

Kunaw Travel Hokkaido LLC

Terms and Conditions for Made-to-Order Type Organized Tours

1. Made-to-Order Type Organized Tour Contract

- (1) This tour is planned and implemented by Kunaw Travel Hokkaido LLC (hereinafter referred to as "Our Company", "We", or "Us", as the case may be) at the request of the Customer according to the "Made-to-Order Type Organized Tour Contract" (hereinafter referred to as the "Tour Contract"), which specifies the destinations, itinerary, transportation and accommodation services to be received by the Customer, as well as the Tour Fee amount payable to us by the Customer.
- (2) The content and conditions of the Tour Contract are those set forth in these Terms and Conditions, a document that specifies the itinerary, the Tour Service content, the Tour Fee, and other conditions (hereinafter referred to as the "Travel Plan Document"), the Confirmation Document (final travel itinerary) delivered to the Customer before departure, and the provisions stipulated in our Standard General Conditions of Travel Agency Business (Made-to-Order Type Organized Tour Part).

2. Application for the Tour Contract

- (1) At the request of a Customer who intends to apply for a Tour Contract, our Company shall furnish the Customer with a Travel Plan Document, unless it is not possible due to operational reasons.
- (2) A Customer who wishes to apply for a Tour Contract with our Company concerning the content of the Travel Plan Document shall fill out the prescribed application form and submit it to us together with the payment of an application fee in an amount determined separately by us.
- (3) 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.
- (4) 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.
- (5) The application fee shall be treated as part of the Tour Fee (including a planning fee specified as part of the Tour Fee), or as part of the cancellation fee or penalty fee.
- (6) 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. The Contract Representative must submit a list of their constituent members on or before the date specified by us. 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. Furthermore, 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.

3. Conditions of Application

- (1) Customers under the age of eighteen (18) at the time of the tour must be accompanied by a parent or guardian, or must submit written parental consent if they are traveling alone.
- (2) Customers who require special consideration during the tour due to reasons such as pregnancy, chronic health conditions, physical disability, the use of a wheelchair or a service animal, etc. shall inform our Company of their needs when applying for the tour. We shall comply with such requests to the extent deemed feasible and reasonable. Any expenses incurred for special measures taken by our Company related with such requests shall be borne by the Customer. Furthermore, depending on the tour itinerary and the conditions of the travel destinations and the transportation or accommodation facilities, we may require the submission of a health certificate or the accompaniment of an escort or helper, or we may refuse the application of the Customer.
- (3) If our Company determines that a Customer requires medical diagnosis or treatment by a physician during the tour due to reasons such as illness or injury, we may take any measures necessary to ensure the smooth operation of the tour. Any expenses associated with such measures shall be borne by the Customer.
- (4) If a Customer wishes to leave the tour group for personal reasons, they must notify our Company beforehand, including whether or not they wish to return, and when they plan to return.
- (5) Our Company may refuse an application from a Customer if we determine that they are likely to cause trouble to other customers or interfere with the smooth implementation of the tour as a group.
- (6) 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.
- (7) Our Company reserves the right to refuse an application for operational reasons.

4. Delivery of the Contract Document and Confirmation Document

- (1) After the Tour Contract takes effect, our Company shall promptly deliver to the Customer a document (hereinafter referred to as the "Contract Document") that specifies the travel itinerary, the content of the Tour Service, the Tour Fee, the terms and conditions of the tour, as well as matters concerning our responsibility.
- (2) The scope of the Tour Service for which we assume responsibility in arranging and managing the itinerary under the Tour Contract shall be based on the details specified in the Contract Document.

- (3) In cases where it is not possible to state the determinate itinerary or the names of transportation or accommodation facilities in the Contract Document, we will list on a limited basis the names of accommodation facilities scheduled to be used and the names of important transportation facilities. After delivering such a Contract Document, we will also deliver a document specifying the determinate conditions (hereinafter referred to as the "Confirmation Document") on or before the date specified in the said Contract Document, no later than the day immediately preceding the starting date of the tour (or no later than the starting date of the Tour, in cases where the application was made on or after the 7th day immediately preceding the starting date of the tour).
- (4) In the case of the preceding paragraph, if our Company receives an inquiry from a Customer who wishes to confirm the status of arrangements, we will respond promptly and properly to such an inquiry even before delivery of the Confirmation Document.
- (5) When the Confirmation Document has been delivered, the scope of the Tour Service for which our Company assumes responsibility in arranging and managing the itinerary shall be based on the details specified in the said Confirmation Document.

