

# Cocoro Japan Terms and Conditions

Ver. 01 January 2026



Cocoro Japan



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## Article 1 - Definitions

Organizer: Cocoro Japan, registered under Chamber of Commerce number 96615605.

Traveler: any person who wishes to enter into an agreement with the Organizer concerning a Trip, and any person who is entitled to travel under the terms of the agreement.

Travel Service: the services that are part of the trip, such as passenger transport, car rental, accommodation, and excursions.

Travel Service Provider: the service provider executing a component of the Trip, such as accommodation providers, carriers, external guides, etc.

Agreement: the agreement related to the booked Trip, including these Terms and Conditions.

Written: in writing or electronically, including via email.

Terms and Conditions: these general terms and conditions.

Package Travel: a package travel arrangement within the meaning of the law.

Trip: a Package Travel arrangement, or a single Travel Service where these Terms and Conditions have been declared applicable.

Business Days: Monday through Friday, excluding public holidays recognized in the Netherlands, during business hours (9 AM-5 PM Dutch time).

## Article 2 - Applicability of Terms and Conditions

### 2.1 **Package Travel**

These Terms and Conditions apply to all Package Travel arrangements offered by or agreed upon with the Organizer.

### 2.2 **Travel Services**

These Terms and Conditions may also be declared applicable to Travel Services that do not constitute Package Travel. In that case, Title 7a of Book 7 of the Dutch Civil Code concerning package travel agreements does not apply. No insolvency protection applies for these Travel Services unless explicitly stated in the offer which party provides coverage and such is outlined in the guarantee or insurance terms.

### 2.3 **Deviating and Additional Terms**

Deviating and supplementary conditions must be agreed upon in writing and shall prevail over these Terms and Conditions.

## **2.4 Language and Interpretation**

These Terms and Conditions have been translated from the Dutch version. In the event of any discrepancy or inconsistency arising from the translation, the Dutch version shall be binding.

# **THE BOOKING**

## **Article 3 - Formation of the Agreement**

### **3.1 Content of the Offer**

The offered Trip only includes the services and facilities explicitly described in the Organizer's offer and publications. Information in publications by Travel Service Providers is not part of the offer, even if referenced in the Organizer's materials. The indicated travel duration is in full days, with the departure and return days counted as full days.

### **3.2 Non-binding Offer**

The Organizer's offer is non-binding and may be revoked by the Organizer until 5 PM on the next Business Day after acceptance.

### **3.3 The booking**

The Agreement is concluded once the Traveler accepts the Organizer's offer, subject to availability of the Trip.

### **3.4 Obvious Errors**

Obvious errors in the offer do not bind the Organizer. In case of doubt, the Traveler should make inquiries.

### **3.5 Preferences**

No rights can be derived from preferences submitted by the Traveler unless the Organizer has confirmed in Writing that it will honor them. Simply listing a preference in travel documents or booking confirmations is insufficient.

### **3.6 Special Requirements**

If the Traveler communicates medical or other essential requirements as "necessary" when booking, the Organizer will assess whether it can accommodate them. If not, the Agreement will not be concluded. The Organizer may apply a price adjustment in relation to such requirements.

### **3.7 Booking Confirmation**

After booking and confirming availability, the Organizer will send a booking confirmation.

### **3.8 Withdrawal by the Traveler**

A Trip booking is final. The Traveler does not have the right to withdraw from the Agreement.

### **3.9 Minors**

The Traveler booking the Trip must be of legal age.

### **3.10 Booking for Other Travelers & Communication**

The Traveler who books on behalf of others is jointly and severally liable for all obligations arising from the booking. Other Travelers are liable for their individual share. All confirmations, invoices, travel documents, and communication will be sent solely to the Traveler making the booking. This Traveler is obligated to disclose relevant personal details of the other Travelers during the booking and to provide them with these Terms and Conditions and other communications. The booking Traveler indemnifies the Organizer for damages resulting from non-compliance with these obligations.

## **INFORMATION**

### **Article 4 - Information by the Organizer**

#### **4.1 Travel Price**

Prices are listed per person unless explicitly stated otherwise.

#### **4.2 Information at Booking**

At or immediately after booking, the Organizer provides the Agreement, including accepted preferences and nationality-specific information (Dutch) on required travel documents (passports, visas, etc.) and health formalities.

#### **4.3 Travel Documents**

The Traveler must possess all necessary documents during the Trip, such as passport, visa, vaccination proof, etc. It is the Traveler's responsibility to verify the completeness and validity of such information with official agencies. The Traveler must ensure sufficient time to obtain these documents before booking. Any inability to travel due to missing documents is at the Traveler's expense.

#### **4.4 Travel Vouchers**

Travel documents (transport tickets, vouchers, etc.) are sent at least 7 days before departure, unless payment is incomplete. If the Traveler has not received the documents 5 days before departure, the Organizer must be informed immediately.

