

(日英)

<p>おはようトラベル株式会社</p> <p>受注型企画旅行取引条件説明書面</p>	<p>(English Translation) Ohayo Travel Corporation</p> <p>Terms and Conditions - Order-Taking Type Organized Tour Contract This document is a translation of “受注型企画旅行取引条件説明書面 (Juchugata Kikakuryoko Torihikijoken Setsumei Shomen)”. Japanese document is the original.</p>
<p>この旅行は、おはようトラベル株式会社（以下「当社」といいます。）が企画して実施するものであり、お客様が締結しようとする旅行契約の内容は、この書面および「企画書面」に記載したところによります。この旅行に参加されるお客様は当社と受注型企画旅行契約（以下「旅行契約」といいます。）を締結することになります。</p> <p>この書面は、旅行業法第12条の4に基づきお客様に交付する取引条件説明書面として、旅行契約が成立した場合は同法第12条の5及び当社の旅行業約款受注型企画旅行契約の部第9条第1項の契約書面（以下「契約書面」といいます。）の一部として取り扱います。</p>	<p>This tour is planned and implemented by Ohayo Travel Corporation (hereinafter referred to as “the Company”). The content of the services are stipulated in this document and the “Customized Plan Document”. A person who will join the tour (hereinafter referred to as “the Traveller”) shall conclude the Order-Taking Type Organized Tour Contract (hereinafter referred to as “the Contract”) with the Company.</p> <p>This Terms and Conditions complies with Travel Agency Act Article 12-4 that requires the company to provide the contents of the services in a written format to the Traveller. This document shall be a part of the contract document which complies with Travel Agency Act Article 12-5 and the Article 9-1 Order-Taking Type Organized Tour Contract Part in the Company’s Standard General Conditions of Travel Agency Business (hereinafter referred to as “the Contract Document”).</p>

<p>1. お申込みと旅行契約の成立</p> <p>1.1. 当社がお客様に交付した企画書面の内容に関し契約を申込みとするお客様は、当社所定の旅行申込書に所定事項を記入の上、当社が企画書面に定める金額の申込金を添えて取扱営業所に提出してください。</p> <p>1.2. お申込みの時点で未成年者の方は、お申込みの際に親権者（原則としてご両親）の同意書を提出してください。</p> <p>1.3. 健康を害している方、身体に障害のある方、食物アレルギーのある方、妊娠中の方、妊娠の可能性のある方、補助犬使用者の方その他特別な配慮を必要とする方は、その旨及び旅行中に必要とされる措置の内容をお申し出ください（旅行契約成立後にこれらの状態になった場合も直ちにお申し出ください。）。当社は可能な範囲内でこれに応じます。これに際して、お客様の状態及び必要とされる措置の内容についてお客様にお伺いし、又は書面でそれらをお申し出いただくことがあります。なお、お客様からお申し出いただいた措置を講じることできることが確実でない場合には旅行契約の申込みをお断りし、又は契約を解除させていただくことがあります。また、お客様からのお申し出に基づき、当社がお客様のために講じた特別な措置に要する費用はお客様の負担とします。</p> <p>1.4. 当社は、業務上の都合あるとき、その他の理由によって、旅行契約の締結に応じないことがあります。</p> <p>1.5. 旅行契約は、当社が旅行契約の締結を承諾し、申込金を受理した時に成立します。申込金は旅行代金又は取消料若しくは違約料、その他のお客様が当社に支払う金銭の一部に充当します。</p>	<p>1. Application and Execution of the Contract</p> <p>1.1. The Traveller who has an intention to conclude the Contract shall fill in the necessary information, submit the application in the application form as designated by the Company (hereinafter referred to as the “Application Form”), and shall submit it to the Company together with the required payment to apply for the Contract (hereinafter referred to as the “Application Fee”) as separately specified by the Company.</p> <p>1.2. In the case that the Traveller is under 18 years old, the Traveller shall submit a parental consent.</p> <p>1.3. In the case that the Traveller has a special assistance needs because of sickness, disability, allergic to certain foods, pregnancy, possible pregnancy, assistance dog use, the Traveller shall notify to the company of the specific assistance required. In the case that the Traveller becomes in need of such special assistance after the conclusion of the Contract, the Traveller shall notify the company as soon as possible. The Company shall accommodate to such request as much as it is feasible. The Company shall request the Traveller to inform his or her health and a specific arrangement verbally or by a written form. In the case that the Company is unable to meet the Traveller’s request, the Company shall decline to conclude the Contract or shall cancel the Contract. Any expenses incurred as a result of specific arrangements made at the request of the Traveller shall be borne by the Traveller.</p> <p>1.4. The Company reserves the right to decline to conclude the Contract due to any business reason.</p> <p>1.5. The Contract shall be concluded when the Company accepted the Contract, and the Company received the Application Fee. The Application Fee shall be treated as part of the payment for the tour price, a cancellation fee, or a penalty charge.</p>
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<p>2. 団体・グループでのお申込み</p> <p>2.1. 当社は、団体・グループを構成するお客様が定めた代表者としての契約責任者から、旅行申し込みがあった場合、契約の締結及び解除等に関する一切の代理権を契約責任者が有しているものとみなします。当社は、契約責任者が団体・グループを構成するお客様（以下「構成者」といいます。）によって定められたものであることを証するために、契約責任者の団体・グループ内での身分を証明する書類又は構成者の委任状を提出いただくことがあります。</p> <p>2.2. 契約責任者は、当社が定める日までに、構成者の名簿を当社に提出しなければなりません。</p> <p>2.3. 当社は、契約責任者が構成者に対して現に負い、又は将来負うことが予測される債務又は義務については、何らの責任を負うものではありません。</p> <p>2.4. 当社は、契約責任者が団体・グループに同行しない場合、旅行開始後においては、あらかじめ契約責任者が選任した構成者を契約責任者とみなします。</p> <p>2.5. 当社は、契約責任者と契約を締結する場合、書面による特約をもって、申込金の支払いを受けることなく契約の申込みを受けることがあります。この場合、契約の成立の時期は、当該特約書面を交付したときに成立します。</p>	<p>2. Contracts with Organizations and Groups</p> <p>2.1. In the case that the Company received the application form from a responsible representative who holds all the power of representation of an organization or a group (hereinafter referred to as the "Contract Representative"), the Company shall treat the Contract Representative possesses the power of representation to conclude, cancel and modify the Contract. To confirm that the Contract Representative is nominated by the members of an organization or a group (hereinafter referred to as the "Constituent Members"), the Company may request the Contract Representative to submit a documentation to verify his or her position in the organization or the group or a power of attorney from the Constituent Members.