

# Terms and Conditions of Travel (Domestic Subscription Type organized Tour) Common items for travel information posted on the Internet homepage

(Please read these terms and conditions before applying.)

This document is a document explaining the terms and conditions of the transaction as provided for in Article 12-4 of the Travel Agency Act. When the Tour Contract has been concluded, it will be a part of the Contract Document as provided for in Article 12-5 of the same Act.

1. Recruitment-type organized Tour Contract

- (1) The Tour is planned and implemented by the Travel Agency of KEIO TRAVEL AGENCY Co., Ltd., No.10 registered by the Commissioner of the Japan Tourism Agency (hereinafter referred to as the "Company"), and the customer participating in the Tour concludes a Subscription Type organized Tour Contract (hereinafter referred to as the "Tour Contract") with us in accordance with the Terms and Conditions of the Company's Travel Agency.
- (2) We undertake to make arrangements and manage the itinerary so that the customer can receive transportation, accommodation and other services provided by transportation and accommodation facilities, etc. (hereinafter referred to as the "Tour Service") in accordance with the itinerary specified by us.
- (3) The contents and conditions of the contract are in accordance with the Terms and Conditions of Travel, the Internet homepage (hereinafter referred to as the "Homepage"), the recruitment brochure, the recruitment brochure to be sent before departure, and In accordance with our "Terms and Conditions of Tour Business (Subscription Type organized Tour Contract)" (hereinafter referred to as "Package Tour Contract") and in accordance with our final itinerary document of Tour Business" (hereinafter referred to as "Final Itinerary"), and a Subscription Type organized Tour Contract (hereinafter referred to as "the Tour Contract").

# 2. Application for travel and conclusion of contract

- (1) The Company and the "Consignment Office" as stipulated in the Travel Agency Act (hereinafter referred to as "the Company") accept applications or reservations from customers on the Website. (Some courses can be booked via (5) below.)
- (2) In the case that multiple customers who intend to participate in the same Course have appointed a responsible representative, that person shall be deemed to have all the authority of agency in relation to the application, conclusion, cancellation, etc. of the Tour Contract (Contract Representative).
  - 1) The Contract Representative must notify or submit a list of the constituent Members by the date specified by the companies.
  - 2) the companies shall not be liable for any liabilities or obligations that the Contract Representative assumes responsibility for the constituent Members at present or are expected to assume responsibility for them in the future.
  - 3) in cases where the Contract Representative does not accompany him/her on the Tour, the constituent Member appointed by the Contract Representative beforehand shall be deemed by us as the Contract Representative after the start of the Tour.
- (3) If you wish to apply for reservation from the website, please fill in the required information on the application page on the website and pay the application fee. The Application Fee shall be treated as part of the Tour Expenses, Cancellation Fee, and penalty Fee.
- (4) If payment is made by credit card on the website, the date of the confirmation of the contract will be the date of the contract for the undecided course.
- (5) In the case of courses that cannot be booked on the website, the companies may provide other means of communication for telephone, postal, facsimile, e-mail, etc. for customers who do not wish to pay by credit card on the website even in courses that may accept reservations, and for customers who do not wish to receive the information stated in the Terms and Conditions Explanation Document by electromagnetic means. In this case, the Tour Contract has not been concluded at the time of the booking, and the Guest is required to submit the application form and pay the Application Fee within 3 days from the day following the day when the Company notifies the customer of the acceptance of the Tour Contract by telephone, etc., or by the date specified by the Company. If the application fee is not paid within this period, the companies shall treat it as if the reservation has not been made.
- (6) The Tour Contract shall be deemed to have been concluded when we have accepted the conclusion of the Contract and have received the Application Fee.

# 3. Application conditions

- (1) If you are under the age of 18, you will need to submit a parental consent form. If you are under the age of 15 at the start of the trip, you may be required to accompany a guardian.
- (2) In the case of travel with special conditions for participation, if the conditions such as gender, age, qualifications, skills, or other conditions of the Participant do not meet the conditions specified by the Company, the application may be refused.
- (3) As for those who are in poor health, are using wheelchairs, are physically or mentally disabled, have food allergies or animal allergies, are pregnant, have a possibility of pregnancy, if you are traveling with assistance dogs (guide dogs, hearing dogs, service dogs) or require special attention, please contact us at the time of application. Please let us know that special consideration is required for participation. (Even in cases where these conditions may occur after the Tour Contract has been concluded, please inform us immediately for this.) We will inform you again, so please specify the details of the measures you will need during the trip.
- (4) In the event that the Company receives a request set forth in paragraph (3) of this Article, the Company will respond to such request to the extent possible and reasonable. In doing so, we may ask you about your situation and the measures you need to take, or we may ask you to provide them in writing.
- (5) In order to ensure the safe and smooth implementation of the trip, we may request for the concerned customer to accompany a caregiver or companion, to submit a medical certificate from a doctor. In addition to those, the Company may change the contents of part of the course, etc. In addition, if we are unable to arrange the measures requested by the customer, we may refuse the application for the Tour Contract or cancel the Tour Contract. In addition, in principle, the cost of special measures taken by the Company for the customer based on the customer's request shall be paid by the customer.
- (6) In the event that we determine that a customer has become in a condition requiring medical diagnosis or treatment due to illness, injury or other causes during the Tour, we will take necessary measures to ensure the smooth implementation of the Tour. You are responsible for all costs associated with this.



