

Terms and Conditions

These Terms and Conditions shall apply to any travel products and/or services purchased from Nara Visitors Bureau.

1. Contract for Agent-Organized Tours

- 1) Responsibility of this domestic tour rests with the company operating Agent-Organized Tours (hereinafter referred to as NVB) whose name in full appears below and in its pamphlets. A client joining such tours shall conclude an Agent-Organized Tour Contract (hereinafter referred to as the Travel Contract) with NVB.

Nara Visitors Bureau

Address: 3, Ikeno-cho, Nara City, Nara 630-8361, Japan

- 2) The contents and conditions of the Travel 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 specified in NVB's general terms and conditions as based on the Travel Agency Law (hereinafter referred to as "General Terms and Conditions of Agent-Organized Tours")

2. Application for Agent-Organized Tour Contract and its Conclusion

- 1) The client shall provide information on the application form as required by NVB and submit the form together with the full amount of tour fare or reservation deposit as specified hereunder. Paid deposit shall be applied to the tour fare, cancellation, charges or penalties.

Tour fare	less than ¥30,000	¥30,000 to ¥59,999	¥60,000 to ¥99,999	¥100,000 to ¥149,999	no less than ¥150,000
Reservation deposit	¥6,000	¥12,000	¥20,000	¥30,000	20% of tour fare

- 2) NVB may accept applications for travel contracts by telephone, mail, facsimile and other means of communication. In such cases, a client shall submit the application form and reservation deposit to NVB within three days counting from the day after acceptance of application is confirmed. If a client fails to supply the required application form and deposit within three days, the reservation shall be voided.
- 3) The Travel Contract shall become valid upon NVB's consent to the conclusion of the contract and receipt of the reservation deposit.

- 4) A client shall notify NVB when submitting the application if requiring special consideration during the tour period, NVB shall comply with such requests when feasible.
- 5) NVB shall immediately submit a written travel contract stating tour itinerary, details of the services, other tour conditions and NVB's responsibility to the client.
- 6) If it is not possible to mention the finalized itinerary or names of transportation and /or accommodation in the Travel Contract, the Final Tour Itinerary shall be presented to the client by the eve of the departure date. Irrespective of the above, when application for the Agent-Organized Tour is made on or after seven days prior to the eve of the departure date, the Final Tour Itinerary shall be presented by the departure date.

3. Special Requirements

- 1) A client under 20 years of age traveling alone during the tour period shall provide NVB with written consent of his/her guardian. A client under 15 years of age may require to be accompanied by his/her parent or guardian.
- 2) A client aged 75 years and over may be required to present a medical certificate by doctor.
- 3) A client who requires special attention from NVB during the tour for reason of ill-health, physical handicap, abnormal blood pressure, or heart disease shall advise NVB of this when applying for the tour. NVB may require the client to present a medical certificate. NVB may refuse a client's application if condition 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.
- 4) NVB may refuse client's participation if it determines that he/she threatens to embarrass, inconvenience, or interfere with the collective activities of tour participants.
- 5) NVB may also refuse client participation for tour operational reasons.

4. Payment of Tour Fare

The Tour Fare shall be paid no later than the 14th day prior to the eve of the departure date. When application is made on or after the 14th day prior to the eve of

the departure date, the fare shall be paid on the date when the application was submitted or on the date designated by NVB before the departure.

5. Amount of Tour Fare

- 1) Clients aged 12 years and over shall be charged adult fare and those aged 6 to 11 shall be charged child fare unless otherwise specified. However, when a tour includes air travel, clients aged 3 to 11 shall be charged child fare.
- 2) The Tour Fare is specified for each tour course. Clients are asked to confirm the fare according to the departure date and the number of participants.

6. Included in the Tour Fare

- 1) The Tour Fare includes transportation (economy class unless otherwise specified), accommodations, meals, entrance fees for attractions, guide services, handling charges, and taxes including consumption tax. Please note that the items included in the fare are only those as specified in the itinerary.
- 2) Besides above, in courses accompanied by a tour conductor, the Tour Fare includes the cost of the conductor, and gratuities required for activities of a group tour.
- 3) In principle, NVB will not make refunds for the above fares even if clients choose not to use the relevant services.

