

## ご旅行条件書（募集型企画旅行）

一般財団法人 FM 八女  
福岡県知事登録第 2-772 号

この旅行条件は旅行業法第 12 条の 4 による旅行取引条件説明書面になります。また旅行契約が成立した場合は旅行業法第 12 条の 5 に交付する契約書面の一部になります。お申込み頂く前に必ずお読みください。

### 1：募集型企画旅行契約

(1) この旅行は、一般財団法人 FM 八女（以下当社といいます）が企画・実施する企画旅行で、この旅行に参加されるお客様は当社と募集型企画旅行契約（以下「旅行契約」といいます）を締結することになります。

(2) 旅行契約の内容・条件はこの書面による他、予約確認書及び最終旅行日程表によります。

(3) 当社はお客様が当社の定める旅行日程に従って運送機関等の提供する運送やその他の旅行に関するサービス（以下「旅行サービス」といいます）の提供を受けることができるように手配し、旅程を管理することを引き受けます。

(4) 旅行業約款に定めのない事項については、法令又は一般に確立された慣習によります。

### 2：お申込み方法と契約の成立

(1) 当社所定の申込書に所定の事項を記入の上、当社が定める参加費全額のお支払によってお申込み頂きます。

(2) 当社はファクシミリによる旅行契約の予約申込みを受け付けます。この場合、予約の時点では契約は成立していません。

(3) 旅行契約は当社が契約の締結を承諾し、申込金を受領したときに成立するものとします。

### 3：お申込み条件

(1) お申込み時に 18 歳未満の方は保護者の同意書が必要となります。なお、15 歳未満の方は保護者の同行を条件とさせていただきます。

(2) 身体に障害をお持ちの方、健康を害している方、妊娠中の方、補助犬使用者の方、その他旅行の参加に際し特別な配慮を必要とする方は、予約申込み時にその旨をお申し出下さい。このとき当社は可能な範囲内でこれに応じます。なお、この場合、医師の診断書を提出して頂く場合があります。また、現地事情や関係機関等の状況等により、旅行の安全かつ円滑な実施のために介助者/同伴者の同行等を条件とさせて頂く又はご参加をお断りさせて頂く場合があります。お客様のお申し出に基づき当社がお客様のために講じた特別な措置に要する費用はお客様の負担とします。

(3) 旅行中にお客様が疾病、傷害、その他の事由により医師の診断又は治療を必要とする状態になったと当社が判断する場合は、旅行の円滑な実施をはかるため必要な措置を取ることがあります。これにかかる一切の費用はお客様のご負担となります。

(4) お客様が他のお客様に迷惑を及ぼし又は団体旅行の円滑な実施を妨げる恐れがあると当社が判断する場合は、お申込みをお断りする場合があります。

(5) その他当社の業務上の都合で申込みをお断りすることがあります。

### 4：確定書面（最終旅行日程表）

(1) 確定した最終旅行日程表は予約申込み日から出発当日までにお渡しします。なお期日前であってもお問合せ頂ければ手配状況についてご説明致します。

(2) 当社が手配し旅程を管理する義務を負う旅行サービスの範囲は(1)の最終旅行日程表に記載するところに特定されます。

### 5：旅行代金の支払い

旅行日当日までに参加料のお支払いを頂きます。

### 6：旅行代金に含まれるもの

旅行日程に含まれるバス乗車代（損害保険料込）、食事代、体験料、施設入場料・入館料、諸税

### 7：旅行代金に含まれないもの

第 6 項のほかは旅行代金に含まれません。その一部を以下に例示。

(1) 疾病、傷害に関する治療費及びそれに伴う諸費用

(2) 集合地まで及び解散地からの交通費、宿泊費、食事代その他個人的諸費用

(3) 任意の旅行傷害保険料並びに携帯品保険料

### 8：旅行契約内容の変更

当社は旅行契約の締結後であっても天災地変、戦乱、暴動、運送・宿泊機関等の旅行サービス提供の中止、官公署の命令、当初の運行計画によらない運送サービスの提供（遅延、目的港の変更等）、その他当社の関与

