

# 募集型企画旅行条件書 Terms and Conditions for Arranged Tour Contracts (Contracts for recruitment style tour plans)

\*\* Please be sure to read the Terms and Conditions and the Standard Travel Service Agency Provisions before applying.

## 1. Significance of Terms and Conditions for Arranged Tour Contracts

The contents of this document is a part of the transaction conditions document stipulated in Article 12-4 of the Travel Agency Law and the contract document stipulated in Article 12-5 of the same law.

## 2. Contracts for Arranged Tour Contracts

- (1) An "arranged tour contract" means a tour plan prepared in advance by Aomori Trading (hereinafter referred to as "we") for the purpose of recruiting travelers, which specifies the destination and itinerary of the tour, the details of transportation or accommodation services to be provided to the traveler, and the amount of the tour fee to be paid by the traveler to us, and the tour to be conducted in accordance with such plan. The customer who participates in this tour shall enter into a tour contract with us.
- (2) The contents and conditions of the tour contract shall be in accordance with our brochure, website, the travel conditions specified on this document, and our travel business terms and conditions.

## 3. When to apply for a trip and when the contract is concluded

- (1) A traveler who wishes to apply for an organized tour contract with us shall fill in the items on an application form prescribed by us and submit it to us together with an application fee in an amount separately determined by us.
- (2) We will accept reservations for tour reservations by telephone, mail, fax, internet, or other means of communication. In such cases, the contract shall not be formed at the time of reservation, but shall be formed upon receipt of the application fee within the period specified by us after we have notified the acceptance of the reservation.

## 4. Terms and Conditions for Applications

In the following cases, we may refuse to sign a contract for an organized tour.

- (1) The applicant does not meet the conditions of gender, age, qualifications, skills, and other requirements of the applicant that have been clearly indicated in advance by us.
- (2) When the number of applicants reaches/fills the number of available reservations.
- (3) When there is a possibility that the traveler may cause inconvenience to other travelers or interfere with the smooth implementation of group activities.
- (3) When a traveler is likely to cause inconvenience to other travelers or to interfere with smooth group activities.

(4) When we intend to sign a contract with the traveler and the credit card of the traveler is invalid, etc. and is unable to pay for a portion or the full price of the tour fee, in accordance with the credit card terms and conditions of a partnering credit card company.

(5) If the traveler is recognized as a member of organized crime groups, a quasi-organized member of organized crime groups, a person related to organized crime groups, a company related to organized crime groups, or other anti societal groups.

(5) When a traveler is recognized as a member of a crime syndicate, a quasi-constituent of a crime syndicate, a person related to a crime syndicate, a company related to a crime syndicate, or an anti-social force

(6) The traveler makes a violent or unreasonable demand, uses threatening language or violence in connection with a transaction, or engages in any other act of violence against the Company.

(7) The traveler spreads false rumors, uses deception or force to damage or defame the credit of the Company or obstructs the business of the Company; or any other similar act.

#### 5. Delivery of Contract Documents

(1) Promptly after the conclusion of the contract, the Company shall deliver a contract document describing the itinerary, contents of tour services, tour fee, other tour conditions, and the Company's responsibilities.

(2) The scope of travel services we are obligated to arrange and manage the itinerary under the contract for organized tours shall be as described in the contract document mentioned in the preceding paragraph. The contract document shall consist of a website, a pamphlet, the Standard Travel Terms and Conditions, and the travel conditions, etc.

#### 6. Payment of the Tour Fee

(1) The traveler applicant shall pay to us the tour fee in the amount stated in the contract document by the date stated in the contract document prior to the start date of the tour.

(2) When a correspondence contract is signed, we will accept payment of the tour fee for the amount stated in the contract document without the signature of the traveler on the prescribed slip for the credit card issued by the partnered credit card company. The transaction date of the credit card shall be the date on which the travel contract is signed.

#### 7. Regarding the Tour Fee

Unless otherwise noted, the price for travelers aged 12 and over will be charged for the adult traveler price. Passengers between the ages of 6 and 12 years old will be charged the child price.

#### 8. Items to be included in the Tour Fee

(1) Fares and charges for transportation, accommodation, meals, entrance fees, entrance and entrance inspection fees, and consumption tax and other taxes as specified in the itinerary.

