part of the travel cost, cancellation fee, or penalty fee.

iv) Travelers requiring special consideration during participation in the solicited package tour must declare this at the time of application. In such cases, our company will accommodate this to the extent possible.

v) Costs incurred by our company for special measures taken for the traveller based on the declaration in the preceding clause shall be borne by the traveller.

### **Article 6: (Reservation via Telephone or Other Means)**

i) Our company accepts reservations for solicited package tour contracts via telephone, mail, fax, internet, or other means of communication. In this case, a contract is not concluded at the time of reservation. After our company notifies acceptance of the reservation, the traveller must, within the period specified by our company, submit the application form and application fee or notify the membership number, etc., in accordance with Article 5, paragraph 1 or 2.

ii) When the application form and application fee are submitted or the membership number, etc., is notified as per the preceding paragraph, the order of concluding the solicited package tour contract will be based on the order of acceptance of the respective reservations.

iii) If the traveller fails to submit the application fee within the period specified in paragraph 1 or does not notify the membership number, etc., our company will treat it as if there was no reservation.

### **Article 7: (Refusal to Conclude the Contract)**

i) Our company may refuse to conclude a solicited package tour contract in the following cases:

ii) When the prospective traveller does not meet the explicitly stated conditions for participating travellers, such as gender, age, qualifications, skills, or other criteria.

iii) When the number of applicants reaches the planned recruitment number.

- iv) When the traveller may cause inconvenience to other travellers or obstruct the smooth execution of group activities.
- v) When attempting to enter into a communication contract, and the traveller's credit card is invalid or unable to settle all or part of the obligations related to the travel cost according to the rules of the affiliated company's card member agreement.
- vi) When the traveller is recognized as a member of organized crime syndicates, related parties, or other antisocial forces.
- vii) When the traveller engages in violent demands, unjust demands, threatening or violent behaviour in relation to transactions, or similar acts toward our company.
- viii) When the traveller spreads rumours, uses deceit or coercion, or engages in acts damaging our company's credibility or interfering with our business.
- ix) When there are other operational reasons at our company's discretion.

#### **Article 8: (Timing of Contract Conclusion)**

- i) A solicited package tour contract is considered formed at the time when our company accepts the application and acknowledges receipt of the deposit as stipulated in Article 5, Section 1.
- ii) In the case of a communication contract, notwithstanding the provisions of the preceding section, the contract is considered formed when the notification of our company's acceptance reaches the traveller.

#### **Article 9: (Provision of Contract Documents)**

- i) Promptly following the conclusion of the contract as defined in the preceding article, our company shall provide the traveller with a written document (hereinafter referred to as the "contract document") containing details of the travel itinerary, the content of travel services, the travel cost, other travel conditions, and matters related to our company's liability.
- ii) The scope of travel services for which our company is obligated to make arrangements and manage the itinerary, pursuant to the solicited package tour contract, shall be as stated in the contract document referred to in the preceding section.

#### **Article 10: (Confirmation Document)**

- i) If the confirmed travel itinerary or the names of transportation or accommodation facilities cannot be specified in the contract document as per the preceding article, we will provide, in the said contract document, a limited list specifying the intended accommodation facilities and the names of transportation facilities significantly important for display. Subsequently, after the issuance of the contract document and until the date specified in the document, which is the day before the start of the trip (or seven days before the start of the trip in the case where the application for the solicited package tour contract is made after the day before the travel start date, counting back from the day before the travel start date), we will provide a document detailing the confirmed status of these arrangements (hereinafter referred to as the "confirmation document").
- ii) In the event of inquiries from travellers who wish to confirm the arrangements as described in the preceding section, even before the issuance of the confirmation document, we will promptly and appropriately respond to such inquiries.
- iii) Upon providing the confirmation document as per section 1, the scope of travel services for which we are obligated to make arrangements and manage the itinerary, as defined in the preceding Article 9 section 2, will

be specifically identified in the said confirmation document.

### **Article 11: (Utilization of Information and Communication Technology)**

- i) When seeking to enter into a solicited package tour contract, we will, with the prior consent of the traveller, provide the necessary information (referred to herein as "stated details") that should be included in the document, contract document, or confirmation document containing the travel itinerary, details of travel services, travel costs, other travel terms, and the company's responsibilities using methods involving information and communication technology, in place of physically providing the document to the traveller. We will confirm that the stated details have been recorded in a file within the communication device used by the traveller.
- ii) In cases where the file for recording the stated details within the traveller's communication device is not available, we will record the stated details in a file within our communication device (limited solely for the traveller's use), and then confirm that the traveller has accessed and reviewed the stated details.

