

Public Notice No. 1593 by the Ministry of Land, Infrastructure and Transport

This is an official announcement of the following revision concerning all terms and conditions of the standard form travel agent contract (Public Notice No. 790 by the Ministry of Transport dated December 19, 7th Year of Heisei - 1995) as stipulated in Article 12 -3 of the Travel Agency Law (Law No. 239 of 27th Year of Showa - 1952)

December 16, 16th Year of Heisei - 2004

Kazuo Kitagawa, Minister of Land, Infrastructure and Transport

## Standard Form Travel Agent Contract

### (General Terms and Conditions)

#### - Subscription Type Package Tour Contract Section -

#### Chapter 1 - General Provisions

##### Article 1. - Scope of Application

01.01. The Contract of our Company (hereinafter to be referred to as "We," "Us," or "Our" as the case may be) concerning the Subscription Type Package Tour (hereinafter referred to as the "Package Tour") to be concluded with the Traveler, shall be based on this Contract under the following terms and conditions. In the case that any matter not stipulated in this Contract arises, ordinance or generally established practice shall be applied.

01.02. In cases where we conclude a Special Contract with the Traveler in writing, neither in violation of the relevant law, nor harming the interests of the Traveler, such a Special Contract shall be given priority, notwithstanding the provision of the preceding Paragraph 01.01.

##### Article 2 - Definition of Terminology

02.01. The " Package Tour" shall mean, in this Contract, such Tours as those for which we prepare beforehand, travel plans including itineraries, destinations, forms of

transport and contents of accommodation service to be offered to Travelers, as well as the amount of the Tour Price payable to us by the Traveler, which shall be implemented as planned.

02.02. In this Contract, the "Inland Trip" shall refer to trips planned with travel within Japan only, and the "Overseas Trip" shall mean those trips other than inland trips.

02.03. In this Section, the "Communication Contract" shall refer to the Package Tour Contract, concluded for our Package Tour with the card member of our Company, or the credit card company (hereinafter referred to as the "Affiliated Company") affiliated with the company marketing the Package Tour on our behalf, by subscription through telephone, mail, facsimile, or other means of communication. This is subject to receiving prior consent from the Traveler, regarding settlement of the credit obligation or liability held by us, such as the Tour Price, etc., under the Package Tour Contract, on and after the due date of such obligation or liability according to card membership rules as provided separately by the Affiliated Company. This is also subject to payment of the Tour Price, etc. payable under the aforementioned Package Tour Contract, as specified by the method in 12.02, the latter Paragraph of 16.01, and 19.02 hereunder.

02.04. In this Section, the "Electronically Consented Notice" shall refer to the notice issued in acceptance of the subscription for the Contract. The issuance is conducted by means of transmission, through methods utilizing information-communication technologies, via telecommunication lines connecting the computer, facsimile, telex or telephone (hereinafter referred to as the "Electronic Computer, etc."), as used by us, or the company marketing the Package Tour on our behalf, with the Electronic Computer, etc. used by the Traveler.

02.05. In this Contract, the "Date Card Used" shall refer to the date when the Traveler or our Company becomes obligated to pay the Tour Price, etc. or when refundable liability is implemented under the Package Tour Contract.

### Article 3. - Contents of Tour Contract

03.01. We undertake the organization of arrangements and administration of itineraries under the Package Tour Contract, such that the Traveler may be provided with transport, transport and accommodation as offered by accommodation facilities, and

other services concerning the Tour (hereinafter referred to as the "Tour Service").

Article 4. - Business Agent

04.01. We reserve the right to engage other travel agents, professional organizers and arrangers, or other helpers in or outside Japan, in having them make arrangements in whole, or in part on our behalf, for the execution of the Package Tour Contract.

Chapter 2 - Conclusion of Contract

Article 5. - Subscription for the Tour Contract (In Case the Travel Agent Does Not Fall Under Category III)

05.01. A Traveler who wishes to subscribe for our Package Tour Contract shall fill in the necessary information on the Application Form as designated by us (hereinafter referred to as the "Application Form"), and shall submit it to us together with the required Application Fee as specified separately by us.

05.02. Notwithstanding provision of preceding Paragraph 05.01, the Traveler who wishes to subscribe for our Communication Contract, shall notify us of the name of the desired Package Tour, the start date of the Tour, the aforementioned Traveler's membership number and other information as required (hereinafter in the subsequent Articles referred to as the "Membership Number, etc.").

05.03. The Application Fee as specified in 05.01 above, shall be treated as part of the Tour Price, may be subject to forfeiture in the case of cancellation, or may be used as a penalty charge .

05.04. In cases where the Traveler participating in the Package Tour requires special attention, the aforementioned Traveler shall mention such a request to us at the time of application for the Contract. We shall attempt to accommodate such requests as far as possible.

05.05. Expenses incurred as a result of special arrangements made at the request of the Traveler, under preceding Paragraph 05.04, shall be borne by the Traveler themselves.

Article 5. - Subscription for Tour Contract (In the Case of a Category III Travel Agent)

05.01. A Traveler who wishes to subscribe for our Package Tour Contract shall fill in the necessary information on the Application Form as designated by us (hereinafter referred to as the "Application Form"), and shall submit it to us together with the required Application Fee payable in the amount specified separately by us within the limit of 20% or less of the Tour Price.

05.02. Notwithstanding the provision of the preceding Paragraph 05.01, the Traveler who wishes to subscribe for our Communication Contract, shall notify us of the name of the desired Package Tour, the start date of the Tour, the aforementioned Traveler's membership number and other information as required (hereinafter referred to as the "Membership Number, etc.").

05.03. The Application Fee specified in 05.01 above shall be treated and used as part of the Tour Price, cancellation fee or penalty charge as required.

05.04. In cases where the Traveler participating in the Package Tour requires special attention, the aforementioned Traveler shall mention such a request to us at the time of application for the Contract. We shall attempt to accommodate such requests as far as possible.

05.05. Expenses incurred as a result of special arrangements made at the request of the Traveler, under the preceding Paragraph 05.04, shall be borne by the Traveler.

Article 6. - Subscription by Telephone, etc.

06.01. Subscriptions for the Package Tour Contract are accepted by means of telephone, mail, facsimile and other means of communications. In such cases, the Contract is not concluded at the time of subscription, and the Traveler for the aforementioned Tour shall submit an Application Form and Application Fee, or notify us of his or her Membership Number, etc. within the period as designated by us, in accordance with the provision of 05.01 or 05.02 of preceding Article 5, after we have notified said Traveler of our acceptance of his or her subscription,

06.02. Upon the submission of the Application Form and Application Fee as specified in preceding Paragraph 06.01, or when we have been notified of the Traveler's Membership Number, etc., the order in which we conclude the Package Tour Contract with the aforementioned Traveler shall be in the same order that we received said subscription, with regards to other similar subscriptions.

06.03. In cases where the Traveler fails to submit the Application Fee, or to notify us of his or her Membership Number, etc. within the period specified in 06.01 above, we shall consider such a subscription as not having been received and treat it accordingly.

#### Article 7. - Rejection of Contract Conclusion

07.01. The following are cases upon which we reserve the right to decline the conclusion the Package Tour Contract.

(1) In cases where the age, sex, qualifications, skills and/or other conditions of the Traveler in question do not meet such conditions as specified by us in advance, as required of Travelers participating in the Tour.

(2) In cases where the number of Travelers subscribing for the Tour has already reached the maximum number of participants as scheduled for the Tour.

(3) In cases where the Traveler in question subscribing for the Tour is likely to create a nuisance for other Travelers or hinder smooth implementation of the Tour as a group.

(4) In cases where there is any inconvenience experienced on our side related to our business, as stemming from the actions of the Traveler in question during the subscription process.

(5) In cases where the Communication Contract is about to be concluded, and the Traveler is unable to settle in whole or in part, the liability related to his or her Tour Price, etc. as stipulated in the card membership rules of the Affiliated Company. Such reasons may be due to, but not limited to, the credit card as held by the Traveler in question, being found to be invalid.

#### Article 8. - Time that the Tour Contract is deemed Concluded

08.01. The Package Tour Contract shall be deemed to be concluded, when we have accepted the conclusion of the Contract, and have received the Application Fee as specified in 05.01.

08.02. Notwithstanding the provision of preceding Paragraph 08.01, the Communication Contract shall be considered concluded when we send a notice to the effect of communicating our acceptance of the conclusion of the Contract. An electronic notice of acceptance as sent by us is exception to this, in which case the aforementioned Contract shall be deemed to be concluded when said electronic notice reaches the Traveler.

Article 9. - Delivery of Contract Document

09.01. We shall promptly deliver to the Traveler, a document (hereinafter referred to as the "Contract Document") detailing the itinerary, contents of Tour Service, Tour Prices, and other conditions of the Tour, as well as matters concerning our responsibility with regards to the Tour, after the Tour Contract has been concluded as defined in preceding Article 8.

09.02. The scope of the Tour Service involving our responsibility in making arrangements and administering itineraries under the Package Tour Contract, shall be based on details stated in the Contract Document, as specified in preceding Paragraph 09.01.

Article 10. - The Determinate Document

10.01. In cases where it is not possible to state the determinate itinerary, or the names of transport and/or accommodation facilities in the Contract Document as specified in preceding Article 09.01., we shall list, on a limited basis, the names of facilities scheduled for accommodation and the name of intended transport facilities on the Contract Document. Further to delivering such a Contract Document, we shall also deliver a document with descriptions of determinate conditions (hereinafter referred to as the "Determinate Document") on or before the date as specified in said Contract Document, but no later than the day immediately preceding the starting date of the Tour (or the starting date of the Tour, in cases where subscriptions for the Package Tour

Contract are made during the 7-day period leading up to the start date of the tour) .

10.02. With respect to preceding Paragraph 10.01., in cases where an enquiry is received from a Traveler who wishes to confirm the condition of arrangements, we shall respond promptly and properly to such an enquiry, even prior to the delivery of the Determinate Document to said Traveler.

10.03. In cases where the Determinate Document has been delivered as specified in 10.01., the scope of the Tour Service involving our responsibility to arrange and administer the itinerary, shall be limited to the scope as described in said Determinate Document.

Article 11. - Method of Utilizing Telecommunication Technology

11.01. Assuming prior consent of the Traveler has been obtained; when said Traveler has been provided with details such as the itinerary, contents of the Tour Service, the Tour Price, other conditions of the Tour, and our responsibility (hereinafter referred to in this Article as the "Described Details"), to be stated in the document, the Contract Document, or the Determinate Document, at such a time when he or she is about to conclude the Package Tour Contract, and said provision is by means of utilizing telecommunications technology, instead of physically delivering the aforementioned document(s) to said Traveler, we shall confirm that the Described Details have been recorded on a file as equipped in and as capable of communications equipment and as used by the Traveler (confined to the use of said Traveler) and have been viewed by said Traveler.

11.02. With respect to preceding Paragraph 11.01., when the communications equipment used by the aforementioned Traveler is not equipped with and/or not capable of the function of recording the Described Details, we shall record the Described Details on a file (for exclusive use of the said Traveler) as equipped in and as capable of communications equipment used by us, and confirm that said Traveler has viewed the Described Details.

Article 12. - Tour Price (In Case the Travel Agent Does Not Fall Under Category III)

12.01. The Traveler shall pay to us, the amount of the Tour Price as specified in the Contract Document, on or before the date specified in the Contract Document, and prior to the starting date of the Tour.

12.02. Upon conclusion of the Communication Contract, we shall receive payment of the amount of the Tour Price as specified in the Contract Document by the credit card of our Affiliated Company, and without the need to obtain the Traveler's signature on the designated voucher. In this case, the date of card used shall be considered as the date that the Tour Contract is concluded.

Article 12. - Tour Price (In the Case of a Category III Travel Agent)

12.01. The Traveler shall pay to us the Tour Price as specified in the Contract Document on or before the date specified in the Contract Document after the start date of the Tour. Please note that we will not accept receipt of the Tour Price prior to the start of the Tour except for the Application Fee.

12.02. Upon conclusion of the Communication Contract, we shall receive payment of the Tour Price, in the amount specified in the Contract Document, by the credit card of our Affiliated Company without the need to obtain the Traveler's signature on the designated voucher. In this case, the Use Date of the aforementioned card shall be considered, as for the Application Fee, as the date that the Tour Contract is concluded, and, as for the Tour Price excluding the Application Fee, as the date described in the Contract Document after the start date of the Tour.

Chapter 3 - Alteration of the Contract

Article 13. - Alteration of Contract Contents

13.01. In cases where unusual and unforeseen circumstances arise due to reasons beyond our control, including, but not limited to acts of God/providence, acts of war, civil commotion, suspension and/or closure of Tour Services such as transport and accommodation facilities, exercises and/or orders from government and other public agencies, the need to use transport services not based on our original transport plan, and such circumstances affect the safe and smooth implementation of the Tour, we may be required to change the itinerary contents of the Tour Service, and other contents of



the Package Tour Contract (hereinafter referred to as the "Contract Contents") by promptly informing and/or explaining to the Traveler beforehand, reasons for the nature of such circumstances being beyond our control, and the correlation between such circumstances and subsequent changes. This shall be the case except at the time of an emergency, where the Traveler is informed and/or receives an appropriate explanation after such changes have been made.

#### Article 14. - Alteration of Tour Price

14.01. In cases where the transport fare and charge applicable to the transport facilities being used for the implementation of the Package Tour (hereinafter in this Article referred to as the "Applicable Fare and Charge") are increased or reduced considerably beyond price levels as normally assumed, due to significant changes to economic and/or other conditions, compared with the Applicable Fare and Charge specified at the time when the Package Tour was originally offered, we shall be permitted to increase or reduce the amount of the Tour Price within the range of the amount so increased or reduced.

14.02. In cases where we increase the Tour Price as provided for in preceding Paragraph 14.01., we shall inform the Traveler to that effect no later than the 15th day prior to the starting date of the Tour.

14.03. In cases where the Applicable Fare and Charge are reduced as provided for in 14.01., we shall lower the Tour Price by the amount so reduced in accordance with the provision of said Paragraph.

14.04. In cases where changes in the contents of the Tour Contract, according to the provision of preceding Article 13, result in any increase or decrease to accrue in the expenses required for the implementation of the Tour (including cancellation charges for the Tour Service not received due to changes in the contents of said Contract, penalties and/or other prepaid or payable expenses), we reserve the right to make changes to the amount of the Tour Price, within the range of the amount increased or reduced when such Contract Contents are changed (except when such a change is the result of a lack of vacancies in the transport and accommodation facilities, or rooms and other facilities, despite the relevant Tour Service and seats/places as provided by the transport and accommodation facilities) .

14.05. When the number of people participating in the Tour changes due to reasons not attributed to us after the conclusion of the Package Tour Contract, in cases where we have stated in the Contract Document that the Tour Price varies with the number of people utilizing the transport and accommodation facilities, we reserve the right to change the amount of the Tour Price as described in the Contract Document.

#### Article 15. (Change of Traveler )

15.01. A Traveler who has concluded a Package Tour Contract with us, may assign his/her status under said Contract to a third party, subject to our consent.

15.02. In cases where the Traveler wishes to obtain our consent as provided for in preceding paragraph 15.01, said Traveler shall fill in the necessary information on a form as designated by us, and submit it with the handling fee of a designated amount, to us.

15.03. The assignment of said status under the Contract, as provided for in 15.01., shall take effect when approved by us. After such approval, the third party who has acquired such status under the Tour Contract, shall inherit all rights and obligations concerning said Package Tour Contract as originally concluded by the Traveler.

### Chapter 4 - Cancellation of the Contract

#### Article 16. - The Traveler's rights in canceling the Contract

16.01. The Traveler may, at any time, cancel the Package Tour Contract by paying to us the cancellation fee as specified in Schedule I. In cases where said Traveler wishes to cancel the

Communication Contract, we shall accept and process payment of the cancellation fee by using the card of our Affiliated Company without obtaining said Traveler's signature on the designated voucher.

16.02. The Traveler may cancel the Package Tour, in the following instances without having to pay the cancellation fee before the start of the Tour, notwithstanding the provision of preceding Paragraph 16.01.

(1) In cases where the Contract Contents are changed by us. This is, however, limited only to those cases resulting from such changes as those listed in the left column of Schedule II and other important changes.

(2) In cases where the Tour Price is increased under the provision of 14.01.

(3) In cases where unusual and unforeseen circumstances arise due to reasons beyond our control, including, but not limited to acts of God/providence, acts of war, civil commotion, suspension and/or closure of Tour Services such as transport and accommodation facilities, exercises and/or orders from government and other public agencies, and other such circumstances that affect the safe and smooth implementation of the Tour, or that have increased the potential of disabling the tour to an extreme extent.

(4) In cases where we fail to deliver the Determinate Document to the Traveler on or prior to the date specified in 10.01.

(5) In cases where the implementation of the Tour is prevented/precluded as scheduled according to the itinerary described in the Contract Document, as a result of causes attributed to us.

16.03. When the Traveler is unable to receive the Tour Service as described in the Contract Document after the start of the Tour, due to causes not attributed to him/her, or when we inform him/her to this effect, said Traveler may cancel the Contract for that portion of the Tour Service which he/she is unable to receive, without paying the cancellation fee, notwithstanding the provision of 16.01.

16.04. In the case of preceding Paragraph 16.03, we shall refund to the Traveler: the portion of the Tour Price as represented by the portion of the Tour Service which has become unavailable. However, when the afore-mentioned case is not due to causes attributed to us; we shall refund to said Traveler: the afore-mentioned amount, after deduction of the cancellation fee, and after the application of any penalties and/or other amounts already paid, or related to expenses payable from such a time, for said Tour Service.

Article 17. - Our Right to Cancel the Contract - Cancellation before the Start of the Tour

17.01. We reserve the right to cancel the Package Tour Contract before the start of the Tour by explaining to the Traveler about the reason for the cancellation, in the following instances.

(1) In cases where it becomes known that the Traveler does not meet the conditions required of Tour participants, such as age, sex, qualifications, skills, etc., as specified by us beforehand.

(2) In cases where the Traveler is considered unable to participate in said Tour due to illness, the absence of a necessary aide/helper and/or other such causes.

(3) In cases where the Traveler is likely to create a nuisance for other Travelers and/or hinder smooth implementation of the Tour as a group.

(4) In cases where the Traveler requests extra burden in regards of the contents of the Contract beyond a reasonable extent.

(5) In cases where the number of Travelers participating in the Tour does not reach the minimum number of participants for the Tour as specified in the Contract Document.

(6) In cases where it is extremely likely that Tour conditions required for implementation of the Tour as described at the time of the conclusion of the Contract, such as the amount of snowfall necessary for a ski Tour, shall not come into being.

(7) In cases where unusual and unforeseen circumstances arise due to reasons beyond our control, including, but not limited to acts of God/providence, acts of war, civil commotion, suspension and/or closure of Tour Services such as transport and accommodation facilities, exercises and/or orders from government and other public agencies, and other such circumstances that affect the safe and smooth implementation of the Tour as scheduled according to the itinerary described in the Contract Document, or that have increased the potential of disabling the tour to an extreme extent.

(8) In cases where the Communication Contract has been concluded, and the Traveler is

unable to settle in whole or in part, the liability related to his or her Tour Price, etc. as stipulated in the card membership rules of the Affiliated Company. Such reasons may be due to, but not limited to, the credit card as held by the Traveler in question, being invalid.

17.02. In cases where the Traveler does not pay the Tour Price by the due date, as specified in the Contract Document as provided for in 12.01, the Traveler shall be considered to have cancelled the Package Tour Contract on the day immediately following the said due date. In such a case, said Traveler shall pay a penalty of the amount equal to the cancellation fee as specified in 16.01 to us.

17.03. In cases where we cancel the Package Tour Contract due to reasons as defined in 17.01. (5) , we shall inform Travelers participating in the Tour that said Tour is to be cancelled, no later than the 13th day prior to the starting date of the Tour in the case of inland Tours (no later than the 3rd day prior in the case of a day trip) and no later than the 23rd day prior (no later than the 33rd day prior to the starting date of the Tour, should such a date fall within the \*Peak Season as defined in Schedule D) to the starting date of the Tour otherwise.

Article 18. - Our Right to Cancel the contract - Cancellation after the beginning of the Tour

18.01. We reserve the right to cancel part of the Package Tour Contract, in the following instances, even after the start of the Tour, by explaining to the Traveler about the reason for the cancellation.

(1) In cases where the Traveler is considered unable to continue said Tour due to the absence of a necessary aide/helper and/or other such causes.

(2) In cases where the Traveler infringes on the safe and smooth implementation of said Tour by not following instructions as given by our Tour Escort and/or other staff for the safe and/or smooth implementation of the Tour, or by disrupting the disciplinary order of group activities by physically assaulting and/or threatening said staff or other Travelers.

(3) In cases where unusual and unforeseen circumstances arise due to reasons beyond

our control, including, but not limited to acts of God/providence, acts of war, civil commotion, suspension and/or closure of Tour Services such as transport and accommodation facilities, exercises and/or orders from government and other public agencies, and other such circumstances that affect the safe and smooth implementation of the Tour.

18.02. In cases where we cancel the Package Tour Contract under the provision of preceding Paragraph 18.01, the contractual relationship between our Company and the Traveler shall cease to exist from this point forth. In such a case, it shall be deemed that our liability related to the Tour Service already provided to the Traveler has effectively been redeemed.

18.03. In the case of preceding Paragraph 18.02, we shall refund to said Traveler: the afore-mentioned amount, after deduction of the cancellation fee, and after the application of any penalties and/or other amounts already paid, or related to expenses still payable from such a time, for said Tour Service, from the remaining amount for the portion of said Tour service which has yet to be offered to the Traveler.

#### Article 19. - Refund of Tour Price

19.01. In cases where a refund becomes due to the Traveler as a result of the Tour Price being reduced under provisions set forth from 14.03 through 14.05, or due to the cancellation of the Package Tour Contract under provision of preceding Articles 16 through 18, we shall refund to the Traveler, the amount by which the Tour Price is reduced. Such refunds shall be made within 7 days reckoned from the day immediately following the date of cancellation, in cases where the refund is due to cancellation prior to the start of the Tour. Otherwise, refunds shall be made within 30 days reckoned from the day immediately following the last day of the Tour as stated in the Contract Document, in cases where said refund is due to a reduction of the Tour Price, or if cancellation takes place after the start of the Tour.

19.02. In cases where the Communication Contract has been concluded with the Traveler, we shall pay a refund to the Traveler according to the card membership rules of the Affiliated Company, if a refund becomes due to him/her as a result of a reduction of the Tour Price, under provisions set forth from 14.03 through 14.05, or due to the cancellation of the Communication Contract under the provisions of preceding Articles

16 through 18. Such refunds shall be made within 7 days reckoned from the day immediately following the date of cancellation, in cases where the refund is due to cancellation prior to the start of the Tour. Otherwise, refunds shall be made within 30 days reckoned from the day immediately following the last day of the Tour as stated in the Contract Document, in cases where said refund is due to a reduction of the Tour Price, or if cancellation takes place after the start of the Tour. The day upon which we notify the Traveler shall be considered as the date of using the card.

19.03. Provisions of preceding Paragraphs, 19.01 and 19.02, shall not prevent the Traveler or our Company from exercising the right to claim compensation for damages suffered under provisions of Articles 27 or 30.01 hereto.

Article 20. - Arrangement for Return Trips after Cancellation of the Contract

20.01. In cases where we cancel the Package Tour Contract after the start of the Tour, under provisions of Articles 18.01 (1) or 18.03, we shall undertake to make arrangements for Tour Services as needed for the Traveler to return to the place of departure of said Tour at the request of the Traveler.

20.2. With reference to preceding Paragraph 20.01, all expenses required for such return trips to the place of departure shall be borne by the Traveler.

Chapter 5 - Contracts with Organizations and Groups

Article 21. - Contracts with Organizations and Groups

21.01. The provisions of this Chapter shall be applied to the conclusion of Package Tour Contracts, relevant to cases where subscriptions are received from two or more Travelers due to travel the same route at the same time, provided that each Traveler appoints a responsible representative (hereinafter referred to as the "Contract Representative").

Article 22. - Contract Representative

22.01. Unless a special contract is concluded, the Contract Representative shall be deemed the person holding all power of representation concerning the conclusion of the

Package Tour Contract, for Travelers who compose of his/her organization or group (hereinafter referred to as the "Constituent Member"). All transactions concerning Tour business related to said organization or group, shall be handled with said Contract Representative.

22.02. The Contract Representative is required to submit a list of the Constituent Members on or before the date as specified by us.

22.03. We shall not be held accountable for liabilities or obligations which the Contract Representative assumes on behalf of the Constituent Members, or liabilities or obligations which the Contract Representative is expected to assume in the future.

22.04. In cases where the Contract Representative does not accompany his/her organization or group during the Tour, one of the Constituent Members as appointed by the Contract Representative beforehand, shall be deemed by us to be the Contract Representative after the commencement of the Tour.

## Chapter 6 - Administration of Itinerary

### Article 23. - Administration of Itinerary

23.01. We shall make efforts to secure safe and smooth travel for the Traveler and carry out the following services for said Traveler, except where we have concluded a special contract with said Traveler which differs from the **following** provisions.

(1) To take necessary measures to ensure that said Traveler will receive such Tour Service as specified in the Package Tour Contract, in cases where it is feared that said Traveler may not be able to receive the afore-mentioned Tour Service during the Tour,

(2) To make arrangements for alternative services in cases where the alteration of the Tour Contract contents becomes unavoidable, despite the undertaking of measures as described in the preceding Paragraph. In cases where the Tour itinerary is to be changed, we shall make efforts to arrange for the alternative itinerary after the change measure up to the purport of the original Tour itinerary. In such a case, we shall also try to minimize alterations of the Contract Contents by making the Tour Service contents



after the change as close to the originally planned contents.

#### Article 24. Instructions by Our Company

24.01. The Traveler shall be required to follow the instructions of our Company while the Tour is conducted as a group during the Tour from start to finish. This is done for the safe and smooth implementation of the Tour.

#### Article 25. Services of Tour Escort, Etc.

25.01. We reserve the right to ask Tour Escorts or others to accompany the Tour, depending on the contents of said Tour, for the handling of services as described in respective Paragraphs from Article 23, in whole or in part, which we consider necessary in connection with said Package Tour.

25.02. The service hours for said Tour Escorts or others to engage in the services as described in the preceding Paragraph 25.01 shall, in principle, range from 8:00 to 20:00 hours.

#### Article 26. Protective Measures

26.01. We reserve the right to take measures as necessary in cases where we consider the Traveler to be in a Condition requiring attention and/or protection due to sickness and/or injury. In such a case, unless the cause of such a condition is not attributed to us, the expenditure required for the said measures shall be borne by said Traveler and shall be payable by the Traveler on or before the date as specified by us, by a method as designated by us. This shall apply unless the cause of said condition is attributed to our actions.

### Chapter 7 - Responsibility

#### Article 27. Responsibility of Our Company

27.01. We shall be accountable for the compensation of damages suffered by the Traveler intentionally or negligently by us, or by our agent who has been engaged by us to make arrangements on our behalf, under the provision of Article 4 (hereinafter

referred to as the "Business Agent"). Such compensation shall be limited to cases where notice has been given to us within two years from the day immediately following the day when such damages have been suffered.

27.02. In cases where the Traveler suffers damage due to unusual and unforeseen circumstances arising due to reasons beyond our control, including, but not limited to acts of God/providence, acts of war, civil commotion, suspension and/or closure of Tour Services such as transport and accommodation facilities, exercises and/or orders from government and other public agencies, and other such circumstances, we shall not be held liable for compensation, except in the case of preceding Paragraph 27.01.

27.03. With regards to damage caused to baggage as described in 27.01, notwithstanding the provision of said Paragraph, we shall compensate the Traveler to a maximum limit of ¥150,000 per Traveler (except in cases where the damage was caused by us intentionally, or was a direct result of our negligence/fault). Such compensation shall only apply provided we are notified of the damage, no later than 14 days after the day when such damage was suffered in the case of inland trips, and no later than 21 days after the day when such damage was suffered in the case of overseas trips.

#### Article 28. - Special Compensation

28.01. We shall pay compensation money and solatium of the amount as set beforehand respectively for certain damage caused to the life, body or baggage of a participating Traveler during the Package Tour, in accordance with the provision of the separate Rules of Special Compensation, regardless whether or not we are accountable for causing said damage.

28.02. In cases where we are accountable under the provision of preceding Article 27.01 for damage caused as described in preceding Paragraph 28.01, the compensation payable by us, within the limits of compensation payable based on said accountability, according to preceding Paragraph 28.01, shall be considered fair compensation for said damage

28.03. In such cases as provided for in preceding Paragraph 28.02, our responsibility to

pay the indemnity based on the provision of 28.01 shall be reduced by an amount equal to the compensation money payable by us, under the provision of preceding Article 27.01 (including the indemnity considered as compensation money according to the provision of preceding Paragraph 28.02).

28.04. Package Tours implement by our collection of a separate Tour Price, from a participating Traveler on our Package Tour shall be handled as part of the contents of the principal Package Tour.

