

ADVENTURES UNLIMITED



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Agents License
TAS 138

Specialists in General & Adventure Travel

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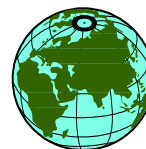
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SKI JAPAN JANUARY 2010

NEWSLETTER 1: 14th March 2009

The Basic Trip Itinerary.

Following great trips to Niseko in 2008 & 2009, Adventures Unlimited will run another tour to this excellent ski resort in January 2010. The trip will depart Sydney on 3rd January. The group will transit Tokyo & flying directly on to Sapporo the gateway airport to Niseko Resort. The plan is for 11 nights / 10 days before heading home. The option exists for a 7 night stop. Similarly, people can stay longer, try another resort or have a period touring this fascinating country.



These photos show typical conditions in Niseko.

The Resort.

Niseko is arguably the powder snow capital of the world. Super chilled winds flow down off the Siberian tundra. As these cross the Sea of Japan they warm up in relative terms. This causes the air mass to soak up moisture which it delivers to Niseko as champagne powder. The prevailing weather pattern means that this resort receives dump after dump of great snow throughout the winter. Barely a day goes by without new powder snow coating fabulous slopes on which enthusiastic skiers can lay fresh tracks.

In addition, Niseko has the largest floodlit night skiing area in the

world. The lifts are open from 8:30 in the morning until 9:00 p.m. at night 7 days / week.

The Accommodation.

We have booked a suite of apartments in a prime location. The description is:

"A one to two minute walk to the Hirafu Gondola is the only thing that keeps our guests from the famous Niseko powder. All the creature comforts of a hotel can be enjoyed in contemporary luxury, with an option of two or three bedroom units. Every condominium utilizes floor-to-ceiling windows to showcase Mt Yotei – Hokkaido's answer to Mt Fuji.



There are two condominium styles; Deluxe and Premium. The difference between the two is in the floor level and interior decoration – Premium condominiums are located on floors 4 – 6 and have been designed with superior quality furnishings. Niseko Landmark View provides the perfect sanctuary for those who don't believe in 'roughing it'. Each of the price options includes an extensive buffet breakfast."



Features

- Two & 3 Bedroom luxury apartments
- Single/double beds
- Broadband Internet & Satellite TV
- Washing machine
- Ensuite rooms
- Drying room
- 2 Bathrooms
- The basement floor is a dedicated secure ski storage area;
- English satellite TV, widescreen TV, DVD player, Mini Hi-fi system;
- Broadband internet :
- Telephone;

Landmark Deli is located on the ground floor of the building and can provide a number of different food packs ready for your arrival. The kitchen is fully equipped for guests' cooking needs.

The guest service desk is open everyday at reception throughout winter to provide assistance with all holiday arrangements;

The ski & snowboard rental shop is located on the ground floor of the building.





Costs.

We have tabulated the basic options so you can select the style of accommodation & duration of your stay. These prices include airfares ex Sydney, transfers to/from Niseko, lift passes & accommodation. The price excludes airline taxes as these may change until ticketing occurs. The condo accommodation choices are:

7 Nights in 3 Bedroom De Luxe Condo	\$3236	11 Nights in 3 Bedroom De Luxe Condo	\$4076
7 Nights in 3 Bedroom Premium Condo	\$3326	11 Nights in 3 Bedroom Premium Condo	\$4241



A Cheaper Accommodation Option.

We also have available a cheaper property for those who want to keep down their costs. The accommodation itself is really of a high quality but unlike our preferred choice, is not right beside the ski slopes. Rather it is close to the centre of the village. It is still in a good location because it is an easy 5 minute walk to the lifts. Alternatively it is only a 2 minute stroll to the free shuttle bus stop. It is also a 2 minute walk to the nearest convenience store so the positioning is okay.

The descriptions states that these 2 bedroom cottages “offer comfortable, homely accommodation with a log cabin feel. Central to everything in Hirafu, these condominiums offer the utmost in resort convenience.

