

# CHALET YANAGI HOUSE – TERMS & CONDITIONS

*Revised May 2023*

## **1. PAYMENT SCHEDULE**

1. For bookings where the check-in date occurs between November 26th and April 30th inclusive:
  - a. A non-refundable deposit of 20% of the accommodation cost is due at time of booking to confirm your reservation with H2 Group.
  - b. Full payment is required 60 days prior to your check-in date. Failure to do so will result in the reservation being cancelled. The deposit paid will be non-refundable in the event of cancellation.
2. For bookings where the check-in date occurs between May 1st and November 25th inclusive:
  - a. Full payment is required 7 days prior to your check-in date. Failure to do so will result in the reservation being cancelled.

## **2. BOOKING RATES**

1. All rates and payments to be in Japanese Yen.
2. All quoted rates will be valid for 7 days from time of quoting.

## **3. PAYMENT, BANK FEES & CHARGES**

3. Credit card payments may take up to 8 weeks to appear on your credit card statement. The time of the charge and any exchange rates issues are not within our control and must be absorbed by the card holder. Please note that credit card processing times are out of the control.
1. We cannot be held accountable for any exchange rate fluctuations for any payments or refunds processed. These fluctuations are outside of our control and must be absorbed by the card holder.
2. Some additional services booked on your behalf (upon your request) may require cash/credit card payment directly to 3rd party service providers. We are not responsible for any additional fees or charges that may occur for the 3rd party payments.

## **4. CANCELLATION CONDITIONS**

1. For winter bookings where the check-in date occurs between November 26th and April 30th inclusive:
  - a. If the booking is cancelled more than 60 days before check-in date the fee incurred is the 20% non-refundable deposit.
  - b. If the booking is cancelled 60 days or less before check-in date, then a 100% cancellation fee applies.
  - c. Same day cancellation will be considered a No Show and no refund will be available.
  - d. Any cancellation must be made in writing in email and reconfirmed in writing by us before being considered a cancellation.
2. For summer bookings where the check-in date occurs between May 1st and November 25th inclusive:
  - a. If the booking is cancelled more than 7 days before check-in date then no cancellation fee will be payable.
  - b. If the booking is cancelled between 2 and 7 days before check-in date then a 50% cancellation fee will be payable.
  - c. If the booking is cancelled 1 day before check-in date, then a 100% cancellation fee will be payable.
  - d. Same day cancellation will be considered a No Show and no refund will be available.
  - e. Any cancellation must be made in writing in email and reconfirmed in writing by us before being

considered a cancellation.

f. Any remittance fees incurred as part of a refund will be deducted from the refund.

## **5. 3RD PARTY SERVICES**

1. There are various products and services which we can arrange on your behalf which are provided by 3rd party partners in the area. We are not responsible for the actions or liabilities undertaken for these 3rd party services.
2. All Terms and Conditions for the 3rd party services are defined by the Terms & Conditions on their own websites or any channels that they may have put this information forth on. This includes any guest services booked on your behalf by The Management of Chalet.
3. Any cancellation fees incurred in relation to guest services booked on your behalf will be charged to you in full should The Management of Chalet incur a cancellation fee from a 3rd party supplier.

## **6. CHECK IN / OUT**

1. Check-in time is from 4:00pm and check-out time is 10:00am. All luggage must be removed at time of check-out.
2. Early check-in and late check-out can be requested and will be accommodated where the accommodation schedule allows. Early check-in cannot be guaranteed in advance, and late check-out requests can be confirmed the evening prior to the guest's departure.
3. A booking is only valid for the number of guests stated in the most recent booking confirmation issued by us. Exceeding the agreed upon number of guests will result in full cancellation without refund, or an extra charge of ¥20,000 per person, per night – to be decided by us upon consideration of the property and its capacity.
4. Where a late check-out has not been confirmed in writing and the accommodation is not vacated by 10.00am, a late check-out fee of ¥20,000 will be charged for each hour or part thereof that the property is occupied after 10.00am.
5. We reserve the right to enforce vacation of the property any time after the check-out time.

## **7. PASSPORT COPIES & CREDIT CARD DETAILS**

1. In compliance with Japanese Hotel Law, a copy of each guest's passport must be taken on check-in.
2. Valid credit card details including security code are required at check-in as a security deposit. Failure to do so will result in the reservation being cancelled without refund unless other arrangements are made with The Management of Chalet.
3. It is the responsibility of the guest to fill in the check-in document through the link provided by The Management of Chalet.

## **8. ARRIVAL AND DEPARTURE TRANSFERS**

1. For Niseko bookings, The Management of Chalet can assist with arrival and departure transfers between the Hirafu Welcome Center or Kutchan Train Station and the accommodation free of charge. This applies for the guest's arrival and departure from our accommodation only.
2. This service is available from the 1st of December to the 30th of April, between the hours of 7am to 8pm.
3. Where these transfers are requested, the guest is responsible for making the request at least 14 days before arrival and including the following airport transfer details: transfer provider, bus number, and scheduled arrival/departure time.

4. The Management of Chalet will confirm via email the ability to provide the transfer service. This service will not be guaranteed until confirmed by us in writing.
5. The Management of Chalet provides this service to assist our guests and reserves the right to refuse this service based on logistical difficulties.

