

# Booking Terms and Conditions

Please carefully read the following conditions as they form the basis for acceptance of all quotes and bookings.

## - General Conditions

These conditions apply to NOASC Co. Ltd.(NOASC, also trading as "Outdoor Travel Japan") and/or other parties which may be contracted or employed for the purpose of taking holiday bookings and payment thereof on NOASC's behalf.

- The premises are let to you for holiday purposes only for the period stated in the receipt. With telephone, email or postal bookings, the description of the premises by NOASC is made in good faith but no responsibility for misinterpretation can be accepted. The booking is made in good faith by NOASC but may be subject to any changes as may be notified by the owner or other agents acting on behalf of the owners prior to the commencement of the booking. NOASC cannot accept responsibility for actions taken by the owner or other agents of the premises, outside its control. (Every reasonable endeavour will be made to offer alternative accommodation should this occur). Minimum night stay requirements may apply and 'Packages' are subject to special conditions - please see brochure or ask your consultant for further details.

## - Prices and Currency Adjustments

Prices are expressed in Japanese yen. Prices are subject to review (and change) until NOASC receives the final payment. Direct clients and Travel Agents must confirm holiday prices prior to making full payment. Once full payment has been received (including any surcharge) and all suppliers have confirmed booking components, prices are guaranteed.

## - Quotes and Reservations

All quotes and reservations are subject to availability and actual price at the time of booking. Any verbal quote is an estimate only, which will be subject to a written advice on confirmation of reservation.

## - Invoices

All confirmed bookings will be issued with an invoice outlining all services booked. It is the responsibility of the booking agent to ensure all details are correct and the client acknowledges all cancellation conditions.

## - Invoice Errors or Omissions

NOASC reserves the right to correct any errors in rates quoted or calculated for any service notwithstanding that the invoice has been issued unless it has been paid in full.

## - Amendments

An allowance of one free amendment per confirmed arrangement will be permitted. Any further amendments will attract a 5,000yen fee per person. This is additional to any other amendment fee imposed by the principals. Amendments that alter Air Travel will be subject to the conditions of the airfare.

## - Late Booking Fee

NOASC reserves the right to charge a late booking fee plus incidentals such as courier costs if required for any bookings made 14 days before travel.

## - Payments

Payment of deposit indicates acceptance of the terms and conditions of NOASC. After receipt of your full payment, NOASC will confirm your booking to you. A minimum deposit of 50,000yen per person or 20% of the booking (whichever is greater) is required within 7 days of making a booking. Failure to do so could result in the cancellation of your

reservation. The balance falls due at least 60 days prior to departure. Where an Early Bird Special or airfare is purchased the full amount of the booking is due and payable by the date specified.

#### - Bookings through Travel Agent

A travel agent does not receive monies from clients as an agent for NOASC and NOASC accordingly bears no responsibility for such monies until they are received from the travel agent.

#### - Cancellations

Cancellation of a booking must be made in writing and must be received AND acknowledged by NOASC. It is your responsibility to ensure that NOASC receives written notification. A change of date or accommodation is treated as a cancellation and new booking. Cancelled bookings incur a minimum charge of 50,000yen per person or 20% of the booking (whichever is greater) AND any additional charges levied by the airline, hotel and service operators, when cancelled prior to sixty (60) days before travel. For cancellations within sixty (60) days, a fee equal to 100% of the booking value will apply.

#### - Refunds

Any claims for refunds must be made directly with NOASC and confirmed in writing by NOASC and where approved by the supplier of accommodation or services only. Refunds will not be made on any unused portions or components of the holiday nor can components be substituted for alternative arrangements. NOASC does not authorise the employees of any agent or supplier to promise refunds to clients.

#### - Travel Insurance

Please contact our office for details at the time of making your booking and check all details and inclusions. NOASC strongly recommends travel insurance to cover against cancellation fees and loss of deposits, emergency medical, overseas medical and hospital expenses, theft, luggage delay, travel delay, personal liability and car rental excess.

#### - Not Included

Airport or departure taxes, road tolls, laundry, beverages, meals other than specified, insurance and gratuities or tips not listed under tour inclusions. Additional costs incurred by weather or failure of transport services or other circumstances beyond the control of the tour operator or acting agent are also not included, but may be covered by the passengers own travel insurance.

#### - Extra Services

NOASC and associated representatives will not accept responsibility nor approve requests to pay for additional charges for extra services requested by clients and not included in the basic prices stated on the booking confirmation. It is your responsibility to settle these charges, if any, before departure including petrol, surcharges, parking fines or parking fees incurred when a rental vehicle is used.

#### - Airfares

Airfares are arranged by a registered booking agent. This agents wholesale airfares cannot be sold without a land component and have a min. tour price. Airfares are based on limited seat availability so the best airfares are based on booking as far in advance as possible. Airlines have the right to change or remove the fare from the market. Airfares are subject to change without notice.

- Departure taxes are calculated on a daily rate of exchange, therefore are not quoted in the airfare price but as a separate component to the airfare depending on the origin and destination as well as stopovers.

