

## Chapter I: General Provisions

### [Scope of Application]

#### Article 1

1. A contract for a Guide-Organized Tour which the guide interpreter who is a partner of this partnership concludes with a Traveler (hereinafter referred to as “Guide-Organized Tour Contract”) shall be subject to the provisions of these General Terms and Conditions. Matters not provided for in these General Terms and Conditions shall be governed by the Japanese laws, ordinances, regulations and generally established practice. The guide interpreter and the partnership which are mentioned in the preceding sentence will be referred to hereinafter as “the Guide Interpreter” and “the Partnership”, respectively.
2. If the Guide Interpreter has entered into a special agreement in writing without violating the Japanese laws, ordinances and regulations and within the scope not unfavorable for the Traveler, that special agreement, notwithstanding the provisions of the preceding Paragraph, shall prevail over the provisions of these General Terms and Conditions.
3. While the Partnership does not have the corporate status, the Guide Interpreter concludes with the Traveler the Guide-Organized Tour Contract under the name of the Partnership and its effects shall be borne with all partners of the Partnership.

### [Definition of Terms]

#### Article 2

1. An “Guide-Organized Tour” as stated in these General Terms and Conditions means a guided tour for which the Guide Interpreter prepares in advance, for the recruitment of the Travelers, a guided tour plan in which the destination and itinerary of the guided tour and the amount of the guide interpreter fee, etc. that the Traveler should pay to the Guide Interpreter are specified, and which the Guide Interpreter operates according to such a plan.
2. A “Communications Contract” as stated in this part means a Guide-Organized Tour Contract which the Guide Interpreter concludes with a member of the online payment system with which the Partnership is affiliated (hereinafter referred to as “Affiliated Company”) by receiving an application via online with which the Traveler agrees in advance to settle the credits or debts for the guide interpreter fee, etc., based on the Guide-Organized Tour Contract which the Guide Interpreter has against the Traveler on or after the date on which such credits or debts should be settled in accordance with the membership rules of the Affiliated Company separately established, and with which the Traveler pays the guide interpreter fee, etc., under the Guide-Organized Tour Contract in accordance with the methods stipulated in Paragraph 2, Article 10, the latter part of Paragraph 1, Article 22 and Paragraph 2, Article 25.

3. An “Electronic Acceptance Notice” as stated in this part means a notice of acceptance in response to an application for a contract which is sent by, among methods using information communication technology, a method of transmission through a telecommunication line connecting the computer, facsimile machine, telex or telephone (hereinafter referred to as “Computer, Etc.”) used by the Partnership and the Computer, Etc., used by the Traveler.
4. An “Online Payment Day” as stated in these General Terms and Conditions means the date on which the Traveler or the Guide Interpreter should pay the guide interpreter fee, etc., or settle the refund debts in accordance with the Guide-Organized Tour Contract.

## **Chapter II: Conclusion of Contract**

### **[Application for Contract]**

#### **Article 3**

1. A Traveler who intends to apply to the Guide Interpreter for a Guide-Organized Tour Contract must enter the prescribed matters in an application form prescribed by the Partnership (hereinafter referred to as “Application Form”) and submit it to the Guide Interpreter together with the application fee, the amount of which is separately specified by the Guide Interpreter.
2. The application fee referred to in Paragraph 1 shall be treated as part of a Guide Interpreter Fee or a cancellation fee or a penalty.
3. A Traveler who needs special consideration in participating a Guide-Organized Tour is requested to inform the Guide Interpreter to that effect at the time of application for the Guide-Organized Tour Contract. Then, the Guide Interpreter will accommodate the requirements to the reasonably practical extent.
4. The cost required for the special measure taken by the Guide Interpreter for the Traveler in accordance with the information referred to in the preceding Paragraph shall be borne by the Traveler.

### **[Reservation by Telephone, Etc.]**

#### **Article 4**

1. The Guide Interpreter accepts reservations for a Guide-Organized Tour Contract by telephone, mail, facsimile or other means of communication. In this case, the contract is not in effect at the time of the reservation, and the Traveler, after The Guide Interpreter has informed him/her of the acceptance of the reservation, must submit an Application Form and the application fee, in accordance with the provisions of Paragraph 1 or 2 of the preceding Article within the period specified by The Guide Interpreter.
2. When the Application Form and the application fee have been submitted or the Membership Number, Etc., have been informed in accordance with the provisions of the preceding Paragraph, the order for the conclusion of the Guide-Organized Tour Contract shall be according to the order of receipt of the reservation concerned.
3. If the Traveler has not submitted the application fee within the period referred to in Paragraph 1, the Guide Interpreter deems that there has been no reservation.

