

## Terms and Conditions of an Agent-organized Tours

This Terms and Conditions for Agent-organized Tours are in conformity with FM Yame's Terms and Conditions for Agent-organized Tours (Japanese version)

This contract for an agent-organized Tours (the document of the terms and the conditions thereof) comprises part of "the statement explaining trade terms" and "the contract document" stipulated in Article 12(4), and Article 12(5) of the Travel Agency Law.

### 1. Agent-organized Tours Contract

- (1). This travel is arranged by FM Yame (hereinafter referred to as "the Company"), and the client buying this travel automatically concludes the agent-organized Tours contract (hereinafter referred to as "the Travel Contract").
- (2). The content and conditions of the Travel Contract are governed by this document of the terms and conditions for FM Yame agent-organized Tours, the booking confirmation document, and the final itinerary document.
- (3). Under the Travel Contract, the Company assumes, on consignment of the client, and by acting as proxy, intermediary, agency, or otherwise on behalf of the client, arrangements in order to enable the client to be provided transportation, lodging, and other travel-related services (hereinafter referred to as "the Travel Service") offered by carriers, hotels, and other service providers, in accordance with the itinerary established by the Company.
- (4). Any issue regarding matters not specified in the tourism agreement or FM Yame's terms and conditions shall be complied with laws and customs.

### 2. Application for the Travel, and Effective Date of the Travel Contract

- (1). The client is requested to complete the Company's travel application form and make a payment of the full travel costs.
- (2). The Company accepts applications for an Agent-organized Tours by facsimile. In this case, the contract is not in effect at the time of the reservation.
- (3). The Travel Contract becomes valid when the Company agrees to sign the contract and receives the application fees from the client.

### 3. Conditions of Tour Application

- (1). A client under 20 years is required to present written consent from a parent or guardian when booking. Clients under 15 years must be accompanied by a parent or guardian.
- (2). Any traveler who is physically handicapped, ill, and pregnant, with assistance dogs or otherwise requires special care is requested to state so upon application. The company arranges for necessary care within reason. The company may be required to present a medical certificate. The Company may refuse a client's application if conditions at travel destinations and facilities are such that safe, smooth tour operation cannot be guaranteed, or require the client to be accompanied by an escort. The Company takes a special arrangement in compliance with the client's request, the client shall be responsible for incurred expenses related with the request.
- (3). If the Company determines that the client needs medical diagnosis or treatment by a physician owing to illness, functional disease or other reasons during the tour, the Company shall take measures necessary to ensure smooth operation of the tour. All costs resulting from such measures shall be borne by the client.
- (4). The Company may refuse client participation if it determines that he or she threatens to embarrass, inconvenience or interfere with the collective activities of tour participants.
- (5). The Company may also refuse client participation for the tour operational reasons.

### 4. Contract Document and Final Tour Itinerary

- (1). The Final Tour Itinerary shall be presented to the client by the departure date. The Company explains the status of booking if the client requests before the final tour itinerary is submitted.
- (2). The scope of travel services for which the Company is liable in arranging and administering the itinerary shall be specified in the Final Tour Itinerary as stipulated in Clause (1)

### 5. Payment of Tour Fare.

The Tour Fare shall be paid no later than the departure date.

### 6. Included in the Tour Fare

Items listed below which are specified in the itinerary are included

in the Tour Fare: transportation cost (including insurance), meals, experience fee, entrance fee, tax

### 7. Not included in the Tour Fare

Charges and expenses other than those specified in the preceding Article 6, some of which are listed as follows:

- (1). Medical expenses for injuries and illness.
- (2). Traveling and accommodation costs, meals and other personal costs between clients' home and the starting/finishing points
- (3). Voluntary travel accident insurance and baggage insurance

### 8. Revision of Contents of Travel Services

The Company may, after conclusion of the Travel Contract, revise its contents and services for any of the following reasons: natural disaster, a war, a riot, the suspension of the provision of Travel Services of transportation and accommodation facilities, etc., an order of a government or other public offices, provision of transportation not based on the original operational plan, governmental orders, or other circumstances beyond the Company control. The Company reserves the right to take necessary measures when safe, smooth tour operation in accordance with the itinerary is deemed impossible, or when there is valid reason to believe that the tour cannot continue. In such cases, the Company must explain in a timely manner its inability to function according to the Travel Contract under the circumstances. However, said explanation may be made after revisions are made when conditions demand.