#### **4.5 Insurance Information**

The Organizer informs the Traveler of the option to purchase cancellation and travel insurance. The Organizer may require such insurance if the Traveler is notified before booking.

### **Article 5 - Information by the Traveler**

#### **5.1 Relevant Information from Traveler(s)**

Before booking, the Traveler must provide all relevant information about themselves and any accompanying Travelers, particularly information affecting health or safety.

Inaccurate or incomplete data may result in exclusion from the Trip, and the Traveler remains liable for cancellation fees under Article 9.2 and other incurred costs.

## **5.2 *Veduced Mobility, Pregnancy, and Illness***

Travelers with reduced mobility, pregnant women, or those with illnesses that may impact the Trip must report this when entering into the Agreement—or as soon as known—due to potential implications, especially for air travel. These Travelers must verify with the carrier whether a medical certificate is required.

# **BEFORE THE TRIP**

## **Article 6 - Payment**

### **6.1 *Deposit***

A deposit of 40% of the travel sum plus the full amount of any flight tickets is due within 7 days of booking.

### **6.2 *Remaining Payment***

The remaining travel sum must be paid no later than 6 weeks before the start of the Trip. If the booking is made within 6 weeks of departure, the full amount is due immediately. In any case, full payment must be received before the Trip begins.

### **6.3 *Default and Interest***

If the Traveler fails to pay within the specified period, they are in default without further notice and statutory interest will be charged on the outstanding amount.

### **6.4 *Collection Costs***

If the Traveler fails to pay within the final deadline set in a Written reminder, extrajudicial collection costs will apply: 15% of the first €2500, 10% of the next €2500, 5% of the next €5000, and 1% of any amount above that.

### **6.5 *Further Consequences of Non-Payment***

Until payment is made, the Organizer may withhold travel documents. If payment remains outstanding after a reminder or if payment is not made before the start of the Trip, the Organizer may exclude the Traveler from participation. The payment obligation remains. Alternatively, the Organizer may cancel the Agreement and charge cancellation fees in accordance with Article 9.2.

## **Article 7 - Substitution**

### **7.1 *Conditions and Notification***

A Traveler may transfer the Trip to another person who meets all the requirements. This is only possible if allowed by the relevant Travel Service Provider. If flights are

included, ticket transfer is often not possible; the Traveler must purchase new tickets at their own expense. The Organizer must be notified at least 7 days before departure.

## 7.2 **Joint Liability and Additional Costs**

The Traveler and the substitute are jointly liable for the payment of the travel sum and any additional costs arising from the substitution, including change fees.

# Article 8 - Changes at the Traveler's Request

## 8.1 **Changes**

The booking Traveler may request changes to the Agreement. The Organizer is not obliged to comply. If the Traveler agrees to the additional costs, the new travel sum and change fees are due. If the new sum is lower than the original, the difference will be deducted from the change fee.

## 8.2 **Change of Departure Date**

Unless explicitly stated by the Organizer as a rebooking, changing the departure date constitutes cancellation of the existing Agreement and formation of a new one. The cancellation policy under Article 9 applies.

# Article 9 - Cancellation by the Traveler

## 9.1 **Cancellation**

The Traveler may cancel the booking prior to the start of the Trip. Cancellation must be made in Writing. The date on which the cancellation is received by the Organizer shall be considered the cancellation date. If received after 17:00 or outside Business Days, the next Business Day shall be considered the date of receipt.

## 9.2 **Cancellation Fees**

If the Trip includes a flight, the Traveler shall owe the following cancellation fees:

- a. up to and including 56 days prior to departure: flight cancellation fees + 20% of the remaining trip price;
- b. from 55 to 22 days prior to departure: flight cancellation fees + 50% of the remaining trip price;
- c. from 21 to 7 days prior to departure: flight cancellation fees + 75% of the remaining trip price;
- d. within 6 days prior to departure: 100% of the total trip price.

If no flight is included, the Traveler shall owe the following cancellation fees:

- a. up to and including 56 days prior to departure: 20% of the trip price;

- b. from 55 to 22 days prior to departure: 50% of the trip price;
- c. from 21 to 7 days prior to departure: 75% of the trip price;
- d. within 6 days prior to departure: 100% of the trip price.

### **9.3 Reduction in Number of Travelers**

If the number of Travelers within a single booking is reduced, the Organizer may, at its discretion, charge either:

the standard cancellation fees as outlined in paragraph 2 of this article, or;

the full trip price of the canceled individual minus cost savings resulting from the cancellation.

### **9.4 Cancellation Fees Following a Rebooked Trip**

If the Traveler and Organizer agree to rebook the Trip to a later date, and the Traveler later cancels this rebooked Trip, the cancellation fees shall be at least the amount that would have applied if the Trip had been canceled on the date of the rebooking.

