

# Samurai Snow – Terms and Conditions of trade v20

At Samurai Snow Limited we strive to provide our guests with a premium level of service.

The terms and conditions below form the basis of your contract with us. Please read them carefully as they set out our respective rights and obligations. By asking us to confirm your booking, we are entitled to assume that you have had the opportunity to read and have read these booking conditions and agree to them.

We offer and you can book through us 2 types of arrangements as set out below. Who you will have a contract with and the terms which will apply to that contract depend on the type of arrangements you book.

Section (a) Terms which apply when you book accommodation only or another individual arrangement – your contract will be with the 3<sup>rd</sup> Party Supplier of the services in question and not with Samurai Snow Limited. We act only as agent for the 3<sup>rd</sup> Party Supplier.

Section (b) Terms which apply when you book packages arranged by Samurai Snow Limited – your contract will be with us.

All advertised arrangements are subject to availability at the time we confirm your booking request. Apparent on line availability may not always exist in real time.

The following clauses apply to all bookings.

## 1. The Meaning of words used in these booking conditions.

The following booking conditions, will form the contract between you and us for your holiday with us.

In this contract a reference to:

"you", "your" & the "guest"	means all persons named on the booking, or any of them where applicable (including anyone who is added or substituted at a later date).
"We", "Us" & Samurai Snow	means Samurai Snow Limited of 61 Blewbury Road, Didcot, OXON, OX11 9LE, company registration number 08060864.
"accommodation only"	means a booking for only accommodation.
"individual arrangement"	means such things as, but not limited to, Airport Transfers, Vehicle Rental, Lift Passes, Equipment Hire, Private Lessons, Group Lessons, Day Tours, Guiding & Back Country Tours, Catering, Child Care, Grocery and/or Wine Delivery, Massage, Snow Shoeing, Snow Mobiling and Cross Country Skiing.
"3 <sup>rd</sup> Party Supplier"	means a supplier of any accommodation only or individual arrangement booking for whom we act as a booking agent only.
"holiday"	means a combination of accommodation and transport for the same holiday (with or without any additional services) which is booked by you with us at the same time.
"arrangements"	means accommodation only, individual arrangement or a holiday as applicable.
"booking"	means any booking of any arrangements.

## 2. Booking & Confirmation

The first named person on the booking ("party leader") must be authorised to make the booking on the basis of these booking conditions by all persons named on the booking and by their parent or guardian for all party members who are under 18 when the booking is made. By paying the deposit the party leader confirms that

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he/she is so authorised. The party leader is responsible for making all payments due to us. The party leader must be at least 18 when the booking is made.

Subject to the availability of your chosen arrangements, your arrangements will be confirmed by the issuing of a confirmation invoice. This invoice will be sent to the party leader. Please check this invoice carefully as soon as you receive it. Contact us immediately if any information which appears on the confirmation or any other document appears to be incorrect or incomplete as it may not be possible to make changes later.

We will communicate with you by e-mail in relation to your booking. You must accordingly check your e-mails on a regular basis. We may also contact you by telephone and/or post if we cannot, for whatever reason, contact you by e-mail. Certain documents may need to be sent by post. References in these booking conditions to “send” and “in writing” include communication by e-mail.

A binding contract between you and the 3<sup>rd</sup> Party Supplier or us, as applicable, comes into existence when we dispatch the confirmation invoice to the party leader.

All offers, prices, terms and conditions are subject to change or withdrawal without notice, prior to a confirmation invoice being issued.

Please note that a Booking Fee of 2% will apply to your reservation prior to deposit payment being made. This fee applies irrespective of the method of payment that you choose.

### 3. Payment

Payment can be made:

- (i) by way of credit card or debit card. Instructions for payment via our secure online payment system will be sent to you by email. Upon submission of your card details, your card will be processed for payment and we will notify you of its success or failure.
- (ii) via electronic funds transfer to our bank account as outlined on the confirmation invoice. Make sure when international (non-UK) bank transfers are performed to specify that bank's charges are to be paid by the sender. All bank charges must be paid separately to the reservation cost. This is your responsibility.

