

受注型企画旅行条件書 Travel Policy for Order-Based Tours

*Please be sure to read these Terms and Conditions and the Standard Conditions of Business before applying to the tour.

1. Significance of these Travel Conditions

This document is a part of the transaction conditions explanation 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. Order-Based Tour Contract

(1) A customized tour contract means a tour that Aoimori Trading (hereinafter referred to as "we"), at the request of a traveler, prepares a tour plan that 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 implements the tour according to the plan. The tour shall be conducted in accordance with such plan. The customer who participates in this tour shall enter into a tour contract with us.

(2) Under the contract for a custom-designed tour, we will arrange and manage the itinerary so that the traveler can receive transportation, accommodation, and other services provided by transportation and accommodation agencies, etc., in accordance with the itinerary determined by our company.

3. Time Period for Tour Registration and Contract Signing

(1) When we receive a request from a traveler who intends to apply for a contract for an order-based tour, we will deliver a document describing the contents of the tour itinerary, contents of tour services, tour fee, and other tour conditions prepared in accordance with the contents of said request, except in cases when it is not practical for our business.

(2) A traveler who wishes to apply for an order-based tour contract with respect to the contents of the project described in the written plan set forth in paragraph (1) shall fill in the prescribed items on the application form written by us and submit it to us together with an application fee in an amount separately determined by our company.

(3) A contract for an order-based tour shall be completed when we accept the concluded signing of the contract and receive the application fee from the traveler.

4. Conditions for application

We may refuse to sign an order-based tour contract in the following cases

(1) When the traveler is likely to cause inconvenience to other travelers or interfere with the smooth implementation of group activities.

(2) When the traveler intends to conclude a contract and the credit card held by the traveler is invalid, etc., and the traveler is unable to settle all or part of the tour fee or does not agree to the credit card terms and conditions of the affiliated company.

- (3) The 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 a general meeting house, etc. other anti-social forces.
- (4) When the traveler makes a violent or unreasonable demand, uses threatening language or violence in connection with a transaction, or commits any other similar act against us.
- (5) When the traveler spreads false rumors, uses deception or force to damage the credit of or obstruct the business of the Company
- (6) When there are other business reasons for us to do so.

5. Delivery of contract documents

- (1) Promptly after signing the contract, we will deliver to the traveler a contract document describing the itinerary, contents of tour services, tour fee and other tour conditions, and our responsibilities for the tour.
- (2) In the event that the contract document set forth in Paragraph (1) fails to describe the confirmed itinerary and the names of transportation and accommodation facilities, the contract document shall list the names of the accommodation facilities to be used and the transportation facilities that are important for the tour plan in a limited manner, and shall describe these situations in the contract document no later than the day before the start date of the tour (or the day of the tour in the event that the application for the tour is made within seven days before the tour starting).

6. Payment of trip fee

- (1) The traveler 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) (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 by a credit card issued by a partnering credit card company. The date of use of the credit card shall be the date on which the travel contract is signed.

7. Regarding the Price of the Trip

Unless otherwise noted, the tour fee will be charged to adults if the participants are 12 years old or older, and to children if they are 6 years old or older but under 12 years old.

If you are between 6 and 12 years old, the price will be the child's price.

8. Changes to the contents of the tour contract

Even after the conclusion 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 will, in order to ensure the safe and smooth implementation of the tour, make changes to the contents of the tour contract as soon as possible after the conclusion of the tour contract, provided that we are not obliged to do so, 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 reasons and the causal relationship between such reasons 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.

9. Change in the amount of the tour fee

After the conclusion of the tour contract, we will not change the amount of the tour fee, additional fee, or discount fee except in the following cases.

(1) If the fares and charges of 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 the revision. However, in the event of an increase or decrease in the tour fee, the Company shall notify the Participant no later than the 15th day prior to the commencement 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 the conclusion of the contract for a custom-made tour, we may change the amount of the tour fee in accordance with the provisions stated in the contract document.

10. Substitution of Customers

(1) A traveler who has concluded a tour contract with us may, with our consent, transfer his/her contractual position to a third party.

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

11. Cancellation Charges

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

Cancellation Charges for Domestic Trips

Time of Cancellation of Travel Contract	Cancellation charge
21 days prior to the departure date of the trip	No cancellation fee
Up to 20 days prior to the day before the trip start date (10th day in the case of one-day trip)	20% of the tour fee
7 days from the day before the trip start date	30% of the tour fee
One day prior to the start of the tour	40% of the tour fee
On the day of the tour start date	50% of the tour fee
Cancellation or no-show after the start of the trip	100% of the tour fee

14. Cancellation before the start of the tour

(1) Customer's right of cancellation

1. The traveler may cancel the contract by paying the cancellation fee stipulated in Article 13. In the case of cancellation of a correspondence contract, we will accept payment of the cancellation fee without the traveler's signature on the prescribed slip by credit card of a partner company.
2. Notwithstanding the provisions of the preceding paragraph, the traveler may cancel the contract for a tour without paying the cancellation fee before the commencement of the tour.
 - a. When the contents of the contract have been changed by the Company, provided, however, that the price of the tour has been increased in accordance with the provisions of Article 9, Paragraph 1.
 - b. In the event of natural disaster, war, riot, suspension of services provided by transportation or accommodation facilities, order by government authorities, or other reasons, if the safe and smooth performance of the tour becomes impossible or is highly likely to become impossible; or
 - c. if the contract document and the definitive tour document have not been delivered to the Participant by the date designated by us; or
 - d. When the implementation of the trip according to the itinerary described in the contract document becomes impossible due to reasons attributable to the Company.