#### - Airline Disclaimer

Airlines involvement in the tour package is as air carrier only and shall carry no responsibility for statements in the literature relating to the tour or any of its features. The agent shall indemnify these air carriers against any claims, action, loss or damage which may be made against them or which they may incur as a result of any misdescription or misleading information contained in the tour literature.

#### - Run of the House

All Suppliers of accommodation reserve the right to re-room properties prior to check-in.

- Use of Security Deposit

NOASC reserves the right to release any part of the security deposit to confirm a booking with a third party. The third party supplier determines the terms and conditions on which the deposit is being held.

- Documents

Prior to departure you will be in possession of airline tickets, itinerary, vouchers and brochures for the resorts. Please ensure that you read all documentation carefully to make sure that all travel arrangements have been organized AND are correct. Documentation is subject to reissue if incorrect through error or omission and the passenger accepts the liability to then pay the correct cost. Lost documents will not be reissued.

- Delivery of Travel Documents

Travel Agents booking with NOASC are required to organise the pick up of documents for their clients through Travcour or similar travel courier document service.

- Lost or Destroyed Vouchers

Replacement of lost or destroyed vouchers and airline tickets will be subject to charges deemed appropriate by NOASC.

- Passports and Visas

All visitors arriving in Japan must ensure that they have the appropriate visas and a valid passport. Prior to departure please ensure that your passport is valid for at least 6 months after the departure date. Visa requirements vary from country to country. Please consult your closest Japanese Embassy, or our staff for advice on necessary travel documents. The possession of the relevant travel documents is the passenger's responsibility.

- Alterations after Departure

Once clients have departed Australia it is their responsibility to contact the service provider directly, should any amendment to confirmed arrangements need to be made, and any charges must be paid direct.

- Child Discounts

Vary between suppliers. As a general rule Children Stay Free or discount programs offer this accommodation in existing bedding when sharing with 2 adults. Children Ski Free offers have conditions that apply and will be noted on your booking confirmations as to the ages and requirements.

- Security Bonds

Credit card details are required upon check in as a security on the apartments and some lodges. If credit card details are not available a cash bond is required.

- Weather Conditions

Under no circumstances can NOASC be held responsible for adverse snow or weather conditions, nor can a holiday be cancelled or altered at any time after the deposit has been paid or is due, on the basis of snow or weather conditions.

- Bed Types

Prices shown are based on existing bed types in the room. Requests for specific bed types (twin/double) must be made at time of booking and supply cannot be guaranteed.

- GST on Domestic Bookings

Where any supply of goods or services is a taxable supply for the purposes of GST, then in respect of such supplies prices quoted include GST. Where any supply is not a taxable supply, the prices quoted do not include GST. Please note that not all suppliers are required to be registered for the purposes of GST and that you cannot assume that the price of any particular supply includes a component of GST. Please contact your consultant should you require information regarding whether GST is included in a particular price.

#### - Website and Brochure Content

Rooms and scenes shown are representative of those featured in the various programs but are not necessarily supplied or visited. Area maps are a guide only and are not to scale. Hotel gradings are an "in-house" comparative within the respective accommodation types and may vary from Tourist Office gradings where ever they may be available. Descriptions of facilities shown as included are subject to change at any time by the providers. The operator has made every reasonable effort to ensure that brochures are accurate at the time of printing but subject to any statutory liability which may not be excluded by law, the operator is not liable for any error, omission or inaccuracy of brochure content whether occurring at or after the time of printing in regard to price or any other detail.

#### - Responsibility Clause

Neither the company nor anyone on its behalf shall be liable for any death, loss, injury, accident, damage to or loss of personal property (including baggage) or delay, illness, strike, war, terrorist attack, civil disturbance, machinery failure, acts of Government or any other authorities, acts of God, improper documentation or any other causes beyond its control. We reserve the right to amend, make variations or cancel holidays or any part thereof. NOASC reserves the right in any way it thinks to cancel or withdraw a tour or holiday or refuse to accept any person on such a tour or holiday. The passage contract used shall constitute the sole contract. All tickets, coupons or orders are issued subject to the terms and conditions under which they are offered and supplied. Programs, tour prices, services and conditions are based on the situation at time of publication of promotional material but prices are subject to change without notice due to unforeseen circumstances, including foreign exchange fluctuations and increases in operating costs. NOASC reserves the right to have you deal directly with any supplier should a dispute occur.

#### - Governing Law of Contract

Any contract for services provided by NOASC for these holidays is deemed to be made in Hokkaido and any disputes shall be dealt with within Hokkaido and heard in the Iwanai Law Courts.

- Any disputes arising from provision of services and product or negligence of suppliers in other countries shall be dealt with under the relevant supplier's country or state laws.

- The airlines do not by virtue of their endorsement of brochure content; represent themselves, either as contracting with any other purchaser of a holiday from SUH/NOASC or as having any other legal relationship with any such purchaser. The services of any IATA carrier, or booking agent may be used.

- In addition to the terms and conditions set out above, any booking is subject to such further terms and conditions as advised at the time of booking or as may be displayed at the time of utilisation of the item or service. Any provision of, or the application of any provision of, these terms and conditions which is void, illegal or unenforceable in any jurisdiction does not affect the validity, legality or enforceability of that provision in any other jurisdiction or of the remaining provisions in that or any other jurisdiction.