(2) Expenses for tour conductors for tours where travelers will be accompanied by tour conductors.

(3) Other items indicated as being included in the tour price on the pamphlet or website.

In principle, the above fees will not be refunded even if you do not utilize a part of the tour benefits, under your own discretion.

#### 9. Items not included in the tour fee

The tour fee does not include any other items except for (1) through (3) in the preceding paragraph. Some examples are shown below.

- (1) Cleaning, fax, telephone, and other expenses of a personal nature such as additional food and beverages, as well as associated taxes and service charges.
- (2) Optional tour fee for those who wish to participate.
- (3) Additional fares and charges imposed by the transportation agency (except when included in the tour price)
- (4) Transportation and lodging expenses from home to destination, and back.

#### 10. Changes to the contents of the travel contract

Even after the signing of the tour contract, in the event of natural disasters, war, riot, suspension of transportation or accommodation services, orders by government authorities, provision of transportation services not in accordance with the original operation plan, or other reasons beyond our control, we may, if necessary to ensure the safe and smooth implementation of the tour, promptly explain in advance to the Participant (traveler) the reasons beyond our control, and make changes to the tour itinerary and tour services. In such cases, the Company may change the itinerary and the contents of the tour services, promptly explaining to the passenger in advance the reasons for the unforeseeable changes and the Company's involvement in the tour. However, in case of emergency, if it is unavoidable, we will provide an explanation after the change has been made.

#### 11. Changes in the Tour Fee

After signing of the tour contract, we will not change the tour fee, add an additional fee, or discount the fee in any situation except in the following cases.

- (1) If the fares and charges for the transportation services to be used are revised significantly beyond the extent normally expected due to significant changes in economic conditions, etc., the tour fee will be changed by the amount of such revision. However, in the event of an increase or decrease in the tour fee, we will notify the customer no later than 15 days prior to the start date of the tour.
- (2) In the event that we have stated in the contract document that the tour fee varies depending on the number of persons using transportation and accommodation facilities, etc., if the number of persons using such facilities changes for reasons not attributable to us after signing the arranged tour contract, we may change the amount of the tour fee in accordance with the terms and conditions stated in the contract document.

#### 12. Customer Substitution

- (1) A traveler who has concluded an arranged tour contract with us may, with our consent, assign his/her contracted position on the tour to a third party.

(2) When the traveler wishes to request our approval as provided in the preceding paragraph, the traveler shall fill in the prescribed items on the form prescribed by us and submit it to us together with the prescribed amount of fee.

### 13. Cancellation Fee

The traveler may cancel the tour contract at any time by paying us the cancellation fee specified below.

#### Cancellation Charges for Domestic Tours

Time of Cancellation of Travel Contract	Cancellation Charge
21 days prior to the day before the tour departure date	None
20 days prior to the first day of the tour (10 days prior in the case of one-day trips)	20% of tour fee
7 days prior to the start of the tour	30% of tour fee
One day before the tour start date	40% of tour fee
On the day the tour starts	50% of tour fee
Cancellation or no-show after the start of the tour	100% of tour fee

### 14. Cancellations prior to the start of the tour

#### (1) Customer's right to cancel the tour contract

1. The customer may cancel the tour contract at any time by paying the cancellation fee as specified in Article 13. However, the cancellation request must be made during business hours.
2. The customer may cancel the tour contract without cancellation fee in the following cases.
  - a. When the tour fee has been increased or revised in accordance with Article 11 (1).
  - b. In the event of a natural disaster, war, riot, or suspension of travel services provided by the accommodation, transportation or other travel services, or on orders by government authorities, that would deem the safe and smooth implementation of the tour to be impossible.
  - c. If we fail to deliver to the traveler the contract document described in Article 5 by the date specified in the contract.
  - d. If, for reasons attributable to the Company, it is impossible to carry out the tour in accordance with the itinerary described in the pamphlet or on the website.

#### (2) The Company's right to terminate the tour

1. If the traveler does not pay the tour fee by the date specified in the contract document, the traveler shall be deemed to have canceled the contract for the organized tour on the day following the due date specified in the contract document. In such a case, the

traveler shall pay to us a penalty fee equivalent to the cancellation fee set forth in Article 13.

