



Different Snow

Please read the **General Information** section, which provides clear guidance for all guests travelling with Different Snow or Different Japan.

You must also ensure that you have read the **Booking Conditions**, which forms the contract which exists between yourself (i.e. 'you' - the lead passenger, acting on behalf of all those travelling) and Different Snow. This contract is in place once a payment has been received by Different Snow and Different Snow have issued a confirmation invoice to 'you', itemising all the travel arrangements booked. This **General Information & Booking Conditions** can be accessed by a link clearly included in the itinerary proposal you received prior to booking and is also available on the website www.differentsnow.com

General Information

Passport & visa information for British, USA & Canadian citizens

As it stands (as of May 2024), you do not require a visa to enter Japan if you are travelling on a UK passport and you are also a British, USA or Canadian Citizen. Under the single-entry regulation, British, American and Canadian tourists can remain in Japan for up to 30 days, but this tourist visa is valid for a period of up to 90 days. However, you must hold a passport which is valid for at least six months following the return date of your trip.

For all other nationalities / passport holders it is your responsibility to ensure you have the correct documentation and visa stamp(s) for all sectors of your journey. Failure or inability to obtain all required visas for whatever reason does not entitle you to cancel without paying the applicable cancellation charges.

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.

Government travel advice

The Foreign and Commonwealth Office (FCO) Travel Advice Unit monitors all overseas destinations and offers advice to British citizens. In order to be fully informed of safety issues, crime rates, political stability and local customs you can view the advice at <https://www.gov.uk/foreign-travel-advice>

We monitor FCO advice carefully and on occasion may be required to cancel trips, re-route itineraries or make other changes to trips based on the warnings given. Any decision will always be taken in the interests of your safety and security and will be communicated fully with you.

The UK Foreign, Commonwealth and Development Office publishes regularly updated travel information on its website www.gov.uk/foreign-travel-advice which you are recommended to consult before booking and in good time before departure. We act in accordance with this advice and will cancel your holiday where, at the time of travel, the FCDO advises against all travel or all but essential travel to the country or region you are visiting and we are unable to offer suitable alternative arrangements which are acceptable to you.

Travel insurance

It is advisable to take out your travel insurance at the time of booking your trip as cover will commence for predeparture cancellation from the policy issue date. This will therefore provide cover should you have to cancel your trip for an insured reason such as illness or serious accident. We strongly recommend that you and all members of your party are adequately insured, providing financial protection against unforeseen circumstances. Cover should include medical expenses, as well as repatriation, in the event of accident or illness. In addition, we strongly recommend that you have cover for personal belongings, delay at your outward or homeward point of departure, personal liability, overseas legal expenses and cancellation.

Because this is likely to be a ski holiday, you should also make sure that your policy covers winter sports in Japan, including any off-piste skiing if that is what you intend to do. Please ensure you read the policy conditions and exclusions, which may strictly stipulate what you are insured to do on the ski mountain and the level of cover provided.

Once you have a travel insurance policy in place, please let Different Snow know who your insurance company is and your policy number, this information is requested on the Client Information form. Having this information enables us to support you should an emergency situation arise.

Special dietary requirements

Special diets should be notified to Different Snow in advance of travel, ideally by email; however, it is not always possible to expect special diets to be catered for in Japan. We will advise the hotels, ryokans and airlines of your request but we cannot guarantee their availability.

If you have an airborne nut allergy you must make us aware at the time of booking as most airlines require this information in advance of travel. Please note that all special meals for flights must be requested at least 48 hours in advance.

Travelling with children

If travelling with a child and only one parent is present, please be aware that you must have the permission of everyone with parental responsibility before that child can be taken abroad. You automatically have parental responsibility if you're the child's mother, but you still need the permission of anyone else with parental responsibility before you take the child abroad. A letter from the person with parental responsibility for the child is usually enough to show you've got permission to take them abroad. You might be asked for the letter at a UK or foreign border. The letter should include the other person's contact details and details about the trip.

Flights

Flight routing

The difference between a direct flight and a non-stop flight can cause confusion. To clarify, on a direct flight no change of aircraft is scheduled but touchdowns will be made en route either to refuel or to board or disembark passengers. On non-stop flights no change of aircraft is required, and no stops are made en route. Exact details of your route will be given in your itinerary proposal.

Domestic flights in Japan

Smaller local airlines are more likely to change their schedule at short notice. We will endeavour to inform you of any changes in advance of travelling but this may not always be possible.

