

## TERMS AND CONDITIONS FOR TRAVELLERS

### 1. General

1.1 All business undertaken, including any advice, information or service provided or booked, whether gratuitously or not, by Japan HR Solutions Co. Ltd (“the Company”) shall be subject to these trading conditions. No amendment or alteration of these conditions shall be binding on the Company unless reduced in writing and signed by a director of the Company. No act or omission of the Company shall be construed as a variation or a waiver of any of these conditions.

1.2 The Customer must ensure that all employees or representatives instructing the Company on behalf of the Customer are duly authorized. The Customer hereby acknowledges that it will be bound by the actions of its employees and or representatives when such persons act with the Company on behalf of the Customer.

1.3 The contract raised between the client and Japan HR Solutions Co. Ltd will be concluded when full payment has been received for services delivered by Japan HR Solutions Co. Ltd.

1.4 Japan HR Solutions Co. Ltd and its employees apply and use the Customer’s provided personal information only to the extent necessary for Tour bookings and delivering other services required by the Customer pertaining to travel or to inform the Customer of new Tour services or to request Customer comments regarding travel/services.

1.5 General Data Protection Regulation (GDPR) is a regulation that requires businesses to protect the personal data and privacy of EU citizens.

1.5.1 The types of data that are protected:

- Basic identity information such as name, address and ID numbers
- Web data such as location, IP address, cookie data and RFID tags
- Health and genetic data
- Biometric data
- Racial or ethnic data
- Political opinions
- Sexual orientation

### 2. The Parties

2.1 The Customers are either:

2.1.1 a tour operator; who contracts with the Company;

2.1.2 a travel agent, who contracts with the Company, on behalf of third-party travelers (the client/s of such travel agent or tour operator); or

2.1.3 a traveler’s booking contracting in his/her/its personal capacity, with the Company.

2.2 The Company is duly incorporated in accordance with the Travel agency law of Japan, with Aichi Prefectural Governor Registered Travel Agency No. 3-1475 having its principal place of business at 4-2-10 Sakae, Naka Ward, Nagoya City, Aichi Prefecture, Japan. The Company

possesses all licenses and permits necessary to conduct business as a tour operator/booking agent in Japan.

### **3. Domicilium Address**

The Customer chooses as its/his/her domicilia et executandi for all purposes under this Agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature, arising from any transaction or claim, which is governed by these terms and conditions, the physical address and facsimile number and email address set out in the Customer Particulars Schedule. Any notice given by any party to any other, which is transmitted by facsimile copy to the addressee at the addressee's facsimile address for the time, or via email to the designated email address in the Customer Particulars Schedule, shall be presumed, until the contrary is proved by the addressee, to have been received by the addressee on the date of successful transmission thereof.

### **4. Exclusion of Liability, Suppliers Terms & Risk**

4.1. The Company represents hotels, airlines, car rental companies and related travel organizations ("the Suppliers") as agent(s) for the Suppliers. The Company utilizes the products of these travel suppliers ("the Tour").

4.2 The Company contracts with the Suppliers as principal and not on each other's behalf.

4.3 The booking of the supply of the products may be in the Company's name, or the Supplier may undertake to supply the product to the Company, but it is unequivocally understood between the Company and the Supplier that the Company will not make use of the supply or provide the product to the traveler. The Supplier is obliged to render the product, paid for by the Company, to travelers whose names will be furnished to the Supplier in due course by the Company. Thus, the Supplier knows that the products, to be rendered in the future, will be rendered to travelers in terms of the agreement it has with the Company. Moreover, the Supplier knows that if it renders the future products to the travelers satisfactorily, this will constitute performance in terms of the agreement with the Company, discharging the Supplier's obligation towards both the Company and the traveler, the latter of whom will be the recipient.

4.3 While the Company makes every effort:

4.3.1 to engage quality suppliers among the airlines, hotels, tour operators and other service providers to provide the travel products making up the Tour; and

4.3.2 to ensure that the various services making up the Tour will be carried out efficiently and as specified, it does not have direct control over the provision of services by Suppliers and shall not be liable for any loss, damage, injury, additional cost, accident, delay, irregularity that may be occasioned by any error or default, act or omission of any Supplier in carrying out the arrangements of the Tour, or otherwise in connection therewith.