### **Article 12: (Travel Costs)**

- i) The traveller must pay the travel costs, as specified in the contract document, to the company by the deadline indicated in the document, up until the commencement date of the trip.
- ii) In the case of a communication contract, the company will accept payment of the travel costs specified in the contract document via the affiliated company's card without the traveller's signature on the designated slip. Furthermore, the date of card usage shall be considered the date of contract establishment for the trip.

## **Chapter 3: Changes to the Contract.**

### **Article 13: (Modification of Contract)**

- i) If unavoidable situations such as natural disasters, civil disturbances, wars, interruptions in travel services provided by transportation or accommodation facilities, orders from government authorities, or other reasons beyond our control occur, affecting the safety and smooth execution of the trip, we may need to modify the details of the contract (hereinafter referred to as "contract details") to ensure the safe and smooth execution of the trip. In such cases, we will promptly explain to the travellers the reasons that are beyond our control and the causal relationship with these circumstances and provide details of the changes to the travel schedule and services. However, in emergencies, explanations may be provided after the modifications have been made if the situation demands immediate action.

### **Article 14: (Change in the Amount of Travel Costs)**

- i) In cases where the applicable fares or charges (hereinafter referred to in this article as "applicable fares or charges") applied to the transportation means used to conduct the organized travel vary significantly, exceeding the normally anticipated amount due to considerable changes in economic conditions or other factors from the point they were explicitly indicated during the recruitment of the organized travel as valid and announced, the Company may increase or decrease the amount of travel costs within the range of the said increase or decrease.

- ii) In the event that the Company increases the travel cost in accordance with the provisions of the preceding paragraph, the Company shall notify the traveller of such increase no later than fifteen days counting backward from the day before the start date of the travel.
- iii) When the Company reduces the applicable fares or charges as stipulated in paragraph 1, the Company shall decrease the amount of travel costs by the amount of such reduction as provided in the same paragraph.
- iv) In cases where there is an increase or decrease in the expenses required for the implementation of the travel due to changes in the contract content based on the provisions of the preceding article (including cancellation fees, default fees, or other expenses already paid or to be paid in the future for travel services that were not provided due to such changes in the contract content), the Company may change the amount of travel costs within the range of such changes in expenses.
- v) If the number of persons utilizing transportation means, accommodation, or other facilities differs and such differences are indicated in the contract document for the organized travel, the Company may change the amount of travel costs as stipulated in the document in the event of changes in the number of persons utilizing such facilities, irrespective of reasons attributable to the Company, after the conclusion of the organized travel contract.

#### **Article 15: (Replacement of Traveler)**

- i) A traveller who has concluded an organized travel contract with the Company may transfer their contractual position to a third party with the consent of the Company.
- ii) When a traveller seeks the consent as stipulated in the preceding paragraph, they must fill in the required details on the Company's designated form and submit it to the Company along with the prescribed fee.
- iii) The transfer of the contractual position as stipulated in paragraph 1 shall take effect upon the Company's consent thereafter. Subsequently, the third party who receives the transfer of the contractual position shall inherit all rights and obligations concerning the traveller's relevant organized travel contract.

### **Chapter 4: Termination of Contract**

#### **Article 16: (Right of Termination for Traveler)**

- i) A traveller may, at any time, terminate the organized travel contract by paying the cancellation fee as stipulated in Appendix 1 to the Company. In the case of terminating a communication contract, the Company will accept the payment of the cancellation fee through the affiliated company's card without the traveller's signature.
- ii) Notwithstanding the provisions of the preceding paragraph, a traveller may terminate the organized travel contract without paying the cancellation fee before the start of the trip in the following cases:
  - 1 When the contract details have been modified by the Company. However, this applies only to changes listed in the important items or other significant modifications as stated in Appendix 2.
  - 2 When the travel cost has increased based on the provisions of Article 14, paragraph 1.
  - 3 In cases where natural disasters, political upheavals, riots, discontinuation of travel services by transportation/accommodation providers, official orders, or other circumstances make it extremely impossible or highly likely that the travel will not be conducted safely and smoothly.