Seating

Most airlines now operate one of two main seating policies. The majority offer paid-for seating, with a smaller number maintaining a free-of-charge seating policy; please ask your consultant at Different Snow for details regarding the seating policy of the airline you are booked to travel with. More detail on each type of seating can be found below:

Seat requests

Different Snow will not get involved in seat requests on airlines. And, because seating allocations on flights are totally beyond our control, we accept no liability at all for where and how you are sat on an aircraft – this is between you and the airline, even if Different Snow have booked your tickets.

Note that whilst airlines may allow you to make seat requests, they will also not guarantee any such seat reservations. Most airlines now allow you to check-in online 24 hours ahead of travel and select or reconfirm free-of-charge seat reservations at this stage. If seating is important to you and you have been unable to check-in online it is always best to arrive for your flight early.

Paid-for seating requests

The majority of airlines now offer you the opportunity to secure specific seats in advance of travel by paying an additional premium directly to the carrier. In order to do this it is a requirement of the airlines that you have fully paid for your flight ticket. Once a flight ticket is fully paid for amendment charges will apply should you wish to change your arrangements (please see the section entitled The flexibility of flight arrangements, below). Please be aware that, even with paid-for seating, some changes can be made by the airline that are outside of our control and which may affect your paid-for seating. If you do not wish to pay a premium to secure a specific seat you can wait until online check-in opens, usually 24 hours in advance of travel, and reserve a seat at this point.

The flexibility of flight arrangements

If fully flexible flight arrangements are important to you, please let your consultant at Different Snow know at the earliest possible time, via email, in the itinerary quote process so they can include the most appropriate fare for you. We primarily use special 'inclusive tour' fares when we purchase your tickets from the airlines and while these fares are very good value they are inflexible in terms of changes and offer no refunds once the tickets are issued. If your travel consultant uses this type of fare then once your flight is confirmed the airlines will charge an amendment fee or insist on the purchase of a completely new ticket should you wish to make changes.

Frequent flyer clubs

If you collect points through any of the airline frequent flyer clubs and wish to accrue points on your Different Snow holiday, please let your specialist know so that they can choose an appropriate airfare where points can be awarded. Please provide your membership details via email and we will ensure that these are recorded against your flight reservation. If you wish to use your points to purchase flights then you will have to make these arrangements directly with the airline as we are not able to access fares in this way. If you do choose to do this please provide the flight details to your specialist so they can ensure the ground arrangements dovetail with your flights.

Hotel room configuration

There is often confusion over the terminology used for bed arrangements (eg single, double, twin) in hotel rooms, and this can vary considerably in Japan. Indeed, double beds are rare because most couples prefer separate beds in Japan and therefore you may well find yourself in twin room, even if a double room has been requested. If staying in a 'Japanese Style-Room', then there will be no beds, instead you sleep on a futon mattress rolled out on the tatami floor. If you have specific requirements please do make this clear to your Different Snow consultant. We will endeavour to confirm your preferred configuration wherever possible but please note that all rooms are allocated at the discretion of the hotel and cannot be guaranteed.

Cultural differences in Japan

Japan is a country where the attitudes, infrastructure, priorities, lifestyles and cultures are very different from our own. This is the very reason to visit Japan, but certain aspects may be frustrating, disorientating or even stressful. Never getting angry is key, as this is likely to be counter-productive in Japan. Always be polite and a sense of humour can prove invaluable when not understanding what is happening around you, or communicating with hotel staff whose first language is not English.

Health and safety standards

Japan has its own regulations and enforcement levels relating to health and safety standards. Perhaps surprisingly, these do not always match the very high standards we are used to in the UK. The health and safety of our customers is of paramount importance and we are continually working to assess and improve the services we provide.

Security

Opportunistic crime, even in Japan, such pick-pocketing and petty theft can happen. Use your common sense when walking around, make use of hotel safes where available, and leave all but essential valuables at home. We suggest carrying a photocopy of your passport separately from the original document, purely as a back-up.

Booking Terms & Conditions

The following conditions, together with the information set out on the website, will form part of your contract with Different Snow Limited, 4 Heysham House, 52 Park Place, Cheltenham, GL50 1TA, registered in England under company number GB196596442. Please read them carefully as they set out our respective rights and obligations. By asking us to confirm your booking and making payment, we are entitled to assume that you have had the opportunity to read and have read these booking conditions and agree to them.

