#### Establishment of

"Guidelines for Online Travel Agents Operating Japanese Websites for Reservations (OTA Guidelines)"

With the advance of the Internet, the scale of online travel transactions has been increasing year by year. When conducting online travel transactions, however, problems related to contracts may arise because a verbal explanation of contract conditions is not provided. Furthermore, apart from travel booking websites which are operated by domestic online travel agents (hereinafter referred to as "OTAs"), there are various other kinds of websites, for example, websites operated by foreign OTAs, metasearch engines that just compare and display other companies' tours and websites that sell ad space to hotels. Among these, while some websites are registered as travel agent businesses pursuant to the Travel Agency Act, others are not. The types and conditions of contracts differ depending on the website. A panel of experts convened in 2013 pointed out the necessity of formulating guidelines for OTAs operating Japanese websites for reservations in order to prevent consumers from encountering problems. Therefore, with the establishment of the "OTA Guidelines Committee" in January 2015, the Japan Tourism Agency deliberated on and formulated appropriate guidelines for display methods on websites of OTAs etc., and issued the "Guidelines for Online Travel Agents Operating Japanese Websites for Reservations." (For a summary, see Attachment 1; for the full text, see Attachment 2.) The Guidelines cover appropriate content to be displayed and the display methods etc. for the items which need to be displayed, such as "basic information on the OTA etc.," "contact information," "contract-related items," and "contract confirmation screen etc."

Individual travel agents are expected to modify their website displays in an appropriate manner according to the type of website they operate and their circumstances, and to endeavor to make the display easier for travelers to understand.

For general consumers, we have prepared an information leaflet summarizing the items to be checked when using a travel booking website operated by an OTA etc. The leaflet will be available on the website of the Japan Travel Agency etc. (See Attachment 3).

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### Outline of Guidelines for Online Travel Agents Operating Japanese Websites for Reservations

- ⊙ Thus, with the establishment of the "OTA Guidelines Committee" in January 2015, the Japan Tourism Agency deliberated on guidelines for OTAs operating Japanese websites for reservations. As a result, guidelines have been formulated requiring the display of the items shown below on websites of OTAs etc.

#### 1. Basic Information on the OTA Etc.

- ⊚ Basic information such as name, address, and other details of the OTA etc., as well as whether the OTA is registered as a travel agent business or not is necessary for travelers to be able to initiate transactions with the OTA etc. without anxiety. Therefore, OTAs etc. are required, before completion of any purchase, to display in an appropriate manner the items shown below.
- (1) Name: Legal entities are required to display a registered trade name. It is inappropriate to display only a popular name, a shop name, or a name of a website.
- (2) Location: Legal entities are required to display a registered address, and a sole proprietor is required to display an address where he/she is currently conducting business activities.
- (3) Name of representative: Legal entities are required to display a name of a representative or a person responsible for operations related to online travel transactions.
- (4) Whether registered as a travel agent business or not: OTAs are required to display whether or not they registered as a travel agent business pursuant to Travel Agency Act of Japan.

#### 2. Contact Information

- © In order to enable travelers to make inquiries in a timely manner, OTAs etc. should have in place systems to respond to inquiries, and should appropriately display each of the items below regarding those systems.
- (1) Contact methods (telephone number, email address etc.): It is preferable if multiple contact methods are displayed.
- (2) Hours available: The hours available for inquiries must be displayed based on Japan time.
- (3) Languages available: If inquiries in Japanese cannot be handled, a notice to that effect must be displayed, together with the languages that are available.

#### 3. Contract-related Items

- ◎ In order to prevent problems related to contract conditions, each of the items shown below must be displayed in an appropriate manner before completion of any purchase.
- (1) Contracting parties and type of contract: In order to avoid confusion, what kind of contract a traveler is entering into and with whom must be displayed in an appropriate manner. This is particularly the case for metasearch engines and websites that sell ad space to hotels etc.
- (2) Details of transport services, etc.: Appropriate display is required, in light of the Act against Unjustifiable Premiums and Misleading Representations.
- (3) Price of tours and payment method: Information on what kinds of charges (with a breakdown of accommodation charges, commission charges to the OTA, consumption tax etc.) a traveler should pay, to whom these charges should be paid, and the method of payment (payment in advance or payment on arrival) must be displayed.
- (4) Terms of cancellation: Information on the timing for incurring a cancellation charge, the amount of the cancellation charge, the claimant and payment or refund method must be displayed in an appropriate manner.
- (5) Other contractual provisions (general terms and conditions): General terms and conditions must be displayed in such a way that travelers can easily recognize them, with a page set up by which they can be readily confirmed. In particular, it is preferable if provisions that are disadvantageous to travelers (i.e., provisions on liability limitations, governing laws, jurisdiction etc.) are indicated in such a way that travelers will be able to recognize them more easily than other provisions.

