

General Conditions for Standard Travel Agencies

Section on Package Tour Agreements

Chapter 1. General Provisions

Article 1. Scope of application

- 1.1 Each agreement related to a Package Tour executed between H.I.S. and a traveler (a "Package Tour Agreement") is determined by the provisions of these general conditions (these "General Conditions"). Matters that are not provided for in these General Conditions are determined by laws and ordinance or generally established practices.
- 1.2 If H.I.S. has executed a special agreement in writing that does not violate a law or ordinance and that is of a scope that does not inconvenience the traveler, then, notwithstanding the provisions of Clause 1.1, that special agreement will take precedence.

Article 2. Definition of terms

- 2.1 In these General Conditions, a "Package Tour" means a tour conducted by H.I.S. based on a tour plan that is prepared in advance by H.I.S. in order to solicit applications from travelers and that stipulates the destination and itinerary of the tour, details about transportation and accommodation services that the traveler can receive, and tour charges to be paid by the traveler to H.I.S.
- 2.2 In these General Conditions, a "Domestic Tour" means a tour within Japan, and an "Overseas Tour" means a tour other than a Domestic Tour.
- 2.3 In these General Conditions, an "Online Agreement" is a Package Tour Agreement (i) that is executed between H.I.S. and a cardmember of a credit card company to which H.I.S. or a company that sells H.I.S. package tours on behalf of H.I.S. is affiliated (hereinafter referred to as an "Affiliate Company") after receiving an application by telephone, post, fax, or any other means of communication, and (ii) in which the traveler has, in advance, consented that claims or debts pertaining to tour charges, etc., based on the Package Tour Agreement held by H.I.S. against the traveler are to be settled on or after the date on which those claims or debts are due in accordance with the separately stipulated Affiliate Company's cardmember rules and in which the tour charges, etc., of that Package Tour Agreement are to be paid with the methods stipulated in Clause 12.2, the latter part of Clause 16.1, and Clause 19.2.
- 2.4 In these General Conditions, an "Electronic Consent Notification" means a notification consenting to an agreement application that is sent, of methods that use telecommunication technology, with a method that is sent through an electric telecommunications line connecting a computer, fax machine, a telex, or a telephone (hereinafter referred to as "Computer Etc.") used by H.I.S. or a company selling package tours on behalf of H.I.S. and a Computer Etc. used by the traveler.
- 2.5 In these General Conditions, a "Card-Use Date" means a date on which the traveler or H.I.S. is to pay or perform its payment debts for tour charges, etc., based on a Package Tour Agreement.

Article 3. Details of tour agreement

For each Package Tour Agreement, H.I.S. shall make arrangements such that the traveler can receive transportation, accommodation, and other travel-related services (hereinafter referred to as "Tour Services") provided by a transportation or accommodation service, etc., in accordance with the tour itinerary stipulated by H.I.S., and H.I.S shall undertake management of the tour itinerary.

Article 4. Arrangements agent

In performing a Package Tour Agreement, H.I.S. may engage another travel operator in Japan or outside of Japan, a person that makes arrangements, or any other assistant to act as an agent for all or part of arrangements.

Chapter 2. Agreement execution

Article 5. Agreement application

- 5.1 A traveler who intends to apply to H.I.S. for a Package Tour Agreement must fill in specified matters in the application form prescribed by H.I.S. (hereinafter referred to as "Application Form") and then submit it to H.I.S, together with the application fee amount separately stipulated by H.I.S.
- 5.2 Notwithstanding the provisions of Clause 5.1, a traveler who intends to apply to H.I.S. for an Online Agreement shall notify H.I.S. of the name, tour-start date, membership number, and other matters regarding the Package Tour for which the traveler intends to apply (referred to in Article 6 as "Membership Number Etc.")
- 5.3 The application fee under Clause 5.1 is treated as part of tour charges, cancellation fees, or penalty fees.
- 5.4 If a traveler requires special consideration when participating in a Package Tour, that traveler shall request that when applying for an agreement. At that time, H.I.S. shall respond to the request to the extent possible.
- 5.5 The traveler shall bear expenses required for special measures taken by H.I.S. for the traveler based on the request under Clause 5.4.

Article 6. Reservation by telephone, etc.