Article 29. - Guarantee of Itinerary

29.01. In cases where a major alteration is made to the Tour Contents described in the left column of Schedule II (excluding alterations caused by the lack of vacancies in the transport and accommodation facilities, or rooms and other facilities, despite the relevant Tour Service and seats/places as provided by the transport and accommodation facilities and with the exception of alterations as described in the following instances), we shall pay compensation for such alterations in excess of the amount by multiplying the Tour Price by the percentage as specified in the right column of said Schedule. This shall be done no later than 30 days after the last day of the Tour, except in cases where it is clear that our accountability arises under provision of Article 27.01 regarding said alterations.

(1) Alterations due to the following causes:

(a) Acts of God/providence

(b) Acts/Maelstroms of war

(c) Civil commotion

(d) Exercises/Orders from government and other public agencies

(e) Suspension and/or closure of Tour Services such as transport and accommodation facilities

(f) The offer of transport services not originally included in the travel plan.

(g) Measures undertaken to ensure the safety of Tour Participants

(2) Alterations related to the cancelled portion of the Package Tour Contract based on provisions from Article 16 through Article 18.

29.02. The maximum amount of compensation payable by us for such alterations shall be the amount as calculated by multiplying the Tour Price per Traveler for one Package Tour by the percentage set by us in excess of 15%. However, in cases where the amount of compensation per Traveler falls below 1,000 yen, we shall not be obliged to pay compensation for the alteration.

29.03. In cases where it is clear that our accountability will arise concerning said alteration, based on the provision of Article 27.01, after we have paid compensation for the alteration in accordance with the provision of 29.01, the Traveler will be required to repay such compensation paid for said alteration. In such a case, based on the provision of the afore-mentioned Paragraph, we shall pay the balance by offsetting the amount of compensation payable by us, by the amount of compensation due to be repaid by the Traveler.

Article 30. - Accountability of the Traveler

30.01. In cases where we have suffered damage due to the direct intentions and/or fault of a Traveler, said Traveler shall be required to compensate us for the damage.

30.02. When the Traveler concludes the Package Tour Contract, the Traveler shall attempt to fully understand the contents of said Package Tour Contract, such as the right and obligations of the Traveler, etc., by utilizing information as provided by us.

30.03. For the Traveler to receive the Tour Service as planned and described in the Contract Document, after the Tour's start, the Traveler shall promptly inform us, or our business agent or the provider of said Tour Service at the Touring point, if and when the Traveler realizes that the Tour Service being offered differs from that as stated in the

Contract Document.

Chapter 8 - Business Guarantee Bonds  
(In cases involving Non-Security Members of the Association of Travel Agents)

Article 31. - Business Guarantee Bonds

31.01. The Traveler or Constituent Member ,who concludes the Package Tour Contract with us, is entitled to be reimbursed from Business Guarantee Bonds deposited by us, under the provision of Article 7.01 of the Travel Agency Law in conjunction with claims as arising from said transaction.

31.02. The name and location of the Deposit Office where the Business Guarantee Bonds have been deposited are as follows:

(1) Name:

(2) Location:

Chapter 8 - Compensation Business Guarantee Bonds  
(In cases involving Security Members of the Association of Travel Agents)

Article 31. - Compensation Business Guarantee Bonds

31.01. We hereby verify our status as a Security Member of the \_\_\_\_\_ (Name) Association of Travel Agents (located at \_\_\_\_\_ (Address) Tokyo) .

31.02. The Traveler or Constituent Member, who has concluded the Package Tour Contract with us, is entitled to be reimbursed from Compensation Business Guarantee Bonds as deposited by the \_\_\_\_\_ Association of Travel Agents as described in preceding Paragraph 31.01, up to the maximum amount of yen.

31.03. As we have paid our share of the Compensation Business Guarantee Bonds to the Association of Travel Agents, in accordance with the provision of the first Paragraph of Article 22-10 of the Travel Agency Law, we have not deposited the Business Guarantee Bonds based on the first Paragraph of Article 7 of the Travel Agency Law.

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Schedule I - Cancellation fees (related to Article 16.01)

1. Cancellation fees related to Inland Trips

Classification	Cancellation Fee
(1) Package Tour Contract excluding the following cases	
(a) In cases where the Contract is cancelled no earlier than 20 days (10 days in the case of a day trip) prior to the starting day of the Tour (except in the following cases from (b) through (e) ).	Up to 20% of the Tour Price
(b) In cases where the Contract is cancelled no earlier than 7 days prior to the starting day of the Tour (except in the following cases from (c) through (e)).	Up to 30% of the Tour Price
(c) In cases where the Contract is cancelled on the day before the starting day of the Tour.	Up to 40% of the Tour Price
(d) In cases where the Contract is cancelled on the starting day of the Tour.	Up to 50% of the Tour Price
(e) 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
(2) Package Tour Contract with the use of a Chartered Vessel	Based on the rules of the cancellation fee for said Vessel

Recital: The amount of the cancellation fee shall be clearly specified in the Contract Document.

2. Cancellation Fee related to Overseas Trips

Classification	Cancellation Fee
1. Package Tour Contract with the use of an Aircraft when leaving Japan or returning to Japan (excluding Tour Contracts specified in the next Paragraph)	
(a) In cases where the starting day of the Tour falls within the *Peak Season, and the Contract is cancelled no earlier than 40 days prior to the starting day of the Tour (except in the following cases from (b) through (d)).	Up to 10% of the Tour Price
(b) In cases where the Contract is cancelled no earlier than 30 days prior to the starting day of the Tour (except in the following cases from (c) through (d)).	Up to 20% of the Tour Price
(c) In cases where the Contract is cancelled no earlier than two days prior to the starting day of the Tour (except in the case described in (d) below).	Up to 50% of the Tour Price
(d) 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
2. Package Tour Contract with the use of a Chartered Aircraft	

(a) In cases where the Contract is cancelled no earlier than 90 days prior to the starting day of the Tour (except in the following cases from (b) through (d)).	Up to 20% of the Tour Price
(b) In cases where the Contract is cancelled no earlier than 30 days prior to the starting day of the Tour (except in the following cases from (c) through (d)).	Up to 50% of the Tour Price
(c) In cases where the Contract is cancelled no earlier than 20 days prior to the starting day of the Tour (except in the following case described in (d) below).	Up to 80% of the Tour Price
(d) In cases where the Contract is cancelled no earlier than 3 days prior to the starting day of the Tour or the Traveler does not participate in the Tour without notice (no show).	Up to 100% of the Tour Price
3. Package Tour Contract with the use of a Vessel when leaving Japan or returning to Japan	Based on the rules of the cancellation fee for said Vessel
*Note: The "Peak Season" shall mean the respective periods from December 20th through January 7th, from April 27th through May 6th, and from July 20th through August 31st of each year .	
Recital: The amount of the cancellation fee shall be clearly specified in the Contract Document.	

Schedule II - Monetary Compensation for Alterations (related to Article 29.01)

Alterations Requiring Payable Compensation	Percentage per Case (%)	
	Prior to the start of the Tour	After the start of the Tour
(1) Alterations of the starting or final days of the Tour described in the Contract Document	1.5	3.0



(2) Alterations of sightseeing locations or facilities (including restaurants) and other destinations of the Tour	1.0	2.0
(3) Alterations to the class or facilities of Transport Facilities to those of lower rates than those described in the Contract Document (but limited only to cases where the total charged amount for altering the said class and facilities falls below the total amount for that as specified in the Contract Document)	1.0	2.0
(4) Alterations in the class of the transport facilities or in the names of companies as specified in the Contract Document	1.0	2.0
(5) Alterations to different flights at the departure airport and/or destination airport in Japan from those as specified in the Contract Document.	1.0	2.0
(6) Alterations/additions of connecting or indirect flights as needed to supplement/replace direct flights scheduled to fly from Japan to outside of Japan according to the Contract Document	1.0	2.0
(7) Alterations to the type or name of accommodation facilities as specified in the Contract Document	1.0	2.0
(8) Alterations to the conditions of guest rooms as specified in the Contract Document, such as the type of guest rooms, facilities, scenery, etc.	2.5	5.0
(9) Alterations in the items as specified in the tour title of the Contract Document, among the alterations specified in each item listed from 1 through 8 above.		

Note 1. "Prior to the Start of the Tour" shall refer to cases where the Traveler has been notified of the relevant alteration, no later than the day prior to the starting day of the Tour, and

"After the Start of the Tour" shall refer to cases where the Traveler has been notified of the relevant alteration on or after the starting day of the Tour.

Note 2. When the Determinate Document has been delivered, this Schedule shall be applied after

the "Contract Document" is read as the "Determinate Document" instead. In such a case, if any alterations take place between the described contents of the Contract Document and the described contents of the Determinate Document, or between the described content of the Determinate Document and the contents of the service actually offered, respective alterations shall be treated as

a single case.

Note 3. In cases where transport facilities related to the alterations described in (3) or (4) above involve the use of accommodation facilities, each overnight stay shall be treated as a single case.

Note 4. Alterations in the names of the companies operating transport facilities under (4) Above, will not be applicable in cases where such alterations involve changes to a higher class or more sophisticated facilities.

Note 5. Even if the alterations described in (4) or (7) or (8) above take place in multiple cases during

one trip on a transport vehicle, or one overnight stay, each trip or overnight stay shall be treated as a single case respectively.

Note 6. With reference to the alterations described in (9) above, the percentages from (1) through (8) shall not be applied, but rather that of the percentage as listed under (9).

## - Order-Taking Type Customized Tour Contract Section

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### Chapter 1 - General Provisions

#### Article 1 - Scope of Application

01.01. The Contract of our Company (hereinafter to be referred to as "We," "Us," or "Our" as the case may be) concerning the Order-Taking Type Customized Tour (hereinafter referred to as "Customized Tour") to be concluded with the Traveler shall be based on this Contract under the following terms and conditions. In case there is any matter not stipulated in this Contract, ordinance or generally established practice shall be applied.

01.02. In the case that we conclude a Special Contract with the Traveler in writing without violating the relevant law or harming the interest of the Traveler, such a Special Contract shall be given priority, notwithstanding the provision of the preceding Paragraph 01.01.

#### Article 2 - Definition of Terminology

02.01. In this Contract, " Customized Tour" shall mean such Tours as those for which we prepare at the request of the Traveler travel plans including the destination and itinerary, type of transport and contents of accommodation service to be offered to the Traveler as well as the Tour Price payable to us by the Traveler and which shall be implemented as planned.

02.02. In this Contract, "Inland Trip" shall mean trips planned for travel within Japan only, and "Overseas Trip" shall mean those trips other than inland trips.

02.03. In this Section, "Communication Contract" shall mean the Customized Tour Contract, which is concluded with the card member of the credit card company affiliated with us (hereinafter referred to as the "Affiliated Company") by subscription through telephone, mail, facsimile, or other means of communication, subject to prior consent of

the Traveler regarding the settlement of the obligation or liability held by us, such as the Tour Price, etc., under the Customized Tour Contract, on or after the due date of such obligation or liability according to the separately provided card membership rules of the Affiliated Company and also subject to payment of the Tour Price, etc. payable under the said Customized Tour Contract by the methods specified in 12.02, the latter Paragraph of 16.01, and 19.02 hereunder.

02.04. In this Section, "Electronically Consented Notice" shall mean a notice issued in acceptance of the subscription for the Contract, and is conducted by means of transmission, among the methods utilizing information-communication technologies, via telecommunication lines connecting the computer, facsimile, telex or telephone (hereinafter referred to as the "Computer, etc."), used by us connected to the Computer, etc. used by the Traveler.

02.05. In this Contract, "Date Card Used" shall mean the date when the Traveler or our Company is obligated to pay the Tour Price, etc. or execute refundable liability under the Customized Tour Contract.

### Article 3 - Contents of Tour Contract

03.01. We undertake to make arrangements and administer the itinerary under the Customized Tour Contract so that the Traveler may be provided with transport, transport and accommodation which are offered by accommodation facilities, and other services concerning the Tour (hereinafter referred to as the "Tour Service"), according to the itinerary set by us.

### Article 4 - Business Agent

04.01. There are cases where we may engage other travel agents, professional arrangers or other helpers inside or outside Japan to make arrangements in whole or in part on our behalf for the execution of the Customized Tour Contract.

## Chapter 2 - Conclusion of the Tour Contract

### Article 5 - Delivery of the Customized Plan Document

05.01. Upon receipt of a request from the Traveler about to subscribe to us for the Customized Tour Contract, we will deliver to the Traveler, unless prevented due to business-related reasons, the document describing the contents of our Customized Travel Plan prepared at the request of the Traveler, such as the itinerary, contents of tour service, Tour Price, and other conditions concerning the travel to be undertaken.

05.02. There are cases where we will specify in the Customized Document of the preceding Paragraph the amount of our handling charge for the Customized Travel Plan (hereinafter to be referred to as the "Planning Charge") as a breakdown of the Tour Price.

#### Article 6 - Subscription for the Tour Contract

06.01. The Traveler who wishes to subscribe for our Customized Tour Contract concerning the contents of the Travel Plan described in the Plan Document of the preceding Article 05.01, will be required to fill in the necessary information on the Application Form designated by us (hereinafter referred to as the "Application Form") and submit it to us together with the Application Fee in the amount separately specified by us.

06.02. Notwithstanding the provision of the preceding Paragraph 06.01, the Traveler, who wishes to subscribe for our Communication Contract concerning the contents of the Travel Plan described in the Plan Document of the preceding Article 05.01, will be required to notify us of his/her membership number and other information.

06.03. The Application Fee specified in 06.01 above, shall be treated as part of the Tour Price (including the Planning Charge specified as a breakdown of the said Tour Price), or the Cancellation Charge or the Penalty.

06.04. In the case that the Traveler participating in the Customized Tour requires special attention, the said Traveler will be asked to mention such a request to us at the time of application for the Tour Contract. In this case we shall try to accommodate such a request as far as possible.

06.05. Any expenses incurred as a result of special arrangements made at the request of the Traveler under the preceding Paragraph 06.04 shall be borne by the said Traveler.

Article 7 - Rejection of the Conclusion of the Contract

07.01. There following are cases where we may decline to conclude the Customized Tour Contract:

(1) In the case that the Traveler subscribing for the Tour is likely to cause trouble to other Travelers or hinder smooth implementation of the Tour for the group.

(2) In the case that there is any inconvenience on our side which is related to our business.

(3) When the Communication Contract is about to be concluded, if the Traveler is unable to settle in part or in whole the liability related to his/her Tour Price, etc. as stipulated in the card membership rules of the Affiliated Company, due to such causes as the credit card held by the Traveler is found invalid.

Article 8 - Conclusion of the Tour Contract

08.01. The Customized Tour Contract shall be considered concluded when we have accepted the conclusion of the Contract and have received the Application Fee specified in 06.01.

08.02. Notwithstanding the provision of the preceding Paragraph 08.01, the Communication Contract shall be considered concluded when we send out a notice to the effect that we accept the conclusion of the Contract, except when an electronic notice of acceptance is sent out for the said Contract, in which case the Contract shall be considered concluded when the said electronic notice has reached the Traveler.

Article 9 - Delivery of Contract Document

09.01. We will deliver to the Traveler a document (hereinafter referred to as the "Contract Document") with details regarding the itinerary, contents of the Tour Service, Tour Price, and other conditions of the Tour as well as matters concerning our responsibility for the Tour, promptly after the Tour Contract has been concluded as defined in the preceding Article 8.

09.02. In cases where we have specified the amount of the Planning Charge in the Plan Document prepared as per 05.01, we shall also specify the said amount in the Contract Document of the preceding Clause 09.01.

09.03. The scope of the Tour Service involving our responsibility to make arrangements and administer the itinerary under the Customized Tour Contract shall be based on the description of the Contract Document of the preceding Paragraph 09.01.

#### Article 10 - Determinate Document

10.01. In the case that it is not possible to state the determinate itinerary or the names of transport or accommodation facilities in the Contract Document specified in the preceding Article 09.01., we shall list on a limited basis in the Contract Document the names of facilities scheduled for accommodation and the names of transport facilities important in the Travel Plan, and we shall deliver a document with descriptions of determinate conditions (hereinafter referred to as the "Determinate Document"), after we have delivered the said Contract Document on or before the date specified in the said Contract Document but no later than the day immediately preceding the starting date of the Tour (or the starting date of the Tour in cases where subscription for the Customized Tour Contract is made on and after the 7th day counted backward from the day immediately preceding the starting date).

10.02. In the case of the preceding Paragraph 10.01., when an inquiry is received from the Traveler who wishes to confirm the condition of arrangements, we shall respond promptly and properly to such an inquiry. even before the delivery of the Determinate Document to the said Traveler.

10.03. In the case that the Determinate Document has been delivered as specified in 10.01., the scope of the Tour Service involving our responsibility to arrange and administer the itinerary shall be limited to the scope described in the said Determinate Document.

#### Article 11 - Method of Utilizing Telecommunication Technology

11.01. When we have provided the Traveler, with his/her prior consent, with details to

be stated in the document, the Contract Document, or the Determinate Document, at the time when he/she is about to conclude the Customized Tour Contract, such as the itinerary, contents of the Tour Service, the Tour Price, other conditions of the Tour, and our responsibility (hereinafter in this Article referred to as the "Described Details"), by means of utilizing telecommunication technology instead of delivering the said document to the said Traveler, we shall confirm that the Described Details have been recorded on the file equipped in the communication equipment used by the Traveler.

11.02. In the case of the preceding Paragraph 11.01., when the communication equipment used by the said Traveler is not equipped with a file for recording the Described Details, we shall record the Described Details on the file (confined for exclusive use of the said Traveler) equipped in the communication equipment being used by us and confirm that the said Traveler has viewed the Described Details.

#### Article 12 - Tour Price

12.01. The Traveler will be required to pay to us the Tour Price for the amount specified in the Contract Document on or before the date described in the Contract Document prior to the starting date of the Tour.

12.02. When the Communication Contract has been concluded, we shall receive payment of the Tour Price in the amount specified in the Contract Document by the credit card of the Affiliated Company without obtaining the Traveler's signature on the designated voucher. In this case, the date the card is used shall be considered as the date the Tour Contract is concluded.

### Chapter 3 - Alteration of the Contract

#### Article 13 - Alteration of Contract Contents

13.01. The Traveler may request us to change the contents of the itinerary or tour service or other contents of the Customized Tour Contract (hereinafter to be referred to as the "Tour Contents"), in which case we shall try to accommodate such requests of the Traveler as far as possible.

13.02. In case there arise such causes beyond our control as act of providence,



maelstrom of war, civil commotion, suspension of Tour Services like transport and accommodation facilities, orders from government and other public agencies, transport service not based on our original transport plan, and other causes, and when it is considered unavoidable in order to effect the safe and smooth implementation of the Tour, we may be required to change the itinerary, contents of the Tour Service, and other contents of the Customized Tour Contract (hereinafter referred to as the "Contract Contents") by explaining promptly to the Traveler beforehand the reasons due to the uncontrollable nature of such causes and the correlation between such causes and subsequent changes, except at the time of emergencies, in which case, when unavoidable, we shall explain to the Traveler after the changes have been made.

#### Article 14 - Alteration of Tour Price

14.01. In case the transport fare and charge applicable to the transport facilities being used for the implementation of the Customized Tour (hereinafter in this Article referred to as the "Applicable Fare and Charge") are increased or reduced considerably beyond the level normally assumed, due to significant changes in economic and other conditions, compared with the Applicable Fare and Charge made public as effective rates at the time when the Plan Document for the Customized Tour was delivered, we shall be allowed to increase or reduce the amount of the Tour Price within the range of the amount thus increased or reduced.

14.02. In the case that we increase the Tour Price as provided in the preceding Paragraph 14.01., we shall inform the Traveler to that effect on or before the 15th day counted backward from the day immediately preceding the starting date of the Tour.

14.03. In the case that the Applicable Fare and Charge are reduced as provided in 14.01., we shall decrease the Tour Price by the amount thus reduced in accordance with the provision of the said Paragraph.

14.04. If any change in the contents of the Tour Contract according to the provisions of the preceding Article 13 causes any decrease or increase to accrue in the expense required for the implementation of the Tour (including the cancellation charge or penalty for the Tour Service unreceived due to the change in the contents of the said Contract, and/or other expenses already paid or payable from now), we may change the Tour Price within the range of the amount reduced or increased when the Contract

Contents are changed (except when such changes are caused by a lack of seats in the transport facilities or rooms in the accommodation or other facilities despite the relevant Tour Service provided by the transport and accommodation facilities).

14.05. When we have stated in the Contract Document that the Tour Price varies with the number of persons utilizing the transport and accommodation facilities, and when the number of persons participating in the Tour has been changed due to the causes not attributable to us after the conclusion of the Customized Tour Contract, there are cases where the amount of the Tour Price will be changed as described in the Contract Document.

#### Article 15 - Change of Traveler

15.01. The Traveler who has concluded the Customized Tour Contract may assign his/her status under the said Contract to a third party, subject to our consent.

15.02. In cases where the Traveler wishes to obtain our consent as provided in the preceding Paragraph 15.01, the said Traveler will be required to fill in the necessary information on the form designated by us and submit it to us together with the handling fee of the designated amount.

15.03. The assignment of the status under the Contract, as provided in 15.01., shall take effect when approved by us and the third party who has acquired the status under the Tour Contract. The third party shall hereafter inherit all the rights and obligations concerning the said Customized Tour Contract concluded by the Traveler.

### Chapter 4 - Cancellation of the Contract

#### Article 16 - Traveler's Right to Cancel the Contract

16.01. The Traveler may cancel at any time the Customized Tour Contract by paying to us the cancellation charge specified in Schedule I. In the case that the said Traveler wishes to cancel the Communication Contract, we shall accept payment of the cancellation charge by using the card of the Affiliated Company without obtaining the said Traveler's signature on the designated voucher.

16.02. The Traveler may cancel, in the following cases, the Customized Tour without paying the cancellation charge before the start of the Tour, notwithstanding the provision of the preceding Paragraph 16.01:

(1) When the Contract Contents have been changed by us, but limited to only such cases as the changes listed in the left column of Schedule II and other important changes.

(2) When the Tour Price has been increased under the provision of 14.01.

(3) When there arise such causes as act of providence, maelstrom of war, civil commotion, suspension of Tour Services like transport and accommodation facilities, orders from government and public agencies, and other causes, which have disabled the safe and smooth implementation of the Tour or have increased the potential of disabling the Tour to an extreme extent.

(4) When we have failed to deliver the Determinate Document to the Traveler on or before the date specified in 10.01.

(5) When the implementation of the Tour has been precluded as scheduled according to the itinerary described in the Contract Document due to causes attributable to us.

16.03. When the Traveler has been unable to receive the Tour Service as described in the Contract Document after the start of the Tour due to causes not attributable to him/her or when we have informed him/her to that effect, the said Traveler may cancel the Contract for that portion of the Tour Service that he/she has been unable to receive, without paying the cancellation charge, notwithstanding the provision of 16.01.

16.04. In the case of the preceding Paragraph 16.03, we shall refund to the Traveler the portion of the Tour Price related to the portion of the Tour Service that has become unavailable. However, when the preceding case is not due to a cause attributable to us, we shall pay a refund to the said Traveler after deducting from the said amount the cancellation charge, penalty and other amount already paid or the amount related to the expenses payable from now for the said Tour Service.

Article 17 - Our Right to Cancel the Contract - Cancellation before the Start of the Tour

17.01. There are cases as follows where we will cancel the Customized Tour Contract before the start of the Tour by explaining to the Traveler the reason for the cancellation:

(1) In cases where the Traveler is considered unbearable to participate in the said Tour due to illness, absence of a necessary helper or other causes.

(2) In cases where the Traveler is likely to cause trouble to other Travelers or interfere with the smooth implementation of the Tour as a group.

(3) In cases where the Traveler has requested extra burden with regards to the contents of the Contract beyond a reasonable range.

(4) In cases where it is extremely likely that the Tour conditions required for implementation of the Tour as described at the time of the conclusion of the Contract, such as the amount of snowfall necessary for a ski Tour, may disable the tour.

(5) In cases where there arise such causes beyond our control as act of providence, maelstrom of war, civil commotion, suspension of Tour Services like transport and accommodation facilities, orders from government and public agencies, and other causes, which disable the safe and smooth implementation of the Tour as scheduled according to the itinerary described in the Contract Document, or which are extremely likely to disable the Tour.

(6) When the Communication Contract is concluded, in the case that the Traveler becomes unable to settle in part or in whole his/her liability relating to the Tour Price, etc. as provided in the card membership rules of the Affiliated Company due to such causes as the credit card held by the Traveler becomes invalid.

17.02. In the case that the Traveler does not pay the Tour Price by the due date specified in the Contract Document as provided in 12.01, the Traveler will be considered to have cancelled the Customized Tour Contract on the day immediately following the said due date. In this case, the said Traveler will be required to pay a penalty of the amount equal to the cancellation charge specified in 16.01.

Article 18 - Our Right to Cancel - Cancellation after the Start of the Tour

18.01. There are cases as follows where we may cancel part of the Customized Tour Contract even after the start of the Tour by explaining to the Traveler about the reason for the cancellation:

(1) In cases where the Traveler is unbearable to continue the Tour due to the absence of a necessary helper or other causes.

(2) In cases where the Traveler interferes with the safe and smooth implementation of the said Tour by not following the instructions given by our Tour Escort or other staff to implement the Tour safely and smoothly or disrupting the disciplinary order of the group activity by physically assaulting or threatening the said staff or other Travelers.

(3) In cases where there arise such causes beyond our control as act of providence, maelstrom of war, civil commotion, suspension of Tour Services like transport and accommodation facilities, orders from government and public agencies, and other causes, which have disabled the safe and smooth implementation of the Tour.

18.02. In the case that we have cancelled the Customized Tour Contract under the provision of the preceding Paragraph 18.01, the Contractual relationship between our Company and the Traveler ceases to exist only to the future. In this case, it will be considered that our liability related to the Tour Service already provided to the Traveler has been redeemed effectively.

18.03. In the case of the preceding Paragraph 18.02, we shall refund to the Traveler the amount remaining after deducting the cancellation charge, penalty charge and any other amount already paid or the amount related to the expenses payable from now for the said Tour Service from the amount covering the portion of the Tour Service which has not yet been offered to the Traveler out of the Tour Price.

#### Article 19 - Refund of the Tour Price

19.01. We shall refund to the Traveler the amount due in case there accrues a refundable amount due to the Traveler due to the reduction of the Tour Price under the provisions set forth from 14.03 through 14.05 or due to cancellation of the Customized Tour Contract under the provisions of the preceding three Articles from Article 16

through Article 18, within 7 days reckoned from the day immediately following the date of cancellation in the case of a refund due to cancellation before the start of the Tour, or within 30 days reckoned from the day immediately following the last day of the Tour which is stated in the Contract Document in the case of a refund due to the reduction of the Tour Price or cancellation after the start of the Tour.

19.02. In the case that the Communication Contract has been concluded with the Traveler, we shall pay a refund to the Traveler according to the card membership rules of the Affiliated Company if there accrues a refundable amount due to him or her due to reduction of the Tour Price under the provisions set forth from 14.03 through 14.05 or due to cancellation of the Communication Contract under the provisions of the preceding three Articles from Article 16 through Article 18. In this case, we shall notify the Traveler of the refundable amount due within 7 days reckoned from the day immediately following the date of cancellation in the case of a refund due to cancellation before the start of the Tour, or within 30 days reckoned from the day immediately following the last day of the Tour which is stated in the Contract Document in the case of a refund due to the reduction of the Tour Price or cancellation after the start of the Tour. The day when we have notified the Traveler shall be considered as the date of using the card.

19.03. The provisions of the preceding two Paragraphs, 19.01 and 19.02, shall not prevent the Traveler or our Company from exercising the right to claim compensation for damage under the provision of Article 28 or Article 31.01 hereto.

#### Article 20 - Arrangement for Return Trip after Cancellation of the Contract

20.01. In the case that we have cancelled the Customized Tour Contract after the start of the Tour under the provision of Article 18.01 (1) or 18.03, we shall undertake arrangements for the Tour Service needed for the Traveler to return to the departure place of the said Tour at the request of the Traveler.

20.2. In the case of the preceding Paragraph 20.01, all the expense required for the return trip to the departure place shall be borne by the Traveler.

## Chapter 5 - Contracts with Organizations and Groups

Article 21 - Contracts with Organizations and Groups

21.01. We shall apply the provisions of this Chapter to the conclusion of the Customized Tour Contract in cases where we receive subscriptions from two or more Travelers who are to travel the same route at the same time, provided that each Traveler appoint a responsible representative (hereinafter referred to as the "Contract Representative").

Article 22 - Contract Representative

22.01. Unless a Special Contract is concluded, we shall consider the Contract Representative as the person holding all the power of representation concerning the conclusion of the Customized Tour Contract for the Travelers who compose his/her organization or group (hereinafter referred to as the "Constituent Member"), and we shall handle transactions concerning the Tour business related to the said organization or group and the business of Article 26.01 with the said Contract Representative.

22.02. The Contract Representative will be required to submit a list of the Constituent Members on or before the date set by us.

