

Terms and Conditions for Byung-Byung Tours Co.

This outline of tour conditions represents part of the terms of transaction stipulated in Article 12-4 of the Travel Agency Law, and the contract specifying services rendered for travel and other matters as stated in Article 12-5 of the law.

1. Contract for Agent-Organized Tours

1.	Responsibility rests with the company operating Agent-Organized Tours (here in after referred to as Byung-Byung Tours Co.) whose name in full appears below and in its tour pamphlets or website. Clients joining such tours shall conclude an Agent-Organized Tour Contract (here in after referred to as the Travel Contract) with Byung-Byung Tours Co.
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Byung-Byung Tours Co.

Address 3-19-15 Chuo, Ohta-ku, Tokyo 143-0024

Tokyo metropolitan Governor Registered Travel Agency No. 3-7649

2.	Byung-Byung Tours Co. shall provide tour arrangements and itinerary management so that the client receives tour services including transport/accommodations (here in after referred to as "tour services") provided by transportation/accommodation operators during the tour itinerary set by Byung-Byung Tours Co.
3.	The content and conditions of the contract shall conform to those specified for each tour itinerary, conditions as specified hereunder, the final itinerary handed to clients before departure (hereinafter referred to as the "Final Tour Itinerary"), and Agent-Organized Tours as described in Byung-Byung Tours Co.'s general terms and conditions as based on the Travel Agency Law (hereinafter referred to as "General Terms and Conditions of Agent Organized Tours").

2. Application for Agent-Organized Tour Contracts and their Conclusion

1.	The client shall provide information on Byung-Byung Tours Co. application form as required by Byung-Byung Tours Co. and submit the form together with the necessary reservation deposit. Paid deposit shall be applied to the tour fare, cancellation charges or penalties.
2.	Byung-Byung Tours Co. may accept applications for travel contracts by telephone, mail, facsimile and other means of communication. In such cases, the client shall submit the application form and reservation deposit to Byung-Byung Tours Co. within 3 days counting from the day when acceptance of application is confirmed. If the client fails to supply the required application form and deposit within 3 days, the reservation shall be voided.
3.	The Travel Contract shall become valid upon Byung-Byung Tours Co.'s consent to the conclusion of the contract and receipt of the reservation deposit. If tour arrangements are made by phone, the Tour Contract shall become valid upon Byung-Byung Tours Co.'s acceptance of the tour deposit as specified in the Clause 2. When clients request tour arrangements by mail, facsimile or other communication methods, the tour contract shall become valid upon payment of the Tour Deposit and Byung-Byung Tours Co.'s notification of acceptance of the tour contract. The contract for any tour request by any communication including telephone, mail, facsimile or other shall become valid as specified in Article 22-2.
4.	When applying for group tour arrangements (more than 2 people), the tour contract including conclusion and cancellation of the contract shall be exchanged between Byung-Byung Tours Co. and the group representative.
5.	The group representative responsible for the contract shall provide Byung-Byung Tours Co. with the name list of members by the date specified by Byung-Byung Tours Co..
6.	Byung-Byung Tours Co. shall not be responsible for any responsibilities or obligations the group representative holds in the past or in the future.
7.	In case the group representative does not accompany the group, we shall consider one of the members who have been selected by the representative as the group representative who is responsible for the contract after tour starting day.
8.	If the tour contract cannot be finalized due to full occupancy in seats or rooms or other reasons at booking, Byung-Byung Tours Co. may ask the client to wait until the specified date with his/her consent. (This booking status shall be referred as "waiting" hereinafter.) In this case, the client shall be registered as "waiting client" and Byung-Byung Tours Co. shall make an effort to make it bookable. Even in this case, Byung-Byung Tours Co. shall charge the client the reservation deposit ("Waiting" does not guarantee confirmation of booking). However, if the client requests Byung-Byung Tours Co. to release the waiting, or if the booking is not confirmed until the specified day, Byung-Byung Tours Co. shall return a full of the reservation deposit.
9.	Even in case of the Clause 8, the tour contract shall be finalized at the day when Byung-Byung Tours Co. informs the guest of the confirmation.

10.	Deposit (per person) The reservation deposit shall be 10 percent of the tour fare.
11.	The client shall notify Byung-Byung Tours Co. when submitting application if requiring special consideration during the tour period, Byung-Byung Tours Co. shall comply with such requests when feasible.

