

Niseko Central Terms and Conditions 2016-2017

BOOKING

- 1.1. A Booking is not confirmed until we have received your Deposit payment and a written Confirmation is issued by us.
- 1.2. All offers, prices, terms and conditions are subject to change or withdrawal without notice prior to a Confirmation being issued.
- 1.3. The Booking details are as per the Confirmation, errors and omissions excepted.
- 1.4. Descriptions and details of our services are subject to change at any time.
- 1.5. The Booking Total specified on the Confirmation is determined by both the number and ages of the guests noted on the Confirmation. Any change to the number of and/or the ages of guests may change the Booking Total amount.

2. PRICES

2.1. All prices are in Japanese Yen and include 8% Japanese consumption tax.

3. DEPOSIT

- 3.1. Payment of the Deposit is needed before a Booking can be confirmed.
- 3.2. The following applies to Winter Bookings, defined as checking-in between 1 November 2016 and 28 April 2017:
 - 3.2.1. If the Confirmation date is more than 60 days before Check-In the Deposit is 20% of the Accommodation Rate (before any discounts).
 - 3.2.2. If the Confirmation date is 60 days or less before Check-In the Deposit is 100% of the Booking Total and is not refundable.
- 3.3. The following applies to Summer Bookings, defined as checking-in between 29 April 2016 and 31 October 2016:
 - 3.3.1. If the Confirmation date is more than 7 days before Check-In the Deposit is 20% of the Accommodation Rate (before any discounts).
 - 3.3.2. If the Confirmation date is 7 days or less before Check-In the Deposit is 100% of the Booking Total and is not refundable.

4. PAYMENT

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- 4.1. The following applies to Winter Bookings, defined as checking-in between 1 November 2016 and 28 April 2017:
 - 4.1.1. The Balance of the Booking Total is required no later than 60 days prior to Check-In.
- 4.2. The following applies to Summer Bookings, defined as checking-in between 29 April 2016 and 31 October 2016:
 - 4.2.1. The Balance of the Booking Total is required no later than 7 days prior to Check-In.
- 4.3. It is not possible to split payment for the Deposit or balance between multiple credit cards.
- 4.4. All payments must be by credit card in Japanese Yen.
- 4.5. Where the currency of your credit card is not Japanese Yen:
 - 4.5.1. All foreign exchange rate calculations and charges are your responsibility.
 - 4.5.2. 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.
 - 4.5.3. 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.

5. CANCELLATION

- 5.1. A change in the any of the following is considered to be a Cancellation of the entire existing Booking, with relevant cancellation charges, and a Re-booking (subject to availability) with the new requirements:
 - 5.1.1. The accommodation; or
 - 5.1.2. The Check-In date;
 - 5.1.3. The Check-Out date.
- 5.2. The following applies to Winter Bookings, defined as checking-in between 1 November 2016 and 28 April 2017:
 - 5.2.1. Cancellation within 7 days of Confirmation but more than 60 days before Check-In: JPY10,000 administration charge; you authorize us to charge the Credit Card which you used to pay the Deposit.
 - 5.2.2. Cancellation after 7 days of Confirmation but more than 60 days before Check-In: full Deposit is forfeit; i.e. nil refund of Deposit.
 - 5.2.3. Cancellation 60 days or less before Check-In: 100% of the Booking Total; i.e. full amount is due and payable.
- 5.3. The following applies to Summer Bookings, defined as checking-in between 29 April 2016 and 31 October 2016:
 - 5.3.1. Cancellation more than 7 days before Check-In: Full refund.

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- 5.3.2. Cancellation between 2 and 7 days before Check-In: 50% of Booking Total.
- 5.3.3. Cancellation 1 day or less before Check-In: 100% of the Booking Total.
- 5.4. Any refund due to you will be paid via a bank transfer, with all transfer fees and exchange rates losses payable by you.

6. GUEST SERVICES

- 6.1. We can provide other services and products (Guest Services) which may be attached to a Booking including Lift Tickets, Airport Transfers, Ski Hire, Ski Lessons, Food Packages, Car Hire and others.
- 6.2. You must advise us in writing at least 14 days prior to Check-In of your flight details for both arrival and departure from Hokkaido. Without this information we are not able to organize and deliver any Airport Transfers you have booked with us.
- 6.3. Payment of the full Guest Services Total is required no later than 7 days prior to Check-In.

7. CANCELLATION OF GUEST SERVICES ITEMS

- 7.1. A cancellation is any change to a Guest Service Item which is not an upgrade or an addition of a new Item.
- 7.2. Where you cancel a Guest Service Item the following applies:
 - 7.2.1. Cancellation 14 days or less prior to Check-In 100% of the price of the Guest Service Item, UNLESS otherwise stated in the terms for that Guest Service Item on our website or the Confirmation.
 - 7.2.2. Any amount to be refunded from cancelled Guest Service Items will be held as a credit on your account with us to be applied to other services, or refunded in cash, during your stay.
 - 7.2.3. Where refund due cannot be refunded to you in cash during your stay that refund will be paid via a bank transfer, with all transfer fees and exchange rates losses payable by you.

