

**Tour Terms & Conditions**  
**Central Japan Experts, Travel and Trading Corp. (CJETT)**

Marutto Plaza, 2-16 Honmachi, Takayama, Gifu 506-0011, Japan  
(The Governor of Gifu Prefecture Registered Travel Agent No. 2-359)

**Article 1. Explanation of Tour Terms & Conditions**

The Tour Terms & Conditions for the Organized Tours in Japan of CJETT (hereinafter called “The Tour Conditions”) is the document representing a portion of the terms of transaction stipulated in Article 12-4 and the Contract Document stipulated in Article 12-5 of the Travel Agency Law as well as the Special Conditions stipulated in Article 1 paragraph 2 of Agent-Organized Tour Contract and Article 1 paragraph 2 of Custom-Ordered Tour Contract of the Standard Terms and Conditions of Travel Contracts approved by The Ministry of Land, Infrastructure and Transport and Tourism (herein after called MLITT).

**Article 2. Contract for Organized Tours in Japan**

1 In Organized Tours, CJETT have two types of tours called “Agent-Organized Tour” means travel for which CJETT prepare in advance, for the recruitment of the Clients, and “Custom-Ordered Tour” means travel for which CJETT prepare, at the request of the Clients, a travel plan in which the destination and itinerary of the travel, the contents of the transportation or accommodation services which the Client is entitled to receive, and the amount of the travel fee that the Client should pay to the CJETT are specified, and which CJETT operate according to such plan.

2 CJETT shall be responsible for operating Organized Tours in Japan whose name in full appears above and in its Web site brochure. The Client joining such tours shall conclude and Organized Tour Contract (hereinafter called the Travel Contract) with CJETT.

3 CJETT shall arrange and manage tour arrangements and itinerary management so that the client receives tour services including a custom-designed itinerary, accommodations, in-country transportation, private guides and drivers, special experiences, activities, entrance fees, and some meals as indicated in the itinerary.

4 The Travel Contract shall be consisted of the Web site brochure, the final itinerary provided for clients before departure (hereinafter called the “Final Tour Itinerary” containing digital media such as PDF file), and the Tour Conditions.

**Article 3. Issue of Plan Document of the “Custom-Ordered Tour”**

1 At the request of the Client who intends to apply to CJETT for a Custom-Ordered Tour Contract, CJETT shall issue a document, prepared in line with the contents of the said request, containing the contents of a plan concerning the itinerary, the contents of Travel Services, the travel fee, and other conditions for the travel (hereinafter referred to as “Plan Document”, which contains digital medias such as PDF file), except when it is inconvenient due to a business reason on the part of CJETT.

2 In a Plan Document referred to in the preceding Paragraph, CJETT may specify the amount of a 10% handling charge of travel fee with respect to the plan (hereinafter referred to as “Plan Charge”) unless otherwise specified.

#### **Article 4. Application for Travel Contracts and their Conclusion**

1 The client shall provide information on CJETT application form as required by CJETT and submit the form together with the necessary reservation deposit. The deposit shall be appropriated to the tour fare, cancellation charges or penalties.

2 CJETT may accept applications for travel contracts by Web site, e-mail, and other means of communication. In such cases, the client shall submit the application form (in case required in the website) and the reservation deposit to CJETT within 3 days counting from the above applications. If the client fails to supply the required application form and/or deposit within 3 days, the reservation shall be regarded as cancelled. Provided, however, that the different conditions may be provided in the Web site for each program.

3 The Travel Contract shall become valid upon receipt of the reservation deposit and acceptance by CJETT in writings.

4 The reservation deposit (per person) shall be 10 percent of the tour fare.

5 The client shall notify CJETT when submitting application if special considerations are required during the tour period, and CJETT shall endeavor to comply with such requests as long as possible, but CJETT shall not guarantee.

#### **Article 5. Conditions of Tour Application**

1 The client under 20 years of age traveling alone during the tour period shall provide CJETT with the written consent of his/her parent or guardian. The client under 15 years of age must be 3 accompanied by his/her parent or guardian.

2 CJETT may refuse an application if any one of the client's age, qualifications, skills or other conditions does not conform to those designated for tours aimed at specific client categories or purposes.