With beautiful timber and log construction, the condominiums are distinctive in the village and full of character and charm!



The Cottage Option Cost

7 Nights in 2 Bedroom Cottage	\$3046	11 Nights in 2 Bedroom Cottage	\$3756
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Deposit & Payment Schedule

For the moment we are holding airline seats with Japan Airlines & we do not need to pay money for these at this stage. However, in Niseko we need to pay deposits in order to confirm the reservations. In order to secure your place we need a non refundable deposit of \$300 immediately. This will be used to ensure your accommodation. A second installment of \$300 will be required by 31st July.

Final Payment of the balance will be required by 25th October.

Please note: We will allocate people to the cheaper accommodation options on a first come – first served basis. We have limited cottage space & the same applies to the cheaper condos. Therefore, if you want to keep the price down, please provide us with your deposit as soon as possible.

Kind Regards,

Geoff & Susan Batten,
Manager.



NOTES:

Adventures Unlimited Email: travel@adventuresunlimited.com.au or Fax: 6243 1572

At this stage you can reply with a non-refundable deposit or with an expression of interest.

If you give us a deposit, we will confirm your flights immediately & lock in your accommodation.

If you think you want to come but want to discuss the trip in more detail before committing, please complete the Return Slip as an expression of interest. Please note that this Expression of Interest is **not** binding.

Please return the form by email or fax. You may of course phone through an indication that you might like to join the trip. Ph: 6243 8572 or Mob: 0419 895 653.



Adventures Unlimited.

Booking Form / Expression of Interest

Please read the Booking Conditions notes over the page, complete and return to Adventures Unlimited. Payment of your deposit indicates acceptance of our booking conditions.

JAPAN SKI TRIP 2009.	BOOKING FORM (Please tick your choice)		EXPRESSION OF INTEREST	
NAME (Exactly as in passport)				
Date of Birth		Age:	Gender:	
Postal Address				
City		Country		
Home Phone		Work Phone		
Mobile Phone				
Email				
Nationality		Passport No		
Date of Birth		Passp't Date	Expiry	
Dietary Requirements		Medical Conditions		
Emergency Contact	Name: Home Phone Mobile Phone			
Interested In:	De Luxe Condo Accommodation	Yes / No	Premium Condo Accommodation	Yes / No
	Cottage Accommodation	Yes / No		
	7 Nights in Niseko			
	11 Nights in Niseko			
	Extra Nights or Other Travel (Please outline)			

Adventures Unlimited requires all customers to have comprehensive travel insurance.

BOOKING CONDITIONS

1. Definitions

"Conditions" means these Terms and Conditions.

"Customer" means a person, firm or corporation seeking to acquire Services from Adventures Unlimited and if there is more than one of these, these Conditions bind them jointly and each of them separately.

"Departure Date" means the date scheduled for the Customer to Depart at the start of the Travel Arrangements.

"Travel Arrangements" means the travel arrangements made by Adventures Unlimited including all Products.

"Material Alteration" means a material change to the Travel Arrangements as determined at the sole discretion of Adventures Unlimited.

"Products" means individual components of Travel Arrangements, such as accommodation, meals, transport, cruises and tours.

"Services" means the booking and payment services provided by Adventures Unlimited in relation to Travel Arrangements; and

"Suppliers" means the party that is responsible for providing the individual Products.

"Tax Invoice" means a tax invoice which complies with the definition contained in the Australian legislation.

2. Basis of Contract

2.1 The Conditions apply exclusively to every contract for Services by Adventures Unlimited to the Customer and cannot be varied or supplanted by any other condition unless expressly accepted in writing by Adventures Unlimited.

2.2 Acceptance – Payment of a deposit indicates the Customer's acceptance of the Conditions.

3. Booking your holiday

3.1 Deposit – a non-refundable deposit of A\$300 per person (or other amount as advised) is required to secure a booking.