## **[Refusal of Conclusion of Contract]**

### **Article 5**

In any of the following cases, the Guide Interpreter may not agree to conclude a Guide-Organized Tour Contract:

- (1) If any of the conditions of a participating Traveler in respect of sex, age, qualifications, skills, etc., specified by the Guide Interpreter in advance is not met;
- (2) If the number of applying travelers has reached the maximum number of participants for the guided tour;
- (3) If the date which the Guide Interpreter specified as the due date for application comes;
- (4) If it seems likely that the Traveler may give trouble to other Travelers and/or disturb the smooth conduct of group activities;
- (5) In case of intending to conclude a Communications Contract, if the Traveler is unable to settle his/her debts relating to the guide interpreter fee, etc., in whole or in part, in accordance with the membership rules of the Affiliated Company, for such reasons as the Traveler's credit card being invalid, etc.
- (6) If the Traveler makes violent or unrighteous demands, menacing statements with regards to the transaction, violent actions, or similar acts thereto against the Guide Interpreter or the Partnership.
- (7) If the Guide Interpreter's business situation necessitates it.

## **[Time of Entry into Effect of Contract]**

### **Article 6**

1. A Guide-Organized Tour Contract enters into effect when the Guide Interpreter has agreed to the conclusion of the contract and received the application fee referred to in Paragraph 1, Article 3.
2. Notwithstanding the provisions of the preceding Paragraph, a Communications Contract enters into effect at the time the Guide Interpreter has issued a notice to the effect that the Guide Interpreter agrees to the conclusion of the contract; provided, however, that if an Electronic Acceptance Notice is issued under the contract, the contract enters into effect at the time such notice has reached the Traveler.

## **[Issue of Contract Document]**

### **Article 7**

The Guide Interpreter will issue to the Traveler a document mentioning the itinerary, the guide interpreter fee and other conditions for the guided tour and matters concerning the responsibility of the Guide Interpreter (hereinafter referred to as "Contract Document") promptly after the conclusion of the contract as established in the preceding Article.

## **[Detailed Information of Itinerary]**

### **Article 8**

1. If, before a Guide-Organized Tour Contract enters into effect, a Traveler requires the Guide Interpreter to provide the detailed information about the specific names of the public transportation planned to use during the guided tour, or the length of time planned to spend on each of the facilities at the tour destinations, etc., with which the traveler may by himself/herself be able to conduct a travel similar to the

guided tour provided by the Guide Interpreter (hereinafter referred to as the Detailed Information of Itinerary), the traveler must pay to the Guide Interpreter the amount specified by him/her.

2. The Detailed Information of Itinerary shall not be provided for the Traveler until the 14<sup>th</sup> day prior to the day preceding the date of commencement of the guided tour.
3. If a Guide-Organized Tour Contract enters into effect after a Traveler obtained the Detailed Information of Itinerary, the amount paid by the traveler referred to in Paragraph 1 shall be applied to the Interpreter Fee.
4. If a Custom-Ordered Guide Tour Contract did not enter into effect despite the fact that the Detailed Information of Itinerary had been provided for a Traveler, the amount paid by the Traveler referred to in Paragraph 1 shall not be refunded to the Traveler.

### **[Method of Using Information and Communications Technology]**

#### **Article 9**

1. Having obtained the Traveler's agreement in advance, if the Guide Interpreter, in place of the document mentioning the itinerary, the guide interpreter fee and other conditions for the guided tour and the matters concerning the responsibility of the Guide Interpreter, or the Contract Document to be issued to the Traveler in concluding a Guide-Organized Tour Contract, has provided the matters which should be mentioned in these documents (hereinafter referred to in this Article as "Matters To Be Mentioned") by a method using information and communications technology, the Guide Interpreter will confirm that the Matters To Be Mentioned have been recorded in the file kept in the communications equipment used by the Traveler.
2. In the case of the preceding Paragraph, if a file to record the Matters To Be Mentioned is not kept in the communications equipment used by the Traveler, the Matters To Be Mentioned will be recorded in the file kept in the communications equipment used by the Guide Interpreter (which must be made available only to the Traveler concerned) and it will be confirmed that the Traveler has read them.

