

Standard Terms and Conditions

Standard Terms and Conditions for General Chartered Passenger Automobile Transportation Business

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[Table of Contents]

Chapter 1: General Provisions [Articles 1 and 2]

Chapter 2: Acceptance of Transportation and Tickets [Articles 3 to 10]

Chapter 3: Fares and Charges [Articles 11 to 14]

Chapter 4: Special Handling [Articles 15 to 19]

Chapter 5: Liability [Articles 20 to 23]

Chapter 6: Relationship with Travel Agencies [Articles 24 to 26]

Chapter 1: General Provisions

(Scope of Application)

Article 1: Transportation contracts related to the Company's general chartered passenger automobile transportation business (excluding cases where shared passenger transportation is conducted with the permission of the Minister of Land, Infrastructure, Transport and Tourism) shall be governed by the provisions of these Terms and Conditions, and matters not stipulated in these Terms and Conditions shall be governed by laws and regulations or general customs.

2. When the Company agrees to special provisions for certain terms of these Terms and Conditions within a scope that does not contradict the purpose of these Terms and Conditions, laws and regulations, or general customs, such special provisions shall apply notwithstanding the provisions of such terms.

(Instructions from Staff)

Article 2: Passengers must comply with instructions given by the Company's drivers, conductors, and other staff members in the performance of their duties to ensure the safety of transportation and maintain order inside the vehicle.

2. When necessary to give the instructions in the preceding paragraph, the Company may request the selection of a representative of the passengers boarding each vehicle.

Chapter 2: Acceptance of Transportation and Tickets

(Acceptance of Transportation)

Article 3: The Company shall accept the transportation of passengers, except in cases where the Company refuses or restricts the acceptance or continuation of transportation pursuant to the provisions of the following article.

(Refusal of Acceptance and Continuation of Transportation)

Article 4: The Company may refuse or restrict the acceptance or continuation of transportation in any of the following cases:

- (1) When the application for transportation is not in accordance with these Terms and Conditions
- (2) When there are no facilities suitable for the transportation
- (3) When the applicant requests a special burden in relation to the transportation
- (4) When the transportation violates laws and regulations or public order or morals

- (5) When there are obstacles to transportation due to natural disasters or other unavoidable circumstances
- (6) When the passenger does not comply with measures taken by crew members in accordance with the provisions of the Regulations for Passenger Automobile Transportation Business
- (7) When the passenger carries knives or other items prohibited from being brought in pursuant to the provisions of the Regulations for Passenger Automobile Transportation Business
- (8) When the passenger carries items whose bringing in has been refused pursuant to the provisions of Article 4-2, Paragraph 3 or 4
- (9) When the passenger is intoxicated, wears unclean clothing, or otherwise poses a risk of causing inconvenience to other passengers
- (10) When the passenger is a child not accompanied by a guardian
- (11) When the passenger is a seriously ill person not accompanied by an attendant
- (12) When the passenger is a patient (including those deemed to be patients) with Category I infectious disease, Category II infectious disease, novel influenza or similar infectious disease, or designated infectious disease (limited to those requiring hospitalization) under the Act on the Prevention of Infectious Diseases and Medical Care for Patients with Infectious Diseases, or a person showing signs of new infectious disease

(Restrictions on Bringing Personal Items)

Article 4-2: Passengers may not bring the items specified in Article 4, Item 7 into the vehicle.

- 2. When the Company believes that there is a risk that the items specified in the preceding paragraph are contained in a passenger's personal items (items carried by the passenger; the same applies hereinafter), the Company may request that the passenger disclose the contents of the personal items.
- 3. The Company may refuse to allow passengers who do not comply with the request under the preceding paragraph to bring in their personal items.
- 4. When a passenger complies with the request under Paragraph 2 and the contents of the personal items are similar to the items specified in Paragraph 1 and difficult to distinguish from them, the Company may refuse to allow the passenger to bring in the personal items unless the passenger provides reasonable proof that they are not such items.