3.2 Late Bookings – Bookings made within 10 days of a Departure Date are subject to a late booking fee of \$100 per booking.

4. Price Policy

4.1 Prices are contained in the relevant Adventures Unlimited document but are subject to change.

4.2 Tour package prices are quoted for the entire package and itemised component costs cannot be given.

4.3 Travel Arrangements – the price may be based on Products being booked in groups.

4.4 Surcharges – the price of the Travel Arrangements is subject to the possibility of surcharges. Surcharges may be incurred (without limitation) in connection with: currency exchange rates, increases in Product prices, scheduled airfares, hotel and ground transportation charges, game park entrance fees and any other increases in connection with the Travel Arrangements.

4.5 Products not Utilised – no refunds are made in respect of Products not utilised, for example, accommodation, meals and sightseeing excursions.

4.6 Goods & Services Not Included – the following are excluded from the Travel Arrangement price; arrival or departure taxes, passport and visa costs, travel insurance, personal expenditure including drinks, laundry, room service, meals and gratuities, unless expressly included.

4.7 GST – each amount of whatever description specified as payable by the Customer to Adventures Unlimited is expressed net of GST. Prices for the supply of Services exclude any other taxes, duties or imposts imposed on or in relation to the Services in Australia or overseas. The Customer is liable to pay any amount of GST imposed on any product.

5. Payment

5.1 Final Payment – must be received by Adventures Unlimited no later than 90 days prior to the Departure Date or less than this at a date set by Adventures Unlimited.

5.2 Where package bookings are made within 60 days of departure, full payment must be made at the time of booking.

5.3 In addition to any amount payable to Adventures Unlimited, the Customer must pay to Adventures Unlimited on production of a Tax Invoice the GST payable by Adventures Unlimited in respect of that amount.

6. Amendments

6.1 Adventures Unlimited will endeavour to assist if the Customer requests an amendment to the Travel Arrangement booking up to 90 days prior to the Departure Date subject to the following;

(a) Amendment Charge – \$50.00 per file applies to any Customer requesting a change to a confirmed booking.

(b) Additional Charges – all other expenses incurred by Adventures Unlimited may also be payable by the Customer at Adventures Unlimited's discretion.

(c) Any charges arising from a request for amendments are payable by the Customer whether or not Adventures Unlimited is successful in confirming the requested amendment.

7. Cancellations by the Customer

7.1 The Customer must give Adventures Unltd. notice of any cancellation in accordance with the provisions contained in clause 10.

7.2 Charges – the following charges are payable by the Customer in accordance with the number of days prior to the Departure Date following notice being received by Adventures Unlimited of cancellation:

All Deposit paid are non-refundable.

7.3 Additional Charges – the Customer may incur further cancellation charges from some local agents.

8. Cancellations and Material Alteration by Adventures Unlimited

8.1 Adventures Unlimited may treat a booking as cancelled and levy cancellation charges if the Customer does not pay the balance of the Travel Arrangements price at least 60 days prior to the Departure Date.

8.2 Force Majeure – Adventures Unlimited may, at its sole option, where circumstances outside of its control affect the provision of Travel Arrangements (such as flood, fire, act of God, war or threat of war, physical unrest, riots, civil disturbances, terrorist activities (threatened or actual), strikes, port or airport closure, technical problems with transport, alteration or cancellation of scheduled travel services) cancel scheduled Travel

Arrangements at any time and may at Adventures Unlimited's sole and absolute discretion:

(a) offer the Customer alternative Travel Arrangements or Products of comparable standard as may be appropriate in the circumstances; or

(b) if alternative Travel Arrangement or Products are not offered by Adventures Unlimited, Adventures Unlimited will make a full and prompt refund of monies paid by the Customer.

8.3 Adventures Unlimited may charge a reasonable fee to cover the administration costs associated with providing alternative Travel Arrangements or Products.

