

## 1. Contract for Agent-Organized Tours

Responsibility rests with the company operating Agent-Organized Tours (hereinafter referred to as JTB western Japan, Corp. ) whose name in full appears below and in its tour pamphlets.

Clients joining such tours shall conclude an Agent-Organized Tour Contract (hereinafter referred to as the Travel Contract) with JTB Western Japan, Corp.

JTB Western Japan, Corp. Address 2-1-25, Kyutaro-cho, Chuo-ku Osaka

Commissioner of Japan Tourism Agency Registered Travel Agent No.1768

The content and conditions of the contract shall conform to those specified in each tour itinerary, the conditions as specified hereunder, the final itinerary handed to clients before departure (hereinafter referred to as the Final Tour Itinerary) or this brochure when Final Tour Itinerary is not applicable, and the tour contract for agent-organized tours as described in JTB Western Japan, Corp tour terms and conditions (hereinafter referred to as Tour Terms and Conditions of Agent Organized Tours).

## 2. Application of Agent-Organized Tour Contracts and their Conclusion

1. The client shall provide information on JTB western Japan, Corp. tour contract as required by JTB western Japan, Corp. and its agents (hereinafter JTB western Japan, Corp. and its agents are referred as COMPANIES) and submit the form together with the necessary reservation deposit as printed in the pamphlet.
2. COMPANIES may accept applications for travel contracts by telephone, mail, facsimile and other means of communication. In such cases, the client shall submit the application form and reservation deposit to COMPANIES within 3 days counting from the day when acceptance of application is confirmed.
3. The Travel Contract shall become valid upon COMPANIES consent to the conclusion of the contract and receipt of the reservation deposit. If tour arrangements are made by phone, the Tour Contract shall become valid upon COMPANIES acceptance of the tour deposit as specified in the Clause 2. When clients request tour arrangements by mail, facsimile or other communication methods, the tour contract shall become valid upon payment of the Tour Deposit and COMPANIES notification of acceptance of the tour contract. The travel contract shall conform to Clause 1 of Article 13 for conclusion of contract even when the tour is applied for by telephone, mail, facsimile, and other means of communication.

## 3. Payment of Tour Fare

The Tour Fare shall be paid no later than the 13th day prior to the eve of the departure date. When application is made on or after the 13th day prior to the eve of the day the tour starts, the tour fare shall be paid before departure by a date designated by COMPANIES. If the client is a member of COMPANIES affiliated credit company and consents to pay for the itinerary by credit card, JTB western Japan, Corp. shall charge the client credit card for tour fares (inclusive of tour deposits and additional charges), any cancellation charge or non-fulfillment fee, additional charge and handling fees even without a signature. In the absence of any request from the client, the card will be charged on the date the client accepts the itinerary.

## 4. Tour Fare

1. Clients 12 years of age or more shall be charged adult fare and those aged 6 to 11 shall be charged child fare unless otherwise specified. However, when a tour includes air travel, clients aged 3 to 5 will be charged child fare. One child five years of age or less can join the tour in JTB western Japan, Corp. of an adult, but will receive no services such as meals or bed. If more than one child, one child fare will be charged for each additional child five years of age or less. This does not apply to tours for which infant fares are quoted.
2. The fare is indicated for each tour course. Clients are asked to confirm the fare according to the departure date and the number of participants.

## 5. Revision of Travel Service Content

JTB western Japan, Corp. may, after conclusion of the Travel Contract, revise its contents and services for any of the following reasons: natural calamity or disaster, civil unrest, suspension of services rendered by transport/accommodation facilities, provision of transportation not based on the original operational plan, governmental orders, or other circumstances beyond JTB western Japan, Corp. control. JTB western Japan, Corp. reserves the right to take necessary measures when safe, smooth tour operation in accordance with the itinerary is deemed impossible, or when there is valid reason to believe that the tour cannot continue. In such cases, JTB western Japan, Corp. must explain in a timely manner its inability to function according to the Travel Contract under the circumstances. However, said explanation may be made after revisions are made when conditions demand.