*(Example: The original Trip was rebooked 14 days before departure to a date one year later. The Traveler cancels 6 months before the new Trip. Based on article 9.2, a 20% cancellation fee would apply. However, if canceled at the time of rebooking, a 75% fee would have applied. Therefore, the fee is 75%).*

### **9.5 Travel Credits Granted as a Courtesy**

If the Traveler cancels a Trip and, as a courtesy, is granted a travel credit, the following applies unless otherwise communicated by the Organizer:

- the travel credit must be used within one year of issuance;
- the new Trip must commence within two years of issuance;
- the credit is non-transferable and tied to the original Traveler;
- the credit may only be used for the same Trip at a later date;
- if the rescheduled Trip is more expensive, the price difference will be charged to the Traveler;
- if the Traveler cancels the rescheduled Trip, the travel credit is forfeited.

## **Article 10 - Price Changes**

### **10.1 Price Changes**

The Organizer may increase the trip price up to 20 days before the start of the Trip due to changes in:

- fuel costs or other energy sources, or;
- taxes or fees imposed by third parties not directly involved in executing the Trip.

The Organizer may include in the Agreement that trip prices may change based on exchange rate fluctuations. The Agreement must specify the method of recalculation based on such changes.

### **10.2 Termination by the Traveler**

If the price increase exceeds 8% of the total trip price, the Traveler may terminate the Agreement and shall be refunded all amounts paid.

### **10.3 Price Reductions**

If a right to increase the price has been agreed upon, the Traveler has a corresponding right to a price reduction. A €30 administrative fee shall be deducted from any refund.

## **Article 11 - Changes by the Organizer**

### **11.1 Minor Changes**

The Organizer may make minor changes to the Trip prior to departure. The Traveler will be notified of such changes.

### **11.2 Significant Changes**

If necessary, the Organizer may significantly alter essential elements of the Trip before departure. This includes offering an alternative Trip. The Traveler may accept the change or terminate the Agreement without cancellation fees. Upon termination, the Traveler shall be refunded all amounts paid. The Organizer may set a reasonable deadline for the Traveler to communicate their decision. If the Agreement is not terminated within the deadline, the change is considered accepted, and the right to terminate lapses.

## **Article 12 - Cancellation by the Organizer**

### **12.1 Cancellation Due to Minimum Participant Requirements**

The Organizer may cancel the Agreement prior to the start of the Trip if the number of participants is below the minimum stated in the Agreement, provided the Traveler is informed no later than:

- 20 days before departure for Trips of 6 days or longer;
- 7 days before departure for Trips of 2 to 6 days;
- 48 hours before departure for Trips shorter than 2 days.

### **12.2 Cancellation Due to Force Majeure**

The Organizer may cancel the Agreement prior to the start of the Trip if it is unable to execute the Agreement due to unavoidable and extraordinary circumstances.



### **12.3 Refund of Paid Amounts - No Compensation**

In the above cases, the Organizer shall refund amounts already received within 14 days. No compensation is owed. Costs incurred by the Traveler outside of the Agreement, such as vaccinations, visas, gear, insurance, or travel not included in the Trip (e.g., flights, tickets, accommodations), will not be reimbursed.

### **12.4 Cancellation Due to Traveler's Conduct**

If the Traveler fails to meet participation requirements or provides incorrect or incomplete information, the Organizer may cancel the Agreement. The Traveler shall then owe cancellation fees as outlined in article 9.2.

## **EXECUTION OF THE TRIP**

### **Article 13 - Responsibilities & Deficiencies**

#### **13.1 Proper Execution**

The Organizer is responsible for executing the agreed Travel Services, whether provided directly or by another Travel Service Provider, and must meet the reasonable expectations of the Traveler based on the publications, Agreement, and conditions at the destination.

#### **13.2 Changes to Itinerary and Travel Times**

The Organizer shall inform the Traveler of itinerary changes. If the Traveler's accommodation is unknown, communication will be limited to the known email address or phone number.

#### **13.3 Traveler's Duty to Report Issues**

The Traveler must report deficiencies or problems in accordance with article 17 to both the Travel Service Provider and the Organizer.

#### **13.4 Remedy by the Organizer**

The Organizer shall resolve deficiencies unless impossible or disproportionately costly.

#### **13.5 Compensation**

If deficiencies cannot be resolved, the Organizer (or Travel Service Provider) shall consult with the Traveler and may offer compensation or an alternative. No compensation is owed if the Traveler is responsible for the deficiency.

## **Article 14 - Assistance and Support**

### **14.1 Mandatory Assistance**

The Organizer shall assist the Traveler in difficulty, particularly by providing information on medical services, local authorities, consular assistance, communication support, and finding alternative arrangements.

## 14.2 Costs

If the difficulty is due to the Traveler's intent or negligence, the Organizer may charge a reasonable fee for assistance.