- 6.1 H.I.S. accepts reservations for Package Tour Agreements by telephone, post, fax, and any other means of communication. In those cases, the agreement is not formed at the time of the reservation, and, after H.I.S. has given notification to the effect that has consented to the reservation, the traveler must, within the period stipulated by H.I.S. and in accordance with the provisions of Clause 5.1 or Clause 5.2, submit to H.I.S. the Application Form and application fee or notify H.I.S. of its Membership Number Etc.
- 6.2 When an Application Form and application fee have been submitted, or a Membership Number Etc. has been notified, in accordance with the provisions of Clause 6.1, the order in which Package Tour Agreements are executed is determined by the order in which the reservations were received.
- 6.3 If a traveler has not, within the period stipulated in Clause 6.1, submitted the application fee or notified its Membership Number Etc., H.I.S. will treat the reservation as having not been made.

Article 7. Refusal to execute agreement

In the follow cases, H.I.S. may refuse to execute a Package Tour Agreement:

1. if the terms and conditions, including those related to gender, age, eligibility, and, skills, for participating travelers expressed in advance by H.I.S are not satisfied
2. if the number of traveler applicants has reached the planned limit
3. if the traveler might inconvenience another traveler or a traveler might hinder the smooth execution of group activities
4. if the traveler intends to execute an Online Agreement but the traveler cannot settle some or all debts pertaining to tour charges, etc., in accordance with the Affiliate Company's cardmember rules due to invalidity of the traveler's credit card or another reason
5. if the traveler is acknowledged to be a member of an organized-crime group, a quasi-member of an organized-crime group, a corporation affiliated with an organized-crime group, a shareholder-meeting extortionist (sokaiya) or the like, or any other anti-social force
6. if the traveler makes a violent demand, makes an unreasonable demand, commits an act using threatening behavior or violence related to a transaction, or commits an act equivalent to any of those against H.I.S.
7. if the traveler discredits H.I.S. or interferes in the business of H.I.S. by spreading rumors, using fraudulent means, or exercising power or if the traveler commits an equivalent act
8. in other cases due to the business circumstances of H.I.S.

Article 8. Formation of agreement

8.1 A Package Tour Agreement is formed when H.I.S. has consented to executing the agreement and it has received the application fee stipulated in Clause 5.1.

8.2 Notwithstanding the provisions of Clause 8.1, an Online Agreement is formed when H.I.S. has issued a notification to the effect that it consents to the execution of the agreement. However, if an Electronic Consent Notification is issued, then the agreement is formed when the notification arrives at the traveler.

Article 9. Issuance of Agreement Documents

9.1 After the agreement stipulated in Article 8 is formed, H.I.S. shall promptly issue the traveler documents that state the tour itinerary, details of Tour Services, tour charges, other terms and conditions, and matters related to the liabilities of H.I.S. (hereinafter referred to as "Agreement Documents").

9.2 The scope of Tour Services for which H.I.S. bears an obligation to arrange and manage the tour itinerary thereof in accordance with the Package Tour Agreement is determined by what is stated in Agreement Documents under Clause 9.1.

Article 10. Finalization Documents

10.1 If the finalized tour itinerary or name of a transportation or an accommodation service cannot be stated in Agreement Documents under Clause 9.1, then, after limiting and listing the names of accommodation services that are planned to be used and important transportation services in Agreement Documents, H.I.S. shall issue the Agreement Documents and subsequently issue documents that state the finalized status of those matters (hereinafter referred to as "Finalization Documents") by the date stipulated in the Agreement Documents before the day prior to the tour-start date (if the application for the Package Tour Agreement is made on or after the seventh day counting backwards from the date before the tour-start date, then on the tour-start date).

10.2 If an inquiry is received from a traveler wishing to confirm arrangement circumstances in the case of Clause 10.1, even if Finalization Documents have not yet been issued, H.I.S. shall expeditiously and appropriately answer the inquiry.

10.3 If Finalization Documents under Clause 10.1 have been issued, the scope of Tour Services for which H.I.S. bears an obligation to arrange and manage the tour itinerary in accordance with the provisions of Clause 9.2 is specified by the information stated in the Finalization Documents.