### **[Due Date for Payment of Guide Interpreter Fee]**

#### **Article 10**

1. The Traveler must pay to the Guide Interpreter the guide interpreter fee, the amount of which is mentioned in the Contract Document, by the date mentioned in the Contract Document not later than the date of commencement of the guided tour.
2. If the Guide Interpreter has entered into a Communications Contract, the Partnership shall be paid the guide interpreter fee, the amount of which is mentioned in the Contract Document, via an online payment system of the Affiliated Company. Furthermore, the Online Payment Day shall be considered to be the day on which the guided tour contract enters into effect.

## Chapter III: Guide Interpreter Fee and Associated Expenses

### [Guide Interpreter Fee, etc.]

#### Article 11

1. The traveler must pay the Guide Interpreter Fee which includes the basic Guide Interpreter Fee, and extra fees in addition to other expenses necessary to conduct the guided tour (hereinafter referred to as “the Expenses to Conduct the Guide Services”).
2. The Expenses to Conduct the Guide Services shall be paid by the Traveler to the Guide Interpreter during a period from the date when the payment of the Guide Interpreter Fee has been done to before or on the date of the commencement of the guided tour, whereas the due date for the payment of the Guide Interpreter Fee is mentioned in Article 10.
3. The Guide Interpreter must clearly state the Guide Interpreter Fee and the Expenses to Conduct the Guide Services separately, and present them to the Travelers when the Guide Interpreter invites the Travelers to apply for the Guide-Organized Tour.

### [Basic Guide Interpreter Fee]

#### Article 12

1. Whereas the Basic Guide Interpreter Fee for the Guide-Organized Tour Contract may differ depending on each guided tour operated, the standard time and fees for the guide services are as the following table reads.

	Time for Guide Services	Basic Guide Interpreter Fee (per Traveler)
Half Day	4 hours	4,000 ~ 6,000 JPY
Full Day	8 hours	7,000 ~ 10,000 JPY

2. Whereas the child fee is not defined in the Guide Interpreter Fee, one adult traveler can take one infant aged under 3 at no charge of the Guide Interpreter Fee.
3. During the guided tour which includes an overnight stay, the time consumed from when the Guide Interpreter has ended the Guide Services of the day and departed from the Traveler to when he/she meets the Traveler in the next day morning will not be included in the time for the guide services.

### [Extra Fee for Extended Hours of Guide Services]

#### Article 13

1. If, after the commencement of the guided tour, the Guide Interpreter is requested by the Traveler to extend the time for the guide services beyond the hours which had been agreed upon at the conclusion of the Custom-Ordered Guide Tour Contract, he/she can decline the request.
2. In the case of the preceding Paragraph, if the Guide Interpreter accepts the request by the Traveler to extend the time for the guide services, the calculation of the extra fee per hour for such extension shall be determined by adding onto the Basic Guide Interpreter Fee 20% of the amount which is calculated by dividing the Basic Guide Interpreter Fee by the hours of the guide services; provided, however, the Traveler must pay the extra fee per hour even if the extended time of the guide service is shorter than 1 hour.

3. The Guide Interpreter shall receive from the Traveler the payment of the extra fee referred to in the preceding Paragraph on the day of conducting the guided tour.

**[Extra Fee for the Guide Services in the Early Morning and the Late Evening]**

**Article 14**

If the Guide Interpreter agrees with the Traveler to provide the guide services for the time before 7:00 in the morning or after 23:00 in the evening, he/she will charge to the Traveler 5,000 JPY each as the extra fee for the services in such early morning or late evening, apart from the Basic Guide Interpreter Fee mentioned in Article 12 and the extra fee mentioned in Article 13.

**[Extra Fee for the night prior to the commencement or the completion of the Guide Services]**

**Article 15**

If the Guide-Interpreter needs accommodations for the night before the commencement of or after the completion of the guide service because he/she lives far away from the place where the guide service begins or ends, an extra fee of 10,000 JPY per night shall be charged to the Traveler in addition to the hotel charge.

**[Expenses to Conduct the Guide Services]**

**Article 16**

The Traveler must pay all expenses for both the Traveler and the Guide Interpreter, including transportation expenses, admission fees, meal expenses and hotel charges, which are incurred when the Guide Interpreter provides the guide services according to the itineraries specified in the Custom-Ordered Guide Tour Contract.