3.Special Conditions of Tour Application

1.	A client under 20 years of age and traveling alone during the tour period shall provide Byung-Byung Tours Co. with written consent of his/her guardian. Clients under 15 years of age must be accompanied by a parent or guardian.
2.	Byung-Byung Tours Co. may refuse an application if any one of the client's age, qualifications, skills or other conditions do not conform to those designated for tours aimed at specific customer categories or purposes.
3.	Clients who require special attention from Byung-Byung Tours Co. during the tour for reason of chronic disease, general ill-health, pregnancy or physical handicap, shall advise Byung-Byung Tours Co. of this when applying for the tour. Byung-Byung Tours Co. shall comply with such requests to the extent deemed feasible and reasonable. And if Byung-Byung Tours Co. takes a special arrangement in compliance with the client's request, the client shall be responsible for incurred expenses related with the request. Byung-Byung Tours Co. may require clients to present a medical certificate. Byung-Byung Tours Co. may refuse a client's application if conditions at travel destinations and facilities are such that safe, smooth tour operation cannot be guaranteed, or require the client to be accompanied by an escort. In some cases, Byung-Byung Tours Co. shall change a part of the itinerary or recommend the client to join another tour with the minimum extra charge or refuse his/her participating the tour. In regards to Clauses 1, 2 and 3, Byung-Byung Tours Co. shall make notification concerning the acceptance or rejection of client participation in the tour within one week of application submission.
4.	If Byung-Byung Tours Co. determines that the client needs medical diagnosis or treatment by a physician owing to illness, functional disease or other reasons during the tour, Byung-Byung Tours Co. shall take measures necessary to ensure smooth operation of the tour. All costs resulting from such measures shall be borne by the client.
5.	Independent activities for reasons of the client's own choosing shall not be arranged by Byung-Byung Tours Co. during the tour. However, Byung-Byung Tours Co. may, depending on the tour course, arrange such activities under separate conditions.
6.	Byung-Byung Tours Co. may refuse client participation if it determines that he or she threatens to embarrass, inconvenience or interfere with the collective activities of tour participants.
7.	Byung-Byung Tours Co. may also refuse client participation for the tour operational reasons.

4.Payment of Tour Fare

The Tour Fare shall be paid no later than the 14th day prior to the eve of the departure date. When application is made on or after the 14th day prior to the eve of the day the tour starts, the tour fare shall be paid before departure by a date designated by Byung-Byung Tours Co.. Even when the client and Byung-Byung Tours Co. do not enter into the correspondence contract stipulated in Article 20, if the client is a member of Byung-Byung Tours Co.'s affiliated credit company and consents to pay for the itinerary by credit card, Byung-Byung Tours Co. shall charge the client's credit card for tour fares (inclusive of tour deposits and additional charges), any cancellation charge or non-fulfillment fee stipulated in Article 12, and additional charges and handling fees stipulated in Article 8 even without a signature. In the absence of any request from the client, the card will be charged on the date the client accepts the itinerary.

5.Tour Fare

1.	Clients 12 years of age or more shall be charged adult fare and those aged 6 to 11 shall be charged child fare unless otherwise specified. However, when a tour includes air travel, including Accommodations travel, persons aged 3 to 5 will be charged child fare. One child five years of age or less can join the tour in Byung-Byung Tours Co. of an adult, but will receive no services such as meals or bed. If more than one child, one child fare will be charged for each additional child five years of age or less. This does not apply to tours for which infant fares are quoted.
2.	The fare is indicated for each tour course. Clients are asked to confirm the fare according to the departure date and the number of participants.
3.	The Tour Fare shall be the basis for calculating the cancellation charge (Article 12-1), non-fulfillment fee (Article 13 and any fees for changes (Article 21). The "Tour Fare" on the advertisements or pamphlets will be calculated as follows: tour fare "(+)" additional "(-)" reduction.

6. Included in the Tour Fare

The following may eventually include items unrelated to the tours you choose. Please note that the items included in the tour fare are only those as specified in the itinerary.

Meals	Only the meals specified in each itinerary.
JR Other Limited Express	When used in our tours, reserved seats on Tourist class are provided.
Other Railways	When operated by subway or local trains, no reserved seats are provided.
Sightseeing & Excursions	By sedan, van, taxi, motorcoach and/or sightseeing boat on a seat-sharing basis, plus admission fees to temples, shrines, museums, etc.. mentioned in each itinerary. A minibus, sedan or taxi may be used when the total number of participants is limited. Seat-sharing sightseeing tours for Japanese tourists are used for some tours.
Transfers	By motorcoach on a seat-sharing basis. A sedan, van or taxi may be used when the total number of participants is small.
Language Support	English assisted Service is listed under the "Language Service" column for each tour.
Tax	Consumption Tax.
Note	In principle, Byung-Byung Tours Co. will not make refunds for the above fare even if clients choose not to use the relevant services.