Please note that only card payments made using a MasterCard or Visa is accepted. American Express is not accepted.

You are responsible for all bank and transfer fees charged by your bank or international transfer company.

### 4. Prices

Please note, changes and errors occasionally occur. You must check the price of your chosen arrangements at the time of booking.

### 5. Cancellations by you

Any cancellation made by you must be in writing and received by us. The cancellation date will be deemed to be the date which we receive your cancellation request.

In the event of cancellation charges may apply, for further details see the terms applicable to your booking below.

### 6. Force Majeure

Except where otherwise expressly stated in these booking conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our obligations under our contract with you is prevented or affected by or you otherwise suffer any damage, loss or expense of any nature as a

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result of "force majeure". In these booking conditions, "force majeure" means any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include, whether actual or threatened, war, riot, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control

### **7. Accommodation**

Samurai Snow and its 3<sup>rd</sup> Party Suppliers reserve the right to substitute or upgrade accommodation with accommodation to a comparable standard and type.

For some bookings you may be charged a winter service charge. If this applies to your arrangements you will be advised at the time of booking.

#### Extra Person Policy

All properties have a set capacity determined by the bedding in that property. In some cases additional bedding capacity in the form of Japanese Futon(s) / Sofa Bed(s) or additional Rollaway Bed(s) etc may be provided for an extra guest nightly charge. The extra guest charge varies according to the property. This must be arranged with Samurai Snow prior to arrival.

A booking is only valid for the number of guests stated in the most recent booking confirmation issued by Samurai Snow. Exceeding the agreed upon number of guests will result in full cancellation without refund, or an extra charge of ¥50,000 per person, per night – to be decided by Samurai Snow or its 3<sup>rd</sup> Party Supplier upon consideration of the property and its capacity.

#### Property Damage

You accept responsibility and will incur all costs for replacement or repair of any damage incurred to the property by you or any member of your party. Full payment for any such damage or loss (reasonably estimated if not precisely known) must be made direct to the accommodation owner or manager or other supplier or to us as soon as possible. If the actual cost of the loss or damage exceeds the amount paid where estimated, you must pay the difference once known. If the actual cost is less than the amount paid, the difference will be refunded. You should ensure you have appropriate travel insurance to protect you if this situation arises.

The 3<sup>rd</sup> Party Suppliers may require credit card details and authorization at check in as a security deposit. In the event of damage, guests may be charged to this card after check out.

#### No Smoking Policy

The majority of 3<sup>rd</sup> Party Suppliers maintain a strict "No Smoking" policy within all accommodation buildings. There may be a penalty charge and the 3<sup>rd</sup> Party Supplier may evict any person or party not adhering to this policy.

If anyone in the accommodation has smoked in the accommodation they may be charged additional cleaning costs or consequential losses of, but not limited to, ¥200,000.

#### Pets

All properties have a strict "NO PETS" policy. Under no circumstances will pets be permitted to stay in any of the properties booked through us.

#### Bedding Configuration

It is your responsibility to advise us of your chosen bedding configuration more than 14 days prior to your arrival. In case of no notification, where possible, beds will be made up as twin. If your requests changes to this an extra surcharge will apply.

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## Check In information

On check in you will be required to provide your full name, age, passport number, postal address, nationality and occupation in accordance with Japanese Law.

## Check In / Out

Check in time is from 3:00pm and check out time is 10:00am, unless stated otherwise.

## Telephone Charges

Guests will be liable for all telephone charges in applicable properties.

## **8. Snow Conditions**

Neither we nor any 3<sup>rd</sup> Party Supplier can control the amount of snow fall and by booking you therefore agree that under no circumstances can either us or the 3<sup>rd</sup> Party Supplier be held responsible for snow conditions.

## **9. Travel Insurance**

We consider adequate travel insurance to be essential. Please read your policy details carefully and take them with you on holiday. It is your responsibility to ensure that the insurance cover you purchase is suitable and adequate for your particular needs. We do not check insurance policies.