- (7) As a rule, we cannot take separate actions for the convenience of the customer. However, depending on the course, it may be accepted under separate conditions.
- (8) When the customer acts as a group from the start of the Tour to the end of the Tour, he/she must follow our instructions to carry out the Tour safely and smoothly. We may refuse your participation if we believe that you may cause inconvenience to other guests or may interfere with the smooth implementation of the group trip.
- (9) If a customer is found to be a member of an organized crime group, a person related to an organized crime group, or any other antisocial force, we may refuse the customer to participate.
- (10) If you engage in violent or unjustifiable demands or acts that use violence in relation to transactions, you may be refused participation.
- (11) If a customer disseminates rumors, uses fraudulent means or force to damage the credibility of the Company or interfere with its business, we may refuse the customer to participate.
- (12) We may refuse the concerned customer to participate if there are any other business reasons for us to do so.
- 4. Written agreement and final itinerary
  - (1) After the Contract has been concluded as stipulated in Paragraph 2 (1) and (2), the Terms and Conditions of the Tour shall become a part of the Contract Document.
  - (2) The companies shall provide the customer with the final itinerary containing the definitive information concerning the meeting time and place, consigned transportation facilities, accommodation facilities, etc., in the contract document such as a solicitation pamphlet or coupon in advance. It will be issued no later than the day before the start date of the trip. However, in cases where the application is made on or after the seventh day retroactive from the day prior to the start date of the Tour, it may be handed over on the day of the start date of the Tour.
  - (3) The scope of the Tour Service for which we are obligated to arrange and manage the itinerary shall be specified in the Contract Document in this paragraph (1) and the final itinerary in this paragraph (2).

# 5. Payment of the travel fee

The balance of the Tour Price must be paid prior to the 14th day calculated from the previous day to the start date of the Tour. However, if the application is made on or after the 14th day, the payment shall be made by the date designated by us at the time of application or before the start date of the tour.

# 6. About the travel expense

- (1) "Travel Price" means the amount of the Participation Course indicated as "Travel Price" on the homepage, solicitation advertisement or recruitment brochure, and the amount displayed on the homepage, recruitment brochure, etc. as additional Fee, difference Fee, or Discount Fee for the said Course. This total amount is the standard for calculating the amount of the application fee in Paragraph 2, the cancellation fee in Paragraph 16, and the amount of the amended compensation in Paragraph 24.
- (2) Unless otherwise noted, a person who is 12 years of age or older based on the start date of the trip will be charged the adult price, and a person who is 6 years of age or older (3 years or older in the case of the flight course) under 12 years of age will be charged the child price.
- (3) Prices are shown for each course. Please check the departure date and number of passengers.

# 7. What is included in the tour price

- (1) Fares and charges (economy class in the case of an aircraft, unless otherwise noted), accommodation, meals, and sightseeing fees (entrance, viewing, guides, etc.) of transportation agencies specified on the website and travel itinerary in the recruitment brochure, Consumption tax and other taxes.
- (2) Awareness necessary for group activities.
- (3) Travel expenses for the tour escort course.

The above expenses will not be refunded even if part of them is not used for the convenience of the customer.

# 8. Items not included in the tour Price

- Services other than those described in paragraph 7 are not included in the Tour Price. Here are some examples.
- (1) Transportation expenses and other expenses for sections marked as "free time", "free time", "free time", "on your own", and "to be paid by the customer" in the itinerary.
- (2) Excess Baggage charge (for excess weight, capacity and quantity)
- (3) Various personal expenses such as cleaning fee, telegraph/telephone charge, additional food and beverage expenses, and related taxes and service charges
- (4) Transportation expenses, accommodation expenses, etc. from home to the place of departure and the place of dissolution
- (5) Fees for optional tours (excursions), which are only available on request
- (6) Airport facility usage fees, taxes, and surcharges imposed by transportation agencies in Japan published on or after the base date stated in the pamphlet.

# 9. Additional charges

The additional fee means ① selection of the transport company to be used, ② selection of the flight and train name, ③ selection of the seat class of the transportation institution (aircraft, trains, etc.), ④ selection of the hotel to be accommodated, It means the price added by the selection of the room type, the selection of the 6 additional room fee, the selection of the meal plan, the accommodation fee for the extended stay, the price for the other offer pamphlets, the website, etc.  $\circ \circ \circ \circ \circ$  additional fee.