(6) Final confirmation screen: A screen must be set up which enables travelers to confirm completely details of transport services etc. and important contract conditions at the stage immediately before purchase, and items related to the above-mentioned contract conditions must be displayed in an appropriate manner.

#### (7) Timing of contract finalization:

Measures must be taken to enable travelers to readily understand that by clicking a button the purchase will be completed and that a transport contract etc. will be entered into, for example by displaying "Purchase" etc. on the button which is for making the final purchase.

#### 4. Contract Confirmation Screen Etc.

○ It is preferable if OTAs etc. take measures such as, for example, sending a traveler an email containing items "2." and "3." Above immediately after the contract has been entered into, and setting up a screen that enables travelers to reconfirm each of those items easily on the website.

# Guidelines for Online Travel Agents Operating Japanese Websites for Reservations

# June 2015 Japan Tourism Agency

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# Guidelines for Online Travel Agents Operating Japanese Websites for Reservations

#### Introduction

In recent years, with the spread of the Internet, the number of online transactions in the travel industry has been increasing. The total sales of online travel agents (hereinafter referred to as "OTAs") amounted to \$\Pmathbb{4}1,569.9\$ billion in fiscal 2013, an increase of 60% from the \$\Pmathbb{4}989.5\$ billion recorded two years earlier in fiscal 2011 (according to a survey by PhoCusWright Japan). Of the total sales for accommodation and transport businesses (hereinafter collectively referred to as "Service Providers"), sales through OTAs accounted for approximately 13% (estimate for fiscal 2013, according to a survey by PhoCusWright Japan). As this suggests, online travel transactions have come to occupy a primary position. In particular, momentum has been increasing among OTAs based overseas that are launching a Japanese website to serve Japanese travelers (hereinafter referred to as "Foreign OTAs"). Accordingly, the number of travelers who use Foreign OTAs to make reservations for travel has been increasing.

In order to operate a travel agent business in Japan, businesses are required to register as a travel agent business pursuant to the Travel Agency Act (Act No. 239 of 1952) and to comply with the obligations arising from the same law. In addition, in order to conduct online travel transactions, travel agents are required to display in an appropriate manner information concerning their registration a description of their business conditions etc. on their own website in compliance with the official notice entitled "Handling of Travel Business Using Internet Transactions" (Tourism Industry Division, Policy Bureau, MLIT No. 289 of 2007) and the guidelines decided by the Japan Association of Travel Agents based on the official notice. (Hereinafter, an OTA based in Japan and operating a business in accordance with the Travel Agency Act of Japan is referred to as a "Domestic OTA".)

However, most Foreign OTAs are not registered as travel agent businesses in Japan. Furthermore, websites related to online travel transactions include "websites that sell ad space to hotels etc." and "metasearch engines." These websites merely introduce services and travel products provided by Service Providers or OTAs, and the actual purchases and reservations are made directly between the travelers and the Service Providers or OTAs. As an operator of such a website is not a party to any transaction, it is not required to be registered as a travel agent

business.

Thus, the requirement to register as a travel agent business differs depending on whether an operator is a party to a contract or not and other factors, even among similar websites related to online travel transactions, including websites of Domestic OTAs and Foreign OTAs, those that sell ad space to hotels etc., and metasearch engines (hereinafter collectively referred to as "OTAs etc."). Therefore, when using such websites, travelers often make a purchase and a reservation without knowing who the counterparty to the transaction is and whether the counterparty is registered as a travel agent business. Accordingly, such websites may raise problems from the viewpoint of consumer protection.

These problems were discussed at a meeting held in fiscal 2013 with expert participants. The need for the government to formulate guidelines for OTAs etc. operating Japanese websites for reservations was pointed out, for the purpose of ensuring the safety and peace of mind of consumers and preventing problems with online travel transactions.