## **10. Travel Documents**

The passport and visa requirements applicable at the time of printing to British citizens for the arrangements we offer are shown on the Ministry of Foreign Affairs of Japan website. Requirements may change and you must check the up to date position in good time before departure. A full British passport presently takes approximately 2 to 6 weeks to obtain. If you or any member of your party is 16 or over and haven't yet got a passport, our recommendation is that you should apply for one at least 6 weeks before your holiday. The UK Passport Service has to confirm your identity before issuing your first passport and will ask you to attend an interview in order to do this. If you or any member of your party is not a British citizen or holds a non British passport, you must check passport and visa requirements with the relevant Embassy or Consulate of Japan.

Details of any compulsory health requirements applicable to British citizens for your arrangements are shown the Ministry of Foreign Affairs of Japan website. It is your responsibility to ensure you are aware of all recommended vaccinations and health precautions in good time before departure. Details are available from your GP surgery and from the National Travel Health Network and Centre [www.nathnac.org](http://www.nathnac.org) Information on health is contained in the Department of Health leaflet T7 (Health Advice for Travelers) available from the Department of Health by telephone on 0870 1555455 or via its website [www.dh.gov.uk](http://www.dh.gov.uk) and from most Post Offices. For holidays in the EU / EEA you should obtain an EHIC (European Health Insurance Card) prior to departure from the Department of Health (see leaflet T7 and the website [www.dh.gov.uk](http://www.dh.gov.uk)). Health requirements and recommendations may change and you must check the up to date position in good time before departure.

It is the party leader's responsibility to ensure that all members of the party are in possession of all necessary travel and health documents before departure. All costs incurred in obtaining such documentation must be paid by you. We regret we cannot accept any liability if you are refused entry onto any transport or into any country due to failure on your part to carry all required documentation. If failure to have any necessary travel or other documents results in fines, surcharges or other financial penalty, costs or expenses being imposed on or incurred by us, you will be responsible for reimbursing us accordingly.

## **11. Participation & Behaviour**

The cultural experience is a significant component of travel to Japan. We encourage all travellers to be tolerant and accepting of cultural differences. We, and/or the 3<sup>rd</sup> Party Supplier in question, reserve the right to immediately cancel your booking if at any time, it is in the reasonable opinion of us or the supplier concerned considered that you are acting in a way which may cause accident, injury, discomfort, property

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damage or extreme displeasure to, staff, other guests or our suppliers. You will understand that this extreme action will not be taken lightly but may be necessary to protect the health, safety or enjoyment of others. In such circumstances no refund will be given and no expenses or costs incurred as a result of the termination will be paid.

### **12. Suppliers**

The services which make up your holiday are provided by independent suppliers. Those suppliers are entirely responsible for supplying the products and services to you and any involvement Samurai Snow has in facilitating your booking with the supplier is as the supplier's agent. Those suppliers provide these services in accordance with their own terms and conditions. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable international conventions. Copies of the relevant parts of these terms and conditions and of the international conventions are available on request from ourselves or the supplier concerned.

### **13. Errors and Omissions**

The information contained on our website and in our other advertising material is believed correct to the best of our knowledge at the time of printing or publication. However, errors may occasionally occur and information may subsequently change. You must therefore ensure you check all details of your chosen arrangements (including the price) with us at the time of booking.

### **14. Privacy**

We will be required to provide personal information about you and your party suppliers to enable provision of services.

### **15. Special requests and medical conditions / disabilities**

If you have any special request, you must advise us at the time of booking. Although we will endeavour to pass any reasonable requests on to the relevant supplier, we regret it cannot usually be guaranteed any request will be met. Failure to meet any special request will not be a breach of contract on our part or that of the 3<sup>rd</sup> Party Supplier. Confirmation that a special request has been noted or passed on to the supplier or the inclusion of the special request on your confirmation invoice or any other documentation is not confirmation that the request will be met. Unless and until specifically confirmed, all special requests are subject to availability. For your own protection, you should obtain confirmation in writing that a special request will be complied (where it is possible to give this) where it is important to you.