</p> <p>2.2. The Contract Representative must submit a list of the Constituent Members on or before the date specified by the Company.</p> <p>2.3. The Company shall not be held responsible for the liabilities or obligations which the Contract Representative assumes to the Constituent Members at present, or the liabilities or obligations which the Contract Representative is likely to assume in the future.</p> <p>2.4. In the case that the Contract Representative does not accompany his/her organization or group during the Tour, one of the Constituent Members appointed by the Contract Representative beforehand shall be deemed as the Contract Representative after the start of the Tour.</p> <p>2.5. In the case that the Company concludes the Contract with the Contract Representative, the Company may accept the Application Form without receiving a payment of the Application Fee with a special condition clause in a written form. In this case, the date of the Contract shall be at the time of issuing a document with a special condition clause.</p>
<p>3. 確定書面の交付</p> <p>3.1. 確定した旅行日程、主要な運送機関の名称及び宿泊ホテル名が記載された確定書面は、旅行開始日の前日までに交付いたします。ただし、旅行開始日の前日から起算してさかのぼって7日目に当たる日以降に受注型企画旅行契約の申込みがなされた場合には旅行開始日当日までに交付いたします。また、交付期日前であってもお問い合わせいただければ当社は手配状況についてご説明いたします。</p>	<p>3. Determinate Document</p> <p>3.1. The Company shall deliver a document with descriptions of determinate conditions which states the determinate itinerary and the names of transportation and accommodation (hereinafter referred to as the "Determinate Document") one day before the starting date of the Tour. In the case that the Company received the Application Form on or after the seventh days before the start date of the Tour, the Company deliver the Determinate Document before the starting day of the Tour. Even before the delivery of the Determinate Document, the Company shall respond promptly and properly to inquiries of the Traveller who wishes to confirm the status of arrangements.</p>
<p>4. 旅行代金の支払時期</p> <p>4.1. 旅行代金の額は、受注型企画旅行の企画書面に記載します。旅行代金は旅行出発日までの当社が定める期日までににお支払いください。</p>	<p>4. Payment of Tour Price</p> <p>4.1. The Tour Price is indicated on the Customized Plan Document. The Traveller is required to pay Tour Price to the Company before the due date specified by the Company prior to the starting date of the tour.</p>
<p>5. 旅行代金の額の変更</p> <p>5.1. 当社は、利用する運送機関の運賃・料金が、著しい経済情勢の変化等により、通常想定される程度を大幅に超えて増額又は減額されるときは、その増額又は減額される金額の範囲内で旅行代金の額を増加し又は減少することがあります。</p> <p>5.2. 前 5.1 の定めるところにより旅行代金を増額するとき、旅行開始日の</p>	<p>5. Alteration of Tour Price</p> <p>5.1 In the case that there is a considerable increase or decrease in the transportation fare and charge due to significant changes in economic or other conditions to the extent exceeding the normally assumed range, the Company may increase or reduce the Tour Price within the range directly linked to the increase or decrease.</p> <p>5.2. In the case that the Company increases the Tour Price as provided for in Article 5.1 of this document, the Company shall inform the Traveller of the Tour Price increase before the 15th day from the prior date of the</p>

<p>前日から起算してさかのぼって 15 日目に当たる日より前にお客様にその旨を通知いたします。</p> <p>5.3. 前 5.1 の定めるところにより旅行代金を減額するときは、利用する運送機関の運賃・料金の減少額だけ旅行代金を減額します。</p> <p>5.4. 当社は、6.1 に基づく契約内容の変更により旅行の実施に要する費用の減少又は増加が生じる場合、当該契約内容の変更の際にその範囲内において旅行代金の額を変更することがあります。なお、当該契約内容の変更のためにその提供を受けなかった旅行サービスに対して取消料、違約料その他既に支払い、又はこれから支払わなければならない費用を含みます。</p>	<p>starting date of the Tour.</p> <p>5.3. In the case that the Company reduces the Tour Price as provided in Article 5.1 of this document, the Company reduce the tour price by the amount equal to the decreased transportation fare and charge.</p> <p>5.4. In the case of the alteration of the Contract as per Article 6.1 of this document, the Company may change the Tour Price within the range of differences in the expenses caused by the alterations. It shall include the cancellation fees and penalty charges and other expenses already paid or payable in future for the services yet to be rendered.</p>
<p>6. 契約内容の変更</p> <p>6.1. お客様から契約内容の変更の求めがあったときは、当社は可能な限りお客様の求めに応じます。この場合、当社は旅行代金を変更することがあります。</p> <p>6.2. 当社は、天災地変、戦乱、暴動、運送・宿泊機関等の旅行サービス提供の中止、官公署の命令、当初の運行計画によらない運送サービスの提供（遅延、目的地空港の変更等）その他の当社の関与し得ない事由が生じた場合において、旅行の安全かつ円滑な実施を図るためやむを得ないときは、お客様にあらかじめ速やかに当該事由が関与し得ないものである理由などを説明して、旅行日程、旅行サービスの内容その他の受注型企画旅行契約の内容を変更することがあります。ただし、緊急の場合において、やむを得ないときは、変更後に説明します。</p>	<p>6. Alteration of the Contract Content</p> <p>6.1. When the Traveller requests the Company to change the Content of the Contract, the Company shall accommodate to such requests to the extent it is feasible. In this case, the Company may change the Tour Price.</p> <p>6.2. In the case there arise events beyond the control of the company, such as act of God, acts of war, civil commotion, suspension of services by transportation, accommodation facilities and others, orders from government and other public agencies, changes of transportation due to the delay or the destination change by the transport services, and other causes, and when it is considered unavoidable in order to undertake a safe and smooth implementation of the Tour, the Company may change the Content of the Contract including the tour dates and the content of the tour after promptly explaining that the event is beyond the control of the Company. However, in case of an emergency, the Company may explain it to the Traveller after the changes of the Content of the Contract.</p>