Article 11. Method for using telecommunication technology

11.1 In cases in which H.I.S. intends to execute a Package Tour Agreement, if, with the prior consent of the traveler, H.I.S. has submitted matters to be stated in relevant documents (referred to in this Article as "Stated Matters") with a method that uses telecommunications technology instead of issuing to the traveler Agreement Documents, Finalization Documents, or documents stating the tour itinerary, details of Tour Services, tour charges, other terms and conditions, and matters related to the liability of H.I.S., then H.I.S. shall confirm that Stated Matters are recorded in files prepared for the telecommunication equipment used by the traveler.

11.2 In the case of Clause 11.1, if a file on which Stated Matters are to be recorded has not been prepared for the telecommunications equipment used by the traveler, H.I.S. shall record Stated Matters in the file prepared for telecommunications equipment used by H.I.S. (limited to files offered for the traveler's exclusive use) and confirm that the traveler has read the Stated Matters.

Article 12. Tour charges

12.1 The traveler shall, before the tour-start date, pay to H.I.S. the tour-charge amount stated in Agreement Documents by the deadline stated in Agreement Documents.

12.2 When an Online Agreement has been executed, H.I.S. will accept payment of tour charges at the amount stated in Agreement Documents with an Affiliate Company's card without the traveler signing the prescribed slip. Further, the Card-Use Date is the formation date of the tour agreement.

Chapter 3. Agreement changes

Article 13. Agreement changes

In cases in which a natural disaster, a war, a riot, suspension of provision of a transportation or accommodation service or other Tour Services, an order by a government or other public office, provision of transportation services not in the initial operations plan, or any other event beyond the control of H.I.S. has occurred, if unavoidable in seeking to conduct a safe and smooth tour, then H.I.S. may change the tour itinerary, the details of Tour Services, and other Package Tour Agreement details (hereinafter referred to as "Agreement Details") after promptly explaining to the traveler in advance the reason for why H.I.S. cannot control the event and the causal relationship with the event. However, in cases of emergency when changing without providing an explanation beforehand is unavoidable, an explanation will be provided after the change.

Article 14. Change of tour-charge amount

14.1 If applicable fares or charges for a transportation service used in conducted a Package Tour (referred to in this Article as "Applicable Fares and Charges") increase or decrease to a larger degree than that normally anticipated in comparison with the Applicable Fares and Charges published as valid at the expressed point in time when taking applications for the Package Tour due to a considerable change, etc., in the economic situation, then H.I.S. may increase or reduce the tour-charge amount within the range of that increase or decrease.

14.2 If tour charges are to be increased in accordance with the provisions of Clause 14.1, H.I.S. shall notify the traveler to that effect by the 15th day counting backwards from the day before the tour-start date.

14.3 If tour charges are to be reduced in accordance with the provisions of Clause 14.1, H.I.S. shall reduce the tour charges only by that amount in accordance with Clause 14.1.

14.4 If expenses required to conduct a tour (including cancellation fees, penalties, and other expenses that are already paid, or must be paid in the future, for Tour Services not received due to that change of Agreement Details) decrease or increase due to a change to Agreement Details based on the provisions of Article 13 (excluding cases in which expenses increased due to a lack of seats, rooms, or other facilities in a transportation or accommodation service, etc., even though the transportation or accommodation service, etc., is providing the Tour Services), H.I.S. may change the tour-charge amount within the relevant range when that change was made to the Agreement Details.

14.5 In cases in which Agreement Documents state that tour charges will differ depending on the number of people using the transportation or accommodation service, etc., if that number of users changes for a reason not attributable to H.I.S. after formation of the Package Tour Agreement, H.I.S. may change the tour-charge amount in accordance with what is stated in the Agreement Documents.

Article 15. Change of traveler

15.1 A traveler who has executed a Package Tour Agreement with H.I.S. may, with the consent of H.I.S., transfer their contractual status to a third party.

15.2 If a traveler intends to request the consent of H.I.S. stipulated in Clause 15.1, then that traveler must fill out the prescribed matters in the form prescribed by H.I.S. and then submit it to H.I.S. together with a processing fee.

15.3 The transfer of contractual status under Clause 15.1 is effective when H.I.S. has consented, and, subsequently, the third party that took over the status under the tour agreement will succeed all rights and obligations related to the Package Tour Agreement of the traveler.