7. Not included in the Tour Fare

Charges and expenses other than those specified in the preceding Article 6, such as:

- 1) Expenses incurred while traveling during free time specified as “Free time”, “On your own”, or “Charges paid by client” in the itinerary.
- 2) Excess baggage (extra piece of baggage, baggage exceeding the weight and size limits)
- 3) Landry, telegram and/or telephone expenses, additional meals and drinks, and any other expenses of personal nature (including tax and service charges)
- 4) Travel and accommodation costs between arrival/departure and the start and end points of the itinerary.
- 5) Single supplement

- 6) Charges for optional tours taken by only the applicant (such as small excursions or extra charges for meals)

8. Revision of Contents and Services

NVB may, after conclusion of the Travel Contract, revise its contents and services for any of the following reasons: natural calamity or disaster, poor weather conditions, civil unrest, suspension of service rendered by transport/accommodation facilities, provision of transportation not based on the original operational plan, governmental orders, or other circumstances beyond the NBV's control. NVB reserves the right to take necessary measures when safe, smooth tour operation in accordance with the itinerary is deemed impossible, or when there is a valid reason to believe that the tour cannot continue. In such cases, NBV shall explain in a timely manner its inability to function according to the Travel Contract under the circumstances. However, this explanation may be made after revisions are made when conditions demand.

9. Change of Tour Fare

- 1) NBV may revise its schedule of fares in accordance with increase or reduction of transportation fares and/or charges for the Agent-Organized Tour owing to unusual or unforeseen economic developments after the date specified in Article 20. In such cases, NBV shall notify the client no later than the 15th day prior to the eve of the departure.
- 2) NVB may, when tour operational costs have risen or fallen owing to factors as specified in Article 8, revise the Tour Fare accordingly, except when substitutions are required because of a shortage of facilities, transport seats, hotel rooms, etc.
- 3) In the event that travel costs change, NVB shall revise the Tour Fare accordingly. When NVB specifies that tour fares are dependent on the number of participants and there is a change in the number of the participants due to reasons beyond the NVB's responsibility, NVB shall change the Tour Fare within the allowable range specified in the Travel Contract.

10. Change of Tour Participants

A client who has entered into a Travel Contract may, with NVB's consent, transfer the status in the contract to a third party. In this case, the client shall enter the required information in the form provided by NVB and submit it together with the specified handling fee.

11. Cancellation of Travel Contract by the Client

- 1) The client is at all times entitled to cancel the Travel Contract, but must pay NVB a cancellation charge as specified in Article 13 below. NVB shall accept the cancellation requests during the office 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. However, changes shall be limited to the cases listed in the left side of the table in Article 19 and other important circumstances.
 - b. When the Tour Fare is increased in accordance with the provision of Article 9 and 11.
 - c. In the event of natural calamity or disaster, poor weather conditions, civil unrest, suspension of services related to transportation, accommodation and other facilities, governmental orders, or other circumstances beyond the NBV control, and when safe, and smooth tour operation according to the itinerary has become impossible, or there is a valid reason to believe the tour cannot continue.
 - d. When NVB has not delivered the Final Tour Itinerary to the client by the date specified in Article 2.
 - e. When tour operation becomes impossible owing to factors for which NVB is liable.
- 3) NVB shall refund the remaining amount of the received tour fare (deposit) after deducting cancellation charges. If the tour deposit is not enough to cover the cancellation charge, NVB shall charge the difference separately. When the Travel Contract is cancelled due to the reasons specified in this article, NVB shall make the full refund or the received tour fare (deposit) within seven days counting from the next day of cancellation.
- 4) If the client changes the departure date, or the tour course for personal reasons, the client shall apply for a new contract after the original one was cancelled. In this case, half price of the cancellation charge specified in Article 13 will be levied on the client.

12. Cancellation of Travel Contracts and Tour Operation by NVB

- 1) When the client has not paid the Tour Fare by the prescribed date, NVB may cancel the Travel Contract. In such cases, the client shall pay NVB a cancellation charge specified in Article 13.
- 2) In any of the following cases, NVB may cancel the Travel Contract after explaining the reason to the client:

- a. When it becomes evident that the client does not satisfy the gender, age, qualification, skill, or other requirements specified by NVB for participation in the tour,
- b. When the client is recognized as unfit to join the tour owing to illness or for other reasons.
- c. When there is evidence that the client threatens to cause other participants embarrassment or inconvenience, or might otherwise interfere with the smooth performance of the collective activities of the tour.
- d. When the minimum number of participants as specified by NVB in the Travel Contract has not been met. In such cases, NVB shall notify the client of tour cancellation no later than the 13th day (the 3rd day for a one-day tour) prior to the eve of the departure.
- e. 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 there is a valid reason to believe that the required conditions cannot be met.
- f. In the event of natural calamity or disaster, poor weather conditions, civil disturbance, suspension of services related to transportation, accommodations etc., governmental orders, or other circumstances beyond the NVB's control, and when safe, and smooth tour operation according to the itinerary specified in the Travel Contract has become impossible, or there is a valid reason to believe that the tour cannot continue.