4.3.3 The Company accepts no liability for:

4.3.3.1 changes, omissions or delays before or during the course of the Tour occasioned by technical difficulties, weather conditions, communication breakdowns or events beyond the control of the Company;

4.3.3.2 any cancellation or curtailment of the Tour as a result of the Customer's personal circumstances, e.g. death or illness,  
"The Changed Circumstances Event/s".

All expenses occasioned by the Changed Circumstances Event/s, including but not limited to unscheduled extensions or curtailment of accommodation, changes to scheduled flights, additional airfares, telephone and meal costs, etc., will be for the Customer's account.

4.3.4 If in the opinion of the Company the fulfillment of the Tour is considered impossible, illegal or inadvisable because of weather conditions, unrest, strikes, war and/or any other adverse factors beyond the Company's control, the Company may at any time cancel the Tour or what remains of it or make alterations to the route, accommodation, price and/or any other aspect thereof as it deems fit, and any losses and expenses resulting from such cancellation or alteration shall be for the account of the Customer.

4.3.5 All bookings are subject to the terms and conditions specified by the Supplier of the services which make up the Tour. The Company will provide on request, the identity of the Supplier and such Supplier's terms and conditions may include, but are not limited to, provisions regarding the cancellation fees or amendment fees applicable to confirmed reservations, refunds/no refunds for no-shows/ unused services; late booking fees; baggage allowances and confirmation of flights. The Customer must reconfirm his/her flight within 72 hours prior to departure.

4.3.6 Save in the event of willful misconduct or gross negligence by the Company, neither the Company nor its holding or parent company or representatives shall be liable for any loss, injury, death or damages, arising from the Tour.

4.3.7 The Company will not be responsible for any charges that appear on a traveler's credit card not levied/effectuated directly by the Company (e.g. a credit card charge by a hotel), nor accept responsibility for having any of these charges reversed or corrected upon the traveler's return to his/her country of departure/final destination.

4.3.8 Where the Customer is a tour operator or travel agent, it is contracting with travelers, and that such traveler's participation in the Tour offered by the Company, is subject to these standard terms and conditions and provide a copy of same to the traveler on request. The travel agent, traveler or tour operator in question, indemnifies and holds the Company harmless against all claims for damages, loss, injury or expense, which any traveler may claim against the Company in the event that such claim is excluded under the terms and conditions set out herein.

4.3.9 Where the Customer books travelers who are members of the Customer's group, including but not limited to family members or minor children, the customer in question, in booking, indemnifies and holds the Company harmless against all claims for damages, loss, injury or expense, which any

such member of the group may claim against the Company in the event that such claim is excluded under the terms and conditions set out herein. This indemnity shall be binding on the estate of the Customer who so indemnifies the Company.

4.3.10 Should Japan HR Solutions Co. Ltd deem it necessary to cancel a Tour (including clause 4.3.4.) then the contractual relationship between Japan HR Solutions Co. Ltd and Customer will cease to exist for that time forward and will have no retroactive effect save for— and subject to the full payment of, including but not limited to, fees, penalties, expenses, losses etc. by the Customer for portions of service delivery already undertaken by Japan HR Solutions Co. Ltd for the Customer. Therefore, it will be deemed that Japan HR Solutions Co. Ltd has effectively performed its obligations for travel services already provided to the Customer.

4.3.11 Should Japan HR Solutions Co. Ltd incur losses as a direct result of the Customer's negligence, willful misconduct, deception, error or omission, then the Company may seek compensation from the Customer for such losses incurred.

## **5. Quoted Prices & Price Variations**

5.1 Prices quoted:

5.1.1 in the most current release of the Company's brochure price schedule;

5.1.2 in any of the Company's scheduled escorted tour price schedules;

5.1.3 in any specific FIT or group quote issued by the Company,  
are:

a) subject to adjustment in accordance with Clause 5.1(b), valid and guaranteed by the Company, only for the period of validity as stated on the price schedule/quote in question;

b) subject to increase, forthwith on notice by the Company, in respect of any fuel surcharge and/or increase in entrance fees and/or government and/or regional levies and/or taxes.

5.2. The Company reserves the right to adjust prices, on expiry of any period of validity of a price schedule/quote issued by the Company, by way of a revised price schedule/quote, in accordance with, e.g. increases in airfares, hotel rates, transport costs and currency fluctuations.