5. Payment of the Tour Fee and Changes in the Tour Fee

- (1) The amount of the Tour Fee shall be specified in the Contract Document. The Customer must pay the Tour Fee before the starting date of the tour, on or before the due date specified by our Company.
- (2) If the fares and fees applicable to the transportation facilities to be used in the tour (hereinafter referred as the "Applicable Fare and Charge") increase or decrease considerably beyond normally expected levels (due to significant changes in economic conditions or other causes), our Company may revise the Tour Fee in accordance with such increases or reductions. In cases where the Tour Fee increases, we shall notify the Customer on or before the 15th day from the day immediately prior the starting date of the Tour. In cases where the Applicable Fare and Charge decreases, we shall reduce the Tour Fee by the amount of the said decrease.
- (3) In cases where we have specified in the Contract Document that the Tour Fee varies depending on the number of persons using the transportation and accommodation facilities etc., and the number of persons participating in the tour changes after the Tour Contract becomes valid due to reasons not attributable to us, we reserve the right to change the Tour Fee in accordance with the specification in the Contract Document.

6. Changes in the Tour Contract Content

- (1) When the Customer makes a request to change the content of the Tour Contract, our Company shall accommodate the request to the extent that is feasible. In such cases, we may revise the Tour Fee.
- (2) In the event of natural disasters, war, civil unrest, suspension of services by transportation and accommodation facilities etc., orders from government and other public authorities, the provision of transportation services not based on our original travel plan, or other causes beyond our Company's control which may affect the safe and smooth implementation of the tour, we may change the tour itinerary and the Tour Service content after promptly explaining to the Customer the reasons for the unavoidability of such causes and the effect they may have on the tour. However, in cases of emergency, we may provide the explanation after the changes have been made.

7. Change of Tour Participants

With the consent of our Company, the Customer may transfer their status under the Tour Contract to a third party. In this case, the Customer shall be required to provide the necessary information and pay our Company a designated handling fee.

8. Cancellation of the Tour Contract by the Customer

- (1) The Customer may cancel the Tour Contract at any time by paying our Company the cancellation fee specified below. However, if we clearly indicate in the Travel Plan Document through attached vouchers the cancellation charges, penalty charges, and other expenses necessary for canceling the contract for the Tour Services as determined by the transportation and accommodation facilities, etc. (hereinafter referred to as the "Transportation and Accommodation Facility Cancellation Charge"), and the customer cancels the Tour Contract before the start of the tour, the cancellation fee payable by the Customer shall not exceed the total amount of the Transportation and Accommodation Facility Cancellation Charge already paid or payable by us to the transportation and accommodation facilities, etc. Furthermore, any change in the tour departure date or the tour itinerary, or any decrease in the number of participants due to the Customer's personal reasons shall be considered a cancellation, and the cancellation fees specified below shall apply.

Timing of the Change or Cancellation (when the notice of cancellation is received by our Company)	Cancellation Fee
21 days or more prior to the tour start date (only in cases where we indicate a planning fee in the Tour Contract)	Amount equivalent to the planning fee
20 days to 8 days (or 10 to 8 days for day tours) prior to the tour start date	20% of the Tour Fee
7 days to 2 days prior to the tour start date	30% of the Tour Fee
1 day prior to the tour start date	40% of the Tour Fee
On the tour start date prior to the start time of the tour	50% of the Tour Fee
After the start of the tour, or in case of failure to show without notice	100% of the Tour Fee

- (2) In cases of cancellation by the Customer due to reasons beyond our Company's responsibility, such as loans or flight arrangements, the cancellation fees specified above shall apply.