13. Cancellation Rates

- 1) When a client cancels the Travel Contract for personal reasons, the following cancellation rates shall apply to the Tour Fare.

Tour Type	Time of Cancellation					
	21 or more days	20 days to 8 days	7 days to 2 days	1 day	Prior to the starting time of the tour	After day of departure or in case of not showing up without notice
Tours including accommodations						
Tours Not including accommodations	11 or more days	10 days to 8 days				
Cancellation Rate	No Charge	20% of the tour fare	30% of the tour fare	40% of the tour fare	50% of the tour fare	100% of tour fare

Note: The cancellation rates above will apply, counting from the next day of cancellation.

- 2) In case of cancellation in booking via travel loan beyond NVB's responsibility, the above cancellation charges will apply.

- 3) Clients remaining in the tour will incur the balance of additional per room costs associated with the change in number of participants.

14. Cancellation and Refund After Departure

1) Cancellation by client

- a. When the client leaves the tour for personal reasons, NVB will consider it a forfeiture of contracted rights and claims to any refund.
- b. If certain services cannot be provided as promised in the Travel Contract for reasons beyond the client responsibility, relevant portions of the contract may be canceled, with the appropriate refund deducted from the total Tour Fare.

2) Cancellation by NVB

- a. NVB 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 seem to disturb the order of collective activities of tour participants by negligence of instruction from the tour conductor or violent deeds or menace towards these people or those accompanying them, which otherwise Jeopardizes safety, smooth tour operation.
 - (c) When the tour cannot continue owing to natural disaster, poor weather conditions, civil unrest, labor disputes, suspension of services by transportation, or accommodation facilities, governmental orders, or other causes beyond the NVB's control.
- b. If NVB cancels the Travel Contract in accordance with Clause 2)-a, 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 such cases, NVB will refund the remaining amount after deducting expenses which NVB has paid (or has to pay) such as service charges, cancelation charges, penalties, within 30 days counting from the next day of termination specified in the Travel Contract.
- c. When NVB cancels the Travel Contract for tours in accordance with Clause 2)-a. (a) and (c) hereinabove, NVB shall, at the client's expense, make necessary arrangements as requested for return to point of departure.

15. Tour Conductors

- 1) A tour conductor shall accompany the tour courses specified in the pamphlet's guide service column.
 - a. Clients shall follow the instructions of the conductor in order to maintain the safe and smooth operation of the itinerary.

- b. The conductor shall provide services, in principle, from 8:00a.m.to 8:00p.m.
 - c. In some courses, from departure to completion, a tour conductor will accompany only from the destination. Clients joining such courses will be responsible for procuring the desired services before and after the destination, because the conductor will not accompany from departure to the destination and from the destination to arrival. (In some courses, staff will assist clients at the departure and arrival meeting points.)
- 2) A tour conductor will not accompany clients on individualized tours. Clients joining such tours will be responsible for procuring the desired services after being provided with travel coupons and/or tickets by NVB.

16.Liability of NVB

- 1) In performing its obligation under the terms of its Travel Contract, should NVB cause damage to the client through willful negligence or fault, NVB shall be liable for such damages. However, this only applies if the damage report is made within two years counting from the day after the occurrence of the damage.
- 2) NVB shall compensate for damage to baggage, provided that said damage is reported within 14 days counting from the day after the occurrence, up to a maximum of 150,000yen per person. Not applicable when damage is caused intentionally by NVB or through serious negligence.
- 3) NVB shall not be liable for damages incurred by clients as specified in Clause 1) hereinabove if any of the following reasons apply:
- (a) Natural disaster, war, civil unrest, and alteration or cancellation of tour itinerary due to such causes.
 - (b) Transport or accommodation accidents, fire damage, and alternation or cancellation of tour itinerary owing to such causes.
 - (c) Orders of either Japanese or foreign governments, or isolation resulting from infectious diseases.
 - (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.

17.Liability of Clients

- 1) NVB shall require the client to indemnify NVB for losses sustained owing to a

client's willful negligence or fault.

- 2) NVB may take necessary measures if a client needs treatment during the duration of the tour due to illness, injuries, etc. In the case NVB is not responsible for the cause of the illness, injury, etc., the client shall bear all costs for said measures and must make the payments by the means and date designated by NVB.