<p>7. 旅行者の交替</p> <p>7.1 お客様は予め当社の承諾を得て、契約上の地位を第三者に譲渡すること（お客様の交替）ができます。この場合、当社所定の用紙に所定の事項を記入の上、当社に提出していただきます。その際、当社所定の手数料をお支払いいただきます。</p>	<p>7. Change of Travellers</p> <p>7.1 The Traveller may assign his or her status under the Contract to a third party, subject to the consent from the Company. In this case, the Traveller shall fill in the necessary information on the form designated by the Company and submit it to the Company together with the handling fees determined by the Company.</p>
<p>8. 旅行開始前のお客様による契約の解除</p> <p>8.1. お客様は、いつでも企画書面記載の取消料を当社に支払って受注型企画旅行契約を解除することができます。</p> <p>8.2. 当社の責任とならない各種ローンの取扱い上及びその他渡航手続き上の事由に基づきお取消しになる場合も、上記の取消料をお支払いいただきます。</p> <p>8.3. お客様は、次に掲げる場合においては、前 8.1 の規定にかかわらず旅行開始前に取消料を支払うことなく受注型企画旅行契約を解除することができます。</p> <p>8.3.1. 当社によって契約内容が変更されたとき。ただし、その変更が、別表 1 「変更保証金」に掲げるものであるときに限ります。</p> <p>8.3.2. 5.2 の規定に基づいて旅行代金が増額されたとき。</p>	<p>8. The Traveller's Rights to Cancel the Contract- Cancellation before the Start of the Tour</p> <p>8.1. The Traveller may, at any time, cancel the Contract by paying to the Company the cancellation fee specified in the Customized Plan Document.</p> <p>8.2. The cancelation fee is applied in the case of the cancelation due to a loan agreement or other travel arrangement between the Traveller and a service provider other than the Company.</p> <p>8.3. Notwithstanding the provision of Article 8.1 of this document, the Traveller may cancel the Contract without paying the cancellation fee before the start of the Tour in any of the following cases.</p> <p>8.3.1. In the case where the Content of the Contract has been changed by the Company, but limited to the changes listed in the left column of Schedule I Monetary Indemnity for Alterations as per the Article 16 of this document;</p> <p>8.3.2. In the case where the Tour Price is increased under the provision of Article 5.2 of this document;</p> <p>8.3.3. In the case where there arise acts of God, acts of war, civil commotion, a suspension of Tour Services due</p>

<p>8.3.3. 天災地変、戦乱、暴動、運送・宿泊機関等の旅行サービス提供の中止、官公署の命令その他の事由が生じた場合において、旅行の安全かつ円滑な実施が不可能となり、又は不可能となるおそれが極めて大きいとき。</p> <p>8.3.4. 当社が旅行者に対し、第3項に記載の期日までに、確定書面を交付しなかったとき。</p> <p>8.3.5. 当社の責に帰すべき事由により、契約書面に記載した旅行日程に従った旅行の実施が不可能となったとき。</p> <p>8.4. 契約の解除の申出は、旅行開始日を除き、取扱営業所の営業日、営業時間内に取扱営業所にお申し出ください。旅行開始日当日の解除の申出は、取扱営業所の休業日の場合、旅行の集合時刻が取扱営業所の営業時間外である場合には、確定書面に記載の電話番号にご連絡ください。</p>	<p>to transportation and accommodation facilities, and other services, orders from government and other public agencies, and other similar events, whereby it becomes impossible or highly unlikely to carry out the safe and smooth implementation of the Tour;</p> <p>8.3.4. In the case where the Company fails to deliver the Determinate Document to the Traveller on or before the date specified in the Article 3 of this document; or</p> <p>8.3.5. In the case where the implementation of the Tour as scheduled according to the itinerary described in the Contract Document becomes impossible due to causes attributable to the Company.</p> <p>8.4. The Traveller can inform the cancellation of the Contract to the Company during the business hours of the Company except the start date of the tour. In the case of the cancellation on the start date of the tour or a non-business day of the Company, or in the case that the meeting time is out of the business hours of the Company, the Traveller shall inform it to the Company through the phone number as per the Determinate Document.</p>
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<p>9. 旅行開始前の当社による契約の解除</p> <p>9.1. 当社は、次に掲げる場合において、お客様に理由を説明して、旅行開始前に受注型企画旅行契約を解除することがあります。</p> <p>9.1.1. お客様が病気、必要な介助者の不在その他の事由により、当該旅行に耐えられないと認められるとき。</p> <p>9.1.2. お客様が他のお客様に迷惑を及ぼし、又は団体旅行の円滑な実施を妨げるおそれがあると認められるとき。</p> <p>9.1.3. お客様が契約内容に関し合理的な範囲を超える負担を求めたとき。</p> <p>9.1.4. スキーを目的とする旅行における必要な降雪量などの旅行実施条件であって契約の締結の際に明示したものが成就しないおそれが極めて大きいとき。</p> <p>9.1.5. 天災地変、戦乱、暴動、運送・宿泊機関等の旅行サービス提供の中止、官公署の命令その他の当社の関与し得ない事由が生じた場合において、契約書面に記載した旅行日程に従った旅行の安全かつ円滑な実施が不可能となり又は不可能となるおそれが極めて大きいとき。</p> <p>9.1.6. お客様が、暴力団員、暴力団準構成員、暴力団関係者、暴力団関係企業又は総会屋等その他の反社会的勢力であると認められるとき。</p> <p>9.1.7. お客様が、当社に対して暴力的な要求行為、不当な要求行為、取引に関して脅迫的な言動若しくは暴力を用いる行為又はこれらに準ずる行為を行ったとき。</p> <p>9.1.8. お客様が、風説を流布し、偽計を用い若しくは威力を用いて当社の信用を毀損し若しくは当社の業務を妨害する行為又はこれらに準ずる行為を行ったとき。</p> <p>9.2. お客様が企画書面に記載する期日までに旅行代金を支払わないときは、当該期日の翌日においてお客様が受注型企画旅行契約を解除したものとします。この場合において、お客様は、当社に対し、企画書面に定める取消料に相当する額の違約料を支払わなければなりません。</p>	<p>9. The Company's Rights to Cancel the Contract - Cancellation before the Start of the Tour</p> <p>9.1. In any of the following events, the Company may cancel the Contract prior to the start of the Tour by explaining to the Traveller the reason for the cancellation:</p> <p>9.1.1. In the case where the Traveller is considered unable to participate in the said Tour due to illness, the absence of a necessary aide or helper, or other causes;</p> <p>9.1.2. In the case where the Traveller is likely to cause a trouble to other Travellers or interfere with the smooth implementation of the Tour as a group;</p> <p>9.1.3. In the case where a request from the Traveller exceeds the reasonable requirement for the Company according to the Content of the Contract;</p> <p>9.1.4. In the case where it is highly likely that conditions required for the implementation of the Tour as described in the Contract, such as the sufficient amount of snowfall necessary for a ski Tour, are not