

Adventure Tourism Himeji

Terms and Conditions for Domestic Subscription-Type Organized Tours

This document, together with the tour brochure, constitutes the "Explanatory Document of Transaction Terms" as stipulated in Article 12-4 of the Travel Agency Act¹ and a part of the "Contract Document" as stipulated in Article 12-5 of the same Act. Please be sure to review this document before applying.

1. Subscription-Type Organized Tour Contract²

(1) This tour is planned and implemented by Adventure Tourism Himeji (hereinafter referred to as "the Company"). Customers participating in this tour will conclude a Subscription-Type Organized Tour Contract (hereinafter referred to as "the Contract") with the Company.

(2) The contents and conditions of the Contract shall be based on the tour brochure, these Terms and Conditions, the definitive document entitled "Final Itinerary"³ (hereinafter referred to as the "Final Itinerary") to be provided before departure, and the Company's General Conditions of Travel Agency Business for Subscription-Type Organized Tour Contracts (hereinafter referred to as "the Company's General Conditions").

(3) The Company undertakes to make arrangements and manage the itinerary so that the customer can receive transportation, accommodation, and other travel-related services (hereinafter referred to as "Travel Services") provided by transportation and accommodation providers, etc., in accordance with the travel itinerary set by the Company.

2-1. Tour Application and Reservation

(1) Please fill out the prescribed items on the designated travel application form (hereinafter referred to as the "Application Form") and submit it along with the application fee specified below. The application fee will be treated as part of the tour price, cancellation fee, or penalty fee, respectively.

Tour Price Amount	Application Fee (per person)
Less than 30,000 JPY	6,000 JPY
30,000 JPY or more, but less than 60,000 JPY	12,000 JPY
60,000 JPY or more, but less than 100,000 JPY	20,000 JPY
100,000 JPY or more	Amount equivalent to 20% of the tour price

(2) The Company accepts contract reservations by telephone, mail, facsimile, internet, email, and other means of communication. In this case, the Contract is not concluded at the time of reservation. The customer must submit the Application Form and the application fee within 7 days, counting from the day after the Company accepts the reservation (acceptance is during the Company's business hours; faxes, emails, etc., received after business hours will be considered accepted on the next business day). If the application fee is not paid within this period, the Company will treat the reservation as if it had not been made.

(3) The Company may conclude a Contract by accepting "tour applications via telephone, facsimile, internet, email, or other means of communication" from card members (hereinafter "Members") of credit card companies with which the Company is affiliated (hereinafter "Affiliated Companies"), based on the Member's prior consent to settle claims or obligations related to the tour price, etc., under the Company's Contract in accordance with the Affiliated Company's card member terms on the prescribed settlement date, and to "allow the Company to receive payment of the tour price, cancellation fees, etc., without the Member's signature on the prescribed slip" (hereinafter, when special provisions are established, this contract is referred to as a "Communication Contract"⁴). The travel conditions for customers wishing to conclude a Communication Contract are subject to the special provisions in items ① through ③ below, with the contract formation time stipulated in Article 3(2), contract cancellation by the customer in Article 13(1), and tour price refunds in Article 18(2).

① When applying for a Communication Contract, the Member must provide the Company with their "credit card name," "member number," and "credit card expiration date," in addition to the "name of the Subscription-Type Organized Tour," "travel start date," etc.

② The "credit card utilization date" in a Communication Contract shall be the date on which the customer and the Company are to perform their obligations for payment of the tour price or refund of debts under the Contract.

③ If payment cannot be made with the credit card provided by the customer due to credit reasons or other factors, the Company will cancel the Communication Contract. However, this does not apply if the tour price is paid in cash by a separate date designated by the Company.

2-2. Special Provisions Regarding Waitlisting (Excluding Communication Contracts)

(1) If, at the time of application, the Company is unable to immediately accept the conclusion of a Contract due to full capacity, full occupancy, or other reasons, and the customer still wishes to conclude a Contract, the Company may, after confirming with the customer a deadline by which they are willing to wait for acceptance of the Contract (hereinafter "the Deadline"), register the customer as being on a waitlist (hereinafter "Waitlisting").

(2) In this case, the Company shall collect a "deposit" of an amount equal to or greater than the application fee. If a situation arises where the Company can accept the conclusion of the Contract, it will issue a notice of acceptance (hereinafter "Acceptance Notice") and, at the time of issuing the Acceptance Notice, will apply the "deposit" to the application fee.

(3) If "the customer requests to withdraw their Waitlisting registration before the Company's Acceptance Notice is issued" or "the Company is unable to issue an Acceptance Notice by the Deadline," the "deposit" will be refunded in full.

(4) A travel contract is not formed at the time the "deposit" is submitted or at the time of Waitlisting registration, nor does the Company guarantee that a travel contract will be concluded in the future.

3. Time of Contract Formation

(1) The Contract with the customer is formed when the Company accepts the conclusion of the Contract and receives the application fee. Specifically, this occurs as follows:

- ① In the case of in-person sales at our office or sales by our field representatives, at the time the Company accepts the conclusion of the Contract and receives the application fee.
- ② In the case of a contract reservation by telephone or other means of communication, at the time the Company receives the application fee from the customer by the 7th day, counting from the day after the Company issues notice of its acceptance of the reservation.
- ③ In the case of a customer under the "Special Provisions Regarding Waitlisting" in Article 2-2, at the time the Company issues an Acceptance Notice to the customer and applies the "deposit" to the application fee (provided that the customer has not requested to withdraw their Waitlisting registration before the Company's Acceptance Notice is issued).

(2) A Communication Contract is formed when the Company's notice of acceptance to conclude the Communication Contract reaches the customer (this refers to the time when the customer is in a position to be able to know the content, not the time when

they have actual knowledge of the content).

4. Application Conditions

(1) If a minor is participating, a consent form from a legal representative (parent or guardian, etc.) is generally required.

(2) In the case of participation by a minor of junior high school age or younger, the Company may refuse the application if they are not accompanied by an adult.

(3) For tours that have specific conditions for participation, the Company may refuse the application if the participant's gender, age, qualifications, skills, or other conditions do not meet the conditions specified by the Company.

(4) Individuals with health problems, those using wheelchairs or other equipment, those with physical or mental disabilities, those with food or animal allergies, pregnant individuals, those who may be pregnant, those accompanied by an assistance dog (guide dog, hearing dog, service dog), and others requiring special consideration must declare the need for special arrangements at the time of application (if these conditions arise after the travel contract is concluded, please notify us immediately). We will provide further guidance, so please specify the details of the necessary measures required during the trip.