3 CJETT may decline the application of crime syndicates, clients who are members of or involved with crime syndicates, and clients who are involved in other socially destructive behavior (hereinafter called "the Anti-Social Group").

4 Clients who require special attention from CJETT during the tour for reason of chronic disease, general ill health, pregnancy, physical handicap, allergy, and diet restriction etc., shall advise CJETT of this when applying for the tour. CJETT shall try to comply with such requests to the extent deemed feasible and reasonable but CJETT shall not guarantee. In such cases, CJETT may require clients to present the medical form and/or the medical certificate and other necessary documents. In case CJETT takes a special arrangement in compliance with the client's request, the client shall be responsible for incurred expenses related with the request. CJETT may refuse the client's application or require any conditions such as but not limited to the escort of the client by reason of the conditions at travel destinations and facilities and /or the safe, smooth tour operation etc. Notification concerning acceptance or rejection of client participation in the tour shall be made by CJETT at any time even after the tour is commenced.

5 If CJETT considers that the client needs medical diagnosis or treatment by a physician owing to illness, functional disease or other reasons during the tour, CJETT may take measures necessary to ensure smooth operation of the tour. The Client shall pay any and all costs and expenses whatsoever resulting from such measures including but not limited to medical costs etc.

6 Any activities which are not included Final Tour Itinerary shall not be arranged by CJETT during the tour. However, CJETT may, depending on the tour course, arrange such activities under separate conditions with additional fares and expenses.

7 CJETT may refuse the clients' participation if it considers that they embarrass other participant(s), and/or interfere with the Organized Tour.

8 CJETT may also refuse the clients' participation for the tour operation reasons.

#### **Article 6. Contract Document and Final Tour Itinerary**

1 After the client has entered into the Travel Contract with CJETT as stipulated in Articles 2 & 3 4 above, and the Web site brochures, the Final Tour Itinerary and the Tour Conditions provided herein shall be included in the Travel Contract.

2 Unless specified in the Travel Contract, CJETT shall provide a tour voucher stating Final Tour Itinerary, details of the tour services, to the clients, before departure of the tour.

#### **Article 7. Payment of Tour Fare**

The client shall pay the tour fare in full to CJETT by the date of 21 days prior to the departure date. The Travel Contract shall be concluded and become effective upon receipt of full payment of the tour fare. The client who applies to the program after the date of 21 days prior to the departure date shall pay the tour fare in full as soon as the application is received by CJETT.

#### **Article 8. Amount of Tour Fare**

Clients 12 years of age or older shall be charged adult fare and those aged 6 to 11 years shall be charged the child fare unless otherwise specified. One child aged 5 years or younger accompanied by an adult may join the tour subject to CJETT's approval and conditions. (In some conditions, fees might be charged.) The ages in this paragraph means the clients' age on the departure date of the tour.

#### **Article 9. Services Included in the Tour Fare**

The tour service included in the tour fare shall be only those as specified in the Final Tour Itinerary. In principle, CJETT shall not refund for the tour services in case the client does not use the relevant services.

#### **Article 10. Services Not Included in the Tour Fare**

The following Charges and expenses shall not be included in the tour fare:

- a) Laundry, telephone, additional meals and drinks, and any other expenses of personal nature.
- b) Airport departure taxes.
- c) Excess baggage.

- d) Tour fares for optional tours requested by clients (short trips incurring an additional fee).
- e) Medical expenses for injuries and illness.
- f) The transportation to and from the place of the departure and the destination.

#### **Article 11. Additional Fares**

The additional fares are required for following arrangements

- a) Additional charges for “Upgrade Plans” to upgraded hotels or class of room.
- b) Additional charges for changing from a “Plan without Meals” to a “Plan with Meals”
- c) Additional charges for “Hotel Extension Plan” to extend the staying period
- d) Other additional charges as specified in Website.

#### **Article 12. Revision of Contents of Travel Services**

A client may request CJETT to change the itinerary, the contents of Travel Services, or other contents of the Custom-Ordered Tour Contract. In this case, CJETT will accommodate the client’s request to the reasonably practical extent.

