

# Kunaw Travel Hokkaido LLC

## Terms and Conditions for Arranged Tours

These Terms and Conditions form part of the explanatory documents stipulated in Article 12 Paragraph 4 of the Travel Agency Law, and part of the Contract Document stipulated in Article 12 Paragraph 5 of the Travel Agency Law when an Arranged Tour Contract is concluded.

### 1. Arranged Tour Contract

- (1) This tour is arranged by Kunaw Travel Hokkaido LLC (hereinafter referred to as "Our Company", "We", or "Us", as the case may be), and a Customer participating in the tour shall enter into an Arranged Tour Contract (hereinafter referred to as "Tour Contract") with our Company.
- (2) An Arranged Tour Contract is a contract under which our Company undertakes to make arrangements at the request of a Customer so that they may be provided with transportation, accommodation, or other travel-related services offered by transportation and accommodation facilities, etc. (hereinafter referred to as the "Tour Service").
- (3) When our Company has made arrangements for the Tour Service with the due care of a prudent manager, our obligations based on the Tour Contract shall be deemed fulfilled. Accordingly, when we have fulfilled such obligations, the Customer must pay us the prescribed Travel Service Handling Fee (hereinafter referred to as the "Handling Fee"), even if we were unable to conclude contracts with transportation and accommodation facilities, etc. for the provision of the Tour Service.

### 2. Application for and Execution of the Tour Contract

- (1) A Customer who wishes to apply for a Tour Contract with our Company shall fill out the prescribed application form and submit it to us together with the payment of a designated application fee. The application fee shall be treated as the whole or part of the Tour Fee, the Handling Fee, the cancellation fee, and any other fee payable to us by the Customer.
- (2) The Tour Contract shall become valid upon our Company's issuance of a notice indicating acceptance of the application, and upon receipt of the application fee stipulated in paragraph (1).
- (3) Our Company may accept applications for the Tour Contract without receiving payment of the application fee, by means of a special contract put into writing. In this case, the Tour Contract shall become valid upon our delivery of the relevant Contract Document.
- (4) Our Company may accept applications conducted verbally in cases where the Tour Contract is aimed solely at arranging transportation services or accommodation services. In this case, the Tour Contract shall become valid when we have accepted the conclusion of the contract.

### 3. Conditions of Application

- (1) Written parental consent shall be required for Customers under the age of eighteen (18) at the time of application.
- (2) Customers who require special consideration during the tour due to reasons such as pregnancy, chronic health conditions, physical and/or mental disabilities, etc. shall inform our Company of their needs when making an application.
- (3) Our Company reserves the right to refuse an application if the Customer is identified as a gang member, an associated gang member, a person or company related to crime syndicates, or any other antisocial forces.
- (4) Our Company reserves the right to refuse an application if the Customer has made forceful or unreasonable demands, has acted in a threatening manner or conducted violent acts in connection with the transaction, or has committed any other acts equivalent to these.
- (5) Our Company reserves the right to refuse an application for operational reasons.

### 4. Payment of the Tour Fee and Changes in the Tour Fee

- (1) The Customer must pay the Tour Fee (the sum of the expenses payable to transportation and accommodation facilities, etc. and the Handling Fee prescribed by our Company) prior to the start of the tour by the due date specified by us.
- (2) In cases where fluctuations in the Tour Fee arise prior to the start of the tour due to revisions in the fares and charges of transportation and accommodation facilities, etc., fluctuations in foreign exchange rates, or other such reasons, we may change the said Tour Fee. In this case, any increase or decrease in the Tour Fee shall be borne by the Customer.

### 5. Changes in the Tour Contract Content

- (1) If we receive a request from the Customer to change the content of the Tour Contract, we shall try to accommodate the request to the extent that is possible. In this case, the Customer shall bear any increase or decrease in the Tour Fee arising from such changes.
- (2) When the content of the Tour Contract is changed at the request of the Customer, the Customer shall bear any cancellation fees and penalty fees payable to the transportation and accommodation facilities, etc. In addition, the Customer must pay our Company's prescribed Handling Fee for making the change in arrangement.