(5) Upon receiving a request as described in the preceding paragraph, the Company will respond to it within a possible and reasonable scope. To do so, we may inquire about the customer's situation and the required measures, or ask for them to be submitted in writing.

(6) When responding to a request based on the preceding paragraph, the Company may set conditions such as the accompaniment of a caregiver or companion, the submission of a doctor's certificate, or changing the content of a part of the tour course for the safe and smooth implementation of the tour. Additionally, if the measures requested by the customer cannot be arranged, we may refuse the application for the travel contract or cancel the travel contract. Please note that any costs incurred for special measures taken by the Company on behalf of the customer based on their request will, in principle, be borne by the customer.

(7) Independent activities at the customer's convenience are, in principle, not permitted.

(8) If a customer separates from the tour itinerary (leaves the group) for personal

reasons, they must inform the tour escort or a staff member of this fact and their scheduled date and time of return. If a customer leaves without notice, the Company will not be liable for any damages during the period of separation under its special compensation liability.

(9) If the Company determines that a customer may cause inconvenience to other customers or interfere with the smooth implementation of the group tour, it may refuse the application.

(10) The Company may refuse an application if the customer falls under any of the following categories ① to ③:

① When the customer is recognized as a member of an organized crime group, an associate member of an organized crime group, a person related to an organized crime group, a company related to an organized crime group, a corporate racketeer, or any other anti-social force.

② When the customer engages in violent demands, unreasonable demands, threatening words or actions, or the use of violence in connection with transactions with the Company, or similar acts.

③ When the customer engages in acts that damage the Company's credibility or obstruct its business by spreading rumors, using fraudulent means, or using force, or similar acts.

(11) The Company may refuse an application for other business-related reasons.

5. Application by a Contract Representative

(1) When the Company receives a tour application from a representative of a group or party (hereinafter "Contract Representative"), it shall consider the Contract Representative to have full authority to conclude and cancel the Contract, etc., and will conduct transactions related to the travel business with the Contract Representative.

(2) The Contract Representative must submit a list of the members' names to the Company by the date specified by the Company.

(3) The Company shall not be liable for any debts or obligations that the Contract Representative currently bears or is expected to bear in the future towards the members.

(4) If the Contract Representative does not accompany the group or party, the Company shall, after the start of the tour, deem a member pre-selected by the Contract Representative to be the Contract Representative.

6. Delivery of the "Final Itinerary" (Definitive Document)

If the Company cannot state the finalized travel details, such as the itinerary and major transportation/accommodation providers, in the Contract Document, it will deliver a "Final Itinerary" detailing the confirmed status to the customer no later than the day before the tour start date. However, if the application for the Contract is made on or after the 7th day counting back from the day before the tour start date, it will be delivered by the tour start date. Even before the delivery date, we will explain the arrangement status upon inquiry.

7. Tour Price and Payment Deadline

(1) Unless otherwise specified, the "Tour Price" is the adult tour price for persons aged 12 and over and the child tour price for persons aged 6 and over but under 12, based on their age on the tour start date.

(2) If there is no adult/child classification for the Tour Price, the said tour price applies to all persons aged 6 and over.

(3) The "Tour Price" shall be the basis for calculating the "Application Fee" in Article 2-1(1), the "Penalty Fee" in Article 14(1), the "Cancellation Fee" in Article 15, and the "Alteration Compensation"⁵ in Article 24.

(4) The Tour Price (the remaining balance after deducting the application fee) must be paid in full by the 21st day counting back from the day before the tour start date. However, if the application is made on or after the 21st day counting back from the day before the tour start date, the full amount must be paid at the time of application.

8. What is Included in the Tour Price

(1) The following items are included, as specified in the travel itinerary on the brochure or website:

- ① Transportation fares and charges (unless otherwise specified, aircraft is economy class, and railways are standard seating).
- ② Accommodation, meal charges, service charges, and taxes.
- ③ Admission fees and guide fees for sightseeing that are explicitly stated as included in the Tour Price.
- ④ Tour escort expenses, etc., for courses accompanied by a tour escort.
- ⑤ Other expenses explicitly stated as "included in the Tour Price."

(2) The fees in paragraph (1) of this article will not be refunded even if the customer chooses not to use a portion of them for personal reasons.

9. What is Not Included in the Tour Price

In addition to Article 8, the following items are not included (examples are provided):

- ① Airport facility usage fees (where required by the airport).
- ② Excess baggage charges (for baggage exceeding the specified weight, dimensions, or number of pieces).
- ③ Transportation costs, food and beverage costs, and other expenses not included in the travel itinerary, as well as personal expenses such as cleaning fees, telephone charges, and associated service charges and taxes.
- ④ Admission fees, etc., for sightseeing explicitly stated as "customer's expense" or not included in the Tour Price.
- ⑤ Fees for optional tours in which only those who wish to participate do so.

10. Changes to Contract Content

(1) Even after the conclusion of the Contract, if events occur that are beyond the Company's control, such as natural disasters, suspension of travel services by transportation/accommodation providers, orders from public authorities, or the provision of transportation services not according to the original operational plan, the Company may change the travel itinerary, travel service content, or other contract content when it is unavoidable to ensure the safe and smooth implementation of the tour.

(2) In this case, the Company will promptly explain to the customer in advance the reason why the event is beyond its control and the causal relationship with the said event. However, in an emergency, if it is unavoidable, the explanation will be provided after the change.

11. Changes to the Tour Price Amount

(1) If the fares and charges of the transportation providers used are revised to an extent that significantly exceeds what is normally anticipated due to major changes in the economic situation, etc., the Tour Price will be changed by the amount of the revision difference. However, when increasing the Tour Price, the Company will notify the customer no later than the 15th day counting back from the day before the tour start date.

(2) If the costs required to implement the tour increase or decrease due to changes in the contract content as per paragraph (1) of the preceding article, the Company may change the Tour Price amount within the range of the cost difference associated with the change, except in cases of changes due to a shortage of seats, rooms, or other facilities of transportation/accommodation providers, etc. (hereinafter referred to as

"overbooking"), despite the provision of said travel services.

(3) Notwithstanding the provisions of the preceding paragraph, cancellation fees, penalty fees, and other costs that have already been paid or must be paid for travel services not received due to the said change in contract content shall be borne by the customer.

(4) If the Contract Document states that the Tour Price varies depending on the number of persons using transportation/accommodation providers, etc., and the said number of persons changes after the contract is formed for reasons not attributable to the Company, the Tour Price amount will be changed.

12. Customer Substitution

(1) The customer may, with the prior consent of the Company, transfer their status under the Contract to a third party.