# 10. Standard Tour Price

The Tour Price, which is the basis for calculating the Application Fee, Cancellation Fee, and Compensation for the Alteration, shall be the price including the additional Tour Price.



# 11. Change of Travel Content

Even after the conclusion of the Tour Contract, we may not be liable for any damages caused by acts of God, acts of war, riots, etc. Due to reasons beyond our control, such as suspension of transportation and accommodation facilities, provision of transportation services not in accordance with the original operation plan (delay, change of destination airport, etc.), and orders from government and public agencies, If it becomes impossible or highly likely that the safe and smooth implementation of the Tour will be impossible, or will not be possible, the implementation of the Tour will be canceled, or promptly explain to the customer in advance the reason why the said cause is beyond our control and the causal relationship with the said cause. Travel itineraries, contents of travel services, and other contents of the travel contract may be changed. However, in the case of an emergency, if it is unavoidable, we will explain the reason after the change.

## 12. Change of Travel Price

- (1) If the applicable fares and charges of the transportation facility to be used are revised significantly beyond the normal expected extent due to significant changes in economic conditions, etc., we may change the Tour Price within that range. In such a case, we will notify the customers no later than the 15th day retroactive from the day prior to the start of the trip.
- (2) In cases where the Tour Price is reduced pursuant to the provision of paragraph (1) of this Article, the Tour Price shall be reduced by the amount of the reduction in the fare and charge of the transportation facility used.
- (3) The contents of the Tour have been changed in accordance with Paragraph 11, and expenses required for the implementation of the Tour (including the cancellation fee, penalty charge and any other expenses already paid or payable from now on for the Tour Service that has not been offered due to the change of the contents of the Contract). In the event of a decrease or increase in the amount of the change, we will change the Tour Price by the difference of the change, except in the case of a change due to a shortage of seats, rooms and other facilities of transportation, accommodation facilities, etc. despite the provision of the service.
- (4) In cases where we have stated in the Contract Document that the Tour Expenses varies with the number of people using the transportation and accommodation facilities, and when the number of people using the Tour Contract changes due to causes not attributable to the Company after the conclusion of the Tour Contract, we will change the amount of the Tour Expenses as described in the Contract Document.

#### 13. Customer alternation

- (1) The customer may assign the contractual status to a third party with the consent of the Company. However, in this case, you will be required to fill in the prescribed information and submit it to the Company with a fee of the prescribed amount.
- (2) The assignment of the status under the Contract referred to in paragraph (1) of this Article shall take effect when approved by the Company, and the transferee of the status under the Tour Contract thereafter shall inherit all rights and obligations related to this Tour Contract. We may refuse the change of the traveler due to reasons such as the transportation facilities, accommodation facilities, etc. used by the traveler due to not accepting the change of the traveler.

# 14. Cancellation or refund of the travel contract by the customer prior to the start of the tour

- (1) Even after the Tour Contract has been concluded, the customer may cancel the Tour Contract at any time by paying the cancellation fee (per person) as described on the website, the offer pamphlet, etc. However, requests for cancellation of the contract will be accepted during the business hours of the application store. (Since there may be a difference in the amount of cancellation fee depending on the date of the request, customers are requested to confirm the business days, business hours, and contact information of the companies themselves at the time of application.)
  - Note: In the event that the number of participants decreases due to the cancellation of the trip and the number of passengers per room changes, the cancellation fee above will be charged, and the difference will be charged from the guest who continues to participate due to the change in the number of passengers per room. In addition, in the case of a trip in which an additional single room fee is charged from a single guest who uses a single room when applying for an odd number of people, if one of the customers who applied for more than one guest cancels the contract and the other guest becomes a single guest of the room, the cancellation fee will be charged from the customer who canceled the contract and the additional fee will be charged from the single guest who uses the single room.
- (2) In the following cases, the customer may cancel the Tour Contract without paying the cancellation fee before the start of the Tour.
   1) When the contents of the contract are changed. However, such change shall be limited to those listed in the left column of Table 1 of Paragraph 24 and other important matters.
  - 2) In cases where the Tour Price is increased based on Paragraph 12 (1).
  - 3) Due to acts of God, acts of war, civil commotion, suspension of Tour Services such as transportation and accommodation facilities, orders from government and public agencies, and other causes; In cases where it is impossible or extremely likely that the safe and smooth implementation of the Tour will be impossible.
  - 4) When the Company fails to deliver the final itinerary to the customer by the date set forth in Paragraph 4 (2).
  - 5) in cases where the implementation of the Tour is prevented from taking place according to the itinerary described in the Contract Document.
- (3) When the Tour Contract has been canceled pursuant to paragraph (1) of this Article, we will refund the Tour Price (or Application Fee) already received by deducting the prescribed cancellation fee. If the cancellation fee cannot be covered by the application fee, the difference will be charged. In addition, when the Tour Contract has been canceled pursuant to paragraph (2) of this Article, the Company will refund the full amount of the Tour Price (or Application Fee) already received.
- (4) If the customer changes the start date of the tour, the course, transportation and accommodation facilities, etc., part of the itinerary, etc. due to the customer's convenience, the customer will be required to cancel the original travel contract and enter into a new travel contract. In this case, the concerned customer shall pay the cancellation fee prescribed in Article 16 based on the date of cancellation of the Tour Contract described in paragraph (1) of this Article.
- 15. Cancellation of the Tour Contract by the Company before the start of the Tour and cancellation of the Tour
  - (1) In cases where the customer does not pay the Tour Price by the due date specified by the Company, we may cancel the Tour Contract on the following day. In this case, a penalty fee equal to the amount equivalent to the cancellation fee will be charged.
  - (2) In the following cases, the Company may cancel the Tour Contract before the start of the Tour by explaining the reason to the customer.



