Agent-Organized Tour Terms & Conditions (Domestic Travel)

Kinki Nippon Tourist Co., Ltd.

This document forms part of *setsumei shomen* and *keiyaku shomen* as described in article 12-4 and 12-5 of the Japanese Travel Agency Law. This document explaining the terms and conditions becomes binding once the contract is complete.

1. Application for Contract

(1) A Traveler who intends to apply to the Company for a Contract must enter the prescribed matters in an application form prescribed by the Company and submit it to the Company together with the application fee, the amount of which is separately specified by the Company.

(2) Notwithstanding the provisions of the preceding Paragraph, a Traveler who intends to apply to the Company for a Communications Contract must inform the Company of the membership number.

(3) A traveler participating on a Agent-Organized Tour who has special needs as indicated below is requested to inform the Company:

a. travelers who are physically challenged
b. travelers with health problems
c. pregnant travelers
d. travelers with assistance dogs

The Company will then accommodate these requirements to a practical extent. The cost required for the special measures taken by the Company for the Traveler in accordance with the information shall be borne by the Traveler.

2. Refusal of Conclusion of Contract

In any of the following cases, the Company may not agree to conclude a Contract:

(1)If any of the conditions of a participating Traveler in respect of sex, age, qualifications, skills, etc., specified by the Company in advance is not met

(2) If the number of applying travelers has reached the intended number of recruitment

(3) If the Company's business situation deems it necessary

(4) In case of intending to conclude a Communications Contract, the Traveler is unable to settle his/her debts relating to the travel fees, etc., in whole or in part, in accordance with the card membership rules of the Affiliated Company, for such reasons as the Traveler's credit card being invalid, etc.

(5) If it seems likely that the Traveler may give trouble to other Travelers and/or disturb the smooth conduct of group activities;

3. Time of Entry into Effect of Contract

(1) The said Contract comes into effect when the Company has agreed to the conclusion of the contract and has received the application fee.

(2) The application fee will appropriate one portion of the travel fee, cancellation fee, etc. that the Traveler will pay to the Company.

(3) Notwithstanding the provisions of Paragraph (1), a Communications Contract enters into effect at the time the Company has issued a notice to that effect and the Company agrees to the conclusion of the contract provided, however, that if an Electronic Acceptance Notice is issued under the contract, the contract enters into effect at the time when such a notice has reached the Traveler.

4. Final Document

(1) If it is not possible to mention the finalized itinerary or names of transportation or accommodation facilities in a Contract Document, after having issued the Contract Document mentioning the names of the accommodation facilities scheduled to be used and specific transportation facilities that are deemed important for considering the travel plan, a document mentioning the final situation of these matters shall be issued by the date specified in the Contract Document no later than the day preceding the date of commencement of travel (or the day of commencement of travel in case that the application for the Contract has been made on or after the seventh day prior to the day preceding the date of commencement of travel).

(2) In the case referred to in the preceding Paragraph, if an inquiry has been received from a Traveler who wishes to confirm the arrangement situation, the Company will make a reply in a prompt and appropriate manner even before the issue of the Final Document.

(3) If the Final Document has been issued, the scope of Travel Services for which the Company assumes the obligation to make arrangements and manage the itinerary shall be defined according to what is mentioned in the Final Document.

5. The Pay Period of the Travel Fees and Changes of Travel Fees

(1) Please make payment of the travel fees by the departure date during the time frame as indicated by the Company.

(2) If in the case that the fares and charges concerning transportation facilities used in operating a Agent-Organized Tour are increased or reduced and drastically exceeding the extent normally assumed in comparison with the Applicable Fare and Charges published, effective at the time of specifying it at the issue of the Contract Document for the Agent-Organized Tour due to a significant change in the economic conditions, etc., the Company may, within the amount increased or reduced, increase or reduce the amount of the travel fee. If the Company decides to increase the travel fee, it shall inform the Traveler prior to the 15th day before the day preceding the date of commencement of travel. In this case, the Traveler may cancel a Contract without paying the cancellation fee before the commencement of the Tour. If the Applicable Fare and Charges are reduced, the Company shall reduce the travel fee by the amount of such reduction.

(3) If it is mentioned in the Contract Document to the effect that the travel fee will vary depending on the number of persons using the transportation and accommodation facilities, etc., and if, after the entry into effect of the Contract, the number of persons has changed due to causes not attributable to the Company, the Company may change the amount of the travel fee in accordance to what is mentioned in the Contract Document.