7. Not Included in the Tour Fare

Charges and expenses other than those specified in the preceding article 6, such as:

1.	Laundry, telephone, additional meals and drinks, and any other expenses of personal nature.
2.	International and domestic air fares.
3.	Airport departure taxes.
4.	Excess baggage. Heavy baggage.
5.	Medical expenses for injuries and illness.
6.	Traveling and accommodation costs between arrival/departure and the start and end points of the itinerary.

8. Additional Fares

The additional fares are required for following arrangements.

1.	Additional charges for "Upgrade Plans" to upgraded hotels or class of room.
2.	Additional charges for changing from a "Plan Without Meals" to a "Plan With Meals".
3.	Additional charges for "Hotel Extension Plan" to extend the staying period.
4.	Surcharges for upgrading airline classes.
5.	Other additional charges as specified in pamphlets and other material.

9. Revision of Travel Service Content

Byung-Byung Tours Co. may, after conclusion of the Travel Contract, cancel the tour or revise its contents and services for any of the following reasons: natural calamity or disaster, weather conditions, civil unrest, suspension of services rendered by transport/accommodation facilities, provision of transportation not based on the original operational plan, governmental orders, or other circumstances beyond Byung-Byung Tours Co. control. Byung-Byung Tours Co. reserves the right to take necessary measures when safe, smooth tour operation in accordance with the itinerary is deemed impossible, or when there is valid reason to believe that the tour cannot continue. In such cases, Byung-Byung Tours Co. must explain in a timely manner its inability to function according to the Travel Contract under the circumstances. However, said explanation may be made after revisions are made when conditions demand.

10. Change of Tour Fare

1.	Byung-Byung Tours Co. may revise its schedule of fees in accordance with increases or reductions of transport fares and/or charges for Agent-Organized Tour owing to unusual or unforeseen economic developments. In such cases, Byung-Byung Tours Co. shall notify the client no later than the 15th day prior to the eve of departure.
2.	Byung-Byung Tours Co. may, when tour operational costs have risen owing to factors as stipulated in Clause 9 or above, revise the tour fare accordingly, except when substitutions are required because of a shortage of such facilities, as transport seats, hotel rooms, etc.,
3.	In the event travel costs decrease, Byung-Byung Tours Co. shall reduce the tour fare accordingly.
4.	If Byung-Byung Tours Co. specifies that tour fares are dependent on the number of participants and there is a change in the number of the participants due to reasons beyond Byung-Byung Tours Co.'s control, Byung-Byung Tours Co. shall change the tour fare within the allowable range specified in the tour contract.

11. Change of Tour Participants

A client who has entered into a Travel Contract may, with Byung-Byung Tours Co.'s consent, transfer the status in the contract to a third party. In this case, the clients shall enter the required information in the form provided by Byung-Byung Tours Co. and submit it together with the specified handling fee. The transfer of status in the contract to a third party as stipulated in Item 1 of this Article shall become valid by the consent of Byung-Byung Tours Co.. Byung-Byung Tours Co. may reject a change in the name of travelers if transportation or accommodation operator does not accept the change or for any other reason.

12. Cancellation of Travel Contract by the Client

1.	The client is at all times entitled to cancel the Travel Contract, but must pay Byung-Byung Tours Co. a cancellation charge as stipulated in Article 13 below.
2.	If the client changes the departure day or any transportation, accommodations, tours, tour participants for his or her convenience, Byung-Byung Tours Co. shall consider it the cancellation of the entire tour and the specified cancellation charges will be levied on the client.