し得ない事由が生じた場合において、旅行の安全かつ円滑な実施を図るためやむを得ないときは、お客様に予め当該事由が関与し得ないものである理由及び当該事由との因果関係を説明して、旅行日程、旅行サービスの内容その他の募集型企画旅行契約の内容（以下「契約内容」といいます）を変更することがあります。ただし緊急の場合においてやむを得ないときは変更後にご説明致します。

### 9：旅行代金の額の変更

当社は旅行契約の締結後であっても、次の場合は旅行代金の額を変更致します。

(1) 当社は利用する運送機関の運賃・料金が著しい経済情勢の変化等により、募集型企画旅行の募集の際に明示した時点において有効なものとして公示されている運賃・料金に比べて、通常想定される程度を大幅に超えて増額又は減額されるときは、その増額又は減額される金額の範囲内で旅行代金を増額又は減額することがあります。

(2) (1)の定めるところにより旅行代金を増額するときは、旅行開始日の前日までにその旨を通知致します。

(3) (1)の定めるところにより旅行代金を減額するときは、利用する交通機関の運賃・料金の減少額だけ旅行代金を減額します。

(4) 第 8 項の規定に基づく契約内容の変更により旅行の実施に要する費用（契約内容の変更のためにその提供を受けなかった旅行サービスに対して取消料、違約料その他既に支払い、又はこれから支払わなければならない費用を含む）の減少又は増加が生じる場合（いわゆる運送・宿泊機関の過剰予約等のように、サービスの提供が行われているにもかかわらず、運送、宿泊機関等の座席、部屋その他の諸設備を利用できない場合を除く）には、当該契約内容の変更の際にその範囲において旅行代金の額を変更することがあります。

(5) 運送、宿泊機関等の利用人員により旅行代金が異なる旨を契約書面に記載した場合において、旅行契約の成立後に当社の責に帰すべき事由によらず当該利用人員が変更になったときは、旅行代金の額を変更することがあります。

### 10：お客様の解除権

(1) お客様はいつでも以下に定める取消料を払って旅行契約を解除することができます。また旅行契約成立後、旅行代金が所定の期日までに入金なく当社が参加をお断りした場合も下記の料率で取消料（又は違約料）を申し受けれます。なお、表でいう「旅行契約の解除期日」とは、当社の営業日・営業時間内に契約解除のお申し出を頂いた時を基準とします。

| 旅行契約の解除期日（取消日）               |             | 取消料       |
|------------------------------|-------------|-----------|
| 旅行開始日の前日<br>から起算してさかの<br>ぼって | 21日前まで      | 無料        |
|                              | 20日前から8日前まで | 旅行代金の20%  |
|                              | 7日前から2日前まで  | 旅行代金の30%  |
| 旅行開始日の前日                     |             | 旅行代金の40%  |
| 旅行開始日の当日                     |             | 旅行代金の50%  |
| 旅行開始後または無連絡不参加               |             | 旅行代金の100% |

(2) お客様は次に掲げる場合において、旅行開始前に取消料を支払うことなく旅行契約を解除することができます。

(a) 契約内容が変更されたとき。ただしその変更が第 22 項の表に掲げるもの、その他の重要なものである場合に限りです。

(b) 第 9 項 (1) の規定に基づいて旅行代金が増額されたとき。

(c) 天災地変、戦乱、暴動、運送・宿泊機関等の旅行サービス提供の中止、官公署の命令その他の事由により、旅行の安全かつ円滑な実施が不可能となり、又は不可能となる可能性が極めて大きいとき。

(d) 当社がお客様に対して、第 4 項の期日までに確定書面を交付しなかったとき。

(e) 当社の責に帰すべき事由により、契約書面に記載した旅行日程に従った旅行の実施が不可能になったとき。

(3) 当社は (1) により旅行契約が解除されたときは、既に受理している旅行代金（又は申込金）から所定の取消料を差し引いた額を払い戻します。取消料が申込金でまかなえないときはその差額を申し受けれます。また (2) により旅行契約が解除されたときは、既に受理している旅行代金（又は申込金）を全額払い戻します。