22.03. We shall not be held responsible for the liabilities or obligations which the Contract Representative assumes to the Constituent Members at present or the liabilities or obligations which the Contract Representative is expected to assume in the future.

22.04. In the case that the Contract Representative does not accompany his/her organization or group during the Tour, one of the Constituent Members appointed by the Contract Representative beforehand shall be considered by us as the Contract Representative after the start of the Tour.

Article 23 - Special Rule of the Conclusion of the Contract

23.01. When we conclude the Customized Tour Contract with the Contract Representative, there are cases where we accept the conclusion of the Customized Tour Contract without receiving payment of the Application Fee, notwithstanding the provision of Article 26.01.

23.02. When we conclude the Customized Tour Contract with the Contract Representative without receiving payment of the Application Fee under the provision of the preceding Paragraph 23.01, we shall deliver to the Contract Representative a Document written to that effect, and the Customized Tour Contract shall be considered concluded when we have delivered the said Document to the Contract Representative.

## Chapter 6 - Administration of Itinerary

### Article 24 - Administration of Itinerary

24.01. We shall make efforts to secure the safe and smooth implementation of the travel for the Traveler and to carry out the following services for the Traveler, except when we have concluded with the Traveler a Special Contract which differs from these services:

(1) In cases where it is considered that the Traveler may not be able to receive the Tour Service during the Tour, to take necessary measures to ensure that the Traveler will receive the Tour Service as specified in the Customized Tour Contract.

(2) In cases where it becomes unavoidable to alter the contents of the Tour Contract despite the measures taken as described in the preceding Paragraph, to make arrangements for alternative services. If the itinerary of the Tour is to be changed, we shall make efforts to make the alternative itinerary after the change measure up to the purport of the original itinerary. Also in cases where we are required to change the contents of the Tour Services, we shall try to minimize alterations of the Contract Contents by making the contents of the Tour Service after the change as close to the originally planned contents as possible.

### Article 25 - Instructions of Our Company

25.01. The Traveler will be required to follow the instructions of our Company while the Tour is conducted as a group during the Tour from its start to its finish, in order to implement the Tour safely and smoothly.

### Article 26 - Services of Tour Escorts, Etc.



26.01. There are cases where we shall ask Tour Escorts or others to accompany the Tour, depending on the contents of the Tour, and handle the services described in the respective Paragraphs of Article 24 in whole or in part or any other services which we consider necessary in connection with the said Customized Tour.

26.02. The service hours for the said Tour Escorts or others to engage in the services described in the preceding Paragraph 26.01 shall be in principle from 8:00 to 20:00.

#### Article 27 - Protective Measures

27.01. In the case that a situation arises where we consider the Traveler to be in a condition requiring protection due to sickness, injury, ect. during the travel, we may take the necessary measures. In these cases, if the cause is not blamed on us, the expenditure required for the said measures shall be borne by the said Traveler and shall be payable by the Traveler on or before the date set by us by the method designated by us.

### Chapter 7 - Responsibility

#### Article 28 - Responsibility of Our Company

28.01. We shall be responsible for compensating for the damage caused to the Traveler intentionally or negligently by us or by our agent (hereinafter referred to as the "Business Agent") who has been engaged by us to make arrangements on our behalf under the provision of Article 4, but limited only to cases when notice has been given to us within two years from the day immediately following the day when the damage occurred.

28.02. In cases where the Traveler has suffered damage due to causes beyond the control of our Company or our Business Agent, such as acts of providence, maelstrom of war, civil commotion, suspension of Tour Services like transport and accommodation facilities, orders from government and other public agencies, and others causes, we shall not be held responsible for compensation except in the case of the preceding Paragraph 28.01.

28.03. Regarding damage caused to baggage as described in 28.01, notwithstanding the

provision of the said Paragraph, we shall compensate the Traveler up to ¥150,000 as a maximum amount per Traveler (except in cases where the damage has been caused by us intentionally or by gross negligence), only in cases where we have been notified of the damage within 14 days in the case of inland trips and within 21 days in the case of overseas trips, counted respectively from the day immediately following the day when the damage has occurred.

#### Article 29 - Special Compensation

29.01. We shall pay compensation and a solatium of the amount set beforehand for damage caused to the life, body or baggage of the Traveler while he/she is participating in a Customized Tour, in accordance with the provision of the separate Rules of Special Compensation, regardless of whether or not the damage has been caused due to our responsibility under the preceding Article 28.01.

29.02. In cases where we are responsible under the provision of the preceding Article 28.01 for the damage caused as described in the preceding Paragraph 29.01, the compensation money payable by us within the limit of the amount of compensation money payable based on the said responsibility according to the preceding Paragraph 29.01 shall be considered as the compensation money for the said damage.

29.03. In such a case as provided in the preceding Paragraph 29.02, our responsibility to pay the indemnity based on the provision of 29.01 shall be reduced by the amount equal to the compensation money payable by us under the provision of the preceding Article 28.01 (including the indemnity considered as the compensation money according to the provision of the preceding Paragraph 29.02).

29.04. The Subscription Type Package Tour which we implement by collecting a separate Tour Price from the Traveler participating in our Customized Tour shall be handled as part of the contents of the Customized Tour Contract.

#### Article 30 - Guarantee of Itinerary

30.01. In the case that a serious alteration is made to the Tour Contents described in the left column of Schedule II (except the alterations described in each of the following instances (excluding alterations caused by the lack of seats in the transportation

facilities or the lack of rooms in the accommodation or other facilities despite the fact that the said Tour Service is provided by the transport and accommodation facilities)), we shall pay compensation money for such alterations which is equal to or in excess of the amount reached by multiplying the Tour Price by the percentage specified in the right column of the said Schedule within 30 days counted from the day immediately following the last day of the Tour, except in cases where it is clear that we will bear the responsibility under the provision of Article 28.01 regarding the said alterations.

(1) Alterations due to the following causes:

(a) Act of providence.

(b) Maelstrom of war.

(c) Civil commotion.

(d) Orders from government and other public agencies.

(e) Suspension of Tour Services like transport and accommodation facilities.

(f) Offering a transport service not based on the original travel plan.

(g) Measures required to ensure the safety of the life or body of the Tour Participants.

(2) Alterations relating to the portion altered following the changes made to the Customized Tour under the provision of Article 13.01 and those relating to the portion cancelled due to the cancellation of the Customized Tour Contract based on the provisions from Article 16 through Article 18.

30.02. The maximum amount of compensation money payable by us for the alteration shall be the amount reached by multiplying the Tour Price per Traveler for the Customized Tour by the percentage set by us in excess of 15%. However, in the case that the amount of compensation money payable per Traveler for the Customized Tour falls below ¥1,000, we shall not pay the compensation money for the alteration.

30.03. In the case that it becomes clear that we are liable for the said alteration, based

on the provision of Article 28.01 after we have paid compensation money for the alteration in accordance with the provision of 30.01, the Traveler will be required to reimburse to us the compensation money paid for the said alteration. In this case, based on the provision of the same Paragraph, we shall pay the balance by offsetting the amount of the compensation money payable by us by the amount of the compensation money for the alteration that is refundable by the Traveler.

#### Article 31 - Responsibility of the Traveler

31.01. In the case that we have suffered damage due to the willfulness or fault of the Traveler, the said Traveler will be required to compensate us for the damage.

31.02. When the Traveler concludes the Customized Tour Contract, the Traveler will be required to try to understand the contents of the Customized Tour Contract, such as the right and obligation of the Traveler, etc., by utilizing the information provided by us.

31.03. In order for the Traveler to smoothly receive the Tour Service described in the Contract Document after the start of the Tour, the Traveler will be required to report promptly to us, our business agent or the provider of the said Tour Service at the Touring point if and when the Traveler realizes that a Tour Service different from the Contract Document has been offered.

### Chapter 8 - Business Guarantee Bonds (In Cases of Not Being a Security Member of the Association of Travel Agents)

#### Article 32 - Business Guarantee Bonds

32.01. The Traveler or the Constituent Member, who has concluded the Package Tour Contract with us, is entitled to receive reimbursement from the Business Guarantee Bonds deposited by us under the provision of Article 7.01 of the Travel Agency Law in connection with the claim arising from the said transaction.

32.02. The name and place of the Deposit Office where we have deposited the Business Guarantee Bonds are as follows:

(1) Name:

(2) Place:

Chapter 8 - Compensation Business Guarantee Bonds  
(In Cases of Being a Security Member of the Association of Travel Agents)

Article 33. - Compensation Business Guarantee Bonds

33.01. We are the Security Member of the \_\_\_\_\_ (Name) \_\_\_\_\_ Association of Travel Agents (located at \_\_\_\_\_ (Address) \_\_\_\_\_ Tokyo) .

33.02. The Traveler or the Constituent Member, who has concluded the Package Tour Contract with us, is entitled to receive reimbursement from the Compensation Business Guarantee Bonds deposited by the \_\_\_\_\_ Association of Travel Agents which is described in the preceding Paragraph 31.01, up to the maximum amount of yen, in connection with the claim arising from the said transaction.

33.03. As we have paid our share of the Compensation Business Guarantee Bonds to the \_\_\_\_\_ (Name) \_\_\_\_\_ Association of Travel Agents in accordance with the provision of the first Paragraph of the Article 22.10 of the Travel Agency Law, we have not deposited the Business Guarantee Bonds based on the first Paragraph of Article 7 of the Travel Agency Law.

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Schedule I - Cancellation Charge (relating to Article

16.01)

1. Cancellation Charges relating to Inland Trips

Classification	Cancellation Charge
(1) Customized Tour Contract excluding (2) below.	

(a) In a case other than the following cases from (b) through (f) (but limited to cases where we have specified the amount of the Planning Charge in the Contract Document)	Amount equal to the Planning Charge
(b) If the Contract is cancelled on or after the 20th day (the 10th day in the case of a day trip) counted backward from the day immediately preceding the starting day of the Tour (except the following cases from (c) through (f))	Not more than 20% of the Tour Price
(c) If the Contract is cancelled on or after the 7th day counted backward from the day immediately preceding the starting day of the Tour (except the following cases from (d) through (f))	Not more than 30% of the Tour Price
(d) If the Contract is cancelled on the day immediately preceding the starting day of the Tour	Not more than 40% of the Tour Price
(e) If the Contract is cancelled on the very day when the Tour starts	Not more than 50% of the Tour Price
(f) If the Contract is cancelled after the start of the Tour or the Traveler does not participate in the Tour without notice	Not more than 100% of the Tour Price
(2) Customized Tour Contract using a Chartered Vessel	Based on the rules of the cancellation charge for the said Vessel
Note: The amount of the cancellation charge shall clearly be specified in the Contract Document.	

## 2. Cancellation Charges relating to Overseas Trips

Classification	Cancellation Charge
(1) Customized Tour Contract using an Aircraft when leaving Japan or returning to Japan	

(excluding the Tour Contracts described in (2) and (3) below.	
(a) In a case other than the following cases from (b) through (d) (but limited to the cases where we have specified the amount of the Planning Charge in the Contract Document)	Amount equal to the Planning Charge
(b) If the Contract is cancelled on or after the 30th day counted backward from the day immediately preceding the starting day of the Tour (except the following cases from (c) through (d))	Not more than 20% of the Tour Price
(c) If the Contract is cancelled on or after two days before the starting day of the Tour (except the following case described in (d) below)	Not more than 50% of the Tour Price
(d) If the Contract is cancelled after the start of the Tour or the Traveler does not participate in the Tour without notice	Not more than 100% of the Tour Price
(2) Customized Tour Contract using a Chartered Aircraft	
(a) In a case other than the following cases from (b) through (f) (but limited to the cases where we have specified the amount of the Planning Charge in the Contract Document)	Amount equal to the Planning Charge
(b) If the Contract is cancelled on or after the 90th day counted backward from the day immediately preceding the starting day of the Tour (except the following cases from (c) through (e))	Not more than 20% of the Tour Price
(c) If the Contract is cancelled on or after the 30th day counted backward from the day immediately preceding the starting day of the Tour (except the following cases from (d) through (e))	Not more than 50% of the Tour Price
(d) If the Contract is cancelled on or after the 20th day counted backward from the day immediately preceding the starting day of the Tour (except the following case described in (e) below)	Not more than 80% of the Tour Price
(e) If the Contract is cancelled on or after the 3rd day counted backward from the day immediately preceding the starting day of the Tour or the	Not more than 100% of the Tour Price

Traveler does not participate in the Tour without notice	
(3) Customized Tour Contract using a Vessel when leaving Japan or returning to Japan	Based on the rules of the cancellation charge for the said Vessel
Note: The amount of the cancellation charge shall clearly be specified in the Contract Document.	

Schedule II - Compensation Money for Alterations  
(relating to Article 30.01)

Alterations Requiring Payment of Compensation Money	Percentage per Case (%)	
	Before the start of the Tour	After the start of the Tour
(1) Alterations of the starting day or last day of the Tour described in the Contract Document	1.5	3.0
(2) Alterations of sightseeing spots or sightseeing facilities (including restaurants) and other destinations of the Tour	1.0	2.0
(3) Alterations in the class or the facilities of Transportation Facilities to those with lower rates than those described in the Contract Document (but limited only to the cases where the total amount of charges for the class and facilities after alterations fall below the total amount for those specified in the Contract Document)	1.0	2.0
(4) Alterations in the type of transport or in the names of the companies described in the Contract Document	1.0	2.0



(5) Alterations to flights departing from and/or ending in Japan from those specified in the Contract Document.	1.0	2.0
(6) Alterations to a direct flight scheduled to fly from Japan to outside Japan as mentioned in the Contract Document to a connecting flight or an indirect flight.	1.0	2.0
(7) Alterations in the type or name of the accommodation facilities which are specified in the Contract Document		
(8) Alterations in the conditions of guest rooms as specified in the Contract Document, such as the type of guest rooms, facilities, scenery, etc.	1.0	2.0
	1.0	2.0
<p>Note 1. "Before the Start of the Tour" shall refer to cases where the Traveler has been notified of the relevant alteration on or before the day immediately preceding the starting day of the Tour, and "After the Start of the Tour" shall refer to cases where the Traveler has been notified of the relevant alteration on or after the starting day of the Tour.</p> <p>Note 2. When the Determinate Document has been delivered, this Schedule shall be applied by reading "Contract Document" as "Determinate Document". In this case, if any alterations take place between the described contents of the Contract Document and the described contents of the Determinate Document or between the described contents of the Determinate Document and the contents of the service actually offered, each respective alteration shall be treated as one case.</p> <p>Note 3. If transport facilities related to the alterations described in (3) or (4) above involve the use of accommodation facilities, each overnight stay shall be treated as one case.</p> <p>Note 4. Alternations in the names of companies operating transport facilities under (4) above will not be applicable in cases where alterations involve changes to a higher class or more sophisticated facilities.</p>		

Note 5. Even if the alterations described in (4) or (7) or (8) above take place in multiple cases during one ride on a transport vehicle or one overnight stay, each one ride or each one overnight stay shall be treated as one case respectively.

# Rules of Special Compensation

## Chapter 1 - Payment of Compensation Money, etc.

### Article 1 - Our Company's liability for Payment

01.01. If a Traveler participating in our Customized Tour has suffered injuries to his/her body due to a sudden and extraneous accident (hereinafter to be referred to as the "Accident") while he/she is participating in the said Tour, we shall pay to the Traveler or his/her legal heir Compensation for Death and Residual Disability as well as a Solatium for hospitalization and for hospital visit s(hereinafter referred to as the "Compensation, etc.") in accordance with the provisions from Chapters 1 through Chapter 4.

01.02. The injuries referred to in the preceding Paragraph, 01.01, include poisoning symptoms which rapidly develop when toxic gases or poisonous materials are inhaled, absorbed or taken in from outside the body accidentally (excluding the poisoning symptoms which develop as a result of continuous inhalation, absorption or ingestion.), but do not include bacterial food poisoning.

### Article 2 - Definition of Terminology

02.01. In these Rules of Special Compensation, "Organized Tour" shall mean those Tours defined in the first Paragraph of Article 2 of the "Subscription Type Package Tour Contract" Section and in the first Paragraph of Article 2 of the "Order-Taking Type Customized Tour" Section respectively.

02.02. In these Rules of Special Compensation, "While Participating in the Organized Tour" shall mean the period between the time when the Traveler starts receiving the services of the first group of transport and accommodation facilities, etc. which are specified in the itinerary of the said Organized Tour offered by the tickets arranged by our Company beforehand with an aim for the Traveler to participate in the Organized Tour up to the time when the Traveler finishes receiving the services of the last group of transport and accommodation facilities, etc. However, if the Traveler deviates from the route of the Organized Tour specified beforehand, when the said Traveler has notified us beforehand of the scheduled dates and times of his departure and return, the period

from the time of his/her departure until the time of his/her return shall be considered as "While Participating in the Organized Tour." However, when the said Traveler departs from the said Tour without notifying us beforehand of the scheduled dates and times of his/her departure and return or without planning to return to rejoin the Tour, the period of his/her departure till the time of his/her return or the period after his/her departure shall not be considered as "While Participating in the Organized Tour." Also in cases where the itinerary of the said Organized Tour includes the dates specified for the Traveler not to receive the service of the transport and accommodation facilities, etc. arranged by us (according to the standard time of the touring point), when it is clearly described in the Contract Document that the Compensation and Solatium for the damage suffered by the said Traveler on the said dates shall not be paid as provided in the Rules of Special Compensation, the said dates shall not be considered as "While Participating in the Organized Tour."

02.03. "The time when the Traveler starts receiving the service" in the preceding Paragraph, 02.02, shall mean one of the times in the following cases:

- (1) The time when the reception by our Tour Escort, our Employee or our Business Agent is finished in cases where the reception is handled by them.
- (2) In cases where the reception is not handled as described in the preceding case, one of the times in the following cases shall apply:
  - (a) If the first transport and accommodation facilities, etc. are aircraft, the time when the check-in is finished.
  - (b) If the first transport and accommodation facilities, etc. are vessels, the time when the boarding procedure is finished.
  - (c) If the first transport and accommodation facilities, etc. are railroads, the time when ticket examination is finished or the time when the Traveler has boarded the relevant train in cases where ticket examination is not conducted.
  - (d) If the first transport and accommodation facilities, etc. are wheeled vehicles, the time when the Traveler has boarded them.

(e) If the first transport and accommodation facilities, etc. are accommodation facilities, the time when the Traveler has entered such facilities.

(f) If the first transport and accommodation facilities, etc. are other than accommodation facilities, the time when the procedure to utilize the said facilities is finished.

02.04. "The time when the acceptance of services is finished" shall mean one of the times in the following cases:

(1) If our Tour Escort, our employee or our Business Agent announces the dismissal of the Organized Tour, the time when such an announcement has been made.

(2) If the announcement of the dismissal described in the preceding case is not conducted,

(a) If the first transport and accommodation facilities, etc. are aircraft, the time when the Traveler has exited the airport compound where only Travelers are allowed to enter.

(b) If the first transport and accommodation facilities, etc. are vessels, the time when the Traveler has disembarked the vessel.

(c) If the first transport and accommodation facilities, etc. are railroads, the time when ticket examination is finished or the time when the Traveler has disembarked the relevant train in cases where ticket examination is not conducted.

(d) If the first transport and accommodation facilities, etc. are wheeled vehicles, the time when the Traveler has disembarked them.

(e) If the first transport and accommodation facilities, etc. are accommodation facilities, the time when the Traveler has exited such facilities.

(f) If the first transport and accommodation facilities, etc. are other than accommodation facilities, the time when the Traveler has exited the said facilities.

## Chapter 2 - Cases where Compensation, etc. is not Paid

### Article 3 - Cases where Compensation, etc. is not Paid(1)

03.01. We shall not pay Compensation, etc. in cases where the injuries are caused by the causes listed below:

(1) Willfulness of the Traveler, except in the case of injuries caused to persons other than the Traveler.

(2) Willfulness of the person who is due to receive the Compensation for Death, except the amount of the said Compensation for Death which is receivable by another person in case the said person is the recipient of part of the Compensation for Death.

(3) Suicidal, criminal, or combative acts of the Traveler, except in the case of injuries suffered by persons other than the Traveler.

(4) Accidents caused while the Traveler is driving an automobile or motorized bicycle without having the driving qualification designated by ordinance or in a state incapable of normal driving such as under the influence of alcohol, except in the case of injuries suffered by persons other than the said Traveler.

(5) Accidents caused while the Traveler is behaving willfully against the law or is receiving illegal services, except in the case of injuries suffered by persons other than the said Traveler.

(6) Brain disease, illness or insanity of the Traveler, except in the case of injuries suffered by persons other than the said Traveler.

(7) Pregnancy, childbirth, premature birth, miscarriage, surgical operations, or other medical procedures of the Traveler, except in the case of treatment for injuries for which we are obligated to compensate.

(8) Accidents caused while the Traveler is undergoing execution of his criminal sentence or is in custody or in jail.

(9) War, use of force by a foreign power, revolution, takeover of the government, armed rebellion, or other incident or civil commotion similar to these (meaning, in these Special Compensation Rules, the state of affairs, which is considered an important situation from the viewpoint of security and maintenance of public order and peace throughout or in parts of a country by collective action of a mob or a large number of people).

(10) Accidents caused by the radioactivity, volatility or other hazardous characteristics or these characteristics of nuclear fuel material (including expended fuel, hereinafter to be interpreted likewise) or matters contaminated by nuclear fuel material (including atomic fission products).

(11) Accidents caused following the causes described in the preceding two cases or accidents arising from the confusion of social order following them.

(12) Exposure to radiation or radioactive contamination other than the case described in (10) above.

03.02. We shall not pay Compensation, etc. for cervical syndrome (a so-called whiplash injury) or lower-back pain without any objective symptoms, regardless of the causes.

#### Article 4 - Cases where Compensation, etc. is not Paid(2)

04.01. We shall not pay Compensation, etc. as provided in the preceding Article 3, in the case of Organized Tours aimed at inland trips, and also in the cases of injuries caused by the causes listed in the following cases:

(1) Earthquake, volcanic eruption or tsunami.

(2) Accidents caused following the causes described in the preceding case or accidents arising from the confusion of social order incidental to them.

#### Article 5 - Cases where Compensation, etc. is not Paid(3)

05.01. We shall not pay Compensation, etc. for the injuries listed in the following cases unless the action described in each case is included in the itinerary of the Organized

Tour as designated by us beforehand. However, if the action described in each case is included in the itinerary of the said Tour, we shall pay Compensation, etc. for injuries suffered due to a similar action while the Traveler is participating in the Organized Tour not included in the itinerary:

(1) Injuries suffered while the Traveler is engaged in the activities designated in Schedule I.

(2) Injuries suffered while the Traveler is engaged in a match, race, or show (including practices in all cases) or a test run (which means driving or steering with the purpose of a performance test) by driving an automobile or motorized bicycle or steering a motor boat. However, we shall pay Compensation, etc. for the injuries suffered while the Traveler is doing these things on the road even if they are not included in the itinerary of the Organized Tour.

(3) Injuries suffered while the Traveler is piloting an aircraft other than one flying on a course designated by an air transport company (regardless of whether or not it is a regular commercial flight).

### Chapter 3 - Types of Compensation, etc. and Amounts Payable

#### Article 6 - Payment of Compensation for Death

06.01. If the Traveler has suffered an injury as described in Article 1 and died as a direct result of the relevant accident within 180 days from the day of the said accident, we shall pay to the legal heir of the Traveler Compensation for Death in the amount of ¥25 million in the case of an Organized Tour aimed at an overseas trip and in the amount of ¥15 million (hereinafter to be referred to as the "Compensable Amount") in the case of an Organized Tour aimed at an inland trip, per Traveler respectively. If, however, the Compensation for Residual Disability has already been paid to the said Traveler, we shall pay the balance remaining after deducting the Compensation paid from the Compensation due.

#### Article 7 - Payment of Compensation for Residual Disability



07.01 In cases where the Traveler has suffered an injury as described in Article 1 and developed Residual Disability as a direct result of the said injury within 180 days from the day of the said accident (which means serious disability, remaining in his/her body, which is unrecoverable in the future or the loss of part of his/her body after the injury leading to this disability or loss has been healed; hereinafter to be interpreted likewise.), we shall pay Compensation for Residual Disability in the amount reached by multiplying the amount of Compensation by the percentage listed in each of the following cases in Schedule II.

07.02. Notwithstanding the provisions of the preceding Paragraph, 07.01, if the Traveler is in a condition still requiring treatment even after a lapse of 180 days from the day of the accident, we shall pay Compensation for Residual Disability after identifying the extent of his/her residual disability based on the diagnosis of a physician on the 181st day counted from the day of the accident.

07.03. As for any Residual Disability not listed in the cases of Schedule II, we shall determine the payable amount of Compensation for Residual Disability according to the extent of the disability of the body and pursuant to the classification of the respective cases in Schedule II, regardless of the occupation, age, social status, etc. of the Traveler. However, if the relevant disability is not as serious as the functional disorder listed in 1 (3), 1 (4), 2 (3), 4 (4), and 5 (2) of Schedule II, we shall not pay Compensation for Residual Disability.

07.04. In the case of two or more types of Residual Disability being caused by the same accident, we shall pay the total amount of Compensation by applying the preceding three Paragraphs from 07.1 through 07.03 to the respective disabilities. However, in the case of Residual Disability of upper extremities (arms and hands) described in 7, 8, and 9 of Schedule II or the Residual Disability of lower extremities (legs and feet), the maximum amount payable per Traveler of the Compensation for Residual Disability of each extremity shall be 60% of the amount of Compensation.

07.05. The maximum amount payable by us for Residual Disability under each of the preceding Paragraphs from 07.01 through 07.04 shall be the amount of Compensation payable per Traveler per Organized Tour.

Article 8 - Payment of Solatium for Hospitalization

08.01. In cases where the Traveler has suffered an injury as described in Article 1, and, as a direct result of such a injury, has become unable to engage in daily work or to lead a normal life, and has been hospitalized (meaning that although treatment by a physician is required, treatment at home is so difficult that the patient is hospitalized at a hospital or clinic to receive concerted treatment under the physician's care. Hereinafter to be interpreted likewise in this Article.), we shall pay a Solatium for hospitalization according to the number of days hospitalized under the following classification:

(1) In the case of an Organized Tour aimed at an Overseas Trip:

(a) In cases where the Traveler has suffered injury requiring hospitalization  
for 180 days or more.  
¥400,000

(b) In cases where the Traveler has suffered injury requiring hospitalization  
for 90 days or more but less than 180 days. ¥200,000

(c) In cases where the Traveler has suffered injury requiring hospitalization  
for 7 days or more but less than 90 days.  
¥100,000

(d) In cases where the Traveler has suffered injury requiring hospitalization  
for less than 7 days.  
¥40,000

(2) In the case of an Organized Tour aimed at an Inland Trip:

(a) In cases where the Traveler has suffered injury requiring hospitalization  
for 180 days or more.  
¥200,000

(b) In cases where the Traveler has suffered injury requiring hospitalization  
for 90 days or more but less than 180 days. ¥100,000

(c) In case the Traveler has suffered injury requiring hospitalization for 7 days or more but less than 90 days. ¥50,000

(d) In cases where the Traveler has suffered injury requiring hospitalization for less than 7 days. ¥20,000

08.02. Even when the Traveler is not hospitalized, if the said Traveler's injury falls under any one of the cases listed in Schedule III, and the said Traveler has received treatment by a physician, the period during which the said Traveler has been placed under such a state shall be considered as the number of days requiring hospitalization when applying the provision of the preceding Paragraph,8.01.

08.03. If a Solatium for Hospitalization plus Compensation for Death or a Solatium for Hospitalization plus Compensation for Residual Disability is payable per Traveler at the same time, we shall pay the total amount of such payments.

#### Article 9 - Payment of a Solatium for Hospital Visits

09.01. If the Traveler has suffered an injury as described in Article 1, and, as a direct result of such an injury, has experienced difficulty in engaging in normal work or leading a normal life, and has needed to visit a hospital (which means that when treatment by a physician is necessary, the patient visits a hospital or clinic to receive treatment by a physician (including house visits by a physician). Hereinafter to be interpreted likewise in this Article.), and the number of days spent for such Hospital Visits has exceeded 3 days, we shall pay to the Traveler a Solatium for Hospital Visits according to the said number of days under the following classification:

(1) In the case of an Organized Tour aimed at an Overseas Trip:

(a) In cases where the Traveler has suffered injury requiring Hospital Visits for 90 days or more. ¥100,000

(b) In cases where the Traveler has suffered injury requiring Hospital Visits for 7 days or more but less than 90 days. ¥50,000

(c) In cases where the Traveler has suffered injury requiring Hospitalization for 3 days or more but less than 7 days. ¥20,000

(2) In the case of an Organized Tour aimed at an Inland Trip:

(a) In cases where the Traveler has suffered injury requiring Hospital Visits for 90 days or more. ¥50,000

(b) In cases where the Traveler has suffered injury requiring Hospital Visits for 7 days or more but less than 90 days. ¥25,000

(c) In cases where the Traveler has suffered injury requiring Hospitalization for 3 days or more but less than 7 days. ¥10,000

(2) Even when the Traveler does not make Hospital Visits, if we recognize that the Traveler has experienced considerable difficulty in engaging in normal work or leading a normal life because of a plaster cast, etc. attached all the time to the part of his/her body suffering from the injury, such as a bone fracture, under the instruction of a physician, the period of such a state shall be considered as the number of days spent for Hospital Visits when applying the provision of the preceding Paragraph, 09.01.