8.4 Material Alteration – if a Material Alteration becomes necessary within 90 days of the Departure Date for any reason other than the circumstances described in clause 8.2, Adventures Unlimited will endeavour to offer comparable Products or a full refund of all monies paid by the Customer.

9. Adventures Unlimited Obligations and Liability

9.1 Booking Agent – Adventures Unlimited acts as a booking agent for the Suppliers of Products and accepts no liability for any injury, loss, damage, accident, delay or irregularity that may arise to any Customer or third party resulting from the Customer's or third party's use of the Products.

Adventures Unlimited makes all reasonable enquiries to determine that Suppliers provide appropriate Products.

9.2 Except as specifically set out herein, any term, condition or warranty in respect of the quality, merchantability, fitness for purpose, condition, description, specification or performance of the Products or Services, whether implied by statute, common law, trade usage, custom or otherwise, is hereby expressly excluded.

9.3 Circumstances Beyond our Control – if Adventures Unlimited is unable to provide the Travel Arrangements as illustrated in the brochure or similar document, or any Product agreed to be provided, it is not liable for any injury, loss, damage, accident, delay or irregularity arising to the Customer or any third party.

9.4 Loss – Adventures Unlimited accepts no liability for any direct or indirect loss, financial loss, consequential loss, loss of enjoyment, pain and suffering, damage, injury, accident delay or irregularity occasioned to the Customer while undertaking a Travel Arrangement, using the Services or arising from any booking.

9.5 Adventures Unlimited strongly recommends that the Customer insure themselves against loss of deposit, cancellation charges, medical expenses and loss of personal possessions, and any other foreseeable loss or expense.

9.6 Nothing in the Conditions is to be interpreted as excluding, restricting or modifying the application of any relevant State or Federal legislation which cannot be excluded, restricted or modified.

10. Notice

10.1 A notice by the Customer must be in writing, and may be delivered by hand, sent by prepaid mail, sent by facsimile or sent by electronic means such as e-mail to the address or number specified.

10.2 A notice is treated as given to Adventures Unlimited, when:

(a) if hand delivered, when delivered;

(b) if sent by prepaid mail, when received or within 48 hours after posting, whichever is the sooner,

(c) if sent by facsimile, when facsimile machine confirms transmission; or

(d) if by e-mail, when the e-mail is sent.

11. Governing Law

11.1 These Terms are governed by and are to be construed in accordance with the laws of the State of Tasmania and Australia.

11.2 Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the Courts and Tribunal of Tasmania and Courts entitled to hear appeals from those Courts and Tribunals.

12. Privacy

12.1 Any information Adventures Unlimited obtains from the Customer or its representative is necessary for Adventures Unlimited's business purposes or providing the Customer with Adventures Unlimited's goods and services, and may be used in answering any queries the Customer may have; considering the Customer's application for credit or to become a Customer; performing internal administration and operations; developing, improving and marketing the Adventures Unlimited's products and services; and any directly related purposes.

12.2 Adventures Unlimited will not disclose any personal information to any other party without the consent of the Customer except to the Suppliers, a related entity or adviser of Adventures Unlimited or where Adventures Unlimited is otherwise required by law to do so. The Customer may access the personal information on written request to Adventures Unlimited.

13. Assumption of Risk

You understand and accept that your proposed tour or holiday may expose you to inherent dangers including but not limited to physical exertion, remoteness from medical facilities, weather extremes and limited medical evacuation facilities. These risks may include personal injury, disease or death, delays of whatever sort including transportation, loss or damage to property, equipment failure, or the activity itself. You acknowledge that alterations to the scheduled itinerary or activity may be made as necessitated by weather, group size, road transport, road closures, illness or other factors, you agree to accept the decisions of Adventures Unlimited or their representative, and you accept that neither we nor the providers of services can be held responsible for expenses or inconvenience incurred as a consequence. You acknowledge that the enjoyment of your tour or holiday is derived in part from travel beyond the safety risks of life at work or at home, and you accept and assume all the risks involved.