

Article 1 (Scope and Content of Services)

In these Regulations, the meanings of the following terms shall be as set forth below.

(1) “Guide” means a nationally licensed tour guide who provides services based on these Regulations.

(2) “Client” means any individual or legal entity that requests services from the Guide based on these Regulations.

Paragraph 1

The services provided under these Regulations shall be limited to guide services for the purpose of sightseeing, conducted as guide services in accordance with the Interpreter Guide Act of Japan.

Paragraph 2

These services refer to providing explanations and guidance regarding destinations at tourist sites, cultural facilities, regional resources, and other similar locations.

Paragraph 3

Itinerary management, group management, roll calls, settlement of expenses, emergency response, and other similar tour conductor services constitute services regulated under the Travel Agency Act and, in principle, are not included within the scope of services under these Regulations.

Paragraph 4

Consecutive interpretation, simultaneous interpretation, business interpretation, specialized interpretation, and other services primarily intended as interpretation services are, in principle, not included within the scope of services under these Regulations.

Paragraph 5

Notwithstanding the preceding paragraph, where interpretation services are exceptionally required in highly specialized fields such as traditional crafts or cultural arts, the content, scope, conditions, and compensation for such services shall be individually agreed upon in advance in writing or by electronic means.

Paragraph 6

Where services outside the scope defined in the preceding paragraphs are required, these Regulations shall not apply, and such services shall be handled based on an individual agreement.

Paragraph 7

In providing services under these Regulations, the Guide shall not perform any acts that fall under services regulated by the Travel Agency Act, including, for example, the arrangement, reservation, or purchase of transportation, accommodations, tickets, and similar services.

Article 2 (Working Hours and Restricted Standby Time)

Paragraph 1

Working hours shall be from the agreed start time of services to the agreed end time of services.

In any case, the maximum working hours per day shall be limited to twelve (12) hours, and services exceeding this limit shall not be undertaken.

Paragraph 2

Working hours shall include travel time and waiting time directly associated with the services.

However, when accommodation is involved, sleeping time and other time not directly associated with service

provision shall, in principle, not be included in working hours.

Even if such time is excluded from working hours pursuant to the preceding sentence, where the Guide's freedom of movement is restricted due to the Client's instructions or itinerary-related reasons, such time shall be treated as restricted standby time.

Paragraph 3

The classification of working hours shall be as follows.

Half-day service: less than four (4) hours

Full-day service: from four (4) hours to less than eight (8) hours

Paragraph 4

Even if working hours are extended without prior agreement, the Guide may charge additional fees based on the actual hours of service provided.

Paragraph 5

If, due to the Client's itinerary, no services are provided on a given day but the Guide is required to remain at a specific accommodation or location and is thereby unable to accept other work, such day shall be deemed a restricted standby day.

In such cases, although the day shall not be included in working hours, a minimum guarantee of fifty percent (50%) of the full-day basic fee shall be paid.

If the above conditions are not met, no obligation to remain on standby shall arise.

Article 3 (Guide Fees)

Paragraph 1

Half-day services shall, in principle, not be accepted as standalone assignments.

Half-day fees shall apply only when such services form part of continuous services spanning two (2) or more days, and only when the services on the first or last day of such continuous services conclude within a half-day.

Paragraph 2

For full-day services, a separately determined full-day fee shall apply.

Article 4 (Overtime Fees)

If the working hours exceed the full-day service hours stipulated in these Regulations, overtime fees shall apply.

The amount and calculation method of such overtime fees shall be determined in accordance with a separately established fee schedule or by individual agreement.

Overtime fees shall be calculated at a rate not lower than the standard hourly rate applicable to full-day services.

Article 5 (Specialized Interpretation Surcharge)

Where specialized interpretation services referred to in Article 1, Paragraph 5 are exceptionally provided based on an individual agreement, a surcharge shall be determined through separate consultation, taking into account the level of specialization, preparation time, and scope of responsibility.

Article 6 (Transportation, Meals, and Accommodation)

Paragraph 1 (Transportation Expenses)

Transportation expenses necessary for service provision shall, in principle, be borne by the Client.

The means of transportation shall be determined with priority given to time efficiency and operational effectiveness, considering the service start time and itinerary, and the Guide shall not be obligated to select the cheapest option.

Paragraph 2 (Meal Expenses)

If services overlap with meal times, the cost of such meals shall, in principle, be borne by the Client or, alternatively, a separately determined meal allowance shall be paid.

For the purposes of these Regulations, meal times are defined as breakfast before 8:00, lunch from 11:00 to 14:00, and dinner after 18:00.

Meals shall, in principle, be provided in kind by the Client.

However, if meals are not provided due to service-related circumstances or other unavoidable reasons, the Guide may claim a separately determined meal allowance.

Paragraph 3 (Accommodation Expenses)

When services involve overnight stays, the Guide shall, in principle, stay at accommodation arranged by the Client and at the same accommodation facility as the Client or accompanying parties.

Accommodation shall, in principle, be arranged by the Client, and the accommodation expenses and reasonable related costs shall be borne by the Client.

If overnight stays before or after service days are required due to service start or end times, the accommodation expenses and related costs shall be borne by the Client.

Accommodation Conditions

Accommodation arranged by the Client shall, in principle, be a private, non-smoking single room that ensures sufficient quietness and safety for service performance.

Exception

If it is difficult to arrange accommodation meeting the above conditions, the Client shall notify the Guide in advance and individually agree on alternative arrangements.

