

# TOUR CONDITIONS for JAPAN GRAY LINE TOURS

This outline of tour conditions represents part of the terms of transaction stipulated in Article 12-4 of the Travel Agency Law, and the contract specifying services rendered for travel and other matters as stated in Article 12-5 of the law.

## Contract for Agent-Organized Tours

(1) Responsibility rests with the company operating Agent-Organized Tours (hereinafter referred to as JGL) whose name in full appears below and in its tour pamphlets. Clients joining such tours shall conclude an Agent-Organized Tour Contract (hereinafter referred to as the Travel Contract) with JGL. JAPAN GRAY LINE CO., LTD. (JGL) Address 2-14-6 Kojimachi, Chiyoda-ku, Tokyo, 102-0083, Japan, Commissioner of Japan Tourism Agency Registered Travel Agency NO.35. (2) The content and conditions of the contract shall conform to those specified for each tour itinerary, conditions as specified hereunder, the final itinerary handed to clients before departure (hereinafter referred to as the "Final Tour Itinerary"), and Agent-Organized Tours as described in JGL's general terms and conditions as based on the Travel Agency Law (hereinafter referred to as "General Terms Conditions of Agent-Organized Tours").

## Special Conditions of Tour Applications

(1) A client under 20 years of age traveling alone during the tour period shall provide JGL with written consent of his/her guardians. Clients under 16 years of age must be accompanied by a parent or guardian. (2) JGL may refuse an application if any one of the client's age, qualifications, skills or other conditions do not conform to those designated for tours aimed at specific customer categories or purposes.

(3) Clients who require special attention from JGL during the tour for reason of chronic disease, general ill-health, pregnancy or physical handicap, shall advise JGL of this when applying for the tour. JGL shall comply with such requests to the extent deemed feasible and reasonable. And if JGL take a special arrangement in compliance with the client's request, the client shall be responsible for incurred expenses related with the request. JGL may require clients to present a medical certificate. JGL 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. In some cases, JGL shall change a part of the itinerary or recommend the client to join another tour with the minimum extra charge or refuse his/her participating the tour. For Clause 1, 2 and 3, notification concerning acceptance or rejection of client participation in the tour shall be made by JGL within 1 week after the application is submitted.

(4) If JGL determines that the client needs medical diagnosis or treatment by a physician owing to illness, functional disease or other reasons during the tour, JGL shall take measures necessary to ensure smooth operation of the tour. All costs resulting from such measures shall be borne by the client.

(5) Independent activities for reasons of the client's own choosing shall not be arranged by JGL during the tour. However, JGL may, depending on the tour course, arrange such activities under separate conditions.

(6) JGL may refuse client participation if it determines that he or she threatens to embarrass, inconvenience or interfere with the collective activities of tour participants.

(7) JGL may also refuse client participation for the tour operational reasons.

## Payment of Tour Fare

Payment of tour fare in full must be made prior to the departure time. A travel contract is deemed to be concluded and become effective upon receipt of full payment.

## Amount of Tour Fare

(1) Clients 12 years of age or more shall be charged adult fare and those aged 6 to 11 shall be charged child fare unless otherwise specified. One child 5 years of age or less can join the tour in the company of an adult, but will receive no services such as meals or bed. If more than one child, one child fare will be charged for each additional child 5 years of age or less. This does not apply to tours for which infant fares are quoted. (2) The fare is indicated for each tour course. Clients are asked to confirm the fare according to the departure date and the number of participants.

## Item included in the Tour Fare

Please note that the items included in the tour fare are only those as specified in this brochure. Gratuity to driver and etc. The Consumption Tax. Certified English-speaking guide, Pick-up and return service from / to your hotel (within 23 wards of Tokyo), parking, toll fee. Remarks: Administration and operation control of JGL Organized Tours will be done at the above-stated address. In principle, JGL will not make refunds for the above fare even if clients choose not to use the relevant services.

## Item not included the Tour fare

Lunch and drinks, admission fee, boat fare, Geisha Show fare, baggage handling or transfer, laundry, telephone and any other expenses of a personal nature. Charges and expenses other than those specified in the preceding article are not included either.