These booking conditions only apply to holiday arrangements which you book with us in the UK and which we agree to make, provide or perform (as applicable) as part of our contract with you. All references in these booking conditions to “holiday”, “booking”, “contract”, “package”, “tour” or “arrangements” mean such holiday arrangements unless otherwise stated.

In these booking conditions, “you” and “your” means all persons named on the booking (including anyone who is added or substituted at a later date) or any of them, as the context requires. “We”, “us” and “our” means Different Snow Limited.

Booking your holiday: Different Snow don't have a booking form. However, all the terms of these booking conditions remain in fully in force. The contract is formed once we have received payment and issued a confirmation invoice - and the lead passenger is presumed to be the person named first on the confirmation invoice.

The lead passenger 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 making a booking the lead passenger confirms that he/she is so authorised. The lead passenger is responsible for making all payments due to us. The lead passenger must be at least 18 when the booking is made.

To request a booking you must pay a deposit (or make full payment if booking within 10 weeks of departure). The amount of the deposit will be at least 20% of the total holiday cost. However, the deposit we require may be higher if special terms apply, for example, a special offer flight which requires immediate payment of the full flight cost or during peak times where we require a higher deposit to secure your accommodation. We refer to this as a “special booking” in these conditions. We will notify you at the time of booking if this applies along with the amount of deposit that is required to secure the booking. Please note that if you subsequently cancel, you will incur the cancellation charges set out in the amendments, transfers and cancellation clause.

We strongly recommend that you obtain insurance to cover the event of cancellation prior to departure.

The balance must be received at our offices 10 weeks before the departure date. This date will be shown on the confirmation invoice. Reminders are not always 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 the amendments, transfers and cancellation clause depending on the date we reasonably treat your booking as cancelled. If you do make payment late but before your booking is treated as cancelled by us you must pay us a late payment charge of £25.00 per day from the first day after the due date unless we agree otherwise with you in writing.

If, after we have confirmed your booking and you have paid your deposit but before your balance has been paid, you ask us to pay a supplier for a service earlier than we would normally expect to pay that supplier, for example paying an airline early in order that your flights may be ticketed, we will ask you for full payment for that service. The additional amount paid will be treated as part of your deposit and accordingly it will not be refunded in the event that you subsequently cancel.

The best way to pay is by secure bank transfer using the details given below. Please give the lead passenger's surname or your booking number as the reference. Please note that any fees charged for a transfer must be paid by you - our bank makes no charge to receive the funds.

account number: 83664597 *sort code:* 40-40-14 *IBAN:* GB82HBUK40401483664597
BIC: HBUKGB4B *account name:* Trustees of PTS Air Travel Trust

You can pay by debit or credit card by calling us. Please note that we do not accept Amex cards.

Subject to the availability of your chosen arrangements, we will confirm your holiday by issuing a confirmation invoice. This invoice will be sent to the lead passenger. 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 regret we cannot accept any liability if we are not notified of any inaccuracies (for which we are responsible) in any document within ten days of our sending it out (five days for tickets). We will do our best to rectify any mistake notified to us outside these time limits but you must meet any costs involved in doing so.

Your contract: A binding contract between us comes into existence when we despatch our confirmation invoice to the lead passenger. 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 (and whether or not involving any personal injury) must be dealt with by the Courts of England and Wales only unless 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 claim governed by the law of Scotland/Northern Ireland as applicable (but if you do not so choose, English law will apply).

Consumer protection: We hold an Air Travel Organiser's Licence issued by the Civil Aviation Authority (ATOL number T7537). When you buy an ATOL protected flight inclusive holiday* from us, you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong. We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable).

If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of

insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit, you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent or your credit card issuer where applicable. You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

*The flight- inclusive holidays we arrange are ATOL protected providing they are made available in the UK. For further information visit the ATOL website at www.atol.org.uk

We provide financial security for package holidays not including flights by way of by way of a trust account (under Different Snow Ltd, PTS Member Number 5665) with Protected Trust Services (PTS) (company number 06181223) of 307, 315 Holdenhurst Rd, Boscombe, Bournemouth BH8 8BX, website: www.protectedtrustservices.com and telephone: 020 7190 9988.

PTS protects consumer bookings by ensuring that all payments made by consumers for a booking with a PTS member, are placed into a trust account. All consumers with a PTS protected booking will be provided with a link to the PTS system, showing all (i) deposits made into the trust account and (ii) withdrawals out of the trust account, for the purposes of the PTS protected booking. We suggest that you check all payments are visible on the PTS system to ensure full PTS protection. For further information, or if you have any questions about the PTS system, please see PTS's customer protection page, available at:

www.protectedtrustservices.com/services/consumer-protection/

If you book arrangements other than package holiday from us, your monies will not be financially protected. Please ask us for further details.