- 1) In cases where it becomes clear that the customer does not meet the requirements of the Traveler participants, such as gender, age, qualifications, skills, etc., as specified by us beforehand.
- 2) When the Company can recognize that the customer is unable to participate in the Tour due to illness, the absence of a necessary helper or other reasons.
- 3) When there is a risk that the customer will cause trouble to other customers or hinder the smooth implementation of the group tour.
- 4) When the customer requests a burden beyond the reasonable range in relation to the contents of the contract.
- 5) When the customer's application does not reach the minimum number of participants stated in the contract document such as the website or the recruitment brochure. In this case, the Company will notify the Customer that the Tour will be canceled prior to the 13th day (or the third day for a Day Trip), counting back from the day prior to the start date of the Tour.
- 6) In cases where the conditions specified at the time of the conclusion of the Contract as part of the implementation of the Tour, such as insufficient amount of snowfall for the purpose of skiing, are not fulfilled, or the risk is extremely high.
- 7) Due to causes beyond our control, such as acts of God, acts of war, civil commotion, suspension of Tour Services such as transportation and accommodation facilities, orders from government and public agencies, etc. In cases where the safe and smooth implementation of the Tour in accordance with the itinerary described in the Contract Document becomes impossible or is extremely likely to become impossible.
- 8) When the customer is found to be a member of an organized crime group, a person related to an organized crime group, or other anti-social forces.
- 9) When the customer behaves violent or unreasonable demands or threatening words or acts of violence in relation to transactions with the Company.
- 10) When the credibility of the Company or interfere with customer disseminates rumors or uses fraudulent means or force to damage the credibility of the Company or interfere with business.
- (3) In cases where the Company wishes to cancel the Tour Contract pursuant to paragraph (1) of this Article, the Company will refund the Tour Price (or Application Fee) already received by deducting the penalty charge. In addition, when we wish to cancel the Tour Contract pursuant to paragraph (2) of this Article, we will refund the full amount of the Tour Price (or Application Fee) already received.

# 16. Cancellation Fee

- (1) After the Tour Contract has been concluded, the customer may cancel the Tour Contract at any time by paying the cancellation fee (per person) as described in the offer pamphlet, website, etc. However, requests for cancellation of the contract will be accepted during the business hours of the application store. (The amount of the cancellation fee may differ depending on the date of the request, so please be sure to confirm the business day, business hours, and contact information at the time of application.)
- Note: In the event that the number of participants decreases due to the cancellation of the trip and the number of customers per room changes, the cancellation fee above will be charged, and the difference will be charged from the guest who continues to participate in the change for the number of customers per room. In addition, in the case of a trip in which an additional single room fee is charged from a single guest who uses a single room when applying for an odd number of people, if one of the customers who applied for more than one guest cancels the contract and the other guest becomes a single guest of the room, the cancellation fee will be charged from the customer who canceled the contract and the additional fee will be charged from the single guest who uses the single room.
- (2) Even if the loan is canceled due to reasons for handling which the Company is not responsible for, the customer will be required to pay the prescribed cancellation fee.
- (3) If the Tour Price is not paid by the due date, the Company will consider that the customer has canceled the Tour Contract on the day following the said due date, and the Company will charge a penalty fee equal to the cancellation fee.
- (4) Unless otherwise stated on the website or in the brochure, etc., changes to the start date and course of the trip due to the customer's convenience, and changes to part of the itinerary such as transportation and accommodation facilities (including changes to the flight of the transport facility used, the train used, and the change of travel class) shall be regarded as cancellation of the entire trip. The Company will collect the prescribed cancellation fee.