met;</p> <p>9.1.5. In the case where there arise events beyond the control of the Company, such as acts of God, acts of war, civil commotion, suspension of Tour Services by transportation, accommodation facilities, and other travel services, orders from government and other public agencies, and other causes, whereby it becomes impossible or highly unlikely to carry out the safe and smooth implementation of the Tour as scheduled according to the itinerary described in the Contract Document;</p> <p>9.1.6. In the case where the Traveller is recognized as a gang member, an associated gang member, a person or a company related to crime syndicates, a corporate racketeer or any other antisocial forces;</p> <p>9.1.7. In the case where the Traveller made claims through forceful behaviour or unjust claims to the Company, acted in a threatening manner, made threatening statements, or conducted violent acts or similar behaviour in connection with any transaction between the parties;</p> <p>9.1.8. In the case where the Traveller committed acts which may damage the Company's reputation, or obstructs the Company's business by spreading false rumours, the use of fraudulent means or forceful behaviour, or other acts or behaviour equivalent to these.</p> <p>9.2. In the case where the Traveller does not pay the Tour Price by the due date specified in the Customized Plan Document, the Traveller shall be considered to have cancelled the Contract on the day immediately following the said due date. In this case, the Traveller must pay a penalty charge in the amount equal to the cancellation fee as specified in the Customized Plan Document.</p>
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<p>10. 旅行開始後のお客様による契約の解除</p> <p>10.1. お客様は旅行開始後において、当該旅行者の責に帰すべき事由によらず契約書面に記載した旅行サービスを受領することができなくなったとき又は当社がその旨を告げたときは、第8項の規定にかかわらず、取消料を支払うことなく、旅行サービスの当該受領することができなくなった部分の契約を解除することができます。</p> <p>10.2. 前 10.1 の場合において、当社は、旅行代金のうち旅行サービスの当該受領することができなくなった部分に係る金額から当該旅行サービスに対して、取消料、違約料その他の既に支払い又はこれから支払わなければならない費用に係る金額（当社の責に帰すべき事由によるものでないときに限りま</p>	<p>10. The Traveller's Rights to Cancel the Contract- Cancellation after the Start of the Tour</p> <p>10.1. After the start of the Tour, in the case where the Traveller is unable to receive travel services as per the Contract due to causes beyond the control of the Traveller, or where the Company informs the Traveller of the situation, the Traveller may cancel the part of the Contract for which the Traveller is unable to receive travel services without paying cancellation fee.</p> <p>10.2. As per Article 10.1 of this document, the Company shall refund to the Traveller the amount corresponding to the unreceived travel services after deducting the cancellation fee, penalty charge and any other amount related to the expenses already paid or payable for the cancellation which is due to causes beyond the control of the Company from the Tour Price.</p>
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<p>11. 旅行開始後の当社による契約の解除</p> <p>11.1. 当社は、次に掲げる場合において、旅行開始後であっても、お客様に理由を説明して、受注型企画旅行契約の一部を解除することがあります。</p> <p>11.1.1. お客様が病気、必要な介助者の不在その他の事由により旅行の継続に耐えられないとき。</p> <p>11.1.2. お客様が旅行を安全かつ円滑に実施するための添乗員その他の者による当社の指示への違背、これらの者又は同行する他の旅行者に対する暴行又は脅迫などにより団体行動の規律を乱し、当該旅行の安全かつ円滑な実施を妨げるとき。</p> <p>11.1.3. 天災地変、戦乱、暴動、運送・宿泊機関等の旅行サービス提供の中止、官公署の命令その他の当社の関与し得ない事由が生じた場合であって、旅行の継続が不可能となったとき。</p> <p>11.1.4. お客様が、暴力団員、暴力団準構成員、暴力団関係者、暴力団関係企業又は総会屋等その他の反社会的勢力であると認められるとき。</p> <p>11.1.5. お客様が、当社に対して暴力的な要求行為、不当な要求行為、取引に関して脅迫的な言動若しくは暴力を用いる行為又はこれらに準ずる行為を行ったとき。</p> <p>11.1.6. お客様が、風説を流布し、偽計を用い若しくは威力を用いて当社の信用を毀損し若しくは当社の業務を妨害する行為又はこれらに準ずる行為を行ったとき。</p> <p>11.2. 当社が前 11.1 の規定に基づいて受注型企画旅行契約を解除したときは、当社とお客様との間の契約関係は、将来に向かってのみ消滅します。この場合において、お客様が既に提供を受けた旅行サービスに関する当社の債務については、有効な弁済がなされたものとします。</p> <p>11.3. 前 11.2 の場合において、当社は、旅行代金のうちお客様がまだその提供を受けていない旅行サービスに係る部分に係る金額から当該旅行サービスに対して取消料、違約料その他の既に支払い、又はこれから支払わなければならない費用に係る金額を差し引いたものをお客様に払い戻します。</p>	<p>11. The Company's Rights to Cancel the Contract - Cancellation after the Start of the Tour</p> <p>11.1. In any of the following cases, the Company may cancel a part of the Contract even after the start of the Tour by explaining to the Traveller the reason for the cancellation:</p> <p>11.1.1. In the case where the Traveller is considered unable to continue the said Tour due to illness, the absence of a necessary aide or helper, or other causes;</p> <p>11.1.2. In the case where the Traveller interferes with the safe and smooth implementation of the said Tour by not following the Company's instructions as given by the Company's tour escort or other staff, or by disrupting the group discipline of group activities by physically assaulting or threatening the said staff or other Travellers;</p> <p>11.1.3. In the case where there arise causes beyond our control, such as acts of God, acts of war, civil commotion, suspension of Tour Services by transportation and accommodation facilities, and other travel services, orders from government and other public agencies, and other causes, whereby it becomes impossible to continue the Tour.</p> <p>11.1.4. In the case where the Traveller is recognized as a gang member, an associated gang member, a person or a company related to crime syndicates, a corporate racketeer or any other antisocial forces;</p> <p>11.1.5. In the case where the Traveller made claims through forceful behaviour or unjust claims to the Company, acted in a threatening manner, made threatening statements, or conducted violent acts or similar behaviour in connection with any transaction between the parties or other acts;</p> <p>11.1.6. In the case where the Traveller committed acts which may damage the Company's reputation, or obstructs the Company's business by spreading false rumours, the use of fraudulent means or force, or other acts or behaviour equivalent to these.