We regret we nor the 3<sup>rd</sup> Party Supplier cannot accept any conditional bookings, i.e. any booking which is specified to be conditional on the fulfilment of a particular request. All such bookings will be treated as "standard" bookings subject to the above provisions on special requests.

If you or any member of your party has any medical condition or disability which may affect your holiday or has any special requirements as a result of any medical condition or disability (including any which affect the booking process), please tell us before you confirm your booking so that we can assist you in considering the suitability of the arrangements and/or making the booking. In any event, you must give us full details in writing at the time of booking and whenever any change in the condition or disability occurs. You must also promptly advise us if any medical condition or disability which may affect your holiday develops after your booking has been confirmed.

### **16. Excursions, activities and general area information**

We may provide you with information (before departure and/or when you are away) about activities and excursions which are available in the area you are visiting. We have no involvement in any such activities or excursions which are neither run, supervised, controlled nor endorsed in any way by us. They are provided by local operators or other parties who are entirely independent of us. They do not form any part of your contract with us even where we suggest particular operators/other parties and/or assist you in booking such activities or excursions in any way. We cannot accept any liability on any basis in relation to such activities or excursions. We do not however exclude liability for the negligence of ourselves or our employees resulting in your death or personal injury.

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We cannot guarantee accuracy at all times of information given in relation to such activities or excursions or about the area you are visiting generally or that any particular excursion or activity which does not form part of our contract will take place as these services are not under our control. If you feel that any of the activities or excursions referred to in our brochure, on our website and in our other advertising material which are not part of our contract are vital to the enjoyment of your holiday, write to us immediately and we will tell you the latest known situation. If we become aware of any material alterations to area information and/or such outside activities or excursions which can reasonably be expected to affect your decision to book a holiday with us, we will pass on this information at the time of booking.

## **Section (a) Terms which apply to accommodation only or an individual arrangement**

### **1. Your contract**

Where you book accommodation or another individual arrangement only, your contract will be with the 3<sup>rd</sup> Party Supplier concerned as advised at the time of booking. The 3<sup>rd</sup> Party Supplier's terms and conditions will apply to your contract. Copies of these terms and conditions, which may include exclusions and limitations of liability, are available on request.

To make such a booking you must pay a deposit of 25% of the total cost of the arrangements (or full payment if booking within 30 days of departure for an individual arrangement and 75 days in the case of accommodation only (or 100 days prior to departure for Accommodations listed on the Exceptional Accommodations List in Appendix A) at the time of booking. The balance of the cost of the arrangements must be received by us not less than 30 days in the case an individual arrangement and 75 days in the case of accommodation only prior to departure (or 100 days prior to departure for Accommodations listed on the Exceptional Accommodations List in Appendix A). This date will be shown on the confirmation invoice. Reminders are not sent. If we do not receive all payments due (including any surcharge where applicable) in full and on time, we are entitled to assume that you wish to cancel your booking. In this case, the 3<sup>rd</sup> Party Supplier will be entitled to keep all deposits paid or due at that date. If we do not cancel straight away because you have promised to make payment, you may have to pay cancellation charges depending on the date your booking is treated as cancelled

Except where otherwise advised or stated in the terms conditions of the 3<sup>rd</sup> Party Supplier's concerned, all monies you pay to us for arrangements will be held on behalf of the service provider concerned.

### **2. Liability**

We act as agent where you book 3<sup>rd</sup> Party Supplier arrangements only. We have no liability for the acts or defaults of 3<sup>rd</sup> Party Supplier or any of their employees, agents, suppliers or sub-contractors. Similarly, we cannot accept any liability for the performance of any services which form part of such a booking.

### **3. The cost of your arrangements**

3<sup>rd</sup> Party Supplier's may reserve the right to increase the price agreed at the time of booking in accordance with their terms and conditions.

### **4. Changes and cancellation by the 3<sup>rd</sup> Party Supplier**

3<sup>rd</sup> Party Supplier's may reserve the right to cancel and make changes to confirmed arrangements in accordance with their applicable terms and conditions.