4 When the Company fails to provide the confirmed document by the deadline specified in Article 10, paragraph 1.

5 When, due to reasons attributable to the Company, the implementation of the trip according to the travel itinerary specified in the contract document becomes impossible.

iii) Even after the start of the trip, a traveller, without paying the cancellation fee, may terminate the part of the contract for which they cannot receive the specified travel services due to reasons not attributable to them or when informed by the Company.

iv) In the event described in the preceding paragraph, the Company shall refund the amount related to the portion of the travel services that cannot be received by the traveller from the travel cost. However, if the situation does not arise from reasons attributable to the Company, the refunded amount to the traveller will be calculated by deducting the cancellation fee, default fee, or other expenses that have been or are required to be paid for the respective travel services from the mentioned amount.

## **Chapter 4: Termination of Contract by the Company - Termination before the Start of the Trip**

### **Article 17: (Right of Termination by the Company)**

i) The Company may terminate the organized travel contract before the trip begins, providing reasons to the traveller in the following cases:

1 When it's found that the traveller does not meet the pre-specified conditions for gender, age, qualifications, skills, or other conditions for participating travellers.

2 When, due to illness, absence of necessary caregivers, or other reasons, it's acknowledged that the traveller cannot endure the journey.

3 When the traveller is deemed to cause inconvenience to other travellers or hinder the smooth implementation of group travel.

4 When the traveller demands a burden beyond a reasonable scope concerning the contract details.

5 When the number of travellers does not reach the minimum number specified in the contract document.

6 When essential conditions for the trip, such as necessary snowfall for ski trips, as expressly stated at the time of contract, are highly unlikely to be fulfilled.

7 When circumstances like natural disasters, political upheavals, riots, discontinuation of travel services by transportation/accommodation providers, official orders, or other reasons beyond the Company's control make it extremely likely or impossible to conduct the trip safely and smoothly as per the specified travel itinerary in the contract document.

8 When, in the case of a communication contract, the traveller's credit card becomes invalid, making it impossible for them to settle part or all of the obligation related to travel expenses according to the card membership agreement of the affiliated company.

9 When it's discovered that the traveller falls under any of the items from 7.5 to 7.9 of Article 7.

ii) If the traveller fails to pay the travel cost by the deadline specified in Article 12, paragraph 1, it will be considered that the traveller has terminated the organized travel contract from the day following the deadline. In this case, the traveller must pay a default fee equivalent to the cancellation fee specified in the preceding article to the Company.

iii) In attempting to terminate the organized travel contract due to the reasons listed in paragraph 1, item 5, the Company will notify the traveller of the trip's cancellation before the day preceding the trip's start date, counting thirteen days in the case of domestic travel (three days for day trips) and twenty-three days in the case of overseas travel (thirty-three days for trips starting during peak times as specified in Appendix 1).

#### **Article 18: (Company's Termination Right - Termination after the Start of the Trip)**

i) The Company may, even after the trip has started, explain reasons to the traveller and partially terminate the organized travel contract in the following cases:

- 1 When, due to illness, absence of necessary caregivers, or other reasons, it's acknowledged that the traveller cannot continue the trip.
- 2 When the traveller disrupts the discipline of group activities through defiance of Company instructions by guides or other designated personnel essential for the safe and smooth execution of the trip, or when the traveller assaults or threatens guides, other travellers, or accompanying personnel, thereby obstructing the safe and smooth execution of the trip.
- 3 When it's discovered that the traveller falls under any of the items from 7.5 to 7.7 of Article 7.
- 4 When circumstances like natural disasters, political upheavals, riots, discontinuation of travel services by transportation/accommodation providers, official orders, or other reasons beyond the Company's control make the continuation of the trip impossible.
- 5 If the Company terminates the organized travel contract based on the preceding clause, the contractual relationship between the Company and the traveller shall only be extinguished for the future. In this case, it shall be deemed that valid payment has been made for the Company's obligations regarding travel services already provided to the traveller.

ii) In the case mentioned above, the Company shall refund the traveller by deducting from the portion of the travel cost related to the travel services not yet received by the traveller, the amounts for cancellation fees, default charges, or any other expenses already paid or to be paid in relation to the services yet to be provided.