</p> <p>11.2. In the case where the Company cancelled the Contract under the provision of Article 11.1. of this document, the contractual relationship between the Company and the Traveller shall cease to exist from the time of cancellation thereof. In such a case, it shall be deemed that the Company's liability related to the Tour Service already provided to the Traveller has effectively been redeemed.</p> <p>11.3. As per Article 11.2. of this document, the Company shall refund to the Traveller the amount corresponding to the Tour Service yet to be rendered after deducting the cancellation fee, penalty charge and any other amount related to the expenses already paid or payable.</p>
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12. 旅行代金の払い戻し	12. Refund of Tour Price
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<p>12.1. 当社は、第8項8.3から8.4までの規定により旅行代金が減額された場合又は第8項、第9項、第10項又は第11項の規定により受注型企画旅行契約が解除された場合において、お客様に対し払い戻すべき金額が生じたときは、旅行開始前の解除による払戻しにあっては解除の翌日から起算して7日以内に、減額又は旅行開始後の解除による払戻しにあっては契約書面に記載した旅行終了日の翌日から起算して30日以内にお客様に対し当該金額を払い戻します。</p>	<p>12.1. In the cases where a refundable amount becomes due to the Traveller because of the Tour Price being reduced under the provisions set forth in Article 8.3 and 8.4, or due to the cancellation of the Contract under the provisions of the Articles 8, Article 9, Article 10 and Article 11 of this document, the Company shall refund the said amount to the Traveller, within 7 days from the day immediately following the date of cancellation in the case where the refund is due to cancellation prior to the start of the Tour, or within 30 days from the day immediately following the last day of the Tour as stated in the Contract Document in the case where the said refund is due to a reduction of the Tour Price or cancellation after the start of the Tour.</p>
<p>13. 旅程管理</p> <p>13.1. 当社は、お客様の安全かつ円滑な旅行の実施を確保することに努力し、お客様に対し次に掲げる業務を行います。</p> <p>13.1.1. お客様が旅行中旅行サービスを受けることができないおそれがあると認められるときは、受注型企画旅行契約に従った旅行サービスの提供を確実に受けられるために必要な措置を講ずること。</p> <p>13.1.2. 前 13.1.1 の措置を講じたにもかかわらず、契約内容を変更せざるを得ないときは、代替サービスの手配を行うこと。この際、旅行日程を変更するときは、変更後の旅行日程が当初の旅行日程の趣旨にかなうものとなるよう努めること、また、旅行サービスの内容を変更するときは、変更後の旅行サービスが当初の旅行サービスと同様のものとなるよう努めることなど、契約内容の変更を最小限にとどめるよう努力すること。</p>	<p>13. Administration of Itinerary</p> <p>13.1. The Company shall make efforts to secure the safe and smooth implementation of the Tour for the Traveller, and carry out the following services for the Traveller:</p> <p>13.1.1. In the case where it is considered that the Traveller has chances to face a difficulty to receive a part of the Tour Service during the Tour, the Company shall take necessary measures to ensure that the Traveller shall receive such service as specified in the Contract;</p> <p>13.1.2. In the case where an alteration of the content of the Contract becomes unavoidable despite the measures taken as described in the Article 13.1.1. of this document, the Company shall decide for alternative services. In the case where the Tour itinerary is to be changed, the Company shall make efforts to make an alternative itinerary after the change fulfil the purpose of the original Tour itinerary. Besides, in the case where the Company is required to change the content of the Tour Service, the Company shall try to minimize alterations to the Content of the Contract, making the content of the altered Tour Service as close to the originally planned content as possible.</p>
<p>14. 当社の責任</p> <p>14.1. 当社は、受注型企画旅行契約の履行に当たって、当社又は当社が手配を代行させた者（以下「手配代行者」といいます。）が故意又は過失によりお客様に損害を与えたときは、その損害を賠償する責に任じます。ただし、損害発生の翌日から起算して2年以内に当社に対して通知があったときに限りません。</p> <p>14.2. お客様が天災地変、戦乱、暴動、運送・宿泊機関等の旅行サービス提供の中止、官公署の命令その他の当社又は当社の手配代行者の関与し得ない事由により損害を被ったときは、当社は、前 14.1 の場合を除き、その損害を賠償する責任を負うものではありません。</p> <p>14.3. 当社は、手荷物について生じた前 14.1 の損害については、前 14.1 の規定にかかわらず、損害発生の翌日から起算して国内旅行にあっては14日以内に、海外旅行にあっては21日以内に当社に対して通知があったときに限り、お客様1名につき15万円を限度（当社に故意又は重大な過失がある場合を除きます。）として賠償します。</p>	<p>14. Responsibility of the Company</p> <p>14.1. The Company shall be responsible for the compensation of damages caused to the Traveller intentionally or negligently by the Company or by the agent (hereinafter referred to as the “Business Agent”) who has been assigned by the Company to make arrangements on behalf of the Company. Such compensation shall be limited to cases where notice has been given to the Company within two years from the day immediately following the day of the damages occurred.</p> <p>14.2. In the case where the Traveller suffered damages due to causes beyond the control of the Company or the Business Agent such as acts of God, acts of war, civil commotion, suspension of Tour Services by transportation, accommodation facilities, and by other travel services, orders from government and other public agencies, and other such causes, the Company shall not be responsible for compensation, except in the case of Article 14.1. of this document.</p> <p>14.3. About damages caused to baggage as described in the Article 14.1, notwithstanding the provision of the Article 14.1. of this document, the Company shall compensate the Traveller up to 150,000 (one hundred and fifty thousand) Japanese Yen as a maximum amount per Traveller (except in the case where the damages were caused by the Company intentionally or by gross negligence), only in the case where the Company has been notified of the damages within 14 days in the case of the Domestic Trip, and within 21 days in the case of the Foreign Trip, from the day immediately following the day of the damages occurred.</p>

