

Active Co., Ltd.

Hokkaido prefecture registered travel agent (No. 3-609)

TERMS AND CONDITIONS OF BOOKING

(Custom-ordered tour including guided ski tour(s) by Hokkaido Powder Guides)

In this policy the letters 'ACTIVE' refers Active Co., Ltd. and 'HPG' refers to Hokkaido Powder Guides.

Booking and Payment

In order to book a place on a trip you will be required to submit an individual information form and send a deposit of 20% of the total price of the trip together with a signed Terms and Conditions of Booking form and waiver form. Once your booking is accepted you will be sent a confirmation invoice. The balance of your payment will be due 60 days before the departure of the trip. If the reservation is made within the 60 days then the full balance of the trip will be due. If any outstanding balance is not paid within this time then ACTIVE reserves the right to cancel your booking.

In the case of a group booking, and the original specified group number was to decrease, the remaining group members are to pay the additional costs as a result of a smaller group number.

Cancellation Charges

Any cancellations on the part of the client must be made in writing and the charges will be determined by the date of the cancellation. The client also agrees to pay for the return remittance fees. The schedule of these charges is as follows:

- Loss of the deposit when cancellations are made more than 60 days before the trip departure.
- 70% of the total price of the trip when cancellations are made 31 to 60 days before the trip departure.
- 100% of the total trip price for any cancellations made within 30 days prior to the trip departure.

It is a requirement for all clients to provide evidence of travel insurance for the trip within 14 days of making the booking.

ACTIVE reserves the right to cancel a trip due to unforeseen circumstances. If this should occur the client can either choose between a full refund or a place on another scheduled trip. If the price of the original trip is higher than the alternative trip then ACTIVE will refund the client the difference. If the client's original trip price is lower than the alternative trip price, the client will be responsible for paying the balance.

If the trip is cancelled, ACTIVE is not responsible for additional expenses incurred by the client in preparing for the trip. (e.g. non-refundable air tickets, visa fees if applicable, gear or medical expenses).

Minimum group size / Small group charge

If ACTIVE doesn't have the minimum numbers of clients to confirm by 30 days prior to the trip commencement, ACTIVE will notify the client and give them the option of either; cancelling the trip with full refund for the money paid, or accepting the small group charge which is calculated based on the numbers of clients who would like to commit to the tour. If more clients sign up within 30 days, ACTIVE refunds the client the price difference.

Amendment Charges

Any amendments involving reducing the nights of stay and or the number of units will be treated as a cancellation. The same conditions as outlined in the cancellation policy will apply.

Trip Guides/Laws

The guide will ensure the safety and welfare of the clients on the trip at all times and therefore their decision will be final on all matters. If in any circumstance the client refuses to co-operate with the guide on any matter, or abide by the laws of Japan, the guide can dismiss the client from the trip and they will forfeit the right to any refund.

Changes to Advertised Itinerary

Changes may occur to the itinerary due to unforeseen circumstances such as local events. The order of the days in the advertised itinerary may also change due to weather or any other circumstances.

Clients are permitted to make changes to their itinerary, including transferring from one trip to another when it is more than 60 days prior to the departure of their trip. If a transfer is made then ACTIVE reserves the right to charge an administration fee of 10% of the price of the original booked reservation.

Claims and Complaints

If a client has a complaint they must inform the guide while on the trip so ACTIVE and HPG have a chance to rectify the situation. Any further claim or complaints must be made in writing and submitted to ACTIVE and HPG no later than 30 days after the trip and we will do our best to resolve the situation satisfactorily.

Liability

All services and arrangements made by ACTIVE and HPG are made on the condition that ACTIVE and HPG will not be held responsible for any injury, death, loss, damage or irregularity which may occur through acts of carrying out the service or arrangements. We will not accept liability for circumstances outside our control such as robbery, sickness, wars, riots, strikes, delays or other unforeseeable or unavoidable occurrences.

Travel Documents

Clients agree to have a valid passport and necessary visas for traveling. ACTIVE does not assume responsibility for securing any of these documents and any advice given on the part of ACTIVE is done in good faith.

Photographic Release

Clients agree to permit ACTIVE, HPG and other guest to take photographs and film of the trip. Clients understand and agree that the photos and film may be used for commercial or promotional purposes.

Equipment

Clients agree to treat any rental equipment as if it were their own, and if damaged or destroyed will agree to be responsible for the equipment cost, including any costs for shipping.

I have read this document and understand that it is a release of all claims which are binding on myself, my heirs, members of my family, personal representatives and assigns. I understand that I am assuming all the risks associated with international travel, skiing and snowboarding. I accept all the above provisions.

Signature

Print Name

Date