## 6. Change of Tour Fare

JTB western Japan, Corp. shall, when tour operation costs (including cancellation charges, penalties, and other expenses for tour services unavailable due to the revision of contract content, which clients have already paid or bear obligation to pay) have risen due to one of the reasons stipulated in Article 5 above, revise the tour fare accordingly. However, in the case that substitutions are required because of a shortage of facilities, transportation seats, hotel rooms, etc., though such services are available, this paragraph will not apply.

## 7. Cancellation Rates

1. If a client cancels the Travel Contract for personal reasons, the following cancellation rates will apply to the tour fare. Clients remaining in the tour will incur the balance of additional per room costs associated with the change in number of participants.
2. If a client fails to pay the tour fare by the designated date, JTB western Japan, Corp. will assume the client has canceled as of the following day, and the cancellation charges specified above will apply.

Time of Cancellation	Cancellation Rate
(1) If notice of cancellation is received by JTB western Japan, Corp. 8 days or more days prior to the starting date of the tour	No Charge
(2) If notice of cancellation is received by JTB western Japan, Corp. 7 days to 2 days prior to the starting date of the tour	20% of the tour fare
(3) If notice of cancellation is received by JTB western Japan, Corp. 1 day prior to the starting date of the tour	40% of the tour fare
(4) If notice of cancellation is received by JTB western Japan, Corp. prior to the starting time of the tour	50% of the tour fare
(5) If notice of cancellation is received by JTB western Japan, Corp. after day of departure, or in case of failure to show without notice	100% of the tour fare

3. If a client makes a partial change to the departure date, mode of transport, or an accommodation, JTB western Japan, Corp. will assume the clients made a cancellation of the entire tour, and required cancellation charges will apply. \*Timing of cancellation notice is based on Japan local time. Cancellation Before Departure (Cancellation of Travel Contract by the Client)

In any of the following cases, the client may cancel the Travel Contract without paying a cancellation charge.

- a) When the contents of the Travel Contract have been substantially revised.
- b) When the tour fare is increased in accordance with Article 6.
- c) In cases where natural calamity or disaster, weather conditions, civil unrest, suspension of services related to transportation, accommodation and other facilities, governmental orders, or other causes make safe, smooth tour operation impossible, or when there is a valid reason to believe the tour cannot continue.
- d) When JTB western Japan, Corp. has not delivered the Final Tour Itinerary to the client by the prescribed date.
- e) When tour operation becomes impossible owing to factors for which JTB western Japan, Corp. is liable.

### 8. Cancellation of Travel Contracts and Tour Operation by JTB Western Japan, Corp.

- 1. If the client has not paid the tour fare by the prescribed date, JTB western Japan, Corp. may cancel the Travel Contract. In such cases, the clients shall pay JTB western Japan, Corp. the applicable cancellation charge.
- 2. In any of the following cases, JTB western Japan, Corp. may cancel the Travel Contract.
  - a) When it becomes evident that the client does not satisfy the gender, age, qualification, skill or other requirements specified by JTB western Japan, Corp. for participation in the tour.
  - b) When the client is part of, a member of, or involved with a crime syndicate, or involved in other socially destructive behavior.
  - c) When the client is recognized as unfit to join the tour owing to illness or for other reasons.
  - d) When there is evidence that the client threatens to cause other participants embarrassment or inconvenience, or might otherwise interfere with the smooth performance of the collective activities of the tour.
  - e) When the minimum number of participants as stipulated by JTB western Japan, Corp. in the Travel Contract has not been met. In such cases, JTB western Japan, Corp. shall notify the client of tour cancellation no later than 13th day (3rd day for a one-day tour) prior to the eve of departure.
  - f) In the event of a natural calamity or disaster, poor weather conditions, civil disturbance, suspension of services related to transportation, accommodations, etc., governmental orders, or other circumstances beyond JTB western Japan, Corp. control, and when safe, and smooth tour operation according to the itinerary specified in the Travel Contract has become impossible, or there is a valid reason to believe that the tour cannot continue.
  - g) When the client demands things that are beyond the reasonable scope of the details in the contract.
  - h) Even after the correspondence contract has been concluded, if JTB western Japan, Corp. cannot receive the amount specified for the tour fare due to invalidity of the client credit card or in accordance with the credit company agreement.