## Revision of Tour Fare and Services

In case of a marked increase in transportation fares and fees to JGL, JGL reserves the right to revise any contracted tour fare with a minimum 15 days advance notice to clients. JGL also reserves the right to alter part or all of the tour itinerary in case of natural or artificial disturbance beyond JGL's control.

## Cancellation Charges

If a cancellation notice is received by JGL:

\* 8 or more days prior to the tour date: No charge.

\* 7 days to 2 days prior to the tour date: 10% of the tour fare.

\* 1 day prior to the tour date: 20% of the tour fare.

\* Prior to the starting time of the tour: 50% of the tour fare.

\* On or after the tour date: 100% of the tour fare.

## Responsibility

JGL shall assume liability for damages incurred by the clients due to willful or negligent acts on the part of JGL or its agent in charge of tour arrangements during the course of execution of the travel contract. With respect to compensation for damages to baggage, the maximum amount shall be 150,000 yen per person, and said compensation shall be made only when such damages are reported to JGL within 14 days from the day on which such damages have occurred. JGL shall not be liable for damages incurred by the client due to such reasons as natural disaster, war, disturbances, accident, fire, acts of government, and the alteration or cancellation of tour itinerary due to such causes, accidents occurring during clients' free activities, food poisoning, theft, delays, stoppages, alteration of schedule and route in relation to transportation facilities, congestion of traffic, and any cause beyond the control of JGL and/or agents in charge of tour arrangements.

## Liability of Client

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

## Special Compensation

Regardless of whether or not JGL assumes liability, JGL shall pay compensation and monetary tokens of sympathy, as specified under the special provisions of the General Terms and Conditions of JGL Organized Tours Contract, for the death or certain damages to body incurred by the clients in the course of the organized tour. In case of JGL assuming liability for damages under the provisions in the forementioned paragraph, the amount to be paid thereunder shall be reduced by the amount equal to the compensation paid by JGL under the provision of the special compensation.

JGL reserves the right to cancel or alter the travel contract pursuant to its General Terms and Conditions for tours.

## Itinerary Booking Guarantee

(1) Should major changes occur in Tour Contract contents as stated in the left-hand column of the following table (except for changes mentioned in the 1) through 3) below, JGL shall calculate the change compensation money by multiplying tour fares by the rate indicated in the right-hand column of the table, and make refund to the client within 30 days counting from the day after the tour ends. However, if it is evident that liability as set forth in (1) of Article 18 occurs owing to said changes, JGL shall pay the amount not as compensation for changes but as either a portion or total amount of indemnifications for damages. 1) JGL shall not pay compensation for changes when they occur for the following reasons (however, compensation shall be paid in the event of shortage, even when services are provided, such as for seats, rooms and other facilities): (a) Bad weather and natural disasters which hinder the tour itinerary. (b) War. (c) Civil unrest. (d) Governmental orders. (e) Suspension of services involving transportation, accommodations, etc., such as cancellation, interruption, cessation, etc. (f) Provision of transport services different from the original schedule, owing to delays or changes in operation schedules. (g) Necessary measures to prevent tour participant death or bodily harm. 2) Should cancellation in the Tour Contract be made in accordance with Article

3) Even if major changes occur in Tour Contract contents, as stated in the left-hand column of the following table, JGL shall not pay compensation if they are changes in the Final Tour Itinerary, and the changes are within the scope of services stated in the brochures. (2) Regardless of item (1) hereinabove, the maximum amount of compensation for changes paid by JGL under one organized Tour Contract shall be the tour fare multiplied by 15%. This money will not be paid, however, if the total amount is less than 1,000 yen. (3) When the situation warrants, JGL shall indemnify the client by offering economic benefits equivalent to compensation money, or damage indemnification instead of cash payment, if the client so agrees. (4) If, after JGL has compensated for changes made in accordance with Provision (1) hereinabove, it becomes evident that JGL is responsible for the changes as stated in Article 18, Provision (1), JGL shall pay the client for the damages mentioned in Article 18 after deducting the sum already paid under the terms of Provision (1) hereinabove.

