

# Booking Terms and Conditions

## WHAT YOU NEED TO KNOW

- **CANCELLATIONS & REFUNDS**- The deposit is non-refundable. If cancelling within 60 days of arrival a cancellation penalty of 100% of the total invoice will be incurred. Niseko has a strict cancellation policy as most visitors need to arrange flights, so any cancellations are difficult to re-book. For more details about the cancellation policy please refer to Section 5.
- **COVID 19 SPECIAL CONDITIONS** -For any new bookings made after May 10th, 2020 refunds will be given for any cancellations made before September 1st 2020 for the Holiday Niseko managed properties listed in Section 5. Any cancellation made and subsequently refunded will incur a ¥5000 service fee. If government imposed travel restrictions are put in place after September 1st, 2020 that prevent you from travelling to Niseko we will carry your balance forward until you are able to travel here. For more details about the cancellation policy please refer to section 5.
- **BEDDING CONFIGURATION**- If your accommodation has bedding configuration options, please inform us of the required bedding configuration at the time of booking. If no instructions for bedding configuration are provided then all split beds will be set to singles. Late notice (less than 14days prior to check-in) we cannot guarantee your request.
- **CHECK-OUT TIME IS 10AM** - A late check-out is not possible due to cleaning schedules. Please take this into consideration if you have a late flight as you will not be able to stay in your accommodation after 10am.
- **DELAYS DUE TO WEATHER & CHANGES TO TRAVEL DATES AND TIMES** - If your arrival or departure time or date changes due to delayed or cancelled flights or any other reason we cannot refund for any accommodation or service that has been scheduled in accordance with your instructions. For more details please refer to Section 6.
- **TRAVEL INSURANCE** - It is suggested that travel insurance be purchased at the time of payment rather than just before travel to offer the benefit of coverage as regards Force Majeure. In the case of extreme unforeseeable events that take place after suppliers have been paid, Holiday Niseko will be unable to refund monies. As such clients must rely on their Travel Insurance as a key pathway to seek satisfaction.

## 1. BOOKING

- 1.1. A Reservation is not confirmed until a confirmation is issued by us.
- 1.2. A deposit payment of 20% is required to confirm your booking. This must be paid within 5 days of the reservation being made before a reservation can be confirmed. Failure to do so will result in the reservation being cancelled unless other arrangements are made.
- 1.3. If the Confirmation date is less than 60 days before Check In, the Deposit is 100% of the Accommodation rate and must be paid within 48 hours of the reservation being made before a reservation can be confirmed.
- 1.4. Payment of the accommodation balance must be received no later than 60 days prior to the arrival date. Failure to make the final payment on time may result in the booking being cancelled.
- 1.5. The booking details are as per the confirmation, errors and omissions excepted.
- 1.6. Descriptions and details of our services are subject to change at any time.
- 1.7. All offers, prices, terms and conditions are subject to change or withdrawal without notice prior to a Confirmation being issued.

## 2. PRICES

- 2.1. All prices are in Japanese Yen and include Japanese consumption tax.
- 2.2 We reserve the right to correct any accommodation or guest services rates that may have been misquoted due to human and/or computer error.

## 3. DEPOSIT

- 3.1. The Deposit is 20% of the Accommodation Rate.
- 3.2. If the Confirmation date is less than 60 days before Check in the Deposit is 100% will be due immediately and not refundable.

#### 4. PAYMENT

4.1. We accept Credit Card payments in Japanese Yen. In the case where credit card payment is not possible, bank transfer is accepted.

4.2. Where the currency of your credit card is not Japanese Yen:

4.2.1. All foreign exchange rate calculations and charges are your responsibility.

4.2.2. There may be differences between the date of your credit card payment, the date the charges appear on your credit card statement, and the date on which the currency calculation is made.

4.2.3. Where we cancel, void or refund a payment to your credit card in JPY, there will be changes in the refund amount due to foreign currency exchange rates and fees and charges of your bank or credit card company; any differences are your responsibility.

4.2.4. If a refund due occurs 60 days from original credit card payment. That refund will be paid via a bank transfer, with all transfer fees and exchange rates losses payable by you.

#### 5. CANCELLATIONS

5.1. A Holiday Cancellation is any change to the accommodation type or accommodation dates.

5.2. Cancellation after confirmation but more than 60 days before Check In – For bookings made after May 10th 2020, in the event of a cancellation the Initial Deposit is refundable up until September 1st 2020 for the following Holiday Niseko properties: Asuka, Snowbird, Yukon, Avalon, Cecuko, Ezo Yuki, Flow, Fumoto, Green House, Hurry Slowly A, Himawari, Ikigai, Ishi Couloir, Ise, Kabayama House, Kabayama Townhouse, Kado, Kokage, La PLAGNE, Lodge Mori, Midori House, Mountain Butterfly, Nichigo, North Star, Ori, Ruby Chalet, Sakura, Sekka House, Shiki Koyuki, Shinsetsu, Star Chalet, Udelka, Yoteiyama, Yukine, Yukon, Zangetsu.

5.3. Cancellation of the reservation less than 60 days prior to the arrival date will result in forfeiture of the Entire Amount of the Reservation excepting the circumstances stated in 5.3.1.