# 17. Cancellation and refund after the start of the trip

- (1) Cancellation and refund by the customer
  - ① If you leave the group due to your convenience, it will be regarded as a waiver of your rights and will not be refunded at all.
  - ② Even after the start of the Tour, if the customer is unable to receive the Tour Service described in the website, offer pamphlets, etc. due to causes not attributable to the customer, the customer may cancel the contract for the portion of the Tour Service that has become impossible without paying the cancellation fee.
  - ③ In the case referred to in paragraph (1)② of this Article, the Company will refund to the Traveler the amount of the Tour Price related to the portion of the Tour Service that has become unavailable. However, if the reason is not attributable to the Company, the Company refund the necessary amount of money to the customers after the Company deducts the cancellation fee, penalty charge or other already paid by the Company to the service provider of the said Tour from the said amount in addition to deducting any costs that must be paid from now on.
- (2) Cancellation and refund by the Company
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    m I}{
    m D}$  We reserve the right to cancel the Tour Contract in any of the following cases.
    - A. In cases where the Company deem that the customer is unable to continue the Tour due to illness or other causes.
    - B. In cases where the customer disturbs the discipline of the group Tour, such as not following the instructions of the Tour escort, etc. for the safe and smooth implementation of the said Tour and interferes with the safe and smooth implementation of the said Tour.
    - C. in cases where causes beyond our control arise, such as acts of God, acts of war, civil commotion, suspension of Tour Services such as transportation and accommodation facilities, orders from government and public agencies, and other causes; When it becomes impossible to continue the trip.
    - D. When it is found that the customer falls under any of the items ( $\circledast$ ) to ( $\circledast$ ) of paragraph 15.(2)
  - ② Even when the Tour Contract is canceled pursuant to the provision of this paragraph (2)①, the contract regarding the Tour Service that the Customer has already received shall be deemed to have been effectively executed. We may pay to the provider



of the Tour Service from the expenses for the portion of the Tour Service that has not yet been offered to the customer, or the refund will be made after deducting the cancellation fee, penalty fee and other nominal expenses payable from now on. In the event that the Company cancels the Tour Contract in accordance with the "A, C" of this paragraph (2)①, the Company shall make the necessary arrangements to return to the place of departure at the customer's expense, upon the customer's request.

## 18. Refund of Travel Price

In cases where the Company have reduced the Tour Price pursuant to the provision of Paragraph 12 or where the customer or the Company have canceled the Tour Contract pursuant to the provision of Paragraph 14 to Paragraph 15 inclusive, when the amount to be refunded to the customer has arisen, the concerned refund will be done as follows; in the case of a refund due to cancellation prior to the start of the Tour, the said amount shall be done within 7 days from the day following the cancellation of the Tour, In the case of a reduction or refund due to cancellation after the start of the Tour, the said amount shall be done within 30 days from the day following the end date of the Tour as stated in the Contract Document.

#### 19. Itinerary management

The Company will endeavor to ensure the safe and smooth implementation of the customers' travel by conducting the following operations: However, this does not apply if the Company enter into a different special agreement with the customer.

- (1) In cases where it is recognized that there is a risk that the customer will not be able to receive the Tour Service during the Tour, the Company must take necessary measures to ensure that the customer can receive the Tour Service in accordance with the contents of the Tour Contract.
- (2) If the contents of the Tour Contract have to be changed despite the measures set forth in paragraph (1) of this Contract, the Company must make arrangements for alternative services. In the case where the itinerary is changed, the Company must endeavor to make the itinerary that can meet the requirements in accordance with the purpose of the original itinerary. In addition, when the contents of the Tour Service are changed, make efforts to minimize the changes to the contents of the Tour Contract, such as making efforts to make the contents of the Tour Service the same as the original Tour Service.

#### 20. Tour escort, etc.

- (1) Depending on the content of the Tour, the Company may have a tour escort or other person (hereinafter referred to as the "tour escort, etc.") accompany the customers to perform all or part of the services listed in Paragraph 19 and other services we deem it necessary in connection with the said Tour.
- (2) The presence or absence of tour escorts, etc. is clearly indicated on the website and in the application brochure.
- (3) During the period from the start of the Tour to the end of the Tour, when the customer acts as a group, he/she shall follow the instructions of the Tour escort, etc. to implement the Tour safely and smoothly. If a customer fails to follow the instructions of the tour escort, disturbs the rules of group behavior, or interferes with the safe and smooth implementation of the tour, the customer's subsequent Tour Contract may be canceled even in the middle of the tour.
- (4) In principle, the duties of tour escorts, etc. shall be from 8:00 to 20:00. In addition, due to the provisions of the Labor Standards Act, the Tour escort will take certain breaks during work as appropriate.
- (5) For some courses, the Tour escort may accompany the customer from the time of arrival to the time of departure. In this case, the tour escort will not accompany the customer to the meeting point or from the dismissal point, so the customers will be responsible for the procedures to receive the Tour Service. (For some courses, the staff will guide the customer to the reception and departure.)
- (6) The tour escort will not accompany for the individual Plan. The Company will give the customer coupons that are necessary for the customer to receive travel services, so the customer will be responsible for the necessary procedures to receive travel services.
- (7) In the case of bad weather or other reasons that necessitate a change in the service contents in the sectors not accompanied by the tour escort or where the tour operator is not in service, the customer is responsible for arranging alternative services and making necessary procedures on his/her own.

