NISEKO UNITED Snowsports & Guiding School Affiliation System

2024-2025

No new applications are accepted for 2024-25 season as the number of the affiliated Snowsports and guiding businesses has reached a certain number.

Niseko United Snowsports and Guiding Business Affiliation System

1. Introduction

Snowsports schools and Guiding businesses that are not directly aligned to or owned by Niseko Free Passport Committee ('NFP') member lift company must be officially authorised by NFP in order to use the NISEKO UNITED (Annupuri, Niseko Village, Grand Hirafu, Hanazono) lift network.

The aim is to ensure that the quality of ski field experience in Niseko continues to improve and that the enjoyment and safety of guests are maintained at all times.

As such, NFP has established a formal NISEKO UNITED Snowsports & Guiding Business Affiliation System for third-party Snowsports schools and/or Guiding businesses in order for those to become recognized as NISEKO UNITED Affiliated Snowsports schools and Guiding businesses.

This means that Snowsports School or Guiding business are not permitted to operate within the NISEKO UNITED ski resort boundary without becoming formally affiliated by NFP.

2. Affected parties

Any groups, businesses or individuals already operating or intend to operate a Snowsports School or Guiding business (including guided photography business) within the NISEKO UNITED ski area for financial reward.

3. Affiliation requirements

Membership of an applicant is at the discretion of NFP; only after accreditation by NFP can an applicant commence the operation.

NFP will implement the following accession conditions for the 2024-2025 season.

- 1. No application is accepted for 2024-25 season from new schools/guiding businesses that have never been accredited by NFP previously.
- 2. When continuing applicants who have been accredited previously (hereafter referred to as 'applicants') are to apply;
 - The stipulated number of registered instructors and guides at a school must be at least 10.
 - Instructors/Guides are to register with one business only. Duplicate registrations are not permitted.
 - Failure to register the stipulated number of staff by Saturday 14 December 2024 will result in the withdrawal of accreditation.
 - All respective Snow sports or Guiding businesses must have a Japanese speaking contact person to communicate on a business level. This contact person is not permitted to represent multiple applicants.
- 3. Applicants must be legal entities duly registered in Japan, and must operate within the laws and regulations of Japan.
- 4. All staff members, instructors and guides employed by applicant Snowsports schools and Guiding businesses must be legally entitled to work in Japan. In the case of foreign staff members, evidence of such together with an individual's Residents Card or Gaijin Card will be required to be shown at the time of lift pass pickup.
- 5. Applicants must hold a current public liability / accidents insurance policy (minimum of 100 million yen per single accident), which covers their clients for the period of operation.
- 6. Applicants must register the uniform of the Snowsports schools and Guiding business at the time of application. A maximum of two types of uniform is allowed per a business.

- 7. The ski school business must be qualified by a national certifying with international recognition. A list of the internationally recognized certifications can be found on the following list. All instructors employed by the applicant Snowsports school, must hold a snow sports teaching certification issued by a national certifying with international recognition. The owner or head of the ski school must be present in the Niseko area throughout the whole season.
- 8. All guides employed by applicant Guiding business must be either certified or be under the supervision of a responsible person holding relevant back-country certification issued by a recognized authority. The representative of the business must be present in the Niseko area throughout the whole season. The following will be considered the minimum eligibility certification.
 - · Level 1 Avalanche Certification (non-recreational).
 - Level 3 ISIA ski/snowboard instructors certification together with the ISIA avalanche and guiding module.
- 9. Eligible Ski school and guiding businesses are required to submit a staff training plan, and adopt a "continuous improvement" approach to improving the skills and development of instructors and guides working in the NISEKO UNITED area.
- 10. Applicants must operate cooperatively with NFP members and all operations staff of NISEKO UNITED ski areas.
- 11. All staff members, Instructors and Guides employed by applicant Snowsports schools and Guiding businesses will be required to purchase and hold a NISEKO UNITED Commercial Season Pass issued by NISEKO UNITED.
 - All Snowsports Instructors and Guides purchasing a NISEKO UNITED Commercial Season Pass will also be issued with a "NISEKO UNITED Affiliated" armband (one per commercial seasons pass). This armband must be affixed to the Guide's/Instructor's uniform jacket and must be clearly visible at all times when working.
 - Armbands will be issued free of charge. However, the armband and commercial lift pass together will be subject to a 1,000 yen deposit. The armband and commercial lift pass must be returned together to the place of purchase in order to receive a refund of the deposit paid.
 - Validity of each armband will expire at the end of the ski season designated on the armband.
- 12. If even one instructor or guide is found with improper usage of armband and commercial lift pass, the whole business will be subject to the revocation of the affiliate system accreditation. The representative of the Snowsports schools and Guiding businesses must take responsibility to make sure of the proper usage of commercial lift passes and armbands of all staff.