- (3) In any of the following cases, the Customer may cancel the Tour Contract before the start of the tour without paying a planning fee or cancellation fee:
- a. In cases where our Company has made significant changes to the Tour Contract content, such as the following changes:
 - i. Changes in the tour start date or tour end date
 - ii. Changes in the sightseeing locations or facilities (including restaurants) and other destinations
 - iii. Changes in the class or facilities of the transport facilities to a lower grade
 - iv. Changes in the type of transport facilities or in the company name
 - v. Changes in the domestic flight at the departure airport at the start of the tour or the destination airport at the end of the tour
 - vi. Changes in the type or name of accommodation facilities
 - vii. Changes in room type, facilities, view, or other conditions at the accommodation facilities
 - b. In cases where the Tour Fee has been increased (except when the Customer requests a change in the Tour Contract content).
 - c. When the safe and smooth implementation of the tour becomes impossible or highly improbable due to reasons beyond our Company's control, such as natural disasters, war, civil unrest, suspension of Tour Services by transportation and accommodation facilities, etc., and orders from government and other public authorities.
 - d. In cases where we fail to deliver the Confirmation Document to the Customer on or before the due date.
 - e. In cases where the implementation of the tour according to the itinerary specified in the Tour Contract has become impossible due to causes attributable to our Company.
- (4) After the start of the tour, if the Customer has been unable to receive the Tour Service as described in the Contract Document due to reasons not attributable to them, or if our Company has informed them to that effect, notwithstanding the provision of paragraph (1), the Customer may cancel the contract without paying the cancellation fee for the portion of the Tour Service which they were unable to receive. In this case, we shall refund to the Customer the portion of the Tour Fee covering the portion of the Tour Service that was not received.
- (5) If the case described in the preceding paragraph is due to reasons not attributable to our Company, we shall refund to the Customer the portion of the Tour Fee covering the portion of the Tour Service yet to be rendered, after deducting any cancellation fees, penalty fees, or other expenses already paid or payable for the cancellation of the said Tour Service.

9. Cancellation of the Tour Contract by our Company

(Cancellation before the start of the tour)

- (1) In cases where the Customer does not pay the Tour Fee by the due date specified in the Contract Document, the Customer shall be deemed to have cancelled the contract on the day immediately following the said due date. In this case, the Customer must pay our Company a cancellation fee or a penalty fee in an amount equivalent to the planning fee specified in the Contract Document.
- (2) In any of the following cases, we may cancel the Tour Contract prior to the start of the tour:
 - a. In cases where the Customer is deemed unable to participate in the tour due to illness, the lack of a necessary aide/helper, or other similar causes.
 - b. In cases where the Customer is likely to cause trouble to other travelers or interfere with the smooth implementation of the Tour as a group.
 - c. In cases where the Customer demands a burden that exceeds a reasonable extent in connection with the content of the contract.
 - d. In cases where it is highly likely that conditions required for implementation of the tour as described in the contract, such as the sufficient amount of snowfall necessary for a ski tour, will not be met.
 - e. In cases where there arise causes 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, and other causes whereby it becomes impossible or highly unlikely to carry out the safe and smooth implementation of the tour according to the itinerary described in the Contract Document.
 - f. In cases where a communication contract has been executed, and the Customer is unable to settle in whole or in part their liability related to the Tour Fee, due to causes such as their credit card becoming invalid.

(Cancellation after the start of the tour)

- (1) In any of the following cases, we may cancel part of the Tour Contract even after the start of the tour.
 - a. In cases where the Customer is unable to continue the tour due to illness, the lack of a necessary aide/helper, or other similar causes.
 - b. In cases where the Customer interferes with the safe and smooth implementation of the tour by not following the instructions of the tour conductor or other staff, or by disrupting the order of the group by physically or verbally assaulting the said staff or other customers.
 - c. In cases where there arise causes 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, and other causes whereby it becomes impossible to continue the tour.
- (2) In the case of the preceding paragraph, we shall refund to the Customer the portion of the Tour Fee covering the Tour Services yet to be rendered, after deducting any cancellation fees and penalty fees.

10. Refund of the Tour Fee

In cases where a refundable amount becomes due to the Customer due to a cancellation of the Tour Contract under the provisions of Articles 8 and 9, our Company shall make the refund within seven (7) days from the day immediately following the date of cancellation if the refund is due to cancellation before the start of the tour, or within thirty (30) days from the day immediately following the last day of the tour as stated in the Contract Document, if the refund is due to a reduction of the Tour Fee or a cancellation after the start of the tour.