5.3. Airfares are subject to the prices and conditions quoted by the airlines and cannot be guaranteed by the Company.

5.4 All information contained in the Company's brochure/itinerary and price schedules are to the best of the Company's knowledge and believed to be true and correct, but the Company accepts no liability for any errors/inaccuracies contained therein.

5.5 Terms and conditions, including any exclusion of bookings, or discounts applicable to minor children, are as set out in the specific price schedule, or quote.

5.6 Prices set out in the price schedule/quote, do not include any items or services not specified therein (and/or the brochure and/or the Company confirmation of booking). Typical items not included may be, but not limited to: a tour guide, airport taxes, costs of obtaining visas and

passports, telephone calls, laundry, entertainment arrangements, gratuities and portage, meals and beverages, additional airfares or any other item of a personal nature not specified.

5.7 In the event of any conflict between these terms and conditions and the Company booking confirmation, the provisions of the Company booking confirmation shall prevail.

## **6. Reservations**

6.1 The Company does not accept any legal or contractual obligations in relation to provisional booking requests.

6.2 Once the Customer makes an unconditional booking request, whether telephonically or by facsimile or email or on any web enabled booking system to the Company, the Company shall forward a written confirmation of booking by facsimile or email.

6.3 On transmission of the Company confirmation of booking:

6.3.1 a binding contract between the Customer and the Company shall result on the terms and conditions set out herein, read together with the relevant pricing schedule and/or quote and/or brochure itinerary and/or Company confirmation of the booking; and

6.3.2 the Customer shall be liable to pay the tour price as set out in the Company confirmation of booking (alternatively, the price schedule/quote applicable to such reservation).

## **7. Payment and Penalty Fees**

7.1 Payment shall be due and payable by the Customer on or before the time periods set out in the specific Company booking confirmation.

7.2 Unless the booking confirmation specifies otherwise, the Customer shall be liable to effect payment to the Company of:

7.2.1 a deposit of 20% of the total price.

7.2.2 the balance owing of the total price on the booking no later than 60 (sixty) days prior to departure, on presentation of the Company's invoice in respect thereof.

7.3 In the event of any reservation within 60 (sixty) days prior to departure, the total price shall be immediately due and payable on confirmation. Cancellation terms apply on confirmation as per clause 8 below.

7.4 In relation to all time periods stipulated for payment in the specific Company booking confirmation, time shall be of the essence and the Company shall be entitled to cancel any reservation where payment (including deposits) have not been made by due date.

7.5 Where a deposit has been paid and the reservation is subsequently cancelled by the Company, for failure to pay the balance outstanding, the deposit paid will be forfeited to the Company.

7.6 Documentation and vouchers will only be delivered to the Customer on receipt of payment in full and completed booking forms and travel declarations (if applicable) by the Company

7.7 The Company will accept payment for all land arrangements in cash only. Payment by TT, online link or EFT will constitute a cash payment. Acceptance of credit card payments are at the Company's sole discretion and may be declined without explanation.

7.8 When payment is made in a different currency to the currency quoted in the brochure/quote, then acceptance of payment in a foreign currency must first be approved by the Company, and will be subject to the rate of exchange, applied by the Company's bankers at the time of receipt of payment. The Customer shall be liable to effect payment to the Company of any shortfall (and the Company shall be responsible to reimburse the Customer for any overpayment), resulting from exchange rate fluctuations.

7.9 The Company reserves the right to charge a booking fee and/or a handling fee which will be included in the total price.

7.10 The Company shall be entitled in its sole discretion to appropriate any amounts received by the Company from the Customer towards the payment of any cause, debt or amount owing by the Customer to the Company whatsoever. Each payment made by the Customer to the Company, shall be applied firstly in respect of interest accrued and the balance, if any, shall be applied in reduction of the capital sum.