2. We may cancel the tour contract in any of the following cases.
  - a. When it is found that the traveler does not meet the conditions for participation in the tour such as gender, age, qualifications, skills, etc., which we have specified in advance.
  - b. The traveler is found to be unable to endure the said trip due to illness, absence of a necessary caregiver, or other reasons.
  - c. When it is found that the traveler is likely to cause inconvenience to other travelers or interfere with the smooth implementation of the group tour.
  - d. When the traveler's requests bear a burden in excess of a reasonable extent in connection with the contents of the contract.
  - e. When the number of travelers does not reach the minimum number specified in the contract document.
  - f. When the tour implementation conditions, such as the amount of snowfall required for a trip for the purpose of skiing, have not been fulfilled or fall below the expectations that were set at the time of signing the tour contract.
  - g. In the event of a natural disaster, war, riot, or suspension of travel services provided by the accommodation, transportation or other travel services, or on orders by government authorities, that would deem the safe and smooth implementation of the tour to be impossible; or
  - h. When the Company has signed a tour contract and the traveler is unable to settle all or part of the payments needed for the tour fee, etc. in accordance with the terms and conditions of the partnered credit card company due to the invalidity of the traveler's credit card, etc.

(3) When we cancel the tour contract in accordance with (1) of this article (2), we will refund the collected tour fee (or application fee) after deducting the penalty fee. When the tour contract is cancelled in accordance with (2) 2 of this Article, the full amount of the tour fee (or application fee) already collected will be refunded.

#### 15. Refunding of Tour Fee and Travel Expenses

In the event that the tour fee has been reduced or the contract for a planned tour has been cancelled due to the provisions of Article 14, and need for the tour fee to be refunded to the traveler arises, the amount shall be refunded to the traveler within 7 days from the day following the cancellation before the start of the tour, or, in the case of refund due to reduction or cancellation after the start of the tour, the refund will occur within 30 days from the day following the end of the tour as specified in the contract document.

#### 16. Tour Guides

(1) For tours that are accompanied by a tour guide, the tour guide will accompany the tour throughout the entire itinerary. In principle, the services to be provided by the tour guide shall be those necessary for the smooth implementation of the itinerary as specified in the contract document. During the tour, you are requested to follow the instructions of the tour guide for the smooth implementation of the itinerary and for your safety.

(2) For travel without an escort, etc., please manage your own itinerary. The customer will receive the coupons necessary to receive the travel services and will be responsible for completing the necessary procedures to receive the travel services. Please contact us if you need to cancel your trip suddenly due to the cancellation of transportation services or other reasons. If we are closed or out of business hours and cannot be contacted, please contact the remaining service providers (hotels, transportation, etc.) and cancel the trip by yourself. Please note that failure to notify us of a cancellation or to process a cancellation will constitute a waiver of your right and you will not be entitled to any refund.

(3) In the event of a change of service due to inclement weather or other reasons on routes not accompanied by a local tour guide, or on routes where a local staff member does not perform services, the passenger shall be responsible for making arrangements for alternative services and for any other necessary procedures.

#### 17. The Company's Responsibility

(1) We will compensate for any damage incurred by the customer in the performance of the tour contract if such damage is caused by the intentional or negligent act of our Company, or a person who is making arrangements on our behalf. However, the damage must be notified to us within two (2) years from the day following the occurrence of the damage.

(2) In principle, we shall not be liable for any loss or damage arising from any of the following events.

1. Changes in itinerary or cancellation of the tour due to natural disasters, war, riot, or any of the foregoing
2. Damage caused by accident or fire in transportation, accommodation, etc.
3. Cancellation of services provided by transportation or accommodation agencies, or changes in itinerary or cancellation of the trip.
4. Changes in itinerary or cancellation of trip caused by orders of public offices, quarantine due to contagious disease, etc.
5. Accidents that occur during free time on the tour
6. Food poisoning
7. Theft
8. Delays, cancellations, schedule changes, rerouting, etc. of transportation services, or changes in itinerary or shortening of stay at the destination caused by these factors.

(3) We will compensate you for the damage described in (1) of this article only if you notify us of the damage within 14 days from the day following the occurrence of the damage, notwithstanding the period of time for notification of damage described in (1) of this article. However, regardless of the amount of damages, we will compensate up to 150,000 yen per person (except in the case of willful misconduct or gross negligence on our part).