### 9. Change of Tour Fare

The company may, after conclusion of the Travel Contract, change the tour fare for the following reason.

- (1). If the fares and charges which are applied to the transportation facilities used in operating an Agent-Organized Tour are increased or reduced drastically exceeding the extent normally assumed in comparison with the Applicable Fares and Charges published as effective at the time of specifying them at the recruitment for the Agent-Organized Tour due to a significant change in the economic conditions, etc., the Company may, within the amount increased or reduced, increase or reduce the amount of the tour fare.
- (2). If the Company decides to increase the tour fare as stipulated in clause (1), it shall inform the Client before the eve of departure date.
- (3). If the Company decides to reduce the tour fare, as stipulated in clause (1), it shall reduce the tour fare by the amount of such reduction.
- (4). If the cost of operating the travel is reduced or increased due to a change in the Contract Contents as stipulated in Article 8, (such cost includes the cancellation fee, the penalty, or any other cost which has already been paid or which must be paid in the future in respect of the Travel Services which have not been received due to the change in the Contract Contents) (excluding a case where the increase in the cost has resulted from the occurrence of a shortage of seats, rooms or any other facilities of the transportation and accommodation facilities, etc., despite the fact that the Travel Services are provided by the transportation and accommodation facilities, etc.), the Company may change the amount of the tour fare within the amount of such reduction or increase at the time of the said change in the Contract Contents.
- (5). If it is mentioned in the Contract Document to the effect that the travel fee will vary depending on the number of persons using the transportation and accommodation facilities, etc., and if, after the conclusion of the Travel Contract, the number of using persons has changed due to causes not attributable to the Company, the Company may change the amount of the tour fare in accordance with what is mentioned in the Contract Document.

### 10. Cancellation of Travel Contract by the Client

- (1). The client may cancel a Travel Contract at any time on payment to the company of the cancellation fee specified below. In the case the Company canceled the Travel Contract as the client fails to pay the travel fare by the specified payment date, the client shall be responsible for paying the cancellation fee (or penalty charge). "Date of cancellation" in the following table means the date the company accepted the cancellation request

during the office hours of the office.

**【Date of cancellation】**

If cancellation is made on 21 or more days prior to the starting date of the tour	No charge
If cancellation is made on 20 days to 8 days prior to the starting date of the tour	20% of the tour fare
If cancellation is made on 7 days to 2 days prior to the starting date of the tour	30% of the tour fare
If cancellation is made on 1 day prior to the starting date of the tour	40% of the tour fare
If cancellation is made prior to the starting time of the tour.	50% of the tour fare
If cancellation is made after departure, or in case of failure to show without notice	100% of the tour fare

- (2). In any of the following cases, the client may cancel the Travel Contract without paying a cancellation fee.
  - (a). When the contents of the Travel Contract have been substantially revised. However, changes shall be limited to the cases listed in the left side of the table in Article 22 and other important circumstances.
  - (b). When the tour fare has been increased in accordance with Article 9(1).
  - (c). When a natural disaster, a war, a riot, the suspension of the provision of Travel Services of transportation and accommodation facilities, etc., an order of a government or other public offices, or any other event has occurred, and the safe and smooth operation of the travel has become impossible or there is a very large possibility of such impossibility arising.
  - (d). When the Company has failed to issue to the Client the Final Document by the date as stipulated in Article 4.
  - (e). When it has become impossible to operate the travel in accordance with the itinerary mentioned in the Contract Document due to causes attributable to the Company
- (3). When the Client cancels the Travel Contract in accordance with (1) hereinabove, the Company shall refund payment after deducting the cancellation fee. If the tour deposit is not enough to cover the cancellation fee, the Company shall charge the difference separately. When the Company cancels the Travel Contract in accordance with (2) hereinabove, it shall return the full amount of the tour fare (or deposit) received from the client.
- (4). When after the commencement of the travel the client cancel the Travel Contract for the reason attributed to the client or leaves the tour group for personal reasons, the Company will consider it a forfeiture of contracted rights and claims to any refund.