(3) We shall not pay a Solatium for the Hospital Visits made after the injury suffered has been healed to such an extent as considered not to be so troublesome as to prevent the Traveler from engaging in normal work or leading a normal life.

(4) We shall not pay a Solatium for Hospital Visits made after the lapse of 180 days from the day of the accident under any circumstances.

(5) In cases where both a Solatium for Hospital Visit plus Compensation for Death or a Solatium for Hospital Visit plus Compensation for Residual Disability is payable per Traveler at the same time, we shall pay the total amount of such payments.

Article 10 - Special Rules Concerning Payment of a Solatium for Hospitalization and a

Solatium for Hospital Visits

10.01 If the number of days required for Hospitalization and the number of days for Hospital Visits exceeds one day per Traveler respectively, notwithstanding the provisions of the preceding two Articles 8 and 9, we shall pay only whichever amount is larger among the Solatium described in each of the following cases (if both amounts are the same, the Solatium described in (1)):

(1) A Solatium for Hospitalization, payable by us for the number of days of hospitalization..

(2) A Solatium for Hospitalization, payable by us for the number of days spent for Hospital Visits, by regarding the number of days reached by adding the said number of days in the hospital to the said number of days spent for Hospital Visits (excluding the period for which we must pay Solatium for Hospitalization) as the number of days spent for hospital visits.

#### Article 11 - Presumption of Death

11.01. If and when the Traveler has not been found even after 30 days have passed after the aircraft or vessel which the Traveler had boarded has been reported missing, or lost, the said Traveler will be presumed dead on the day when the said aircraft or said vessel was reported missing or lost.

#### Article 12 - Influence of Other Physical Disabilities or Illnesses

12.01. If the injury described in Article 1 has become serious due to the influence of a physical disability or illness which had already existed when the Traveler suffered the injury described in Article 1 or due to the influence of an injury or illness which has occurred independent of the accident causing the said injury after the said Traveler has suffered the injury described in Article 1, the amount equal to the situation excluding those influences shall be determined and paid.

### Chapter 4 - Occurrence of Accident and Procedures for Requesting Payment of Compensation, etc.

Article 13 - Request for Explanation, etc. Concerning Extent of Injuries, etc.

13.01. If the Traveler has suffered an injury described in Article 1, there are cases where we may request that the said Traveler or the person due to receive Compensation for Death explain the extent of the said injury and produce an outline of the accident leading to the said injury, or request a medical examination of his/her body or a postmortem examination of his/her dead body. In this case, the Traveler or the person expected to receive Compensation for Death will be required to cooperate with us and comply with these requests.

13.02. If the Traveler has suffered an injury described in Article 1 due to causes unrelated to us, the Traveler or the person due to receive Compensation for Death will be required to report to us the outline, etc. of the accident leading to the said injury within 30 days from the day of the said accident.

13.03. When the Traveler or the person due to receive Compensation for Death has violated the provisions of the preceding two Paragraphs, 13.01 and 13.02, or has failed to inform us of the facts known to them in the explanation or report required or has given a false statement, we shall not pay Compensation, etc.

Article 14 - Request for Payment of Compensation, etc.

14.01. When the Traveler or the person due to receive Compensation for Death wishes to receive payment of Compensation, etc., he/she will be required to submit the following documents and a bill requesting payment of Compensation, etc. on the form designated by us:

(1) Claiming payment of Compensation for Death:

(a) Copy of the deceased's family register and a copy of the legal heir's family register and a certificate of seal impression

(b) Certificate of the accident, issued by a public agency (or by a third party under unavoidable circumstances)

(c) Death certificate or postmortem certificate of the Traveler

(2) Claiming payment of Compensation for Residual Disability:

(a) Seal certificate of the Traveler

(b) Certificate of the accident issued by a public agency (or by a third party under unavoidable circumstances)

(c) Physician's statement certifying the extent of the Residual Disability

(3) Claiming payment of a Solatium for Hospitalization:

(a) Certificate of the accident issued by a public agency (or by a third party under unavoidable circumstances)

(b) Physician's statement certifying the extent of the Residual Disability

(c) Certifying document issued by the hospital or clinic certifying the number of days of Hospitalization or Hospital Visits

(4) Claiming payment of a Solatium for Hospital Visits:

(a) Certificate of the accident issued by a public agency (or by a third party under unavoidable circumstances)

(b) Physician's statement certifying the extent of the injury

(c) Certifying document issued by the hospital or clinic certifying the number of days of Hospitalization or Hospital Visits

14.02. There are cases where we require the submission of documents other than those listed above in the preceding Paragraph, 14.01, or where we admit omission of part of the documents to be submitted under the preceding Paragraph, 14.01.

14.03. In cases where the Traveler or the person due to receive Compensation for Death has acted against the provision of the first Paragraph, 14.01 or has not informed us of

the facts known to them concerning the documents submitted or has given a false statement, we shall not pay Compensation, etc.

Article 15 - Subrogation

15.01. Even when we have paid Compensation, etc., the right held by the Traveler or his/her legal heir to claim Compensation from a third party for the injury suffered by the Traveler will not be transferred to us.

Chapter 5 - Compensation for Damage to Personal Belongings

Article 16 - Our Company's Responsibility to Pay

16.01. If the Traveler participating in the Organized Tour being implemented by our Company happens to have his/her personal belongings (hereinafter to be referred to as "Compensable Goods") damaged accidentally while the said Traveler is participating in the said Organized Tour, we shall pay Compensation for Damage to personal belongings (hereinafter to be referred to as "Compensation for Damage").

Article 17 - Cases Where Compensation for Damage Is Not Paid

17.01. We shall not pay Compensation for Damage for the damage caused by the causes listed in each of the following cases:

- (1) Willfulness of the Traveler, except for damages suffered by persons other than the said Traveler.
- (2) Willfulness of a relative belonging to the same household as that of the said Traveler, unless his/her intention is to let the said Traveler receive the Compensation for Damage.
- (3) Suicidal, criminal or combative acts of the Traveler, except for damages suffered by persons other than the said Traveler.



(4) Accidents caused while the Traveler is driving an automobile or motorized bicycle without having the driving qualification designated by ordinance or in a state incapable of normal driving such as under the influence of alcohol, except in the case of damages suffered by persons other than the said Traveler.

(5) Accidents caused while the Traveler is behaving willfully against the law or is receiving illegal services, except in the case of damages suffered by persons other than the said Traveler.

(6) Exercise of public authority by the State or public institutions, such as confiscation, requisition, seizure, and demolition, except when such exercise has been done as necessary measures for fire extinction or evacuation.

(7) Defects in the Compensable Goods, except for defects that the Traveler or the person taking care of the Compensable Goods for him/her has not been able to detect even with considerable caution.

(8) Ordinary wear and tear, rust, mold, discoloration, damage by rats, vermiculation, etc.

(9) External damage which does not disable the function of the Compensable Goods.

(10) Spill of liquid, which is the Compensable Goods, except for damage caused to other Compensable Goods as a result.

(11) Misplaced or lost Compensable Goods.

(12) Causes listed in Article 3 from 03.01(9) through 03.01(12).

17.02. In the case of an Organized Tour aimed at an Inland Tour, we shall not pay Compensation for Damage for the damage caused by the causes described in each of the following cases in addition to the cases defined in the preceding Paragraph, 07.01.

(1) Earthquake, volcanic eruption or tsunami.

(2) Accidents caused following the causes described in the preceding case or accidents

caused from the confusion of social order incidental to them.

#### Article 18 - Compensable Goods and Its Scope

18.01. The Compensable Goods shall be limited to the personal belongings owned and carried by the Traveler while participating in the Organized Tour.

18.02. Notwithstanding the provision of the preceding Paragraph, 18.01, items listed in the following cases shall not be included in Compensable Goods:

(1) Cash, checks and other securities, documentary stamps, postage stamps, and the like.

(2) Credit cards, coupons, air tickets, passports and the like.

(3) Manuscripts, specifications, designs, commercial ledgers, and the like (including those recorded on recording media which can be directly processed by information equipment (computers and their peripherals such as terminals) such as magnetic tapes, magnetic disks, CD-ROMs, optical discs, etc.).

(4) Vessels (including yachts, motorboats and boats) and automobiles, motorized bicycles and their accessories.

(5) Climbing equipment, expedition equipment and the like.

(6) Dentures, artificial limbs, contact lenses and the like.

(7) Animals and plants.

(8) Other items specified by our Company beforehand.

#### Article 19 - Amount of Damage and Amount of Compensation for Damage

19.01. The amount of damage for which Compensation is payable by us (hereinafter to be referred to as the "Amount of Damage") shall be determined on the basis of either the value of the Compensable Goods at the place and time of the accident when the damage

caused or the total amount of the repair charge required for restoring the Compensable Goods to the state immediately preceding the occurrence of the damage plus the amount described in the third Paragraph of the next Article, 20.03, whichever is lower.

19.02. In cases where the amount of damage per item or pair of the Compensable Goods exceeds ¥100,000 , we shall consider the amount of damage of the Compensable Goods to be ¥100,000 and apply the provision of the preceding Paragraph, 19.01.

19.03. The maximum amount of Compensation for Damage payable by us shall be ¥150,000 per Traveler per Organized Tour. However, if the amount of damage per Traveler does not exceed ¥3,000 for each one accident, we shall not pay Compensation for Damage.

Article 20 - Prevention of Damage, etc.

20.01. When the Traveler has learned that damage has occurred to the Compensable Goods as provided in Article 16, he/she must implement the following measures:

- (1) Make efforts to prevent and reduce the damage.
- (2) Inform our Company of the extent of the damage, the outline of the accident causing the damage, and whether the Compensable Goods damaged is insured or not.
- (3) If the Traveler is able to receive Compensation for the damage from others, take necessary procedures to exercise his/her right.

20.02. When the Traveler has behaved against the provision of the preceding Paragraph, 20.01 (1), without justifiable cause, we shall regard the balance remaining after deducting the amount considered effective to prevent and reduce the damage as the amount of the damage, and when the Traveler has behaved against the provision of 20.01(2), we shall not pay Compensation for Damage. Also in cases where the Traveler has behaved against the provision of 20.01 (3), we shall regard the balance remaining after deducting the amount considered receivable by exercising his/her right to obtain such an amount as the amount of the damage.

20.03. We shall pay the following expenses:

(1) Expenses which we consider necessary or useful to prevent and reduce the damage prescribed in 20.01(1).

(2) Expenses required to take procedures prescribed in 20.01 (3).

#### Article 21 - Request for Payment of Compensation for Damage

21.01. When the Traveler wishes to receive payment of Compensation for Damage, he/she will be required to submit to us a bill requesting payment of Compensation for Damage on the form designated by us as well as the following documents:

(1) Certificate of the accident, issued by the police or an alternative third party.

(2) Documents issued to certify the extent of the damage caused on the Compensable Goods.

(3) Other documents requested by us.

21.02. If the Traveler has behaved against the provision of the preceding Paragraph, 21.01, or has willfully indicated untrue matter on the documents submitted or has forged or falsified these documents (to be considered likewise if he/she has had a third party commit these acts), we shall not pay Compensation for Damage.

#### Article 22 - In Cases Where Damage Is Insured

22.01. In cases where there exists an insurance contract which is due to pay insurance money for the damage described in Article 16, we may reduce the amount of Compensation Money payable by us.

#### Article 23 - Subrogation

23.01. If the Traveler has the right to claim damages against a third party for Compensation for Damage for which we are responsible for paying, such a right to claim Compensation for the damage shall be transferred to us within the limit of the amount of the Compensation for Damage that we have paid to the Traveler.

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 Schedule I (related to Article 5 - 05.01)

<p>Mountain climbing (climbing equipment such as ice axes, crampons, ropes, hammers), lugging, bobsledding, skydiving, hang gliding, operating an ultra-light motorized plane (such as motorized hang gliders, micro-light planes, and ultra-light planes), flying a gyro plane, and other dangerous activities similar to these.</p>
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Schedule II (related to Article 7- 07.01, 07.03, and 07.04)

1. Disorder of the Eyes	
(1) When the eyesight of both eyes has been lost.	100%
(2) When the eyesight of one eye has been lost.	60%
(3) When the corrected eyesight of one eye has become 0.6 or less.	5%
(4) When one eye has come to suffer the constriction of visual field (meaning a case where the visual field has become 60% or less of the total of the angle of the normal visual field).	5%
2. Disorder of the Ears	
(1) When the hearing of both ears has been lost completely.	80%
(2) When the hearing of one ear has been lost completely.	30%
(3) When the hearing of one ear is not good enough to comprehend a normal speaking voice at a distance of 50 cm or more.	5%
3. Disorder of the Nose	

When a significant disorder has been left in the function of the nose.	20%
4. Disorder of Mastication and Speech	
(1) When the function of mastication and speech has been lost completely.	100%
(2) When a significant disorder has been left in the function of mastication and speech.	35%
(3) When a disorder has been left in the function of mastication and speech.	15%
(4) When 5 or more teeth have been chipped and lost.	5%
5. Ugliness of Exterior Appearance (meaning the face, head and neck)	
(1) When significant ugliness has been left on the exterior appearance.	15%
(2) When ugliness has been left on the exterior appearance (meaning such ugliness as a cicatrix, 2 cm in diameter, or a linear cicatrix, 3cm long).	3%
6. Disorder of the Vertebral Column	
(1) When a significant deformation or a significant disorder of movement has been left on the vertebral column.	30%
(2) When a disorder of movement has been left on the vertebral column.	15%
(3) When a deformation has been left on the vertebral column.	60%
7. Disorder of the Arm (the wrist joint and above) or the Leg (the ankle joint and above)	
(1) When one arm or one leg has been lost.	50%
	35%

(2) When the function of two or three joints of the three major joints in an arm or leg has been lost completely.	5%
(3) When the function of one joint of the three major joints has been lost completely.	20%
(4) When a disorder has been left in the function of one arm or one leg.	
8. Disorder of the Fingers	15%
(1) When the thumb of one hand has been lost at or above the knuckle (interphalangeal joint).	8%
(2) When a significant disorder has been left in the function of the thumb of one hand.	5%
(3) When one of the fingers other than the thumb has been lost at or above the second knuckle (distal interphalangeal joint).	10%
(4) When a significant disorder has been left in the function of one of the fingers other than the thumb.	8%
	5%
9. Disorder of Toes	3%
(1) When the first toe of one leg has been lost at or above the toe joint (interphalangeal joint).	100%
(2) When a significant disorder has been left in the function of the first toe of one leg.	
(3) When one of the toes other than the first toe has been lost at or above the second toe	

<p>joint (distal interphalangeal joint).</p> <p>(4) When a significant disorder has been left in the function of one of the toes other than the first toe.</p> <p>10. In other cases where the Traveler is not able to take care of himself/herself for the rest of his/her life due to the significant disorder of his/her body.</p>	
<p>Note: The word "above" used in the provisions of 7, 8 and 9 above means the part of the body closer to the heart from the joint concerned.</p>	

### Schedule III (related to Article 8 - 08.02)

1. The corrected eyesight of both eyes has fallen to 0.06 or below.
2. The function of mastication and speech has been lost.
3. The hearing of both ears has been lost.
4. The function of all the joints of both upper limbs at or above the wrist joint has been lost.
5. The function of one lower limb has been lost.
6. Due to disorders of the internal organs in the chest and abdomen, the coordination of the body is limited mainly to routine action at home, such as eating and morning ablutions.
7. Due to disorders of the nervous system or nerves, the coordination of the body is limited mainly to routine action at home, such as eating and morning ablutions.
8. Due to a coexisting disorder of the above-mentioned parts of the body and the like, the coordination of the body is limited mainly to routine action at home, such as eating and



morning ablutions.

Note: The word "above" used in the provision of 4 above means the part of the body closer to the heart from the joint concerned.

# **Arranged Tour Contract Section**

## **Chapter 1 - General Provisions**

### Article 1 - Scope of Application

01.01. The Arranged Tour Contract to be concluded between our Company and the Traveler shall be based on this Contract under the following terms and conditions. Any matter not stipulated in this Contract shall be governed by ordinance or generally established practice.

01.02. In cases where we conclude a Special Contract with the Traveler in writing without violating the relevant law or harming the interests of the Traveler, such a Special Contract shall be given priority, notwithstanding the provision of the preceding Paragraph.

### Article 2 - Definition of Terminology

02.01. In this Contract, "Arranged Tour Contract" shall mean the Contract under which we undertake to make arrangements at the request of the Traveler by representing him/her, or acting as his/her intermediary, or playing an introductory role for him/her, so that he/she may be provided with services, such as transport and accommodation offered by transport and accommodation facilities, etc., and other services related to travel (hereinafter to be referred to altogether as the "Tour Service").

02.02. In this Contract, "Inland Trip" shall mean trips planned for only inside Japan, and "Overseas Trip" shall mean trips other than inland trips.

02.03. In this Contract, "Tour Price" shall mean the expense paid by our Company for the transportation charge, accommodation charge and other expenses payable to the transport and accommodation facilities, etc. to arrange the Tour Service, plus the handling charge of the Tour Service that is set by us (excluding handling charges for alterations and cancellation).

02.04. In this Section, "Communication Contract" shall mean the Arranged Tour

Contract, which is concluded with the card member of the credit card company affiliated with our Company (hereinafter referred to as the "Affiliated Company"), by subscription through telephone, mail, facsimile, or other means of communication, subject to prior consent of the Traveler regarding the settlement of the credit obligation or liability held by us, such as the Tour Price, etc., under the Arranged Contract on and after the due date of such obligation or liability according to the separately provided card membership rule of the Affiliated Company and also subject to payment of the Tour Price, etc. by the method specified in 16.02 or 16.05 hereunder.

02.05. In this Section, "Electronically Consented Notice" shall mean a notice issued in acceptance of the subscription for the Contract and transmitted by means of transmission, among the methods utilizing information-communication technologies, via telecommunication lines connecting the computer, facsimile, telex or telephone (hereinafter referred to as the "Electronic Computer, etc.") being used by us with the Electronic Computer, etc. being used by the Traveler.

02.06. In this Contract, "Date Card Used" shall mean the date when the Traveler or our Company is obligated to pay the Tour Price, etc. or execute refundable liability under the Arranged Tour Contract.

### Article 3 - Termination of Liability for Arrangements

03.01. When we have made arrangements for the Tour Service with the care of a good manager, the fulfillment of our liability based on the Arranged Tour Contract shall terminate. Therefore, even if contracts are not concluded with transport and accommodation facilities, etc. due to such causes as capacity fully filled, shutdown, inappropriate condition, etc., when we have fulfilled our obligations, the Traveler will be required to pay to us the handling charge of the Tour Service (hereinafter to be referred to as the "Handling Charge"). When the Transmission Contract has been concluded, Date Card Used shall be construed to mean the date when we have informed the Traveler that we have not been able to conclude with the transport and accommodation facilities, etc. the contract requiring them to provide the Tour Service.

### Article 4 - Surrogate Arranger

There are cases where we may engage other travel agents, professional arrangers, or

other helpers inside and outside Japan to make arrangements in whole or in part on our behalf in the implementation of the Arranged Tour Contract.

## **Chapter 2 - Conclusion of the Contract**

### **Article 5 - Subscription for the Contract**

05.01. The Traveler intending to conclude an Arranged Tour Contract with us will be required to fill in specified particulars on the application form prescribed by us and submit it to us together with the Application Fee specified by us separately.

05.02. Notwithstanding the provision of the preceding Paragraph, the Traveler intending to conclude a "Communication Contract" with us will be required to notify us of his/her credit card membership number and the contents of the Tour Service to be subscribed.

05.03. The Application Fee specified in 05.01 shall be treated as part of the money payable to us by the Traveler, such as the Tour Price, Cancellation Charge, etc.

### **Article 6 - Refusal of the Conclusion of the Contract**

06.01. We may not accept the conclusion of the Arranged Tour Contract in the following instances:

(1) When there are inconveniences related to our business.

(2) If the Communication Contract is to be concluded, when the Traveler should become unable to settle his/her liability related to the Tour Price, etc. in whole or in part according to the membership rule of the Affiliated Company, due to such causes as the credit card held by the Traveler has become invalid, etc.

### **Article 7 - Time of the Conclusion of the Contract**

07.01. The Arranged Tour Contract shall be deemed to have been concluded when we have accepted the conclusion of the Contract and have received the Application Fee specified in 05.01.

07.02. Notwithstanding the provision of the preceding Paragraph, the Transmission Contract shall be deemed to have been concluded when we have issued a notice to the effect that we accept the application described in 05.02. However, in the case that an Electronically Consented Notice is issued under the said Contract, the Contract shall be deemed to have been concluded when the said notice has reached the Traveler.

Article 8 - Special Rule Related to the Conclusion of the Contract

08.01. Notwithstanding the provision of 05.01, there are cases where we will conclude the Arranged Tour Contract merely by accepting the conclusion of the Contract under a Special Contract entered into in writing without receiving payment of the Application Fee.

08.02. In the case of the preceding Paragraph, the time of the conclusion of the Arranged Tour Contract shall be clearly stated in the document described in the preceding Paragraph.

Article 9 - Special Rule Related to the Transport Ticket and Accommodation Coupon, etc.

09.01. Notwithstanding the provisions of 05.01 and the preceding Article, 08.01, there are cases where we will accept subscription by word of mouth when the Arranged Tour Contract, aimed only at the arrangement of transport services or accommodation services, requires us to deliver a document indicating the right to receive the offering of the said Tour Service in exchange for the Tour Price.

09.02. In the case of the preceding Paragraph, the Arranged Tour Contract shall be deemed to have been concluded when we have accepted the conclusion of the Contract.

Article 10 - Contract Document

10.01. Promptly after the conclusion of the Arranged Tour Contract, we shall deliver to the Traveler a document (hereinafter to be referred to as the "Contract Document") that describes particulars concerning the itinerary, contents of the Tour Service, the Tour Price, other conditions of the Tour and our Company's responsibility. There are cases,

however, where we do not deliver the said Contract Document when we deliver a document indicating the right to receive the offering of all the Tour Service, such as transport tickets, accommodation coupons and other services which we have arranged.

10.02. In cases where we have delivered the Contract Document described in the preceding Paragraph, the scope of the Tour Service for which we are responsible for making arrangements under the Arranged Tour Contract shall be as stated in the said Contract Document.

#### Article 11 - Method to Use Information-Communication Technologies

11.01. When we have provided particulars to be entered in the said Document (to be referred to as the "Particulars" in this Article) by means of utilizing information-communication technologies, we shall confirm that the said Particulars have been recorded on the file equipped in the communication equipment being used by the Traveler.

11.02. In the case of the preceding Paragraph, when the file for recording the Particulars is not equipped in the communication equipment being used by the Traveler, we shall record the Particulars on the file equipped in the communication equipment being used by our Company (limited to the file provided only for the exclusive use of the Traveler) and confirm that the Traveler has viewed the Particulars.

### **Chapter 3 - Alteration and Cancellation of the Contract**

#### Article 12 - Alteration of Contract Contents

12.01. The Traveler may request us to change the contents of the Arranged Tour Contract, such as itinerary, contents of Tour Service, and other conditions of the Arranged Tour Contract, etc., in which case we shall try to accommodate the Traveler's request as far as possible.

12.02. In cases where the contents of the Arranged Tour Contract are changed at the request of the Traveler, the Traveler will be required to bear the cancellation charges and penalty payable to the transport and accommodation facilities and other expenses required for changing the arrangements at the time when the said arrangements

already completed are cancelled, and in addition, to pay to us the handling charge for the change as prescribed by our Company. Furthermore, the increase or decrease of the Tour Price arising from such changes of the Arranged Tour Contract Contents shall belong to the Traveler.

Article 13 - Discretionary Cancellation by the Traveler

13.01. The Traveler may cancel the Arranged Tour Contract in whole or in part at any time.

13.02. When the Arranged Tour Contract has been cancelled under the provision of the preceding Paragraph, the Traveler will be required to bear the expense paid in return for the Tour Service already received or the cancellation charges, penalty and other expenses payable to the transport and accommodation facilities for the Tour Service not yet offered, and in addition, to pay to us the handling charge for the cancellation as prescribed by our Company as well as the handling charge receivable by us.

Article 14 - Cancellation Due to Causes Attributable to the Traveler

14.01. We may cancel the Arranged Tour Contract in the following instances:

(1) If the Traveler does not pay the Tour Price by the due date specified.

(2) In cases where the Communication Contract has been concluded, when the Traveler has become unable to settle his/her liability related to the Tour Price, etc. in whole or in part according to the membership rule of the Affiliated Company, due to such causes as the credit card held by the Traveler has become invalid.

14.02. When the Arranged Tour Contract has been cancelled under the provision of the preceding Paragraph, the Traveler will be required to bear the cancellation charges and penalty for the Tour Service not yet offered as well as other expenses already paid and payable to the transport and accommodation facilities, and in addition, to pay to us the handling charge for the cancellation as prescribed by our Company as well as the handling charge receivable by us.

Article 15 - Cancellation Due to Causes Attributable to Our Company

15.01. When the arrangement for the Tour Service should become precluded due to causes attributable to us, the Traveler may cancel the Arranged Tour Contract,

15.02. When the Arranged Tour Contract has been cancelled under the provision of the preceding Paragraph, we shall reimburse to the Traveler the Tour Price already received after deducting the expenses already paid to the transport and accommodation facilities, etc. in return for the Tour Service already offered to the Traveler as well as the expenses payable from now.

15.03. The provision of the preceding Paragraph shall not prevent the Traveler from claiming compensation against us for the damage.

## **Chapter 4 - Tour Price**

### **Article 16 - Tour Price**

16.01. The Traveler will be required to pay the Tour Price no later than the period prescribed by our Company prior to the start of the Tour.

16.02. When the Communication Contract has been concluded, we shall accept payment of the Tour Price by using the card of the Affiliate Company without obtaining the Traveler's signature on the voucher prescribed by us, in which case the Date Card Used shall be considered as the date when we have informed the Traveler of the contents of the Tour Service determined by us.

16.03. There are cases where we may change the Tour Price prior to the start of the Tour when changes in the Tour Price have occurred due to such causes as the revision of the fares and charges by transport and accommodation facilities, changes in foreign exchange rates, etc.

16.04. In the case of the preceding Paragraph, the increase or decrease of the Tour Price shall belong to the Traveler.

16.05. In the case that, when we have concluded the Communication Contract with the



Traveler, expenses payable by the Traveler have accrued under the provisions of Chapter 3 and Chapter 4, we shall receive payment of the said expenses by using the card of the Affiliate Company without obtaining the Traveler's signature on the prescribed voucher. In this case, the Date Card Used shall be considered as the date when we have informed the Traveler of the amount of the expenses payable to us by the Traveler or the amount reimbursable by us to the Traveler. However, in cases where we have cancelled the Arranged Tour Contract under the provision of Article 14, Paragraph 1 (2), the Traveler will be required to pay to us the expense, etc. payable to us by him/her no later than the date set by us by the method prescribed by us.

#### Article 17 - Settlement of the Tour Price

17.01. In cases where the amount of the expenses paid by us to the transport and accommodation facilities for arranging the Tour Service, which are to be borne by the Traveler, plus the handling charge (hereinafter to be referred to altogether as the "Tour Price Settled") does not agree with the amount already received as the Tour Price, we shall square the Tour Price promptly after the Tour finishes, in accordance with the provisions of the following two Paragraphs.

17.02. If the Tour Price Settled exceeds the amount already received as the Tour Price, the Traveler will be required to pay the difference to us.

17.03. If the Tour Price Settled falls below the amount already received as the Tour Price, we shall reimburse the difference to the Traveler.

### **Chapter 5 - Arrangement for Organizations and Groups**

#### Article 18 - Arrangement for Organizations and Groups

18.01. We shall apply the provisions of this Chapter to the conclusion of the Arranged Tour Contract in cases where we have received subscriptions from two or more Travelers who are to travel the same route at the same time by appointing a responsible person to represent them (hereinafter referred to as the "Contract Representative").

#### Article 19 - Contract Representative

19.01. Unless a Special Contract is made, we shall consider the Contract Representative as the person holding all the power of representation concerning the conclusion of the Arranged Tour Contract for the Travelers who compose his/her organization or group (hereinafter referred to as the "Constituent Member"), and we shall handle with the said Contract Representative transactions concerning the Tour business related to the said organization or group and the business specified in 22.01 hereunder.

19.02. The Contract Representative will be required to submit a list of the Constituent Members or inform us of the number of the Constituent Members on or before the date set by us.

19.03. We shall not be held responsible for the liabilities or obligations which the Contract Representative assumes to the Constituent Members at present or the liabilities or obligations which the Contract Representative is expected to assume in the future.