## **9. CLEANING, LINEN AND TOWELS**

1. Depending on the property, rooms can be set up with either twin or double beds. Preferred bedding configurations must be advised in advance at time of booking.
2. Where a bedding configuration is not supplied and a bedding configuration must be changed at the request of a guest, an amendment charge of ¥10,000 will be billed to the guest.
3. Futons, baby cots and baby highchairs are included free of charge (subject to availability and need to be pre-booked at least 60 days prior to the check-in date).
4. The accommodation will be clean and tidy and have fresh towels and linen at the commencement of each booking.
5. Complimentary hand soap, body soap, shampoo, clothes detergent, dish detergent and sponges will be provided at the commencement of each booking.
6. Other than check-in and check-out cleaning, housekeeping is not provided for properties.
7. At time of check-out, guests are to ensure the accommodation is reasonably tidy, rubbish is separated appropriately in the bins provided, kitchen and dining utensils are washed or in an operating dishwasher, and furniture and chattels replaced to their original position. Excess cleaning costs will be charged to the guest's credit card where this is not the case.

## **10. PARKING**

1. Parking places are only available at some properties and should be confirmed in advance with our Reservations Team. When car parking at the accommodation is available, it is available for use only from time of check-in and is not available for use after check-out.
2. Neither The Management of Chalet nor the accommodation owner shall be liable for the custody of the vehicle of the guest when the guest utilizes any parking area provided by The Management of Chalet, as it shall be regarded that The Management of Chalet simply offers the space for parking.

## **11. DAMAGE TO PROPERTIES, FIXTURES AND FITTINGS, KEYS, AND SECURITY DEPOSIT**

1. Guests must accept responsibility for loss and damage to the accommodation, fittings, furniture, keys and other chattels during occupation.
2. Guests will be charged up to ¥10,000 for each lost or damaged key.
3. ***Valid credit card details including security code are required at check-in as a security deposit. Non-compliance will result in a booking cancellation with no refund.***
4. In the case of loss or damage to the accommodation, fittings, furniture, keys and other chattels during occupation, the guest's credit card will be charged.

## **12. SUB-LETTING**

1. Guests are not permitted to sub-let the accommodation, receive any income from other guests staying at the accommodation, or to advertise or promote the property to others. The Management of Chalet monitors digital media for these activities.
2. Non-compliance will result in a booking cancellation with no refund. Assistance sourcing alternative accommodation will not be provided by The Management of Chalet.

### **13. PETS**

1. No pets are allowed at any accommodation, either inside, outside or remaining in vehicles parked at the accommodation unless granted written permission by The Management of Chalet.

### **14. NON SMOKING**

1. All The Management of Chalet managed properties and vehicles are strictly non-smoking. This includes balconies and common areas in apartment buildings. Some properties do not have an outside covered smoking area.
2. If guests smoke in the accommodation, an immediate ¥500,000 fine will be charged, and The Management of Chalet reserves the right to evict the group or any individual from the accommodation without notice or refund. In addition, The Management of Chalet reserves the right to charge the cost to upgrade the next scheduled booking in the same accommodation.

### **15. EVICTION**

1. The Management of Chalet reserves the right to cancel any booking and evict guests from their accommodation without notice or refund for any of the following:
  - a. Smoking inside the accommodation or common areas in apartment buildings;
  - b. Subletting or reselling the accommodation;Inhabiting the accommodation after the check-out time;
  - c. Using the accommodation for any purpose other than accommodation;
  - d. Behaviour deemed by The Management of Chalet to be threatening, dangerous, or excessively disruptive to other guests including verbal or physical abuse, acts of violence, or disorderly behaviour;
  - e. Causing excessive damage to the accommodation or other property, as deemed by The Management of Chalet; or,
  - f. Undertaking illegal activities in the accommodation or surrounds.

### **16. TRAVEL INSURANCE AND LIABILITY**

1. We strongly recommend guests obtain travel insurance. It is the guest's responsibility to protect themselves against all travel risks including loss of personal belongings, public liability, injury, medical expenses and cancellation or change of booking dates.
2. We expect guests to protect themselves with appropriate travel insurance which they arrange at the time they pay their booking deposit. This is recommended to cover against all risks of travel, including the possibility of having to cancel a holiday or alter travel dates.
3. We operate wholly in Japan and the law of Japan applies to all services provided.
4. Subject to Japanese Law we, 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 us, our agents or principals, any third party, act of god or other circumstances.
5. Under no circumstances can The Management of Chalet or its partners or any of the property owners be held responsible for snow or weather conditions and cancellations made thereafter. Holidays cannot be cancelled other than in accordance with the cancellation policy detailed in this document.

### **17. CHANGES, RESPONSIBILITY & FURTHER**

1. In providing booking services The Management of Chalet or its partners acts as an agent for various property owners and we do not accept or undertake any personal liability when acting in this capacity.
2. No responsibility or liability is accepted or undertaken by The Management of Chalet, its partners, its employees, agents or contractors for any death, injury, accident, damage to personal property

(including baggage) or any other matter arising from any act, omission or thing outside of their control.

3. The Management of Chalet or its partners reserves the right to cancel any booking should anything arise, which in our opinion absolutely renders the booking impractical. In such an event, we shall notify you as soon as possible and do our best to arrange alternative accommodation or alternative dates suitable, failing which all deposit monies paid will be refunded, but no other claim, right or action shall exist in or be made by either party.
4. Premises are let for holiday purposes only for the period stated on your letter/receipt issued by The Management of Chalet or its partners but may be subject to change as may be notified by the owner prior to the commencement of the booking. All advance deposits are accepted on behalf of the current owner, however we will not accept responsibility for decisions, actions or arrangements taken by the current owners of the premises or any other body which is outside our control.
5. All information in respect of goods and services offered, including prices, is subject to alteration or withdrawal without notice. The Management of Chalet and its partners have the right to alter, amend or cancel all or any arrangements or prices in regard to accommodation.
6. In addition to the terms and conditions set out above, any booking is subject to further terms and conditions as advised at the time of booking or as may be displayed at the time of utilization 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.