

**Order Based Packaged Tour Transaction Terms and Conditions Explanation Document (Translated)**

\*This document will constitute a part of the contract in the event that an agreement is established

**1. Order Based Packaged Tour Contract**

"Order Based Packaged Tour Contract" (hereinafter referred to as the "Contract") refers to a contract that Curious Travel (hereinafter referred to as "We/Our/Us") concludes with the customer (participant) to design a packaged tour per customer requests including destination, schedule, price and etc. and to operate a package tour based on the itinerary of the designed tour plan.

**2. Application for the Contract**

- (1) After receiving the packaged tour proposal from Us, the customer who wishes to apply for the tour must fill out the application form, and pay a deposit (or full price). We may separate packaged tour design fee (normally included in packaged tour price), which is payable by the customer, even when customer does not apply for the contract. Deposit is used as a part of tour price.
- (2) When a representative from the same group is assigned, We treat the person (hereafter referred as "contract manager") as an agent, who handles contract and transactions related to the packaged tour on behalf of the entire group.
- (3) The "contract manager" of the group is responsible for providing a list of all participants in the same group to Us by the requested date.
- (4) Participant of the packaged tour is responsible for informing Us about the special care/consideration required during the tour, including the use of wheelchair or guide dog, physical disability, food or animal allergies and etc., at the time of the application. We make an effort to take these into consideration, and the costs required need to be borne by the customer.

**4. Refusal of the Contract by Us**

We have the right to refuse the Contract for the following reasons;

- (1) When it is recognized that customer(s) is likely to cause trouble to other customer(s) which hinders the smooth implementation of packaged tour.
- (2) When a request as described in (4) of the preceding Article has been made, but necessary measures cannot be taken by Us.
- (3) When there is a business inconvenience to Us.

**5. Contract Conclusion**

Contract is only concluded when We inform its acceptance of the customer's application.

**6. Final Itinerary**

When detailed tour itinerary including the specific names of transportation and accommodating facilities cannot be confirmed at time of the Contract, potential options may be provided, and final itinerary should be provided to the Customer, no later than 2 days before the departure date. (Or 1 day before the departure date, if application is made after 8 days prior to the departure date). When final itinerary is issued, the scope of services by Us is limited to the contents of the

final itinerary.

**7. Payment and Changes to the Packaged Tour Price**

- (1) Payment date of the packaged tour is stated in the proposed itinerary. Payment must be made in full prior to the departure date.
- (2) Packaged tour price may be changed when the fares of the transportation facility are revised significantly beyond normally expected level. Customer is informed of the price change at least 16 days prior to the date of the tour, and change in price should be difference of the fare.

**8. Change to the Contract**

- (1) When the customer requests to change the contents of the packaged tour, We make our best effort to comply with the request. In such case, any changes in tour price should be borne by the Customer.
- (2) In the event of natural disaster, war, riot, suspension of transportation and accommodation facilities, orders from public offices, or other reasons beyond the control of Us to safely operate the packaged tour, We hold the right to change or cancel the tour. While We intend to explain about changes prior to the departure, depending on the level of emergency, explanation may take place afterwards.

**9. Cancellation Fee**

- (1) We are entitled to cancel the packaged tour, by paying cancellation fee or tour design fee to Us.

**Cancellation Fee (within Japan Travel)**

Cancelled Date	Fee
Any date other than below	tour design fee
From 21 days (11 days for day-trip) to 9 days prior to the departure date	20% of tour price
From 8 days to 2 days prior to the departure date	30% of tour price
1 day prior to the departure date	40% of tour price
On the departure date	50% of tour price
After the departure date or no-show	100% of tour price

**Cancellation Fee (Overseas Travel)**

Cancelled Date	Fee
Any date other than below	tour design fee
From 31 days to 3 days prior to the departure date	20% of tour price
From 2 days to the departure date	50% of tour price
After the departure date or no-show	100% of tour price

Additional rules apply for chartered ship (boat) and chartered airplane.

**10. Responsibility of Us**

We will compensate for the damage to the customer caused by Us during the tour. The maximum amount of compensation related to baggage (carried during the tour) is 150,000 JPY (except in cases of willful misconduct or gross negligence on the part of Us) per customer. However, in principle, We are not responsible in

the following cases; damages caused by natural disasters, wars, riots, suspension of the provision of services such as transportation and accommodation facilities, orders from public offices, or other reasons beyond the control of Us.

**11. Special Compensation**

Regardless of whether or not Our liability as set forth in the preceding paragraph, We shall pay death compensation (15 million JPY), permanent disability compensation (up to 15 million JPY), hospitalization condolence payment (20,000 JPY ~ 200,000 JPY), and outpatient condolence payment (10,000 JPY ~ 50,000 JPY) for certain damages suffered to the life or body of the customer due to an accidental and sudden outpatient accident while participating in the recruitment based packaged tour, in accordance with the standardized contract. In addition, damage compensation for baggage (up to 100,000 JPY per piece (or a pair), up to 150,000 JPY per customer can be paid based on the actual loss or cost to restore the damage. However, no compensation is paid for the loss of cash, securities, credit cards, coupons, airline tickets, passports, driver's licenses, visas, certificates of deposit, certificates of savings (including passbooks and cards for cash dispensers), various data and other similar items, contact lenses and etc., stipulated by the standardized contract enacted by MoLITT. Baggage compensation is only paid when the loss (or restoration cost) is equal or more than 3,000 JPY. Please refers to the standardized contract or ask for detailed conditions if required.

**12. Itinerary Guarantee and Compensation**

We are responsible for making its best efforts to execute the itinerary as planned. When We make the changes to the itinerary from the contract (except caused by unforeseeable and uncontrollable reasons), We pay compensation of between 1-3% of the tour price for each of the changes, up to 15%. Compensation is paid only when the combined compensation amount is equal or more than 1,000 JPY.

**13. Responsibilities of the Customer**

In the event that We suffer damage due to the customer's intentional or negligent act, an act that violates laws and regulations, public order and morals, or the customer's failure to comply with the provisions of Our Terms and Conditions, the customer must compensate Us for the damage. In addition, in order to smoothly receive the travel services described in the contract document after the commencement of travel, if the customer recognizes that a travel service different from the contract document has been provided, the customer must promptly notify the tour conductor, staff, etc. or Us to that effect at the travel destination.

**14. Health and Safety information**

Please check the latest health and safety restriction status of your travel destination, by visiting Ministry of Health, Labours, and Welfare. -> <http://www.forth.go.jp/>, as well as Overseas Hazard information -> <http://www.pubanzen.mofa.go.jp>

**15. Handling of Personal Information**


The personal information provided in the

application/inquiry form will be used for communicating with the customer, and also to the extent necessary for the arrangement of services.

In addition, We may use customer's personal information for (1) communicating products, services, and campaigns, (2) requesting opinions after participating in the trip/activity, (3) questionnaires, (4) provision of promotional activities, and (5) preparation of statistical data.

This T&C is effective from December 1, 2023.

\*For inquiries about this T&C explanation document, please ask Our travel business manager

	<p>Curious Travel (Shizuoka Prefecture Governor registered Travel Agent #3-712) Travel Business Manager: Yuri Ueno</p>
--	--