(Application for Transportation)

Article 5: A person applying to the Company for the transportation of passengers must submit an application form containing the following items:

- (1) Name or designation and address or contact information of the applicant
- (2) Name or designation and address of the person entering into a transportation contract with the Company (hereinafter referred to as the "Contract Responsible Party")
- (3) Name of the passenger group
- (4) Number of persons applying for boarding
- (5) Number of vehicles by seating capacity or vehicle type
- (6) Date, time, and location of vehicle dispatch
- (7) Travel itinerary (departure time, estimated arrival time, destination, main transit points, overnight stays or waiting periods if required, and other matters related to vehicle operation)
- (8) Method of payment of fares
- (9) When applying for fare discounts as specified in Article 12, a statement to that effect
- (10) Special agreement items, if any, and their content

2. In cases falling under Item 9 of the preceding paragraph, the prescribed certificate must be attached to the transportation application form specified in Paragraph 1.

3. In the case of Paragraph 1 (excluding cases falling under Item 9 of the same paragraph), when the Company has established a method for applying for transportation by electromagnetic means (meaning a method using an electronic information processing system or other information and communication technology method as defined by the Company; the same applies hereinafter), the items to be stated in the transportation application form specified in Paragraph 1 may be provided by the electromagnetic means instead of submitting the transportation application form. In this case, the applicant shall be deemed to have submitted the transportation application form.

(Establishment of Transportation Contract)

Article 6: When a transportation application form is submitted pursuant to Paragraph 1 of the preceding article and the Company decides to accept the transportation, the Company shall request payment of fares and charges from the Contract Responsible Party in accordance with the provisions of Article 13, Paragraph 1.

2. When payment of 20% or more of the prescribed fares and charges is made in accordance with Article 13, Paragraph 1, the Company shall issue a Company-prescribed ticket (hereinafter

referred to as "ticket") containing the matters listed in each item of Paragraph 1 of the preceding article and matters related to fares and charges, and deliver it to the Contract Responsible Party.

3. Notwithstanding the provisions of the preceding two paragraphs, when the Company makes special provisions regarding the timing of payment of fares and charges, the Company shall issue a ticket when it decides to accept the transportation and deliver it to the Contract Responsible Party.

4. The transportation contract shall be established when the ticket is delivered to the Contract Responsible Party.

(Change of Transportation Contract Contents, etc.)

Article 7: After the establishment of a transportation contract, when the Contract Responsible Party wishes to change the matters listed in each item of Article 5, Paragraph 1, the Contract Responsible Party must request the Company's consent in writing in advance. However, in emergency cases and cases recognized by the Company, submission of a written document is not required.

2. In the case of the preceding paragraph, when the matters to be changed differ significantly from the original matters or there are other obstacles to operation, the Company may not consent to the change.

3. When the Company cannot provide the contracted transportation due to vehicle breakdown or other urgent unavoidable circumstances, the Company may cancel the transportation contract or, with the consent of the Contract Responsible Party, change the contents of the transportation contract.

4. When there is a change in the contents of the transportation contract pursuant to Paragraph 1 or the preceding paragraph and the stated matters on the ticket delivered to the Contract Responsible Party change, the Company shall correct the stated matters on the ticket or reissue the ticket.

5. In the case of Paragraph 1, when the Company has established a method for changing the contents of the transportation contract by electromagnetic means, the Contract Responsible Party may request the Company's consent by the electromagnetic means instead of submitting the written document specified in Paragraph 1. In this case, the Contract Responsible Party shall be deemed to have requested consent by submitting the written document.

(Possession of Tickets, etc.)

Article 8: Passengers cannot board without possessing a ticket. However, this does not apply when the Company specifically recognizes otherwise.

2. When the Company's staff member requests presentation of a ticket to verify the stated matters on the ticket, passengers must comply.

3. Passengers receiving fare discounts pursuant to the provisions of Article 12, Paragraph 1 must possess documents proving that they fall under any of the items in the same paragraph, and when the Company's staff member requests presentation of such documents, passengers must comply.

(Reissuance of Tickets)

Article 9: When a ticket is lost by the Contract Responsible Party or passenger, or when a ticket delivered to the Contract Responsible Party is destroyed due to disaster or other accident, the Company shall reissue the ticket upon request by the Contract Responsible Party on the day before the vehicle dispatch date. In this case, the Company shall clearly indicate on the face of the ticket that it is a reissue due to loss or destruction.