6. Change in Contract Contents

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

7. Cancellation of Contract of the Traveler

(1) Cases in which the Traveler must pay the cancellation fee.

(a) A Traveler may cancel a Contract at any time on payment of the cancellation fee to the Company.

(b) A cancellation fee will be charged for in the case of loans payments that are not the responsibility of the Company and other causes that relate to the cancellation of travel arrangements.

(2) Situation in which cancellation fee will not be charged to the Traveler.

A Traveler may cancel a Contract before the commencement of travel without payment of the cancellation fee in any of the following cases:

(a) If the Contract Contents have been changed by the Company; provided, however, this is applicable only when the change is one that is mentioned in the left section of Article 12 and is deemed important.

(b) If the travel fee has been increased.

(c) If a natural disaster, war, riot, the suspension of the provision of Travel Services of transportation and accommodation facilities, an order of the government or other public offices or any other event has occurred and the safe and smooth operation of the travel has become impossible or when there is a very large possibility of such event arising.

(d) If the Company has failed to issue to the Traveler the Final Document by the date designated by the Company.

(e) If it has become impossible to conduct the travel in accordance with the itinerary mentioned in the Contract Document due to causes attributable to the Company;

(3) If, after the commencement of travel, the Traveler is unable to receive the Travel Services mentioned in the Contract Document due to causes not attributable to the Traveler, or if the Company has informed him/her to that effect that he/she may, notwithstanding the provisions of Paragraph (1), cancel that part of the contract for which he/she has become unable to receive the Travel Services, the Company will not charge the cancellation fee and will reimburse the Traveler with the amount not used.

(4) The Company shall refund to the Traveler, out of the travel fee, the amount for that part of the Travel Services which they have become unable to receive, provided however, that if the case referred to in the preceding Paragraph is due to causes not attributable to the Company. The Company will refund to the Traveler the said amount minus the amount of the cancellation fee, penalties and any other costs which has already been paid or must be paid in the future (restricted to incidents through no fault of the Company) in regards to the Travel Services concurred.

8. Cancellation of Contract of the Company

(1) If the number of travelers has not reached minimum number of participants mentioned in the Contract Document.(If the Company intends to cancel an Contract, it shall inform the Traveler that the travel will be canceled prior to the 13th day(in case of a one day trip, the 3rd day).

(2) If the Traveler has not paid the travel fee by the date mentioned in the Contract Document.

(3) If it has become clear that the Traveler does not satisfy the conditions for a participating Traveler in respect of sex, age, qualifications, skills, etc., which the Company has specified in advance.

(4) If it is considered that the Traveler may give trouble to the other travelers or disturb the smooth conduct of the group travel.

9. Cancellation Fee

A traveler may cancel a Agent-Organized Tour Contract on payment of the cancellation fee to the Company as follows.

Classification	Cancellation Fee
(a) If cancellation is made on or after the 20th day (10th day in case of a one day trip) prior to the day preceding the date of commencement of the travel (excluding the cases mentioned in (b) through (e))	20% of the travel fee
(b) If cancellation is made on or after the 7th day prior to the day preceding the date of commencement of the travel (excluding the cases mentioned in (c) through (e))	30% of the travel fee
(c) If cancellation is made on the day preceding the date of commencement of the travel	40% of the travel fee
(d) If cancellation is made on the date of commencement of the travel (excluding the case mentioned in (e))	50% of the travel fee
(e) In case of cancellation after the commencement of the travel or of nonparticipation without communication	100% of the travel fee

10. Responsibility of the Company

(1) In executing a Contract, if the Company or the person whom the Company placed in charge of making arrangements has caused damage to a Traveler intentionally or by negligence, the Company shall bear the responsibility of compensating for the damage.

(2) If a Traveler has incurred damage due to a natural disaster, war, riot, the suspension of the provision of Travel Services of transportation and accommodation facilities, an order of the government or other public office, or any other event in which the Company or the Company's Arrangements Agent is unable to intervene, the Company shall not be responsible for compensating for the damage except in the case referred to in the preceding Paragraph.

(3) The Company shall compensate for damage caused to baggage within the limits of 150,000 yen per Traveler (except in a case where the damage has been caused by the Company intentionally or by gross negligence) if the Company has been informed within 14 days in case of Domestic Travel of the day following the date of occurrence of the damage.

11. Special Compensation

If a Traveler participating in an Agent-Organized Tour operated by this company has suffered an injury due to a sudden and extraneous accident during such participation, the Company shall pay to the Traveler or his/her legal heir compensation for death or for an after-effect and a solatium for hospitalization or for a hospital visit.

