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## CHALET YANAGI – TERMS & CONDITIONS

*Revised November 2020*

### **1. Payment**

1. A deposit of 20% of the total cost of the complete booking must be paid within 3 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.
2. A reservation is not confirmed until we have issued a written Deposit Received Confirmation and your deposit payment has cleared in our account.
3. Payment of the balance of the accommodation must be received no later than 30 days prior to the arrival date. Failure to make the final payment on time may result in the booking being cancelled. Cancellation fees will be charged in accordance with the Cancellation Conditions set out below.
4. If the date on which the reservation is made or the date on which the deposit is otherwise due, is less than 30 days prior to the arrival date, immediate payment in full of the Total Cost is required at the time of making the reservation unless otherwise notified to you at the time the reservation is made.
5. 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 of TLS Travel Group Limited.
6. TLS Travel Group Limited 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.
7. 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.

### **2. Amendments to confirmation**

1. Amendments after a booking has been confirmed incur an administration fee of ¥5,000 per change – this does not apply to Guest Services added to the booking.
2. An amendment includes any change to names and adding extra people to your booking.



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**3. Cancellation Policy**

1. Any cancellation must be made in writing (email) and reconfirmed in writing by TLS Travel Group Ltd before being considered a cancellation.
2. Our cancellation policy is outlined below:
  - Cancellation outside of 30 days of travel- no cancellation fee applies
  - Cancellation inside of 30 days of travel- travel credit will be provided up to the value of the original booking to be utilised within 12 months.
  - Same day cancellation will be considered a No Show and no refund will be available.
3. Any cancellation fees incurred in relation to guest services booked on your behalf will be charged to you in full should TLS Travel Group Ltd incur a cancellation fee from a 3rd party supplier.

**4. 3rd Party Services**

1. There are various services and products which we are able to arrange on your behalf that 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 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 TLS Travel Group Ltd.

**5. Accommodation**

1. Any changes to the property booked, check in date or check out date will be treated as a cancellation unless otherwise agreed.
2. Cancellation within 7 days of initial confirmation will not incur a fee from TLS Travel Group Ltd, however any bank fees incurred in the refund process will be deducted from the deposit prior to the refund being issued.
3. Cancellation after the booking is confirmed AND before the Balance Due date is subject to a cancellation fee of ¥20,000, or 20% of the total amount at standard rates before any discount has been applied (which ever is greater) plus any transaction fees incurred. TLS Travel Group Ltd will return the balance amount to you.
4. Cancellation after Balance Due date is subject to a cancellation fee of 100% of the total amount. That is, there will be no refund.



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**6. Guest Services**

1. Any change to a guest service that is not an addition of a new item may be treated as a cancellation unless otherwise agreed.
2. An amendment fee of 5,000 JPY will be charged for any guest service cancellation IN ADDITION to the following:
3. Cancellation 7 days or less prior to check-in is subject to a cancellation fee of 100% of the guest service retail price before any discounts have been applied.
4. Any bank fees incurred in the refund process will be deducted from the deposit prior to the refund being issued.

**7. Check in / out**

1. Our regular check in time is from 4:00pm and check out time is 10:00am. We aim to provide a complimentary late check out wherever possible for your convenience, however this is not guaranteed.
2. Early check in requests may not be possible due to housekeeping restrictions and is on a request basis only once in resort.
3. In compliance with Japanese Hotel Law, a copy of each guest's passport must be taken on check in. Non-compliance will result in a booking cancellation with no refund.
4. 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.
5. A booking is only valid for the number of guests stated in the most recent booking confirmation issued by TLS Travel Group Ltd. Exceeding the agreed upon number of guests will result in full cancellation without refund, or an extra charge of 50,000 JPY per head per night – to be decided by TLS Travel Group Ltd upon consideration of the property and its capacity.
6. When car parking at the accommodation is available, this is available between the regular check in and check out hours only, unless by prior arrangement.
7. 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 10,000 JPY for each hour or part thereof that the property is occupied after 10.00am.
8. We reserve the right to enforce vacation of the property any time after the check out time.