CJETT may, after conclusion of the Travel Contract, revise its contents and services for any of the following reasons: natural calamity or disaster, civil unrest, suspension of services rendered by transport/accommodation facilities, provision of transportation not based on the original tour plan, governmental orders, or other circumstances beyond CJETT control. CJETT reserves the right to take necessary measures when safe, smooth tour operation in accordance with the itinerary is deemed impossible, or when CJETT considers that the tour cannot continue. In such cases, CJETT shall explain it is impossible to perform the Organized Tour according to the Travel Contract under the circumstances.

#### **Article 13. Change of Tour Fare**

1 CJETT may revise the tour fare in accordance with increases or reductions of transport costs and/or charges for Organized Tours as a result of unusual or unforeseen changes by economic, political, environmental or any other reason. In such cases, CJETT shall notify the client of these changes no later than the 15th days prior to the departure date.

2 CJETT may, when tour operational costs have risen owing to factors as stipulated in Article 12 above, revise the tour fare accordingly.

#### **Article 14. Change of Tour Participants**

A client who has entered into a Travel Contract may, with CJETT’s consent, transfer the status in the contract to a third party. In this case, the clients shall enter the required information in the form provided by CJETT and submit it together with the specified handling fee. The transfer of status in the contract to a third party shall become valid by the consent of CJETT. CJETT may reject a change in the name of travelers.

#### **Article 15. Cancellation Rates**

1 If a client cancels the Travel Contract for personal reasons, the following cancellation rates will apply to the tour fare. The client remaining in the tour will incur the balance of additional 6 per room costs associated with the change in number of participants.

Time of Cancellation & Cancellation Rate

## A. Agent-Organized Tour

Classification	Cancellation Fee
a. Subscription Type Organized Tour Contract excluding the following column b	
(1) In cases where the Contract is cancelled on / after the 20th day (the 10th day in the case of a day trip) from the day immediately preceding the starting day of the Tour.	Up to 30% of the Tour Price
(2) In cases where the Contract is cancelled on / after the 7th day from the day immediately preceding the starting day of the Tour or on the day immediately before the starting day of the Tour.	Up to 50% of the Tour Price
(3) In cases where the Contract is cancelled on the starting day of the Tour, after the start of the Tour, or the traveler does not participate in the Tour without notice (no show).	Up to 100% of the Tour Price
b. Subscription Type Organized Tour Contract with the use of a chartered vessel	Based on the rules of the cancellation fee for the said vessel

## B. Custom-Ordered Tour

Classification	Cancellation Fee
a. Subscription Type Organized Tour Contract excluding the following column b	
(1) In case where the Contract is cancelled before 21st day (the 11th day in the case of a day trip) from the day immediately preceding the starting day of the Tour.	The Amount of Plan Charge
(2) In cases where the Contract is cancelled on / after the 20th day (the 10th day in the case of a day trip) from the day immediately preceding the starting day of the Tour.	Up to 30% of the Tour Price
(3) In cases where the Contract is cancelled on / after the 7th day from the day immediately preceding the starting day of the Tour or on the day immediately before the starting day of the Tour.	Up to 50% of the Tour Price
(4) In cases where the Contract is cancelled on the starting day of the Tour, after the start of the Tour, or the traveler does not participate in the Tour without notice (no show).	Up to 100% of the Tour Price
b. Subscription Type Organized Tour Contract with the use of a chartered vessel	Based on the rules of the cancellation fee for the said vessel

2 If a client fails to pay the tour fare by the designated date stated in Article 7, CJETT will assume the client has canceled as of the following day, and the cancellation charges specified above will apply.

3 If a client makes a partial change to the departure date, mode of transport, or an accommodation, CJETT will assume the clients made a cancellation of the entire tour, and required cancellation charges will apply.

\*Timing of cancellation notice is based on Japan local time.

### Article 16. Cancellation before Departure

#### 1 Cancellation of Travel Contract by the Client

(1) The client is at all times entitled to cancel the Travel Contract, but must pay CJETT a cancellation charge as stipulated in Article 15 above. CJETT shall accept the notice of cancellation only within its business hours.

(2) In any of the following cases, the client may cancel the Travel Contract without paying a cancellation charge.