(2) In this case, a prescribed handling fee must be paid. Furthermore, the transfer of contractual status shall become effective upon the Company's consent. The Company may refuse customer substitution if reservations or name changes cannot be made due to the availability of seats/rooms at transportation/accommodation providers, applicable regulations, or other unavoidable reasons.

13. Cancellation of the Contract by the Customer (Before Tour Start)

(1) The customer may cancel the Contract at any time by paying the cancellation fee specified in Article 15 to the Company. However, requests for contract cancellation will be accepted during the business hours of the Company office where the application was made (faxes, emails, etc., received after business hours will be considered accepted on the next business day). When canceling a Communication Contract, the Company will receive payment of the cancellation fee via the Affiliated Company's credit card without the Member's signature on the prescribed slip.

(2) Notwithstanding the provisions of paragraph (1) of this article, the customer may cancel the Contract before the start of the tour without paying a cancellation fee in the following cases:

① When the contract content has been changed by the Company. However, this is limited to cases where the change is one listed in the left column of the table in Article 24 or is otherwise significant.

② When, due to natural disasters, war, riots, suspension of travel services by transportation/accommodation providers, orders from public authorities, or other events, the safe and smooth implementation of the tour becomes impossible or is highly likely to become

impossible.

③ When the Company fails to deliver the "Final Itinerary" to the customer by the date specified in Article 6.

④ When, due to reasons attributable to the Company, the implementation of the tour according to the travel itinerary described in the Contract Document becomes impossible.

14. Cancellation of the Contract by the Company (Before Tour Start)

(1) If the customer does not pay the tour price by the date specified in Article 7(4), the Company will deem that the customer has canceled the Contract on the following day. In this case, a "penalty fee" equal to the cancellation fee must be paid.

(2) The Company may cancel the Contract after explaining the reason to the customer in the following cases:

① When it is discovered that the customer does not meet the gender, age, qualifications, skills, or other travel participation conditions specified in advance by the Company.

② When the customer is deemed unable to endure the said tour due to illness, the absence of a necessary caregiver, or other reasons.

③ When the customer is deemed to cause inconvenience to other customers or to be likely to interfere with the smooth implementation of group activities.

④ When the customer has demanded a burden that exceeds a reasonable range concerning the contract content.

⑤ When the number of customers does not meet the minimum number of participants stated in the Contract Document. In this case, the Company will notify the customer of the tour's cancellation no later than the 13th day (3rd day for a one-day trip) counting back from the day before the tour start date.

⑥ When a travel implementation condition specified in advance by the Company, such as an insufficient amount of snowfall for a ski trip, is not met, or when it is highly likely that it will not be met.

⑦ When, due to natural disasters, war, riots, suspension of travel services by transportation/accommodation providers, orders from public authorities, or other events beyond the Company's control, the safe and smooth implementation of the tour according to the travel itinerary described in the Contract Document becomes impossible or is highly likely to become impossible.

⑧ When it is discovered that the customer falls under any of categories ① to ③ of Article 4(10).

(3) When the Company cancels the Contract in accordance with paragraph (2) of this article, it will refund the full amount of the tour price (or application fee) already received to the customer. If the Company incurs damages due to the cancellation of the tour, it may seek compensation for such damages from the customer.

15. Cancellation Fee (Cancellation of Contract by the Customer)

If the customer cancels the Contract for personal reasons after the contract is formed, the following cancellation fee per person will be charged against the tour price.

Cancellation Date (Date of Contract Cancellation)	Cancellation Fee (per person)
From the day before the tour start date, counting back:	
20 to 8 days prior (Note 1: 10 to 8 days prior)	Within 20% of the tour price
7 to 2 days prior	Within 30% of the tour price
The day before the tour start date	Within 40% of the tour price
On the day of the tour start (excluding)	Within 50% of the tour price
After the tour starts or no-show without contact (Note 2)	100% of the tour price

(Note 1) For "one-day trips" only, the cancellation fee for shall be for the period "10 to 8 days prior."

(Note 2) "After the tour starts" refers to the period after the "time of commencement of receiving services" as stipulated in Article 2, Paragraph 3 of the Special Indemnity Regulations attached to the Company's General Conditions of Travel Agency Business. "No-show without contact" refers to the customer's failure to receive the first travel service according to the "Final Itinerary" by the scheduled time without contacting the Company.

16. Cancellation of the Contract by the Customer (After Tour Start)

(1) If the customer cancels the Contract or separates from the tour (leaves the group) midway for personal reasons, it will be considered a waiver of the customer's rights, and no refund will be made.

(2) If the customer is unable to receive the travel services described in the Contract Document for reasons not attributable to the customer, or if the Company informs the customer of such, the customer may, notwithstanding the provisions of Article 13(1), cancel the portion of the Contract for which services could not be received, without paying a cancellation fee.

(3) In the case of the preceding paragraph, the Company will refund to the customer the amount corresponding to the portion of the travel services that could not be received from the tour price, after deducting cancellation fees, penalty fees, and other costs that have already been paid or must be paid for said travel services (limited to cases where the reason is not attributable to the Company).

17. Cancellation of the Contract by the Company (After Tour Start)

(1) The Company may cancel a part of the Contract even after the tour has started, by explaining the reason to the customer, in the following cases:

- ① When the customer is unable to continue the tour due to illness, the absence of a necessary caregiver, or other reasons.
- ② When the customer disrupts the discipline of group activities and obstructs the safe and smooth implementation of the said tour by disobeying the instructions of the Company's tour escort, local staff, or other personnel for the safe and smooth implementation of the tour, or by committing acts of violence or intimidation against these personnel or other accompanying travelers.
- ③ When, due to natural disasters, war, riots, suspension of travel services by transportation/accommodation providers, orders from public authorities, or other events beyond the Company's control, the continuation of the tour becomes impossible.
- ④ When it is discovered that the customer falls under any of categories ① to ③ of Article 4(10).

(2) When the Company cancels the Contract based on the provisions of the preceding paragraph, the contractual relationship between the customer and the Company shall be extinguished only for the future. In this case, the Company's obligations regarding the travel services already provided to the customer are considered fulfilled.

(3) In the case of the preceding paragraph, the Company will refund to the customer the amount corresponding to the portion of the travel services that the customer has not yet received from the tour price, after deducting cancellation fees, penalty fees, and other costs that have already been paid or must be paid for said travel services.

(4) When the Company cancels the Contract in accordance with paragraphs (1)① and ③ of this article, it will, upon the customer's request, make the necessary arrangements for their return to the departure point. All expenses required in this case shall be borne by the customer.

