

**STANDARD TERMS AND CONDITIONS
OF TRAVEL CONTRACTS**

Agency Contracts for Procedure for Going Abroad



Japan Association of Travel Agents

The original text was written in Japanese. The English translation has been prepared by JATA. If any discrepancies should arise between the Japanese and English texts, the former shall prevail at all times.

STANDARD TERMS AND CONDITIONS OF TRAVEL CONTRACTS

Agency Contracts for Procedure for Going Abroad

(Scope of Application)

Article 1

An Agency Contract for Procedure for Going Abroad which this company (hereinafter referred to as “the Company”) concludes with a Traveler shall be subject to the provisions of these General Terms and Conditions. Matters which are not provided for in these General Terms and Conditions shall be governed by the laws, ordinances, regulations and generally established practice.

2. If the Company has concluded a special agreement in writing without violating the laws, ordinances and regulations and within the scope not unfavorable to the Traveler, the said special agreement, notwithstanding the provisions of the preceding Paragraph, shall prevail over the provisions of these General Terms and Conditions.

(Traveler Concluding an Agency Contract for Procedure for Going Abroad)

Article 2

A Traveler with whom the Company concludes an Agency Contract for Procedure for Going Abroad must be a Traveler who has concluded with the Company an Agent-Organized Tour Contract, a Custom-Ordered Tour Contract or an Arranged Tour Contract, or a Traveler on behalf of whom the Company has concluded an Agent-Organized Tour Contract of another travel agent for which the Company has been commissioned.

(Definition of an Agency Contract for Procedure for Going Abroad)

Article 3

An "Agency Contract for Procedure for Going Abroad" as stated in these General Terms and Conditions means a contract under which the Company undertakes to perform the business referred to in the following Items (hereinafter referred to as "Travel Agency Business") by commission from the Traveler under the agreement that the Company receives a travel business handling charge (hereinafter referred to as "Agency Fee for Procedure for Going Abroad"):

- (1) Procedure for obtaining a passport, a visa, a reentry permit and various certificates;
- (2) Preparation of documents for embarkation/disembarkation procedure;
- (3) Other business related to the preceding Items.

(Coming into Effect of a Contract)

Article 4

A Traveler who intends to conclude an Agency Contract for Procedure for Going Abroad with the Company must enter the prescribed matters in an application form prescribed by the Company and submit it to the Company.

2. An Agency Contract for Procedure for Going Abroad shall come into effect at the time when the Company has agreed to conclude the contract and received the application form referred to in the preceding Paragraph.
3. Notwithstanding the provisions of the preceding two Paragraphs, the Company may accept

an application for an Agency Contract for Procedure for Going Abroad by telephone, mail, facsimile or other means of communications without receiving an application form. In this case, the Agency Contract for Procedure for Going Abroad shall come into effect at the time when the Company has agreed to conclude the contract.

4. The Company may not agree to conclude an Agency Contract for Procedure for Going Abroad when it is inconvenient for a business reason.

5. Promptly after the coming into effect of the Agency Contract for Procedure for Going Abroad, the Company shall issue the Traveler a document mentioning the contents of the Travel Agency Business undertaken under the Agency Contract for Procedure for Going Abroad (hereinafter referred to as "Commissioned Business"), the amount of the Agency Fee for Procedure for Going Abroad, the method of receiving it, the responsibility of the Company and other necessary matters.

6. If the Company, instead of issuing the document referred to in the preceding Paragraph, has provided matters which should be mentioned in the said document (hereinafter referred to as "Matters To Be Mentioned" in this Article) by means of a method using information and telecommunications technology with the prior approval of the Traveler, it will confirm that the Matters To Be Mentioned have been recorded in a file kept in the communication equipment used by the Traveler.

7. In the case referred to in the preceding Paragraph, if a file for recording the Matters To Be Mentioned is not kept in the communications equipment used by the Traveler, the Matters To Be Mentioned will be recorded in a file (one used only for the Traveler concerned) kept in the communications equipment used by the Company and the fact that the Traveler has read the

Matters To Be Mentioned will be confirmed.

(Duty of Confidentiality)

Article 5

The Company shall not disclose to another the information which it has come to know in performing the Commissioned Business.

(Obligations of the Traveler)

Article 6

The Traveler must pay the Agency Fee for Procedure for Going Abroad by the date fixed by the Company.

2. The Traveler must submit to the Company documents, material and other matters necessary for the Commissioned Business (hereinafter referred to as "Documents, Etc., for Procedure for Going Abroad") by the date fixed by the Company.

3. If the Company is liable to a charge, a visa fee, a commission fee or any other fee (hereinafter referred to as "Visa Fee, Etc.") to a government or other public office in Japan, an establishment of a foreign government in Japan or any other person in performing the Commissioned Business, the Traveler must pay the Visa Fee, Etc., concerned to the Company by the date fixed by the Company.

4. If postage, traveling cost or any other cost has resulted in the performance of the Commissioned Business, the Traveler must pay such cost to the Company by the date fixed by the Company.

(Cancellation of a Contract)

Article 7

The Traveler may at any time cancel the Agency Contract for Procedure for Going Abroad in whole or in part.

2. The Company may cancel the Agency Contract for Procedure for Going Abroad in any of the following cases:

- (1) If the Traveler has not submitted Documents, Etc., for Procedure for Going Abroad by the prescribed date;
- (2) If the Company considers that there is a defect in the Documents, Etc., for Procedure for Going Abroad submitted by the Traveler;
- (3) If the Traveler has not paid the Agency Fee for Procedure for Going Abroad, the Visa Fee, Etc., or the cost referred to in Paragraph 4 of the preceding Article by the prescribed date;
- (4) Where the Travel Agency Business referred to in Item (1), Article 3 has been undertaken, if the Company considers that there is a very large possibility of the Traveler not being able to obtain a passport, a visa, or a reentry permit (hereinafter referred to as "Passport, Etc.") due to causes not attributable to the Company.

3. If the Agency Contract for Procedure for Going Abroad has been canceled in accordance with the provisions of the preceding two Paragraphs, the Traveler, in addition to bearing the cost for the Visa Fee, Etc., already paid and the cost referred to in Paragraph 4 of the preceding Article, must pay to the Company the Agency Fee for Procedure for Going Abroad

relating to the Commissioned Business already performed by the Company.

(Responsibility of the Company)

Article 8

If the Company has caused any damage to the Traveler intentionally or by negligence in performing the Agency Contract for Procedure for Going Abroad, it shall be responsible for compensating for the said damage, provided that the Company has been notified of the damage within 6 months of the day following the date of occurrence of such damage.

2. The Company does not guarantee under the Agency Contract for Procedure for Going Abroad that the Traveler will actually be able to obtain a Passport, Etc., or that he/she will actually be permitted to enter or leave the countries concerned. Therefore, even if the Traveler has not been able to obtain a Passport, Etc., or has not been permitted to enter or leave the countries concerned due to causes not attributable to the Company, the Company shall not be responsible for it.