With the establishment of an "OTA Guidelines Committee" in January 2015 to respond to the above-mentioned findings, the Japan Tourism Agency has pushed ahead with necessary deliberations regarding the formulation of guidelines for OTAs etc. operating Japanese websites for reservations.

Subsequently, items that must be displayed on websites of OTAs etc. have been determined, as described below. In light of the below-mentioned descriptions, individual OTAs etc. are expected to appropriately modify their displays of information and make continuous efforts to make their displays of information easier for travelers to understand, in accordance with the type of website they are operating.

Information that must be displayed by all OTAs etc., i.e., Domestic OTAs, Foreign OTAs, websites that sell ad space to hotels etc., and metasearch engines, includes: "1. Basic Information on the OTA Etc.," "2. Contact Information," and "3. Contract-related Items: (1) Contracting parties and type of contract and (2) Details of Transport Services Etc.," as described below. Requirements other than the above only apply to Domestic OTAs and Foreign OTAs. (As stated above, Domestic OTAs are required to operate their websites in accordance with the guidelines decided by the Japan Association of Travel Agents. As long as they conform to the guidelines, no problems will arise in terms of the Travel Agency Act. From the viewpoint of protecting travelers further however, it is preferable if they review the display of information on their websites also in light of these Guidelines.)

#### 1. Basic Information on the OTA Etc.

Basic information such as name, address, and other details relating to an OTA etc., as well as whether the OTA is registered as a travel agent business or not, is necessary to enable travelers to start transactions with the OTA etc. without anxiety. Therefore, OTAs etc. are required, before completion of any purchase, to display at least items (1) to (4) shown below, in a visible place, and in such a way that travelers can easily recognize them.

The preferred way to display the items is as follows:

- \* In an appropriate place (top part etc.) on individual pages including the Main Page, Product Selection Screen (on which a list of multiple transport and accommodation services [hereinafter referred to as "Transport Services Etc."] is displayed to enable travelers to select the Transport Services Etc.), Screen with Details on Products and Contract Conditions (which is displayed after selecting individual Transport Services Etc. on the Product Selection Screen and displays details of the Transport Services Etc.), Final Confirmation Screen (to be defined in 3. Contract-related Items (6) Final Confirmation Screen), and Contract Confirmation Screen (to be defined in 4. Contract Confirmation Screen, Etc.);
- \* With accompanying words ("company profile" etc.) and a using font size which enable travelers to understand readily that such items are stated there; and
- \* By using hyperlinks and pop-ups to enable travelers to confirm the items on the destination screen of the hyperlink etc. readily without having to scroll and/or switch pages repeatedly.

#### (1) Name

With regard to the names of OTAs etc., legal entities are required to display a registered trade name, and sole proprietors are required to display a name registered in the family registry or a trade name registered in a commercial registry. It is inappropriate to display only a popular name, a shop name, or a name of a website.

#### (2) Location

Legal entities are required to display a registered address, and a sole

proprietor is required to display an address where he/she is currently conducting business activities.

#### (3) Name of representative

An OTA etc. which is a legal entity is required to display a name of a representative or a person responsible for operations related to online travel transactions.

#### (4) Whether registered as a travel agent business or not

An OTA is required to display whether or not it is registered as a travel agent business pursuant to Japan's Travel Agency Act. When a Foreign OTA not registered in Japan as a travel agent business is registered and licensed pursuant to foreign travel agency laws or equivalent institutions, it is allowed to display information relating to said registration etc. pursuant to such foreign institutions in place of information on registration in Japan as a travel agent business. (However, the display of information on registration etc. pursuant to foreign institutions is required merely in order to enable travelers to understand easily that the Foreign OTA is a foreign agent. The registration etc. pursuant to a foreign institution does not have legal force equivalent to registration in Japan as a travel agent business.)

#### 2. Contact Information

In order to enable travelers to make inquiries at OTAs etc. in a timely manner in the event that they have questions about the details, contract conditions etc. of the Transport Services Etc. that they want to purchase, or if a problem arises after a purchase has been completed, the OTAs etc. should have in place a system to respond appropriately to inquiries from travelers and should display items (1) to (3) below in a readily visible place, before completion of any purchase and in such a way that travelers can easily recognize them.