13. Cancellation Rates

1.	If a client cancels the Travel Contract for personal reasons, the following cancellation rates will apply to the tour fare. Clients remaining in the tour will incur the balance of additional per room costs associated with the change in number of participants. The following applies to cancellations of the tour spaces:																								
	Time of cancellation	Cancellation Charge																							
	-	<table border="1"> <thead> <tr> <th>Tours Including Accommodations</th> <th>Tours NOT Including Accommodations</th> </tr> </thead> <tbody> <tr> <td>(1) If notice of cancellation is received by Byung-Byung Tours Co. 21 or more days prior to the starting date of the tour</td> <td>No Charge</td> <td>No Charge</td> </tr> <tr> <td>(2) If notice of cancellation is received by Byung-Byung Tours Co. 20 days to 11 days prior to the starting date of the tour</td> <td>20% of the tour fare</td> <td>No Charge</td> </tr> <tr> <td>(3) If notice of cancellation is received by Byung-Byung Tours Co. 10 days to 8 days prior to the starting date of the tour</td> <td>20% of the tour fare</td> <td>20% of the tour fare</td> </tr> <tr> <td>(4) If notice of cancellation is received by Byung-Byung Tours Co. 7 days to 2 days prior to the starting date of the tour</td> <td>30% of the tour fare</td> <td>30% of the tour fare</td> </tr> <tr> <td>(5) If notice of cancellation is received by Byung-Byung Tours Co. 1 day prior to the starting date of the tour</td> <td>40% of the tour fare</td> <td>40% of the tour fare</td> </tr> <tr> <td>(6) If notice of cancellation is received by Byung-Byung Tours Co. prior to the starting time of the tour</td> <td>100% of the tour fare</td> <td>100% of the tour fare</td> </tr> <tr> <td>(7) If notice of cancellation is received by Byung-Byung Tours Co. after day of departure, or In case of failure to show without notice</td> <td>100% of the tour fare</td> <td>100% of the tour fare</td> </tr> </tbody> </table>	Tours Including Accommodations	Tours NOT Including Accommodations	(1) If notice of cancellation is received by Byung-Byung Tours Co. 21 or more days prior to the starting date of the tour	No Charge	No Charge	(2) If notice of cancellation is received by Byung-Byung Tours Co. 20 days to 11 days prior to the starting date of the tour	20% of the tour fare	No Charge	(3) If notice of cancellation is received by Byung-Byung Tours Co. 10 days to 8 days prior to the starting date of the tour	20% of the tour fare	20% of the tour fare	(4) If notice of cancellation is received by Byung-Byung Tours Co. 7 days to 2 days prior to the starting date of the tour	30% of the tour fare	30% of the tour fare	(5) If notice of cancellation is received by Byung-Byung Tours Co. 1 day prior to the starting date of the tour	40% of the tour fare	40% of the tour fare	(6) If notice of cancellation is received by Byung-Byung Tours Co. prior to the starting time of the tour	100% of the tour fare	100% of the tour fare	(7) If notice of cancellation is received by Byung-Byung Tours Co. after day of departure, or In case of failure to show without notice	100% of the tour fare	100% of the tour fare
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3.	If a client fails to pay the tour fare by the designated date, Byung-Byung Tours Co. will assume the client has canceled as of the following day, and the cancellation charges specified above will apply. Timing of notice of cancellation is based on Japan local time.
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14. Cancellation of Travel Contracts and Tour Operation by Byung-Byung Tours Co.

1.	If the client has not paid the tour fare by the prescribed date, Byung-Byung Tours Co. may cancel the Travel Contract. In such cases, the clients shall pay Byung-Byung Tours Co. the applicable cancellation charge.														
2.	In any of the following cases, Byung-Byung Tours Co. may cancel the Travel Contract.														
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3.	When Byung-Byung Tours Co. cancels the Travel Contract in accordance with Clause 1. Hereinabove, it shall refund payment after deducting the specified penalties from said payment or from the deposit received from the client. When Byung-Byung Tours Co. cancels a tour in conformity with Clause 2, hereinabove, it shall refund the full amount of the tour fare (or deposit) received from the client.														

15. Cancellation After Departure

1.	Cancellation by client						
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Byung-Byung Tours Co. shall, at the client's expense, make necessary arrangements as requested for return to point of departure.
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16. Refund of Travel Costs

1.	Should Byung-Byung Tours Co. incur any liability to make a refund to a client in case such as the tour fare reduction in accordance with Article 10, and if either the client or Byung-Byung Tours Co. has canceled the Travel Contract in accordance with Articles 12 through 15, Byung-Byung Tours Co. shall make said refund within the 7th day from the next day of cancellation, when effecting refund before tour departure, and within 30 days counting from the day after the tour ends, as stipulated in the contract in case of reduction or cancellation after tour departure. However, should there be any expenses as cancellation charges, penalties, etc. which Byung-Byung Tours Co. has already paid or will have to pay for services not provided because of tour cancellation, said expenses shall be borne by the client.
2.	The client shall be required to request a refund at the sales office where the client bought the tour within one month of the planned tour departure day.
3.	The client shall be required to return all tour coupons when requesting a refund for said tour coupons. Otherwise, Byung-Byung Tours Co. may not be able to make any refund.