You can access the Package Travel and Linked Travel Arrangements Regulations 2018 here:

<https://www.legislation.gov.uk/ukdsi/2018/9780111168479/contents>

Prices & payment: No surcharges will be applied within 20 days of departure. The price of your travel arrangements is subject to surcharges for increases in transportation costs such as fuel charges, the cost of dues and taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports, government action such as increases in VAT or any other government imposed increases, and currency in relation to adverse exchange rates. Even in this case we will absorb or retain an amount equivalent to 2% of the holiday price excluding amendment charges. Only amounts in excess of 2% will be surcharged or reimbursed and if this means paying more than 9% of the holiday price you will be entitled to cancel your holiday with a full refund of all money paid to us except for any amendment charges. Should you decide to cancel because of this you must exercise your right to do so within 14 days of the date of the invoice. If you do not tell us that you wish to cancel 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. Where a surcharge or refund is payable, there will be an administration fee of £1 per person. Please note that travel arrangements for your holiday are not always purchased in local currency and some apparent changes have no impact on the price of your travel.

Some airlines may apply a surcharge after a booking has been confirmed. This surcharge can be avoided by paying the full cost of the flight as soon as the airline or their agent notifies the Company of the surcharge. In this event, we will where possible give you the option to increase your deposit to avoid the surcharge or alternatively apply the surcharge in accordance with this clause.

Transport delays: Inbound and outbound flight times are provided by airlines and are subject to change for a variety of reasons. Flight timings are therefore estimates only and cannot be guaranteed. In the event of a delay, airlines generally provide such refreshments, meals and accommodation as they deem appropriate. In addition, you may be entitled to claim under the flight delay section of your travel insurance policy.

If your flight is cancelled or delayed, your flight ticket is downgraded or boarding is denied by your airline, depending on the circumstances, the airline may be required to pay you compensation, refund the cost of your flight and/or provide you with accommodation and/or refreshments under EC Regulation No 261/2004 - the Denied Boarding Regulations 2004. Where applicable, you must pursue the airline for the compensation or other payment due to you. All sums you receive or are entitled to receive from the airline concerned by virtue of these Regulations represent the full amount of your entitlement to compensation or any other payment arising from such cancellation, delay, downgrading or denied boarding. This includes any disappointment, distress, inconvenience or effect on any other arrangements. The fact a delay may entitle you to cancel your flight does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your flight. We have no liability to make any payment to you in relation to the Denied Boarding Regulations or in respect of any flight cancellation or delay, downgrading of any flight ticket or denial of any boarding as the full amount of your entitlement to any compensation or other payment (as dealt with above) is covered by the airline's obligations under the Denied Boarding Regulations. If, for any reason, we make any payment to you or a third party which the airline is responsible for in accordance with the Denied Boarding Regulations, you must, when requested, assign to us the rights you have or had to claim the payment in question from the airline. If your airline does not comply with these rules you may complain to the Civil Aviation Authority on 020 7453 6888 or by e-mail to passengercomplaints@caa.co.uk or see www.caa.co.uk – Referring Your Complaint to the CAA.

Flights: In accordance with EU Directive (EC) No 2111/2005, we are required to bring to your attention the existence of a "Community list" which contains details of air carriers who are subject to an operating ban within the EU. The Community list is available for inspection at https://ec.europa.eu/transport/modes/air/safety/air-ban_en.

We are required to advise you of the actual carrier(s) (or, if the actual carrier(s) is not known, the likely carrier(s)) that will operate your flight(s) at the time of booking. Where we are only able to inform you of the likely carrier(s) at the time of booking, we shall inform you of the identity of the actual carrier(s) as soon as we become aware of this. Any change to the operating carrier(s) after your booking has been confirmed will be notified to you as soon as possible.

If the carrier with whom you have a confirmed reservation becomes subject to an operating ban as above as a result of which we/ the carrier are unable to offer you a suitable alternative the provisions of clause "Amendments, transfers or cancellation, by us" will apply. We are not always in a position at the time of booking to confirm the flight timings which will be used in connection with your flight. The flight timings shown in our brochure, if any, on our website and/or detailed on your confirmation invoice are for guidance only and are subject to alteration and confirmation. Flight timings are outside our control. They are set by airlines and are subject to various factors including air traffic control restrictions, weather conditions, potential technical problems and the ability of passengers to check in on time.