- a) When the contents of the Travel Contract have been substantially revised.
  - b) When the tour fare is increased in accordance with Article 13-1.
  - c) In cases where natural calamity or disaster, weather conditions, civil unrest, suspension of services related to transportation, accommodation and other facilities, governmental orders, or other causes make safe, smooth tour operation impossible, or when CJETT considers the tour cannot be continued.
  - d) When tour operation becomes impossible owing to factors for which CJETT is liable.
- (3) If the Travel Contract is cancelled due to paragraph 1 above, CJETT shall refund the remaining amount of the received tour fare after deducting cancellation charges.

## 2 Cancellation of Travel Contracts and Tour Operation by CJETT

- (1) If the client has not paid the tour fare by the prescribed date, CJETT may cancel the Travel Contract. In such cases, the client shall pay CJETT the applicable cancellation charge.
- (2) In any of the following cases, CJETT may cancel the Travel Contract.
- a) When it becomes evident that the client does not satisfy the gender, age, qualification, skill or other requirements specified by CJETT for participation in the tour.
  - b) When the client is part of The Anti-Social Group 8
  - c) When the client is recognized as unfit to join the tour owing to illness or for other reasons.
  - d) When the client embarrasses other participants or interferes the Organized Tour.
  - e) When the minimum number of participants as stipulated by CJETT in the Travel Contract has not been met. In such cases, CJETT shall notify the client of tour cancellation no later than 7 days prior to departure. In case of one day tour, CJETT shall notify the client no later than 3 days prior to the departure.
  - f) When the necessary conditions as clearly stated at the conclusion of the Travel Contract cannot materialize, such as insufficient snowfall for ski tours, or when CJETT considers that the required conditions cannot be satisfied.
  - g) In the event of a natural calamity or disaster, poor weather conditions, civil disturbance, suspension of services related to transportation, accommodations, etc., governmental orders, or other circumstances beyond CJETT's control, and when safe, and smooth tour operation according to the itinerary specified in the Travel Contract has become impossible, or CJETT considers that the tour cannot be continued.
  - h) When the client demands things that are beyond the reasonable scope of the details in the contract.
  - i) Even after the Travel Contract has been concluded, if CJETT cannot receive the amount specified for the tour fare due to invalidity of the client's credit card or in accordance with the credit company's agreement.

3 When CJETT cancels the Travel Contract in accordance with paragraph 1, it shall refund payment after deducting the specified penalties and or cancellation charges from said payment or from the deposit received from the client but the bank charge shall be paid by the client. When CJETT cancels a tour in conformity with paragraph 2, hereinabove, it shall refund the full amount of the tour fare (or deposit) received from the client.

However, CJETT shall not refund to the liable client and or person who caused the facts provided in the above paragraph and shall have the right to claim CJETT's loss against them.

## **Article 17. Cancellation after Departure**

### **1 Cancellation by Client**

- (1) When the client leaves the tour group for personal reasons, CJETT shall consider it waiver of contracted rights and claims to any refund.
- (2) If certain tour services cannot be provided as stated in the Travel Contract for reasons beyond client responsibility, relevant portions of the contract may be canceled, with the appropriate refund deducted from the total tour fare.

### **2 Cancellation by CJETT**

CJETT may cancel the Travel Contract for tours after the departure date in the following cases:

- a) When the client is unable to continue the tour owing to illness or other factors.
- b) When the client is part of the Anti-Social Group.
- c) When the client interferes the Organized Tour against the instruction from tour conductor or by violent deeds or menace towards other participants.
- d) When the tour cannot be continued owing to natural disaster, weather conditions, civil unrest, labor disputes, suspension of services by transportation or accommodation facilities, governmental orders, or other causes beyond CJETT's control.

### **3 Cancellations and Refunds**

If CJETT cancels the Travel Contract in accordance with the paragraph 2-1) hereinabove, travel services rendered to the client shall be deemed as having been completed, and a refund from the tour fare shall be paid for services not yet rendered. In case CJETT has paid, (or will pay) expenses, cancellation charge, penalty, or etc. for the travel services not rendered owing to the cancellation by paragraph 2-1), CJETT shall refund only the balance thereof. CJETT shall not assume any further liability whatsoever to the clients. CJETT shall not refund to the liable client(s) and reserve the right to claim any loss or damages suffered by CJETT caused by the liable client(s) against them.