(2) Our right to terminate the contract

1. In the following cases, we may cancel a part of the contract for a tour even after the tour has started, explaining the reason to the traveler.
 - a. When the traveler is unable to continue the tour due to illness, absence of a necessary caregiver, or other reasons.
 - a. the traveler is unable to continue the tour due to illness, absence of necessary caregivers, or other reasons
 - b. The Participant disobeys any instructions given by the tour operator or other persons to ensure the safe and smooth implementation of the tour, or disturbs the discipline of group activities by assaulting or threatening the tour operator or other persons accompanying the Participant, thereby preventing the safe and smooth implementation of the tour.
 - c. The Participant violates any of the following conditions
 - c. When it is impossible to continue the trip due to natural disaster, war, riot, suspension of provision of travel services such as transportation and accommodation, order by government authorities, or other reasons beyond our control.
 - d. When it is impossible to continue the trip due to the reason that we are not able to provide the tour services.
2. When we cancel the order-made tour contract based on the provisions of the preceding paragraph, the contractual relationship between us and the traveler will be extinguished only in the future. In this case, the Company's obligation concerning the tour services which the traveler has already received shall be deemed to have been effectively repaid.
3. In the case of the preceding paragraph, Peach shall refund to the traveler the portion of the tour fee pertaining to the travel services which the traveler has not yet received, less the amount of cancellation fees, penalty fees and other expenses already paid or to be paid for such travel services. The amount of the refund shall be the amount pertaining to the portion of the travel

service for which the traveler has not yet received such provision, less the amount pertaining to cancellation fees, penalty charges and other expenses already paid or to be paid for such travel service.

15. Refund of tour fee

In the event that the tour fee is reduced in accordance with the provisions of the contract, or in the event that the order-made tour contract is cancelled, if there is any amount to be refunded to the traveler, we will refund the amount within 7 days from the day following the cancellation in the case of a refund due to cancellation before the start of the tour, or within 30 days from the day following the end of the tour as stated in the contract document in the case of a refund due to reduction in the tour fee or cancellation after the start of the tour. In the case of a refund due to cancellation before the start of the tour, the amount shall be refunded to the traveler within 7 days from the day following the date of cancellation.

16. Tour guides

Depending on the contents of the tour, we may have tour guides or other persons accompany the tour to perform all or part of the tour services and other services deemed necessary by us incidental to such order-made tour. The hours during which tour guides and other persons shall engage in the services set forth in the preceding paragraph shall be from 8:00 a.m. to 8:00 p.m. in principle.

17. Our liability

(1) We shall be liable to compensate for any damage caused to the Participant by us or by any person on whose behalf we have made arrangements pursuant to the provisions of this contract, if such damage was caused intentionally or negligently. If the traveler is notified of such damage within two (2) years from the day following the occurrence of the damage, the Company shall be liable to compensate for such damage.

(2) We shall not be liable to compensate for any damage incurred by the traveler due to a natural disaster, war, riot, suspension of transportation or accommodation services, orders by government authorities, or other reasons beyond the control of us or our agents, except in the case of the preceding paragraph.

(3) Notwithstanding the provisions of Paragraph 1 of this Article, with respect to damage to Baggage as set forth in Paragraph 1 of this Article, we shall not be liable to pay more than ¥150,000 per Traveler (except in the case of intentional or gross negligence on the part of the company), provided that Peach is notified of such damage within 14 days in the case of domestic travel and within 21 days in the case of overseas travel, commencing from the day following the occurrence of such damage.

18. Special Compensation

(1) Regardless of whether or not our liability under Paragraph 1 of the preceding article arises, we will pay the pre-determined amount of compensation and visitation money to the traveler for certain damages to his/her life, body, or baggage incurred by the traveler while participating in the order-made tour, pursuant to the special compensation regulations in the Standard Travel Service Contract.

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

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

(4) Any tour for which a separate tour fee is collected for travelers who are participating in our order-made tour will be treated as part of the contents of the order-made tour contract.

19. Customer's liability

(1) If the Company suffers any damage due to the intentional or negligent act or omission of the traveler, the traveler shall compensate the Company for such damage.

(2) When concluding an order-made tour contract, the traveler shall endeavor to understand the rights and obligations of the traveler and other contents of the order-made tour contract by utilizing the information provided by the Company.

(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 recognizes that the traveler has been provided with tour services that differ from those described in the contract document, the traveler must promptly notify us, our agents or the relevant tour service provider thereof at the tour site.

20. Itinerary Guarantee

In the event of any of the following material changes to the contents of the contract pursuant to the terms and conditions of this contract (excluding changes due to natural disasters, war, riot, orders of 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 life or safety of the tour participants, etc.) In this case, we will pay to the Participant the amount of the compensation for the change obtained by multiplying the specified rate of 1% to 5% of the tour fee within 30 days from the day following the date of termination of the tour. In such a case, we may, with the consent of the Participant, compensate the Participant by providing the same or better goods or services instead of paying for the change. The maximum amount of compensation 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, no compensation for change will be paid.

21. Domestic Travel Insurance

If you become ill or injured during your trip, there is a possibility that 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 recover compensation. We recommend that you take out sufficient domestic travel insurance to cover these expenses.

22. 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 communicate with the customer, to the extent necessary for the arrangement of tour services and procedures for receipt of such services. In addition, we may use the personal information to provide information on products, services, and campaigns of our partner companies, to request customers to provide opinions and impressions after participating in the tour, to ask customers to fill out questionnaires, and to prepare statistical data, etc.

23. Standard travel conditions and tour fee

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

24. Standard Terms and Conditions for Travel Agencies

The Standard Terms and Conditions for Travel Agencies 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 conditions of contract for Standard Terms and Conditions for Travel Agencies. 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 full documents of the Standard Travel Agency Terms and Conditions before applying.

Travel planning and implementation

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

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