Specific instructions relating to departure and travel arrangements will be sent with your air or other travel tickets approximately two weeks before departure. You must accordingly check your tickets very carefully immediately on receipt to ensure you have the correct flight times. It is possible that flight times may be changed even after tickets have been despatched - we will contact you as soon as possible if this occurs.

Any change in the identity of the carrier, flight timings, and/or aircraft type (if advised) will not entitle you to cancel or change to other arrangements without paying our normal charges except where specified in these conditions.

Website information & weather: We make every effort to ensure that the information contained on our website (and any other marketing collateral) is as accurate as possible, though whilst correct at the time of publication, it may be subject to alteration.

Much of the information contained within our 'How To' guides should be considered the subjective view of the author and more accurate and trustworthy sources of information are available from official sources. Again, the information contained in these 'How To' guides and in the 'Travel Itinerary' was as accurate as possible at time of publication, though may be subject to alteration. Timetables are subject to change (often without notice), suggested transport arrangements can be cancelled or altered markedly, and logistics are very often impacted by local conditions. It remains your responsibility to ensure your transport arrangements are operating as shown in the 'How To' guides or in the 'Travel Itinerary'.

The Company shall not be held responsible for any loss, delay or costs whatsoever connected with adverse or weather conditions which are inappropriate for your intended activities.

We cannot guarantee that the weather conditions will be suitable for skiing or snowboarding (or any other outdoor activities). Neither the Company nor any 3rd Party Supplier can control the

amount of snow fall and by booking you therefore agree that under no circumstances can either us or the 3rd Party Supplier be held responsible for snow conditions, including a lack of snow.

At the time of publication of the website we do not have the exact details of the airline operator, aircraft type and destination airports applicable to your particular holiday, although this information will be available prior to you making your booking and will be discussed as part of your itinerary planning.

We reserve the right to change any of the prices, services or other particulars contained on our website or in the itinerary proposal at any time before we enter into a contract with you. If there is any change, we will notify you before we enter into a contract with you. Should any of these details change after making your booking you will be advised of the changes. Should you decide to subsequently cancel the booking, you may do so in accordance with the amendments or cancellation clause below.

Accommodation: We have graded accommodation on our website on the basis of our knowledge and experience. If we receive prior notification of alterations to any accommodation, services or facilities we will inform you as soon as reasonably possible. It should be noted that destination information is for guidance purposes only and that the photographs used on the website and on the Accommodation Sheets are used to give an impression of the accommodation and services offered.

Accommodation 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.

Extra Person Policy - All properties have a set guest capacity. In the case that booking numbers exceed the property capacity within reason, each extra guest will incur a relative charge. The extra guest charge varies according to the property.

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 3rd Party 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.

No Smoking Policy -The majority of 3rd Party Suppliers maintain a strict “No Smoking” policy within all accommodation buildings. There may be a penalty charge and the 3rd 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.

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.

Check In information - On check in you will be required to provide your full name, age, passport number, postal address, nationality and occupation.

Check In / Out - Check in time is usually from 3:00pm and check out time is usually 10:00am.

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

Amendments, transfers or cancellation:

(A) By you.

If you wish to change the details of your booking, let us know in writing as soon as possible and we will do our best to accommodate you. Any change is subject to availability and any airline minimum night stay requirements. If we can accept the change there will be an amendment fee of £50 per person plus any supplier fees, such as airline costs, that may be applicable.

You should note that airlines may treat a change to a booking as a cancellation and new booking and therefore charge a 100% cancellation fee. This, for example, may apply to a flight booked with an incorrect name that does not match a passenger's passport. Airlines are very strict in this instance and do not allow name changes to be made. If an incorrect name is given at the time of booking by you, 100% cancellation charges apply in respect of your flight cost, plus £50.00 amendment fee and a new flight will need to be purchased by you (which may be at an increased rate) to permit travel.

In a group booking where preferential group rates are obtained with certain airline carriers, if members of the group cancel and reduce numbers to below the requisite number for a group after the deposit is paid, the balance due for the cancelled seats will be payable. There may also be additional charges for other components of your holiday. You will incur the cancellation charges as set out in this clause for general bookings and we reserve the right to recalculate the balance of the holiday accordingly.