(4) 旅行開始後において、お客様のご都合により旅行契約を解除又は一時離脱された場合は、お客様の権利放棄とみなし一切の払い戻しを致しません。

### 11：当社の解除権—旅行開始前の解除

(1) 当社は次に掲げる場合において、お客様にあらかじめ理由を説明して旅行開始前に旅行契約を解除することがあります。

(a) お客様が当社があらかじめ明示した性別、年齢、資格、技能その他の参加旅行者の条件を満たしていないことが判明したとき。

(b) お客様が病気その他の事由により、当該旅行に耐えられないと当社が判断する場合。

(c) お客様が他のお客様に迷惑を及ぼし、又は団体旅行の円滑な実施を妨げる恐れがあると当社が判断する場合。

(d) 参加者数が契約書面に記載した最少催行人員に達しなかったとき。この場合、旅行開始日の前日から起算してさかのぼって13日目(日帰り旅行については3日目)に当たる日より前に旅行を中止する旨をお客様に通知致します。

(f) 天災地変、戦乱、暴動、運送・宿泊機関等の旅行サービス提供の中止、官公署の命令その他の当社の関与し得ない事由により、契約書面に記載した旅行日程に従った旅行の安全かつ円滑な実施が不可能となり、又は不可能となる恐れが極めて大きいとき

(2) お客様が第5項に記載する期日までに旅行代金を支払わないときは、当該期日の翌日においてお客様が旅行契約を解除したものとします。この場合においてお客様は当社に対し第11項に定める取消料に相当する額の違約料を支払わなければなりません。

#### 12：当社の解除権—旅行開始後の解除

(1) 当社は次に掲げる場合においては、旅行開始後であってもお客様に予め理由を説明して旅行契約の一部を解除することがあります。

(a) お客様が病気その他の事由により旅行の継続に耐えられない時。

(b) お客様が旅行を安全かつ円滑に実施するための添乗員や係員の指示に従わないなど団体行動の規律を乱し、当該旅行の安全かつ円滑な実施を妨げるとき。

(c) 天災地変、戦乱、暴動、運送機関・宿泊機関等の旅行サービス提供の中止、官公署の命令その他の当社の関与し得ない事由により、旅行の継続が不可能となったとき。

(2) 当社が(1)の規定に基づいて旅行契約を解除したときは、当社とお客様との間の契約関係は将来に向かってのみ消滅します。この場合において、お客様が既に提供を受けた旅行サービスに関する当社の債務については、有効な弁済がなされたものとします。

(3) 当社は(2)の場合において旅行代金のうち、お客様がまだその提供を受けていない旅行サービスにかかる部分の費用から当社が当該旅行サービス提供者に支払い又はこれから支払うべき取消料・違約料その他の名目による費用を差し引いて払い戻し致します。

(4) 当社が(1)の(a)、(c)により旅行契約を解除したときは、お客様の求めに応じて出発地に戻るための必要な手配をします。ただし、出発地に戻るための旅行に要する費用はお客様の負担とします。

#### 13：旅行代金の払戻し

当社は第9項(1)～(5)の規定により旅行代金が減額された場合又は第12項及び13項の規定により旅行契約が解除された場合において、お客様に払戻すべき金額が生じたときは、旅行開始前の解除による払戻しにあっては解除日の翌日から起算して7日以内に、減額又は旅行開始後の解除による払戻しにあっては契約書面に記載した旅行終了日の翌日から起算して30日以内に当該金額を払戻しします。ただし、第12項及び13項において旅行契約が解除されたときには、旅行を中止したためにその提供を受けなかった旅行サービスの提供に対して、取消料、違約料その他既に支払い、又はこれから支払わなければならない費用はお客様の負担とします。

#### 14：契約解除後の帰路手配

当社は第12項(1)の(a)又は(c)の規定によって旅行開始後に旅行契約を解除したときは、お客様のご依頼に応じてお客様が当該旅行の出発地に戻るために必要な旅行サービスの手配を引き受けます。この場合に要する一切の費用はお客様の負担とします。

#### 15：旅程管理

当社はお客様の安全かつ円滑な旅行の実施を確保することに努力し、お客様に対し次に掲げる業務を行います。

(1) お客様が旅行中旅行サービスを受けることができないおそれがあると認められるときは、旅行契約に従ったサービスの提供を確実に受けられるために必要な措置を講ずること。