19.04. In cases where the Contract Representative does not accompany his/her organization or group during the Tour, one of the Constituent Members appointed by the Contract Representative beforehand shall be considered by us as the Contract Representative after the start of the Tour.

#### Article 20 - Special Rule of the Conclusion of the Contract

20.01. When we conclude the Arranged Tour Contract with the Contract Representative, there are cases where we accept the conclusion of the Arranged Tour Contract without receiving payment of the Application Fee, notwithstanding the provision of Article 5, Paragraph 1.

20.02. When we conclude the Arranged Tour Contract with the Contract Representative without receiving payment of the Application Fee under the provision of the preceding Paragraph, we shall deliver to the Contract Representative a Document written to that effect, and the Arranged Tour Contract shall be considered to have been concluded when we have delivered the said Document.

#### Article 21 - Changes by the Contract Representative

21.01. When the Contract Representative has expressed a wish to change some of the Constituent Members, we shall accommodate his/her wish as far as possible.

21.02. The increase or decrease of the Tour Price arising from the change described in the preceding Paragraph. as well as the expenses required for the said change shall belong to the Constituent Members.

#### Article 22 - Escort Service

22.01. There are cases where we provide Escort Service at the request of the Contract Representative by having a Tour Escort accompany his/her organization or group.

22.02. The contents of the Escort Service to be performed by the Tour Escort shall, in principle, be the service required for conducting the Tour of his/her organization or group as a group, according to the itinerary determined beforehand.

22.03. The Service Hours of the Tour Escort for offering the Escort Service shall, in principle, be from 8:00 to 20:00 hours.

22.04. When we offer the Escort Service, the Contract Representative will be required to pay to us the Escort Service Charge prescribed by us.

## **Chapter 6 - Responsibility**

#### Article 23 - Responsibility of Our Company

23.01. In the course of implementing the Arranged Tour Contract, we shall be responsible for compensating for the damage caused to the Traveler intentionally or negligently by our Company or by our agent who has been engaged by us to make arrangements on our behalf under the provision of Article 4 (hereinafter referred to as the "Surrogate Arranger"), but only in cases where notice has been given to us within two years from the day immediately following the day when the said damage occurred.

23.02. In cases where the Traveler has suffered damage due to causes beyond the

control of our Company or our Surrogate Arranger, such as act of providence, maelstrom of war, civil commotion, suspension of Tour Services like transport and accommodation facilities, orders from government and other public agencies, and others causes, we shall not be held responsible for compensation except in the case of the preceding Paragraph.

23.03. With regards to damage caused to baggage as described in Paragraph 1, notwithstanding the provision of the said Paragraph, we shall make compensation up to the limit of ¥150,000 as a maximum amount per Traveler (except in cases where the said damage has been caused by us intentionally or due to our serious fault), only if we have been notified of the said damage within 14 days in the case of inland trips and within 21 days in the case of overseas trips, respectively, counted from the day immediately following the day when the said damage occurred.

Article 24. - Responsibility of the Traveler

24.01. If we have suffered damage due to the willfulness or fault of the Traveler, the said Traveler will be required to compensate us for the said damage.

24.02. When the Traveler concludes the Customized Tour Contract, the Traveler will be required to make efforts to understand the contents of the Customized Tour Contract, such as the right and obligation of the Traveler, etc., by utilizing the information provided by us.

24.03. In order for the Traveler to smoothly receive the Tour Service described in the Contract Document after the start of the Tour, the Traveler will be required to report promptly to us or our Surrogate Arranger or the provider of the said Tour Service at the Touring point if and when the Traveler should realize that the Tour Service is different from the Contract Document that was offered.

**Chapter 7 - Business Guarantee Bonds**  
**(In Cases of Not Being a-Security Member of the Association of Travel**  
**Agents)**

Article 25 - Business Guarantee Bonds

25.01. The Traveler or the Constituent Member, who has concluded the Package Tour Contract with us, is entitled to receive reimbursement from the Business Guarantee Bonds deposited by us under the provision of Article 7, Paragraph 1 of the Travel Agency Law in connection with the claim arising from the said transaction.

25.02. The name and place of the Deposit Office where we have deposited the Business Guarantee Bonds is as follows:

(1) Name:

(2) Place:

## **Chapter 7 - Redemption Business Guarantee Bonds** **(In Case of Security Member of the Association of Travel Agents)**

Article 25 - Redemption of Business Guarantee Bonds

25.01. We are the Security Member of the \_\_\_\_\_ (Name) \_\_\_\_\_ Association of Travel Agents (located at \_\_\_\_\_ (Address) \_\_\_\_\_ Tokyo) .

25.02. The Traveler or the Constituent Member, who has concluded the Package Tour Contract with us, is entitled to receive reimbursement from the Redemption Business Guarantee Bonds deposited by the \_\_\_\_\_ Association of Travel Agents which is described in the preceding Paragraph, up to the maximum amount of yen.

25.03. As we have paid our share of the Redemption Business Guarantee Bonds to the Association of Travel Agents in accordance with the provision of Article 22, Paragraph 10 (1) of the Travel Agency Law, we have not deposited the Business Guarantee Bonds based on Article 7, Paragraph 1 of the Travel Agency Law.

## **Travel Consulting Service Contract Section**

### **Article 1 - Scope of Application**

01.01. The Travel Consulting Service Contract to be concluded between our Company and the Traveler shall be based on this Contract under the following terms and conditions. Any matter not stipulated in this Contract shall be governed by ordinance or generally established practice.

01.02. In case we conclude a Special Contract with the Traveler in writing without violating the relevant law or harming the interest of the Traveler, such a Special Contract shall be given priority, notwithstanding the provision of the preceding Paragraph.

### **Article 2 - Definition of the Travel Consulting Service Contract**

02.01. The "Travel Consulting Service Contract" shall mean in this Contract the Contract under which we shall promise to undertake the implementation of the following service at the request of the Traveler by receiving payment of the Travel Service Handling Charge (hereinafter to be referred to as the Consulting Fee) in return for consulting service.

- (1) Advice necessary for the Traveler to prepare his/her travel plan
- (2) Preparation of a travel plan
- (3) Estimation of the expenses to be required for such a travel
- (4) Offering of information concerning touring spots and transport/accommodation facilities, etc.
- (5) Offering of other advice and information necessary for travel

### **Article 3 - Conclusion of the Contract**

03.01. The Traveler intending to conclude the Travel Consulting Service Contract with us will be required to submit to us an application form filled in with prescribed particulars.

03.02. The Travel Consulting Service Contract shall be considered to have been concluded when we have accepted the conclusion of the said Contract and received the application specified in the previous Paragraph.

03.03. Notwithstanding the provision of the preceding Paragraph, there are cases where we accept an application for the Travel Consulting Service Contract by telephone, mail, facsimile and other means of communication, without submission of the application form, in which case the Travel Consulting Service Contract shall be considered to have been concluded at the time when we have accepted the conclusion of the said Contract.

03.04. There are cases where we do not accept the conclusion of the Travel Consulting Service Contract when there is inconvenience related to our business or when the contents of the Traveler's consultation are offensive to public order and morals or are likely to violate the ordinance enforced in touring points.

#### Article 4 - Consulting Fee

04.01. When we have performed the service described in Article 2, the Traveler will be required to pay to us the Consulting Fee prescribed by us by the date set by us.

#### Article 5 - Responsibility of Our Company

05.01. We shall be held responsible for compensating for the damage, if any, which we have inflicted on the Traveler intentionally or negligently, only in case we have been notified of the said damage within 6 months reckoned from the date immediately following the day when the said damage has occurred.

05.02. We do not guarantee that actual arrangement would be possible for the transport

and accommodation facilities, etc. which are described in the travel plan prepared by us. Therefore, even if it has become impossible to conclude contracts with the transport and accommodation facilities, etc. for them to provide transport and accommodation and other travel-related services, due to such causes as full occupancy, we shall not be held responsible for such circumstances.



國土交通省告示第一五九三號

就旅行業法(昭和二十七年法律第二百三十九號)第十二條之三的標準旅行業條款(平成七年十二月十九日運輸省告示第七百九十號)進行了全面修改，茲公布如下。

平成十六年十二月十六日

國土交通大臣 北側 一雄

## 標準旅遊業條款

### 募集型企畫旅行合同部分

#### 第一章 總 則

(適用範圍)

第一條 本公司與旅行者之間締結的募集型企畫旅行合同(以下簡稱為“募集型企畫旅行合同”)，將遵照本條款的規定執行。關於在本條款中未規定的事項，將遵照相關的法令或者一般已經得到確立的慣例執行。

2 本公司在不違反法律，且不給旅行者帶來不利的範圍內以書面方式締結特別約定的時候，將不受制約於前項的規定，而優先執行該特別約定。

(用語的定義)

第二條 本條款中的“募集型企畫旅行”是指本公司為了募集旅行者在事先決定旅行的目的地及日程、旅行者所能夠接受到的交通運輸或者住宿服務的內容，以及旅行者應向本公司支付的旅行價款相應的旅行之計劃，而依據此計劃實施的旅行。

2 本條款中的“國內旅行”，是指限于在我國國內的旅行，“海外旅行”是指國內旅行以外的旅行。

3 在本部分中，“通信合同”是指本公司或者是與代替本公司推銷募集型企畫旅行的公司協作的信用卡公司(以下簡稱為“協作公司”)的信用卡會員之間通過電話、郵件、傳真及其他的通信手段提出預約而締結的募集型企畫旅行合同，本公司對於旅行者所負有的基于募集型企畫旅行合同的旅行價款等有關的債權或債務，對於依據該債權或債務的履行日以後另行規定的協作公司的信用卡會員規約進行的結算，在旅行者事先承諾並且將該募集型企畫旅行合同的旅行價款等，依據第十二條第二項、第十六條第一項的後半段、第十九條第二項所規定的方法進行的支付為內容的募集型企畫旅行合同。

4 在此部分中，“電子承諾通知”是指通過在利用信息通信技術的方法中，本公司或者代理推銷本公司募集型企畫旅行的公司所使用的電子計算機、傳真機、電傳機或者電話機(以下簡稱為“電子計算機等”)與旅行者使用的電子計算機通過相連接的電氣通信線路，以發送信件的方法所進行的對於合同的預約之承諾的通知。

5 在本條款中，“卡的使用日”是指旅行者或者本公司依據募集型企畫旅行合同，所應履行的旅行價款等的支付或者退還債務的日期。

(旅行合同的內容)

第三條 本公司應該承擔安排、旅程管理的業務，以便使旅行者在募集型企畫旅行合同中，按照本公司所定的旅行日程接受交通運輸、住宿機關等所提供的交通運輸、住宿及其他的有關於旅行的服務（以下簡稱為“旅行服務”）

(代行安排人)

第四條 本公司在履行募集型企畫旅行合同的過程中，有時會將安排業務的全部或者一部分委託給我國國內或國外的其他旅遊業同業者、以安排業務為業的人員、及其他的輔助人員代為辦理。

## 第二章 合同的締結

(合同的申請) (非第三種旅遊業的場合下)

第五條 有意向本公司報名募集型企畫旅行合同的旅行者，應該在本公司所規定的申請書(以下簡稱為“申請書”)上填寫規定的事項，並與本公司另行規定的申請手續費一並提交給本公司。

2 有意與本公司進行通信合同的申請的旅行者，與前項的規定無關，必須將有意申請的募集型企畫旅行的名稱、旅行開始日、會員號碼及其他的事項(以下在條中簡稱為“會員號碼等”)通知給本公司。

3 第一項的申請手續費，將作為旅行費用或取消費或者違約金的一部分處理。

4 在參加募集型企畫旅行之際，需要特別的照料的旅行者，應該在合同的申請時即申明。此時，本公司將在可能的範圍內滿足此要求。

5 基于前一項的申請，本公司為旅行者采取的特別措施所需要的費用，應該由旅行者負擔。

(通過電話的預約)

(合同的申請) (為第三種旅遊業的場合下)

第五條 有意向本公司申請募集型企畫旅行合同的旅行者，必須在本公司所規定的申請書(以下簡稱為「申請書」。)中填寫所規定的事項之後，連同本公司另行規定的金額為旅行價款之二十%以內的報名費，一並提交本公司。

2 有意向本公司申請締結通信合同的旅行者，則不受前項規定所制約，必須向本公司通知想要申請的募集型企畫旅行的名稱、旅行開始日期、會員號碼以及其他事項(在以下條款中簡稱為「會員號碼等」。))。

3 第1項中的申請費，將作為旅行價款或者取消手續費或者違約金的一部分處理。

4 在參加募集型企畫旅行之際，如果有旅行者需要給予特別照料的情況下，則應在合同申請時提出。此時，本公司將在可能的範圍內進行相應的安排。

5 基于前項的申請，本公司為旅行者采取特別的措施而需要的費用，應該由旅行者負擔。

第六條 本公司可以接受通過電話、郵件、傳真及其他通信手段的有關募集型企畫旅行合同的預約。在這種場合下，當接受到預約的時候合同尚未成立，旅行者必須在本公司進行承諾此預約的通知之後，在本公司規定的期限內，向本公司提交前條第一項或第二項所規定的申請書和申請手續費，或者通知會員號碼等。

2 當收到前項所規定的申請書和申請手續費的時候，或者在接到會員號碼等的通知的時候，募集型企畫旅行合同締結的次序，則按照該預約受理的順序確定。

3 當旅行者未在第一項規定的期間內提交申請手續費，或者未通知會員號碼等的場合下，本公司即作為沒有接受預約處理。

(拒絕締結合同)

第七條 本公司在以下列舉事項的場合下，會不接受募集型企畫旅行合同的締結。

- 一 未能夠滿足本公司事先明示的性別、年齡、資格、技能以及其他旅行參加者的條件時。
- 二 當報名參加旅行者人數達到預定人數時。
- 三 當旅行者有可能會給其他旅行者招致麻煩，或者有可能會妨礙集體活動的順利實施的時候。
- 四 當本公司在推進業務方面有必要時。
- 五 當需要締結通信合同的時候，由于旅行者所持有的信用卡無效，而使旅行者不能按照協作公司的信用卡會員規則，就旅行價款等有關的債務的一部分或全部進行結算的時候。

(合同成立的時間)

第八條 募集型企畫旅行合同，在本公司對於合同的締結予以承諾，並且在受理了第五條的申請手續費的時候，即告成立。

- 2 通信合同將不受前項所限，當本公司發出承諾合同締結的通知的時候，即為成立。但是，在該合同中如果是發送電子承諾通知的場合下，即以旅行者收到該通知的時候為合同成立。

(合同文件的交付)

第九條 本公司在前條規定的合同成立之後，將儘快地向旅行者交付記載有旅行日程、旅行服務的內容、旅行價款及其他旅行條件，以及有關本公司的責任之事項的文件（以下簡稱為“合同文件”）。

- 2 本公司依據募集型企畫旅行合同進行準備，並負有對旅程進行管理之義務的旅行服務的範圍為前項的合同文件中所記載的內容。

(確定文件)

第十條 在前條第一項的合同文件中，當被確定了的旅行日程、交通運輸、或者住宿設施的名稱不能記載的場合下，則應該在該合同中將準備使用的住宿設施以及在表示上重要的交通運輸機關的名稱予以限定並列出，並且在將該合同文件交付後，至旅行開始日的前一天（即從旅行開始日的前一天倒算的第七天之後申請募集型企畫旅行合同的場合下，為旅行開始日）的該合同文件規定的日期之前，交付記載了這些確定情況的文件（以下簡稱為“確定文件”）

- 2 在前項的場合下，如果有旅行者希望確認有關安排情況並提出詢問的時候，則即使是在交付確定文件之前，本公司也將儘快地予以恰當的答復。
- 3 當交付了第一項的確定文件的場合下，依據前條第二項所規定的本公司承擔的安排和管理旅程之義務的旅行服務的範圍，將被特定於該確定文件所記載的內容中。

(信息通信技術的利用方法)

第十一條 本公司在事先得到旅行者的承諾的前提下，將準備締結的募集型企畫旅行合同時向旅行者交付的記載有旅行日期、旅行服務的內容、旅行價款及其他的旅行條件以及與本公司的責任有關的事項的文件、合同文件或者確認文件，取而代之以利用信息通信的方法，將該文件應記載的事項（以下在有關此條內容中稱為“記載事項”）進行了提供的時候，將確認在旅行者使用的通信設備中備有的文件中記載事項是否已經得到紀錄。

- 2 在前項的場合下，當旅行者使用的通信設備中沒有具備為紀錄記載事項的文件的時候，將在本公司使用的通信設備中所備有的文件（僅限于專門供旅行者用的文件）中紀錄記載事項，並就旅行者是否已經閱覽了記載事項進行確認。

(旅行價款) (非第三種旅遊業的場合下)

第十二條 旅行者應該在旅行開始日之前的合同文件所記載的日期之前，向本公司支付合同文件中所記載金額之旅行價款。

2 當締結了通信合同的時候，本公司將通過協作公司的信用卡在沒有旅行者在所規定發票上簽字的情況下，收取合同文件中記載之金額的旅行價款。另外，信用卡的使用日即為旅行合同成立日。

(旅行價款) (為第三種旅遊業的場合下)

第十二條 旅行者必須在旅行開始日期以後的合同文件中所記載的日期之前，向本公司支付合同文件中所記載之金額的旅行價款。另外，本公司在旅行開始日期之前，除了申請費以外，將不進行任何旅行價款的收受。

2 當締結了通信合同的時候，本公司將依據協作公司的信用卡所規定的發票，在不經過旅行者簽字的前提下，收受合同文件中所記載金額的旅行價款的支付。另外，就有關申請費的信用卡使用日，為旅行合同成立之日期，而就除申請費以外的旅行價款的信用卡使用日，則為旅行開始日期以後的合同文件中所記載之日期。

### 第三章 合同的變更

(合同內容的變更)

第十三條 當發生天災地變、戰亂、暴動、交通運輸、住宿機關等的旅行服務業務的中止、行政機關的命令、並非依據當初的運行計劃的交通運輸之提供、以及發生了其他本公司無法幹預的事由的場合下，為了使旅行能夠得到安全且順利的實施，在不得已的情況下有時會在事先儘快地將該事屬於無法幹預的理由及與該事由的因果關係予以說明，並且對於旅行日程、旅行服務的內容以及其他募集型企畫旅行合同的內容(以下簡稱為“合同內容”)進行變更。但是，當事態緊急且不得已的場合下，會在變更之後進行說明。

(旅行價款的變更)

第十四條 在實施募集型企畫旅行的過程中利用的交通運輸機關而收取的適用運費、使用費(以下在本條內簡稱為“適用運費、使用費”)，由于明顯的經濟形勢的變化等原因，而與募集型企畫旅行在募集的階段寫明的，並在當時作為有效內容而公布的適用運費、使用費相比，出現了大幅度地超過通常能夠想像的程度的金額之增加和減少的場合下，本公司可以在該增加和減少的金額範圍以內，進行旅行價款的增加或者減少。

2 當本公司依據前項規定進行旅行價款之增加的時候，將在旅行開始日的前一天倒算十五日之前，向旅行者通知該內容。

3 當本公司進行第一項所規定的適用運費、使用費的減額的時候，則依據同項的規定，只將該減少金額從旅行價款中減除。

4 當本公司依據前條規定合同內容的變更實施旅行所需費用(包含由于該合同內容的變更而發生的未能接受該項的旅行服務的取消費、違約費以及其他的已經支付的，或者日後還必須支付的費用。)發生了增加或減少的場合下(費用的增加是由于，儘管交通運輸、住宿機關等仍在提供該項的旅行服務，但是由于交通運輸、住宿機關的等的座位、客房及其他諸設施的不足而發生的場合除外)，本公司在進行該合同內容變更之際，有時會在該內容的範圍以內進行旅行價款的變更。

5 當本公司依據交通運輸、住宿設施等的利用人員而發生旅行價款變動之內容記載於合同文件中的場合下，當由于募集型企畫旅行合同成立之後的不歸屬於本公司的責任的事由，而使該項的利用人員發生變更的時候，會依合同文件中所記載的內容，對於旅行價款的金額進行變更。

(旅行者的替代)

第十五條 與本公司締結了募集型企畫旅行合同的旅行者，在取得本公司承諾之後，可以將其合同中的地位，轉讓給第三者。

- 2 當旅行者需要向本公司請求前項規定的承諾的時候，必須在本公司所規定的表格中填寫所規定的事項之後，與所規定的金額的手續費一並提交本公司。
- 3 第一項的合同中的地位轉讓，在當本公司予以承諾之後方才生效，之後，接受了合同中的地位之轉讓的第三者，將繼承旅行者有關募集型企畫旅行合同的一切權力及義務。

#### 第四章 合同的解除

(旅行者的解除權)

第十六條 旅行者不論在任何時候，都可以在向本公司支付附表第一中規定的取消費的條件下，解除募集型企畫旅行合同。當解除通信合同的場合下，本公司可以依據協作公司的信用卡向所規定的發票，在沒有旅行者簽字的情況下收取取消費。

2 旅行者在如下所述的場合下，可以在不受制約於前項規定，並不須在旅行開始前支付取消費的前提下，解除募集型企畫旅行合同。

一 由于本公司對於合同內容進行了變更的時候。但是，該變更僅限于為附表第二之上欄所示之其他的重要事項的時候。

二 基于第十四條第一項的規定，對於旅行價款進行了增額的時候。

三 由于天災地變、戰亂、暴動、交通運輸及住宿機關等中止旅行服務的提供、政府機關的命令以及其他的事由，而使旅行不能在安全且順利的情況下實施，或者這種不可能成為現實的可能性極大的時候。

四 本公司在第十條第一項規定的日期之前，未向旅行者交付確定文件的時候。

五 由于歸屬於本公司的責任，而使得按照合同文件中記載的旅行日程實施旅行成為不可能之狀態的時候。

3 旅行者在旅行開始後，由于不屬於該旅行者之責任的事由，而不能接受合同文件中記載的旅行服務的時候，或者當本公司將該事項進行了通知的時候，則與第一項的規定無關，並且在不須支付取消費的條件下，對於不能接受旅行服務的相關部分的合同予以解除。

4 在前項的場合下，本公司應將旅行價款中與不能接受旅行服務之部分有關的金額退還給旅行者。但是，當前項的情況並非起因於本公司責任的場合下，本公司將從該金額中扣除對於該旅行服務的取消費、違約費及其他的已經支付的或日後尚需繼續支付的費用有關的金額之後，退還給旅行者。

(本公司的解除權等—旅行開始前的解除)

第十七條 本公司在如下列舉事項的場合下，可以在向旅行者說明理由之後，並在旅行開始之前將募集型企畫旅行合同予以解除。

一 當判明旅行者不能滿足本公司在事先明示的性別、年齡、資格、技能及其他的參加旅行者條件的時候。

二 當判斷旅行者由于生病或者由于沒有必要的護理人員，則難以承受該旅行的時候。

三 當判斷旅行者會煩擾其他的旅行者，或者會妨礙到團體旅行的順利實施的時候。

四 當旅行者提出超出有關合同內容合理範圍的負擔之要求的時候。

五 當旅行者的人數未能達到合同文件中記載的最少組團人數的時候。

六 在以滑雪為目的的旅行中作為必要的降雪量等旅行實施條件，不能實現在合同締結之際所明示的降雪量之可能性極大的時候。

七 由于天災地變、戰亂、暴動、交通運輸及住宿機關等中止旅行服務的提供、政府機關的命令以及其他的本公司無法幹預的事由，而使旅行不能按照合同文件上記載的旅行日程，在安全且順利的情況下實施，或者這種不可能成為現實的可能性極大的時候。

八 當締結了通信合同的場合下，出現了旅行者所持有的信用卡無效的情況等，而使旅行者無法按照協作公司的信用卡會員規則，就有關旅行價款之債務的一部分或全部進行結算的時候。

2 旅行者在第十二條第一項的合同文件上記載的日期之前未支付旅行價款的時候，即作為在該日期的次日由旅行者解除了募集型企畫旅行合同處理。在這種場合下，旅行者必須向本公司支付相當於前條第一項所規定的取消費之金額的違約金。

3 本公司依據第一項第五號中所列舉之事由解除募集型企畫旅行合同的時候，將在旅行開始日的前一天開始倒算，國內旅行時在第十三天（當天往返旅行為第三天）之前，國外旅行時在第二十三天（如為附表第一中規定的高峰期間開始的旅行在第三十三天）之前，將中止旅行事宜通知旅行者。

（本公司的解除權－旅行開始後的解除）

第十八條 本公司依在以下所述的場合下，即使是在旅行已經開始的情況下，也會在將理由向旅行者進行說明之後，將募集型企畫旅行合同的一部分予以解除。

一 旅行者由于生病，或由于沒有必要的護理人員，或由于其他的事由而不堪繼續旅行的時候。

二 旅行者違背了通過陪同人員及其他人員所傳達的旨在為安全且順利地實施旅行的本公司的指示，並且對這些人員或者同行的其他旅行者施加暴力或威脅等，從而擾亂了集體行動的紀律，妨礙了該旅行的安全且順利的實施的時候。

三 由于天災地變、戰亂、暴動、交通運輸及住宿機關等中止旅行服務的提供、政府機關的命令以及其他的本公司無法幹預的事由，而使旅行不可能繼續進行的時候。

2 本公司基于前項的規定解除了募集型企畫旅行合同的時候，本公司與旅行者之間的合同關係，只是向著將來的部分的失效。在這種場合下，關於旅行者已經接受的旅行服務相關的本公司的債務，即作為已經進行了有效的償還。

3 在前項的場合下，本公司將從旅行價款中旅行者尚未接受之旅行服務的部分相關的金額中，扣除對於該旅行服務的取消費、違約金以及其他已經支付的、或者日後將要繼續支付的費用有關的金額之後，退還給旅行者。

（旅行價款的退還）

第十九條 在依據第十四條第三項至第五項的規定實施了旅行價款的減額的場合下，或者依據前三條的規定募集型企畫旅行合同被解除的場合下，因而產生了須退還旅行者之金額的時候，如若為旅行開始前的解除相關的退還時在合同解除的次日算起的七天以內，如若為減額或者為旅行開始後的解除有關的退還時在合同文件中記載的旅行結束日的次日開始算起的三十天以內，由本公司向旅行者退還該金額。

2 本公司與旅行者締結通信合同的場合下，依據第十四條第三項至第五項的規定而對於旅行價款進行了減額的場合下，或者依據前三條的規定而解除了通信合同的場合下，當發生了須退還旅行者之金額的時候，將依據協作公司的信用卡會員規則，向旅行者退還該金額。在這種情況下，如若為旅行開始前的解除相關的退還時在合同解除的次日開始算起的七天以內，如若為減額或者為旅行開始後的解除有關的退還時在合同文件中記載的旅行結束日的次日開始算起的三十天以內，由本公司向旅行者通知需退還金額，並且將向旅行者進行通知的日期作為信用卡使用日。

3 前二項的規定並不意味著對於旅行者或者本公司依據第二十條或第三十條第一項的規定行使損害賠償請求權加以限制。

(合同解除後的歸途安排)

第二十條 當依據第十八條第一項第一號或者第三號的規定在旅行開始後募集型企畫旅行合同被解除的時候，根據旅行者的要求，本公司可以安排使旅行者返回該旅行的出發地所必要的旅行服務。

2 在前項的場合下，為返回出發地的旅行所需的一切費用，均由旅行者負擔。

## 第五章 團組合同

(團組合同)

第二十一條 本公司對於以同樣的行程同時地進行旅行的兩人以上的旅行者決定負責代表人(以下稱為“合同負責人”)申請並締結的募集型企畫旅行合同，適用於本章的規定。

(合同負責人)

第二十二條 除非締結有特別約定以外，本公司將合同負責人視為擁有代表構成該團組的旅行者(以下稱為“構成者”)進行募集型企畫旅行合同締結過程中有關的一切代理權，並且與該合同負責人進行有關該團組的旅行業務的交易。

2 合同負責人必須在本公司規定的日期以前提交構成者的名單。

3 本公司對於合同負責人現在承擔的，或者是將來預計會承擔的債務或者義務，不負有任何的責任。

4 當合同負責人與團組不同行的場合下，本公司將在旅行開始後，將事先由合同負責人任命的構成者視為合同負責人。

## 第六章 旅程管理

(旅程管理)

第二十三條 本公司將努力確保旅行者的安全且順利的旅行的實施，並且對旅行者提供如下所述的業務。但是，當本公司與旅行者簽訂了與此不同的特別約定的場合下，則不被此條所制約。

一 當判斷旅行者有可能在旅行中無法接受旅行服務的時候，將採取必要的措施，以便使旅行者能夠切實地接受按照募集型企畫旅行合同提供的旅行服務。

二 儘管採取了前號的措施，但還是有必要進行合同內容變更的時候，將進行替代性服務的安排。屆時，當進行旅行日程的變更的時候，將儘力使變更後的日程與當初的旅行日程的主要宗旨相符合。另外，當進行旅行服務內容之變更的時候，將儘力使變更後的旅行服務與當初的旅行服務同樣等，努力使合同內容的變更控制在最低的限度。

(本公司的指示)