Accommodation not meeting the above conditions may not be required without prior agreement.

Paragraph 4 (Transportation Expenses for Preliminary Site Inspections)

Where, due to the nature of the services, itinerary, or destination, a preliminary site inspection or on-site survey is necessary for the appropriate performance and safety of the services, the transportation expenses for such inspection shall be borne by the Client.

In such cases, the means of transportation shall be determined with priority given to time efficiency and operational effectiveness, and the Guide shall not be obligated to select the cheapest option.

Article 7 (Cancellation and Payment Terms)

Paragraph 1 (Payment Obligation)

The Client shall pay the Guide fees, overtime fees, and actual expenses as consideration for the services provided under these Regulations, in accordance with these Regulations and the separately established fee schedule.

If different conditions are to be applied, such conditions shall be based on these Regulations and agreed upon by both parties in writing or by electronic means.

Paragraph 2 (Payment Method and Deadline)

Payments shall, in principle, be made by bank transfer, and the payment deadline shall be within fourteen (14) days from the completion date of the services.

Paragraph 3 (Advance Payment and Reimbursement)

Expenses related to service provision shall, in principle, be directly arranged or paid by the Client, and the Guide shall not pay such expenses.

Where payment becomes necessary during service execution, the Client shall pay the equivalent amount in advance prior to the commencement of services.

If such advance payment is insufficient and reimbursement by the Guide becomes unavoidable, the reimbursement limit shall be fifty thousand (50,000) yen per assignment, and the reimbursed amount shall be settled within fourteen (14) days from the completion of services.

Paragraph 4 (Cancellation Fees)

If services are canceled due to the Client's convenience, cancellation fees shall be charged as follows.

Cancellation on the day of service or without notice: 100% of the total amount

Cancellation on the day before service: 80% of the total amount

Cancellation two (2) days before service: 50% of the total amount

Cancellation from seven (7) to three (3) days before service: 30% of the total amount

Paragraph 5 (Refunds)

If a refund arises due to cancellation, the remaining balance after deducting actual expenses and cancellation fees shall be refunded.

Article 8 (Safety Management and Emergency Response)

Paragraph 1 (Responsibility for Safety Management)

Responsibility for participant safety management and crisis response during the execution of services under these Regulations shall, in principle, lie with the Client, and the Guide shall remain in a supporting role limited to what is necessary for service execution.

Paragraph 2 (Limitation of Liability)

The Guide shall not be liable for accidents, illness, disasters, crimes, transportation disruptions, or other incidents occurring during service execution, except in cases of willful misconduct or gross negligence by the Guide.

Paragraph 3 (Exclusion of Medical Interpretation)

The Guide provides sightseeing services under the Interpreter Guide Act of Japan and does not perform medical interpretation, including interpretation related to medical procedures, explanations of diagnoses or treatment policies, medical judgments, or similar activities, which are outside the scope of services under these Regulations.

Medical interpretation shall be arranged separately by the Client at their own responsibility.

Paragraph 4 (Primary Responsibility in Emergencies)

In the event of sudden illness, accidents, or other emergencies involving participants, the Client shall promptly act as the responsible party and contact medical institutions, insurance companies, and relevant organizations.

Paragraph 5 (Limitations of On-site Response)

The Guide may provide information and communication assistance within feasible limits on site but shall not assume the role of decision-maker or responsible party.

Paragraph 6 (Service Execution Framework and Safety Responsibility)

Services under these Regulations are provided on the premise that the Client has, within Japan, a framework enabling prompt decision-making and response to emergencies arising during service execution.

If such a framework is not in place, services under these Regulations shall not be accepted, regardless of whether the Client is located anywhere within Japan or overseas.

Article 9 (Application and Amendment of Regulations)

Paragraph 1

These Regulations may be updated by the Guide when necessary.

The updated Regulations will apply to services that start on or after the date they are made available, such as by being posted on the Guide's website or by other reasonable means.

Paragraph 2

These Regulations are written in Japanese as the original version.

English and other language versions are provided for reference only.

If there is any difference or misunderstanding between the Japanese version and any other language version, the Japanese version will be used.

Paragraph 3

For services provided under these Regulations, these Regulations will apply even if the Client's contract or other documents contain different terms.

Paragraph 4

Oral agreements or assumptions based on past practice do not change these Regulations.

Article 10 (Handling of Personal Information)

The Guide shall obtain and use personal information relating to the Client and participants only to the extent necessary for the performance of services under these Regulations.

Such personal information shall be used solely for the performance of services and related communications, arrangements, emergency response, and other legitimate business purposes, and shall not be provided to any third party without the consent of the individual concerned.

After completion of the services, the Guide shall appropriately manage such personal information and shall dispose of or delete it within a reasonable period after the business purpose has been fulfilled.

Article 11 (Relationship with Individual Agreements)

These Regulations establish the basic terms for services provided by the Guide and shall, in principle, take precedence.

If different conditions are agreed upon, such conditions shall be based on these Regulations and agreed upon by both parties in writing or by electronic means.

Unilaterally established terms, policies, guidelines, or similar documents prepared by the Client shall not take precedence over these Regulations unless expressly agreed to in writing or by electronic means by the Guide.

Article 12 (Governing Law and Jurisdiction)

These Regulations shall be governed by the laws of Japan.

Any disputes arising in connection with these Regulations shall be subject to the exclusive jurisdiction of the Tokyo District Court as the court of first instance.