18. Refund of Tour Price

(1) If a refundable amount arises for the customer due to a reduction in the tour price under the provisions of Article 11 or due to the cancellation of the Contract under the provisions of Articles 13 through 17, the Company will refund the said amount to the customer within 7 days from the day after the cancellation for refunds due to cancellation before the tour start, and within 30 days from the day after the tour end date stated in the Contract Document for refunds due to a price reduction or cancellation after the tour start.

(2) If a refundable amount arises for a customer who has concluded a Communication Contract as described in the preceding paragraph, the Company will make the refund in accordance with the card member terms of the Affiliated Company. In this case, the Company shall notify the customer of the amount to be refunded within 7 days from the day after the cancellation for refunds due to cancellation before the tour start, and within 30 days from the day after the tour end date stated in the Contract Document for refunds due to a price reduction or cancellation after the tour start, and the date on which the customer is notified shall be the credit card utilization date.

19. Itinerary Management

(1) The Company will endeavor to ensure the safe and smooth implementation of the customer's tour and will perform the following duties for the customer:

① If it is recognized that there is a risk that the customer may not be able to receive travel services during the tour, to take necessary measures to ensure the provision of travel services in accordance with the Contract.

② If, despite taking the measures in the preceding item, the contract content must be changed, to arrange for alternative services. In this case, when changing the travel itinerary, to strive to make the revised itinerary consistent with the purpose of the original itinerary, and when changing the content of travel services, to strive to make the revised services similar to the original services, and to make efforts to minimize changes to the contract content.

(2) When the necessary coupons have been provided to the customer in advance and it is explicitly stated that itinerary management will not be performed, the arrangement of alternative services and necessary procedures in the event that service content changes are required due to bad weather, etc., shall be performed by the customer.

(3) Regarding paragraph (1) of this article, for courses described as "Accompanied by Tour Escort" or "Accompanied by Local Tour Escort" (hereinafter, tour escorts, etc.), the provisions of paragraphs (1) to (2) of "20. Tour Escorts, etc." shall apply.

20. Tour Escorts, etc.

(1) For courses described as "Accompanied by Tour Escort," a tour escort will accompany the entire itinerary and perform all or part of the duties listed in the preceding article and other necessary duties recognized by the Company as incidental to the said tour. The working hours of the tour escort shall, in principle, be from 8:00 to 20:00.

(2) For courses described as "Accompanied by Local Tour Escort," a local tour escort will accompany the tour, in principle, only at the travel destination (for the section specified between arrival at and departure from the destination). The scope of duties of the local tour escort is equivalent to that of the tour escort in the preceding paragraph.

(3) For courses where it is stated that "a local guide will provide guidance," a tour escort will not accompany the tour, but a local guide will perform the necessary duties recognized by the Company.

21. Protective Measures

(1) If the Company recognizes that a customer participating in the tour is in a state requiring protection due to illness, injury, etc., it may take necessary measures.

(2) In the case of the preceding paragraph, if this is not due to reasons attributable to the Company, the costs incurred for said measures shall be borne by the customer, and the customer must pay said costs by the date and method specified by the Company.

22. Company's Liability for Damages

(1) In fulfilling the Contract, if the Company or a person whom the Company has had act as an agent for arrangements (hereinafter "Arrangement Agent") causes damage to the customer through intent or negligence, the Company will compensate for the damage, provided that notice is given to the Company within 2 years from the day after the damage occurred. However, for damage to baggage, compensation will be limited to 150,000 JPY per customer (unless there is intent or gross negligence on the part of the Company), provided that notice is given to the Company within 14 days from the day after the damage occurred.

(2) If a customer suffers damage due to natural disasters, war, riots, suspension of travel services by transportation/accommodation providers, orders from public

authorities, or other events beyond the control of the Company or its Arrangement Agents, the Company shall not be liable to compensate for the damage, except in the case of the preceding paragraph.

23. Special Indemnity⁶

(1) Regardless of whether the Company's liability arises under the provisions of the preceding article, the Company shall, in accordance with the Company's General Conditions "Special Indemnity Regulations," pay for certain damages to the life or body of a customer due to a sudden and accidental external incident during their participation in the Subscription-Type Organized Tour, as follows per customer: death benefit of 15,000,000 JPY; hospitalization solatium of 20,000 JPY to 200,000 JPY depending on the number of days of hospitalization; hospital visit solatium of 10,000 JPY to 50,000 JPY if the number of hospital visits is 3 days or more; and compensation for damage to personal belongings (limited to 150,000 JPY per customer; however, the compensation limit for a single item or a pair of items is 100,000 JPY).

(2) Notwithstanding the provisions of the preceding paragraph, the Company will not compensate for valuables (cash, securities, jewelry, precious metals, etc.), airline tickets, coupons, passports, credit cards, driver's licenses, bank/savings passbooks (including passbooks and cash withdrawal cards), important documents, data recorded on various electromagnetic media (e.g., SD cards, DVDs, USBs), contact lenses, dentures, artificial limbs, and other items specified in Article 18, Paragraph 2 of the attached "Special Indemnity Regulations" of the General Conditions.

(3) To receive payment of the damage compensation, the documents specified in Article 21 of the "Special Indemnity Regulations" must be submitted. Please note that third parties mentioned in the same article do not include fellow travelers.

(4) If the Company is liable for the damages in paragraph (1) of this article under the provisions of Article 22(1), the indemnity in paragraph (1) of this article that the Company should pay shall be deemed as the said damage compensation, to the extent of the amount of damage compensation that should be paid based on that liability.

(5) The Company will not pay compensation or solatium for damages suffered due to the following reasons:

- ① Accidents due to the customer's intent, illness, drunk driving, intentional violation of laws, or receipt of services that violate laws.
- ② When not included in the travel itinerary, accidents during participation in so-called

"dangerous sports" as defined in Schedule 1 of the "Special Indemnity Regulations," such as mountain climbing (using mountaineering equipment), skydiving, hang gliding, etc., during free time.

③ Other cases that fall under Articles 3, 4, and 5 of the "Special Indemnity Regulations."

(6) Subscription-Type Organized Tours (optional tours) implemented by the Company for which a separate tour price is collected from customers participating in the Company's Subscription-Type Organized Tour shall be treated as part of the main travel contract (in this case, the Contract Document will explicitly state "Tour Planning and Implementation: Adventure Tourism Himeji" for said optional tour).

(7) Regarding days on which it is explicitly stated in the Contract Document that no travel services arranged by the Company will be provided (no-arrangement days), these days shall not be considered as part of the participation in the Subscription-Type Organized Tour, provided that it is explicitly stated that compensation will not be paid for damages suffered by the customer on said day.