11. Tour Conductor Services

- (1) At the request of the Customer, our Company may provide tour conductor services. In this case, the tour conductor service fee and the transportation costs, accommodation costs, and any other expenses required for the tour conductor to accompany the group shall be included in the Tour Fee.
- (2) The content of the tour conductor service shall consist of tasks required to conduct the activities of the organization or group and ensure the safe and smooth implementation of the tour. Furthermore, as a general rule, the service hours for the tour conductor shall be from 8:00 to 20:00 local time.

12. Our Company's Responsibilities

- (1) If our Company or business agent cause any damage to the Customer during the tour 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 not be liable for compensation in cases where the Customer has incurred damages due to reasons beyond the control of our Company or business agent, such as natural disasters, war, civil unrest, suspension of Tour Services by transportation and accommodation facilities, etc., orders from government and other public authorities, and other such causes, we shall not be liable for the compensation, except in the case of paragraph (1).
- (3) 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).

13. Special Indemnity

- (1) Our Company shall pay an indemnity or solatium in the amount specified below for certain damages caused to the life, body, or baggage of the Customer due to a sudden and unexpected external event during the tour, in accordance with the provisions of the Rules of Special Compensation in the Standard General Conditions of Travel Business.
 - Indemnity for death: fifteen million yen (¥15,000,000)
 - Solatium for hospitalization: twenty thousand to two hundred thousand yen (¥20,000 to ¥200,000)
 - Solatium for hospital visits: ten thousand to fifty thousand yen (¥10,000 to ¥50,000)
 - Compensation for damage to personal items: Up to one hundred and fifty thousand yen (¥150,000) per customer (however, the maximum amount of compensation is one hundred thousand yen (¥100,000) per covered item).
- (2) In cases where the tour itinerary includes specific days in which the Customer will not receive any Tour Service arranged by our Company, and if the Contract Document explicitly states that no compensation shall be made for any damage to the Customer's life, body, or baggage resulting from an accident on such days, then such days shall not be deemed as "during the tour".

14. Guarantee of Itinerary

- (1) In case any of the changes listed in the following table have been made to the tour itinerary, our Company shall pay an indemnity in the amount obtained by multiplying the Tour Fee by the percentage indicated in the table, in accordance with the provisions of our Standard General Conditions of Travel Business (Made-to-Order Organized Tour Contract Part). However, the maximum amount of indemnity payable by our Company shall be 15% of the Tour Fee per person for each Tour Contract. Furthermore, indemnity will not be paid if this amount is less than one thousand yen (¥1,000).

Changes for which our Company will pay indemnity	Rate per change (%)	
	Prior to the start of the tour	After the start of the tour
1. Changes in the Tour start or end dates specified in the Contract Document	1.5	3.0
2. Changes in the sightseeing locations or facilities (including restaurants) and other destinations of the Tour specified in the Contract Document	1.0	2.0
3. Changes in the class or facilities of the transport facilities specified in the Contract Document to those of a lower cost (limited to cases where the total fee after the change falls below the amount stated in the Contract Document).	1.0	2.0
4. Changes in the type of transport facilities or in the company name as specified in the Contract Document	1.0	2.0
5. Changes in the flight at the departure airport at the start of the Tour or destination airport at the end of the Tour (within Japan) as specified in the Contract Document	1.0	2.0
6. Changes in the type or name of accommodation facilities as specified in the Contract Document	1.0	2.0
7. Changes in room type, facilities, view, or other conditions at the accommodation facilities as specified in the Contract Document	1.0	2.0
8. Changes in the preceding Items which are listed in the tour title of the Contract Document	2.5	5.0

- (2) Our Company shall not pay indemnity for any change listed in the table above if the change is due to reasons such as natural disasters, war, civil unrest, suspension of Tour Services by transportation and accommodation facilities, etc., orders from government and other public authorities, the provision of transportation services not based on our original travel plan, or the implementation of measures necessary to ensure the safety of the life and body of the Customer.

15. 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, our business agent, the tour conductor, or the provider of the said Tour Service.

16. 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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