As for the manner of display, in order to enable travelers to make an inquiry in a timely manner, it is preferable to display the items:

\* In an appropriate place (top part etc.) on individual pages including the Main Page, Product Selection Screen, Screen with Details on Products and Contract Conditions, Final Confirmation Screen, and Contract Confirmation Screen;

- \* With accompanying words ("contact method," "help," etc.) and using a font size which enable travelers to understand readily that such items are stated there; and
- \* By using hyperlinks and pop-ups to enable travelers to confirm the items on the destination screen of the hyperlink etc. readily without having to scroll and/or switch pages repeatedly.

#### (1) Contact methods (telephone number, email address etc.)

It is preferable if as many contact methods as possible, including a telephone number and email address, are displayed.

#### (2) Hours available

The hours available for inquiries must be displayed based on Japan time, even if the contact is overseas.

#### (3) Languages available

If inquiries in Japanese cannot be handled, Foreign OTAs are required to display a notice to that effect and to display the languages that are available.

Since the business is conducted on Japanese websites for travelers in Japan, it is preferable if inquiries in the Japanese language can be handled.

#### (4) Matters to be considered

A number of complaints concerning the quality of customer support services have been received from travelers who have used OTAs etc. For example, when making inquiries at OTAs etc., customers had to wait for a long time, were not sure whether the other party could understand Japanese or not, were connected to different operators each time who did not share information among themselves, or did not receive a reply despite having made an inquiry by email.

From the viewpoint of ensuring the quality of customer support services, it is preferable if OTAs etc. have in place points of contact available at any time and improve systems for receiving inquiries, including ensuring that they have the personnel to do so.

#### 3. Contract-related Items

#### (1) Contracting parties and type of contract

Generally, in the case of making a reservation for Transport Services Etc. through an OTA, a contract for the arrangement of Transport Services Etc. ("Arrangement Contract") is entered into between the traveler and the OTA, and a contract on transport or accommodation ("Transport Contract Etc.") is entered into between the traveler and the Service Provider.

However, websites that sell ad space to hotels etc. and metasearch engines merely introduce services or tours offered by Service Providers and OTAs. As actual purchases and reservations are made directly between a traveler and a Service Provider or an OTA, the Transport Contract Etc. or Arrangement Contract is entered into between the traveler and the Service Provider or the OTA.

It is very important for the traveler to have information on the contracting counterparty and the type of contract, i.e., what kind of contract the traveler is entering into and with whom, in order to be able to decide whether or not to enter into the contract (i.e., to make a reservation and a purchase). As mentioned above, the contracting party and the type of contract may vary depending on whether the traveler uses a website operated by an OTA or a website that merely sells ad space to hotels etc. Therefore, cases are often seen where travelers are confused about such matters.

Thus, OTAs are required, before completion of any purchase, to display information on the parties to and the type of each contract to be entered into between a traveler and a Service Provider or an OTA, in such a way that travelers can easily recognize said information.

Operators of websites that sell ad space to hotels etc. and the like are required to display a note to the effect that they are not a party to an Arrangement Contract or Transport Contract Etc., in such a way that travelers can easily recognize said note.

#### (2) Details of Transport Services Etc.

OTAs etc. are required to display in an appropriate manner the details of Transport Services Etc. which a traveler is purchasing, in light of the Act against Unjustifiable Premiums and Misleading Representations (Act No. 134 of 1962), in order to prevent the traveler from thinking that the product is better or more advantageous than it really is.

#### (3) Price of tours and payment method

Information on the conditions and the method of payment (to whom, what kind of charges, and how a traveler should pay) is the most important information for deciding whether or not to enter into a contract (i.e., to make a reservation). Therefore, OTAs are required, before completion of any purchase, to display individual amounts for a) to c) below, the total amount thereof, and individual payment methods (credit card, payment on arrival etc.) in such a way that travelers can readily recognize them.

Some OTAs display only a) on the early Product Selection Screen etc., and display the total price of the tour including b) and c) for the first time on the Final Confirmation Screen. This type of display is inappropriate because a traveler may mistake a) for the total amount to be paid. Whether they display the total price right from the beginning or display only a) on the early Product Selection Screen, OTAs are required to clearly display notes, for example, "tax and commission charges (service charges) will be added" or "exclusive of tax and commission charges (service charges)", following the total price or a), in order to enable travelers to readily understand whether tax and commission charges (service charges) are added to a).