(Invalidity of Tickets)

Article 10: Tickets falling under any of the following items shall be invalid:

- (1) Tickets attempted to be used fraudulently
- (2) Tickets obtained by fraudulent means
- (3) Tickets related to cancellations
- (4) Original tickets when rewritten or reissued

Chapter 3: Fares and Charges

(Fares and Charges)

Article 11: Fares and charges collected by the Company shall be those reported to and implemented by the Director of the Regional Transport Bureau at the time of boarding.

(Fare Discounts and Surcharges)

Article 12: The Company shall discount fares for persons falling under any of the following items as reported to the Director of the Regional Transport Bureau:

(1) Groups of persons commuting to or attending schools (excluding universities and colleges of technology) stipulated in Article 1 of the School Education Act, led by a person responsible for the school and submitting a certificate issued by the principal of the school

(2) Groups of persons housed in facilities stipulated in Article 7 of the Child Welfare Act, facilities stipulated in Article 5 of the Physical Disability Welfare Act, facilities stipulated in Article 41, Paragraph 1 of the Supplementary Provisions of the Services and Supports for Persons with Disabilities Act that may continue to be operated in accordance with the previous examples pursuant to the provisions of the same paragraph, or facilities pursuant to the provisions of Article 58, Paragraph 1 of the Supplementary Provisions of the same Act that may continue to be operated in accordance with the previous examples pursuant to the provisions of the same paragraph, led by a person responsible for the facility and submitting a certificate issued by the head of the facility

2. Except in cases where discounts are given pursuant to the provisions of the preceding paragraph, the Company shall discount fares for certain periods or routes, or for certain passengers, as reported to the Director of the Regional Transport Bureau.

3. The Company shall apply surcharges to fares when using vehicles with special facilities, etc., as reported to the Director of the Regional Transport Bureau.

(Time of Payment of Fares and Charges)

Article 13: The Company shall request the Contract Responsible Party to pay 20% or more of the prescribed fares and charges when submitting the transportation application form specified in Article 5, Paragraph 1, and to pay the balance of the prescribed fares and charges by the day before the vehicle dispatch date.

2. Notwithstanding the provisions of the preceding paragraph, the Company may make special provisions regarding the time of payment of fares and charges with the following persons:

(1) Government and public offices

(2) Schools stipulated in Article 1 of the School Education Act

(3) Facilities stipulated in Article 7 of the Child Welfare Act, facilities stipulated in Article 5 of the Physical Disability Welfare Act, facilities stipulated in Article 41, Paragraph 1 of the Supplementary Provisions of the Services and Supports for Persons with Disabilities Act that may continue to be operated in accordance with the previous examples pursuant to the provisions of the same paragraph, or facilities stipulated in Article 58, Paragraph 1 of the Supplementary Provisions of the same Act that may continue to be operated in accordance with the previous examples pursuant to the provisions of the same paragraph

(4) Persons with regular transactions with the Company

(Transportation-Related Expenses)

Article 14: Expenses related to the transportation, such as guide fees, toll road usage fees, ferry charges, parking fees, and crew accommodation expenses, shall be borne by the Contract Responsible Party.

Chapter 4: Special Handling

(Penalty Fees)

Article 15: When the Contract Responsible Party cancels a transportation contract due to their own circumstances, the Company shall collect penalty fees from that person according to the following classifications:

From 14 days to 8 days before the dispatch date: Amount equivalent to 20% of the prescribed fares and charges

From 7 days before the dispatch date to 24 hours before the dispatch date and time: Amount equivalent to 30% of the prescribed fares and charges

24 hours before the dispatch date and time or later: Amount equivalent to 50% of the prescribed fares and charges

2. When the Contract Responsible Party changes the contents of a transportation contract due to their own circumstances with a reduction of 20% or more of the dispatched vehicles, the Company shall collect penalty fees from that person for the reduced vehicles according to the calculation method in the preceding paragraph.
3. In the cases of the preceding two paragraphs, when the Company has collected fares and charges from the Contract Responsible Party pursuant to Article 13, the Company may apply them to the penalty fees.
4. When the Company cancels a transportation contract or changes the contents of a transportation contract with a reduction in the number of dispatched vehicles due to the Company's circumstances, the Company shall pay penalty fees to the Contract Responsible Party in accordance with Paragraph 1 or 2.
5. The provisions of the preceding four paragraphs shall not apply in cases of natural disasters or other unavoidable circumstances.