#### **Article 19: (Refund of Travel Cost)**

i) In cases where the travel cost has been reduced according to the provisions from Article 14, Clauses 3 to 5, or when the organized travel contract has been terminated according to the preceding three articles, if there arises an amount to be refunded to the traveller, the Company shall refund said amount to the traveller within seven days from the day following the termination in the case of pre-trip termination, or within thirty days from the day following the travel end date specified in the contract in the case of post-trip termination.

ii) In the event of a contractual agreement between the traveller and the Company via communication, and where the travel cost has been reduced according to the provisions from Article 14, Clauses 3 to 5, or when the communication contract has been terminated according to the preceding three articles, if an amount is to be refunded to the traveller, the Company shall refund said amount to the traveller in accordance with the affiliated company's card member regulations. In this case, the Company shall notify the traveller of the refundable amount within seven days from the day following the termination in the case of pre-trip termination, or within thirty days from the day following the travel end date specified in the contract in the case of post-trip termination, and the day of issuing said notification shall be considered as the card usage date.

iii) The provisions of the preceding two clauses shall not hinder the traveller or the Company from exercising the right to claim damages as stipulated in Article 27 or Article 30, Clause 1

## **Article 20: (Arrangements for Return Journey After Contract Termination)**

- i) In the event that the Company terminates the organized travel contract after the commencement of the trip according to Article 18, Clause 1, Items 1 or 4, the Company shall arrange necessary travel services for the traveller to return to the departure location upon the traveller's request.
- ii) In cases mentioned in the preceding clause, all expenses required for the return journey to the departure location shall be borne by the traveller.

## **Chapter 5: Group Contracts**

### **Article 21: (Group Contracts)**

- i) In cases where multiple travellers applying for an organized travel contract with the same itinerary simultaneously designate a responsible representative (hereinafter referred to as the "contracting party"), the provisions of this chapter shall apply to the conclusion of the organized travel contract.

### **Article 22: (Contracting Party)**

- i) Except in cases where a special agreement has been made, the Company shall consider the contracting party to possess full agency rights regarding the conclusion of organized travel contracts for the travellers comprising the group or organization (hereinafter referred to as "constituents"). All transactions concerning travel services related to the group or organization shall be conducted with the contracting party.
- ii) The contracting party must submit a list of constituents to the Company by the date specified by the Company.
- iii) The Company shall not be held responsible for any debts or obligations that the contracting party currently owes or may owe to the constituents concerning travel services related to the group or organization.
- iv) In cases where the contracting party does not accompany the group or organization, the Company shall consider the constituents previously appointed by the contracting party as the contracting party after the commencement of the trip.

## **Chapter 6: Itinerary Management**

### **Article 23: (Itinerary Management)**

- i) The Company shall endeavour to ensure the safe and smooth implementation of the traveller's journey and perform the following tasks for the travellers, except in cases where the Company has entered into a different special agreement with the travellers:
  - 1 Take necessary measures to ensure the provision of organized travel services according to the organized travel contract when it is recognized that the traveller may be unable to receive travel services during the trip.
  - 2 Arrange alternative services if it becomes unavoidable to modify the contract. In doing so, efforts shall be made to minimize changes to the itinerary and services provided, aligning the modified itinerary and services as closely as possible with the original ones.



#### **Article 24: (Company's Instructions)**

i) Travelers must comply with the Company's instructions for the safe and smooth execution of the journey while traveling in a group from the start to the end of the trip.

#### **Article 25: (Duties of Tour Conductors, etc.)**

i) Depending on the nature of the trip, the Company may have tour conductors or other personnel accompany the trip to carry out all or part of the tasks listed in Article 23 and other tasks deemed necessary by the Company in connection with the organized travel.

ii) The period during which tour conductors or other personnel engage in these duties shall primarily be from 8:00 AM to 8:00 PM.

#### **Article 26: (Protective Measures)**

i) If the Company recognizes that a traveller requires protection due to illness, injury, or other conditions during the trip, necessary measures may be taken. In this case, if it is not attributable to the Company's fault, the expenses incurred for such measures shall be borne by the traveller. The traveller must pay the designated expenses to the Company by the specified deadline using the Company's designated method.

### **Chapter 7: Responsibilities**

#### **Article 27: (Company's Responsibility)**

i) When the Company or its arranged agents ("arranged agents" hereafter) causes damage to the traveller intentionally or due to negligence during the fulfilment of an organized travel contract or delegated arrangements according to Article 4, the Company is responsible for compensating the incurred damages. However, this is applicable only if notified to the Company within two years from the day following the date of the damage occurrence.

ii) The Company does not bear responsibility for damages incurred by travellers due to reasons beyond the Company's or its arranged agents' control, such as natural disasters, wars, riots, cessation of travel services by transportation or accommodation facilities, official orders, or other causes, except for the cases in the previous clause.

iii) For damages concerning baggage as described in the first clause, irrespective of the clause's provisions, the Company compensates up to 150,000 yen per traveller, provided that notification to the Company is made within 14 days for domestic travel or 21 days for overseas travel from the day following the damage occurrence (except in cases of the Company's intentional or serious negligence).