地二十四條 旅行者在旅行開始至旅行結束期間，當進行集體活動的時候，必須遵守旨在使旅行能夠安全且順利地實施的本公司的指示。

(陪同員等的業務)

第二十五條 本公司依據旅行的內容有時會安排陪同員及其他人員同行，以進行第二十三條各號中所記之業務以及附隨於該募集型企畫旅行的，本公司認為有必要的業務之一部分或者全部。

2 前項規定的陪同員及其他人員從事本項之業務的時間，原則上為八點至二十點。

(保護措施)

第二十六條 當本公司判斷旅行中的旅行者由于生病、受傷等而處于需要護理的狀態時，會採取必要的措施。在這種場合下，當由于不屬于本公司責任之事由所引起的時候，實施該措施所發生的費用由旅行者負擔，旅行者必須將該費用在本公司指定的日期之前按照本公司所指定的方法進行支付。

## 第七章 責任

(本公司的責任)

第二十七條 在本公司履旅行募集型企畫旅行合同的過程中，由于本公司或者本公司基于第四條的規定指定的代理安排的人員（以下簡稱為“代行安排人”）的故意或者過失，而給旅行者帶來損害的時候，則承擔賠償該損害的責任。但是，僅限于在損害發生的第二天開始起算的兩年以內向本公司通知的情況下。

- 2 當旅行者由于天災地變、戰亂、暴動、交通運輸及住宿機關等中止旅行服務的提供、政府機關的命令以及其他本公司或本公司的代行安排人無法幹預的事由，而蒙受了損害的時候，則除非前項的場合以外，本公司將不承擔賠償該損失的責任。
- 3 當旅行者的隨身行李發生了第一項中規定之損害的時候，本公司將不受限制於同項的規定，在從損害發生的翌日起算，國內旅行時為十四天以內，國外旅行為二十一天以內向本公司通知的情況下，本公司將對每一位旅行者提供限度為十五萬日元的賠償（由于本公司的故意或者重大過失的場合下除外。）。)

(特別補償)

第二十八條 不管基于前條第一項的規定的本公司的責任發生與否，依據另紙所示之特別補償章程的規定，對於旅行者在參加募集型企畫旅行的過程中其生命、身體或者隨身行李遭受的一定程度的損害，本公司將支付事先規定的補償金及慰問金。

- 2 本公司對於前項的損害基于前條第一項的規定承擔責任的時候，本公司須支付的基于該責任須支付的損害賠償金的金額之限度以內的前項之補償金，即可以視為該損害補償金。
- 3 在前項的規定中，基于第一項規定的本公司的補償金支付義務是，僅對與本公司基于前條第一項的規定須支付的損害賠償金（包含依據前項的規定被視為損害賠償金的補償金）相當的金額進行減額。
- 4 對於以本公司的募集型企畫旅行參加中的旅行者為對象，另行收取旅行價款並由本公司實施的募集型企畫旅行，將作為主要募集型企畫旅行內容的一部分對待。

(旅程保證)

第二十九條 當附表第二的上欄中所示的合同內容發生重要變更（在以下的各號中所示的變更（儘管交通運輸合住宿機關等提供該旅行服務，但是由于交通運輸合住宿機關等的座位、房間及其他的諸設施不足而發生的變動除外）除外。）的場合下，本公司將在旅行價款上乘以同表下欄中記載的比率得出之金額以上的變更補償金，在旅行結束日的翌日開始算起的三十天以內予以支付。但是，關於該變更，對於本公司發生根據第二十七條第一項規定之責任已很明顯的場合下，將不受此制約。

一 由于以下所示事由的變更

- 1 天災地變
- 2 戰亂
- 3 暴動
- 4 政府機關的命令



- 5 交通運輸及住宿機關的旅行服務的中止
  - 6 並非根據當初的運行計劃的運輸服務的提供
  - 7 為了確保旅行參加者的生命或者身體安全的必要措施
- 二 根據第十六條至第十八條的規定，當募集型企畫旅行合同被解除時與該解除相關的部分之變更。

- 2 本公司應該支付的變更補償金之金額，應該以對於每一名旅行者的一項募集型企畫旅行，在旅行價款上乘以本公司規定之比率十五%以上的金額為限度。另外，當應向每一位旅行者支付的變更補償金之金額不滿一千日元的時候，本公司將不支付變更補償金。
- 3 本公司支付了基于第一項規定的變更補償金之後，當對於該項變更對於本公司發生依據第二十七條第一項規定之責任的情況已很明顯的場合下，旅行者必須將該項變更有關的變更補償金退還給本公司。這種場合下，本公司將從按照同項規定的本公司應支付的損害賠償金的金額中扣除旅行者應該退還的變更補償金之金額之後的余額進行支付。

(旅行者的責任)

- 第三十條 當由于旅行者的故意或者過失而使本公司蒙受損失的時候，該旅行者必須賠償損失。
- 2 旅行者在締結募集型企畫旅行合同之際，必須充分利用本公司提供的信息，並且努力理解旅行者的權力及義務及其他有關募集型企畫旅行合同的內容。
  - 3 旅行者在旅行開始以後，應該能夠順利接受合同文件中所記載的旅行服務，但是當萬一認識到所提供的旅行服務與合同文件不相符的時候，則必須在旅行地儘快地將該事宜向本公司、本公司的代行安排人或者該項旅行服務的提供者申明。

#### 第八章 營業保證金（為非旅行業協會保證會員的場合下）

(營業保證金)

- 第三十一條 與本公司締結了募集型企畫旅行合同的旅行者或者構成者，可以就根據該交易而發生的債權，接受本公司按照旅行業法第七條第一項的規定所供託的營業保證金的償還。
- 2 本公司將營業保證金予以供託的供託所的名稱以及地址如下。
    - 一 名稱
    - 二 所在地

#### 第八章 償還業務保證金（為旅行業協會保證會員的場合下）

(償還業務保證金)

- 第三十一條 本公司為社團法人 旅行業協會（東京都 區 町 丁目 番 號）之保證會員。
- 2 與本公司締結了募集型企畫旅行合同的旅行者或者構成者，可以就該項交易所產生的債權，從前項的社團法人 旅行業協會所供託的償還業務保證金中接受最多至日元的償還。
  - 3 本公司是按照旅行業法第二十二條的十之第一項的規定，向旅行業協會繳付的償還業務保證金之分擔金，而並非供託按照同法的第七條第一項之營業保證金。

附表第一 取消費（有關第十六條第一項）

一 有關國內旅行的取消費

劃	分	取消費
一 次項以外的募集型企畫旅行合同		
a	自旅行開始日的前一天開始倒算的第二十天（當天往返的旅行為第十天）之後解除的場合下（由 b 至 e 項中所記載的場合除外）。	旅行價款的 20%以內
b	自旅行開始日的前一天開始倒算的第七天之後解除的場合下（由 c 至 e 項中所記載的場合除外）。	旅行價款的 30%以內
c	在旅行開始的前一天解除的場合下。	旅行價款的 40%以內
d	在旅行開始的當天解除的場合下。（在 e 項中所記載的場合除外）	旅行價款的 50%以內
e	旅行開始之後的解除或者是無任何聯絡而不參加的場合。	旅行價款的 100%以內
二 利用包租船只的募集型企畫旅行合同		依據有關該船 只的取消費規 定。
備注 將取消費的金額，明示於合同文件。		

二 有關國外旅行的取消費

劃	分	取消費
一 從我國出境或者在回國時利用飛機的募集型企畫旅行合同（次項中所示的旅行除外）		
a	旅行開始日為高峰季節之旅行，且自旅行開始日的前一天開始倒算的第四十天之後解除的場合下（由 b 至 d 項中所記載的場合除外）。	旅行價款的 10%以內
b	旅行開始日的前一天開始倒算的第三十天之後解除的場合下（由 c 至 d 項中所記載的場合除外）。	旅行價款的 20%以內
c	在旅行開始日的前一天解除的場合下（d 項中所記載的場合除外）。	旅行價款的 50%以內
d	在旅行開始之後的解除或者是無任何聯絡並不參加的場合下	旅行價款的 100%以內
二 利用包機的募集型企畫旅行合同		

a 自旅行開始日的前一天開始倒算的第九十天之後解除的場合下（由 b 至 d 項中所記載的場合除外）。	旅行價款的 20%以內
b 自旅行開始日的前一天開始倒算的第三十天之後解除的場合下（由 c 至 d 項中所記載的場合除外）。	旅行價款的 50%以內
c 自旅行開始日的前一天開始倒算的第二十天之後解除的場合下（在 d 項中所記載的場合除外）。	旅行價款的 80%以內
d 自旅行開始日的前一天開始倒算的第三天之後解除的場合或者在無任何聯絡的情況下不參加的場合下。	旅行價款的 100%以內
三 在從我國出境時及回國時利用包租船只的募集型企畫旅行合同	依據該船只有 關取消費的規 定
注 所謂“高峰季節”是指每年的十二月二十日至一月七日、四月二十七日至五月六日以及七月二十日至八月三十一日。	
備注 將取消費的金額，明示於合同文件。	

附表第二 變更補償金（有關第二十九條第一項）

產生支付變更補償金必要的變更	每一件的比率(%)	
	旅行開始前	旅行開始後
一 合同文件上記載的旅行開始日或者旅行結束日的變更	1. 5	3. 0
二 合同文件上記載的入場的遊覽地或者遊覽設施（包含餐館）以及其他旅行目的的變更	1. 0	2. 0
三 變更為低于合同文件上記載的交通運輸機關的等級或設備的費用的時候（僅限于變更後的等級及設備的費用的總計金額低于合同文件上記載的等級以及設備的場合）	1. 0	2. 0
四 合同文件上記載的交通運輸機關的種類或者公司名稱的變更	1. 0	2. 0
五 變更為與合同文件上記載的在我國國內的旅行開始地的機場或者旅行結束地的機場不同的航班時	1. 0	2. 0
六 由合同文件上記載的我國境內與境外之間的直達航班變更為轉乘航班或者經由航班時	1. 0	2. 0
七 合同文件上記載的住宿機關的客房的種類或者名稱的變更	1. 0	2. 0
八 合同文件上記載的住宿機關的客房的種類、設備、景觀及其他的客房條件的變更	1. 0	2. 0
九 前面各號中所記載的變更中，在合同文件中的短途旅行標題中有記載的事項的變更	2. 5	5. 0

注一 所謂“旅行開始前”是指就該變更在旅行開始日的前一天，向旅行者進行了通知，而“旅行開始後”是指在旅行開始的當天之後，向旅行者進行了通知。

注二 當有確定文件予以交付的場合下，將寫有“合同文件”部分換用為“確定文件”之後，即可以適用於此表。在這種場合下，合同文件的記載內容與確定文件的記載內容之間，或者確定文件的記載內容與實際提供的旅行服務的內容之間發生了變更的時候，則將各個的變更作為一件處理。

注三 當第三號或第四號中所記載的變更有關的運輸機關需要使用住宿設施的場合下，則住宿一天為一件。

注四 關於第四號中所記載之運輸機關的公司名稱的變更，不能適用於等級或者設備變更為更高的場合。

注五 即使是在第四號或第七號或者第八號中所記載的變更，在一次乘車船等或者在一次住宿中發生多次的場合下，也將一次乘車船等或者一次住宿，作為一件處理。

注六 關於第九號中所記載的變更，不適用於第一號至第八號的比率，而應當依據第九號辦理。

## 預訂型企畫旅行合同部分

### 第一章 總 則

#### (使用範圍)

第一條 本公司與旅行者之間締結的預訂型企畫旅行合同（以下簡稱為“預訂型企畫旅行合同”），將遵照本條款的規定執行。關於在本條款中未規定的事項，將遵照相關的法令或者一般已經得到確立的慣例執行。

2 本公司在不違反法律，且不給旅行者帶來不利的範圍內以書面方式締結有特別約定的時候，將不受制約於前項的規定，而優先執行該特別約定。

#### (用語的定義)

第二條 本條款中的“預訂型企畫旅行”是指本公司依據旅行者的委託，制訂有關旅行的目的地及日程、旅行者能夠接受到的交通運輸或者住宿服務的內容，以及規定旅行者應向本公司支付的旅行價款金額的旅行計劃，而依據此計劃實施的旅行。

2 本條款中的“國內旅行”，是指限于在我國國內的旅行，“國外旅行”是指國內旅行以外的旅行。

3 在本部分中，“通信合同”是指本公司與有協作關係的信用卡公司（以下簡稱為“協作公司”）的信用卡會員之間通過電話、郵件、傳真及其他的通信手段提出預約而締結的預訂型企畫旅行合同，本公司對於旅行者所負有的基于預訂型企畫旅行合同的旅行價款等有關的債權或債務，對於依據該債權或債務的履行日以後另行規定的協作公司的信用卡會員規約進行的結算，在旅行者事先承諾並且將該預訂型企畫旅行合同的旅行價款等，依據第十二條第二項、第十六條第一項的後半段、第十九條第二項所規定的方法進行的支付為內容的預訂型企畫旅行合同。

4 在此部分中的“電子承諾通知”，是指通過在利用信息通信技術的方法中，本公司或者代理推銷本公司預訂型企畫旅行的公司所使用的電子計算機、傳真機、電傳機或者電話機（以下簡稱為“電子計算機等”）與旅行者使用的電子計算機等通過相連接所使用的電氣通信線路，以發送信件的方法所進行的對於合同的預約之承諾的通知。

5 在本條款中，“卡的使用日”是指旅行者或者本公司依據預訂型企畫旅行合同，所應履行的旅行價款等的支付或者退還債務的日期。

#### (旅行合同的內容)

第三條 本公司應該承擔安排、管理旅程的業務，以便使旅行者在預訂型企畫旅行合同中，按照本公司所定的旅行日程接受交通運輸、住宿機關等所提供的交通運輸、住宿及其他的有關於旅行的服務（以下簡稱為“旅行服務”）

#### (代行安排人)

第四條 本公司在履行預訂型企畫旅行合同的過程中，有時會將安排業務的全部或者一部分委託給我國國內或國外的其他旅遊業同業者、以安排業務為業的人員、及其他的輔助人員代為辦理。

### 第二章 合同的締結

#### (企畫文件的交付)

第五條 當有意向本公司申請預訂型企畫旅行合同的旅行者提出請求的時候，除非本公司在業務上有所不便的情況以外，將向旅行者交付記載有依據該委託內容制訂的旅行日程、旅

行服務的內容、旅行價款及其他旅行條件的企畫內容的文件（以下簡稱為“企畫文件”）。

- 2 本公司在前項的企畫文件中，作為旅行價款的細目，有時會明示有關企畫的辦理費用（以下簡稱為“企畫費用”）。

（合同的申請）

第六條 有關前條第一項的企畫文件中記載的企畫內容，有意向本公司申請締結預訂型企畫旅行合同的旅行者，必須在本公司所規定的申請書（以下簡稱為“申請書”）上填寫所規定的事項之後，將本公司另行規定之金額的申請費，一並提交給本公司

- 2 當就有關於前條第一項的企畫文件上所記載的企畫內容，有意向本公司申請通信合同的旅行者，可不受制約於前項的規定，但必須將會員號碼及其他事項通知本公司。
- 3 第一項的申請費，將作為旅行價款（包含明示了其細目金額的企畫費用）或者取消費或者違約金的一部分處理。
- 4 在參加預訂型企畫旅行之際，如有必要得到特別的照料的旅行者，應該在進行合同申請的時候提出。
- 5 基于前項的申請，本公司為旅行者采取特別的措施而發生的必要費用，應由旅行者負擔。

（拒絕締結合同）

第七條 本公司在以下列舉事項的場合下，會不接受預訂型企畫旅行合同的締結。

- 一 當旅行者有可能會給其他旅行者招致麻煩，或者有可能會妨礙集體活動的順利實施的時候。
- 二 當本公司在推進業務方面有必要時。
- 三 當需要締結通信合同的時候，由于旅行者所持有的信用卡無效，而使旅行者不能按照協作公司的信用卡會員規則，就旅行價款等有關的債務的一部分或全部進行結算的時候。

（合同成立的時間）

第八條 預訂型企畫旅行合同，在本公司對於合同的締結予以承諾，並且在受理了第六條第一項的申請手續費的時候，即告成立。

- 2 通信合同將不受前項所限，當本公司發出有關承諾合同締結的通知的時候，即為成立。但是，在該合同中如果是發送電子承諾通知的場合下，則以該通知到達旅行者的時候為合同成立。

（合同文件的交付）

第九條 本公司在前項規定的合同成立之後，將儘快地向旅行者交付記載有旅行日程、旅行服務的內容、旅行價款及其他旅行條件，以及有關本公司的責任之事項的文件（以下簡稱為“合同文件”）。

- 2 當第五條第一項的區化文件中明確記載有企畫費用之金額的場合下，本公司即將該金額明示於前項的合同文件中。
- 3 本公司依據預訂型企畫旅行合同進行安排，並對旅程的管理負有義務的旅行服務的範圍為第一項的合同文件中所記載的內容。

（確定文件）

第十條 在前條第一項的合同文件中，當確定的旅行日程、交通運輸、或者住宿設施的名稱不能記載的場合下，則應該在該合同中將預定使用的住宿機關以及在制訂旅行計劃上重要的交通運輸機關的名稱予以限定並列出，並且在將該合同文件交付後，至旅行開始日的前一天（即從旅行開始日的前一天倒算的第七天之後申請預訂型企畫旅行合同的場合下，為旅行開始日）的該合同文件規定的日期之前，交付記載了這些確定情況的文件（以下簡稱為“確定文件”）

2 在前項的場合下，如果有旅行者希望確認有關安排情況並提出詢問的時候，則即使是在交付確定文件之前，本公司也將儘快地予以恰當的答復。

3 當交付了第一項的確定文件的場合下，依據前條第二項所規定的本公司負有的安排和管理旅程之義務的旅行服務的範圍，將被特定於該確定文件中所記載的內容。

(利用信息通信技術的方法)

第十一條 本公司在事先得到旅行者的承諾的前提下，將企畫文件、締結預訂型企畫旅行合同時向旅行者交付的記載有旅行日期、旅行服務的內容、旅行價款及其他的旅行條件以及與本公司的責任有關的事項的文件、合同文件或者確認文件，取而代之以利用信息通信的方法，將該文件應記載的事項（以下在此條中稱為“記載事項”）進行了提供的時候，將確認在旅行者使用的通信設備中備有的文件中記載事項是否已經得到紀錄。

2 在前項的場合下，當旅行者使用的通信設備中沒有具備為紀錄記載事項的文件的時候，將在本公司使用的通信設備中所備有的文件（僅限于專門供旅行者用的文件）中紀錄記載事項，並就旅行者是否已經閱覽了記載事項進行確認。

第十二條 旅行者應該在旅行開始日之前的合同文件所記載的日期之前，向本公司支付合同文件中所記載金額之旅行價款。

2 當締結了通信合同的時候，本公司將通過協作公司的信用卡在沒有旅行者在所規定發票上簽字的情況下，收取合同文件中記載的金額的旅行價款。另外，信用卡的使用日即為旅行合同成立日。

### 第三章 合同的變更

(合同內容的變更)

第十三條 旅行者可以向本公司提出對於有關旅行日程、旅行服務的內容以及其他預訂型企畫旅行合同的內容（以下簡稱為“合同內容”）進行變更的要求。在這種場合下，本公司將盡可能地滿足旅行者的要求。

2 當發生天災地變、戰亂、暴動、交通運輸、住宿機關等的旅行服務業務的中止、行政機關的命令、並非依據當初的運行計劃的交通運輸之提供、以及發生了其他本公司無法幹預的事由的場合下，為了使旅行能夠得到安全順利的實施，在不得已的情況下有時會儘快地將與該事由發生無關的理由及與該事由的因果關係予以說明，並且對於合同的內容進行變更。但是，當事態緊急的場合下，在不得已的情況下，會在變更之後進行說明。

(旅行價款的變更)

第十四條 在實施預訂型企畫旅行的過程中利用的交通運輸機關而收取的適用運費、使用費（以下在本條內簡稱為“適用運費、使用費”），由于明顯的經濟形勢的變化等原因，而與接受訂貨型企畫旅的合同文件交付之際明示的，並在當時作為有效內容而公布的適用運費、使用費相比，出現了大幅度地超出通常能夠想像的程度的金額之增加和減少的場合下，本公司可以在該增加和減少的金額範圍以內，進行旅行價款的增加或者減少。

2 當本公司依據前項的規定進行旅行價款之增加的時候，將在旅行開始日的前一天開始倒算的第十五日之前，向旅行者通知該內容。

3 當本公司進行第一項所規定的適用運費、使用費的減額的時候，則依據同項的規定，只將該減少金額從旅行價款中減除。

4 當本公司依據前條規定合同內容的變更實施旅行所需費用（包含由于該合同內容的變更而發生的未能接受該項的旅行服務的取消費、違約費以及其他的已經支付的，或者日後還必須支付的費用。）發生了增加或減少的場合下（費用的增加是由于，儘管交通運輸、住宿

機關等仍在提供該項的旅行服務，但是由于交通運輸、住宿機關的等的座位、客房及其他諸設施的不足而發生的場合除外)，本公司在進行該合同內容變更之際，有時會在該合同內容的範圍以內進行旅行價款的變更。

- 5 當本公司依據交通運輸、住宿設施等的利用人員而發生旅行價款變動之內容記載於合同文件中的場合下，當由于預訂型企畫旅行合同成立之後的不歸屬於本公司的責任的事由，而使該項的利用人員發生變更的時候，會依合同文件中所記載的內容，對於旅行價款的金額進行變更。

(旅行者的替代)

第十五條 與本公司締結了預訂型企畫旅行合同的旅行者，在取得本公司承諾之後，可以將在合同中的地位，轉讓給第三者。

- 2 當旅行者需要向本公司請求前項規定的承諾的時候，必須在本公司所規定的表格中填寫所規定的事項之後，與所規定的金額的手續費一並提交本公司。
- 3 第一項的合同中的地位之轉讓，在當本公司予以承諾之後方才生效，之後，接受了合同中的地位之轉讓的第三者，將繼承旅行者有關預訂型企畫旅行合同的一切權力及義務。

#### 第四章 合同的解除

(旅行者的解除權)

第十六條 旅行者不論在任何時候，都可以在向本公司支付附表第一中規定的取消費的條件下，解除預訂型企畫旅行合同。當解除通信合同的場合下，本公司可以依據協作公司的信用卡向所規定的發票，在沒有旅行者簽字的情況下收取取消費。

- 2 旅行者在如下所述的場合下，可以在不受制約於前項規定，並不須在旅行開始前支付取消費的前提下，解除預訂型企畫旅行合同。

- 一 由于本公司對於合同內容進行了變更的時候。但是，該變更僅限于附表第二之上欄所示之其他重要的事項。
- 二 基于第十四條第一項的規定，對於旅行價款進行了增額的時候。
- 三 由于天災地變、戰亂、暴動、交通運輸及住宿機關等中止旅行服務的提供、政府機關的命令以及其他的事由，而使旅行不能在安全且順利的情況下實施，或者這種不可能成為現實的可能性極大的時候。
- 四 本公司在第十條第一項規定的日期之前，未向旅行者交付確定文件的時候。
- 五 由于歸屬於本公司之責任的事由，而使得按照合同文件中記載的旅行日程實施旅行成為不可能之狀態的時候。

- 3 旅行者在旅行開始後，由于不屬於該旅行者責任之事由，而不能接受合同文件中記載的旅行服務的時候，或者當本公司將該事項進行了通知的時候，則與第一項的規定無關，並且在不須支付取消費的條件下，對於不能接受旅行服務的相關部分的合同予以解除。

- 4 在前項的場合下，本公司將對旅行價款中不能接受旅行服務的該部分的金額退還給旅行者。但是，當前項的情況並非起因於本公司責任的場合下，將從該當金額中扣除對於該旅行服務的取消費、違約費及其他的已經支付或日後尚需繼續支付費用有關的金額之後，退還給旅行者。

(本公司的解除權－旅行開始前的解除)

第十七條 本公司在如下所述的場合下，可以在向旅行者說明理由的情況下，在旅行開始前，將預訂型企畫旅行合同予以解除。

- 一 當判斷旅行者由于生病或者由于沒有必要的護理人員，則難以承受該旅行的時候。



- 二 當判斷旅行者會煩擾其他的旅行者，或者會妨礙到團體旅行的順利實施的時候。
  - 三 當旅行者提出超出有關合同內容合理範圍的負擔之要求的時候。
  - 四 在以滑雪為目的的旅行中必要的降雪量等旅行實施條件，不能實現在合同締結之際所明示的降雪量之可能性極大的時候。
  - 五 由于天災地變、戰亂、暴動、交通運輸及住宿機關等中止旅行服務的提供、政府機關的命令以及其他的本公司無法幹預的事由，而使旅行不能按照合同文件上記載的旅行日程，在安全且順利的情況下實施，或者這種不可能成為現實的可能性極大的時候
  - 六 當締結了通信合同的場合下，出現了旅行者所持有的信用卡無效的情況等，而使旅行者無法按照協作公司的信用卡會員規則，就有關旅行價款的債務的一部分或全部進行結算的時候。
- 2 旅行者在第十二條第一項的合同文件上記載的日期之前未支付旅行價款的的時候，即作為在該日期的翌日由旅行者解除了預訂型企畫旅行合同處理。在這種場合下，旅行者必須向本公司支付相當於前條第一項所規定的取消費之金額的違約金。

(本公司的解除權－旅行開始後的解除)

第十八條 本公司依在以下所述的場合下，即使是在旅行已經開始的情況下，也可以在將理由向旅行者進行說明的基礎上，將預訂型企畫旅行合同的一部分予以解除。

- 一 旅行者由于生病、沒有必要的護理人員，或其他的事由而不堪繼續旅行的時候。
  - 二 旅行者違背了通過陪同人員及其他人員所傳達的，旨在為安全且順利地實施旅行的本公司的指示，並且對這些人員或者同行的其他旅行者施加暴力或威脅等，從而擾亂了集體行動的紀律，妨礙了該旅行的安全且順利的實施的時候。
  - 三 由于天災地變、戰亂、暴動、交通運輸及住宿機關等中止旅行服務的提供、政府機關的命令以及其他的本公司無法幹預的事由，而使旅行不可能繼續下去的時候。
- 2 本公司基于前項的規定解除了預訂型企畫旅行合同的的時候，本公司與旅行者之間的合同關係，只是向著將來的部分的失效。在這種場合下，關於旅行者已經接受的旅行服務相關的本公司的債務，即作為已經進行了有效的償還。
- 3 在前項的場合下，本公司將從旅行價款中旅行者尚未接受的旅行服務的部分相關的金額中，扣除對於該旅行合同的取消費、違約金以及其他已經支付的、或者將要繼續支付的費用有關的金額之後，退還給旅行者。

(旅行價款的退還)

第十九條 在依據第十四條第三項至第五項的規定實施了旅行價款的減額的場合下，或者依據前三條的規定預訂型企畫旅行合同被解除的場合下，因而產生了須退還旅行者之金額的時候，如若為旅行開始前的解除相關的退還時在合同解除的次日算起的七天以內，如若為減額或者為旅行開始後的解除有關的退還時，在合同文件中記載的旅行結束日的次日開始算起的三十天以內，由本公司向旅行者退還該金額。

- 2 本公司與旅行者締結通信合同的場合下，依據第十四條第三項至第五項的規定而對於旅行價款進行了減額的時候，或者依據前三條的規定而解除了通信合同的場合下，當發生了須退還旅行者之金額的時候，將依據協作公司的信用卡會員規則，向旅行者退還該金額。在這種情況下，如若為旅行開始前的解除相關的退還時在合同解除的次日開始算起的七天以內，如若為減額或者為旅行開始後的解除有關的退還時在合同文件中記載的旅行結束日的次日開始算起的三十天以內，由本公司向旅行者通知需退還金額，並且將向旅行者進行通知的日期作為信用卡使用日。
- 3 前二項的規定並不意味著對於旅行者或者本公司依據第二十八條或第三十一條第一項的規

定行使損害賠償請求權加以限制。

(合同解除後的歸途安排)

第二十條 當依據第十八條第一項第一號或者第三號的規定在旅行開始後預訂型企畫旅行合同被解除的時候，根據旅行者的要求，本公司可以安排使旅行者返回該旅行的出發地所必要的旅行服務。

2 在前項的場合下，為返回出發地的旅行所需的一切費用，均由旅行者負擔。

## 第五章 團組合同

(團組合同)

第二十一條 本公司對於以同樣的行程同時地進行旅行的兩人以上的旅行者決定負責代表人(以下稱為“合同負責人”)申請並締結的預訂型企畫旅行合同，將適用於本章的規定。

(合同負責人)

第二十二條 除非締結有特別約定以外，本公司將合同負責人視為擁有構成該團體的旅行者(以下稱為“構成者”)進行預訂型企畫旅行合同締結過程中有關的所有代理權，並且與該合同負責人進行有關該團組的旅行業務的交易。