Chapter 4. Cancellation of agreement

Article 16. Cancellation rights of traveler

- 16.1 A traveler may, at any time, cancel a Package Tour Agreement by paying to H.I.S. a cancellation fee in accordance with the table in Appendix 1. In canceling an Online Agreement, H.I.S. accepts payment of cancellation fees with an Affiliate Company's card without requiring the traveler to sign the prescribed slip.
- 16.2 In the following cases, a Traveler can cancel, before the tour starts, a Package Tour Agreement without paying a cancellation fee, notwithstanding the provisions of Clause 16.1:
1. if H.I.S. has changed Agreement Details; however, applicable changes are limited to those stated in the upper section of the table in Appendix 2 and other such significant changes
 2. if tour charges have increased based on the provisions of Clause 14.1
 3. if a natural disaster, a war, a riot, suspension of provision of a transportation or accommodation service or other Tour Services, an order by a government or other public office, or any other event occurs and it is impossible, or extremely likely that it is impossible, to conduct the tour safely and smoothly
 4. if H.I.S. did not issue Finalization Documents by the deadline stipulated in Clause 10.1 to the traveler
 5. if it is impossible to conduct the tour in accordance with the tour itinerary stated in Agreement Documents due to a reason attributable to H.I.S.
- 16.3 If, after the tour starts, a traveler is no longer able to receive Tour Services stated in Agreement Documents due to a reason not attributable to the traveler or H.I.S. informs the traveler to that effect, then, notwithstanding the provisions of Clause 16.1, the traveler may, without paying a cancellation fee, cancel the part of the agreement under which the traveler was to receive Tour Services.
- 16.4 In the case stipulated in Clause 16.3, H.I.S. shall refund, to the traveler, the tour-charge amount pertaining to the part of Tour Services that the traveler could no longer receive. However, if the case stipulated in Clause 16.3 was due to a reason not attributable to H.I.S., then H.I.S. shall refund to the traveler the amount remaining after deducting, from the relevant amount, an amount pertaining to expenses that have already been paid, or must be paid, as cancellation fees, penalties, and other expenses.

Article 17. Right of H.I.S. to cancel; cancellation before tour starts

- 17.1 H.I.S. may cancel a Package Tour Agreement before the tour starts after explaining the reason to the traveler in the following cases:
1. if it is discovered that the traveler does not satisfy the terms and conditions for participating travelers expressed in advance by H.I.S., including those related to gender, age, eligibility, and skills
 2. if it is acknowledged that the traveler is unable to endure the tour due to illness, absence of a requisite caregiver, or for another reason
 3. if it is acknowledged that the traveler might inconvenience another traveler or might hinder the smooth execution of group activities
 4. if the traveler makes a request related to Agreement Details that amounts to a burden exceeding a reasonable extent
 5. if the number of travelers has not reached the minimum number of participants stated in Agreement Documents
 6. if it is extremely likely that terms and conditions for conducting tours, such as the amount of required snowfall for a ski trip, expressed when the agreement was executed will not be met
 7. if a natural disaster, a war, a riot, suspension of provision of a transportation or accommodation service or other Tour Services, an order by a government or other public office, or any other event beyond the control of H.I.S. occurs and it is impossible, or it is extremely likely that it will be impossible, to safely and smoothly conduct the tour in accordance with the tour itinerary stated in Agreement Documents
 8. if an Online Agreement has been executed and the traveler can no longer settle part or all of its debts pertaining to tour charges, etc., in accordance with the Affiliate Company's cardmember rules, due to the traveler's credit card being invalid or for another reason
 9. if it is discovered that the traveler falls under any of items 5 through 7 of Article 7

17.2 If a traveler has not paid tour charges by the deadline stated in Agreement Documents stipulated in Clause 12.1, on the day after that deadline, it will be deemed that the traveler has canceled the Package Tour Agreement. In that case, the traveler shall pay a penalty in an amount equivalent to the cancellation fee stipulated in Clause 16.1 to H.I.S.

17.3 If H.I.S. intends to cancel a Package Tour Agreement due to the reason stated in item 5 of Clause 17.1, H.I.S. shall notify travelers to the effect that the tour has been canceled, before the 13th day (the third day for one-day tours) for Domestic Tours and before the 23rd day (the 33rd day for tours that start in a peak season provided for in the table in Appendix 1) for Overseas Tours, counting backwards from the day before the tour-start date.