# 21. The Company's Responsibilities

- (1) In the performance of the Tour Contract, the Company shall compensate the customer for the damage suffered by the customer if the Company causes damage due to the Company's willful intention or negligence. However, this shall be limited to cases where the Company has been notified within two years from the day following the date of the occurrence of the damage.
- (2) Notwithstanding the provisions of paragraph (1) of this Contract, compensation shall be limited to one person 0.15 million yen (except in the case of willful misconduct or gross negligence on the part of the companies) only when the Company is notified within 14 days from the day following the occurrence of the damage.
- (3) If there is no intention or negligence on the part of the Company and the Customer suffers damage due to the following reasons, the Company shall not be liable as described above.
  - A. Changes to itineraries or cancellations of itineraries resulting from acts of God, acts of war, or riots.
  - B. Damage caused by accidents and fires at transportation and accommodation facilities:
  - C. Cancellation of the provision of services such as transportation and accommodation facilities or change the itinerary or cancellation of the itinerary resulting from such suspension.
  - D. Quarantine due to government orders or infectious diseases, or alteration of itinerary or suspension of travel resulting therefrom.
  - E. Accident at leisure
  - F. Food poisoning
  - G. Theft
  - H. Delays, interruptions, schedule changes or rerouting of transportation facilities, or changes in itineraries or shortening the length of stay at the destination caused by such changes

# 22. The Customer's Responsibilities

- (1) If the Company suffers damage due to the intention or negligence of the Customer, the Customer shall compensate for the damage. (2) The customer will be required to make efforts to understand the rights and obligations of the Traveler as described in the Contract
- Document and other contents of the organized Tour Contract by utilizing the information provided by the Company.
- (3) If, after the start of the Tour, the customer realizes that the contents of the Tour Service described in the Contract Document are



different from those described, the customer must promptly inform the Company or the provider of the Tour Service to that effect at the destination.

23. Special Compensation

- (1) Regardless of whether or not the Company's responsibility arises as set forth in paragraph 21 (1), the Company shall, in accordance with the Terms and Conditions of Special Compensation Rules, be liable for the loss of life, damage or damage caused by a sudden accident caused by an outpatient while the customer is participating in the Package Tour. Indemnity for death (15 million yen), indemnity for residual disability (up to 15 million yen), a solatium for hospitalization (from 20,000 yen to 0.2 million yen) and a solatium for hospital visits (from 10,000 yen to 50,000 yen) will be paid for certain damage to the body, and indemnity for damage to baggage (up to 0.1 million yen per bag or per person, up to 0.15 million yen per customer on one solicited tour).
- (2) Notwithstanding this paragraph (1), a day on which the Tour Service included in the Subscription Type organized Tour arranged by the Company is not provided at all, this shall not be considered to be participating in the Subscription Type organized Tour, only when that fact is clearly stated on the website, the offer pamphlets, etc.
- (3) In the cases where, the damage suffered by the customer while participating in the Subscription Type organized Tour is due to the customer's willful misconduct, drunken driving, sickness, etc. and is due to Climbing hills (using climbing equipment such as a pickle, crampons, ziles, hammers, etc.) that are not included in the recruitment type organized trip and are free to do. In addition, Luge, Bobsleigh, Skydiving, Hang rider boarding, Ultra-light powered aircraft, If the accident is caused by boarding, boarding a gyroplane or other dangerous movement similar to these, we will not pay the compensation and solidifications fee set forth in this paragraph (1). However, the same shall not apply when the exercise is included in the Subscription Type organized Tour Itinerary.
- (4) The Company shall not provide compensation as for the damage of cash, securities, credit cards, coupons, Airline tickets, passports, licenses, visas, deposit certificates and savings certificates (including passbooks and cash-teller cards); In addition, Compensation for damages for various data and other items equivalent thereto, contact lenses and other items are not covered by compensation stipulated in the Company's Terms and Conditions.
- (5) Even if the Company is repeatedly obliged to pay indemnity pursuant to paragraph (1) of this Article and compensate for damages pursuant to paragraph (21), when one of the obligations is fulfilled, it shall be deemed that both the obligation to pay indemnity and the obligation to compensate for damages have been fulfilled within the limit of the said amount.