2 合同負責人必須在本公司規定的日期以前提交構成者的名單。

3 本公司對於合同負責人現在承擔的，或者是將來預計會承擔的債務或者義務，不負有任何的責任。

4 當合同負責人與團組不同行的場合下，本公司將在旅行開始後，將事先由合同負責人任命的構成者視為合同負責人。

第二十三條 在本公司與合同負責人締結預訂型企畫旅行合同的過程中，會不受制約於第六條第一項的規定，並在沒有收到申請費支付的情況下承諾預訂型企畫旅行合同的締結。

2 在基于前項的規定在沒有收到申請費的情況下締結預訂型企畫旅行合同的場合下，本公司將向合同負責人交付記載有該宗旨的文件，並且預訂型企畫旅行合同，也以本公司交付了該文件之時，作為合同的成立。

## 第六章 旅程管理

(旅程管理)

第二十四條 本公司將努力確保旅行者的安全且順利的旅行的實施，並且對旅行者提供如下所述的業務。但是，當本公司與旅行者簽訂了與此不同的特別約定的場合下，則不被此條所制約。

一 當判斷旅行者有可能在旅行中無法接受旅行服務的時候，將採取必要的措施，以便使旅行者能夠切實地接受按照預訂型企畫旅行合同提供的旅行服務。

二 儘管採取了前號的措施，但還是有必要進行合同內容變更的時候，將進行替代性服務的安排。屆時，當進行旅行日程的變更的時候，將儘力使變更後的日程與當初的旅行日程的主要內容相符合。另外，當進行旅行服務內容之變更的時候，將儘力使變更後的旅行服務與當初的旅行服務同樣等，努力使合同內容的變更控制在最低的限度。

(本公司的指示)

第二十五條 旅行者在旅行開始至旅行結束期間，當進行集體活動的時候，必須遵守旨在使旅行能夠安全且順利地實施的本公司的指示。

(陪同員等的業務)

第二十六條 本公司依據旅行的內容有時會安排陪同員及其他人員同行，以進行第二十四條

各號中所記載之業務以及附隨於該預訂型企畫旅行的，本公司認為有必要的業務之一部分或者全部。

- 2 前項規定的陪同員及其他人員從事本項之業務的時間，原則上為八點至十二點。  
(保護措施)

第二十七條 當本公司判斷旅行中的旅行者由于生病、受傷等而處于需要護理的狀態時，會采取必要的措施。在這種場合下，當不屬於本公司責任之事由所引起的時候，實施該措施所發生的費用由旅行者負擔，旅行者必須將該費用在本公司指定的日期之前按照本公司所指定的方法進行支付。

## 第七章 責任

(本公司的責任)

第二十八條 在本公司履旅行預訂型企畫旅行合同的過程中，由于本公司或者本公司基于第四條的規定指定的代理安排的人員（以下簡稱為“代行安排人”）的故意或者過失，而給旅行者帶來損害的時候，本公司將承擔對於該損害予以賠償的責任。但是，僅限于在損害發生的第二天開始起算的兩年以內向本公司通知的情況下。

- 2 當旅行者由于天災地變、戰亂、暴動、交通運輸及住宿機關等中止旅行服務的提供、政府機關的命令以及其他的本公司無法幹預的事由，而蒙受了損害的時候本公司將不承擔賠償該損失的責任。
- 3 當旅行者的隨身行李發生了第一項中規定之損失的時候，本公司將不受限制於同項的規定，在從損害發生的翌日起算，國內旅行時為十四天以內，國外旅行為二十一天以內向本公司通知的情況下，本公司將對每一位旅行者提供限度為十五萬日元的賠償（由于本公司的故意所造成或者存在重大過失的場合下除外。）。)

(特別補償)

第二十九條 不管基于前條第一項的規定的本公司的責任發生與否，依據另紙所示之特別補償章程的規定，對於旅行者在參加預訂型企畫旅行的過程中其生命、身體或者隨身行李遭受的一定程度的損害，本公司將支付事先規定的補償金及慰問金。

- 2 本公司對於前項的損害基于前條第一項的規定承擔責任的時候，本公司必須支付的基于該責任之損害賠償金的金額限度以內的前項之補償金，即可以視為該損害補償金。
- 3 在前項的規定中，基于第一項規定的本公司的補償金支付義務是，僅對與本公司基于前條第一項的規定須支付的損害賠償金（包含依據前項的規定被視為損害賠償金的補償金）相當的金額進行減額。
- 4 對於以本公司的預訂型企畫旅行參加中的旅行者為對象，另行收取旅行價款並由本公司實施的預訂型企畫旅行，將作為主要預訂型企畫旅行內容的一部分對待。

(旅程保證)

第三十條 當附表第二的上欄中所示的合同內容發生重要變更（在以下的各號中所示的變更（儘管交通運輸合住宿機關等提供著該旅行服務，但是由于交通運輸合住宿機關等的座位、房間及其他的諸設施不足而發生的變動除外）除外。）的場合下，本公司將在旅行價款上乘以同表下欄中記載的比率得出之金額以上的變更補償金，在旅行結束日的翌日開始算起的三十天以內予以支付。但是，關於該變更，對於本公司發生根據第二十八條第一項規定之責任已很明顯的場合下，將不受此制約。

一 由于以下所示事由的變更

- 1 天災地變

- 2 戰亂
  - 3 暴動
  - 4 政府機關的命令
  - 5 交通運輸及住宿機關的旅行服務的中止
  - 6 並非依據當初的運行計劃的運輸服務的提供
  - 7 為了確保旅行參加者的生命或者身體安全的必要措施
- 二 根據第十三條至第十八條的規定，當預訂型企畫旅行合同被解除時與該項解除相關的部分之變更。

- 2 本公司應該支付的變更補償金之金額，應該以對於每一名旅行者的一項預訂型企畫旅行，在旅行價款上乘以本公司規定之比率十五%的金額為限度。另外，當應向每一位旅行者支付的變更補償金之金額不滿一千日元的時候，本公司將不支付變更補償金。
- 3 本公司支付了基於第一項規定的變更補償金之後，當對於該項變更對於本公司發生依據第二十八條第一項規定之責任的情況已很明顯的場合下，旅行者必須將該項變更有關的變更補償金退還給本公司。在這種場合下，本公司將從按照同項規定的本公司應支付的損害賠償金的金額中扣除旅行者應該退還的變更補償金之金額之後的余額進行支付。

(旅行者的責任)

第三十一條 當由于旅行者的故意或者過失而使本公司蒙受損失的時候，該旅行者必須賠償損失。

- 2 旅行者在締結預訂型企畫旅行合同之際，必須充分利用本公司提供的信息，並且努力理解旅行者的權力及義務及其他有關預訂型企畫旅行合同的內容。
- 3 旅行者在旅行開始以後，應該能夠順利接受合同文件中所記載的旅行服務，但是當萬一認識到所提供的旅行服務與合同文件不相符的時候，則必須在旅行地儘快地將該事宜向本公司、本公司的代行安排人或者該項旅行服務的提供者申明。

## 第八章 營業保證金（為非旅行業協會保證會員的場合下）

(營業保證金)

第三十二條 與本公司締結了預訂型企畫旅行合同的旅行者或者構成者，可以就根據該交易而發生的債權，接受本公司按照旅行業法第七條第一項的規定所供託的營業保證金的償還。

- 2 本公司將營業保證金予以供託的供託所的名稱以及地址如下。

- 一 名稱
- 二 所在地

## 第九章 償還業務保證金（為旅行業協會保證會員的場合下）

(償還業務保證金)

第三十二條 本公司為社團法人 旅行業協會（東京都 區 町 丁目 番 號）之保證會員。

- 2 與本公司締結了預訂型企畫旅行合同的旅行者或者構成者，可以就該項交易所產生的債權，從前項的社團法人 旅行業協會所供託的償還業務保證金中接受最多至日元的償還。
- 3 本公司是按照旅行業法第二十二條的十之第一項的規定，向旅行業協會繳付的償還業務保證金之分擔金，而並非供託按照同法的第七條第一項之營業保證金。

附表第一 取消費（有關第十六條第一項）

一 有關國內旅行的取消費

劃分	取消費
(一) 次項以外的預訂型企畫旅行合同	
a 為 b 至 f 項中記載的場合以外的場合 (僅限于本公司在合同文件中明示了企畫費之金額的場合)。	相當於企畫費的金額
b 自旅行開始日的前一天開始倒算的第二十天之後解除的場合下 (由 c 至 f 項中所記載的場合除外)。	旅行價款的 20% 以內
c 自旅行開始日的前一天開始倒算的第七天之後解除的場合下 (由 d 至 f 項中所記載的場合除外)。	旅行價款的 30% 以內
d 在旅行開始的前一天解除的場合下。	旅行價款的 40% 以內
e 在旅行開始的當天解除的場合下。(在 f 項中所記載的場合除外)	旅行價款的 50% 以內
f 旅行開始之後的解除或者是無任何聯絡而不參加的場合。	旅行價款的 100% 以內
(二) 利用包租船只的預訂型企畫旅行合同	依據有關該船只的取消費規定。
備注 將取消費的金額，明示於合同文件。	

二 有關國外旅行的取消費

劃分	取消費
一 從我國出境或者在回國時利用飛機的預訂型企畫旅行合同 (次項中所示的旅行除外)	
a 為 b 至 d 項中記載的場合以外的場合 (僅限于本公司在合同文件中明示了企畫費之金額的場合)。	相當於企畫費的金額
b 由旅行開始日的前一天開始倒算的第三十天之後解除的場合下 (由 c 至 d 項中所記載的場合除外)。	旅行價款的 20% 以內
c 在旅行開始日的前兩天以後解除的場合下 (d 項中所記載的場合除外)。	旅行價款的 50% 以內
d 在旅行開始之後的解除或者是無任何聯絡並不參加的場合	旅行價款的 100% 以內

二 利用包機的預訂型企畫旅行合同	
a 為 b 至 e 項中記載的場合以外的場合（僅限于本公司在合同文件中明示了企畫費之金額的場合）。	相當於企畫費的金額
b 自旅行開始日的前一天開始倒算的第九十天之後解除的場合下（由 c 至 e 項中所記載的場合除外）。	旅行價款的 20%以內
c 自旅行開始日的前一天開始倒算的第三十天之後解除的場合下（由 d 至 e 項中所記載的場合除外）。	旅行價款的 50%以內
d 自旅行開始日的前一天開始倒算的第二十天之後解除的場合下（在 e 項中所記載的場合除外）。	旅行價款的 80%以內
e 自旅行開始日的前一天開始倒算的第三天之後解除的場合或者在無任何聯絡的情況下不參加的場合下。	旅行價款的 100%以內
三 在從我國出境時及回國時利用船只的預訂型企畫旅行合同	依據該船有關的取消費有關的規定
備注 將取消費的金額，明示於合同文件。	

附表第二 變更補償金（有關第三十條第一項）

產生支付變更補償金必要的變更	每一件的比率(%)	
	旅行開始前	旅行開始後
一 合同文件上記載的旅行開始日或者旅行結束日的變更	1. 5	3. 0
二 合同文件上記載的入場的遊覽地或者遊覽設施（包含餐館）以及其他旅行目的的變更	1. 0	2. 0
三 變更為低于合同文件上記載的交通運輸機關的等級或設備的費用的時候（僅限于變更後的等級及設備的費用的總計金額低于合同文件上記載的等級以及設備的場合）	1. 0	2. 0
四 合同文件上記載的交通運輸機關的種類或者公司名稱的變更	1. 0	2. 0
五 變更為與合同文件上記載的在我國國內的旅行開始地的機場或者旅行結束地的機場不同的航班時	1. 0	2. 0
六 由合同文件上記載的我國國內與國外之間的直達航班變更為轉乘航班或者經由航班時	1. 0	2. 0
七 合同文件上記載的住宿機關的客房的種類或者名稱的變更	1. 0	2. 0
八 合同文件上記載的住宿機關的客房的種類、設備、景觀及其他的客房條件的變更	1. 0	2. 0

注一 所謂“旅行開始前”是指就該變更在旅行開始日的前一天，向旅行者進行了通知，而“旅行開始後”是指在旅行開始的當天之後，向旅行者進行了通知。

注二 當有確定文件予以交付的場合下，將寫有“合同文件”部分換用為“確定文件”之後，即可以適用於此表。在這種場合下，合同文件的記載內容與確定文件的記載內容之間，或者確定文件的記載內容與實際提供的旅行服務的內​​容之間發生了變更的時候，則將各個的變更作為一件處理。

注三 當第三號或第四號中所記載的變更有關的運輸機關需要使用住宿設施的場合下，則住宿一天為一件。

注四 關於第四號中所記載之運輸機關的公司名稱的變更，不能適用於等級或者設備變更為更高的場合。

注五 即使是在第四號或第七號或者第八號中所記載的變更，在一次乘車船等或者在一次住宿中發生多次的場合下，也將一次乘車船等或者一次住宿，作為一件處理。

## 特別補償規程

### 第一章 補償金等的支付

(本公司的支付責任)

第一條 參加本公司企畫旅行的旅行者，由于在參加該企畫旅行的過程中發生的急劇且偶然的事務（以下簡稱為“事故”），而導致身體遭受傷害的時候，本公司將依據本章至第四章的規定，向旅行者或者其法定的繼承人支付死亡補償金、後遺癥障礙補償金、住院慰問金以及就醫慰問金（以下簡稱為“補償金等”）。

2 前項的傷害中，包含由身體的外部偶然性且一時性地吸入、吸收了或者攝取了有毒氣體或者有毒物質時所急劇地發生的中毒癥狀（持續性地吸入、吸收或攝取而導致的中毒癥狀除外）。但是，將不包含細菌性食物中毒。

(用語的定義)

第二條 在本規程中的“企畫旅行”是指在標準旅行業條款之募集型企畫旅行合同部分的第二條第一項以及接受訂貨型企畫旅行合同部分的第二條第一項中所規定的內容。

2 在本規程中“企畫旅行參加中”是指旅行者以參加企畫旅行為目的而接受本公司通過事先安排的车票類等所提供的該企畫旅行日程中規定之最初的交通運輸、住宿機關等的服務開始的時間，至接受最後的交通運輸、住宿機關的服務並完了的期間。但是，當旅行者從事先確定的企畫旅行的行程脫離的場合下，在脫離及回歸的預定日期時間已向本公司事先提出的時候，則將從脫離時至回歸的預定時間為止的期間作為“企畫旅行參加中”，另外，當旅行者就脫離及回歸的預定日期時間未提出報告即行脫離的時候，或者在沒有告知回歸的預定即行脫離的時候，則該脫離時至會回歸時的期間或者從該脫離時乃至其後，將不作為“企畫旅行參加中”。另外，當該旅行日程中規定有旅行者不接受任何與本公司的安排有關的交通運輸、住宿機關等提供的服務之日期（將依據旅行地的標準時間）的場合下，並且將該宗旨以及對於由于該日期發生的事故而使旅行者遭受的損害，將不予支付依據本規程的補償金及慰問金之宗旨業已明示在合同文件上的時候，則該日不作為“企畫旅行參加中”對待。

3 前項的“開始接受所提供之服務的時間”，是指在以下各號中的其中之一的時間。

一 當陪同員、本公司的使用人或代理人進行受理時，則在該受理完了之後。

二 在前號的受理不進行的場合下，則為最初的交通運輸、住宿機關等進行了如下內容時

a 為利用飛機時，在完成了登機手續時

b 為利用客船時，在完成了乘船手續時

c 為利用鐵路交通時，在檢票結束時或無檢票口時在該列車乘車時

e 為利用車輛時，在乘車時

f 為住宿機關時，在該設施進入時

g 為住宿機關以外時，則為該設施的利用手續結束時

4 第二項的“接受所提供的服務結束時”，是指在以下各號中的其中之一的時間。

一 當陪同員、本公司的使用人或代理人宣布解散時，則在該宣布完了之後。



二 在前號有關解散的通知不進行的場合下，則為最後的交通運輸、住宿機關等進行了如下內容時

- a 為利用飛機時，在從只有乘客可以進入的飛機機內退出時
- b 為利用客船時，在下船時
- c 為利用鐵路交通時，在檢票結束時或無檢票口時在從該列車下車時
- e 為利用車輛時，在下車時
- f 為住宿機關時，在從該設施退出時
- g 為住宿機關以外時，則為從該設施退場時

## 第二章 不予支付補償金的場合

### (不予支付補償金的場合－其一)

第三條 對於由于在以下各號中記載的事由而發生的傷害，本公司將不予支付補償金。

- 一 由于旅行者的故意。但是，對於該旅行者以外的人員蒙受的傷害，將不受此限。
- 二 由于應接受死亡補償金者的故意。但是，如果該人為該死亡補償金之一部分的領取者的場合下，對於其他人應領取的金額，則不受此限。
- 三 由于旅行者的自殺行為，犯罪行為、或者爭斗行為。但是，對於該旅行者以外的人員蒙受的傷害，則不受此限。
- 四 旅行者在不具備法定的駕駛資格，或者在酒醉之後不能進行正常駕駛的狀態下，駕駛汽車或者摩托車的過程中發生的事故。但是，對於該旅行者以外的人員蒙受的傷害，則不受此限。
- 五 由于旅行者故意違反法令的行為，或者在接受違反法令的服務的過程中發生的事故。但是，對於該旅行者以外的人員蒙受的傷害，則不受此限。
- 六 由于旅行者的腦疾患、疾病或者精神失常。但是，對於該旅行者以外的人員蒙受的傷害，則不受此限。
- 七 由于旅行者的妊娠、分娩、早產、流產或者外科手術及其他的醫療處置。但是，在進行應由本公司補償的傷害之治療的場合下，則不受此限。
- 八 由于旅行者的刑罰的執行中或者拘留中或者收監中發生的事故。
- 九 由于戰爭、外國行使武力、革命、奪取政權、內亂、武裝叛亂及其他與此類似的事變或暴動（在本規程中，是指由于群眾或者眾多人的集團行動，使全國或者局部地區的穩定性明顯地收到危害，並出現了被認為在維持治安方面的重大的事態之狀態。）
- 十 由于核燃料物質（包含已使用燃料。以下同。）或者被核燃料物質污染的物質（包含原子核分裂生成物）的放射性、爆發性及其他有害特性或者由于這些物質之特性而引起的事務。
- 十一 由于伴隨前二號的事由而發生的事故或者伴隨這些事故的秩序混亂而發生的事故。
- 十二 第十號以外的放射線的照射或者放射能污染。

2 不論任何原因，對於頸部綜合病癥（即所謂的“頭部震顫癥”）或者腰痛且無他覺癥狀的，將不予支付補償金等。

### (不予支付補償金的場合－其二)

第四條 在以國內旅行為目的企畫旅行的場合下，除了前條之規定以外，對於由于在以下各號中記載的事由而發生的傷害，也不予支付補償金等。

- 一 地震、火山噴發或者海嘯
- 二 由于伴隨前號的事由而發生的事故或者秩序的混亂而發生的事故

(不予支付補償金的場合—其三)

第五條 對於在以下各號中列舉的傷害，如果各號中的行為沒有被包擴在本公司在事先制定的企畫旅行的旅行日程中的場合下，本公司將不支付補償金等。但是，如果各號中的行為被包擴在該旅行日程中的場合下，對於在旅行日程以外的企畫旅行參加過程中，由于同樣種類的行為而發生的傷害，本公司也予以支付補償金等。

- 一 旅行者在進行附表第一中規定的運動的過程中發生的傷害。
- 二 旅行者進行汽車、摩托車或者摩托艇的競技、比賽、演出（均包含練習）或者試運轉（這裡指以性能試驗為目的的駕駛或操縱）的過程中發生的傷害。但是，關於使用汽車、摩托車在道路上進行以上行為的過程中發生的傷害，即使在企畫旅行的旅行日程中沒有包含，也予以支付補償金。
- 三 旅行者操縱航空運輸業者按照規定的航線運行的飛機（不論是否為定期航班或不定期航班）以外的飛機的過程中發生的傷害。

### 第三章 補償金等的種類即支付款額

(死亡補償金的支付)

第六條 當旅行者蒙受了第一條的傷害，並且作為其直接後果，在事故發生的一百八十天以內死亡了的時候，對於每一位旅行者的法定繼承人支付的死亡補償金之金額為，以海外旅行為目的的企畫旅行的場合下為二千五百萬日元，以國內旅行為目的的企畫旅行的場合下為一千五百萬日元（以下簡稱為“補償金額”）。但是，對於該旅行者，如果已經支付了後遺癥補償金的場合下，則支付從補償金額中扣除已經支付之金額之後的余額。

第七條 當旅行者蒙受了第一條的傷害，並且作為其直接後果，在事故發生的一百八十天以內發生了後遺癥（是指在身體上遺留了即使在將來也不能恢復的機能上的重大障礙或者由于身體的一部分的缺損，並且由于該原因的傷害已經治愈的人員。以下同。）的場合下，對於每一位旅行者支付補償金乘以附表二的各號中列舉之比率的金額的後遺癥補償金。

- 2 當旅行者在事故發生之日之後經過了一百八十天仍然處于需要治療之狀態的時候，本公司將不受制約於前項的規定，依據事故發生之後的一百八十天中醫師的診斷認證後遺癥之程度，並支付後遺癥補償金。
- 3 對於在附表二的各號中未列出的後遺癥，將在不論旅行者的職業、年齡、社會地位如何的前提下，根據身體存在障礙的程度，並且參照附表二的各號的劃分，決定後遺癥補償金的支付金額。但是，對於未能達到附表二的一(三)、一(四)、二(三)、四(四)以及五(二)中所記載之機能障礙的障礙，將不支付後遺癥補償金。
- 4 當由于同一次的事故而發生了二種以上的後遺癥的場合下，本公司將對各個的後遺癥使用於前三項，並將其總計金額進行支付。但是，對於附表第二的七、八及九中規定的上肢（手腕及手）或者下肢（腳及腿）的後遺癥，則每一肢體部分的後遺癥補償金，以補償金額的六十%為限度。
- 5 基于前各項本公司應支付的後遺癥補償金的金額，以對於每一位旅行者每一企畫旅行的補償金額為限度。

(住院慰問金的支付)

第八條 旅行者蒙受了第一條的傷害，並且作為其直接的後果，導致不能從事平常的業務或者平常的生活，並且住院（指需要通過醫師治療的場合下，因為在家里等進行治療有困難，故需住進醫院或者診療所，以便能夠經常地在醫師的管理下專心地進行治療。在此條以下內容中同概念）了的時候，本公司即對於該天數（以下簡稱為“住院天數”）按照以下列

舉之劃分，向旅行者支付住院慰問金。

一 以國外旅行為目的企畫旅行的場合下

- |                               |       |
|-------------------------------|-------|
| a 當蒙受了住院天數為一百八十天以上的傷害的時候      | 四十萬日元 |
| b 當蒙受了住院天數為九十天以上一百八十天以內的傷害的時候 | 二十萬日元 |
| c 當蒙受了住院天數為七天以上九十天以內的傷害的時候    | 十萬日元  |
| d 當蒙受了住院天數為七天以內的傷害的時候         | 四萬日元  |

二 以國內旅行為目的的企畫旅行的場合下

- |                               |       |
|-------------------------------|-------|
| a 當蒙受了住院天數為一百八十天以上的傷害的時候      | 二十萬日元 |
| b 當蒙受了住院天數為九十天以上一百八十天以內的傷害的時候 | 十萬日元  |
| c 當蒙受了住院天數為七天以上九十天以內的傷害的時候    | 五萬日元  |
| d 當蒙受了住院天數為七天以內的傷害的時候         | 二萬日元  |

2 即使是在旅行者沒有住院的場合下，但是符合於附表第三的各號中的任意一項，並且接受了醫師的治療的時候，關於處在該狀態下的期間，可適用於前項的規定，並可以被看作為住院天數。

3 當對於一名旅行者來說，應將住院慰問金和死亡補償金或者住院慰問金和後遺癥補償金加在一起支付的場合下，本公司即將該總計金額予以支付。

(就醫慰問金的支付)

第九條 旅行者蒙受了第一條的傷害，並且作為其直接的後果，導致從事平常的業務或者日常的生活發生障礙，並且去醫院就醫（指需要通過醫師治療的場合下，前往醫院或者診療所，以便能夠接受醫師的治療（包含請醫師出診）。在此條以下內容中同概念）的場合下，當該天數（以下簡稱為“就醫天數”）超過三天以上的時候，則本公司對於該天數按照如下的劃分向旅行者支付就醫慰問金。

一 以國外旅行為目的企畫旅行的場合下

- |                            |      |
|----------------------------|------|
| a 當蒙受了就醫天數為九十天以上的傷害的時候     | 十萬日元 |
| b 當蒙受了就醫天數為七天以上九十天以內的傷害的時候 | 五萬日元 |
| c 當蒙受了就醫天數為三天以上七天以內的傷害的時候  | 二萬日元 |

二 以國內旅行為目的的企畫旅行的場合下

- |                            |        |
|----------------------------|--------|
| a 當蒙受了就醫天數為九十天以上的傷害的時候     | 五萬日元   |
| b 當蒙受了就醫天數為七天以上九十天以內的傷害的時候 | 二萬五千日元 |
| c 當蒙受了就醫天數為三天以上七天以內的傷害的時候  | 一萬日元   |

2 即使是旅行者沒有去醫院就醫的場合下，但由於為了對骨折等受傷部位進行固定而根據醫師指示需要經常佩帶石膏，因而給日常的業務或者日常生活帶來明顯的障礙，並且這種狀況得到本公司認定的情況下，則對於處於該狀態的期間，在適用於前項規定的場合，可以被看作為就醫天數。

3 對於傷害治愈到不會給日常的業務或者日常生活帶來障礙的狀態之後的就醫，本公司將不予支付就醫慰問金。

4 無論在任何情況下，對於在事故發生之後經過一百八十天之後就醫，本公司均不予支付就醫慰問金。

5 當對於一名旅行者來說，應將住院慰問金和死亡補償金或者住院慰問金和後遺癥補償金加在一起支付的場合下，本公司即將該總計金額予以支付。

(有關住院慰問金即就醫慰問金支付的特別規則)

第十條 當每一名旅行者的住院天數及就醫天數分別達到一天以上的場合下，本公司則在

受前第二項制約的情況下，將只支付根據以下各號中記載之慰問金中的金額較大的一個（為同金額時，則為第一號所記載之）。

- 一 對於該住院天數本公司應該支付的住院慰問金
- 二 在該住院天數（除去本公司應支付的住院慰問金之期間的部分）上加上該住院天數，看作為住院天數，本公司將對於該天數予以支付住院慰問金。  
（死亡的推定）

第十一條 在旅行者搭乘的飛機或者船隻下落不明之後，或者在遇難之後經過三十天之後，仍然未能發現旅行者的時候，則在飛機或者船隻處於下落不明狀態之日或者在遇難之日，推定旅行者已經由于第一條的傷害而死亡。

（其他身體障礙或者疾病的影響）

第十二條 由于旅行者受到第一條的傷害時已經存在的身體障礙或者疾病的影響，或者受到第一條的傷害之後發生了與成為該原因的事故無關的傷害或者疾病的影響，而使第一條的傷害變得嚴重的時候，則本公司將決定並支付相當於沒有該影響之場合的金額。

#### 第四章 事故的發生及補償金等的申請手續

（有關傷害程度等說明的請求）

第十三條 當旅行者受到第一條的傷害的時候，本公司會向旅行者或者死亡補償金領取人，提出有關傷害的程度、成為該傷害之原因的事故概要等予以說明，或者進行旅行者的身體的診療或者對於死者進行屍體鑒定的要求。在這種場合下，旅行者或者死亡補償金領取人必須給予配合。

- 2 旅行者或者死亡補償金領取人，由于本公司無法幹預的事由而遭受第一條的傷害的時候，則必須對於傷害的程度、成為該原因的事故之概要等，在該事故發生之後的三十天以內向本公司報告。
- 3 旅行者或者死亡補償金領取人，在沒有本公司認可的正當理由而違反了前第二項的規定時或者在進行的該說明或者報告中未告知事實情況，或者告知了不誠實情況的時候，本公司將不予支付補償金等。

（補償金等的請求）

第十四條 旅行者或者死亡補償金領取人需要領取補償金等之支付的時候，必須向本公司提交本公司所規定的補償金等申請書及以下所記載的文件。

一 申請死亡補償金的場合

- a 旅行者的戶籍抄本以及法定繼承人的戶籍抄本及印鑒證明
- b 官方機關（或在不得已的情況下，可為第三者）的事故證明
- c 旅行者的死亡診斷書或者屍體鑒定書

二 申請後遺癥補償金的場合下

- a 旅行者的印鑒證明
- b 官方機關（或在不得已的情況下，可為第三者）的事故證明
- c 就後遺癥的程度予以證明的醫師診斷書

三 申請住院補償金的場合

- a 官方機關（或在不得已的情況下，可為第三者）的事故證明
- b 就傷害程度予以證明的醫師診斷書
- c 記載有住院天數或者就醫天數的醫院或者診療所的證明

四 申請就醫慰問金的場合

- a 官方機關（或在不得已的情況下，可為第三者）的事故證明
  - b 就傷害程度予以證明的醫師診斷書
  - c 記載有住院天數或者就醫天數的醫院或者診療所的證明
- 2 本公司有時會要求提交前項以外的文件或者對於省略前項中的提交文件之一部分予以認可。
- 3 旅行者或者死亡補償金領取人違反了第一項的規定時，或者在提交的文件中未將了解的事實告知，或者告知了不誠實之情況的時候，本公司將不予支付補償金等。