#### 18. Special Compensation

(1) Regardless of whether or not our liability under paragraph (1) of the preceding Article arises, we will pay compensation for damages to the extent predetermined in accordance with the Special Compensation Regulations of the Standard Travel Agency Conditions for certain damages sustained by the traveler in his/her life, body, or baggage while participating in the planned tour.

(2) If we are liable for the damages set forth in the preceding paragraph in accordance with the provisions of Article 17, Paragraph 1, the compensation to be paid by us under the preceding paragraph shall be deemed to be compensation for such damages to the extent of the amount of damages payable based on such liability.

(3) In the case prescribed in the preceding paragraph, our obligation to pay compensation under Paragraph 1 shall be reduced by an amount equivalent to the amount of compensation for damages (including compensation deemed to be compensation for damages under the preceding paragraph) payable by us under Article 17, Paragraph 1.

#### 19. Customer Responsibility

(1) If we suffer any damage due to the intentional or negligent act of the traveler, the said traveler shall compensate us for the damage.

(2) When signing a tour contract, the traveler shall make use of the information provided by us and make substantial effort to understand the rights and obligations of the traveler and other details of the tour contract.

(3) In order to ensure the smooth receipt of the tour services described in the contract document after the tour has commenced, if the traveler becomes aware that the travel services are provided differently from those described in the contract document, the traveler shall immediately notify us, our arrangement agent, or the relevant tour service provider thereof at the tour destination.

#### 20. Tour Itinerary Guarantee

In the event of any of the following material changes to the contract (excluding changes due to natural disasters, war, riot, orders by government authorities, suspension of transportation or accommodation services, provision of transportation services not in accordance with the original transportation plan, or measures necessary to ensure the safety of the tour participants) pursuant to our terms and conditions, we will pay to the customer within 30 days from the day following the trip termination date a compensation for change in the amount of 1% to 5% of the trip fee multiplied by the specified rate. In such a case, we may, with your consent, compensate you by providing equivalent or better goods or services in lieu of payment of the change. The maximum amount of compensation for change that we will pay per travel contract per traveler is 15%. If the amount of compensation for a change is less than 1,000 yen per travel contract per traveler, we will not pay compensation for the change.

#### 21. Purchasing Domestic Travel Insurance

If you become ill or injured during your trip, you may incur substantial medical and transportation expenses. In addition, in the event of an accident, it may be very difficult to claim compensation from the offender and compensation for recovering. We recommend that you take out sufficient domestic travel insurance to cover these expenses.

#### 21. Handling of Personal Information

We will use the personal information provided on the application form submitted at the time of application for the tour to the extent necessary to contact the customer, arrange the tour services for the tour for which the customer has applied, and to process the customer's request

to receive such services. In addition, we may use your personal information to provide you with information on products, services, and campaigns of our affiliated companies, to ask you to provide us with your opinions and impressions after participating in the tour, to ask you to fill out questionnaires, and to prepare statistical data, etc.

#### 23. Standard travel conditions and tour fee

The base date for these travel conditions and the base date for the tour fee is February 1, 2022.

#### 24. Standard Travel Conditions

The Standard Travel Agency Clauses are the clauses established by the Japan Tourism Agency and the Consumer Affairs Agency for travel contracts between travel agencies and travelers in accordance with the Travel Agency Law. We have adopted the Standard Travel Agency Conditions of Business. These travel conditions are only a part of the terms and conditions, and some parts may be omitted. For more detailed information, please be sure to read the Standard Travel Agency Terms and Conditions before applying.

#### Travel planning and implementation

Registration Number: Aomori Prefecture Government Registered Travel Agency No. Ji-14

Name of Company: Aoimori Trading

Location: Aomori Prefecture, Sannohe-gun, Takko-machi, Oaza Takko Aza Tako 54-1

Phone Number: 080-3006-9050

Name of Person in Charge: Takanao Igarashi (Regional Travel Service Supervisor)

Business Region: (Aomori Prefecture) Takko Town, Sannohe Town; (Akita Prefecture) Kazuno City; (Iwate Prefecture) Ninohe City, Hachimantai City