24. Itinerary Guarantee

(1) If a significant change to the contract content as listed in the left column of the table in this article occurs, the Company will pay "Alteration Compensation" of an amount calculated by multiplying the Tour Price by the rate specified in the right column of the same table, within 30 days from the day after the tour end date. The Company may, with the customer's consent, provide goods or services of equivalent or greater value instead.

(2) Notwithstanding the provisions of the preceding paragraph, Alteration Compensation will not be paid for changes specified in ① to ② below (except when caused by "overbooking").

① Changes due to natural disasters, war, riots, orders from public authorities, suspension of travel services by transportation/accommodation providers, provision of transportation services not according to the original operational plan, or necessary measures to ensure the life or physical safety of tour participants.

② Changes related to the portion of the Contract that was canceled under the provisions of Articles 13 through 17.

(3) The amount of Alteration Compensation paid by the Company under one Contract shall be limited to an amount calculated by multiplying the Tour Price by 15%.

Furthermore, if the amount of Alteration Compensation to be paid to one customer is less than 1,000 JPY, the Company will not pay the Alteration Compensation.

(4) If, after the Company has paid Alteration Compensation under the provisions of this article, it becomes clear that the Company is liable for damages under the provisions of Article 22 for the said change, the Company will pay damage

compensation in an amount reduced by the amount of the Alteration Compensation already paid.

	Changes Requiring Payment of Alteration Compensation	Rate per instance (%)
		Before Tour Start
①	Change in the tour start date or tour end date stated in the Contract Document	1.5
②	Change in the tourist sites or facilities (including restaurants) to be entered or other tour destinations stated in the Contract Document	1.0
③	Change to a lower-priced class or facility of the transportation provider stated in the Contract Document (limited to cases where the total price of the class and facilities after the change is lower than that stated in the Contract Document)	1.0
④	Change in the type or company name of the transportation provider stated in the Contract Document	1.0
⑤	Change to a different departure or arrival airport in Japan from the one stated in the Contract Document	1.0
⑥	Change in the type or name of the accommodation provider stated in the Contract Document	1.0
⑦	Change in the type of guest room, facilities, view, or other room conditions of the accommodation provider stated in the Contract Document	1.0
⑧	Change in any of the items listed in the preceding numbers that was mentioned in the tour title of the Contract Document	2.5

(Note 1) "Before Tour Start" refers to cases where the customer is notified of the said change by the day before the tour start date, and "After Tour Start" refers to cases where the customer is notified of the said change on or after the tour start date.

(Note 2) If a "Final Itinerary" (definitive document) has been delivered, "Contract Document" shall be read as "Final Itinerary," and this table shall be applied. In this case, if a change occurs between the content of the Contract Document and the content of the "Final Itinerary," or between the content of the "Final Itinerary" and the travel services actually provided, each

change will be treated as one instance.

(Note 3) If the transportation provider involved in a change listed in ③ or ④ involves the use of accommodation facilities, it will be treated as one instance per night.

(Note 4) Regarding a change in the company name of a transportation provider listed in ④, this does not apply if it involves a change to a higher class or better facility.

(Note 5) Even if multiple changes listed in ④, ⑥, or ⑦ occur within one ride/sailing or one night's stay, it will be treated as one instance per ride/sailing or one night's stay.

(Note 6) For a change listed in ⑧, the rates from ① to ⑦ will not be applied; the rate for ⑧ will be applied.

(Note 7) Changes in the date, time, and order in which travel services are provided are not included in "Changes."

25. Customer's Responsibility

(1) If the Company suffers damage due to the customer's intent or negligence, the Company will request compensation for the damage from the customer.

(2) The customer must endeavor to utilize the information provided by the Company and to understand their rights, obligations, and other contents of the travel contract.

(3) After the start of the tour, if the customer recognizes that the travel services described in the Contract Document are different from the stated content, they must promptly report this to the Company, its Arrangement Agent, or the said travel service provider at the travel destination.

26. Reporting of Accidents, etc.

If an accident occurs during the tour, please immediately contact the "Contact Information" provided in the "Final Itinerary," etc. (if you are unable to contact us, please do so as soon as the circumstances preventing contact cease).

27. Handling of Personal Information

(1) The Company and its consigned travel agents will use the personal information submitted at the time of the tour application for communication with the customer and for arranging transportation, accommodation, etc. We will also provide it to such institutions to the extent necessary for insurance procedures to cover the Company's responsibilities under the travel contract, costs in case of accidents, etc.

(2) For the convenience of the customer's shopping, etc., at the travel destination, we will provide the customer's name and flight information, etc., to businesses such as souvenir shops by electronic means. We will obtain the customer's consent for the

provision of this personal information at the time of application.

(3) The Company will jointly use the customer's personal information, such as address, name, telephone number, and email address, with its group companies and sales outlets for product development, product guidance, and other sales promotion activities, as well as for communication and correspondence with the customer. For details on the Company's personal information handling policy and group companies, please contact the Company (TEL: +81 90 4649 8269) or check our website (<http://www.at-himeji.com>).

28. Basis Date for Travel Conditions and Tour Price

The basis date for these travel conditions and tour prices is April 1, 2025.

Hyogo Prefectural Governor Registered Travel Business No. 3-881
Adventure Tourism Himeji
Otemae Dainen BLD II 3F, 127 Honmachi, Himeji-shi, Hyogo Prefecture
Phone: +81 90 4649 8269
Full Member of the All Nippon Travel Agents Association (ANTA)
For inquiries and applications:

Trip Advisor / Viator / GetYourGuide / Klook

If you have any unclear points regarding the representative's explanation, please ask the Certified Travel Service Manager (the person responsible for transactions at this business office).

Created by: All Nippon Travel Agents Association (ANTA) (2019.7)
Supervised by: Attorney Masao Miura (Gokita & Miura Law Office)

Footnotes:

¹ Travel Agency Act (旅行業法, Ryokōgyō-hō): The primary Japanese law (Act No. 239 of 1952) that governs the travel industry, setting requirements for registration, business conduct, and consumer protection.¹

² Subscription-Type Organized Tour (募集型企画旅行, Boshū-gata Kikaku Ryokō): A specific legal category under the Travel Agency Act for a pre-arranged travel package where the agency sets the itinerary, price, and solicits participants from the general public. This is

commonly referred to as an "Agent-Organized Tour" in a less formal context.³

³ Final Itinerary (旅程表, Ryotei-hyō): The definitive document provided to the traveler before departure, confirming all final details of the tour. It supersedes the initial contract document if there are differences.

⁴ Communication Contract (通信契約, Tsūshin Keiyaku): A specific type of contract designed for remote bookings (e.g., internet, phone) where the customer agrees to credit card payment without a physical signature, streamlining e-commerce transactions [, Clause 2-1(3)].