**[Transportation Expenses of the Guide Interpreter]**

**Article 17**

1. The Traveler must pay the transportation expenses of the Guide Interpreter who travels from his/her home to the starting place of the guided tour and returns to his/her home after the completion of the guided tour, in addition to the transportation expenses of the Guide Interpreter during the guide services.
2. If the Guide Interpreter needs to travel to the starting place of the guided tour or returns to his/her home in the early morning or the late evening in which the public transportation is not available, he/she shall charge to the Traveler the expenses to use alternative transportation means such as taxis.

**[Meal Allowance of the Guide Interpreter]**

**Article 18**

1. If the guide service is provided during the time when breakfast, lunch, or dinner is taken, the Traveler must provide the Guide Interpreter with these meals free of charge.
2. If the meals mentioned in the preceding Paragraph are not provided, the Traveler must pay to the Guide Interpreter the meal allowances as shown in the following table:

	Meal Allowance
Breakfast	1,000 JPY
Lunch	1,500 JPY
Dinner	2,000 JPY

**[Hotel Charges of the Guide Interpreter]**

**Article 19**

1. The Guide Interpreter must specify the accommodation facility and its expenses necessary to provide the guided services prior to the conclusion of the Guide-Organized Tour Contract, and then reach the agreement on them with the Traveler at the time of concluding the Custom-Ordered Guide Tour Contract.
2. The Traveler must pay to the Guide Interpreter the accommodation expenses needed for the night before or after the guide service referred to in Article 15, according to the agreement at the time of concluding the Custom-Ordered Guide Tour Contract.

**Chapter IV: Change in Contract**

**[Change in Contract Contents]**

**Article 20**

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

**[Change in Amount of Guide Interpreter Fee, etc.]**

**Article 21**

If the cost of operating the guided tour is reduced or increased due to a change in the Contract Contents in accordance with the provisions of the preceding Article (such cost includes the cancellation fee, the penalty, or any other cost which has already been paid or which must be paid in the future in respect of the guide services which have not been received due to the change in the Contract Contents), the Guide Interpreter may change the amount of the guide interpreter fee, etc. within the amount of such reduction or increase at the time of the said change in the Contract Contents.

## Chapter V: Cancellation of Contract

### [Right of Cancellation of Traveler]

#### Article 22

1. A Traveler may cancel a Guide-Organized Tour Contract at any time on payment to the Guide Interpreter of the cancellation fee specified in the following table. In case of canceling a Communications Contract, the Partnership shall be paid the cancellation fee via the online payment system provided by the Affiliated Company.

Classification	Cancellation Fee
(a) If cancellation is made on or after the 20th day prior to the day preceding the date of commencement of the guided tour (applied only to the guided tour including the accommodations, excluding the cases mentioned in (b) through (g));	20% of the guide interpreter fee
(b) If cancellation is made on or after the 13th day prior to the day preceding the date of commencement of the guided tour (excluding the cases mentioned in (c) through (g));	30% of the guide interpreter fee
(c) If cancellation is made on or after the 6th day prior to the day preceding the date of commencement of the guided tour (excluding the cases mentioned in (d) through (g));	50% of the guide interpreter fee
(d) If cancellation is made on the 2nd day preceding the date of commencement of the guided tour;	100% of the guide interpreter fee
(e) If cancellation is made on the day preceding the date of commencement of the guided tour	100% of the guide interpreter fee
(f) If cancellation is made on the date of commencement of the guided tour;	100% of the guide interpreter fee
(g) In case of cancellation after the commencement of the guided tour or of nonparticipation without communication	100% of the guide interpreter fee
Note: The amounts of cancellation fees will be specified in the Contract Document.	

2. In the case referred to in the preceding paragraph, if a part of the expenses necessary to conduct the guide services mentioned in Article 16 has been paid by the Guide Interpreter on behalf of the Traveler for the purpose of the smooth operation of the guided tour, the Guide Interpreter shall endeavor to collect the paid expenses.
3. Notwithstanding the provisions of the preceding Paragraph, regarding the amount which could not be



collected out of the paid expenses necessary to conduct the guided tour, all the amount shall be billed to the Traveler.