### 9. Services Included in the Tour Fare

The expense of transportation fares or charges, accommodation, meals, and consumption taxes as specified in the tour itinerary. In principle, refunds will not be made for the expenses above even if clients choose not use a portion of these services. (Transportation and individual costs not included in the course are not included in the tour fare.)

## 10. English-Speaking Guide / English-Speaking Assistant / Tour Conductors

### 1. English-Speaking Guide

An English-Speaking Guide shall accompany the tour course stipulated in the pamphlet Notes. An English-Speaking Guide shall hold a license as a tour guide as authorized by the Guide Business Act and provide guiding to sightseeing locations.

An English-Speaking Guide shall provide guiding to sightseeing locations and the same services as a Tour Conductor except for tours with Tour Code beginning with the letters A. An English-Speaking Guide shall provide guiding to sightseeing locations for tours with Tour Code beginning with the letters A.

### 2. English-Speaking Assistant

An English-Speaking Assistant shall provide services necessary for smooth tour operation as stipulated in the pamphlet Guide Service Column.

### 3. Neither a Tour Conductor nor an English-speaking guide shall accompany clients on individual tours. Clients joining such tours will be responsible for procurement of desired services after being provided with travel coupons and/or tickets by JTB western Japan, Corp.

In the event of the suspension of service by transportation facilities or sudden cancellation of travel for the client own personal reasons, the client shall be responsible for the correspondence with the travel agency in charge. Furthermore, in the case that the client is unable to contact the travel agency as a result of the correspondence timing being outside of regular business hours, the client shall be responsible for the cancellation of remaining services in reserved facilities (hotels, transportation facilities, etc.) on their own behalf.

Failure to attend to the cancellation of the remaining services will result in the waiver of the client right to a refund.

### 4. In cases where travel services must be altered owing to inclement weather or other conditions during unaccompanied portions of the tour, clients shall be responsible for arranging the required services on their own behalf.

### 5. Tour Conductor

A Tour Conductor shall accompany the tour if so specified. The conductor shall, in principle, provide the services necessary for smooth tour operation in order to maintain the flow of the itinerary prescribed in the contract document. Clients must follow the instructions of the conductor in order to maintain the safe and smooth operation of the itinerary. The conductor shall provide services, in principle, from 8:00a.m. to 8:00p.m.

## 11. Liability of GMT and Exemptions

In performing its obligations under the terms of its Tour Contract, should JTB western Japan, Corp. cause damage to the client through willful negligence or fault, JTB western Japan, Corp. shall be liable for such damages. However, this only applies if the damage report is made within 2 years reckoned from the day following the occurrence of the damage.

## 12. Special Indemnifications

Regardless of intention or fault by JTB western Japan, Corp. or a company employed by JTB western Japan, Corp. to make travel arrangements, pursuant to the Provisions on Special Indemnifications for Agent-Organized Tours, for certain damages to life or body which may arise from unexpected or sudden external events during the client participation in an agent-organized tour, JTB western Japan, Corp. will pay compensation for death in the amount of fifteen million yen (JPY 15,000,000); for residual disabilities, in an amount of no more than fifteen million yen (JPY 15,000,000); for condolence money for hospitalization, in an amount of no less than twenty thousand yen (JPY 20,000) and no more than two-hundred thousand yen (JPY 200,000); and for condolence money for hospital commutes, in an amount of no less than ten thousand yen (JPY 10,000) and no more than fifty thousand yen (JPY 50,000.) In case of damages incurred to personal effects and baggage, for each item or each set of items JTB western Japan, Corp. will pay compensation of no more than one-hundred thousand yen (JPY 100,000), and for each agent-organized tour, no more than one-hundred fifty thousand yen (JPY 150,000) per customer.