7.11 A certificate/documents under the hand of any director/officer of the Company as to:

7.11.1 the existence and amount of any indebtedness at any time of the Customer to the Company ("the debt");

7.11.2 the fact that the due date for payment of the debt has arrived;

7.11.3 the amount of interest accrued on the debt;

7.11.4 any other fact, matter or thing relating to the Customer's debt and/or obligations, in terms of any booking or indebtedness between the Customer and the Company, shall for the purpose of provisional sentence or summary judgement or any other proceedings against the Customer in any competent court be:

- a. prima facie proof of the correctness of the matters stated therein;
- b. deemed to be sufficient particularity for the purposes of pleading or trial; and
- c. valid as a liquid document for those purposes.

7.12 Notwithstanding anything to the contrary herein, the Customer shall be obliged to pay the Company the whole of the outstanding balance of its debt, together with accrued interest thereon immediately, and the Company shall be entitled to proceed for the immediate recovery thereof without prior notice to the Customer and without prejudice to the Company's other rights in law and/or without prejudice to any claims which the Company may have against the Customer arising from any breach of these terms and conditions or any booking, shall:

7.12.1 The Customer fail to pay any amount due by the Customer to the Company in terms of this agreement on the due date for payment thereof; or

7.12.2 The Customer fail to have any judgment granted against it set aside within 14 (Fourteen) days after the date on which any such judgment is granted against the Customer; or

- 7.12.3 The Customer breach any material term hereof; or
- 7.12.4 The Customer compromise or attempt to compromise with any of its creditors; or
- 7.12.5 The Customer commit any act which, if committed by an individual, would constitute an act of insolvency; or
- 7.12.6 The Customer be placed in liquidation or judicial management or being wound up, whether provisionally or finally and whether voluntarily or compulsorily.

## **8. Cancellation & Amended Booking Fees**

8.1 In the event of the Customer cancelling their reservation for any reason, such cancellation must be made in writing (or if made telephonically, confirmed forthwith in writing), in which event the Customer shall be liable for:

8.1.1 The Company's cancellation charges are as follows, unless the booking confirmation specifies otherwise:

- From the time of booking until 1 month before the departure date: 10% of the total fee
- From 1 month to 1 week before the departure date: 50% of the total fee
- Within 1 week of the departure date: 100% of the total fee

8.1.2 Any further special cancellation charges that, e.g. may apply for peak periods, as is set out in the Company's booking confirmation (which shall take precedence and substitute the cancellation charges due in terms of Clause 8.1.1);

8.1.3 All cancellation charges of the Supplier/s of the products and services, to which the booking relates, save that the liability of the Customer shall be in respect of the greater of either the cancellation charges in respect of this Clause 8.1.3, or the cancellation charges due in terms of Clause 8.1.1 or 8.1.2 (as the case may be).

8.2 Amendments and all cancellations en route must be made with the Company directly. The Customer shall be liable for all costs (including repatriation and the administrative fees of the Company incurred as a result of any en route cancellations, by the Customer including but not limited to cancellation because of ill health or injury.

8.3 The Company has the right to charge for amendments to reservations at a change fee of:

8.3.1 Amendments received 30 (thirty) days or more prior to departure will attract additional service fees: for each alteration made to the booking after the initial reservation plus the Company's and/or Suppliers published administration charges (from time to time), will be levied on all documentation or vouchers submitted for re-issue or refund.

8.4 No refunds will be made for no-shows, or any unused services irrespective of whether they form part of the basic inclusive tour price, or whether they are in respect of pre-booked or optional arrangements.

## **9. Changes to Hotels, Coaches, Vehicles & Other Services**

9.1. The products and services included on all booking itineraries are subject to availability. The Company reserves the right to substitute hotels or coach operators or other services listed with others of the same or next available higher or lower category, at no additional cost to the traveler, even after commencement of the tour.

9.2. The Company reserves the right to use smaller or larger vehicles on scheduled escorted tours should final traveler numbers justify such change.

## **10. Accommodation**

Unless specifically stated otherwise in the itinerary, pricing schedule or quote, all accommodation is based on 2 (two) people sharing per room. Restrictions on the number of adults and/or children per room, are as stated in the specific quotation or Supplier's terms and conditions, which restrictions are available on request. Specific room/bed requests are subject to availability and additional costs at the time of enquiry.

## **11. Special Requests**

Special requests must be made at the time of booking. The Company will endeavor to comply with the special requests, which will be for the cost of the traveler, but cannot guarantee that such requests will be met.