4. Notwithstanding the provisions of Paragraph 1, a Traveler may cancel a Guide-Organized Tour Contract before the commencement of the guided tour without payment of the cancellation fee in any of the following cases:
  - (1) If the Contract Contents have been changed by the Guide Interpreter; provided, however, this is applicable only when the change is one mentioned in the following cases or any other important one;
    - A) The change of the date of commencement or completion of the guided tour mentioned in the Contract Document
    - B) The change of the tour destination or facility (including the restaurant) mentioned in the Contract Document
  - (2) If a natural disaster, a war, a riot, the suspension of the provision of Travel Services of transportation and accommodation facilities, etc., an order of a government or other public offices, or any other event has occurred, and the safe and smooth operation of the guided tour has become impossible or there is a very large possibility of such impossibility arising;
  - (3) If it has become impossible to operate the guided tour in accordance with the itinerary mentioned in the Contract Document due to causes attributable to the Guide Interpreter or the Partnership;
5. If, after the commencement of the guided tour, a Traveler has become unable to receive the Guide Services mentioned in the Contract Document due to causes not attributable to the Traveler, or if the Guide Interpreter has informed him/her to that effect, he/she may, notwithstanding the provisions of Paragraph 1, cancel that part of the contract for which he/she has become unable to receive the Guide Services, without payment of the cancellation fee.
6. In the case referred to in the preceding Paragraph, the Guide Interpreter or the Partnership shall refund the Traveler, out of the guide interpreter fee, the amount for that part of the Guide services which he/she has become unable to receive, provided, however, that if the case referred to in the preceding Paragraph is due to causes not attributable to the Guide Interpreter, the Guide Interpreter or the Partnership will refund to the Traveler the said amount less the amount of the cancellation fee, the penalty, and any other cost which have already been paid or must be paid in the future in respect of the Guide Services concerned.

#### **[Right of Cancellation, Etc., of the Partnership - Cancellation before Commencement of Travel]**

##### **Article 23**

1. The Guide Interpreter or the Partnership may cancel a Guide-Organized Tour Contract before the commencement of the guided tour explaining the reason to the Traveler, in any of the following cases:
  - (1) If it has become clear that the Traveler does not satisfy the conditions for a participating Traveler in respect of sex, age, qualifications, skills, etc., which the Guide Interpreter has specified in advance;
  - (2) If it is considered that the Traveler is not fit for the guided tour concerned for reasons of illness, absence of a required assistant or other reasons;
  - (3) If the Guide Interpreter has fallen into a sudden illness or got injured so that he/she has become incapable to conduct the guided tour;

- (4) If it is considered that the Traveler may give trouble to other travelers or disturb the smooth conduct of the group activities;
  - (5) If the Traveler has demanded a burden exceeding the reasonable extent in connection with the Contract Contents;
  - (6) If the number of travelers has not reached the minimum number of participants mentioned in the Contract Document;
  - (7) If there is a great possibility that the conditions for the operation of the guided tour, such as the required amount of snowfall in case of a guided tour for the purpose of skiing, which have been specified at the time of concluding the contract, will not be fulfilled;
  - (8) If a natural disaster, a war, a riot, the suspension of the provision of travel services of transportation and accommodation facilities, etc., an order of a government or other public offices, or any other event in which the Guide Interpreter is unable to intervene has occurred, and the safe and smooth operation of the guided tour in accordance with the itinerary mentioned in the Contract Document has become impossible or there is a very large possibility of such impossibility arising;
  - (9) If, in a case where a Communications Contract has been concluded, the Traveler has become unable to settle his/her debts relating to the guide interpreter fee, etc., in whole or in part, in accordance with the membership rules of the Affiliated Company, for such reasons as the Traveler's credit card being invalid, etc.
  - (10) If the Traveler has been found to fall under the provisions Item 6, Article 5;
2. If a Traveler has not paid the Guide Interpreter Fee by the date mentioned in the Contract Document as stated in Paragraph 1, Article 10, it shall be deemed that the Traveler has canceled the Guide-Organized Tour Contract on the day following that date. In this case, the Traveler must pay to the Partnership a penalty, the amount of which is equivalent to the cancellation fee specified in Paragraph 1 of the preceding Article.
  3. If the Guide Interpreter intends to cancel the Guide-Organized Tour Contract for the reason mentioned in Item (6), Paragraph 1, he/she shall inform the Traveler to the effect that the guided tour will be canceled prior to the 13th day (in case of a one day trip, the 6th day) prior to the day preceding the date of commencement of the guide tour.