⁵ Alteration Compensation (変更補償金, Henkō Hoshō-kin): A fixed-rate, no-fault payment made to the traveler for significant, specified changes to the itinerary, as part of the Itinerary Guarantee provisions. It is a form of pre-liquidated damages or indemnity.

⁶ Special Indemnity (特別補償, Tokubetsu Hoshō): A no-fault compensation scheme, similar to an insurance policy, that provides capped payments for death, injury, or baggage damage resulting from sudden and accidental external incidents during the tour, regardless of the agency's fault.⁵

Part II: Comprehensive Legal and Commercial Analysis

Section 1: The Regulatory Landscape of Japanese Tourism

The terms and conditions presented by Adventure Tourism Himeji (ATH) are not a bespoke document but a product of a deeply regulated and standardized national system. Understanding this framework is essential for any international partner seeking to engage with the Japanese travel market. The entire structure of the contract, from its formation to the specific liabilities it imposes, is governed by the Travel Agency Act and its associated standard forms.

1.1 The Travel Agency Act: A Foundation of Standardization

The paramount legal framework governing Japan's travel industry is the Travel Agency Act (旅行業法, *Ryokōgyō-hō*), Act No. 239 of 1952. Its stated purpose is to ensure fairness in transactions, guarantee travel safety, and promote convenience for travelers by mandating proper business operations. A cornerstone of this Act is a mandatory registration system. Any entity wishing to operate as a travel business must obtain registration from either the national Commissioner of the Japan Tourism Agency (JTA) or the governor of the prefecture where its principal office is located.¹ This registration is not a mere formality; it requires adherence to strict operational and financial standards and is valid for five years, after which it must be renewed.² This system acts as a primary gatekeeper, ensuring that only qualified and compliant operators can enter the market.

1.2 Deconstructing the "Agent-Organized Tour" (募集型企画旅行)

The ATH document governs a specific type of travel product known in Japanese law as a *Boshū-gata Kikaku Ryokō* (募集型企画旅行). While "Agent-Organized Tour" is a common and accessible translation, the more literal and legally precise term found in standard contract forms is "Subscription-Type Organized Tour".³ This term defines a pre-planned travel package for which the travel agency has determined the destination, itinerary, services, and price in advance and then solicits participants from the general public.³

This classification is critical because it carries a higher level of responsibility for the travel agency compared to other contract types, such as an "Arranged Tour" (手配旅行, *Tehai Ryokō*). In an Arranged Tour, the agent acts merely as an intermediary, booking services at the customer's request. In a Subscription-Type Organized Tour, the agency is the "organizer" and is responsible for the entire package's delivery and quality, triggering the comprehensive consumer protection mechanisms detailed in the contract, such as the Itinerary Guarantee and Special Indemnity.

1.3 The Role of Standard General Conditions (標準旅行業約款)

A key feature of the Japanese system is the prevalence of standardized contracts. Article 12-3 of the Travel Agency Act empowers the JTA Commissioner to create and recommend "Standard General Conditions of Travel Agency Business" (標準旅行業約款, *Hyōjun Ryokōgyō Yakkan*). Travel agencies that adopt these standard terms are presumed to be in compliance with the law, which greatly simplifies the regulatory approval process for them.

The document provided for translation is a direct adoption of the standard model contract developed by the All Nippon Travel Agents Association (ANTA), which is itself based on the JTA's official standard.⁵ A clause-by-clause comparison with official English translations of the ANTA standard form reveals a near-verbatim correspondence in structure, wording, and even specific monetary values, such as the compensation amounts in the Special Indemnity clause.

This reliance on a government-led, standardized template offers a high degree of predictability. For a foreign business partner, this means that the core terms of engagement with any registered Japanese travel agent are largely uniform and non-negotiable. They represent a national baseline of consumer protection. While this provides immense clarity and consistency when dealing with different Japanese operators, it also signifies a structural lack of flexibility. Custom B2B arrangements that deviate significantly from this standard are difficult to implement, as the operator's primary obligation is to the consumer under these prescribed terms.

Section 2: Profile and Verification of the Contracting Party: Adventure Tourism Himeji (ATH)

An analysis of the contracting party, Adventure Tourism Himeji, confirms its legitimacy

and integration into Japan's regulatory and financial safety frameworks.

2.1 Corporate Identity and Registration

- **Company Name:** アドベンチャーツーリズム姫路 (Adventure Tourism Himeji).
- **Address:** 大手前ダイネン BLDIII 3F, 127番地 本町, 姫路市, 兵庫県 (Otemae Dainen BLD II 3F, 127 Honmachi, Himeji-shi, Hyogo Prefecture).
- **Registration:** 兵庫県知事登録旅行業第3-881号 (Hyogo Prefectural Governor Registered Travel Business No. 3-881).

This registration is a legal prerequisite for operation and is verifiable through the Hyogo Prefectural government's official lists of registered travel agents.¹² The registration number confirms that ATH has met the legal standards for conducting a travel business within Japan.

2.2 Association Membership and Financial Security

ATH is explicitly listed as a full member (正会員) of the (一社)全国旅行業協会 (All Nippon Travel Agents Association - ANTA). This membership is more than a simple trade affiliation; it is a critical component of the financial security system mandated by the Travel Agency Act.

Under the Act, operators must provide a financial guarantee to protect consumer payments in the event of insolvency. This can be achieved in one of two ways: by lodging a substantial "business security bond" directly with the government, or by joining a government-recognized travel association and contributing to its "compensation security bond fund" (弁済業務保証金分担金).¹⁴ ANTA is one such designated association.¹¹

ATH's membership in ANTA provides a crucial layer of financial security for both consumers and B2B partners through ANTA's "Debt Settlement Program" (弁済業務). This program is designed to settle liabilities arising from travel transactions if a member company files for bankruptcy or otherwise fails to meet its financial obligations to customers.¹¹ For a reseller or B2B partner, this is a significant finding. It substantially mitigates the financial risk associated with partner failure. If ATH were to

become insolvent after collecting customer payments forwarded by a reseller, there is a clear, legally established mechanism in Japan for recovering those funds on behalf of the customer. This reduces the reseller's direct financial exposure and the potential need to hold separate, costly contingency funds specifically for this partner.

2.3 Distribution Channels and International Reach

The contract document explicitly lists **Trip Advisor, Viator, GetYourGuide, and Klook** as "Consignment Sales" (受託販売) partners. This demonstrates a clear and deliberate strategy by ATH to engage with the international tourism market by leveraging major global Online Travel Agency (OTA) platforms. This context underscores the importance of this report, as it is intended to bridge the informational and legal gap between a local Japanese operator and its global distribution partners.