#### **Article 28: (Special Compensation)**

i) Irrespective of whether the Company's responsibility arises from the previous article's first clause, the Company shall pay compensation and condolence money to the traveller, as specified in the separate Special Compensation Regulations, for certain damages to life, body, or baggage during participation in an organized travel, regardless of the Company's liability.

ii) In cases where the Company is liable under the first clause of the previous article, the compensation payable by the Company under this article for the mentioned damages shall be deemed as compensation in connection with the liability for damages to be paid by the Company.

iii) In cases as described in the previous clause, the Company's compensation payment obligation based on the first clause shall be reduced only to the extent equivalent to the damages compensation payable by the Company under Article 27, including the compensation considered as damages compensation based on the previous clause.

iv) For organized travels conducted by the Company for travellers during participation in additional travel services with a separate travel fee, it shall be considered a part of the main organized travel contract.

### **Article 29: (Itinerary Guarantee)**

i) In the event of significant changes in the contract details listed in separate Table 2 (excluding changes due to insufficient seating, rooms, or other facilities provided by transportation or accommodation facilities), the Company shall pay a change compensation amount calculated by multiplying the rate listed in the lower column of the same table by the travel fee from the day following the trip's end within 30 days. However, this does not apply if it's clear that the Company is liable under Article 27's first clause due to the change.

## **Chapter 8: Settlement Business Security Deposit**

### **Article 31: (Settlement Business Security Deposit)**

i) The Company is a guarantor member of the Japan Association of Travel Agents (3-3-3 Kasumigaseki, Chiyoda-ku, Tokyo).

ii) Travelers or organizers who have entered into organized travel contracts with the Company can receive payment from the aforementioned Japan Association of Travel Agents' deposited settlement business security deposit up to 14 million yen concerning the rights arising from their transactions until the aforementioned amount.

iii) As per the Travel Agency Law Article 49 Paragraph 1, the Company has deposited a portion of the settlement business security deposit to the Japan Association of Travel Agents and has not deposited a business guarantee deposit under Article 7 Paragraph 1 of the same law.

## Table 1 - Cancellation Fees (Related to Article 16, Clause 1)

### — Cancellation fees for domestic travel

Category	Cancellation fee
a. Subscription Type Organized Tour Contract excluding the following column b	
(1) In cases where the Contract is cancelled on or after the 20th day (the 10th day in the case of a day trip) from the day immediately preceding the starting day of the Tour (except in the following cases from (2) through (5)).	Up to 20% of the Tour Price
(2) In cases where the Contract is cancelled on or after the 7th day from the day immediately preceding the starting day of the Tour (except in the following cases from (3) through (5)).	Up to 30% of the Tour Price
(3) In cases where the Contract is cancelled on the day immediately before the starting day of the Tour.	Up to 40% of the Tour Price
(4) In cases where the Contract is cancelled on the starting day of the Tour (except in the following case (5)).	Up to 50% of the Tour Price
(5) In cases where the Contract is cancelled after the start of the Tour or the traveler does not participate in the Tour without notice (no show).	Up to 100% of the Tour Price
b. Subscription Type Organized Tour Contract with the use of a chartered vessel	Based on the rules of the cancellation fee for the said vessel
<p>Note: ① The amount of the cancellation fee shall be specified in the Contract Document.</p> <p>② In applying this Schedule, "After the Start of the Tour" refers to after "The time when the traveler starts receiving the service" stipulated in Article 2, paragraph 3 of the Rules of Special Indemnity as attached hereto.</p>	

### Complaint Submission

If the traveller cannot resolve a complaint related to travel services with our company directly, they can request assistance for resolution from the following association:

Name: Japan Association of Travel Agents (JATA)

Address: 3-3-3 Kasumigaseki, Chiyoda-ku, Tokyo

Phone: 03-3592-1266

Ehime Shimbun Travel Co., Ltd.

Japan Association of Travel Agents (JATA) Member

Registered Travel Agency by the Commissioner of the Japan Tourism Agency, Registration No. 1819

Administrator: Toshiki Takahashi

Address: 1-12-1 Otemachi, Matsuyama City, Ehime Prefecture, 790-8511

Phone: 089-933-3564

FAX: 089-934-9276"