## 13. Correspondence Contract

When COMPANIES receive an application from a credit cardholder (hereinafter referred to as a member) issued by JTB western Japan, Corp. or a credit card company affiliated with JTB western Japan, Corp. (hereinafter referred to as Affiliate Companies), based on the conditions of receiving payment of travel charges, cancellation fees, etc., without the signature of the member (hereinafter referred to as a Correspondence Contract), the travel conditions are different from the ordinary travel conditions in the following points:

(Some travel agencies may not be able to process this type of application. The types of cards handled vary amongst travel agencies.)

A card usage date in this section shall be the day of payment or refund of travel fares, etc. on which a member or by JTB western Japan, Corp. must perform based on the tour contract.

A client shall be required to notify the membership number (credit card number) and card expiration date to COMPANIES at the time of application.

3. A contract shall be concluded at the time when COMPANIES issues the consent in the case of application by telephone or mail. The conclusion is made when the notification of COMPANIES consent has reached in the client in the case of electronic notification methods of approval such as email.

If the client cancels a contract, COMPANIES shall deduct the cancellation charge from the tour fare to make refunds on the card usage date within 7 days counting from the day after the cancellation request (within 30 days for reduction in the amount or cancellation after the tour commencement).

When payment cannot be made using the credit card a member applies with due to credit limit or other reasons, COMPANIES shall cancel the Correspondence Contract, and be entitled to receive penalties for the same amount as the cancellation charges mentioned in Paragraph (1) of Article 8. However, this shall not apply if travel fares are paid in cash by the date separately designated by COMPANIES.

## **14. Recommendation for Travel Insurance**

During travel, injuries may incur large sums of treatment costs or transportation costs. Accidents may also result in claims for damages and compensations in amounts, which are difficult to collect from the offender. In order to secure one self against such cases, we recommend that the customer take out travel insurance of a sufficient amount. For information regarding travel insurance, please consult the sales staff of the shop at which you applied to the tour.

## **15. Reporting an Accident**

If an accident occurs during travel, the client must inform the English-Speaking Guide or English Speaking Assistant accompanying the tour, the company providing transportation or accommodation, or the travel agent from which the tour was purchased. (In the case the client is in a situation where they are unable to report the accident, they should report the accident as soon as they are able to do so.)

## **16. Privacy Policy**

COMPANIES and its entrusted travel agencies shall acquire the personal information provided in the tour application forms at the time of tour application. COMPANIES shall use personal information entered in the application form submitted for a tour application to contact a client, and to the extent necessary for arranging and providing tour services for which the client has applied. COMPANIES may also use personal information for the following purposes: the 1) introduction of commercial products, services, and campaigns of COMPANIES, and their affiliate companies, 2) request for the submission of client feedback after a tour, 3) questionnaire requests, 4) provision of special services, and 5) creation of statistics reports.

## **17. Validity of Tour Conditions and Fares**

The tour conditions and tour fares are valid as of the base date of July 10, 2012. Moreover, the tour fares are valid as the date of print, July 10, 2012 and are calculated on the base fares and rules as of this date.

This document is a translation of the Japanese language original for informational purposes only. Should there be any discrepancy between this translation and the Japanese original, the latter shall prevail.

A certified travel supervisor is responsible for supervising all transaction conducted at the sales office where your travel arrangements are made. If you have any questions about your agent's explanations concerning your travel contact, please feel free to ask the supervisor.

**JTB Western Japan** , Commissioner of Japan Tourism Agency Registered Travel Agency No. 1768  
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