(2) (1)の措置を講じたにもかかわらず、契約内容を変更せざるを得ないときは、代替サービスの手配を行うこと。この際、旅行日程を変更

するときは、変更後の旅行日程が当初の旅行日程の趣旨にかなうものとなるよう努めること、また、旅行サービスの内容を変更するときは、変更後のサービスが当初の旅行サービスと同様のものとなるよう努めるなど、契約内容の変更を最小限にとどめるよう努力すること。

(3) (1)、(2)の業務は、同行する添乗員によって行われますが、添乗員が同行しない場合は、現地において当社が手配を代行させる者(以下「手配代行者」といいます)により行わせ、その者の連絡先は確定書面(最終旅行日程表)に明示致します。

#### 16：当社の指示

お客様は、旅行開始後から旅行終了までの間において、団体で行動するときは、旅行を安全かつ円滑に実施するための当社の指示に従って頂きます。

#### 17：当社の責任

(1) 当社は募集型企画旅行契約の履行に当たって、当社または当社が手配を代行させた者の故意又は過失によりお客様に損害を与えたときはその損害を賠償する責に任じます。但し損害発生の日から起算して2年以内に当社に対して通知があった場合に限りです。

(2) 次に掲げるような事由によりお客様が損害を被られたときは上記の責任を負いません。

(a) 天災地変、戦乱、暴動、ストライキ、ハイジャック又はこれらのために生ずる旅行日程の変更若しくは旅行の中止

(b) 運送、宿泊機関等の旅行サービス提供の中止又はこれらのために生ずる旅行日程の変更若しくは中止

(c) 官公署の命令、伝染病による隔離又はこれらによって生じる旅行日程の変更若しくは中止

(d) 自由行動中の事故

(e) 食中毒

(f) 盗難

(g) 運送機関の遅延不通、スケジュール変更、経路変更、又はこれらによって生ずる旅行日程の変更若しくは目的地滞在時間の短縮

(3) 当社は手荷物について生じた(1)の損害については、同項但し書きの規定にかかわらず、損害発生の日から起算して14日以内に当社に通知があったときに限り、旅行者1名につき15万円(当社に故意又は重大な過失がある場合を除く)を限度として賠償致します。

#### 18：お客様の責任

お客様の故意または過失、法令、公序良俗に反する行為もしくはお客様が当社の旅行業約款(募集型企画旅行契約の部)の規定を守らないことにより当社が損害を被ったときは、当社はお客様から損害賠償を申し受けます。

#### 19：個人情報の取扱いについて

当社は旅行申込みの際に提出された申込書に記載された個人情報について、お客様との間の連絡のために利用させて頂く他、お客様がお申込み頂いた旅行において運送・宿泊機関等の提供するサービスの手配及びそれらのサービスの受領のための手続きに必要な範囲内で利用させて頂きます。この他、当社では

(a) 次ツアーのご案内

(b) 旅行参加後のご意見やご感想の提供のお願い

(c) アンケートのお願い

お客様の個人情報を利用して頂くことがあります。

#### 20：その他

(1) 当社はいかなる場合も旅行の再実施は致しません。

(2) お客様が個人的な案内・買物等を当社スタッフ・現地係員等に依頼された場合のそれに伴う諸費用、お客様の怪我・疾病等の治療に伴う諸費用、お客様の不注意による荷物紛失・忘れ物回収に伴う諸費用、別行動手配に要した諸費用が生じたときには、それらの費用はお客様にご負担頂きます。

(3) お客様の便宜をはかるため土産物店にご紹介することがありますが、お買物に際しましては、お客様の責任で購入して頂きます。

(4) 当社が募集型企画旅行契約により旅程を管理する義務を負う範囲は、パンフレット等に記載している出発地を出発(集合)してから、当該地に帰着(解散)するまでとなります。

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## 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 and the section "Agent-organized Tours Contract" in the Company's "Travel Agency Covenant" (hereinafter referred to as "the Covenant").
- (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**

2-129 Moto-machi, Yame, Fukuoka TEL : 0943-22-6644 FAX:0943-22-7311

■ **Planning and operation : FM Yame** 【Travel Agency registered with Governor of Fukuoka [No.2-772]】

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