### 6. Cancellation of the Tour Contract

- (1) The Customer may cancel the Tour Contract in whole or in part at any time by paying the following expenses to our Company.
  - Expenses for any Tour Service already received by the Customer
  - Cancellation fees, penalty fees, and other expenses payable to the transportation and accommodation facilities, etc. for any Tour Service not yet received by the Customer
  - The Handling Fee prescribed by our Company for the cancellation procedure, and any other Handling Fee that we would have received
- (2) The Customer may cancel the Tour Contract when the arrangement of the Tour Service has become impossible due to reasons attributable to our Company. In this case, we shall refund to the Customer the Tour Fee already received, after deducting the expenses payable to the transportation and accommodation facilities, etc. for any Tour Service already received by the Customer.

- (3) Our Company may cancel the Tour Contract if the Customer fails to pay the Tour Fee by the specified due date, or if it is found that the Customer falls under Article 3 paragraph (3) or paragraph (4). In this case, the Customer must pay the expenses stipulated in paragraph (1).

#### **7. Contracts with Organizations and Groups**

- (1) If our Company receives an application from a Contract Representative acting on behalf of customers who constitute an organization or group, we shall deem the said Contract Representative to hold all authority regarding matters such as the execution and cancellation of the Tour Contract.
- (2) Our Company shall not be held responsible for any liabilities or obligations assumed by the Contract Representative towards their constituent members at present, or is likely to assume in the future.
- (3) The Contract Representative must submit to our Company a list of their constituent members on or before the date specified by us.
- (4) In cases where the Contract Representative will not accompany their organization or group during the tour, a constituent member appointed by the Contract Representative beforehand shall be deemed to be the Contract Representative after the start of the Tour.

#### **8. Our Company's Responsibilities**

- (1) In the course of fulfilling the Tour Contract, if our Company or business agent cause any damage to the Customer through intent or negligence, we shall be liable for the compensation of such damages. However, such compensation shall be limited to cases where we have been notified within two (2) years from the day immediately following the day when the damages were incurred.
- (2) Our Company shall compensate damages to baggage if we have been notified of the damages within fourteen (14) days from the day immediately following the day when the damages were incurred. The maximum amount of compensation is one hundred and fifty thousand yen (¥150,000) per person (except in cases where the damages were caused by us through willful or grossly negligent acts).
- (3) Our Company shall not be liable for compensation in cases where the Customer has incurred damages due to reasons beyond our control, such as natural disasters, war, civil unrest, suspension of Tour Services by transportation and accommodation facilities, etc., orders from government and other public authorities (including immigration regulations and quarantines for infectious diseases), accidents during itinerary portions designated as free time, food poisoning, theft, delays and stoppages of transport services, and other such causes.

#### **9. Customer's Responsibilities**

- (1) The Customer shall be responsible for compensating our Company for any damage we incur as a result of any willful or negligent act or violation of the law and public order by the Customer.
- (2) The Customer must make every effort to utilize the information provided by our Company and understand the contents of the Tour Contract, including but not limited to their rights and obligations.
- (3) After the start of the tour, if the Customer recognizes that the Tour Service being offered differs from that specified in the Tour Contract, they must promptly report it on-site to our Company, the tour conductor, or the provider of the said Tour Service.

#### **10. Other Matters**

- (1) Our Company shall not reconduct a tour under any circumstances.
- (2) Any matters not stipulated in these Terms and Conditions shall be handled as stipulated in our Standard General Conditions of Travel Agency Business (Arranged Tour Contract Part).

#### **11. Handling of Personal Information**

- (1) Our Company shall use personal information submitted at the time of tour application to the extent necessary to contact the Customer and make arrangements for Tour Services, including providing such personal information to transportation and accommodation facilities, etc. In addition, we may use the Customer's personal information for the purpose of providing information on our products and services, requesting comments and feedback on the tour they joined, requesting participation in surveys, and compiling statistical data of our services.
- (2) A Customer who is acting as a Contract Representative for an organization or group shall be deemed as having obtained the consent of their constituent members regarding the provision of personal information to a third party.
- (3) For more information regarding our Company's handling of personal information, please refer to our Privacy Policy page (<https://slow-life-hokkaido.com/privacy/>).

Note: This document is a translation of the Japanese original and provided only for reference. If there is any discrepancy between this translation and the Japanese original, the latter shall prevail.

##### **(Travel Planning/Implementation)**

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