

Terms and Conditions for Arranged Tour Contract
(“Tehai Ryoko” under the Travel Agency Law in Japan)

This outline of tour conditions forms part of the documents (setsumeishomen and keiyakushomen) as stated in Article 12-4 and 12-5 of the Travel Agency Law.

1. Arranged Tour Contract

(1) This travel is arranged by Michi Travel Japan (hereinafter referred to as MTJ) and the Client shall enter into an “Arranged Tour Contract” with MTJ.

(2) MTJ, commissioned by the Client, undertakes to make arrangements for transportation, accommodation and other services for travel provided by transportation/accommodation suppliers (hereinafter referred to as “Travel Services”) by acting as a representative, as an intermediary, as an agent.

(3) The Client must pay to MTJ Travel Fare including prices which MTJ pays to transportation/accommodation suppliers etc., such as a train fare, accommodation charges, etc., and travel handling fees.

2. Application

(1) The Client must provide information as required by MTJ by submitting the application form or by sending such information by telephone, e-mail, facsimile and other means of communication.

(2) At the timing of application, the Client must submit upfront payment, the amount of which shall be specified by MTJ, or the whole amount of Travel Fare. The upfront payment will be treated as part of the Travel Fare, the cancellation fee or other money which the Client should pay to the MTJ.

3. Special Conditions for Correspondence Contract

(1) When we receive an application from a credit cardholder of a credit company we deal with, based on the conditions that MTJ receives payment without the signature of the member (hereinafter referred to as a correspondence contract), MTJ may enter into a contract in accordance with an application made by telephone, e-mail, facsimile, or any other means of communication. MTJ may not enter into such contracts for some business reasons such as when MTJ does not deal with the credit card company.

(2) At the time of application, the Client shall provide necessary information such as card number, card expiration date and so forth.

(3) A Correspondence Contract enters into effect when MTJ has sent a notice of accepting the application by telephone or mail, or when such notice has reached the Client in case of notifying by e-mail or facsimile or the other forms of communications.

(4) If the Client would like to pay by credit card but is unable to settle part or all of his/her payment by the credit card, MTJ shall not accept an application.

4. Special Conditions of Applications

(1) A Client under 20 years of age and traveling alone shall provide MTJ with written consent of his/her guardian.

(2) A Client who requires special attention from MTJ if the Client has health problems, is pregnant or is physically challenged and so forth, shall advise MTJ of the special requests when applying. MTJ shall endeavor to meet such requests to the extent deemed feasible and reasonable; however, they cannot be guaranteed. In such cases, additional expenses needed to comply with the Client's requests shall be borne by the Client.

(3) MTJ reserves the right to decline application for the travel for other operational reasons.

5. Time of Entry into Effect of a Contract

(1) An Arranged Tour Contract enters into effect when MTJ has agreed to conclude it and has received the payment in part or in whole.

(2) Notwithstanding the provisions of the preceding Paragraph, a Communications Contract enters into effect according to the Article 3 (3).

6. Contract Document

Promptly after an Arranged Tour Contract has come into effect, MTJ shall provide document confirming the contents of Travel Services.

7. Change in Contract Contents

When the Client requests MTJ to change the contents of Travel Services of the Arranged Tour Contract, MTJ will try to meet the Client's request to the reasonably practical extent. In this case, the Client shall bear a cancellation fee or an amendment fee or any other penalty to be paid to the third party including transportation/accommodation facilities, as well as handling charge as specified by MTJ.

8. Cancellation

(1) Voluntary Cancellation by the Client

The Client may cancel the Arranged Tour Contract in whole or in part at any time by paying cancellation charges as specified by MTJ. Cancellation charges consists of i) the charges concerning services already provided, ii) charges which must be paid to transportation/accommodation facilities, etc., as the cancellation fee, the penalty, etc., for the Travel Services not yet received, iii) costs required for procedures for making a cancellation.

(2) Cancellation Due to a Cause Attributable to the Client

MTJ reserves the right to cancel the Arranged Tour Contract in any of the following cases:

- i) If the Client has not paid the Travel Fee by the prescribed date;
- ii) If the Client, who would like to pay by credit card, has become unable to settle the payment by the credit card.

In these cases, the Client must bear cancellation charges.

(3) Cancellation Due To a Cause Attributable to MTJ

The Client may cancel the Arranged Tour Contract if it has become impossible to make arrangements for Travel Services due to causes attributable to MTJ. In this case, MTJ shall refund the Client the Travel Fee already received, excluding the cost which has already been paid, or which must be paid in the future, to transportation/accommodation facilities, etc., as a consideration for the Travel Services already received by the Client.

9. Travel Fees

When tour costs (transportation, hotels etc.) have risen, MTJ reserves the right to revise the tour fare accordingly.

10. Handling Fees

MTJ may request handling fees below.

(1) Booking of transportation and accommodation facilities

Up to 20% of travel costs

(2) Amending reservations

Up to @1,050yen per change (transportation, accommodation and other facilities) in addition to the charges or penalties which suppliers charge to MTJ

(3) Cancelling reservations

Up to @1,050 yen per cancellation in addition to the charges or penalties which suppliers charge to MTJ

11. MTJ's Responsibility and Exemptions

(1) When MTJ has made arrangements with good faith to fulfill the customer's requests for arrangement, the MTJ's obligations under an Arranged Tour Contract shall be deemed as being fulfilled. Thus, failing to make booking due to lack of vacancies or to meet the customer's requests, etc. does not constitute any liability of MTJ as long as MTJ performed its obligations in a proper manner.

(2) In performing its obligations, should MTJ cause damage to the Client through willful negligence or fault, MTJ shall be liable for such damages. However, this only applies if the damage is reported within 2 years from the day following the occurrence of the damage.

(3) MTJ is not liable for any negligent or willful act of suppliers of accommodations/transportations or the other services, since they are independent contractors and are not agents or employees of MTJ.

(4) MTJ shall compensate for damage to baggage if the damage is caused by MTJ's negligence or fault, provided that said damage is reported within 14 days from the day after the occurrence, up to a maximum of 150,000 yen per person. Not applicable when damage is caused intentionally by MTJ or through gross negligence.

(5) MTJ shall not be liable for Client's damages due to such reasons as natural disaster, war, disturbances,

accident, fire, acts of government, and alteration or cancellation of tour itinerary due to such causes, accidents occurring during clients' free activities, food poisoning, theft, delays, and any cause beyond the control of MTJ and/or agents in charge of tour arrangements.

12. Liability of Client

MTJ shall require the client to indemnify MTJ for losses caused by a Client's willful negligence or fault.

13. Travel Advisories and warnings

(1) It is the responsibility of the Client to make necessary preparations including, but not limited to, passport, Visa and other requirement.

(2) Travel insurance is strongly recommended.

14. Use of personal information

We collect the personal information only in compliance with relevant regulations and guidelines. We use personal information collected from customers as reasonably required to contact customers as well as to provide travel related services such as reservations of transportation and accommodations.