<p>15. 特別補償</p> <p>15.1. 当社は第14項に基づく当社の責任が生ずるか否かを問わず、旅行業約款別紙特別補償規程で定めるところにより、お客様が企画旅行参加中に急激かつ偶然な外来の事故により、その身体、生命又は手荷物の上に被った一定の損害について、補償金を支払います。ただし、日程表において、当社の手配による旅行サービスの提供が一切行われない旨が明示された日については、当該日にお客様が被った損害について補償金が支払われない旨を明示した場合に限り、企画旅行参加中とはいたしません。補償金の支払の概要は次のとおりです。</p> <ul style="list-style-type: none"> ・死亡補償金として1500万円 ・入院見舞金として入院日数により2万円～20万円、 ・通院見舞金として通院日数により1万円～5万円、 ・携行品にかかる損害補償金は、旅行者1名につき150,000円をもって限度とします。ただし、補償対象品の一個又は一対については、10万円を限度とします。 <p>15.2. 当社が、14.1の責任を負うことになったときは、この補償金が、当社が負うべき損害賠償金の一部又は全部に充当します。</p> <p>15.3. お客様が旅行参加中に被られた損害が、お客様の故意、酒酔い運転、故意の法令違反行為、法令に違反するサービス提供の受領、山岳登山（ピッケル、アイゼン、ザイル、ハンマー等の登山用具を使用するもの）、リュージュ、ボブスレー、スカイダイビング、ハングライダー搭乗、超軽量動力機（モーターハングライダー、マイクロライト機等）搭乗、ジャイロプレーン搭乗その他これらに類する危険な運動中の事故によるものであるときは、当社は上記の補償金及び見舞金を支払いません。</p> <p>15.4. 当社の受注型企画旅行参加中のお客様を対象として、別途の旅行代金を収受して実施する企画旅行（オプションツアー）については、主たる受注型企画旅行契約の一部として取扱います。</p>	<p>15. Special Indemnity</p> <p>15.1. The Company shall pay an indemnity of the amount set beforehand for certain damages caused to the life, body or baggage of the Traveller due to a sudden and extraneous accident while the Traveller is participating in the Tour in accordance with the provision of the separate Rules of Special Compensation attached hereto, regardless of whether or not the Company is responsible for causing the said damages under the Article 14.1 of this document. However, the Company shall not pay any Indemnity in the case that the Traveller is regarded as not participating in the Tour when the accident occurred on the day specifically mentioned in the Itinerary as the travel services are not provided by the Company and the indemnity is not paid for the day. The Company shall pay an indemnity in accordance with the following classification: Indemnity in the case of death: 15 (fifteen) million Japanese Yen; Solatium in case of hospitalization: between 20,000 (twenty thousand) and 200,000 (two hundred thousand) Japanese Yen depending upon days in a hospital; Solatium in case of hospital visits: between 10,000 (ten thousand) and 50,000 (fifty thousand) Japanese Yen depending upon the number of days spent for hospital visits. The maximum amount of Indemnity for damages to the Traveller's baggage and other belongings payable by the Company shall be 150,000 (one hundred and fifty thousand) Japanese Yen per traveller. However, the maximum amount of Indemnity per baggage or other belongings shall be 100,000 (one hundred thousand) Japanese Yen.</p> <p>15.2. In the case that the Company is responsible under the Article 14.1 of this document, the indemnity shall be treated as a part or all of the indemnity owed by the Company.</p> <p>15.3. The Company shall not pay any indemnity or solatium in the case that while participating in the Tour the Traveller is damaged because of wilful misconduct of the Traveller, because the Traveller was driving under the influence of alcohol, intentionally breaking the law, or receiving illegal services, or because he or she was engaging in mountain climbing (which requires mountain climbing equipment such as ice axes, crampons, ropes, hammers, and other tools), lugging, bobsledding, skydiving, hang gliding, operating an ultra-light motorized plane (such as motorized hang gliders, micro-light planes, and ultra-light planes), flying a gyro plane, and other dangerous activities similar to these.</p> <p>15.4. The tour planned and implemented by the Company for the Traveller participating in the Tour by collecting the tour amount separately (an optional tour) is considered as the part of the Contract.</p>
<p>16. 旅程保証</p> <p>16.1. 当社は、別表1「変更保証金」の左欄に掲げる契約内容の重要な変更が生じた場合は、旅行代金と同表右欄に記載する率を乗じて得た額の変更補償金を旅行終了日の翌日から起算して三十日以内に支払います。ただし、次の①②に掲げる変更を除きます。</p> <p>① 次に掲げる事由による変更 イ. 天災地変、ロ. 戦乱、ハ. 暴動、ニ. 官公署の命令、ホ. 運送・宿泊機関等のサービスの提供の中止、ヘ. 当初の運行計画によらない運送サービスの提供、ト. 旅行参加者の生命または身体の安全確保のために必要な措置</p> <p>② 第6項6.1の規定に基づいて受注型企画旅行契約が変更されたときの当該変更された部分及び第8項、第9項、第10項又は第11項の規定により受注型企画旅行契約が解除された部分にかかる変更</p> <p>16.2. 当社が一つの受注型企画旅行契約につき支払う変更補償金の額は、旅行代金に15%を乗じて得た額を上限とします。また、一つの受注型企画旅行契</p>	<p>16. Guarantee of Itinerary</p> <p>16.1. In the case where a major alteration is made to the Content of the Contract described in the left column of Schedule I Monetary Indemnity for Alterations, the Company shall pay an indemnity for such alterations which is equal to or in excess of the amount reached by multiplying the Tour Price by the percentage as specified in the right column of the said Schedule I within 30 days from the immediately following the last day of the Tour. However, the alterations described in (1) and (2) below:</p> <p>(1) Alterations due to the following causes: Acts of God, (ii) Acts of war, (iii) Civil commotion, (iv) Orders from government and other public agencies, (v) Suspension of travel services by transportation, accommodation facilities, or others, (vi) Offering a transportation service not included in the original travel plan, or (vii) Measures required to ensure the safety of the life and body of the tour participants.</p> <p>(2) Alterations relating to the alteration portion of the Contract as per the provisions of Article 6.1 of the Contract, and the cancellation portion of the Contract as per the provisions of Article 8, Article 9, Article 10 and Article 11 of this document.</p> <p>16.2. The maximum amount of indemnity payable by the Company for such alterations per Traveller for one</p>