### **[Right of Cancellation of the Partnership - Cancellation after Commencement of Guided Tour]**

#### **Article 24**

1. In any of the following cases, the Guide Interpreter may cancel part of a Guide-Organized Tour Contract, explaining the reason to the Traveler, even after the commencement of the guided tour:
  - (1) If it has become clear that the Traveler does not satisfy the conditions for a participating Traveler in respect of sex, age, qualifications, skills, etc., which the Guide Interpreter has specified in advance;
  - (2) If the Traveler is not fit for the continuance of the guided tour for a reason of illness, absence of a required assistant or other reasons;
  - (3) If the Guide Interpreter has fallen into a sudden illness or got injured so that he/she has become incapable to conduct the guided tour;

- (4) If the Traveler corrupts the discipline of group activities and disturbs the safe and smooth operation of the guided tour through violence or threat, etc., against the Guide Interpreter or other accompanying Travelers;
  - (5) If the Traveler has been found to fall under the provisions Item 6, Article 5;
  - (6) If a natural disaster, a war, a riot, the suspension of the provision of travel services of transportation and accommodation facilities, etc., an order of a government or other public offices, or any other event in which the Guide Interpreter is unable to intervene has occurred, and it has become impossible to continue the guided tour.
2. If the Guide Interpreter has canceled a Guide-Organized Tour Contract in accordance with the provisions of the preceding Paragraph, the contractual relationship between the Guide Interpreter and the Traveler may cease to exist at and after the time of the cancellation. In this case, for the obligations of the Guide Interpreter regarding the Guide Services which have already been received by the Traveler, they shall be deemed as having been validly performed.
  3. In the case referred to in the preceding Paragraph, the Partnership shall refund to the Traveler, out of the guide interpreter fee, the amount for that part of the Guide Services which have not yet been received by the Traveler less the amount of the cancellation fee, the penalty, and any other cost which have already been paid or must be paid in the future in respect of the Guide Services concerned.

#### **[Refund of Guide Interpreter Fee]**

##### **Article 25**

1. If the Guide Interpreter Fee has been reduced in accordance with the provisions of Article 21 or a Guide-Organized Tour Contract has been canceled in accordance with the provisions of the preceding three Articles, resulting in an amount which should be refunded to the Traveler, the Guide Interpreter shall refund the said amount to the Traveler within 14 days of the day following the date of the cancellation in case of a refund due to cancellation before the commencement of the guided tour, or within 30 days of the day following the date of completion of the guided tour mentioned in the Contract Document in case of a refund due to reduction of the amount or cancellation after the commencement of the guided tour.
2. In a case where the Partnership has concluded a Communications Contract with a Traveler, if the Guide Interpreter Fee has been reduced in accordance with the provisions of Article 21 or a Communications Contract has been canceled in accordance with the provisions of the preceding three Articles, resulting in an amount which should be refunded to the Traveler, it shall refund the said amount to the Traveler in accordance with the membership rules of the Affiliated Company. In this case, the Guide Interpreter shall inform the Traveler of the amount to be refunded within 14 days of the day following the date of the cancellation in case of a refund due to cancellation before the commencement of the guided tour, or within 30 days of the day following the date of completion of the guided tour mentioned in the Contract Document in case of a refund due to reduction of the amount or cancellation after the commencement of the guided tour.
3. The provisions of the preceding two Paragraphs do not prevent a Traveler or the Guide Interpreter from exercising the right to seek damages in accordance with the provisions of Article 33 or Paragraph 1, Article 34.

## **[Costs for Return Trip after Cancellation of Contract]**

### **Article 26**

If the Guide Interpreter has canceled a Guide-Organized Tour Contract after the commencement of the guided tour in accordance with the provisions of Items, Paragraph 1, Article 24, all the cost required for the trip to return to the place of departure must be borne by the Traveler.

## **Chapter V: Group Contract**

### **[Group Contract]**

#### **Article 27**

The Partnership applies the provisions of this Chapter with respect to the conclusion of a Guide-Organized Tour Contract for which more than one Traveler traveling together following the same itinerary has applied after nominating a responsible representative (hereinafter referred to as "Person Responsible for Contract").