18. Special Indemnifications

- 1) In accordance with NVB's Organized Travel Contract, NVB shall pay compensation, or provide condolence money to the client in the event of death or significant bodily harm and/or pay compensation money for damage to baggage, which is either coincidental with or due to extenuating circumstance encountered during the Organized Tour, regardless of NVB's responsibility.
- 2) In case NVB incurs both the duty to pay compensation as specified in Clause 1) and to indemnify the client for damages in accordance with Article 16, both shall be regarded as "already executed" within their amount limits when any one of the above duties is satisfied.

19. Itinerary Booking Guarantee

- 1) Should major changes occur in Travel Contract contents as stated in the left-hand column of the following table below, NVB shall calculate compensation for changes by multiplying tour fares by the rate specified 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 Article 16 occurs owing to said changes, NVB shall pay the amount not as compensation for changes but as either a portion or total amount of indemnification for damages.
 - a. NVB 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
 - (g) Necessary measures to prevent tour participant from death or bodily harm
 - b. Should cancellation in the Travel Contract be made in accordance with Articles 11,

12 and 14, and should changes occur in such canceled portions, NVB shall not pay compensation.

- 2) Regardless of Clause 1) hereinabove, the maximum amount of compensation for changes paid by NVB for each Travel Contract will be limited to 15% of the Tour Fare. However, this money will not be paid if the total amount is less than 1,000yen.
- 3) NVB may pay compensation by providing goods or services equivalent to or greater than the compensation payment with client's consent instead of paying the compensation for changes or for damages in cash.
- 4) If, after NVB has compensated for changes made in accordance with Clause 1) hereinabove, it becomes evident that NVB is responsible for the changes as stated in Article 16, NVB shall pay the client for the damages specified in Article 16 after deducting the sum already paid under the terms of Clause 1) hereinabove

Changes requiring payable compensation	Percentage per Case (%)	
	If the client is notified by the day prior to the start of the tour	If the client is notified after the start of the tour
(1) Changes in the tour departure or termination date stated in the Travel Contract	1.5%	3.0%
(2) Changes in destination or entry to tourist attractions and/or facilities (including restaurants) listed in the Travel Contract	1.0%	2.0%
(3) Changes in the class of transportation or changes to cheaper facilities than those listed in the Travel Contract (limited to cases in which the total cost of said class and/or facilities is less than that stated in the Travel Contract)	1.0%	2.0%
(4) Changes in the types and/or company name of the transportation listed in the Travel Contract	1.0%	2.0%

(5) Changes to different flights from those listed in the Travel Contract at the departure and/or destination airport in Japan	1.0%	2.0%
(6) Changes from direct flights between Japan and the foreign country listed in the Travel Contract to connecting or indirect flights	1.0%	2.0%
(7) Changes in the type or name of accommodations listed in the Travel Contract	1.0%	2.0%
(8) Change in the room types, facilities, views, or any other room conditions listed in the Travel Contract	1.0%	2.0%
(9) Changes in the preceding (1) through (8) which are stated in the tour title of the Travel Contract	2.5%	5.0%

Note1: When a Final Tour Itinerary has been issued, this schedule shall be applied by regarding “Travel Contract” as “Final Tour Itinerary”. In this case, if there has arisen any changes between the contents specified in the Travel Contract and those in the Final Tour Itinerary or between the contents specified in the Final Tour Itinerary and those of the tour services actually provided, each change shall be respectively deemed as one change.

Note 2: In the event that transportation facilities set forth in (3) and (4) above involve the use of accommodations, each overnight stay shall be deemed as one change.

Note 3: This shall not apply to any changes to the names of transportation facilities set forth in (4) involving changes to facilities with a higher class.

Note 4: Even if the changes set forth in (4), (7), and (8) occur multiple times within a single train, automobile, or ship ride, or a single overnight stay, each ride or overnight stay shall be deemed as one change.

Note 5: For changes set forth in (9), the rates in (1) through (8) will not apply, and the rate in (9) shall be applied.

20. Validity of Tour Conditions and Fares

All dates, conditions and fares are stated in tour documents such as brochures.

Privacy Policy

- 1) NVB and its entrusted travel agencies shall use the personal information provided in the tour application forms only for communicating with clients, for arranging transportation and accommodations, and for providing necessary services.
- 2) NVB shall use personal information for 1) promoting NVB's tour goods or services; 2) requesting participation in client satisfaction questionnaires and other surveys; 3) creating tour statistics.