(When Passengers Do Not Board at the Dispatch Date and Time)

Article 16: When the Company dispatches the prescribed vehicle at the dispatch date and time stated on the face of the ticket, and the passenger does not express their intention to board even after 30 minutes have elapsed from the departure time, the Company shall deem that all transportation under the transportation contract for that vehicle has been completed.

2. The provisions of the preceding paragraph shall not apply in cases of natural disasters or other unavoidable circumstances.

(Refusal to Continue Transportation)

Article 17: When a passenger is refused continuation of transportation pursuant to the provisions of each item of Article 4 (excluding Item 5), all transportation under the transportation contract for that passenger shall be deemed to have been completed.

(Measures During Abnormal Weather, etc.)

Article 18: When there is a risk of obstacles to ensuring transportation safety due to natural disasters or other circumstances, the Company may take measures such as changing the operation route, temporary standby, or cancellation of operation.

(Settlement of Fares and Charges)

Article 19: When changes occur in fares or charges due to changes in the operation route or other circumstances (excluding circumstances in the return section due to road conditions on that day or other circumstances in that section), the Company shall promptly settle and, based on the results, take measures to collect additional fares or charges or provide refunds.

2. When the Company suspends the operation of the Company's automobile due to automobile breakdown or other circumstances attributable to the Company, the Company shall refund fares and charges according to the following classifications:

(1) When the destination has not been reached at all: Full amount of fares and charges already collected

(2) In cases other than (1): Amount of fares and charges for the section where operation was suspended

3. In the case of the preceding paragraph, when the Company provides continuation of forward transportation or equivalent appropriate means at its own expense and the passenger uses it, the provisions of the preceding paragraph shall not apply.

Chapter 5: Liability

(Liability to Passengers)

Article 20: When the operation of the Company's automobile causes harm to the life or body of a passenger, the Company shall be liable to compensate for the resulting damage. However, this shall not apply when the Company proves that the Company and the Company's staff members did not neglect their duties in relation to the operation of the automobile, that the passenger or a third party other than the Company's staff members was at fault, and that there were no structural defects or functional failures in the automobile.

2. In the case of the preceding paragraph, the Company's liability to passengers shall be limited to cases where the damage occurred inside the vehicle or while passengers were boarding or alighting.

(Additional Liability)

Article 21: In addition to the provisions of the preceding article, the Company shall be liable to compensate for damage suffered by passengers in relation to the transportation. However, this shall not apply when the Company proves that the Company and the Company's staff members did not neglect their duties in relation to the transportation.

(Exemption from Liability)

Article 22: When the Company temporarily suspends operation or takes other measures to ensure transportation safety due to natural disasters or other circumstances not attributable to the Company, the Company shall not be liable to compensate for damage suffered by passengers as a result.

(Passenger Liability)

Article 23: When the Company suffers damage due to the intentional or negligent acts of a passenger or due to the passenger's failure to comply with laws and regulations or the provisions of these Terms and Conditions, the Company shall seek compensation for the damage from the passenger.

Chapter 6: Relationship with Travel Agencies

(Clarification of Relationship with Travel Agencies)

Article 24: When a travel agency applies for the transportation of passengers, the Company shall request clarification of the relationship between the travel agency and the passengers or Contract Responsible Party according to the following classifications:

- (1) Package tours
- (2) Arranged tours

(Handling of Package Tours)

Article 25: When a travel agency applies to the Company for the transportation of passengers for the implementation of a package tour, the Company shall enter into a transportation contract with the travel agency as the Contract Responsible Party.

(Handling of Arranged Tours)

Article 26: When a travel agency applies to the Company for the transportation of passengers for the implementation of an arranged tour, the Company shall enter into a transportation contract with the person who requested the travel agency to implement the arranged tour. In this

case, when the travel agency acts as an agent for the person who requested the implementation of the arranged tour, the Company may request proof that the travel agency is an agent.

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