You may change your booking up to 30 days prior to departure by transferring it to another person if you are unavoidably prevented from travelling, and the transferee meets the conditions which may apply to the holiday and agrees to the terms of the booking agreement. The transferor (you) and the transferee will be jointly and severally liable for the terms of this contract. This right of transfer is subject to the payment of an administration fee of £50.00 per person together with all additional charges of whatever sort imposed by the suppliers providing the component parts of the holiday. However, please note that flight bookings are not transferable. A flight booked in the name of the transferor would have to be cancelled and a new seat booked in the name of the

transferee. This is subject to availability at the time of the transfer and, given that flight costs may have increased since the original booking, additional charges may apply.

If you or a member of your party are forced to cancel arrangements which have been confirmed, we require notification in writing from the lead passenger. As we incur costs from the time we confirm your booking, the following cancellation charges will be payable. Cancellation charges will be calculated as set out below for all bookings;

Days prior to departure date when notification email is received / Cancellation charge

From booking to 70 days prior to departure:	Deposit forfeit
69-41 days prior to departure:	75% of total holiday cost
40-26 days prior to departure:	90% of total holiday cost
25 days to departure or after:	100% of total holiday cost

Where any cancellation reduces the number of full paying party members below the number on which the price, number of free places and/ or any concessions agreed for your booking were based, we will recalculate these items and re-invoice you accordingly.

(B) By the Company.

(i) The Company reserves the right to make changes to your holiday arrangements after we have confirmed your booking and if we do so, we will use our best endeavours to inform you before departure. We will not cancel your holiday after the balance due date except for reasons of force majeure or failure by you to pay the final balance. Please note, our holidays require a minimum number of participants to enable us to operate them. If the minimum number of bookings required for a particular holiday have not been received, we are entitled to cancel it.

(ii) Any change we make to your holiday will be either major or minor. A major change is one 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. Major changes are likely to include a change of UK departure airport (not including between airports in London), a change of flight time by more than 12 hours, a change of resort or a change to a lower category of accommodation for stays of longer than four nights.

Any other change, for example a change in timings, or airline or local service provider (domestic airline in Japan, ski equipment hire, guiding...etc), change from a direct to indirect flight, change of accommodation to that of an equivalent or higher standard, will be classed as a minor change. If there is a minor change, we will do our best to notify you of this, but we are not under any obligation to do so or to pay you compensation.

If there is a major change, we will advise you as soon as is reasonably possible. You will then have the choice of:

- (a) (for major changes) accepting the changed arrangements or
- (b) purchasing an alternative holiday from us, of a similar standard to that originally booked if available. We will offer you at least one alternative holiday of equivalent or higher standard for which you will not be asked to pay any more than the price of the original holiday. If this holiday is in fact cheaper than the original one, we will refund the price difference.
- (c) cancelling, in which case you will receive a full and quick refund of all monies you have paid to us.

(iii) Compensation will not be payable and no liability beyond offering the above mentioned choices can be accepted where (1) we are forced to make a change or cancel as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care or (2) we have to cancel because the minimum number of bookings necessary for us to operate your holiday has not been reached. No compensation will be payable and the above options will not be available if we cancel as a result of your failure to comply with any requirement of these booking conditions entitling us to cancel (such as paying on time) or where a change is a minor one. In other circumstances, any discretionary compensation paid will be limited to maximum £100 per person.

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 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 actual or threatened war, riot, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire, significant risks to human health such as the outbreak of serious disease at the travel destination and all similar events outside our control.

Brexit implications: Certain travel arrangements may be affected as a result of the United Kingdom's decision to leave the European Union. We will advise customers as soon as possible if we become aware of any confirmed bookings that will be affected. However, since this is something which is completely unprecedented and beyond our control, we would treat any such event as "force majeure" and whilst we will endeavour to provide suitable alternative arrangements or refunds where possible, we will not be liable to pay you any compensation.

Your responsibilities: It is your responsibility to obtain all documents (e.g. passport, visa, driving licence (including international driving licences, which are required in Japan)) required for your holiday, to ensure that these are in proper order and to take them with you. The Company will not

be liable if you fail to do so and you will be responsible for meeting any additional costs incurred as a result of such failure. You are responsible for checking-in for flights at the correct time and for presenting yourself to take up all pre-booked components of your holiday. The Company cannot accept responsibility if you miss flights as a result of late check-ins and no credit or refund will be given if you fail to take up any component of your holiday. No credit or refund will be given for lost, mislaid or destroyed travel documents.