5.3.1 If government imposed travel restrictions prevent travel at the dates the guest has booked their booking balance can be used in full as credit toward a new booking to be used within 24 months after the original check in date, when travel to Niseko, Hokkaido is possible for the guest and suitable accommodation is available. Please note nightly rates vary throughout the winter season.

5.3.2 Any difference in credit is non-refundable but can be used toward future accommodation bookings within the 24-month period stated above.

5.4. Cancellation of the reservation by the guest more than 60 days prior to arrival will result in a forfeiture of the Initial Deposit, but the Balance (if already paid) will be refunded.

5.5. We cannot be held responsible for cancelling your booking as a result of your failure to comply with any requirement of our Booking Terms & Conditions, and we cannot be held liable for any expenses, costs or losses incurred by you as a result of any change or cancellation.

#### 6. CHANGES TO TRAVEL DATES AND TIMES, UNUSED AND RESCHEDULED SERVICES

6.1. Where you do not use any accommodation or guest services that you have purchased and booked with us we cannot offer any refund in whole or part.

6.2. If your arrival or departure time or date changes due to delayed or cancelled flights or any other reason we cannot refund for any service that has been scheduled in accordance with your written instructions provided to us 14 days prior to arrival.

6.3. If your arrival or departure time or date changes due to delayed or cancelled flights or any other reason any Guest Service Items you have purchased may not be able to be rescheduled and you may have to repurchase services for the rescheduled time AND there may be delays in supplying a rescheduled service, or alternative service.

6.4. You must make all requests for changes in writing and where we are able to accommodate your requested change our written confirmation will be sent, verbal instructions or confirmation cannot be accepted or honored.

#### 7. ACCOMMODATION

7.1. We reserve the right to substitute or upgrade accommodation with other accommodation to a comparable standard and type.

#### 8. DAMAGE TO ACCOMMODATION, FIXTURES AND FITTINGS & SECURITY DEPOSIT

8.1. You accept responsibility for loss and damage to the accommodation, fittings, furniture and keys during your occupation.

8.2. A valid Credit Card is required as a security deposit and you authorize us to charge all fees and charges properly chargeable under this agreement to that Credit Card.

8.3. Your personal possessions, including lift passes and hire equipment supplied by us, are at your own risk during your stay.

#### 9. CHECK IN/OUT

9.1. The accommodation is available for occupation from 3.00 pm on the day of Check In. The accommodation must be vacated before 10.00 am on the day of Check Out.

9.2. A late check-out is not possible due to cleaning schedules. Please take this into consideration if you have a late flight as you will not be able to stay in your accommodation after 10am.

9.3. A credit card security deposit will be required at check in for ALL properties – you cannot Check In to the accommodation until we have credit card details and authorization for use as a security deposit.

9.4. Japanese Law requires that we obtain names, passport details, addresses and occupations for all guests – you cannot Check In to the accommodation until we have this information for all guests.

## 10. RESORT SERVICES

10.1. Front Desk Services will be provided through our resort office.

## 11. PARKING

11.1. Parking during winter months is severely restricted and must be requested and confirmed for each Booking if required. Charges may apply and some properties do not have parking available and public parking may not be located nearby. Guests who intend to bring a vehicle must confirm availability of parking with us at the time of

Booking.

11.2. Parking on the street is illegal and your car may be towed

## 12. PETS

12.1. No pets are allowed at any accommodation, either inside, outside or remaining in vehicles parked at the accommodation.

## 13. NON-SMOKING

13.1. All our properties are non-smoking. Some properties do not have an outside covered smoking area.

13.2. If you or any in your group smoke in the accommodation and continue to smoke after being requested to stop Holiday Niseko may evict your group or any individual from the accommodation without refund.

13.3. If anyone in your group has smoked in the accommodation you will be charged additional cleaning costs AND costs incurred in compensating later guests who are affected by the smell of smoking or the owner of the property for bookings that need to be relocated to a different property.

## 14. TRAVEL INSURANCE AND LIABILITY

14.1. Some services are provided by agents and principals and the bookings are made subject to the terms and conditions of the agent or principal.

14.2. Subject to Japanese Law Holiday Niseko, our agents and principals are not liable for any loss, damage, delay, consequential loss, injury or death resulting from any act, alteration or omission by Holiday Niseko, our agents or principals, any third party, act of god or other circumstances.

14.3. From the date of Confirmation, you agree to protect yourself and the people in your group against all risks of travel, including the possibility of having to cancel the holiday or alter travel dates, with appropriate Travel Insurance which you will arrange independently of us.

## 15. THIRD PARTY SUPPLIERS

15.1. Elements of your stay may include services supplied by third parties. Such third-party suppliers will usually have their own set of Terms and Conditions relating to the services they provide. You should consult the Terms and Conditions of any third party either before or soon after making a booking if your stay includes such items.

## 16. MISCONDUCT

16.1. If a guest or a member of your party behaves in a way that causes or is likely to cause danger, upset or distress to, a third party, Holiday Niseko staff or intentionally damages the accommodation we are entitled, without prior notice, to curtail the stay and request that the person(s) concerned leave the accommodation. No refunds or return travel arrangements will be made and we will not pay any expenses or costs incurred as a result of such a curtailment.

**You accept these terms and conditions in full when you pay the deposit.**