Article 18. Cancellation rights of H.I.S.; cancellation after tour starts

18.1 H.I.S. may cancel a part of a Package Tour Agreement, even after the start of the tour, after explaining the reason to the traveler in the following cases:

1. if the traveler is unable to continue the tour due to illness, absence of a requisite caregiver, or for another reason
2. if the traveler disobeys instructions given by a tour conductor or other person in order to safely and smoothly conduct the tour; disrupts the orderliness of group activities with violence, threats, etc.; or hinders the safe and smooth execution of the tour
3. if it is discovered that the traveler falls under any of items 5 through 7 of Article 7
4. if a natural disaster, a war, a riot, suspension of provision of a transportation or accommodation service or other Tour Services, an order by a government or other public office, or any other event beyond the control of H.I.S. occurs and continuing the tour becomes impossible

18.2 If H.I.S. cancels a Package Tour Agreement based on the provisions of Clause 18.1, the contractual relationship between H.I.S. and the traveler will be extinguished for future matters only. In that case, debts owed by H.I.S. related to Tour Services already received by the traveler will be deemed to have been validly repaid.

18.3 In the case stipulated in Clause 18.2, H.I.S. shall refund to the traveler the amount remaining after deducting, from the tour-charge amount pertaining to the part of Tour Services that the traveler has not received, an amount pertaining to expenses that have already been paid, or must be paid, as cancellation fees, penalties, and other expenses.

Article 19. Repayment of tour charges

19.1 If tour charges are reduced in accordance with the provisions of Clause 14.3 through Clause 14.5 or if a Package Tour Agreement is canceled in accordance with the provisions of Articles 16, 17, or 18, and H.I.S. must repay an amount to the traveler, H.I.S. shall repay the amount within seven days from the day following the cancellation for repayments due to cancellation before the tour started, and H.I.S. shall repay the amount within 30 days counting from the day following the end date of the tour stated in Agreement Documents for repayments due to a reduction or cancellation after the tour started.

19.2 In cases in which H.I.S. executed an Online Agreement with a traveler, if tour charges have decreased in accordance with the provisions of Clause 14.3 through Clause 14.5 or if the Online Agreement is canceled in accordance with the provisions of Articles, 16, 17, or 18, and H.I.S. must repay an amount to the traveler, then H.I.S. shall repay that amount to the traveler in accordance with the Affiliate Company's cardmember rules. In that case, H.I.S. shall notify the traveler of the refund amount within seven days from the day following the cancellation for repayments due to cancellation before the tour started and within 30 days counting from the day following the end date of the tour stated in Agreement Documents for repayments due to a reduction or cancellation after the tour starts, and the date on which notification was provided to the traveler will be the Card-Use Date.

19.3 The provisions of Clauses 19.1 and 19.2 do not preclude any traveler or H.I.S. from exercising its right to claim for damages in accordance with the provisions of Article 27 or Clause 30.1.

Article 20. Return arrangements after agreement cancellation

20.1 If H.I.S. cancels a Package Tour Agreement after the tour started in accordance with the provisions of item 1 or item 4 of Clause 18.1, H.I.S. shall, in accordance with the traveler's request, make arrangements for Tour Services necessary for the traveler to return to the tour's departure point.

20.2 In the case stipulated in Clause 20.1, the traveler shall bear all expenses required to travel back to the departure point.

Chapter 5. Group agreements

Article 21. Group agreements

H.I.S. applies the provisions of this Chapter to each Package Tour Agreement applied for with an appointed representative who is responsible for multiple travelers who will travel on the same itinerary and at the same time (hereinafter referred to as "Person Responsible for The Agreement").

Article 22. Person Responsible for The Agreement

22.1 Excluding cases in which a special agreement has been executed, H.I.S. deems that the Person Responsible for The Agreement holds all rights to represent related to executing the Package Tour Agreement for travelers constituting the group (hereinafter referred to as "Constituent Members"), and transactions related to tour business pertaining to the group must be conducted with the Person Responsible for The Agreement.

22.2 The Person Responsible for The Agreement shall submit to H.I.S. a list of the names of Constituent Members by the date stipulated by H.I.S.

22.3 H.I.S. bears no liability for debts or obligations that the Person Responsible for The Agreement owes, or is expected to owe in the future, to Constituent Members.