<p>約につき支払うべき変更補償金の額が 1,000 円未満であるときは、変更補償金は支払いません。</p> <p>16.3. 変更補償金の支払いが必要となる変更については、別表 1「変更保証金」記載の通りとします。</p>	<p>Contract shall be the Tour Price multiplied by 15% (percent). In the case where the amount of indemnity per Traveller for one contract falls below 1,000 (one thousand) Japanese Yen, the Company shall not pay the indemnity for the alteration.</p> <p>16.3. Cases of alterations for which the Company is liable are listed in Schedule I Monetary Indemnity for Alterations.</p>
<p>17. お客様の責任</p> <p>17.1. お客様の故意又は過失により当社が損害を被ったときは、当該お客様は損害を賠償しなければなりません。</p> <p>17.2. お客様は、当社から提供される情報を活用し、お客様の権利・義務その他受注型企画旅行契約の内容について理解するように努めなければなりません。</p> <p>17.3. お客様は、旅行開始後に、契約書面に記載された旅行サービスについて、記載内容と異なるものと認識したときは、旅行地において速やかに当社、当社の手配代行者又は旅行サービス提供者にその旨を申し出なければなりません。当社の手配代行者の名称、住所、連絡窓口の電話番号等は、確定書面でお知らせします。</p>	<p>17. Responsibility of the Traveller</p> <p>17.1. In the case where the Company has suffered damages due to the wilful misconduct or negligence of the Traveller, the said Traveller shall be required to compensate the Company for the damages.</p> <p>17.2. The Traveller is required to make reasonable efforts to understand the content of the Contract including the rights and obligations of the Traveller based on information provided by the Company.</p> <p>17.3. In the case that the Traveller realized that the Tour Service being offered differs from that of the Contract Document after the start of the Tour, the Traveller shall promptly report to the Company, the business agent, or the provider of the said Tour Service during the tour. The name, address, and telephone number of the contact person is informed by the Determinate Document.</p>
<p>18. お客様の個人情報の利用目的及び個人データの第三者提供について</p> <p>18.1. 当社は、旅行申込みの際に提出された申込書に記載された個人情報について、お客様との間の連絡のために利用させていただくほか、当社は、お客様がお申し込みいただいた旅行において運送・宿泊機関等（主要な運送・宿泊機関等については企画書面に記載の日程表及び第 3 項により交付する確定書面に記載されています。）の提供するサービスの手配及びそれらのサービスの受領のための手続に必要な範囲内、又は当社の旅行契約上の責任、事故時の費用等を担保する保険の手続き上必要な範囲内並びに旅行先の土産品店でのお客様の買い物の便宜のために必要な範囲内で、それら運送・宿泊機関、保険会社、土産品店等に対し、お客様の氏名、身分証明書番号を、あらかじめ電磁的方法等で送付することによって提供いたします。</p> <p>18.2. このほか、当社では、旅行保険等旅行に必要な当社と提携する企業の商品やサービスの御案内、当社の商品やキャンペーンの御案内のために、お客様の個人情報を利用させていただくことがあります。</p> <p>18.3. 当社は、旅行中に傷病があった場合に備え、お客さまの旅行中の国内連絡先の方の個人情報をお伺いしています。この個人情報は、お客様に傷病があった場合で国内連絡先の方へ連絡の必要があると当社が認めた場合に使用させていただきます。お客様は、国内連絡先の方の個人情報を当社に提供することについて国内連絡先の方の同意を得るものとします。</p>	<p>18. Purpose of utilization of personal information and Restriction of Provision to a Third Party</p> <p>18.1. The Company makes use of the Traveller's personal information provided by the Application Form in order for the communication between the Traveller and the Company. The Company shall share the Traveller's name, identification number by electric and other form with transportation/accommodation service provider, insurance companies, souvenir shops and others. The use of personal information is limited for the purpose of arranging and providing transportation, accommodation and other services (the major providers' names are described on the Itinerary in the Customized Plan Document and the Determinate Document issued as per the Article 3 of this document) for the purpose of arranging an insurance policy to cover the Company's responsibilities and to cover the expenses at the time of accidents or other events, and for the purpose of assisting the Traveller's shopping at souvenir shops.</p> <p>18.2. Besides, the Company may use the personal information of the Traveller to provide information on products and services offered by companies affiliated with the Company including travel insurance, and to send information of the Company's product and campaign information to the Traveller.</p> <p>18.3. The Company shall request the personal information of the emergency contact person in case of injury or illness of the Traveller while participating in the Tour. The Company may use the personal information of the emergency contact person only when the Company considers it necessary to communicate with the emergency contact person. The Traveller is required to obtain the consent from the emergency contact person about sharing his or her personal information with the Company.</p>
<p>19. この取引条件説明書面に定めのない事項</p>	<p>19. Other conditions not stipulated in this document</p>

<p>19.1. この「取引条件説明書面」又は別紙「企画書面」に定めのない事項は当社旅行業約款の受注型企画旅行契約の部によります。当社の旅行業約款とこの条件書との間で齟齬が生じた場合は、旅行業約款の規定を優先します。当社旅行業約款をご希望の方は、当社にご請求ください。</p> <p>19.2. 当社旅行業約款は、当社ホームページ https://ohatra.com からご覧になれます。</p> <p>19.3. また、運送機関や宿泊機関等の旅行サービス提供機関が旅行中にお客様に提供する旅行サービスについては、当該旅行サービス提供機関の約款が適用になります。</p> <p style="text-align: right;">以上</p>	<p>19.1. As for issues not stipulated in this Terms and Conditions or the Customized Plan Document, the conditions written in the “Order-Taking Type Organized Tour Contract Part” of the Standard General Conditions of Travel Agency Business of the Company shall apply. In case that there is any discrepancy between the Order-Taking Type Organized Tour Contract Part and the Contract, the provisions on the Order-Taking Type Organized Tour Contract Part shall supersede. The Standard General Conditions of Travel Agency Business shall be provided upon request of the Traveller.</p> <p>19.2. The Order-Taking Type Organized Tour Contract Part is available on the Company’s website: https://ohatra.com</p> <p>19.3. In the case of travel services offered to the Traveller by service providers of transportation, accommodation, and other services, the provisions of the service providers’ contracts shall apply.</p> <p style="text-align: right;">End of the Document</p>