17. Tour Conductors

1.	Tour Conductor A Tour Conductor shall accompany the tour course throughout the duration of the tour itinerary. The conductor shall, in principle, provide the services necessary for smooth tour operation in order to maintain the flow of the itinerary prescribed in the contract document. Clients must follow the instructions of the conductor in order to maintain the safe and smooth operation of the itinerary. The conductor shall provide services, in principle, from 8:00a.m. to 8:00p.m.
2.	English-Speaking Guide An English-Speaking Guide shall accompany the tour course stipulated in the pamphlet's Guide Service column. An English-Speaking Guide shall hold a license as a tour guide as authorized by the Guide Business Act and provide guiding to sightseeing locations, or Approved by Byung-Byung Tours Co. with its ability as English-Speaking Guide. An English-Speaking Guide shall perform the same services as a Tour Conductor if there is no Tour Conductor arranged in tours with guided service included.
3.	English-Speaking Assistant An English-Speaking Assistant shall provide services necessary for smooth tour operation as stipulated in the pamphlet's Guide Service Column.
4.	Neither a Tour Conductor nor an English-speaking guide shall accompany clients on individualized tours. Clients joining such tours will be responsible for procurement of desired services after being provided with travel coupons and/or tickets by Byung-Byung Tours Co.. In the event of the suspension of service by transportation facilities or sudden cancellation of travel for the client's own personal reasons, the client shall be responsible for the correspondence with the travel agency in charge. Furthermore, in the case that the client is unable to contact the travel agency as a result of the correspondence timing being outside of regular business hours, the client shall be responsible for the cancellation of remaining services in reserved facilities (hotels, transportation facilities, etc.) on their own behalf. Failure to attend to the cancellation of the remaining services will result in the waiver of the client's right to a refund.
5.	In cases where travel services must be altered owing to inclement weather or other conditions during unaccompanied portions of the tour, clients shall be responsible for arranging the required services on their own behalf.

18. Liability of Byung-Byung Tours Co. and Exemptions

1.	In performing its obligations under the terms of its Tour Contract, should Byung-Byung Tours Co. cause damage to the client through willful negligence or fault, Byung-Byung Tours Co. shall be liable for such damages. However, this only applies if the damage report is made within 2 years reckoned from the day following the occurrence of the damage.
2.	Byung-Byung Tours Co. shall compensate for damage to baggage as stated above, provided that said damage is reported within 14 days counting from the day after the occurrence, up to a maximum of 150,000 yen per person. Not applicable when damage is caused intentionally by Byung-Byung Tours Co. or through serious negligence.
3.	Byung-Byung Tours Co. shall not be liable for damages incurred by clients as stipulated in Clause 1 hereinabove if any of the following reasons apply : <ul style="list-style-type: none"> a. Natural disaster, war, civil unrest, and alteration or cancellation of tour itinerary due to such causes. b. Accidents during transportation or accommodations, damage by fire. c. Cessation of services related to transportation or accommodation facilities, and tour itinerary alteration or cancellation owing to such causes.

	<p>d. Orders of either Japanese or foreign governments, immigration regulations, isolation resulting from infectious diseases, and tour itinerary alteration or cancellation owing to such causes.</p> <p>e. Accidents occurring during the client's free activities.</p> <p>f. Orders of either Japanese or foreign governments, immigration regulations, isolation resulting from infectious diseases, and tour itinerary alteration or cancellation owing to such causes.</p> <p>g. Theft.</p> <p>h. Delays, stoppages, changes of schedule and route in relation to transportation facilities, and tour itinerary alterations and/or shortened stays at destinations owing to such causes.</p>
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19. Special Indemnifications

1.	In accordance with the Byung-Byung Tours Co.'s Organized Tour Contract, Byung-Byung Tours Co. shall pay compensation, or provide condolence money to the client in the event of death or significant bodily harm and/or pay compensation money for damage to baggage, which is either coincidental with or due to extenuating circumstances encountered during the Organized Tour, regardless of Byung-Byung Tours Co.'s responsibility as stipulated in Article 18-1. Regardless of whether or not Byung-Byung Tours Co.'s responsibilities set forth in Article 18 (1) should arise, pursuant to Byung-Byung Tours Co.'s Provisions on Special Compensation, for certain damages to life or body which may arise from unexpected or sudden external events during the customer's participation in an agent-organized tour, Byung-Byung Tours Co. will pay compensation.
2.	Byung-Byung Tours Co. shall not pay compensation or provide condolence money as stipulated in Clause 1 when damages result from the client's willful negligence, driving while intoxicated and/or illness. The same restriction applies should the client engage in such dangerous sports and activities as skydiving, luge, bobsledding, hang-gliding (motor-driven or otherwise), gyro-plane flying, mountain climbing (using such specialized tools as picks), go-carting, snow-mobile, and others not included in the Organized Tour and engaged in during a client's free time.
3.	Except for articles listed as exempted from Byung-Byung Tours Co. responsibility as specified in Byung-Byung Tours Co.'s terms and conditions, the following items are also exempted from Byung-Byung Tours Co.'s responsibility. Jewelry/precious metals (excluding those used for practical everyday use such as wrist watches and glasses), personal computers/word processors and accessories, data and similar items, drivers licenses, visas, deposit receipts(including bankbooks and bank cards)and similar articles, and equipment for windsurfing, scuba diving, surfing or similar sports.
4.	In case Byung-Byung Tours Co. incurs both the duty to pay compensation as stipulated in Clause 1 and to indemnify client for damages in accordance with Article 18, both shall be regarded as "already executed" within their amount limits when any one of the above duties is satisfied.