- a) Transport/accommodation charges determined by Service Providers for Transport Services Etc.
- b) Commission charges (service charges) determined by OTAs for arrangements
- c) Consumption tax and local consumption tax for a) and b) above

#### (4) Terms of cancellation

In online travel transactions, there have been various types of problem and consultations related to terms of cancellation (i.e., cancellation charges). It is thought that the problems etc. are attributable to travelers' making a reservation for Transport Services Etc. without sufficiently understanding the terms of cancellation of services.

Therefore, OTAs are required, before completion of any purchase, to display the terms of cancellation, including the timing for incurring a cancellation charge, the amount of the cancellation charge, the claimant to which the cancellation charge should be paid (a Service Provider or an OTA), and a payment or refund method (to whom and how the charge should be paid, and from whom and how the charge should be refunded), in such a way that

travelers can readily recognize said terms.

- a) In cases where no cancellation charge is incurred for a set period, if only the fact that no cancellation charge is incurred for a set period is highlighted in particular and the terms of cancellation after the set period are not displayed in the same place, it cannot be said that the terms are displayed "in such a way that travelers can readily recognize them." At the very least, the complete terms of cancellation must be displayed near the place where "no cancellation charge" or other notes to the effect that no cancellation charges are incurred for a set period are displayed, with accompanying words ("detailed terms of cancellation" etc.) and using a font size which enable travelers to understand all the terms of cancellation easily, and for example by using hyperlinks and pop-ups to enable travelers to confirm the items on the destination screen of the hyperlink etc. readily without having to scroll and/or switch pages repeatedly.
- b) With regard to the timing for incurring a cancellation charge, it is preferable, in particular after completion of a purchase, if the specific date and time (for example, "after midnight on February 25") is displayed on the Contract Confirmation Screen or if travelers are informed through the email covered in "4. Contract Confirmation Screen, Etc." In the case of reservations related to overseas Transport Services Etc., it is preferable if which time zone (Japan time or another time zone) the terms of cancellation are based on is clearly indicated.
- c) There have been a number of problems for and consultations with travelers with regard in particular to cases where a cancellation charge will inevitably be incurred if a cancellation is made after completion of purchase (in short, when cancellation is not allowed). Therefore, a notice must be displayed to the effect that cancellation is not allowed, using a larger font size than the other descriptions and in such a way that travelers can easily recognize said notice without scrolling and switching screens repeatedly.

#### (5) Other contractual provisions (general terms and conditions)

So that travelers can easily recognize general terms and conditions, OTAs are required to set up a page which makes it possible for a traveler readily to confirm the general terms and conditions of a travel transaction ("Screen for Terms of Service"), for example by inserting a hyperlink etc. in words such as

"Terms of Service" displayed at an appropriate place (top part etc.) on each page before completion of any purchase. In addition, OTAs are required to indicate clearly the fact that the general terms and conditions will be the content of the contract between the traveler and the OTA, in a readily visible place and in such a way that travelers can easily recognize said fact.

Some overseas OTAs have provisions like a) to c) below in their general terms and conditions. In general, those provisions are disadvantageous to travelers. Therefore, it is preferable if these provisions are indicated in ways that make them stand out from other provisions, by for example 1) extracting them and displaying them on the Final Confirmation Screen, 2) making it possible to confirm the provisions on the Screen for Terms of Service without having to scroll the screen, or 3) using a larger font size than for other provisions included in the Screen for Terms of Service.

- a) Being governed by foreign laws
- b) Being subject to a foreign court as the agreed exclusive jurisdiction
- c) Limitation of liability of the OTA for damages, or exemption of the OTA from same

#### (6) Final Confirmation Screen

In online travel transactions, travelers are not given an explanatory booklet on business conditions including all contract conditions or oral explanations of the contract conditions; they have to obtain such information in a fragmentary way as the displayed screens change. Travelers may therefore overlook important contract conditions, which can in turn cause problems.

An effective way to ensure that travelers adequately understand the contract conditions and to prevent problems is to set up, in the stage immediately before purchase, a screen that enables travelers to confirm all the details of the Transport Services Etc. and important contract conditions (a "Final Confirmation Screen").

Thus, OTAs are required to set up a Final Confirmation Screen and display the contract-related items (1) to (5), each item under "1. Basic Information on the OTA Etc." and each item under "2. Contact Information" as above, in the manners described in the respective clauses so that travelers can readily recognize them.