Passports, visa and health requirements and FCO travel advice: Passport and visa requirements and health requirements and formalities for the destinations featured, and which are current at the time of going to press, are set out in information that we will provide to you at the time of booking but it is your responsibility to make the necessary applications and to comply with any regulations governing entry to your chosen country. If you do not obtain a visa, where this is required, or your passport or any other travel documentation is not in order and you are unable to travel as a result, you will be liable to pay the cancellation charges set out above. Furthermore, we will not accept any responsibility or refund any money in cases where you are unable to travel because of an invalid or mislaid visa or passport. Non-British citizens should check with their embassy or consulate to obtain details of the relevant requirements.

Sources of information about health requirements include the Travel Health pages of the NHS website at www.nhs.uk/Livewell/TravelHealth. We recommend that you book an appointment with your GP, practice nurse or travel health clinic to discuss the health and vaccination requirements for your destination.

The Foreign and Commonwealth Office (FCO) issues travel advice, which is regularly updated and which relates to political, economic and other circumstances prevailing in countries throughout the world. You are strongly advised to check this advice before you book and again before you travel. Their telephone number is 020 7008 1500 and details are also available online at www.gov.uk/foreign-travel-advice. We will continue to operate holidays to a destination until the FCO issues advice to the contrary.

Guest Behaviour: The Company reserves the right in our absolute discretion to terminate your holiday if your behaviour is likely, in our opinion or that of our suppliers, to cause distress, damage, annoyance or danger to our employees or to any third party, or their property. If you are prevented from travelling on an aeroplane because in the opinion of any person in authority at the airport you appear for whatever reason unfit to travel, we have no further responsibility for your journey or your holiday, including any return flight. We will impose full cancellation charges and will not give any refunds. Furthermore, we will be under no obligation whatsoever to pay you compensation or cover any costs you may incur as a result of having to make alternative arrangements.

Insurance: As a condition of booking your travel arrangements with us, you are required to have suitable travel insurance at the time of booking to cover events including, but not limited to, pre-departure cancellation and valid for the entire duration of your trip. Please disclose any relevant information including pre-existing injury or condition to the insurer at the time of purchase of your

policy. The Company cannot be held responsible or liable in any way for customers who fail to take out adequate travel insurance. Please note that insurance provided by credit card companies and banks often has limited cover. Please check at the time of booking that the cover provided by such a policy complies with this condition.

Please let us know the policy details for each member of your group prior to departure, including the policy number, the name of the insurer and their 24-hour contact number.

Our responsibilities:

(i) 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).

(ii) We will not be responsible for any injury, illness, death, loss (for example loss of enjoyment), 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 previously.

(iii) 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 locally. Please also see clause "Excursions". 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.

(iv) 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 applicable standards 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 were provided in compliance with the applicable local laws and standards, 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 standards 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 holidaymaker to refuse to take the holiday in question. Please note, however, our obligation is to exercise reasonable skill and care as referred to in paragraph (i) above. We do not make any representation or commitment that all services will comply with applicable local laws and standards and failure to comply does not automatically mean we have not exercised reasonable skill and care.

(v) As set out in these booking conditions, we limit the maximum amount we may have to pay you for any claims you may make against us.

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 applies to your claim under this clause or paragraph (vi) below. You must ensure you have appropriate travel insurance to protect your personal belongings. Any payment is subject to your producing appropriate proof of the contents and value of the luggage or personal possessions concerned and demonstrating that you have taken proper care of your property.

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 paragraph (vi) 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.

(vi) 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, our liability (including the maximum amount of compensation we will have to pay you, the types of claim and the circumstances in which compensation will be payable) will be limited as if we were the carrier in question as referred to below. 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 you 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 where applicable) and COTIF, (the Convention on International Travel by Rail)). 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 claim in question. Copies of the applicable international conventions and regulations are available from us on request.

(vii) 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 including self-employed loss of earnings.

Safety standards: Please note, it is the requirements and standards of the country in which any services which make up your holiday are provided which apply to those services and not those of the UK. As a general rule, these requirements and standards will not be the same as the UK and may sometimes be lower.

Conditions of suppliers: As between you and the suppliers of the transport, accommodation and other components making up your holiday, the conditions of the supplier will apply. These conditions may be subject to International Conventions which limit and/or restrict the supplier's liability. Transport timings are provided by the carrier concerned and are subject to such matters as weather conditions, maintenance requirements, the ability of passengers to check-in on time and, in the case of flights, to air traffic control restrictions. Accordingly the times of flights and other forms of transport are estimates only and cannot be guaranteed. The Company is not liable for any delay and cannot itself make any special arrangements in the event of a delay.