**11. Cancellation of Travel Contract by the Company before commencement of Travel**

- (1). The Company may cancel the Travel Contract before the commencement of the travel explaining the reason to the Client, in any of the following cases:
  - (a). If it has become clear that the Client does not satisfy the conditions for a participating Client in respect of sex, age, qualifications, skills, etc., which the Company has specified in advance;
  - (b). If it is considered that the Client is not fit for the travel concerned for reasons of illness, absence of a required assistant or other reasons;
  - (c). If it is considered that the Client may give trouble to other tour participants or disturb the smooth conduct of the group travel;
  - (d). If the number of participants has not reached the minimum number of participants mentioned in the Travel Contract. In such cases, the Company shall notify the client of tour cancellation no later than 13th day (3rd day for a one-day tour) prior to the eve of departure;
  - (e). If a natural disaster, a war, a riot, the suspension of the provision of Travel Services of transportation and accommodation facilities, etc., an order of a government or other public offices, or any other event in which the Company is unable to intervene has occurred, and the safe and smooth operation of the travel in accordance with the itinerary mentioned in the Contract Document has

become impossible, or there is a very large possibility of such impossibility arising;

- (2). If the Client has not paid the Tour Fare by the date mentioned in the Contract Document as stipulated in Article 5, it shall be deemed that the Client has canceled the Travel Contract on the day following that date. In this case, the Client shall pay the Company a penalty, the amount of which is equivalent to the cancellation fee stipulated in Article 10.

**12. Cancellation of Travel Contract by the Company after commencement of Travel**

- (1). In any of the following cases, the Company may cancel part of the Travel Contract, explaining the reason to the Client, even after the commencement of the travel:
  - (a). If the Client is not fit for the continuance of the travel for reasons of illness, absence of a required assistant or other reasons;
  - (b). If the Client corrupts the discipline of group activities and disturbs the safe and smooth operation of the travel through violation of the instructions of the Company conveyed by the tour conductor or any other person for the safe and smooth operation of the travel;
  - (c). If a natural disaster, a war, a riot, the suspension of the provision of Travel Services of transportation and accommodation facilities, etc., an order of a government or other public offices, or any other event in which the Company is unable to intervene has occurred, and it has become impossible to continue the travel.
- (2). If the Company has canceled the Travel Contract in accordance with (1) hereinabove, the contractual relationship between the Company and the Client may cease to exist at and after the time of the cancellation. In this case, for the obligations of the Company regarding the Travel Services which have already been received by the Client, they shall be deemed as having been validly performed.
- (3). In the case referred to (2) hereinabove, the Company shall refund the Client, out of the travel fee, the amount for that part of the Travel Services which have not yet been received by the Client less the amount of the cancellation fee, the penalty, and any other cost which have already been paid or must be paid in future in respect of the Travel Services concerned.
- (4). If the Company cancels the Travel Contract in accordance with (1)(a) and (c) hereinabove, the Company shall, at the client's expense, make necessary arrangements as requested for return to point of departure.

**13. Refund of Travel Costs**

If the Tour Fare has been reduced in accordance with article 9 (1)-(5), or the Travel Contract has been canceled in accordance with article 12 and 13, resulting in an amount which should be refunded to the Client, the Company shall refund the said amount to the Client within 7 days of the day following the date of the cancellation in case of a refund due to cancellation before the commencement of the travel, or within 30 days of the day following the date of completion of the travel mentioned in the Travel Contract in case of a refund due to reduction of the amount or cancellation after the commencement of the travel.

**14. Arrangements for Return Trip after Cancellation of Contract**

If the Company cancels the Travel Contract in accordance with article 12(1)(a) and (c), the Company shall, at the client's expense, make necessary arrangements as requested for return to point of departure.