4 When CJETT cancels the Travel Contract for tours in accordance with the paragraph 2-1)-a) or d) hereinabove, CJETT shall, at the client's expense, make necessary arrangements as requested for return to point of departure.

## **Article 18. Refund of Travel Costs**

If CJETT assumes any liability to make a refund to a client in case such as the tour fare reduction and if either the client or CJETT has canceled the Travel Contract in accordance with Article 15 through 17, CJETT shall refund within the 14th day from the next day of cancellation, when effecting refund before tour departure, and within 30th day from the next day of the end of the tour as stipulated in the contract in case of reduction or cancellation occur after tour departure.

## **Article 19. Refund Method and Handling Charge**

1 Refund by PayPal (for the clients having PayPal Accounts) : Pay back to the PayPal Account with a deduction of JPY 500.-

### **2 Refund by Bank Transfer**

Pay back to the bank account designated by the client with a deduction of following bank

related charges:

- a) To the banks in Japan : JPY 500.-
- b) To the banks outside of Japan : JPY 10,000.-

#### **Article 20. Tour Guide**

1 The tour guide shall be licensed as authorized by the Licensed Guide Interpreter Act.

2 In case the Final Tour Itinerary specifies to be escorted by the tour guide speaking foreign language provided in the Travel Contract, the tour guide shall accompany with the clients as a general rule. The guide shall ensure the safety of the client and smooth operation of the tour as stipulated in the Travel Contract. The client shall act based on the instructions of the tour guide so that the tour can proceed safely and smoothly. The tour guide's service shall be rendered, in principle, from 8:00 to 20:00 unless otherwise provided in the Travel Contract. The tour guide may be provided only at sightseeing destinations in accordance with the Travel Contract.

3 In case the travel services are changed owing to bad weather or other reasons during the period of the tour unaccompanied by the tour guide, the client shall be responsible for arranging the necessary services at their own risk and expenses.

#### **Article 21. Liability of CJETT and Exemptions**

1 If CJETT causes any loss or damage to the client by its negligence or fault in performing its obligations under the terms of its Travel Contract, CJETT shall be liable for such loss or damage. However, unless the notice of claim is received by CJETT from the client within 2 years from the next day of the occurrence of the loss or damage, the client shall not be entitled to claim against CJETT or any liable parties who performed any part of the tour.

2 CJETT shall not be liable for loss or damage occurred to the client as stipulated in paragraph 1 hereinabove if it was caused by:

- a) Natural disaster, war, riot, and alteration or cancellation of tour itinerary due to such causes.
- b) Accidents during transportation or in accommodations and/or damage by fire.
- c) Cessation of services related to transportation or accommodation facilities, and/or tour itinerary alteration or cancellation owing to such causes.
- d) Orders of either Japanese or foreign governments, immigration regulations, isolation resulting from infectious diseases, and/or tour itinerary alteration or cancellation owing to such causes.
- e) Accidents occurred during the client's free activities.
- f) Food poisoning.
- g) Theft.
- h) 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.

#### **Article 22. Special Indemnifications**

1 CJETT shall not pay compensation when damages result from the client's intent, driving while intoxicated and/or illness and other causes provided in the Special Indemnification Rules article 3, 4 and 5 annexed to the Standard General Conditions of



Travel Agency Business. The same restriction applies should the client engage in such dangerous sports and activities as skydiving, bobsledding, hang-gliding (motor-driven or otherwise), gyro-plane flying, mountain climbing (using such specialized tools as picks), and others not included in the Organized Tour and engaged in during a client's free time. However, this shall not apply if those activities are included in the organized tours.

2 CJETT shall not assume any liability for: cash, stocks and bonds, credit cards, coupon tickets, airplane tickets, passports, driver's licenses, visas, deposit certificates, savings certificates (including bank books and ATM cards), various data and equivalent, contact lenses, any other valuables and others described in the Special Indemnification Rules Article 18 annexed to the Standard Travel Agency Terms and Conditions.