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別表1「変更保証金」

変更補償金の支払いが必要となる変更	一件あたりの率 (%)	
	旅行開始前	旅行開始後
一 契約書面に記載した旅行開始日又は旅行終了日の変更	1.5	3.0
二 契約書面に記載した入場する観光地又は観光施設（レストランを含みます。）その他の旅行の目的地の変更	1.0	2.0
三 契約書面に記載した運送機関の等級又は設備のより低い料金のものへの変更（変更後の等級及び設備の料金の合計額が契約書面に記載した等級及び設備のそれを下回った場合に限りです。）	1.0	2.0
四 契約書面に記載した運送機関の種類又は会社名の変更	1.0	2.0
五 契約書面に記載した本邦内の旅行開始地たる空港又は旅行終了地たる空港の異なる便への変更	1.0	2.0
六 契約書面に記載した本邦内と本邦外との間における直行便の乗継便又は経由便への変更	1.0	2.0
七 契約書面に記載した宿泊機関の種類又は名称の変更	1.0	2.0
八 契約書面に記載した宿泊機関の客室の種類、設備、景観その他の客室の条件の変更	1.0	2.0

Schedule I - Monetary Indemnity for Alterations

Alterations Requiring Payment of Indemnity	Percentage per Case (%)	
	Prior to the start of the Tour	After the start of the Tour
1. Alterations to the starting date or final date of the Tour described in the Contract Document	1.5	3.0
2. Alterations to sightseeing locations or facilities (including restaurants) and other destinations of the Tour	1.0	2.0
3. Alterations to the class or facilities of transportation to those of lower costs than those described in the Contract Document (but limited only to cases where the total amount after the alteration is lower than the total amount specified in the Contract Document)	1.0	2.0
4. Alterations to the transportation facilities or to the transportation service companies from those as specified in the Contract Document	1.0	2.0

5. Alterations to different flights at the departure airport or destination airport in Japan from those as specified in the Contract Document	1.0	2.0
6. Alterations and/or additions to connecting or indirect flights as needed to supplement or replace direct flights scheduled to fly between Japan and outside of Japan specified in the Contract Document	1.0	2.0
7. Alterations of the type or the accommodation facilities as specified in the Contract Document	1.0	2.0
8. Alterations to the conditions of guest rooms as specified in the Contract Document, such as the type of guest rooms, equipment, scenery, or other conditions.	1.0	2.0

別表1「変更保証金」：注記	Notes for: Schedule I - Monetary Indemnity for Alterations
<p>注一 「旅行開始前」とは、当該変更について旅行開始日の前日までに旅行者に通知した場合をいい、「旅行開始後」とは、当該変更について旅行開始当日以降に旅行者に通知した場合をいいます。</p> <p>注二 確定書面が交付された場合には、「契約書面」とあるのを「確定書面」と読み替えた上で、この表を適用します。この場合において、契約書面の記載内容と確定書面の記載内容との間又は確定書面の記載内容と実際に提供された旅行サービスの内容との間に変更が生じたときは、それぞれの変更につき一件として取り扱います。</p> <p>注三 第三号又は第四号に掲げる変更に係る運送機関が宿泊設備の利用を伴うものである場合は、一泊につき一件として取り扱います。</p> <p>注四 第四号に掲げる運送機関の会社名の変更については、等級又は設備がより高いものへの変更を伴う場合には適用しません。</p> <p>注五 第四号又は第七号若しくは第八号に掲げる変更が一乗車船等又は一泊の中で複数生じた場合であっても、一乗車船等又は一泊につき一件として取り扱います。</p>	<p>Note 1. “Prior to the Start of the Tour” shall refer to cases where the Traveller has been notified of the relevant alteration, no later than the day prior to the starting day of the Tour, and “After the Start of the Tour” shall refer to cases where the Traveller has been notified of the relevant alteration on or after the starting day of the Tour.</p> <p>Note 2. When the Determinate Document has been delivered, this Schedule shall be applied after the “Contract Document” is read as the “Determinate Document” instead. In such a case, if any alterations take place between the described contents of the Contract Document and the described contents of the Determinate Document, or between the described content of the Determinate Document and the contents of the service actually rendered, respective alterations shall be treated as a single case.</p> <p>Note 3. In cases where transport facilities related to the alterations described in (3) or (4) above involve the use of accommodation facilities, each overnight stay shall be treated as a single case.</p> <p>Note 4. Alterations in the names of the companies operating transport facilities under (4) above will not be applicable in cases where such alterations involve changes to a higher class or more sophisticated facilities.</p> <p>Note 5. Even if the alterations described in (4), (7), or (8) above take place in multiple cases during one trip on a transport vehicle, or one overnight stay, each trip or overnight stay shall be treated as a single case respectively.</p>

<p><旅行企画・実施> おはようトラベル株式会社 東京都稲城市東長沼 568-11 HP ビル 2F 旅行業務取扱管理者 野村国康 東京都知事登録旅行業第 3-7668 号 (一社)全国旅行業協会正会員 電話: 042-315-3261 Fax: 050-3588-0678 電子メール: info@ohayotravel.com 営業日・営業時間: 月曜/火曜/木曜/金曜/土曜 9:00-18:00, 定休日: 水曜/日曜 (2023年11月25日更新)</p>	<p><Tour Planning & Implementation> Ohayo Travel Corporation HP Bldg, 2F, Higashinaganuma 568-11, Inagi-shi, Tokyo, Japan Tokyo Metropolitan Government Registration No. 3-7668 Travel Service Manager Kuniyasu NOMURA A member of All Nippon Travel Agent Association Phone: +81-42-315-3261 Fax +81-50-3588-0678 email: info@ohayotravel.com Business Hours: Mon/Tue/Thu/Fri/Sat from 9:00 to 18:00 (Closed on Sun/Wed) A facsimile or email message received out of the business hours is treated as one received on the next business day. (Updated on 25 November, 2023)</p>
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