**15. Itinerary Management**

The Company shall make efforts to secure for the client the safe and smooth operation of the travel, and conduct the following businesses for the client unless the Company has concluded a different special agreement with the client:

- (1). If it is considered that there is a possibility that the client will not be able to receive Travel Services during the travel, to take reasonably necessary measures for proper receiving of Travel Services in accordance with the Travel Contract;
- (2). If the Contract Contents have to be changed despite the fact that the measures referred to in the preceding Item have been taken, to make arrangements for alternative services. In this case, efforts must be made to minimize the change in the Contract Contents by, inter alia, endeavoring to make the itinerary after the change conform to the purposes of the original itinerary in case the contents of the itinerary are to be changed, and endeavoring to make the Travel Services after the change similar to the original Travel Services in case the contents of the Travel Services are to be changed.
- (3). The businesses listed as (1) (2) hereinabove will be provided by

a conductor. In case the tour which is not accompanied by a conductor, it will be provided by the business agent consigned by the Company (hereinafter referred to as "consigned business agent"). The contact of the business agent shall be provided on Contract Document and Final Tour Itinerary.

#### **16. Instructions of the Company**

The Client must follow instructions of the Company for the safe and smooth operation of the travel when acting in a group during the period between the commencement of the travel and the completion of the travel.

#### **17. Liability of the Company**

- (1). In performing its obligations under the terms of its Tour Contract, should the Company or the consigned business agent cause damage to the client through willful negligence or fault, the Company shall be liable for such damages. However, this only applies if the damage report is made within 2 years reckoned from the day following the occurrence of the damage.
- (2). The Company shall not be liable for damages incurred by clients as stipulated in Clause 1. hereinabove if any of the following reasons apply:
  - (a). Natural disaster, war, civil unrest, strike, hijack, and alteration or cancellation of tour itinerary due to such causes.
  - (b). Cessation of services related to transportation or accommodation facilities, and tour itinerary alteration or cancellation owing to such causes.
  - (c). Orders of either Japanese or foreign governments, immigration regulations, isolation resulting from infectious
  - (d). Accidents occurring during the client's free activities.
  - (e). Food poisoning.
  - (f). Theft.
  - (g). Delays, stoppages, changes of schedule and route in relation to transportation facilities, and tour itinerary alterations and/or shortened stays at destinations owing to such causes.
- (3). The Company shall compensate for the damage caused to baggage within the limits of 150,000 yen per a Client (except in a

case where the damage has been caused by the Company intentionally or by gross negligence) if the Company has been informed within 14 days, notwithstanding the (1) hereinabove, if the Company has been informed within 14 days of the day following the date of occurrence of the damage.

#### **18. Liability of Client**

The Company shall require the client to indemnify the Company for losses sustained owing to a client's willful negligence, fault, conduct against public order and good manners, or breach of provisions in the Company's Organized Tour Contract.

#### **19. Privacy Policy**

The Company will use the personal information provided in the tour application forms only for communicating with clients and for arranging transportation and accommodations to provide the services request by the client.

In addition to the above, the Company will use the personal information for the followings:

- (1). Sending information next tours
  - (2). Requesting feedbacks after the tour
  - (3). Asking answering the questionnaire
- #### **20. Others**
- (1). Under no circumstances shall The Company re-conduct a tour.
  - (2). The client shall pay the expenses incurred when he or she asks for the personal accompaniment of a tour conductor for such purposes as guiding shopping, etc., costs arising from client injury or illness, the return of lost baggage or articles left behind owing to personal negligence, as well as changes incurred by independent activity.
  - (3). The client shall accept all responsibility for decisions regarding individual purchases at souvenir shops even when said shops are introduced by the Company.
  - (4). Responsibilities of the Company under the Travel Contract to manage the itinerary are after departure from the point of departure and returning to the point specified on pamphlets etc.

### **■ Handling company : Yame Tourist Information Center**

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### **■ Planning and operation : FM Yame 【Travel Agency registered with Governor of Fukuoka [No.3-772】**

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