### **5. Changes or cancellation by you**

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Should you wish to make any changes to your confirmed arrangements, you must notify us in writing as soon as possible, it will be up to the 3<sup>rd</sup> Party Supplier concerned as to whether any changes can be made. We will charge an amendment fee of £50.00 per person for assisting with any changes to a confirmed booking.

In addition you will also be responsible for any costs incurred and fees levied by the 3<sup>rd</sup> Party Supplier.

Cancellation charges may be charged by the 3<sup>rd</sup> Party Supplier for any cancellation in accordance with their applicable terms and conditions.

### 6. Financial security

3<sup>rd</sup> Party Supplier's may or may not offer financial security to protect your booking.

### 7. Complaints

If you have any complaints concerning any service(s) we provide, you must inform us straight away in writing and in any event within 28 days of the end of any arrangements booked through us. We regret we cannot accept any liability if we are not so notified. Our maximum liability to you if we are found to have been at fault in relation to any service(s) we provide (as opposed to any service provided by any 3<sup>rd</sup> Party Supplier for whom we are not responsible) is limited to the commission we have earned or are due to earn in relation to the booking in question.

## Section (b) Terms which apply to Packages provided by Samurai Snow

### 1. Your Contract

Your contract will be with us. We both agree that English law (and no other) will apply to your contract and to any dispute, claim or other matter of any description which arises between us ("claim") except as set out below. We both also agree that any claim must be dealt with by the Courts of England and Wales only unless, in the case of Court proceedings, you live in Scotland or Northern Ireland. In this case, proceedings must either be brought in the Courts of your home country or those of England and Wales. If proceedings are brought in Scotland or Northern Ireland, you may choose to have your contract and any claim governed by the law of Scotland/Northern Ireland as applicable (but if you do not so choose, English law will apply).

### 2. Payment

In order to confirm your chosen holiday, a deposit of the full cost of any flights and 25% of the total holiday cost (or full payment if booking within 75 days of departure or within 100 days for packages that include one of the Accommodations listed on the Exceptional Accommodations List in Appendix A) must be paid at the time of booking. You will be advised of the precise amount when booking.

The balance of the holiday cost must be received by us not less than 75 days prior to departure (or 100 days prior to departure for packages that include one of the Accommodations listed on the Exceptional Accommodations List in Appendix A). This date will be shown on the confirmation invoice. Reminders are not sent. If we do not receive all payments due (including any surcharge where applicable) in full and on time, we are entitled to assume that you wish to cancel your booking. In this case, we will be entitled to keep all deposits paid or due at that date. If we do not cancel straight away because you have promised to make payment, you must pay the cancellation charges shown in clause below depending on the date we reasonably treat your booking as cancelled.

### 3. Prices and surcharging

Once the price of your chosen holiday has been confirmed at the time of booking, then subject to the correction of errors, we will only increase or decrease the price in the following circumstances. Price increases or decreases after booking will be passed on by way of a surcharge or refund. A surcharge or refund (as applicable) will be payable, subject to the conditions set out in this clause, in the event of any change in our transportation costs or in dues, taxes or fees payable for services such as landing taxes or

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embarkation or disembarkation fees at ports or airports or in the exchange rates which have been used to calculate the cost of your holiday.

Even in the above cases, only if the amount of any increase in our costs exceeds 2% of the total cost of your holiday (excluding insurance premiums and any amendment charges) will we levy a surcharge. If any surcharge is greater than 10% of the cost of your holiday (excluding insurance premiums and any amendment charges), you will be entitled to cancel your booking and receive a full refund of all monies you have paid to us (except for any amendment charges) or alternatively purchase another holiday from us as referred to in clause headed “Amendments”.

You have 14 days from the issue date printed on the surcharge invoice to tell us if you want to choose option (b) or (c) as set out in clause 6 below. If you do not tell us that you wish to choose either of these options within this period of time, we are entitled to assume that you do not wish to do so and will pay the surcharge. Any surcharge must be paid with the balance of the cost of the holiday or within 14 days of the issue date printed on the surcharge invoice, whichever is the later.

