

Standard General Conditions of Travel Agency Business

Travel Consulting Service Contract

Article 1 — Scope of Application

1. The Travel Consulting Service Contract (defined in Article 2) to be executed between our Company and the traveler shall be based on the general conditions set forth herein (hereinafter referred to as the “General Conditions”). Any matter not stipulated in the General Conditions shall be governed by ordinance or generally established practice.
2. If we execute a special contract (hereinafter referred to as the “Special Contract”) with the traveler in writing without violating the relevant laws and harming the interests of the traveler, such a Special Contract will be given priority, notwithstanding the provision of the preceding paragraph.

Article 2 — Definition of the Travel Consulting Service Contract

In the General Conditions, the “Travel Consulting Service Contract” shall mean the contract under which we will promise to perform the following services at the request of the traveler by receiving payment of the travel service handling charge (hereinafter referred to as the “Consulting Fee”) in return for consulting service.

- a. Advice necessary for the traveler to prepare his/her travel plan;
- b. Preparation of a travel plan;
- c. Estimation of the expenses to be required for such travel;
- d. Providing information concerning location to be visited and transport and accommodation facilities, etc.; or
- e. Offering of other advice and information necessary for travel.

Article 3 — Execution of the Contract

1. The traveler who intends to execute the Travel Consulting Service Contract with us will be required to submit to us an application form filled in with prescribed particulars.
2. The Travel Consulting Service Contract will be considered executed when we have accepted the execution of the said Contract and received the application form specified in the previous paragraph.
3. Notwithstanding the provision of the preceding paragraph, we may accept an application for the Travel Consulting Service Contract by telephone, mail, facsimile and other means of communication, without submission of the application form, in which case the Travel Consulting Service Contract will be considered executed at the time when we accept the execution of the contract.
4. We may not accept the execution of a Travel Consulting Service Contract in any one of the following cases.
 - a. Where the content of the traveler's consultation is contrary to public order and morals or there is a risk of violating the laws and regulations which are enforced at the location that is being toured;
 - b. Where the traveler is recognized as a gang member, an associate gang member, a person or a company related to crime syndicates, a corporate racketeer or any other antisocial forces;
 - c. Where the traveler makes a demand to us using forceful behaviors, makes unjust claims to us, makes use of threatening acts or statements or violent acts or behavior in connection with any transaction between the parties, makes use of or other acts or behavior equivalent to these;
 - d. Where the traveler committed acts which may damage our credibility or obstruct our business by spreading false rumors, by using of fraudulent means, or by force, or by other acts or behavior equivalent to these; or
 - e. Where there is an inconvenience related to our business.

Article 4 — Consulting Fee

When we have performed the services described in Article 2, the traveler will be required to pay to us the Consulting Fee prescribed by us by the date set by us.

Article 5 — Cancellation of the Contract

When it is found that the traveler falls under any one of Article 3, paragraph 4, items b through d, we may cancel the Travel Consulting Service Contract.

Article 6 — Responsibility of Our Company

1. We will be held responsible for compensating for the damages, if any, which we have inflicted on the traveler, by willful misconduct or negligence, only if we have been notified of the said damage within 6 months from the date immediately following the day when the said damage has occurred.

2. We do not guarantee that actual arrangement would be possible for the transportation and accommodation facilities, etc. which are described in the travel plan prepared by us. Therefore, even if it becomes impossible to execute contracts with the transportation and accommodation facilities, etc. for them to provide transportation and accommodation and other travel-related services, due to such causes as full occupancy, we will not be held responsible for such circumstances.