20. Liability of Client

Byung-Byung Tours Co. shall require the client to indemnify Byung-Byung Tours Co. for losses sustained owing to a client's willful negligence, fault, conduct against public order and good manners, or breach of provisions in the Byung-Byung Tours Co.'s Organized Tour Contract.

1.	The client is required to make every effort to utilize information acquired from Byung-Byung Tours Co. and to understand the details of his/her rights/responsibilities as well as the details of tour conditions.
2.	After the start of the tour, if a client should find that the tour service provided is different from that specified in the tour contract, the client is required to report the discrepancy to Byung-Byung Tours Co. or Arrangement Agents for Byung-Byung Tours Co. or Tour Service Providers immediately.
3.	Byung-Byung Tours Co. may take necessary measures if a client needs treatment during the duration of the tour due to illness, injuries, etc. In the case Byung-Byung Tours Co. is not responsible for the cause of the illness, injury, etc., the client shall bear all costs for said measures and must make the payments by the means and date designated by Byung-Byung Tours Co..
4.	The client loses the travel coupons provided by Byung-Byung Tours Co., the client shall bear the cost and charges of all shipping facilities used to reissue said coupons. The fares and changes shall correspond with the rates set by the shipping facilities.

21. Itinerary Booking Guarantee

Should major changes occur in Travel Contract contents as stated in the lefthand column of the following table(except for changes mentioned in the 1)through 3)below, Byung-Byung Tours Co. shall calculate the change compensation money by multiplying tour fares by the rate indicated in the righthand column of the table, and make refund to the client within 30 days counting from the day after the tour ends. However, if it is evident that liability as set forth in 1. of Article 19 occurs owing to said changes, Byung-Byung Tours Co. shall pay the amount not as compensation for changes but as either a portion or total amount of indemnification for damages.

CHANGES FOR WHICH Byung-Byung Tours Co. SHALL PAY COMPENSATION

(1) Change in tour departure or termination date specified in tour brochures:

Amount of compensation for changes - Tour fare times the following percentage per incident	
If the client is notified by the day prior to start of tour	If the client is notified after start of tour
1.5%	3.0%

(2) Changes in destination or entry to tourist spots and/or facilities (including restaurants) stated in tour brochures

Amount of compensation for changes - Tour fare times the following percentage per incident	
If the client is notified by the day prior to start of tour	If the client is notified after start of tour
1.0%	2.0%

(3) Changes in grade or equipment of transport facilities as stated in tour brochures to those of lower cost (only when the total price after change becomes less than stated in the Tour Contract.):

Amount of compensation for changes - Tour fare times the following percentage per incident	
If the client is notified by the day prior to start of tour	If the client is notified after start of tour
1.0%	2.0%

(4) Changes in transport vehicles or of the company operating them as stated in Tour brochures

Amount of compensation for changes - Tour fare times the following percentage per incident	
If the client is notified by the day prior to start of tour	If the client is notified after start of tour
1.0%	2.0%

(5) Change in accommodation facilities or the name of the company operating them as stated in tour brochures:

Amount of compensation for changes - Tour fare times the following percentage per incident	
If the client is notified by the day prior to start of tour	If the client is notified after start of tour
1.0%	2.0%

(6) Change in type of rooms at hotels, etc., their facilities, or view as stated in tour brochures

Amount of compensation for changes - Tour fare times the following percentage per incident	
If the client is notified by the day prior to start of tour	If the client is notified after start of tour
1.0%	2.0%

(7) Regarding changes in items (1) through (6), above as relating to the tour title in brochures, these rates shall apply instead of those for the above items