22.4 If the Person Responsible for The Agreement does not accompany the group, after the tour starts, H.I.S. shall deem the Constituent Member appointed in advance by the Person Responsible for The Agreement as the Person Responsible for The Agreement.

Chapter 6. Managing tour itineraries

Article 23. Managing tour itineraries

23.1 H.I.S. shall endeavor to ensure traveler safety and the smooth conduct of tours and conduct the duties stated below for travelers. However, this shall not necessarily apply if H.I.S. has executed a special agreement that states something to the contrary with a traveler.

1. If it is acknowledged that a traveler might not be able to receive Tour Services during the tour, H.I.S. shall take necessary measures such that the traveler can definitely receive Tour Services in accordance with the Package Tour Agreement.
2. Irrespective of whether the measures stipulated in item 1. above were taken, if changing Agreement Details cannot be avoided, H.I.S. shall arrange an alternate service. At that time, when changing the tour itinerary, H.I.S. shall endeavor to ensure the Agreement Details changes are minimized by, amongst other means, endeavoring to ensure that the changed tour itinerary will fulfill the purpose of the initial tour itinerary, and, further, when changing the details of Tour Services, by endeavoring to ensure that the changed Tour Services are similar to the initial Tour Services.

Article 24. Instructions given by H.I.S.

When engaging in activities as a group, in the period from the start of the tour until the end, travelers shall follow instructions given by H.I.S. to safely and smoothly conduct the tour.

Article 25. Duties of tour conductors, etc.

25.1 Depending on the details of the tour, H.I.S. may have tour conductors and other persons accompany the tour and, in whole or in part, execute the duties stated in the items under Article 23 and other duties incidental to the Package Tour that H.I.S. acknowledges as necessary.

25.2 The working hours in which tour conductors and other persons engage in the duties stipulated in Clause 25.1 are, in principle, from 8:00 to 20:00.

Article 26. Protection measures

If H.I.S. acknowledges that a traveler who is on a tour is in circumstances in which the traveler requires protection due to illness, injury, etc., H.I.S. may take necessary measures. In that case, if the cause is not attributable to H.I.S., the traveler shall bear the expenses required for the measures, and the traveler shall pay the expense to H.I.S. by the deadline designated by H.I.S. and with the method designated by H.I.S.

Chapter 7. Liability

Article 27. Liability of H.I.S.

27.1 In performing a Package Tour Agreement, if H.I.S. or a person H.I.S. has engaged to act as an agent to make arrangements based on the provisions of Article 4 (hereinafter referred to as "Arrangements Agent") causes damage to a traveler, either intentionally or through negligence, then H.I.S. is responsible for compensating for the damage. However, this is limited to cases in which H.I.S. is notified within two years, counting from the day after the damage occurred.

27.2 If a traveler has incurred damage due to a natural disaster, a war, a riot, suspension of a provided transportation or accommodation service or other Tour Services, an order by a government or other public office, or any other event that H.I.S. or an Arrangements Agent of H.I.S., excluding the case stipulated in Clause 27.1, liability to compensate for the damage is not borne by H.I.S.

27.3 H.I.S. shall compensate for damage incurred by hand luggage stipulated in Clause 27.1, notwithstanding the provisions under Clause 27.1, to a maximum of 150,000 yen per traveler (excluding cases in which the damage occurred due to the intentions of gross negligence of H.I.S.), providing that the damage was notified to H.I.S. within 14 days for Domestic Tours and within 21 days for Overseas Tours, counting from the day following the day on which the damage occurred.

Article 28. Special compensation

28.1 Regardless of whether H.I.S. is liable based on the provisions of Clause 27.1, H.I.S. shall, in accordance with the provisions of the Attached Special Compensation Rule, pay a compensatory payment and a solatium in an amount stipulated in advance for certain damage incurred related to the life, health, or hand luggage of the traveler while the traveler is participating in a Package Tour.

28.2 If H.I.S. bears a liability based on the provisions of Clause 27.1 with respect to compensation for damage stipulated in Clause 28.1, the compensatory payment stipulated in Clause 28.1 that H.I.S. is to pay will be deemed to be the compensation for damage, limited to the amount of compensation for damage to be paid based on the liability.