In particular, many travelers complete a purchase without checking the

Screen for Terms of Service stated in (5) above. Therefore, it is preferable if OTAs take measures to encourage travelers to confirm terms of service, for example, by creating a hyperlink on the Final Confirmation Screen to jump to the Screen for Terms of Service and setting up a radio button, check box etc. with the statement "I accept the terms of service" adjacent to the hyperlink in order to systematically prevent travelers from completing a purchase without clicking said button etc.

Problems may also arise if a traveler makes a mistake when entering a name, passport number, email address, payment method etc..: for example, they may not be able to use the air ticket they are issued, they may not receive their reservation confirmation email, or there may be a mistake in any credit card settlement made. Therefore, it is preferable if OTAs take measures such as setting up a confirmation box for all data entered by a traveler on the Final Confirmation Screen.

#### (7) Timing of contract finalization

In online travel transactions, problems often arise as a result of a traveler making a reservation twice because he/she thought a purchase had not yet been completed when in fact it already had.

With the aim of preventing such problems, OTAs are required to take measures such as displaying "Purchase" etc. on any button which is clicked to complete the purchase, and displaying "The purchase has been completed" etc. in a large font on the screen which appears after clicking such a button, in order to enable travelers to understand readily that the purchase has been completed and that they have entered into a Transport Contract Etc. by clicking the button.

#### 4. Contract Confirmation Screen, Etc.

In online travel transactions, because a written contract is not generally issued, travelers cannot use a written contract to confirm that a contract was entered into (i.e., that a purchase was completed) or confirm the details of any such contract in writing. As a result, problems may arise.

With the aim of preventing such problems, it is preferable if OTAs take measures such as sending the traveler an email containing each of the items under "2. Contact Information" and "3. Contract-related Items," etc., immediately after the contract has been entered into. It is also preferable if OTAs set up a screen to enable travelers to reconfirm such items easily on the website (hereinafter referred to as the "Contract Confirmation Screen"), and insert a hyperlink etc. to the Contract Confirmation Screen at an appropriate place (top part etc.) on the Main Page and other screens.

Attachment 3

## $Carefully\ Confirm\ the\ Details\ when\ Using\ Travel\ Booking\ Websites!$

1. Confirm some basic information	on about the	website operator!
Points to Check:		
$\square$ Name of the website operator	[	$\square$ Address of the website operator
$\square$ Name of a representative or re	esponsible [	$\square$ Whether the website operator has been
person for the website operator	r	registered as travel agent business or not
Key Points!		
	ne website al	lso confirm the name of the company, the
name of the website operator a		
		been registered as a travel agent business
	_	on the website (Registered Travel Agency
		the Japan Tourism Agency). You can also
		ity (the Japan Tourism Agency or each
prefectural authority).	, 4110 4 41011011	of care supplied to the supplied of such
	d as travel a	agent business pursuant to the Japanese
		Certified Travel Service Supervisor and to
		the purposes of protecting consumers. In
		ly in a foreign country however, the above
may not apply.	5	,
2 Confirm the website enemator'	a arratam fan s	a accounting or in acciding t
2. Confirm the website operator's <b>Points to Check</b> :	s system for a	accepting inquiries:
	Hours availal	ble $\Box$ Languages available
Contact method	liouis availai	Die Danguages avanable
Key Points!		
Some websites may not adequ	<u>ıately respon</u>	nd to inquiries in Japanese. Confirm in
advance the system for respondi	ng to inquirie	es in the event of a problem.
3. Confirm travel contract condit	tions!	
Points to Check:		
□Contracting parties	□Р	Price of tours / Breakdown (transport and
	ຂຕາ	ommodation charges / commission charges

	/ consumption tax, etc.)
□Payment method (payment in	$\square$ Terms of cancelation
advance / payment on arrival)	
$\Box$ Terms of Service / General Terms and	
Conditions	

#### **Key Points!**

- 1) Some travel booking websites just compare and introduce travel plans of other travel agents. Please note that operators of such websites will not be the contracting parties.
- 2) The "Terms of Service / General Terms and Conditions" are very important, and their entire content is included in any contract with a service provider. Usually, you can confirm their content from the reservation page using a hyperlink etc.. When making a purchase, please be sure to check whether or not any disadvantageous provisions are included in the "Terms of Service / General Terms and Conditions."