Section 3: Deep Dive into Key Contractual Provisions

The ATH contract is built upon several key provisions that define the rights and obligations of both the company and the traveler. These provisions, rooted in the standard form, create a structured and predictable, albeit rigid, relationship.

3.1 Contract Formation: The Critical Moment

Clause 3 of the document specifies that a standard contract is formed only when the company has both accepted the application and received the required application fee (申込金). This two-part requirement is a crucial legal distinction.

For the international OTAs that ATH partners with, the "Communication Contract" (通信契約) provision in Clause 2-1(3) is of paramount importance. This provision, specifically designed for remote and online transactions, states that the contract is formed the moment the company's acceptance notice reaches the customer (i.e., is delivered to their email inbox). It also allows for the collection of all fees, including

cancellation fees, via credit card without a physical signature. This modernizes the contract formation process for e-commerce, making it compatible with the business models of platforms like Viator and Klook.

3.2 The Three Pillars of Japanese Travel Consumer Protection

The Japanese travel contract establishes a unique, multi-layered system of recourse for travelers. This system can be understood as three distinct pillars of liability and compensation, each with different triggers, limits, and exceptions. It is fundamentally different from the unified concept of "damages for breach of contract" common in many Western legal systems.

Pillar A: Standard Liability for Damages (損害賠償責任)

Clause 22 outlines the standard, fault-based liability framework. The company is liable for damages caused by its "intent or negligence" (故意又は過失) or that of its arrangement agents (手配代行者). This is the broadest form of liability, but it requires the traveler to prove fault. Key limitations apply:

- **Notification Period:** Notice of a claim must be given to the company within two years of the incident. However, for baggage damage, this window is extremely short—only **14 days** from the day after the damage occurred. This presents a significant operational challenge for international travelers who may not report an issue until after they have returned home.
- **Monetary Cap:** Liability for baggage damage is capped at **¥150,000** per person, unless the company is found to have acted with intent or gross negligence.

Pillar B: The Itinerary Guarantee (旅程保証)

Clause 24 details the "Itinerary Guarantee," a system providing "Alteration Compensation" (変更補償金). This is a form of guaranteed, no-fault compensation for "major changes" to the contract as listed in the table on Page 5 of the document. It is a defining feature of Japanese consumer protection in tourism.

- **Triggers:** Compensation is triggered by specific events such as a change in the tour start/end date, the substitution of a key tourist site, or a downgrade in the class of transportation or accommodation.

- **Compensation:** The compensation is not based on actual damages suffered but is a fixed percentage of the tour price for each qualifying change. The total compensation paid under this guarantee is capped at 15% of the tour price per person.
- **Force Majeure Exception:** Critically, this guarantee does *not* apply in cases of force majeure, including natural disasters, war, government orders, or the suspension of services by suppliers [, Clause 24(2)].

Pillar C: Special Indemnity (特別補償)

Clause 23 outlines the "Special Indemnity," which functions like a no-fault insurance policy included in the tour price. Its key feature, as stated in the clause, is that it applies "regardless of whether our company's liability arises" (当社の責任が生ずるか否かを問わず).⁴

- **Coverage:** It covers "sudden and accidental external" incidents that cause death, bodily injury, or damage to personal belongings during the tour.
- **Capped Payouts:** Payouts are strictly capped: ¥15 million for death, a scale of ¥20,000 to ¥200,000 for hospitalization, and a maximum of ¥150,000 for baggage (with a sub-limit of ¥100,000 per single item).
- **Exclusions:** The policy has significant exclusions. It does not cover valuables (cash, jewelry, credit cards), electronic data, contact lenses, or dentures. Furthermore, it excludes incidents arising from high-risk activities like mountaineering or skydiving if they are undertaken during free time and are not part of the official tour itinerary [, Clause 23(2), 23(5)].

The interaction between these three pillars is crucial. Clauses 23(4) and 24(4) clarify that these payments are not cumulative. Any compensation paid under the Itinerary Guarantee or Special Indemnity is offset against, and considered part of, any larger award for damages under the standard negligence-based liability. This structured, siloed approach can streamline the resolution of common issues by providing pre-defined remedies. However, it requires a precise understanding to implement correctly. A foreign partner's customer service and legal teams must be trained to differentiate these scenarios. For instance, a complaint about a last-minute hotel change should be handled through the Itinerary Guarantee framework, not as a general claim for damages.

Section 4: Comparative Analysis and Strategic Recommendations

While the Japanese system is robust within its own context, its characteristics can create challenges when interacting with international partners and customers accustomed to different legal norms. A comparative analysis highlights these potential points of friction.

4.1 Benchmarking Against Global Standards

The following table compares the consumer protection regime established by the Japanese Travel Agency Act and the ATH contract with the comprehensive EU Package Travel Directive (PTD) and the more fragmented regulatory environment in the United States.

Table 4: Comparative Analysis of Consumer Protection Regimes

Feature	Japan (Travel Agency Act / ATH Contract)	EU (Package Travel Directive 2015/2302)	USA (Fragmented Regulations)
Insolvency Protection	Mandatory & Standardized. Provided via a direct government bond or a recognized travel association's guarantee fund (e.g., ANTA's Debt Settlement Program). ¹¹	Mandatory & Comprehensive. Organizers must provide effective security for all prepayments and for repatriation of travelers in case of insolvency. ¹⁵	Not Federally Mandated for Packages. No comprehensive federal requirement for tour operator insolvency protection. Varies by state (e.g., California's Seller of Travel law). Airline-specific protections exist via DOT regulations. ¹⁸
Liability for Performance	Three-tiered & Capped. A siloed system of: 1) fault-based damages (with baggage caps), 2) no-fault Itinerary	Unified & Broad. The organizer is liable for the proper performance of all travel services in the package. Remedies	Contract-Dependent & Fragmented. Primarily governed by state contract law and consumer protection statutes.

