TRUE NISEKO
TERMS & CONDITIONS |

1. Payment
1) Full payment is required within forty-eight (48) hours after the invoice is issued in order to confirm and secure the booking.
2) Payment may be made by credit card or bank transfer. All bank transfer fees and related charges are the responsibility of the Guest.

2. Changes/Cancellation Fees and Penalties
1) All cancellations are subject to a five percent (5%) cancellation processing fee. Refunds are calculated as follows: (a) more than thirty (30) days before the scheduled program: 95% refund; (b) between thirty (30) and fourteen (14) days before the scheduled program: 50% refund; and (c) within fourteen (14) days of the scheduled program, or in the event of a No Show: no refund.
2) Any delay in the start of a lesson, session or program caused by a Guest's late arrival or delayed preparation will not be compensated by additional time, an extension, rescheduling or refund. A Guest who arrives more than one (1) hour late without prior notice may be treated as a No Show.
3) Requests to change booking details, including meeting time, meeting location, number of participants or program type, must be received by 6:00 p.m. on the day before the scheduled program and are subject to availability.
4) If all lifts are closed due to resort operations or safety reasons, True Niseko will make reasonable efforts to reschedule the booking. If rescheduling is not possible, a full refund will be provided less the five percent (5%) cancellation processing fee.

3. Services and Provisions
1) Lift passes, rental equipment and insurance are not included unless expressly stated otherwise.
2) Private lessons and guiding programs accommodate a maximum of four (4) Guests per Instructor or Guide.
3) The total program hours for Freedom programs include all driving time and any required breaks, including meal breaks such as lunch.
4) All full-day programs require a minimum break of thirty (30) minutes to protect the safety and well-being of Guests and Instructors or Guides.
5) True Niseko will use reasonable efforts to accommodate Guest preferences. However, the Instructor or Guide has final authority over all operational and safety-related decisions, including the meeting location, resort, terrain, slope, lesson structure, pace, objectives and any program modification. These decisions may be made according to the Guests' skiing or riding ability, weather, snow, avalanche conditions, lift operations and other relevant circumstances. Safety is the primary consideration, and such decisions do not constitute grounds for cancellation or refund.
6) True Niseko will use reasonable efforts to accommodate a request for a specific Instructor or Guide, but no particular Instructor or Guide can be guaranteed. True Niseko may replace an Instructor or Guide due to illness, injury or operational requirements, and such replacement does not constitute grounds for cancellation or refund.
7) Backcountry objectives, including specific terrain or snow conditions, cannot be guaranteed. The Guide will determine the most appropriate objective on the day based on the Guests' ability, weather, avalanche conditions, snow quality, lift operations and overall safety.
8) If access to backcountry terrain is restricted because of gate closures, avalanche conditions or other safety considerations, the Guide may modify the itinerary and continue the program within resort boundaries or on other suitable terrain. Such modification forms part of the guiding service and does not constitute grounds for cancellation or refund.
9) Avalanche safety equipment, including a beacon, shovel and probe, is mandatory for all backcountry programs. Guests using rental equipment are responsible for loss or damage beyond normal wear and tear. Guests must comply with all Niseko United Gate Rules, and any search and rescue costs remain the responsibility of the Guest.
10) Guests must follow the instructions of the Instructor or Guide at all times. If an Instructor or Guide reasonably determines that a Guest cannot participate safely because of intoxication, drugs or unsafe behavior, the lesson or guiding program may be terminated immediately without refund.
11) Children participating in private lessons must be toilet trained. If a lesson ends early because a child is unable or unwilling to continue, the lesson will be regarded as completed, and no refund, rescheduling or compensation will be provided. A parent or guardian must remain reasonably contactable throughout the lesson.

4. Liability

1) Guests acknowledge that skiing, snowboarding and backcountry activities involve inherent risks, including the risk of serious injury or death.
2) Guests confirm that they are physically capable of participating and have not received medical advice against doing so. Any medical condition or injury that may affect participation must be disclosed before the program begins.
3) True Niseko strongly recommends that all Guests obtain comprehensive travel insurance covering skiing, snowboarding and backcountry activities.
4) To the fullest extent permitted by applicable law, True Niseko accepts no liability for personal injury, illness, death, or loss of or damage to personal property arising from participation in any lesson or guiding program.
5) By making a booking with True Niseko, Guests acknowledge that they have read, understood and agreed to these Terms & Conditions.

5. Force Majeure

1) True Niseko will not be liable for any failure or delay in performing its obligations where that failure or delay results from circumstances beyond its reasonable control, including natural disasters, severe weather, government actions, pandemics or other force majeure events.
2) Where reasonably possible, True Niseko will make efforts to reschedule an affected program. A force majeure event does not affect any payment obligation that became due before the event.