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**8. Cleaning, Linen & Towels**

1. Depending on the property, rooms can be set up with either twin or double beds if requested at the time of booking. Where a bedding configuration is not supplied and a bedding configuration must be changed at the request of a guest, an amendment charge of ¥5,000 to the guest.
3. The accommodation will be clean and tidy, and have fresh towels and linen at the commencement of each booking. Complimentary hand soap, body soap, shampoo, clothes detergent, dish detergent and sponges will be provided at the commencement of each booking.
4. At time of check out, guests are to ensure the accommodation is reasonably tidy, all rubbish is in the bins provided, kitchen and dining utensils are washed or in an operating dishwasher, and furniture and chattels are replaced to their original position. Excess cleaning costs will be charged to the guest's credit card where this is not the case.

**9. Damage to Properties, Fixtures & Fittings, Keys & Security Deposit**

1. Guests accept responsibility for loss and damage to the accommodation, fittings, furniture, keys and other chattels during occupation and permit TLS Travel Group Ltd to charge their credit card in cases where loss or damage has occurred.
2. There will be a fee of up to 10,000 JPY per lost or damaged keys. If this has not been paid for, it will be charged to your credit card.
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.

**10. Smoking & Pets**

1. All properties and service vehicles are strictly non-smoking. If guests smoke in the accommodation or a service vehicle, they will be immediately charged a 50,000 JPY fine, and they may be evicted from the accommodation without refund. Additional cleaning costs will be charged as well as compensatory charges for later guests affected by the smell, including costs of alternative accommodation.
2. Pets are not allowed in any properties or outside in vehicles without written permission by TLS Travel Group Ltd. If guests have an animal in the accommodation without permission by TLS Travel Group Ltd, they may be evicted without refund. Additional cleaning costs will be charged as well as compensatory charges for later guests affected in any way.

**11. Sub-Letting**

1. The letting agreement is solely between TLS Travel Group Ltd and the lead guest. Guests are not permitted to sub-let the accommodation, receive any income from other guests, or to promote the property to others. TLS Travel Group Ltd monitors digital media for these activities.



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2. Non-compliance will result in an immediate booking cancellation and eviction with no refund. Assistance sourcing alternative accommodation will not be provided.

## **12. Vehicles**

1. Japan recognises only international drivers licenses which are based on the Geneva Convention of 1949. For rental cars and/or vehicles that are provided inclusive with accommodation, this international drivers license must be presented in addition to your home-country driver license on arrival.

2. For vehicles that are provided inclusive with accommodation, the driver must also be 26 years of age or older. Failure to comply will result in full cancellation without refund.

3. Parking is not always guaranteed at accommodation depending on the property and the level of snowfall. Please contact TLS Travel Group Ltd to confirm availability at your selected property.

## **13. Travel Insurance & Liability**

1. **We always 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 and cancellation or change of booking dates.

2. 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.

3. Subject to Japanese Law we, 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.

## **14. Weather Conditions**

1. Under no circumstances can TLS Travel Group Ltd 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.

## **15. Airport Transfers**

1. The last bus from the airport departs at 21:30 in the winter. If your domestic flight arrives at New Chitose Airport later than 8:40pm (7:30pm for International Flights) the bus companies will not accept your reservation. For departures, the earliest bus arrives at New Chitose airport from Niseko at 11:00am. If your flights do not fit into these times you will need to take a private transfer. Private airport transfers will wait thirty minutes after the agreed meeting time. After thirty minutes, the transfer will be considered cancelled and full cancellation fees apply.



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**16. Changes, Responsibility & Further**

1. In providing booking services TLS Travel Group Ltd acts as an agent for various property owners and TLS Travel Group Ltd does not accept or undertake any personal liability when acting in this capacity.
2. No responsibility or liability is accepted or undertaken by TLS Travel Group Ltd, 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. TLS Travel Group Ltd 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 TLS Travel Group Ltd 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. TLS Travel Group Ltd 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 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.