### **Article 23. Liability of Client**

CJETT shall require the client to indemnify CJETT for losses or damage sustained owing to the client's action with intent or negligence, fault, conduct against public policy, and/or breach of the Travel Contract.

### **Article 24. Itinerary Booking Guarantee**

1 If major changes occur in Travel Contract contents CJETT shall calculate the change compensation money and refund to the client within 30 days from the next day of the end of the tour.

- (1) CJETT shall not pay compensation for changes caused by:
  - a) Bad weather and natural disasters, which hinder the tour itinerary.
  - b) War, warlike action.
  - c) Riot.
  - d) Governmental orders.
  - e) Suspension of services involving transportation, accommodations, etc., such as cancellation, interruption, cessation, etc.
  - f) Transport services altered from the original schedule, owing to delays or changes in operation schedules.
  - g) Necessary measures to prevent tour participants' death or body injury.
- (2) If the Travel Contract is cancelled in accordance with Articles 16 and/or 17, CJETT shall not pay compensation for any changes occurred.
- (3) CJETT shall not pay compensations if the client is able to receive tour services even when the order of such services is altered from that stated in the Final Tour Itinerary

2 Regardless of paragraph 1 hereinabove, the maximum amount of compensation for changes paid by CJETT under one Travel Contract shall be 15% of the tour fare. This money will not be paid, however, if the total amount is less than 1,000 yen.

3 CJETT shall indemnify the client by economic benefits equivalent to compensation money, or damage indemnification instead of cash payment, if agreed by the client. Amount of compensation for changes shall be subject to Appendix 2 referred in the article 29 paragraph 1 of the Agent-Organized Tour Contract of the Standard General Conditions of Travel Agency Business and to Appendix 2 referred in the article 30 paragraph 1 of Custom-Ordered Tour Contract of the Standard General Conditions of Travel Agency Business.

## **Article 25. TRAVEL INSURANCE**

CJETT recommends all the client shall have travel insurance of sufficient amount before starting travel and this insurance must cover personal injury and emergency medical expenses. The client shall provide Insurance Policy for adequate coverage and amounts if requested by CJETT. It is strongly recommended the coverage should include cancellation, curtailment, and all other expenses that might arise as a result of loss, damage, injury, delay or inconvenience occurring to the Client.

The client acknowledges that the cost of the tour does not include insurance, and the Client is required to obtain separate coverage at an additional cost. When obtaining travel insurance the client must ensure the insurer is aware of the type of travel to be undertaken.

## **Article 26. Privacy Policy**

CJETT shall use the personal information provided in the tour application forms only for communicating with the client and for arranging transportation and accommodations to provide the services requested by the client.

## **Article 27. Others**

1 The client shall pay the expenses incurred when he or she asks for the personal accompaniment of a guide for such purposes as guiding or shopping, costs arising from client injury or illness, the return of lost baggage articles left behind as a result of personal negligence, as well as changes incurred by independent activity.

2 The client shall be responsible for any and all of individual purchases at souvenir shops etc. even when said shops etc. are introduced by CJETT. CJETT shall not assist the client in the exchange or return, etc. of any purchases.

3 Even if Mt. Fuji and others are invisible due to the weather conditions etc., the tour will not be canceled or tour fare will not be refunded.

4 Other matters are subject to the CJETT Travel Contract including related tour documents presented separately.

5 Clients who need special attention for reasons of which CJETT may not be aware such as allergies, previous illnesses, and chronic diseases and so on, shall notify and discuss this matter with CJETT before submitting the tour application. Otherwise, CJETT shall not be liable for any problems occurred to the client caused by above reasons.

6 This Travel Contract between the client and CJETT shall be governed by and construed in accordance with the laws of Japan.

7 Any questions arising out of this contract, or any matters not stipulated here in shall be settled each time by amicable negotiation between the client and CJETT. If the negotiation fails to reach a mutual agreement, the matter shall be submitted to the exclusive jurisdiction of Tokyo District Court of Japan for the settlement.

8 The original text was written in Japanese. The English translation has been prepared by CJETT. If any discrepancies should arise between the Japanese and English texts, the

former shall prevail at all times.