（代位）

第十五條 即使本公司已經支付了補償金等的場合下，旅行者或者其繼承人就旅行者受到的傷害對於第三者所擁有的損害賠償請求權，也不會轉移到本公司。

## 第五章 攜帶品的損害補償

（本公司的支付責任）

第十六條 參加本公司實施的企畫旅行的旅行者，在參加該企畫旅行的過程中由于發生偶然的事故，其隨身物品（以下簡稱為“補償對象物品”）受到損害的時候，本公司即依據本章之規定支付攜帶物品補償金（以下簡稱為“損害補償金”）。

（不予支付損害補償金的場合）

第十七條 對由于在以下之各號中列舉的事由而發生的損害，本公司將不予支付補償金。

- 一 由于旅行者的故意。但是，對於該旅行者以外的人員所受到的損害，不受此制約。
  - 二 由于與旅行者為同一家庭之親屬的故意。但是，並非以使旅行者領取損害補償金為目的的場合下，不受此制約。
  - 三 由于旅行者的自殺行為、犯罪行為或者爭斗行為。但是，對於旅行者以外的人員受到的損失，不受此制約。
  - 四 旅行者在 不具備法定的駕駛資格，或者在酒醉之後不能進行正常駕駛的狀態下，駕駛汽車或者摩托車的過程中發生的事故。但是，對於該旅行者以外的人員受到的傷害，不受此制約。
  - 五 由于旅行者故意違反法令的行為，或者在接受違反法令的服務的過程中發生的事故。但是，對於該旅行者以外的人員受到的損害，不受此制約。
  - 六 由于國家或公共團體行使的扣押、征用、沒收、摧毀等公權。但是，當進行消防滅火或者避難時采取必要措施的場合除外。
  - 七 由于補償對象品的瑕疵。但是，即使旅行者或者代替旅行者管理補償對象品的人的相當注意，也未能發現的瑕疵除外。
  - 八 由于補償對象品的自然消耗、鏽蝕、發黴、變色、鼠啃、蟲咬等。
  - 九 僅僅是外觀的損傷，並且對於補償對象品的功能不帶來障礙。
  - 十 作為補償品的液體的流出。但是，對於其結果導致了其他的補償對象品發生的損害，不受此限。
  - 十一 補償對象品的遺忘或者丟失。
  - 十二 在第三條第一項第九號至第十二號中所記載的事由。
- 2 在以國內旅行為目的的企畫旅行的場合下，除了前項中的規定以外，對於由于以下所列舉的事由而發生的損害，也不予支付損害補償金。
- 一 地震、火山爆發、或者海嘯
  - 二 伴隨前號的事由而發生的事故或者由于因此而引起的秩序混亂而發生的事故。

(補償對象品及其範圍)

第十八條 補償對象品僅限于旅行者在參加企畫旅行過程中攜帶的屬旅行者所有的隨身物品。

2 不受前項所制約，以下各號中所列舉之物品，將不包含在補償對象品內。

- 一 現金、支票及其他有價證券、印花、郵票以及其他類似之物品。
- 二 信用卡、聯票、飛機票、護照及其他類似之物品
- 三 稿本、設計資料、圖案、帳簿及其他類似之物品(包含磁帶、磁盤、CD-ROM、光碟等能夠通過情報機器(計算機及其末端裝置等的周邊機器)直接進行處理的紀錄媒介。)
- 四 船只(包含帆船、摩托艇以及小船)及汽車、摩托車以及該附件。
- 五 山岳攀登用具、探險用具及其他類似之物品。
- 六 假牙、假肢、隱形眼鏡及其他類似之物品。
- 七 動物及植物
- 八 以及其他由本公司事先予以指定的物品

(損害額及損害補償金的支付金額)

第十九條 本公司應支付的損害補償金之損害的金額(以下簡稱為“損害金額”),將以發生該損害的時間及地點的補償對象品的價格或者為了使補償對象品恢復為損害發生前之狀態所必要的修繕費及第三條的費用的總計金額中較低的金額作為基準。

2 當補償對象品的一個或者一對的損害金額超過十萬日元的時候,本公司即將該物品的損害的金額看作為十萬日元並適用於前項的規定。

3 本公司應支付的損害補償金的金額,以對於每一名旅行者一個企畫旅行十五萬日元為限度。但是,當損害金額對於一位旅行者的一次事故未超過三千日元的場合下,本公司將不予支付損害補償金。

(損害的防止等)

第二十條 當旅行者已經得知補償對象品發生了第十六條規定之損害的時候,必須履行如下所記的事項。

- 一 努力防止和減輕損害
- 二 將損害的程度、成為原因的事故的概要以及旅行者受到損害的補償對象品有關的保險合同的有無等,無拖延地通知本公司。
- 三 當旅行者可以從他人處領取有關損害之賠償的場合下,則應該辦理有關行使該權利的必要手續。
- 2 當旅行者在沒有正當理由的情況下違反了前項第一號之規定的時候,本公司則將認為可以防止和減輕的金額扣除之後的余額作為損害之金額,當違反了同項第二條的時候,則不予支付損害補償金,當違反了同項第三號的時候,則將認為通過應有之權利的行使而能夠得到之金額扣除之後的余額作為損害之金額。

3 本公司將支付以下所列舉之費用

- 一 為了防止和減輕第一項第一號中規定的損害所需的費用中,本公司認為有必要的或者有益的部分
- 二 為辦理第一項第三號中規定的手續所必要的費用

(損害補償金的申請)

第二十一條 旅行者在領取損害補償金之支付的時候,必須向本公司提交本公司所規定的損害補償金申請書及以下列舉之文件。

- 一 警察署或者能夠取代之的第三者的事故證明
- 二 證明補償對象品的損害程度的文件

三 其他的本公司要求之文件

2 當旅行者違反了前項的規定或者在提交文件中故意地進行了不誠實的記述，或者將該文件進行了偽造或篡改的時候（對於第三者的行為，亦同樣），本公司將不予支付損害補償金。（簽有保險合同的場合）

第二十二條 當對於第十六條的損害簽有支付保險金之保險合同的場合下，本公司可以在將本公司應支付的損害補償金之金額進行減額之後，再予以支付。

（代位）

第二十三條 關於本公司應該支付的損害補償金，當旅行者擁有對第三者的損害賠償請求權的場合下，則該損害賠償請求權將在本公司向旅行者支付的損害補償金的金額限度內，轉移至本公司。

附表第一（有關第五條第一號）

山岳攀登（使用冰仗、防滑铁钉、绳索、锤等的登山用具的攀登）平底雪橇、雪橇、延  
缓张伞跳伞、悬挂式滑翔机搭乘、超輕量動力機（电动机悬挂式滑翔机、微型輕便機、  
超轻便机等）的搭乘，旋翼机搭乘和其他類似的具有危險性的运动

附表第二（有關第七條第一項、第三項及第四項）



一 眼的障礙	
(一) 兩只眼睛失明的時候。	100%
(二) 一只眼睛失明的時候。	60%
(三) 一只眼睛的矯正視力為〇. 六以下的時候。	5%
(四) 一只眼睛的視野狹窄 (指只能達到正常視野角度之總計的六十%的場合) 的時候。	5%
二 耳朵的障礙	
(一) 兩只耳朵完全失去聽力的時候。	80%
(二) 一只耳朵完全失去聽力的時候。	30%
(三) 一只耳朵的聽力在離開五〇公分的地點則不能分辨通常的說話聲的時候。	5%
三 鼻子的障礙	
當鼻子的機能方面遺留有顯著的障礙的時候。	20%
四 咀嚼及語言的障礙	
(一) 完全喪失了咀嚼或者語言能力的時候。	100%
(二) 在咀嚼或者語言能力方面遺留有明顯的障礙的時候。	35%
(三) 在咀嚼或者語言能力方面遺留有障礙的時候。	15%
(四) 發生了五顆以上牙齒的缺損的時候。	5%
五 外貌 (面容、頭部、頸部) 的難看傷疤	
(一) 在外貌上遺留有明顯的難看傷疤。	15%
(二) 在外貌上遺留有難看的傷疤 (指在面容上有直徑為二公分的癍痕、長為三公分的線狀痕跡的程度) 的時候。	3%
六 脊柱的障礙	
(一) 當遺留了明顯的脊柱畸形或者明顯的運動障礙。	40%
(二) 在脊柱上遺留有運動障礙的時候。	30%
(三) 在脊柱上遺留有畸形的時候。	15%
七 手腕 (指手關節以上)、腿 (指腳關節以上) 的障礙	
(一) 失去了一只手腕或者一條腿的時候。	60%
(二) 一只手腕或者一條腿的三大關節中的二個關節指機能完全殘廢的時候。	50%
(三) 一只手腕或者一條腿的三大關節中的一個關節的機能完全殘廢的時候。	35%
(四) 一只手腕或者一條腿的機能上遺留有障礙的時候。	5%
八 手指的障礙	
(一) 一只手的拇指從指關節 (指節間關節) 以上喪失的時候。	20%
(二) 一只手的拇指在機能上遺留有明顯障礙的時候。	15%
(三) 拇指以外的一指從第二關節 (遠位指節間關節) 以上喪失的時候。	8%
(四) 拇指以外的一指的機能上遺留有明顯障礙的時候。	5%
九 腳趾的障礙	
(一) 一只腳的第一指從指關節 (指節間關節) 以上喪失的時候。	10%
(二) 一只腳的第一指的機能上遺留有明顯障礙的時候。	8%

(三) 第一腳趾以外的一個腳趾從第二指關節（遠位指節間關節）以上喪失的時候。	5%
(四) 第一腳趾以外的一個腳趾的機能上遺留有明顯障礙的時候。	3%
十 其他由于身體上的明顯障礙而至終身不能自理的時候。	100%
注 第七號、第八號及第九號的規定中的“以上”是指從該關節更接近於心臟的部分。	

附表第三（有關第八條第二項）

- 一 兩眼的矯正視力為〇. 〇六以下的時候。
  - 二 喪失咀嚼或者語言的機能的時候。
  - 三 喪失兩耳的聽力的時候。
  - 四 喪失兩上肢之手關節以上的所有的關節的機能的時候。
  - 五 喪失一下肢之機能的時候。
  - 六 由于胸部腹部臟器的障礙，而使身體的自由被局限于主要是攝食、洗臉等起居動作的時候。
  - 七 由于神經系統或者精神上的障礙，而使身體的自由被局限于主要是攝食、洗臉等起居動作的時候。
  - 八 由于其他上述部位的合並癥障礙等，而使身體的自由被局限于主要是攝食、洗臉等起居動作的時候。
- (注) 第四號的規定中的“以上”是指是指從該關節更接近於心臟的部分。

## 旅行安排業務合同部分

### 第一章 總 則

#### (適用範圍)

第一條 本公司與旅行者之間締結的旅行安排業務合同，將遵照本條款的規定執行。關於在本條款中未規定的事項，將遵照相關的法令或者一般已經得到確立的慣例執行。

2 本公司在不違反法律，且不給旅行者帶來不利的範圍內以書面方式締結有特別約定的時候，將不受制約於前項的規定，而優先執行該特別約定。

#### (用語的定義)

第二條 本條款中的“旅行安排業務合同”是指本公司依據旅行者的委託，通過為旅行者進行代理、中介、傳達等業務，使旅行者所能夠接受交通運輸或者住宿機關所提供的交通運輸，住宿及其他與旅行有關的服務（以下簡稱為“旅行服務”），以此為目的承攬安排業務的合同。

2 本條款中的“國內旅行”，是指限于在我國國內的旅行，“海外旅行”是指國內旅行以外的旅行。

3 本條款中的“旅行價款”是指本公司為了進行旅行服務的安排業務，向交通運輸、住宿機關支付的交通運輸費、住宿費等以及本公司所規定的旅行業務辦理費（變更手續費及取消手續費除外）。

4 在本部分中，“通信合同”是指本公司與結有協作關係的信用卡公司（以下簡稱為“協作公司”）的信用卡會員之間通過電話、郵件、傳真及其他的通信手段提出預約而締結的旅行安排業務合同，本公司對於旅行者所負有的基于旅行安排業務合同的旅行價款等有關的債權或債務，對於依據該債權或債務的履行日以後另行規定的協作公司的信用卡會員規約進行的結算，在旅行者事先承諾並且將該旅行安排業務合同的旅行價款等，依據第十六條第二項或者第五項所規定的方法進行的支付為內容的旅行安排業務合同。

5 在此部分中的“電子承諾通知”，是指通過在利用信息通信技術的方法中，本公司或者代理推銷本公司旅行安排業務的公司所使用的電子計算機、傳真機、電傳機或者電話機（以下簡稱為“電子計算機等”）與旅行者使用的電子計算機等通過用于連接的電氣通信線路，以發送信件的方法所進行的對於合同的預約之承諾的通知。

6 在本條款中，“卡的使用日”是指旅行者或者本公司依據旅行安排業務合同，所應履行的旅行價款等的支付或者退還債務的日期。

#### (安排債務的結束)

第三條 當本公司在善良的管理者的注意下進行了旅行服務的安排之後、即可以作為基于旅行安排業務合同的本公司的債務履行之結束。因此，即使由于滿員、休業、條件不適當等的事由，與交通運輸、住宿機關等之間就旅行服務的提供未能締結合同的場合下，只要是本公司已經履行了相關義務的時候，旅行者就必須向本公司支付本公司所規定的旅行業務辦理費（以下簡稱為“辦理費用”）。當締結了通信合同的場合下，信用卡的使用日即為將本公司與交通運輸、住宿機關之間未能就旅行服務的提供締結合同之事宜，通知與旅行者之日期。

#### (代行安排人)

第四條 本公司在履行旅行安排業務合同的過程中，有時會將安排業務的全部或者一部分委託給我國國內或國外的其他旅遊業同業者、以準備業務為業的人員、及其他的輔助人員代

為辦理。

## 第二章 合同的成立

### (合同的申請)

第五條 有意向本公司申請旅行安排業務合同的旅行者，必須在本公司所規定的申請書上填寫必要的事項之後，與本公司另行規定之金額的申請費一起，提交給本公司

2 有意與本公司締結通信合同的旅行者，則不受前項規定之制約，必須將會員號碼及有意向進行委託的旅行服務的內容通知本公司。

3 第一項的申請費，將被作為旅行價款、取消費及其他旅行者須向本公司支付的金額之一部分處理。

### (拒絕締結合同)

第六條 本公司在以下列舉事項的場合下，會不接受旅行安排業務合同的締結。

一 當本公司在推進業務方面有必要時。

二 當需要締結通信合同的時候，由于旅行者所持有的信用卡無效，而使旅行者不能按照協作公司的信用卡會員規則，就旅行價款等有關的債務的一部分或全部進行結算的時候。

### (合同成立的時間)

第七條 旅行安排業務合同，在本公司對於合同的締結予以承諾，並且在受理了第五條第一項的申請手續費的時候，即告成立。

2 通信合同將不受前項所限，當本公司發出第五條第二項的承諾合同締結之通知的時候，即為成立。但是，在該合同中如果是發送電子承諾通知的場合下，即以該通知到達旅行者的時候為合同成立。

### (合同成立的特別條款)

第八條 本公司在不受第五條第一項的規定所制約的情況下，依據書面的特別規定條款，在沒有接受申請費支付的條件下，只依據合同締結的承諾，使旅行安排業務合同付諸成立。

2 在前項的場合下，旅行安排業務合同的成立時間，將在前項的文件中予以明確。

### (車票及住宿卷等的特別條款)

第九條 本公司在不受第五條第一項及前條第一項規定所制約的情況下，就只以交通運輸或者住宿服務的安排為目的的旅行安排業務合同，與旅行價款為交換條件，將表示有接受該旅行服務之權力的文件進行交付之事宜，以口頭的方式接受申請。

2 在前項的場合下，旅行安排業務合同，以本公司的有關合同締結進行承諾的時候，為合同的成立。

### (合同文件)

第十條 本公司在旅行安排業務合同成立之後，將儘快地向旅行者交付記載有旅行日程、旅行服務的內容、旅行價款及其他旅行條件，以及有關本公司的責任之事項的文件（以下簡稱為“合同文件”）。但是，在本公司就安排的所有旅行服務，交付寫明有權利接受有關之車票類、住宿卷及其他旅行服務的合同文件的場合下，本公司有時會不交付該合同文件。

2 在前項的正文中交付了合同文件的場合下，本公司依據旅行安排業務合同承擔進行安排之義務的旅行服務的範圍，將依據該合同中所記載之內容。

### (信息通信技術的利用方法)

第十一條 本公司在事先得得到旅行者的承諾的前提下，將企畫文件、準備締結的旅行安排業務合同同時向旅行者交付的記載了旅行日期、旅行服務的內容、旅行價款及其他的旅行條件以及與本公司的責任有關的事項的文件、合同文件，取而代之以利用信息通信的方法，將

該文件應記載的事項（以下在有關此條內容中稱為“記載事項”）進行了提供的時候，將確認在旅行者使用的通信設備中備有的文件中記載事項是否已經得到記錄。

- 2 在前項的場合下，當旅行者使用的通信設備中沒有具備為記錄記載事項的文件的時候，將在本公司使用的通信設備中所備有的文件（僅限于專門供旅行者用的文件）中記錄記載事項，並就旅行者是否已經閱覽了記載事項進行確認。

### 第三章 合同的變更及解除

#### （合同內容的變更）

第十二條 旅行者可以向本公司提出對於有關旅行日程、旅行服務的內容以及其他旅行安排業務合同的內容進行變更的要求。在這種場合下，本公司將盡可能地滿足旅行者的要求。

- 2 當根據旅行者的要求進行旅行安排業務合同內容變更的場合下，旅行者必須負擔取消業已完成的安排時應該向交通運輸、住宿機關等支付的取消費、違約金及其他變更已安排內容所需的費用，另外還必須向本公司支付本公司所規定的變更手續費。另外，由于該旅行安排業務合同的內容之變更所發生的旅行價款的增加或減少，均歸屬於旅行者。

#### （旅行者的任意解除）

第十三條 旅行者無論在任何時候，都可以將旅行安排業務合同的全部或者一部分予以解除。

- 2 基于前項的規定當旅行安排業務合同被解除的時候，旅行者必須負擔作為旅行者已經接受的旅行服務的代價，或者尚未接受的旅行服務有關的取消費，違約金及其他向交通運輸、住宿機關等支付的或者今後尚需繼續支付的費用，除此之外，還必須向本公司支付本公司所規定之取消手續費及本公司應該得到的辦理費。

#### （歸屬與旅行者責任之事由的解除）

第十四條 本公司在如下所記載事項的場合下，可以將旅行安排業務合同予以解除。

- 一 旅行者在所規定的日期之前未支付旅行價款的的時候。
- 二 當締結了通信合同的場合下，由于旅行者所持有的信用卡無效，而使旅行者無法就旅行價款有關的債務的一部分或全部，按照協作公司的信用卡會員規則進行結算的時候。
- 2 當基于前項的規定而使旅行安排業務合同被解除的時候，旅行者必須負擔尚未接受的旅行服務有關的取消費，違約金及其他向交通運輸、住宿機關等支付的或者今後尚需繼續支付的費用，除此之外，還必須向本公司支付本公司所規定之取消手續費及本公司應該得到的辦理費。

#### （歸屬於本公司責任之事由的解除）

第十五條 當由于歸屬於本公司責任的事由而不能進行旅行服務之安排的的時候，旅行者可以解除旅行安排業務合同。

- 2 基于前項的規定當旅行安排業務合同被解除的時候，本公司必須負作為旅行者已經接受的旅行服務之代價，從已經收到的旅行價款中扣除向交通運輸、住宿機關等支付的或者今後尚需繼續支付的費用之後，退還給旅行者必須。
- 3 前項的規定，並不意味著對於旅行者向本公司提出損害賠償請求予以制約。

### 第四章 旅行價款

#### （旅行價款）

第十六條 旅行者必須在旅行開始前的本公司所規定的日期之前，向本公司支付旅行價款。

- 2 當締結了通信合同的場合下，本公司則可以通過協作公司的信用卡向所規定的發票在無旅行者簽字的條件下收取旅行價款。在這種情況下，信用卡的使用日即為本公司將本公司確

定的旅行服務內容向旅行者進行通知的日期。

- 3 當履行開始前由于交通運輸、住宿機關等進行的運輸費、辦理費的重新規定，外匯匯率之變動以及其他的事由，而使旅行價款發生變動的場合下，本公司有時會進行該旅行價款的變更。
- 4 在前項的場合下，旅行價款的增加或減少，均歸屬於旅行者。
- 5 當本公司於旅行者締結了通信合同的場合下，並且依據第三章或者第四章的規定，而發生了應該由旅行者負擔費用等的情況時，本公司則可以通過協作公司的信用卡向所規定的發票在無旅行者簽字的條件下收取旅行價款。在這種情況下，信用卡的使用日即為本公司將旅行者應向本公司支付的費用等的金額或者本公司應向旅行者退還的金額，進行了通知的日期。但是，依據第十四條第一項第二號的規定，本公司將旅行安排業務合同予以解除的場合下，旅行者必須在本公司規定的日期之前，按照本公司規定的支付方法，向本公司支付旅行者所應支付的費用等。

(旅行價款的結算)

第十七條 當本公司為進行旅行服務之安排，作為向交通運輸、住宿機關支付的費用中應該由旅行者負擔之部分以及辦理費（以下簡稱為“結算旅行價款”）與作為旅行價款業已收取之金額存在不一致的場合下，本公司將在旅行結束之後，儘快地依據次項及第三項的規定進行旅行價款的結算。

- 2 當結算旅行價款超過了作為旅行價款已經收取之金額的時候，則旅行者必須向本公司支付該差額。
- 3 當結算旅行價款未達到作為旅行價款已經收取之金額的時候，則本公司向旅行者退還該差額。

## 第五章 團組合同

(團組合同)

第十八條 本公司對於以同樣的行程同時地進行旅行的兩人以上的旅行者決定負責代表人（以下稱為“合同負責人”）申請並締結的旅行安排業務合同，將適用於本章的規定。

(合同負責人)

第十九條 除非締結有特別約定以外，本公司將合同負責人視為擁有構成該團體的旅行者（以下稱為“構成者”）進行旅行安排業務合同締結過程中有關的所有代理權，並且與該合同負責人進行有關該團組的旅行業務的交易。

- 2 合同負責人必須在本公司規定的日期以前提交構成者的名單，或者通知人數。
- 3 本公司對於合同負責人現在承擔的，或者是將來預計會承擔的債務或者義務，不負有任何的責任。
- 4 當合同負責人與團組不同行的場合下，本公司將在旅行開始後，將事先由合同負責人任命的構成者視為合同負責人。

(合同成立的特別條款)

第二十條 在本公司與合同負責人締結旅行安排業務合同的過程中，會不受制約於第五條第一項的規定，在沒有收到申請費支付的情況下承諾旅行安排業務合同的締結。

- 2 在基于前項的規定在沒有收到申請費的情況下締結旅行安排業務合同的場合下，本公司將向合同負責人交付記載有該宗旨的文件，並且旅行安排業務合同，也以本公司交付了該文件之時，作為合同的成立。

(構成者的變更)

第二十一條 當合同負責人提出有關構成者的變更的要求的時候，本公司將在盡可能的範圍內予以滿足。

2 由于前項的變更而發生的旅行價款的增加或減少以及進行該變更所需的費用，則由構成者負擔。

(陪同服務)

第二十二條 本公司根據合同負責人的請求，有時會安排陪同員與團組同行，以提供陪同服務。

2 陪同員進行的陪同服務內容，原則上為按照事先制定的旅行日程，為進行團組行動所必要的業務。

3 陪同員提供陪同服務的時間，原則上為八點至二十點。

4 當本公司提供了陪同服務的時候，合同負責人必須向本公司支付所規定的陪同服務費。

## 第六章 責任

(本公司的責任)

第二十三條 在本公司履旅行安排業務合同的過程中，由于本公司或者本公司基于第四條的規定指定的代理安排的人員（以下簡稱為“代行安排人”）的故意或者過失，而給旅行者帶來損害的時候，則擔負對於該損害予以賠償的責任。但是，僅限于在損害發生的第二天開始起算的兩年以內向本公司通知的情況下。

2 當旅行者由于天災地變、戰亂、暴動、交通運輸及住宿機關等中止旅行服務的提供、政府機關的命令以及其他的本公司無法幹預的事由而遭受了損害的時候，除非前項之場合以外本公司將不承擔賠償該損失的責任。

3 當旅行者的隨身行李發生了第一項中規定之損失的時候，本公司將不受限制於同項的規定，在從損害發生的翌日開始算起，國內旅行時為十四天以內，國外旅行為二十一天以內向本公司通知的情況下，本公司將對每一位旅行者提供限度為十五萬日元的賠償（由于本公司的故意或者重大過失的場合除外。）。)

(旅行者的責任)

第二十四條 當由于旅行者的故意或者過失，而使本公司蒙受損失時，該旅行者必須賠償損失。

2 旅行者在締結募集型企畫旅行合同之際，必須充分利用本公司提供的信息，並且努力去理解旅行者的權力及義務及其他有關募集型企畫旅行合同的內容。

3 旅行者在旅行開始以後，應該能夠順利接受合同文件中所記載的旅行服務，但是當萬一認識到所提供的旅行服務與合同文件不相符的時候，則必須在旅行地儘快地將該事宜向本公司、本公司的準備代理人或者該項旅行服務的提供者提出。

## 第七章 營業保證金（如為非旅行業協會保證會員的場合下）

(營業保證金)

第三十五條 與本公司締結了旅行安排業務合同的旅行者或者構成者，可以就根據該交易而發生的債權，接受本公司按照旅行業法第七條第一項的規定所供託的營業保證金的償還。

2 本公司將營業保證金予以供託的供託所的名稱以及地址如下。

一 名稱

二 所在地

第七章 償還業務保證金（如為旅行業協會保證會員の場合下）  
（償還業務保證金）

第三十六條 本公司為社團法人 旅行業協會（東京都 區 町 丁目  
番 號）之保證會員。

- 2 與本公司締結了旅行安排業務合同的旅行者或者構成者，可以就該項交易所產生的債權，從前項的社團法人 旅行業協會所供託的償還業務保證金中接受最多至 日元的償還。
- 3 本公司是按照旅行業法第二十二條的十之第一項的規定，向旅行業協會繳付的償還業務保證金之分擔金，而並非供託按照同法的第七條第一項之營業保證金。



## 旅行諮詢合同部分

### (適用範圍)

第一條 本公司與旅行者之間締結的旅行諮詢合同，將遵照本條款的規定執行。關於在本條款中未規定的事項，將遵照相關的法令或者一般已經得到確立的慣例執行。

2 本公司在不違反法律，且不給旅行者帶來不利的範圍內以書面方式締結特別約定的時候，將不受制約於前項的規定，而優先執行該特別約定。

### (旅行諮詢合同的定義)

第二條 在本條款中，“旅行諮詢合同”是指本公司在約定收取對旅行業務手續費（以下簡稱為“諮詢費”）的條件下，根據旅行者的委託，承辦以下所列舉之業務的合同。

一 旅行者為制定旅行計劃時而必要的諮詢

二 制定旅行計劃

三 旅行所必要的經費的估價

四 旅行地以及有關交通運輸、住宿機關等的信息的提供

五 其他有關旅行的必要的諮詢及信息的提供

### (合同的成立)

第三條 有意與本公司旅行諮詢合同的旅行者，必須在本公司所規定的申請書上填寫所規定事項，並提交本公司。

2 旅行諮詢合同，在當本公司承諾合同的締結，並就前項的申請書予以受理的時候，即作為合同之成立。

3 本公司在不受制約於前二項的情況下，有時可以在不接受申請書的提交，而是接受通過電話、郵件、傳真、電傳及其他的通信手段的旅行諮詢合同之申請。在這種情況下，旅行諮詢合同，即以本公司對於合同之締結予以承諾之時，作為合同之成立。

4 本公司在根據業務上的情況，或者當旅行者的諮詢內容有可能違反公共秩序和良好風俗，或者違反旅行地施行之法律的時候，會不接受旅行諮詢合同的締結。

### (諮詢費)

第四條 當本公司進行了第二條中列舉之業務的時候，旅行者必須在本公司指定的日期之前，向本公司支付本公司所規定之諮詢費。

### (本公司的責任)

第五條 在履行旅行諮詢合同的過程中，當由于本公司之故意或者過失，而使旅行者受到損失的時候，本公司將承擔對於該損失的賠償。但是，僅限于在損害發生的第二天開始起算的六個月以內向本公司提出通知的時候。

2 關於本公司制定的旅行諮詢合同中所記載的交通運輸、住宿機關等，並不意味著本公司對於實際可以進行安排之保證。因此，即使由于名額已滿等事由，而使與交通運輸、住宿機關等之間的有關該機關提供之交通運輸、住宿及其他的有關服務之合同未能締結時，本公司也不承擔該責任。