28.3 In the case provided for in Clause 28.2, the obligation of H.I.S. to pay a compensatory payment based on the provisions of Clause 28.1 will be reduced only to an amount equivalent to the compensation for damage to be paid by H.I.S. based on the provisions of Clause 27.1 (including compensatory payment deemed to be compensation for damage in accordance with the provisions of Clause 28.2).

28.4 For travelers currently participating in a Package Tour conducted by H.I.S., Package Tours conducted by H.I.S. for which separate tour charges have been collected are treated as being part of the main Package Tour Agreement.

Article 29. Tour itinerary guarantee

29.1 If there is a significant change (excluding the changes stated in the below items (excluding changes arising due to a lack of seats, rooms, or other facilities in a transportation or accommodation service, irrespective of whether the transportation or accommodation service, etc. is providing Tour Services)) to Agreement Details stated in the upper section of the table in Appendix 2, then H.I.S. shall, within 30 days counting from the day after the tour-end date, pay a compensatory payment for the change in an amount at or above the amount resulting from multiplying the tour charges by the rate stated in the lower section of the table. However, this does not apply if H.I.S. is clearly liable for the change based on the provisions of Clause 27.1.

1. changes due to a following event:

- i. natural disaster
- ii. war
- iii. riot
- iv. order by a government or other public office
- v. suspension of provision of a transportation or accommodation service or other Tour Services
- vi. provision of a transportation service not included in the initial operations plan
- vii. measures necessary for ensuring the safety of the life or health of tour participants

2. changes pertaining to the canceled part when the Package Tour Agreement was canceled based on the provisions of Article 16 through Article 18.

29.2 The amount of the compensatory payment for changes that H.I.S. is to pay is limited to the amount resulting from multiplying the tour charges by a rate stipulated by H.I.S. of 15% or more per traveler per Package Tour. Further, if the amount of the compensatory payment for changes payable per one Package Tour to one traveler is less than 1,000 yen, H.I.S. will not pay the compensatory payment for changes.

29.3 After H.I.S. has paid a compensatory payment for changes based on the provisions of Clause 29.1, if it becomes clear that H.I.S. is liable for the change based on the provisions of Clause 27.1, then the traveler shall return the compensatory payment for changes pertaining to the change to H.I.S. In that case, H.I.S. shall pay the balance by offsetting the amount of compensation for damage to be paid by H.I.S. based on the provisions of Clause 27.1 against the amount of the compensatory payment for changes to be returned by the traveler.

Article 30. Liability of travelers

30.1 If H.I.S. incurs damage due to the intent or negligence of a traveler, then the traveler shall compensate for the damage.

30.2 When executing a Package Tour Agreement, the traveler shall endeavor to understand its rights and obligations and other details of the Package Tour Agreement by using the information provided by H.I.S.

30.3 In order for Tour Services stated in Agreement Documents to be smoothly received, if in the unlikely event that, after the tour starts, a traveler becomes aware that the provided Tour Services are different to those stated in Agreement Documents, the traveler shall, at the tour location, promptly provide notification to that effect to H.I.S., an Arrangements Agent of H.I.S., or a person providing the Tour Services.

Table 1. Cancellation fees (related to Clause 16.1)

1. Cancellation fees for Domestic Tours

Category	Cancellation Fee
(1) Package Tour Agreement other than that in the following item	
i. cancellation on or after the 20th day (for one-day tours, the tenth day) counting backwards from the day before the tour-start date (excluding cases stated in ii. through v.)	20% or less of tour charges
ii. cancellation on or after the seventh day counting backwards from the day before the tour-start date (excluding cases stated in iii. through v.)	30% or less of tour charges
iii. cancellation on the day before the tour-start date	40% or less of tour charges
iv. cancellation on the tour-start date (excluding the case stated in v.)	50% or less of tour charges
v. cancellation after tour starts or non-participation without contact	100% of less of tour charges
(2) Package Tour Agreement that uses a chartered ship	Depends on provisions for cancellation fees pertaining to the ship
<p>Notes: (1) The cancellation fee amount is expressed in Agreement Documents.</p> <p>(2) In applying this table, "after the tour starts" means at or after the "time at which the services began to be received" provided for in Clause 2.3 of the separate Special Compensation Rules.</p>	