Excursions: We may provide you with information (before departure and/or when you are on holiday) 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 nor controlled in any way by us. They are provided by local operators or other third 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 third parties (including any marketing collateral included for information purposes with your travel documents) 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 and the acceptance of liability contained in clause Our Responsibilities (i) of our booking conditions will not apply to them. We do not however exclude liability for the negligence of ourselves or our employees resulting in your death or personal injury.

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 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.

Ski services: These can include any one or a combination of lift tickets, rental equipment, ski school, local transfers, ski guiding and in-resort activities. These cannot be ordered less than 3 working days before your departure on holiday and all services are subject to availability at the time they are booked. Sometimes (but not always) we will issue vouchers which are required for redemption locally, and irrespective of whether a voucher is issued or not, note that all services are non-transferable. If a voucher has been issued, you must present your vouchers in resort in order to receive the services ordered. Failure to present a valid voucher will result in the service not being provided. Vouchers can only be exchanged for services exactly as specified on the voucher. Any additional service or upgrade taken must be paid direct to the supplier at the time the voucher is redeemed.

It is your responsibility to ensure that you have adequate travel insurance in place to cover the cost of these ski services in the event that you have to cancel or curtail your holiday. It is important to note that these products are very often 100% non-refundable in the event of cancellation by you and are therefore subject to our cancellation conditions.

Injury, off-piste skiing and avalanche: There is a risk of injury attached to winter sports, including skiing and snowboarding. The risk can be minimised by making sure that you are fit to ski/snowboard before you travel and ensuring that you ski/snowboard in a controlled fashion. If you wish to ski off-piste, outside ski area boundaries and/or in the backcountry, you do so at your own risk (please also see insurance section above). Resorts do make every effort to ensure that the risk of avalanche on pisted ski areas is kept to a minimum but this risk, being a force of nature, can never be completely alleviated. The risk of avalanche is greatly accentuated if you ski off-piste and you should always seek expert opinion that morning of the day's avalanche risk and carry the necessary avalanche equipment with you.

If you suffer from any pre-existing injuries that may affect your ability to ski/snowboard, please consult your doctor before you travel. If you are taking ski or snowboard tuition whilst in resort, you must inform the ski school of any medical conditions or pre-existing injuries that may affect your ability to ski or snowboard.

Medical conditions: Many of the holidays we sell are generally suitable for persons with reduced mobility. 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. If we reasonably feel unable to properly accommodate the particular needs of the person concerned, we must reserve the right to decline their reservation or, if full details are not given at the time of booking or the condition / disability develops after booking, cancel when we become aware of these details.

Special requests: If you have any special requests, you should inform us of such requests in writing at the time of booking. We will advise the relevant supplier of any such requests but we cannot guarantee that they will be met. Furthermore, we have no liability to you if such requests are not met. Examples of such special requests include, but are not limited to, airline meals, specific room bedding, room types with benefits that are not paid for, special offer accommodation upgrades, honeymoon benefits, late check-out, baggage storage, special transportation arrangements.

Data protection: We will provide your personal information, as well as any personal information you provide in relation to the persons whose travel arrangements have been requested by you, to suppliers and carriers that might be located outside the UK and/or EU, to enable the operation of the services requested by you. In particular, if you have booked flights with us, the email and telephone contact details for the lead passenger will be shared with your airline(s) so that they may contact you in the event of flight cancellation or schedule changes (including delay in departure). Your details will not be used by the airline(s) for any other purpose. If you do not wish us to share your details with the airline(s) please let us know – you may not then receive information from the airline relating to operational disruption. If you make special requests, which include, but are not limited to, special dietary, religious, or disability related requirements which constitute sensitive information, the relevant data will also be passed to the relevant suppliers and carriers to enable provision of the services requested by you.

If you have a complaint: If you have a complaint whilst on holiday you must tell the hotelier or other supplier who will try and resolve the matter on the spot. If they are unable to sort out the problem, contact the Company who will endeavour to do so on your behalf. Unless they or the Company have been given the opportunity to rectify the problem at the time it is not reasonable to expect the Company to accept liability for any problem after you return home. If the complaint cannot be resolved there and then you should inform the Company in writing within 90 days of the completion of your holiday. Failure to follow this procedure may reduce or extinguish any rights you may have to make a claim against either us or the relevant supplier.