Please note that arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your holiday due to contractual and other protection in place.

A refund will only be payable if the decrease in our costs exceeds 2% of the total cost of your holiday as set out above. Where a refund is due, we will pay you the full amount of the decrease in our costs.

We promise not to levy a surcharge within 30 days of departure. No refund will be payable during this period either.

### **4. Amendments**

Should you wish to make any changes to your confirmed holiday, you must notify us in writing as soon as possible. Whilst we will endeavour to assist, we cannot guarantee we will be able to meet any such requests. Where we can, an amendment fee of £50.00 per person will be payable together with any costs incurred by ourselves and any costs or charges incurred or imposed by any of our suppliers. A change of holiday dates will normally be treated as a cancellation of the original booking and rebooking in which case cancellation charges will apply. Changes may result in the recalculation of the holiday price where, for example, the basis on which the price of the original holiday was calculated has changed.

If any member of your party is prevented from travelling, the person(s) concerned may transfer their place to someone else (introduced by you) providing we are notified not less than two weeks before departure. Where a transfer to a person of your choice can be made, all costs and charges incurred by us and/or incurred or imposed by any of our suppliers as a result together with an amendment fee of £50.00 must be paid before the transfer can be effected. Any overdue balance payment must also be received. For flight inclusive bookings, you must pay the charges levied by the airline concerned. As most airlines do not permit name changes after tickets have been issued for any reason, these charges are likely to be the full cost of the flight.

### **5. Cancellation by you**

Should you or any member of your party need to cancel your holiday once it has been confirmed, the party leader must immediately advise us in writing. Your notice of cancellation will only be effective when it is received in writing by us at our offices. As we incur costs from the time we confirm your booking, the following cancellation charges will be payable.

Cancellation terms may differ from those listed below as a condition of acceptance of promotional discount rates. Where cancellation terms differ from those below, the cancellation terms will be specified on the quote or confirmation document provided to you.

Where the cancellation charge is shown as a percentage, this is calculated on the basis of the total cost payable by the person(s) cancelling excluding insurance premiums and amendment charges. Insurance premiums and amendment charges are not refundable in the event of cancellation.



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### Standard Cancellation Terms for all packages that do not include an Exceptional Accommodation\*

<b>Period before departure within which written notification of cancellation is received by us</b>	<b>Cancellation Charge per person cancelling</b>
More than 75 days before departure	Loss of deposit
74 to 0 days before departure	100%

### Cancellation Terms for Packages including an Exceptional Accommodation\*

<b>Period before departure within which written notification of cancellation is received by us</b>	<b>Cancellation Charge per person cancelling</b>
More than 100 days before departure	Loss of deposit
99 to 0 days before departure	100%

\* The list of Exceptional Accommodations is defined Appendix A.

Depending on the reason for cancellation, you may be able to reclaim these cancellation charges (less any applicable excess) under the terms of your insurance policy. Claims must be made directly to the insurance company concerned.

## **6. Cancellations and Changes By Samurai Snow**

We start planning the holidays we offer many months in advance. Occasionally, we have to make changes to and correct errors and other details both before and after bookings have been confirmed and cancel confirmed bookings. Whilst we always endeavour to avoid changes and cancellations, we must reserve the right to do so.

Most changes are minor. Occasionally, we have to make a “significant change”. A significant change is a change made before departure which, taking account of the information you give us at the time of booking and which we can reasonably be expected to know as a tour operator, we can reasonably expect to have a major effect on your holiday. Significant changes are likely to include the following changes when made before departure; a change of accommodation to that of a lower official classification or standard for the whole or a major part of the time you are away, a change of accommodation area for the whole or a major part of the time you are away, a change of outward departure time of 12 or more hours, a change of UK departure point to one which is more inconvenient for you and, in the case of tours, a significant change of itinerary missing out one or more major destination substantially or altogether.