	Guarantee (capped at 15% of tour price), and 3) no-fault Special Indemnity (with fixed caps for injury/death).	include "appropriate price reduction" and "compensation for damages," which are not pre-capped by the directive. ²⁰	Specific federal rules apply to certain components, like air travel (DOT) and maritime travel (FMC), but there is no unified liability standard for the entire package. ¹⁸
Traveler Cancellation Rights	Rigid & Prescriptive. Governed by a strict, date-based fee schedule. Cancellation fees can reach 100% of the tour price shortly before departure. No general right to cancel for free due to external circumstances.	Flexible & Principle-Based. Travelers can cancel at any time for a fee. Crucially, they have the right to cancel <i>without a fee</i> if "unavoidable and extraordinary circumstances" occur at the destination that significantly affect the performance of the package. ²⁰	Contract-Dependent. Governed almost entirely by the specific terms and conditions of the seller. Protections are minimal unless explicitly offered by the company or through third-party means like travel insurance or credit card benefits. ²³

This comparison reveals a potential "expectation gap" for international customers. While the Japanese system provides clear, predictable protections, its rigidity and fixed compensation caps may be perceived as less generous than the more flexible, principle-based rights afforded in other jurisdictions, particularly the EU. For example, an EU traveler accustomed to the PTD might expect to cancel their trip for a full refund if a major, unforeseen event disrupts the destination, a right not granted under the Japanese contract. They would instead be subject to the fixed cancellation fee schedule. Similarly, the capped compensation for issues like baggage loss or itinerary changes might fall short of expectations for travelers used to claiming for actual damages.

This gap places the international reseller (e.g., GetYourGuide, Klook) in a challenging position. Their own platform's terms of service may imply or promise certain global standards of customer rights, but the underlying service is governed by the Japanese supplier's contract. This mismatch creates a significant risk of customer dissatisfaction, negative reviews, and complex disputes.

4.2 Actionable Recommendations for Business Partners

To mitigate these risks and foster a successful partnership with a Japanese operator like ATH, international partners should adopt a proactive and informed strategy.

- **Due Diligence and Onboarding:** The highly regulated nature of the Japanese travel industry can be leveraged as a B2B risk mitigation tool. The mandatory registration and financial guarantee schemes function as a de facto vetting system. A foreign OTA's global partnership strategy should recognize this. An onboarding process for Japanese operators can be streamlined by making the verification of a valid travel business registration (e.g., through the prefectural government website ¹²) and membership in a designated association like ANTA ¹¹ the primary risk controls. This reduces the need for extensive, bespoke due diligence that might be required in less regulated markets.
- **Contractual Alignment:** Any B2B agreement between the partner and ATH should explicitly reference and incorporate these translated Terms and Conditions. The agreement must clearly define the flow-through of liability. For example, it should delineate responsibility for issues arising from the reseller's booking platform (e.g., a booking error) versus those arising from the tour operator's on-the-ground performance (e.g., a service failure).
- **Customer Communication:** Proactive and transparent communication is the most effective tool for managing the "expectation gap."
 - The booking page on the OTA's platform should prominently feature a link to this English translation of the Terms and Conditions.
 - Key terms that differ from the customer's home jurisdiction—particularly the rigid cancellation policy, the specific liability caps, and the nature of the Itinerary Guarantee—should be summarized in an easy-to-understand format, such as an FAQ or a "Key Things to Know" section on the booking page.
 - Customer service teams must be trained on the specifics of the Japanese three-tiered liability system. This will enable them to handle complaints accurately and efficiently, guiding customers to the appropriate recourse channel (e.g., Itinerary Guarantee vs. Special Indemnity claim) rather than treating all issues as a generic "complaint."
- **Dispute Resolution:** In the event of a consumer dispute that cannot be resolved directly, partners should be aware of the established mediation channels in Japan. These include ANTA's complaint resolution program for its members ¹¹ and the National Consumer Affairs Center of Japan's multilingual "Consumer Hotline for Tourists".²⁵ These channels can provide a lower-cost and more culturally attuned alternative to formal legal action.

- **Appendix: Glossary of Key Japanese Travel Law Terminology**

Term (Japanese, Rōmaji, English)	Definition and Context
募集型企画旅行 <i>Boshū-gata Kikaku</i> <i>Ryokō</i> Subscription-Type Organized Tour	A travel product defined by the Travel Agency Act where the agency pre-plans the itinerary, price, and services, and solicits the general public. This carries a high level of organizer responsibility. Also known as an Agent-Organized Tour. (Clause 1) ³
旅行業法 <i>Ryokōgyō-hō</i> Travel Agency Act	The primary legislation (Act No. 239 of 1952) governing the Japanese travel industry, mandating registration, financial guarantees, and consumer protection standards. ¹
旅行業約款 <i>Ryokōgyō Yakkan</i> Standard General Conditions of Travel Agency Business	The model contract terms, often based on a template from the JTA or a travel association like ANTA, which agencies adopt to ensure legal compliance. (Clause 1(2)) ¹⁰
旅程表 <i>Ryotei-hyō</i> Final Itinerary	The definitive document issued to the traveler before departure, containing all confirmed details of the tour. It legally supersedes prior documents if its contents differ. (Clause 6)
通信契約 <i>Tsūshin Keiyaku</i> Communication Contract	A contract concluded via remote means (internet, phone) where the customer agrees to credit card payment without a physical signature. Formation occurs when the acceptance notice reaches the customer. (Clause 2-1(3))
申込金 <i>Mōshikomi-kin</i> Application Fee	A deposit required at the time of application. Its receipt by the agency, along with acceptance of the application, is the moment the contract is formed. It is applied toward the total tour price. (Clause 2-1(1))
取消料 <i>Torikeshi-ryō</i> Cancellation Fee	A fee, calculated as a percentage of the tour price based on a fixed schedule, that the traveler must pay if they cancel the contract for personal reasons. (Clause 15)

違約料 <i>Iyaku-ryō</i> Penalty Fee	A fee, equal in amount to the cancellation fee, that the traveler must pay if the company cancels the contract due to the traveler's failure to pay the tour price on time. (Clause 14(1))
損害賠償責任 <i>Songai Baishō Sekinin</i> Liability for Damages	The company's fault-based liability to compensate for damages caused by its intent or negligence. This is distinct from the no-fault Itinerary Guarantee and Special Indemnity schemes. (Clause 22)
旅程保証 <i>Ryotei Hoshō</i> Itinerary Guarantee	A system that guarantees no-fault, fixed-rate compensation ("Alteration Compensation") for major, specified changes to the itinerary, such as hotel downgrades or changes to tourist sites. (Clause 24)
変更補償金 <i>Henkō Hoshō-kin</i> Alteration Compensation	The specific, capped monetary payment made to a traveler under the Itinerary Guarantee for a qualifying change to the contract. (Clause 24)
特別補償 <i>Tokubetsu Hoshō</i> Special Indemnity	A no-fault compensation scheme, akin to an insurance policy, that provides capped payments for death, injury, or baggage damage from sudden, accidental external incidents during the tour, regardless of company fault. (Clause 23) ⁴
手配代行者 <i>Tehai Daikō-sha</i> Arrangement Agent	A third-party supplier or subcontractor used by the travel company to arrange or provide Travel Services (e.g., a local bus company or hotel). The company is liable for their negligence. (Clause 22(1))