(1) Compensation for death 15,000,000 yen
(2) Solatium for Hospitalization 20,000yen~200,000yen
(3) Solatium for Hospital Visits 10,000yen~50,000yen
(4) Compensation for Damaged Baggage
Limits of 150,000 yen (if the Amount of Damage for one or a pair of the Goods for Compensation exceeds 100,000 yen, the Company shall assume the Amount of Damage to be 100,000 yen)

In case a date (according to the standard time of the place of travel concerned) is specified in the itinerary of the Agent-Organized Tour on which the Traveler receives no service of the transportation/accommodation facilities, etc., arranged for by the Company and if for that matter and the fact that no compensation or solatium shall be paid in accordance with these Special Compensation Rules with respect to the damage incurred by the Traveler due to the Accident occurring on such date are specified in the Contract Document, the such date shall not be considered to be "During Participation in the Organized Tour."

12. Guarantee of Itinerary

If an important change in Contract Contents indicated in the left section of Schedule has occurred, the Company shall pay a change compensation, the amount of which is equivalent to or more than the amount arrived at by multiplying the travel fee by the relevant ratio mentioned in the right section of the same Schedule.
The amount of a change compensation which the Company should pay per Traveler for a Agent-Organized Tour shall not exceed the amount arrived at by multiplying the travel fee by the ratio of 15% or higher specified by the Company. Furthermore, if the amount of the change compensation which should be paid per Traveler for a Agent-Organized Tour is less than 1,000 yen, the Company shall not pay the change compensation.

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

13. Responsibility of the Traveler

(1) If the Company has incurred any damage caused by the Traveler intentionally or by negligence, the Traveler shall compensate the Company for such damage.
(2) In concluding a Agent-Organized Tour Contract, a Traveler must endeavor to understand the rights and obligations of the Traveler, as well as the other contents of the Contract, making good use of the information supplied by the Company.
(3) In order to ensure a smooth transaction of the Travel Services mentioned in the Contract Document, should the Traveler realize that the Travel Services different from those mentioned in the Contract Document have been provided after the commencement of the travel, he/she must promptly notify the Company, the Arrangements Agent, or the provider of the Travel Services concerned to that effect at the place of travel.

14. Guidance on Shopping

For the favorable convenience of the Traveler, there will be visits to gift shops during sightseeing and transfer periods.
The Company does ensure the authenticity of the selected shops; however, it is the Traveler's responsibility when it comes down to the purchasing of goods.
The Company will not assist in the exchange of purchases, returned merchandise, etc; therefore, to avoid any miscommunication or trouble, please confirm the goods that you purchase and ensure that you receive and keep any sales receipts.
In the case of duty free reimbursement, please absolutely ensure that you keep the purchased goods as hand baggage (carry-on) and understand that it is the Traveler's responsibility to understand and make the appropriate arrangements according to the gift store or airport. There are goods that are not allowed entry into Japan according to the Washington Convention and Japanese law so please heed warning when making your purchases.

15. Report of Accidents, etc.

In the case of accidents or other unfortunate incidents during travel, please contact the appropriate parties indicated on the fixed document promptly (if there is a circumstance in which the matter cannot be reported, please report the incident once the situation has been resolved).

16. Privacy Policy

(1) KNT uses personal information submitted with trip orders for communication with customers and will use such within the scope necessary for the arrangement and receipt of services provided by transportation and accommodation facilities, etc.
(2) Additionally, in order to develop better travel products and deliver the travel product guides, there are cases where customer personal data is used by Kinki Nippon Tourist Group and sales offices.
(3) Please refer to our website (http://www.knt.co.jp) concerning the company contacts for personal information.

17. Compliance of the Terms and Conditions of Travel Contracts

Any items not indicated on this Terms and Conditions document will be stipulated in the Company's Agent-Organized Tour Terms and Conditions of Travel Contracts.

Handled by:

Kinki Nippon Tourist Tohoku Co., Ltd.
1-7-20 Chuo Aoba-ku Sendai-shi Miyagi, Japan 980-0021
Travel agent registered by the Commissioner of Japan Tourism, Agency No.1925

The Certified Travel Services Manager is the person responsible for the transaction made between the branch office handling the travel arrangements and the Traveler. If in any case, there is any uncertainty in the explanation or any other related matters concerning the travel contract and its contents by the person-in-charge, there will be an explanation from the Certified Travel Services Manager hereby aforementioned.