If we have to make a significant change or cancel, we will tell you as soon as possible. If there is time to do so before departure, we will offer you the choice of the following options:-

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- (a) (for significant changes) accepting the changed arrangements or
- (b) purchasing an alternative holiday from us, of a similar standard to that originally booked if available. If this holiday is in fact cheaper than the original one, we will refund the price difference. If you do not wish to accept the holiday we specifically offer you, you may choose any of our other then available holidays. You must pay the applicable price of any such holiday. This will mean you paying more if it is more expensive or receiving a refund if it is cheaper or
- (c) cancelling or accepting the cancellation in which case you will receive a full and quick refund of all monies you have paid to us.

Please note, the above options are not available where any change made is a minor one.

### 7. Liability

(1) We promise to make sure that the holiday arrangements we have agreed to make, perform or provide as applicable as part of our contract with you are made, performed or provided with reasonable skill and care. This means that, subject to these booking conditions, we will accept responsibility if, for example, you suffer death or personal injury or your contracted holiday arrangements are not provided as promised or prove deficient as a result of the failure of ourselves, our employees, agents or suppliers to use reasonable skill and care in making, performing or providing, as applicable, your contracted holiday arrangements. Please note, it is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim against us. In addition, we will only be responsible for what our employees, agents and suppliers do or do not do if they were at the time acting within the course of their employment (for employees) or carrying out work we had asked them to do (for agents and suppliers).

(2) We will not be responsible for any injury, illness, death, loss (including loss of enjoyment or possessions), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following: -

- the act(s) and/or omission(s) of the person(s) affected or any member(s) of their party or
- the act(s) and/or omission(s) of a third party not connected with the provision of your holiday and which were unforeseeable or unavoidable or
- 'force majeure' as defined in above

(3) Please note, we cannot accept responsibility for any services which do not form part of our contract. This includes, for example, any additional services or facilities which your hotel or any other supplier agrees to provide for you where the services or facilities are not advertised by us and we have not agreed to arrange them as part of our contract and any excursion you purchase in resort. In addition, regardless of any wording used by us on our website, in any advertising material or elsewhere, we only promise to use reasonable skill and care as set out above and we do not have any greater or different liability to you.

(4) The promises we make to you about the services we have agreed to provide or arrange as part of our contract - and the laws and regulations of the country in which your claim or complaint occurred - will be used as the basis for deciding whether the services in question had been properly provided. If the particular services which gave rise to the claim or complaint complied with local laws and regulations applicable to those services at the time, the services will be treated as having been properly provided. This will be the case even if the services did not comply with the laws and regulations of the UK which would have applied had those services been provided in the UK. The exception to this is where the claim or complaint concerns the absence of a safety feature which might lead a reasonable holiday maker to refuse to take the holiday in question. Please note, however, our obligation is to exercise reasonable skill and care as referred to in clause 7(1). We do not make any representation or commitment that all services will comply with applicable local laws and regulations and failure to comply does not automatically mean we have not exercised reasonable skill and care.

(5) Where we are found liable for loss of and/or damage to any luggage or personal possessions (including money), the maximum amount we will have to pay you is **£500 per person** affected unless a lower limitation

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applies to your claim under this clause or clause 7(6) below. You must ensure you have appropriate travel insurance to protect your personal belongings.

For all other claims which do not involve death or personal injury, if we are found liable to you on any basis the maximum amount we will have to pay you is twice the price (excluding insurance premiums and amendment charges) paid by or on behalf of the person(s) affected in total unless a lower limitation applies to your claim under clause 7(6) below. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your holiday.