CHANGES FOR WHICH JGL SHALL PAY COMPENSATION	Amount of compensation for changes - Tour fare times the following percentage per incident	
	If the client is notified by the day prior to start of tour:	If the client is notified after start of tour:
(1) Change in tour departure of termination date as specified in tour brochures:	1.5%	3.0%
(2) Changes in destination or entry to tourist spots and/or facilities (including restaurants) stated in tour brochures:	1.0%	2.0%
(3) Changes in grade or equipment of transport facilities as stated in tour brochures to those of lower cost (only when the total price after change become less than stated in the Tour Contract.):	1.0%	2.0%
(4) Changes in transport vehicles or of company operating them as stated in tour brochures:	1.0%	2.0%
(5) Change in accommodation facilities or the name of the company operating them as stated in tour brochures:	1.0%	2.0%
(6) Change in type of rooms at hotels, etc., their facilities, or view as stated in tour brochures:	1.0%	2.0%
(7) Regarding changes in items (1) through (6), above as relating the tour title in brochures, these rates shall apply instead of those for the above items:	2.5%	5.0%

Note: 1: "One incident" represents one train ride, one automobile ride or one ship ride in case of transportation; one overnight stay in case of accommodations; and one change in each of the applicable items involving other services.  
2: If multiple changes as stated in (4) to (6) above occur during one train, automobile or ship ride, or one overnight stay, they will be regarded as a single alteration.  
3: Only one rate shall apply for changes as stated in (7) as above.

## Correspondence Contract

When we receive an application from a credit cardholder (hereinafter referred to as a "member") of a credit company we deal with, based on the conditions of "receiving payment of travel charges, cancellation fees, etc., without the signature of the member" (hereinafter referred to as a correspondence contract), the travel conditions are different from the ordinary travel conditions in the following points: (Some travel agencies may not be able to handle this type of application. The types of cards that are handled vary among travel agencies.) (1) A contract shall be based on "travel business-related stipulations that are used for conclusion of a travel contract by Correspondence means contract." (2) A contract shall be concluded at the time when we consent in the case of application by telephone, and when we issue a notification of our consent in the case of other communications means. At the time of application, information of the "member number, card expiration date," etc., shall be provided. (3) A "card usage date" shall be the day of payment or repayment of travel charges, etc. The card usage date for travel charges shall be the "date when a contract is concluded." The card usage date for cancellations fees shall be "the day cancellation of a contract is requested (when a request for cancellation is made on or after the card usage date for travel charges, repayment shall be made within 7 days from the day after the request)." (4) When payment cannot be made using the credit card a member applies with due to a credit reason, etc., we shall cancel the Correspondence Contract, and be entitled to the same amount as the cancellation fees mentioned in the above, as payment for damage caused by a breach of contract. However, this shall not apply if travel charges are paid in cash by a date we designate separately.

## Standard of Tour Conditions and Fares

All the tour fare are effective from January 1, 2023 to December 31, 2023 unless otherwise specified in the tour description.

## Privacy Policies

JGL and its entrusted travel agencies listed in the Sales Office column 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.

## Others

(1) 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.

(2) The client shall accept all responsibility for decisions regarding individual purchases at souvenir shops even when said shops are introduced by JGL or its local tour operators.

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

(4) Other matters are subject to the JGL Tour Contract, including related tour documents presented separately.

(5) Clients who require special attention for reasons of which JGL could not be aware such as allergies, previous illnesses, chronic diseases and so on, shall notify and discuss this matter with JGL before submitting the tour application.

(6) This Travel Contract between the client and JGL 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 herein shall be settled each time upon consultation between the client and JGL. Should the consultation fail to reach a mutual agreement, the matter shall be submitted to the exclusive jurisdiction of the Tokyo District Court of Japan for the settlement.

These Tour Conditions represent the English translation of part of the General Terms and Conditions of the JGL Organized Tour Contract as approved by Japan's Ministry of Land, Infrastructure and Transport.

The original text was written in Japanese. The English translation has been prepared by Japan Gray Line. If any discrepancies should arise between the Japanese and English texts, the former shall prevail at all times.

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