24. Itinerary Guarantee

- (1) In the event that a material change occurs in the contents of the Contract listed in the left-hand side of <Table 1< of this paragraph (except for the change prescribed in the following ① ②), the Company shall pay the Customer Compensation for the change in the amount obtained by multiplying the Tour Price by the rate shown in the right-hand side of <Table 1< within 30 days from the day following the end of the Tour. However, changes in the date and time and order of service provision are excluded. In addition, if it is clear that the Company will be liable in accordance with the provisions of Paragraph 21 (1), the Company will pay the compensation for damages in whole or in part, and not as compensation for the alteration.</p>
  - 1) In the case of a change due to the following reasons, the Company will not pay compensation for the change. (However, in the case of a change due to a shortage of seats, rooms, or other facilities (so-called overbooking) at transportation and accommodation facilities despite the provision of the service, compensation for the change shall be paid.)
    - A. adverse weather or natural disasters that disrupt the customer's itinerary
    - B. War C. Riot
    - D. Public Sector Order
    - E. Cancellation of services such as transportation and accommodation facilities, such as cancellations, interruptions, and suspension of business
    - F. Provision of transportation services that do not follow the original operation plan, such as delays or changes in the transportation schedule
    - G. Measures necessary to ensure the safety of the lives or bodies of travel participants
  - 2) In the case of a change related to the canceled part when the Tour Contract has been canceled based on the provisions of paragraphs 14 to 17, the Company shall not pay compensation for the alteration.
- (2) Notwithstanding this paragraph (1), the amount of indemnity for alteration to be paid by the Company under one Tour Contract shall be limited to the amount obtained by multiplying the Tour Price by 15%. In addition, if the amount of indemnity for the alteration to be paid under one Tour Contract is less than 1,000 yen, the indemnity for the alteration shall not be paid.
- (3) With the consent of the customer, the Company may compensate by providing goods and services in lieu of payment of compensation for alteration and compensation for damages in money.
- (4) If it becomes clear that the Company will be liable under the provision of paragraph 21 (1) for the said change after the Company has paid the indemnity for the change pursuant to the provision of this paragraph (1), the Customer shall return the indemnity for the said change to the Company. In this case, based on the provision of the same paragraph, the Company shall pay the amount of compensation for damages payable by the Company and the amount of compensation for alteration to be refunded by the Customer.

Table 1

Amount of Compensation for Alteration = the following rate per case x the Tour Price subject to payment

Change Compensation for alteration needs to be paid	Rate per incident	
	Travel Before starting	Travel After starting
1) Change of the start date or end date of the Tour as stated in the Contract Document	1.5%	3.0%
<ol> <li>Change of tourist attractions or facilities (including restaurants) and other travel destinations stated in the contract document</li> </ol>	1.0%	2.0%



Change Compensation for alteration needs to be paid	Rate per incident	
	Travel Before starting	Travel After starting
3) Change of the class of carriage or equipment to a lower fee stated in the contract document (only if the total charge of the class and equipment after the change is less than that of the class and equipment stated in the contract document)	1.0%	2.0%
4) Change of carrier type or company name as stated in the contract document	1.0%	2.0%
5) Change to a different flight at the airport where the tour commences or ends in Japan as stated in the contract document	1.0%	2.0%
6) Change to a connecting flight or via a direct flight between Japan and other countries as stated in the contract document	1.0%	2.0%
7) Change of the type or name of the accommodation facility described in the contract document (except in cases where the class of the accommodation facility has been determined by the Company and the class of the accommodation facility after the change exceeds the class of the accommodation facility described in the contract document)	1.0%	2.0%
<ol> <li>Change of room type, facilities, landscapes and other room conditions of the accommodation facility described in the contract document</li> </ol>	1.0%	2.0%
9) Among the changes listed in $ \rm (\!D\!$ to $ \rm (\!8\!)$ above, the changes stated in the tour title of the contract document	2.5%	5.0%

Note 1: "Before the start of the Tour" means when the customer has been notified of such change by the day prior to the start date of the Tour, and "after the start of the Tour" means when the customer has been notified of such change after the start date of the Tour.

Note 2: If a definite document (final itinerary) or voucher is issued, the term "contract document" shall be replaced with "definite document" and this table shall apply. In this case, if any alterations occur 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 Tour Service actually offered, each alteration shall be treated as one case.

Note 3: If the transportation facilities listed above involve (3), (4) have the use of accommodation facilities, it will be treated as one case per night.

Note 4: A change in the name of a carrier listed above ④ does not apply if it involves a change to a higher class or facility.

Note 5: The grade of the accommodation facility of the ⑦ shall be based on the list stated on our website or on the contract document at the time of the conclusion of the Tour Contract, or on the list available for viewing at our business offices.

Note 6: Even if there are multiple changes listed in ④, ⑦, ⑧, or, in a single ship or night, it will be treated as one change per ship or night.

Note 7: For any of the above-mentioned changes, the rates from ① to ⑧ will not be applied and the rates from ⑨ will be applied.

25. Terms and conditions of travel under a communication contract

The companies may receive applications for travel from card members (hereinafter referred to as "Members") of credit card companies with which the companies are affiliated (hereinafter referred to as "Partner companies") on the condition that "receiving payment of the Tour Price without the signature of the Member" (hereinafter referred to as "Communication Contract"). The travel conditions of a communication contract differ from the normal travel conditions in the following ways: (The said handling may not be possible by the entrusted Tour Operator.) The types of cards that can be accepted also depend on the contracted travel agency.)