Amount of compensation for changes - Tour fare times the following percentage per incident	
If the client is notified by the day prior to start of tour	If the client is notified after start of tour
2.5%	5.0%

Note 1:	In the event that changes should occur between the details set forth in the brochure and those in the final schedule, or between the details set forth in the final schedule and the actual travel services provided, each change shall be respectively handled as one change.
Note 2:	With regard to changes set forth in (7) above, compensation rates set forth in (1) through (6) shall not apply, and the compensation rate set forth in (7) shall apply.
Note 3:	For transportation facilities, one change shall be deemed as one change per one ship or automobile boarded; for accommodation facilities, one change per overnight stay; and for other travel services, one change per one item.
Note 4:	In the event that multiple instances of the changes set forth in (4), (5), and (6) should occur per one ship or automobile boarded or per overnight stay, such changes shall nevertheless be deemed as one change per one ship or automobile boarded, or as one change per overnight stay.

Note 5:	In the event that transportation facilities set forth in (3) and (4) accompany usage of accommodation facilities, changes shall be deemed as one change per overnight stay.
Note 6:	For company name changes in transportation facilities as set forth in (4) and name changes in accommodation facilities as set forth in (5), these shall be deemed as changes if the facilities themselves have been changed.
Note 7:	With regard to company name changes made to transportation facilities, changes including raises to a higher grade or facility shall not apply.

Should major changes occur in Travel Contract contents as stated in the left-hand column of the following table (except for changes mentioned in the 1) through 3) below, Byung-Byung Tours Co. shall calculate the change compensation money by multiplying tour fares by the rate indicated in the right-hand column of the table, and make refund to the client within 30 days counting from the day when the tour ends. However, if it is evident that liability as set forth in Article 18-1 occurs owing to said changes, Byung-Byung Tours Co. shall pay the amount not as compensation for changes but as either a portion or total amount of indemnification for damages.

1.	1)	Byung-Byung Tours Co. shall not pay compensation for changes when they occur for the following reasons (however, compensation shall be paid in the event of shortage, even when services are provided, such as for seats, rooms and other facilities)
	a.	Bad weather and natural disasters which hinder the tour itinerary.
	b.	War.
	c.	Civil unrest.
	d.	Governmental orders.
	e.	Suspension of services involving transportation, accommodations, etc., such as cancellation, interruption, cessation, etc.
	f.	Provision of transport services different from the original schedule, owing to delays or changes in operation schedules.
	g.	Necessary measures to prevent tour participant death or bodily harm.
	2)	Should cancellation in the Tour Contract be made in accordance with Articles 12 through 14, and should changes occur in such canceled portions, Byung-Byung Tours Co. shall not pay compensation.
	3)	Even if major changes occur in Tour Contract contents, as stated in the left-hand column of the following table, Byung-Byung Tours Co. shall not pay compensation if they are changes in the Final Tour Itinerary, and the changes are within the scope of services stated in tour brochures.
	g.	Theft.
2.		Regardless of Clause 1 hereinabove, the maximum amount of compensation for changes paid by Byung-Byung Tours Co. under one organized Tour Contract shall be the tour fare multiplied by 15%. This money will not be paid, however, if the total amount is less than 1,000 yen.
3.		When the situation warrants, Byung-Byung Tours Co. shall indemnify the client by offering economic benefits equivalent to compensation money, or damage indemnification instead of cash payment, if the client so agrees.
4.		If, after Byung-Byung Tours Co. has compensated for changes made in accordance with Clause 1 hereinabove, it becomes evident that Byung-Byung Tours Co. is responsible for the changes as stated in Article 18-1, Byung-Byung Tours Co. shall pay the client for the damages mentioned in Article 18 after deducting the sum already paid under the terms of Clause 1 hereinabove.
5.		Byung-Byung Tours Co. shall not provide compensation when the order in which tour services are provided change from those originally stipulated when all services are provided during the tour.

22. Correspondence Contract

When we receive an application from a credit cardholder (hereinafter referred to as a "member") of a credit company we deal with, based on the conditions of "receiving payment of travel charges, cancellation fees, etc., without the signature of the member" (hereinafter referred to as a correspondence contract), the travel conditions are different from the ordinary travel conditions in the following points: (Some travel agencies may not be able to handle this type of application. The types of cards that are handled vary among travel agencies.)

1.	A contract shall be based on "travel business-related stipulations that are used for conclusion of a travel contract by Correspondence means contract."
2.	A contract shall be concluded at the time when we consent in the case of application by telephone, and when we issue a notification of our consent in the case of other communications means. At the time of application, information of the "member number, card expiration date," etc., shall be provided.