# LIABILITY

## Article 15 - Attribution, Force Majeure, and Liability Exclusions

### 15.1 Attribution & Force Majeure

The Traveler is not entitled to compensation for damages resulting from:

- a. the Traveler's own actions;
- b. actions of unrelated third parties that could not have been foreseen or prevented;
- c. unavoidable and extraordinary circumstances.

### 15.2 Limitation of Liability

The Organizer's liability for damages is limited to three times the trip price unless the damage results from death or personal injury or is due to intentional or negligent conduct.

### 15.3 Exclusions Under Treaty or EU Regulation

Liability for damages, including death or personal injury, may be limited or excluded in accordance with applicable international treaties or EU regulations.

### 15.4 Insured Damages

The Organizer is not liable for damages covered by (e.g., health, travel, event, or cancellation insurance).

### 15.5 Limitation Period

Claims by the Traveler expire two years after the Trip occurred. If the Trip did not take place, the period is two years from the planned start date.

### 15.6 Lapse of Rights

Regardless of the limitation period and reporting obligations, all rights to compensation lapse three years after the planned Trip start date.

### 15.7 No Double Compensation

The Traveler cannot claim double compensation. If entitled under treaties or EU law, no additional compensation is granted under this Agreement.

## OBLIGATIONS OF THE TRAVELER

### Article 16 - Traveler Obligations

#### 16.1 **Conduct and Compliance**

The Traveler must behave reasonably and follow all instructions from the Organizer and Travel Service Providers.

#### 16.2 **Consequences of Misconduct - Exclusion**

Failure to comply or causing disturbance may result in partial or full exclusion from the Trip without refund. Additional costs will be borne by the Traveler.

#### 16.3 **Warning**

The Traveler will receive a verbal or written warning before exclusion unless the situation does not reasonably allow for it.

#### 16.4 **Liability and Indemnification**

The Traveler is liable for damage resulting from their behavior or failure to comply with these obligations. The Traveler indemnifies the Organizer against claims from third parties for damages caused by the Traveler.

#### 16.5 **Checking Return Trip Details**

The Traveler must check the exact return time at least 24 hours before departure.

#### 16.6 **Health Requirements**

The Traveler must comply with health requirements at the destination (and transit countries). Changes in regulations fall within the Traveler's risk.

#### 16.7 **Measures by Travel Providers**

Travel Providers may implement reasonable measures to mitigate emergencies, health risks, or comply with laws. Non-compliance may result in denial of service.

#### 16.8 **Use of Materials**

The Traveler must handle provided materials with care. Upon receipt, the Traveler must inspect and report any defects. The Traveler is liable for loss, damage, or theft.

## MISCELLANEOUS PROVISIONS

### Article 17 - Complaints

#### 17.1 **Emergency Contact Information**

The Organizer shall provide emergency contact details prior to departure.

#### 17.2 **Reporting On Site**

Complaints during the Trip must be immediately reported to the relevant Travel Service Provider and, if present, to the Organizer's tour leader. If no tour leader is

present, the complaint must be reported to the Organizer via WhatsApp, text, phone, or during Dutch business hours (9:00-17:00) by email.

### **17.3 *Communication Costs***

The Traveler must limit communication costs, e.g., by using internet calling, WhatsApp, or email.

### **17.4 *Complaints After Return***

Unresolved complaints must be submitted in Writing, with justification, within two months after the Trip.

### **17.5 *Consequences of Failure to Report***

Failure to report complaints promptly may affect compensation unless the Organizer's interests are unaffected. Late complaints will not be processed unless deemed reasonable under the circumstances.

## **Article 18 - Final Provisions**

### **18.1 *Rights of Third Parties***

Employees, auxiliaries, and other parties involved in the Agreement's execution may invoke the same provisions and limitations.

### **18.2 *Replacement provisions***

If any clause is invalid due to mandatory law or is annulled, it shall be replaced by a valid clause that best reflects the original intent.

### **18.3 *Applicable Law***

The offer, the Agreement, and the performance of the Agreement are exclusively governed by Dutch law, unless this is contrary to mandatory law.

If the Traveler resides outside the Netherlands at the time of booking, the following applies: Despite the choice of law, the Traveler shall be entitled to the protection afforded by the mandatory provisions of the law of their country of residence, provided that (cumulatively):

- the Organizer directed its commercial activities related to the agreed Trip to the country in which the Traveler resides, and;
- the agreed travel services are performed wholly or partly in that country.

### **18.4 *Competent Court***

The court in the district where the Organizer has its registered office shall have exclusive jurisdiction to hear disputes relating to the Agreement and anything connected with it, unless this is contrary to mandatory law. In addition, the Organizer is entitled to bring proceedings against the Traveler before the competent court in the Traveler's place of residence.