### **[Person Responsible for Contract]**

#### **Article 28**

1. Except in those cases where a special agreement has been concluded, it shall be deemed that the Person Responsible for Contract has all power of agency for the conclusion of a Guide-Organized Tour Contract for Travelers constituting the Group concerned (hereinafter referred to as "Member(s)") and the Guide Interpreter will conduct transactions concerning the guided tour business with the said Person Responsible for Contract.
2. The Person Responsible for Contract must submit a list of Members to the Guide Interpreter by the date prescribed by the Guide Interpreter.
3. The Guide Interpreter shall not bear any responsibility for any debt or obligation which the Person Responsible for Contract now has or is expected to have in the future to a Member.
4. In a case where the Person Responsible for Contract does not accompany the Group during the guided tour, the Guide Interpreter deems that the Member who has been assigned by the Person Responsible for Contract in advance as Person Responsible for Contract after the commencement of the guided tour.

## **Chapter VI: Itinerary Management**

### **[Itinerary Management]**

#### **Article 29**

The Guide Interpreter or the Partnership will make efforts to secure for a Traveler the safe and smooth operation of the guided tour, and conduct the following businesses for a Traveler:

1. If it is considered that there is a possibility that the Traveler will not be able to receive the Guide Services during the guided tour, to take reasonably necessary measures for proper receiving of the Guide Services

in accordance with the Guide-Organized Tour Contract;

2. If the Contract Contents have to be changed despite the fact that the measures referred to in the preceding Item have been taken, to make arrangements for alternative services. In this case, efforts must be made to minimize the change in the Contract Contents by, inter alia, endeavoring to make the itinerary after the change conform to the purposes of the original itinerary in case the contents of the itinerary are to be changed, and endeavoring to make the Guide Services after the change similar to the original guide services in case the contents of the Guide Services are to be changed.

#### **[Instructions of the Guide Interpreter]**

##### **Article 30**

A Traveler must follow instructions of the Guide Interpreter for the safe and smooth operation of the guided tour when acting in a group during the period between the commencement of the guided tour and the completion of the guided tour.

#### **[Businesses of Other Person Accompanying the Guided tour]**

##### **Article 31**

1. The Guide Interpreter may, depending on the contents of the guided tour, have other person accompany the guided tour, and have him/her perform, in whole or in part, the businesses mentioned in Items of Article 29 or any other business which the Guide Interpreter considers necessary incidental to the Guide-Organized Tour concerned.
2. The period of time during which the other person referred to in the preceding Paragraph engages in the businesses referred to in the said Paragraph is from 8:00 to 20:00 as a rule.

#### **[Protective Measures]**

##### **Article 32**

If the Guide Interpreter considers that a Traveler is in need of protection due to illness, injury, etc., during the guided tour, he/she may take necessary measures. In this case, if the case is due to causes not attributable to the Guide Interpreter, the cost required for the measures taken shall be borne by the Traveler, and the Traveler must pay the said cost by the date designated by the Guide Interpreter and by the method designated by the Guide Interpreter.

### **Chapter VII: Responsibility**

#### **[Responsibility of the Partnership]**

##### **Article 33**

1. In performing a Guide-Organized Tour Contract, if the Guide Interpreter or the Partnership has caused damage to a Traveler intentionally or by negligence, the Partnership shall bear the responsibility for compensating for the damage, provided that the Partnership has been informed within 2 years of the day following the date of occurrence of the damage.

2. If a Traveler has incurred damage due to a natural disaster, a war, a riot, the suspension of the provision of travel services of transportation and accommodation facilities, etc., an order of a government or other public offices, or any other event in which the Guide Interpreter or the Partnership is unable to intervene, the Guide Interpreter or the Partnership shall not be responsible for compensating for the damage except in a case referred to in the preceding Paragraph.

### **[Responsibility of Traveler]**

#### **Article 34**

1. If the Guide Interpreter or the Partnership has incurred any damage caused by a Traveler intentionally or by negligence, the Traveler shall compensate the Guide Interpreter or the Partnership for such damage.
2. In concluding a Guide-Organized Tour Contract, a Traveler must endeavor to understand the rights and obligations of the Traveler, as well as other contents of the Guide-Organized Tour Contract, making good use of the information supplied by the Guide Interpreter or the Partnership.
3. In order to smoothly receive the Guide Services mentioned in the Contract Document, should a Traveler have realized that the Guide Services different from those mentioned in the Contract Document have been provided after the commencement of the guided tour, he/she must promptly notify the Guide Interpreter or the Partnership to that effect at the place of guided tour.