8. AMENDMENTS TO A CONFIRMATION

- 8.1. An Amendment is any change to names, adding extra people to your Booking, upgrading of Packaged Items, any change to Guest Service Items or a change from Serviced to Eco Housekeeping.
- 8.2. Amendments after Confirmation incur an administration fee of JPY5,000 per change this does not apply to new Guest Service Items added to your Confirmation.
- CHANGES TO TRAVEL DATES AND TIMES, UNUSED AND RESCHEDULED SERVICES

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- 9.1. Where you do not use Guest Services that you have purchased and booked with us we cannot offer any refund in whole or part.
- 9.2. If your arrival or departure time or date changes due to delayed or cancelled flights or any other reason you will need to claim any loss or extra fees incurred on your travel insurance.
- 9.3. 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.
- 9.4. 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 honoured.

10. ACCOMMODATION, EXTRA PERSON CHARGE AND ADDITIONAL ITEMS

- 10.1. We reserve the right to substitute or upgrade accommodation with accommodation to a comparable standard and type. If we are unable to provide accommodation of a comparable standard under the aforementioned circumstances, we shall refund the Deposit or full payment amount without any deduction. Standard of accommodation is as determined by us.
- 10.2. An extra person fee of JPY5,000 per person per night applies to any Booking over the Standard number of people in an accommodation. Extra guests will be accommodated on Japanese futons. The Maximum number of occupants per accommodation may not be exceeded.
- 10.3. Cots (cribs) and highchairs are free and can be requested at time of Booking and are subject to availability.

11. DAMAGE TO ACCOMMODATION, FIXTURES AND FITTINGS AND SECURITY DEPOSIT

- 11.1. You accept responsibility for damage to the property (including apartment common areas), fittings, furniture, keys and other chattels caused during your occupation, including any consequential losses incurred.
- 11.2. Damage to wooden floors is a common issue, usually caused by guests wearing snow spikes inside the room. The full cost of repair to any damage to the flooring caused during your will be charged to you. There is a minimum charge of JPY20,000. Please understand that in the larger rooms the cost of repairing damaged flooring can exceed JPY2,000,000.
- 11.3. A valid Credit Card is required as a Security Deposit and you authorise us to charge all fees and charges properly chargeable under this agreement to that Credit Card.
- 11.4. Your personal possessions, including lift passes and hire equipment supplied by us, are at your own risk during your stay.

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12. CHECK-IN/OUT

- 12.1. The accommodation is available for occupation from 3pm. (However in the case where you inform us of a later arrival time the accommodation may be prepared just prior to that time. Therefore please ensure to provide up to date arrival times for all guests staying in the accommodation.)
- 12.2. The accommodation must be vacated by 10am.
- 12.3. Where we have not confirmed alternative arrangements in writing and accommodation is not vacated by the Check-Out time, a charge of JPY10,000 for each hour or part thereof that the accommodation is occupied past the Check-Out time will be charged to you.
- 12.4. We reserve the right to enforce vacation of the accommodation any time after the Check-Out time.
- 12.5. A credit card Security Deposit will be required at Check-In for ALL accommodations you cannot Check-In to the accommodation until we have credit card details and authorisation for use as a Security Deposit.
- 12.6. Japanese Law requires that we obtain all Guests' full names, nationalities, passport numbers, postal addresses and occupations at Check-In.

13. HOUSEKEEPING

- 13.1. Your accommodation Housekeeping is either Eco or Serviced which is indicated in your Confirmation:
 - 13.1.1. Eco Fresh Towels and Rubbish Removed every 2nd day (not including Arrival and Departure days); Mid Stay Clean and Linen Change only if guests are staying 8 nights or more
 - 13.1.2. Serviced Full Daily Clean including Fresh Towels for each Adult and Child; Garbage Removal; Cleaning of Accommodation; Washing Dishes; Bed Making (linen change every 2nd night).
- 13.2. The accommodation will be clean and tidy on check-in, beds will be made with fresh linen and bath towels will be supplied.
- 13.3. At check-in complimentary tea, coffee, milk, sugar, body soap, hand soap, conditioning shampoo, dishwasher powder, washing powder, tissues and cleaning products will be provided.
- 13.4. Most rooms can be set up as twin or double, some accommodations have bunk beds the beds will be arranged in the standard bedding configuration unless advised differently by you. Bedding configurations must be supplied at least 7 days prior to arrival. Where a bedding configuration is not supplied or is incorrect due to your omission and you request a change to

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the bedding configuration upon or after arrival additional Housekeeping charges will be billed to you.

14. PETS

14.1. No pets are allowed at any accommodation, either inside, outside or remaining in vehicles parked at the accommodation unless specified as a PET friendly apartment – separate rates and additional conditions apply.

15. PARKING

- 15.1. 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.
- 15.2. Parking on the street is illegal and your car may be towed.

16. NON-SMOKING

- 16.1. All our properties are non-smoking. Some properties do not have an outside covered smoking area.
- 16.2. If guests smoke in the accommodation and continue to smoke after being requested to stop we may evict the group or any individual from the accommodation without any refund.
- 16.3. If anyone in the group has smoked in the hotel they 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 room for bookings that need to be relocated to a different room. The minimum charge is JPY20,000 but may be higher.

17. TRAVEL INSURANCE AND LIABILITY

- 17.1. Niseko Central operates wholly in Japan and the law of Japan applies to all services provided. Where services are provided by agents and principals the Bookings are made subject to the terms and conditions of the agent or principal.
- 17.2. Subject to Japanese Law Niseko Central, 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 HTM K.K., our agents or principals, any third party, act of god or other circumstances.
- 17.3. We expect guests protect themselves against all risks of travel, including the possibility of having to cancel a holiday or alter travel dates, with appropriate Travel Insurance which they arrange at the time they pay their Deposit.

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