(6) Where any claim or part of a claim (including those involving death or personal injury) concerns or is based on any travel arrangements (including the process of getting on and/or off the transport concerned) provided by any air, sea or rail carrier to which any international convention or EU regulation applies, the maximum amount of compensation we will have to pay you will be limited. The most we will have to pay you for that claim or that part of a claim if we are found liable to you on any basis is the most the carrier concerned would have to pay under the international convention or regulation which applies to the travel arrangements in question (for example, the Warsaw Convention as amended or unamended and the Montreal Convention for international travel by air and/or for airlines with an operating licence granted by an EU country, the EC Regulation on Air Carrier Liability No 889/2002 for national and international travel by air, the Athens Convention for international travel by sea (as amended by the 2002 Protocol with effect from 31<sup>st</sup> December 2012) and COTIF, the Convention on International Travel by Rail). Please note: where a carrier would not be obliged to make any payment to you under the applicable international convention or regulation in respect of a claim or part of a claim, we similarly are not obliged to make a payment to you for that claim or part of the claim. When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the carrier for the complaint or claim in question. Copies of the applicable international conventions and regulations are available from us on request.

(7) Please note, we cannot accept any liability for any damage, loss, expense or other sum(s) of any description (1) which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you or (2) which did not result from any breach of contract or other fault by ourselves or our employees or, where we are responsible for them, our suppliers. Additionally we cannot accept liability for any business losses.

### 8. Your Financial Protection

The Association of Bonded Travel Organisers Trust Limited (ABTOT) provides financial protection under The Package Travel and Linked Travel Arrangements Regulations 2018 for Samurai Snow, and in the event of their insolvency, protection is provided for the following:

1. non-flight packages and
2. flight inclusive packages that commence outside of the EU, which are sold to customers outside of the EU.

ABTOT cover provides for a refund in the event you have not yet travelled or repatriation if you are abroad. Please note that bookings made outside the EU are only protected by ABTOT when purchased directly with Samurai Snow.

In the unlikely event that you require assistance whilst abroad due to our financial failure, please call our 24/7 helpline on 01702 811397 and advise you are a customer of an ABTOT protected travel company.

You can access the The Package Travel and Linked Travel Arrangements Regulations 2018 here: <https://www.legislation.gov.uk/ukdsi/2018/9780111168479/contents>

### 9. Complaints

In the unlikely event that you have any reason to complain or experience any problems with your holiday whilst away, you must immediately inform our local representative or agent (if we have one) and the supplier

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of the service(s) in question. Any verbal notification must be put in writing and given to our representative / agent and the supplier as soon as possible. If we do not have or you cannot contact our local representative or agent and any complaint or problem is not resolved to your satisfaction by the supplier, you must contact us in the UK using the contact details we have provided you with during your holiday, giving us full details and a contact number. Until we know about a complaint or problem, we cannot begin to resolve it. Most problems can be dealt with quickly. If you remain dissatisfied, however, you must write to us within 28 days of your return to the UK giving your booking reference and full details of your complaint. Only the party leader should write to us. For all complaints and claims which do not involve death, personal injury or illness, we regret we cannot accept liability if you fail to notify the complaint or claim entirely in accordance with this clause.

### 10. Dealing with complaints

If, despite our best efforts and having followed the above procedure for reporting and resolving your complaint, you feel that it has not been satisfactorily settled, we recommend that it is referred for arbitration under the ABTOT Travel Industry Arbitration Service. An Independent Arbitrator will review the documents relating to any complaint and deliver a binding decision to bring the matter to a close.

Details of this scheme are available from The Travel Industry Arbitration Service, administered by Dispute Settlement Services Limited  
9 Savill Road  
Lindfield  
Haywards Heath  
West Sussex  
RH16 2NY

This scheme cannot however decide in cases where the sums claimed exceed £5,000 per person or £10,000 per booking form, or for claims which are solely or mainly in respect of physical injury or illness or the consequence thereof.

### Appendix A – Exceptional Accommodations

The following Accommodations are defined as Exceptional in relation to the payment and cancellation terms only as defined in earlier sections:

Adventure  
Akatsuki  
Cisco Moon Apartment  
Cisco Moon Chalet  
Momiji Lodge  
Peak  
The Owl House  
Tsukinoki  
Yasuragi  
Nozawa Cottage  
Nozawa House  
Nozawa Central Apartments  
Alpine Villa Nozawa  
Lodge Nagano  
Kaiya Nozawa  
Forest View  
Fuyunoki  
Kaku  
Ume  
Wonderland Furano