- (1) "Card use Date" as used in this paragraph means the date on which the Member and the Company shall pay the Tour Price, etc. or perform the refund obligation based on the Tour Contract.
- (2) At the time of application, the Customer shall notify the Company of the membership number (credit card number), the expiration date of the card, etc.
- (3) A Tour Contract under the Communication Contract shall be deemed to have been concluded when the Company notified to the customer that the Company have accepted the conclusion of the Tour Contract.
- (4) The companies will receive payment of the "Travel Price described in the homepage, recruitment pamphlets, etc." or the "Cancellation Fee specified in Paragraph 16" by the card of the affiliated company without the signature of the member on the prescribed voucher. In this case, the date of use of the card for the Tour Price shall be the "Date of Conclusion of the Contract".
- (5) When there is a request for cancellation of the Contract, we will refund the amount obtained by deducting the cancellation fee from the Tour Price as the Card use Date within 7 days from the day following the request for cancellation (or 30 days in the case of reduction or cancellation after the start of the Tour).
- (6) If payment with the credit card offered by the Member is not possible due to credit or other reasons, the companies shall cancel the communication contract and the Member pay the travel fee in cash by the date separately specified by the companies. If the Member fail to pay by the said date, the Member will be charged a penalty fee equal to the cancellation fee set forth in Paragraph 16 (1).
- 26. Handling of Personal Information
- (1) Purpose of use of personal information

The Company will use the personal information submitted when applying for travel as follows.

- Changes to the purpose of use shall be made to the extent reasonably recognized to be relevant, and in the event of changes, the content of such changes shall be notified in writing or announced on the website, etc.
- (2) In addition to using the personal information submitted at the time of application for travel for communication with customers, the Company will use the customer's personal information to the extent necessary for the procedures for arranging and receiving



services provided by accommodation, transportation facilities, other service providers, etc., during the trip the customer apply for, as well as for insurance procedures to guarantee the responsibility under the travel contract, expenses in the event of an accident, etc. In addition, the Company may use the customer's personal information to develop better travel products and provide the customer with information about travel products. In addition, requests for opinions and impressions, questionnaires, provision of reward services, creation of statistical data, the Company may use the customer's personal information to distribute e-mail newsletters.

In addition, the Company may analyze data such as personal information obtained from customers, travel history, store usage history, etc., and use it for the implementation of information transmission and consideration of area strategies and measures.

- (3) The Company will ask for the personal information of the domestic contact during the trip in case of injury or illness during the trip. This personal information will be used when the Company deems it necessary to contact the domestic contact. The customer shall obtain the consent of the domestic contact to provide the personal information of the domestic contact to the Company.
- (4) The Company's policy on the handling of personal information shall be as follows: The customer can find it in our store or on the Company's website at <u>https://www.keio-kanko.co.jp/privacy.html</u>.
- (5) Provision of personal information to third parties

In order to achieve the purpose of the contract with the customer, the Company shall provide personal information to third parties (accommodation and transportation facilities, service providers, etc.) to the extent necessary, except in cases stipulated by laws and regulations. Insurance companies). When applying, the Company will obtain the consent of the individual in advance regarding the provision of personal information.

27. Other

- (1) If the customer has requested a tour operator to provide personal guidance and shopping, expenses associated with the occurrence of injury or illness, expenses associated with the loss of luggage or the collection of left-behind items due to the customer's carelessness, and expenses incurred in arranging separate actions, The customer will be responsible for the cost.
- (2) The Company may guide the customer to a souvenir shop for the customer's convenience, but you are responsible for the purchase at the time of shopping.
- (3) Under no circumstances will the Company re-implement the trip.
- (4) Please note that in principle, consumption tax and other taxes will be imposed when customers add alcoholic beverages, food, or other services at inns and hotels.
- (5) If the name of the bus company to operate by chartered bus has not been determined, the Company will inform the customer by coupon or confirmation document by the day before the start of the tour.
- (6) Matters not stipulated in these Terms and Conditions, the Website, the offer pamphlets, etc. shall be governed by the Terms and Conditions of the Company's Travel Agency (part of the Subscription Type organized Tour Contract). If the customer wish to obtain the Company's Travel Industry Terms and Conditions, please request it from the Company.

# 28. Travel conditions and standards of Travel Price

The base date of the Tour Terms and Conditions and the base date of the Tour Price shall be the date specified on the Website, the offer pamphlets, etc.

# Travel planning and implementation **KEIO TRAVEL AGENCY Co., Ltd.**

Tourism Agency Commissioner Registered Travel Agency No. 10 The Company is a regular member of the Japan Association of Travel Agents (JATA)

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