2. Cancellation fees for Overseas Tours

Category	Cancellation Fee
(1) Package Tour Agreement that uses an aircraft when departing from Japan or returning to Japan (excluding the tour agreement stated in (2) below)	
i. if the tour-start date is in a peak season for travel and the cancellation is on or after the 40th day counting backwards from the day before the tour-start date (excluding cases stated in ii. through iv.)	10% or less of tour charges
ii. cancellation on or after the 30th day counting backwards from the day before the tour-start date (excluding cases stated in iii. and iv.)	20% or less of tour charges
iii. cancellation on or after the day two days before the tour-start date (excluding the case stated in iv.)	50% or less of tour charges
iv. cancellation after tour starts or non-participation without contact	100% or less of tour charges
(2) Package Tour Agreement that uses a chartered aircraft	
i. cancellation on or after the 90th day counting backwards from the day before the tour-start date (excluding cases stated in ii. through iv.)	20% or less of tour charges
ii. cancellation on or after the 30th day counting backwards from the day before the tour-start date (excluding cases stated in iii. and iv.)	50% or less of tour charges
iii. cancellation on or after the 20th day counting backwards from the day before the tour-start date (excluding the case stated in iv.)	80% or less of tour charges
iv. cancellation on or after the third day counting backwards from the day before the tour-start date or non-participation without contact	100% or less of tour charges
(3) Package Tour Agreement that uses a ship when departing Japan or returning to Japan	Depends on provisions for cancellation fees pertaining to the ship
Note: "Peak season" means the period between December 20 and January 7, the period between April 27 and May 6, and the period between July 20 and August 31.	
Notes: (1) The cancellation fee amount is expressed in Agreement Documents. (2) In applying this table, "after the tour starts" means at or after the "time at which the services began to be received" provided for in Clause 2.3 of the separate Special Compensation Rules.	

Table 2. Compensatory payment for change (related to Clause 29.1)

Changes that require payment of compensatory payment for change	Rate per case (%)	
	Before tour starts	After tour starts
1. change of tour-start date or tour-end date stated in Agreement Documents	1.5	3.0
2. change of sightseeing spot or sightseeing facilities (including restaurants) or any other travel destination to be visited that is stated in Agreement Documents	1.0	2.0
3. change of the class or facilities of a transportation service stated in Agreement Documents to a lower grade (limited to cases in which the total amount of the changed class or facilities is lower than that of the class or facilities stated in Agreement Documents)	1.0	2.0
4. change of the type, or company name, of a transportation service stated in Agreement Documents	1.0	2.0
5. change of a flight from an airport serving as a tour start point in Japan, or to an airport serving as a tour end point, stated in Agreement Documents to a flight that uses a different airport	1.0	2.0
6. change of a direct flight between airports in Japan and overseas stated in Agreement Documents indirect flights or a flight that makes stops before the final destination	1.0	2.0
7. change of the type or name of an accommodation service stated in Agreement Documents	1.0	2.0
8. change of the type, facilities, or view of a guest room in an accommodation service, or any other guest room term and conditions, stated in Agreement Documents	1.0	2.0
9. of the changes stated in the above items, those that are a change to a matter stated in the tour title in Agreement Documents	2.5	5.0
<p>Note 1: "Before tour starts" means a notification about the change provided to the traveler by the day before the tour-start date; and "after tour starts" means a notification about the change provided to the traveler on or after the tour-start date.</p> <p>Note 2: If Finalization Documents have been issued, this table is to be applied after the wording "Agreement Documents" is replaced by "Finalization Documents". In that case, if a change occurs between details stated in Agreement Documents and details stated in Finalization Documents or between details stated in Finalization Documents and details of actually provided Tour Services, then each change is to be considered as one case.</p> <p>Note 3: If transportation services pertaining to a change stated in item 3 or item 4 are related to the use of accommodation facilities, then one night's stay will be treated as one case.</p> <p>Note 4: If a change to the company name of a transportation service stated in item 4 accompanies a change to a class or facilities of a higher rank, then the change will not apply.</p> <p>Note 5: Even if a change stated in item 4, or a change stated in item 7 or 8, occurs multiple times for one boarding, etc., or one night's stay, per one boarding, etc., or one night's stay, it will be treated as one case.</p> <p>Note 6: The change stated in item 9 is subject to the rate of item 9, and the rates of item 1 through item 8 do not apply.</p>		