## **12. Travel Documents, Passports, Visas, Vaccinations, Inoculations and Re-entry Permits and International Driver's Licenses**

12.1 All travelers will be personally responsible for ensuring that they are in the possession of and have complied with:

12.1.1 the correct travel documentation, including passports valid for the minimum period after the tour, required by law in each country the traveler will visit;

12.1.2 the correct visas/re-entry permits, valid for the countries visited – the visa costs incurred are for the passenger's own account; and

12.1.3 health, foreign exchange and other legal requirements.

12.2 The Company shall not be responsible for any consequences whatsoever should the traveler fail to ensure that he/she has complied with the necessary health, passport, visa, re-entry permits, or other legal requirements. Due to the constantly changing requirements of each country, the Company shall not be responsible or liable for any information, which it or its representative may furnish to the traveler in relation to the above. The onus shall always rest with the passenger to ensure that he/she has complied with such requirements.

12.3 If a traveler intends to drive a rental car, he/she should obtain an international driving permit from his/her local transport authority. The traveler must also be in possession of his/her local driving license and produce same at the car rental check-in counter.

### **13. Insurance**

13.1 All travelers are advised to and are solely responsible to take out comprehensive travel insurance and to familiarize themselves with any exceptions and conditions as may be imposed by the insurance company or underwriters issuing the policy of insurance which they select. The Company shall not be responsible or liable:

13.1.1 for any information which it or its representatives furnish in relation to travel insurance; or

13.1.2 for filing/prosecuting a claim on the traveler's behalf against any insurer/underwriter who has issued a policy to the traveler;

13.1.3 for any claim disputed/rejected by the insurers.

### **14. Jurisdiction and Dispute Resolution**

14.1. All matters arising from or in connection with these terms and conditions and any contract concluded by the customer with the Company, their validity, existence and termination shall be determined in accordance with the laws of Japan.

14.2 If any dispute, controversy or claim arising out of or relating to the existence, interpretation, validity, application, breach or termination of this agreement occurs between the parties, they agree to attempt resolving such dispute, controversy or claim in a court in Japan.

### **15. General Terms**

15.1. The Company shall not be bound by any representation, warranty, promise or the like not recorded herein or agreed to by it in writing. No representation, term, warranty or condition express or implied shall be considered to be or to have been made or agreed to or implied by reference to any other writing, advertisement or conversation.

15.2. No indulgence, which the Company/ies may grant to any party, shall constitute a waiver of any of the rights of the Company who shall not thereby be precluded from exercising any rights against the customer and/or the traveler which may have arisen in the past or which might arise in the future.

15.3. Each term or condition of these terms and conditions shall be separate and separately enforceable from the other terms and conditions herein and shall in no way be limited or restricted by reference to or inference from any other terms or conditions. If any term or condition herein, shall be found to be illegal or unenforceable then the remaining terms and conditions hereof shall be and remain binding.

15.4 Should the Company appoint a tour guide in respect of any tour, then the traveler shall be obliged to comply with all reasonable instructions of such tour guide. The Company reserves the right

to terminate the tour of any traveler who wrongfully or unlawfully fails to adhere to the reasonable instructions of an appointed tour guide, and/or causes any wrongful disruption, disturbance or nuisance to any other traveler, tour group or service provider.

15.5 All travelers shall comply with general Codes of Conduct as issued by the Company from time to time, including any prohibition on smoking imposed on any coaches and at any hotels/venues on any tour.

15.6 The Customer shall be solely responsible for ensuring that he/she is physically and mentally capable of undertaking the journey and participating in the activities that constitute the tour itinerary.

15.7 Unless otherwise specifically agreed to by the Company in writing all payments made by the client to the Company must be made into the following bank accounts:

Bank: SETO SHINKIN BANK

SWIFT: SSBKJPJZXXX

Branch Code: 015

Branch Name: KURUMAMICHI

Branch / 2-11-26 Tsutsui, Higashi Ward, Nagoya City, Aichi Prefecture, Japan

**Beneficiary**

Account Number: Saving account 0839317

Account Name: Japan HR solutions Co.,Ltd.

Adress: 4-2-10 Sakae, Naka Ward, Nagoya City, Aichi PrefecturePrefecture, Japan

Postal code: 460-0008

All bank charges relating to any deposit will be for the Customer's account and shall be paid in addition to the amount due to the Company.