3.	A "card usage date" shall be the day of payment or repayment of travel charge, etc. The card usage date for travel charges shall be the "date when a contract is concluded." The card usage date for cancellations fees shall be "the day cancellation of a contract is requested (when a request for cancellation is made on or after the card usage date for travel charges, repayment shall be made within seven days from the day after the request."
4.	When payment cannot be made using the credit card a member applies with due to a credit reason, etc., we shall cancel the Correspondence Contract, and be entitled to the same amount as the cancellation fees mentioned in the above, as payment for damage caused by a breach of contract. However, this shall not apply if travel charges are paid in cash by a date we designate separately.

23. Recommendation for Domestic Travel Insurance

During travel, injuries may incur large sums of treatment costs or transportation costs. Accidents may also result in claims for damages and compensations in amounts which are difficult to collect from the offender. In order to secure oneself against such cases, we recommend that the customer take out domestic travel insurance of a sufficient amount. For information regarding domestic travel insurance, please consult the sales staff of the shop at which you applied to the tour.

24. Privacy Policies

Byung-Byung Tours Co. and its entrusted travel agencies as consigned with Byung-Byung Tours Co. use the personal information provided in the tour application forms only for communicating with clients and for arranging transportation and accommodations to provide the services request by the client.

25. Standard of Tour Conditions and Fares

The tour conditions and tour fares specified in this pamphlet are valid as of Oct. 1st, 2020

26. Others

1.	The client shall pay the expenses incurred when he or she asks for the personal accompaniment of a tour conductor for such purposes as guiding shopping, etc., costs arising from client injury or illness, the return of lost baggage or articles left behind owing to personal negligence, as well as changes incurred by independent activity.
2.	The client shall accept all responsibility for decisions regarding individual purchases at souvenir shops even when said shops are introduced by Byung-Byung Tours Co. or its local tour operators.
3.	Other matters are subject to the Byung-Byung Tours Co.'s Travel Contracts, including related tour documents presented separately.
4.	These terms and conditions are subject to change to Byung-Byung Tours Co. Travel Contract and governed and construed by the laws of Japan.
5.	The Tokyo District of Japan shall handle all controversies arising from the interpretation and performance of these Terms and Conditions.
6.	Byung-Byung Tours Co. does not re-conduct a tour under any circumstance.

Regularly Scheduled Sightseeing Tours

- Reservations

Reservations are accepted at Byung-Byung Tours Co.'s website, phone, facsimile, up to 1 months in advance.

- Boarding procedures

All customers who have booked on tour should show up at the departure point at least 15mins. before the departure time on the day of the tour.

Customers who have not booked on tour are regarded as walk-in customer, therefore, if there are non-booked seats available, the seats will be served as first-come, first-serve policy for walk-in customers. Walk-in Customer and non-booked customer are requested to show up at the departure point at least 20mins. before the departure time on the day of the tour. When Walk-in Customer and non-booked customer will join the tour, payment will be made by cash (local currency) or credit card (VISA, Master, AMEX, JCB) at the departure point before the tour begin.

- Smoking in buses

No smoking is allowed inside buses. Your cooperation is appreciated.

- Changes to tour operations

Tour itineraries may be changed without prior notice due to issues involving transportation, sightseeing facilities, traffic conditions, or other circumstances. Due to road conditions, tours may end later than the scheduled time. Please allow extra time when purchasing tickets for return transportation or other arrangements. Based on the Road Transportation Act, regularly scheduled sightseeing buses operate as general shared-passenger automobile transport service (route bus).

Handling of Personal Information

(1)	Byung-Byung Tours Co. and the commissioned travel agency that requested travel ("Agency") may use personal information submitted when requesting travel within the necessary scope to contact customers and arrange transportation, lodging, etc. Customers' personal information may also be used to develop improved travel products and provide travel product information to customers.
(2)	Of customers' personal information stored by Walk-in Customer and non-booked customer are may use the minimum necessary scope of personal information when contacting customers in order to provide information about products, services, campaigns, and other matters handled by each company.
(3)	Byung-Byung Tours Co. may provide transportation, lodging and other facilities as well as the Agents making arrangements with customers' names, addresses, telephone numbers and other information within the necessary scope in order to arrange the requested travel.
(4)	In addition to the above, please inquire at Byung-Byung Tours Co. website (http://www.byungx2.com) for more information regarding Byung-Byung Tours Co. policy on the handling of personal information.