4. Commercial Pass Pricing

- (1) NISEKO UNITED Commercial Season Pass for 2024-2025
- ① 338,800 yen (including consumption tax) for instructors and guides who are not members of the Niseko Winter Guiding Association (NWGA).
- ② 154,000 yen (including consumption tax) for instructors and guides who are members of the Niseko Winter Guiding Association(NWGA), and other guided photography business operators. Those who wish to perform snows ports lessons within Niseko United ski area must purchase the ① NISEKO UNITED Commercial Season Pass even as a member of NWGA.
- (2) NISEKO UNITED commercial season passes will be issued to individuals with the individuals' name and photograph embedded in the pass. NISEKO UNITED commercial season passes are not transferable.
- (3) Charges will be applied for the below with the above season passes:
 - Change of a pass holder's name: 20,000 yen /card
 - Reissuance of card in case of loss: 3,000 yen /card (deposit will be collected newly)

5. Application process

Applicant Snowsports Schools and Guiding businesses will be required to submit a <u>NISEKO UNITED Snowsports & Guiding Business Affiliation</u> System application in the required format not later than one week prior to the intended commencement of the applicant's Snowsports school or Guiding business, and before 14 December 2024. The applicant must submit their application to the NISEKO UNITED NFP member (Annupuri or Grand Hirafu) where they will most frequently start or operate from.

Application requirements are as follows:

- 1. A correctly filled out NISEKO UNITED Snowsports & Guiding Business Affiliation System application form.
- 2. Corporate verification documents (登記事項証明 Certificate of registered information / 印鑑登録証明書 Registered seal certificate) including a detailed description and location of the intended business, full contact details (summer and winter) and contact details of Japanese speaking staff members.
- 3. A copy of the applicant's Emergency Management Plan as required in the case of guest or staff member injury or serious incident.
- 4. A copy of the applicant's Staff Training and Development Plan.
- 5. Images in colour of the applicant's Snowsports School or Guiding business uniform: Front/Back/Side.
- 6. The number of instructors/guides to be employed.
- 7. Full details and qualifications of the representative qualified person(s).
- 8. Full list of staff members and instructors who will purchase a NISEKO UNITED Commercial Lift Pass. Please note that, in the case of foreign staff members, evidence of eligibility to work in Japan (e.g. copy of work visa) together with their gaijin card must be shown at the time of lift pass pickup.
- 9. Evidence of public liability/accident insurance (minimum of 100 million yen per single accident) must be provided. Third parties and all clients must be covered by the policy. Normally, this will be in the form of a "certificate of currency" as provided by the applicant's insurance company

The applicant must promptly report any changes or updates to the application, together with the required documentation, to the same place where originally registered for affiliation was turned in (Annupuri or Grand Hirafu). Failure to report may result in withdrawal of accreditation. Please note that affiliation of applicants will be at the sole discretion of NFP members. Once affiliated, applicants will then be able to purchase *NISEKO UNITED Commercial Lift Passes* for all staff members (in uniform) and instructors and guides as shown in the applicant's application.

6. Prohibited acts

(1) Violations against the terms of NISEKO UNITED Affiliation System

- a) Solicitation or engagement in any form of publicity for business, or placing flags or signs to indicate the meeting place within a NISEKO UNITED ski area and its facilities.
- b) To conduct lessons or guiding services without wearing the designated Snowsports School or Guiding business uniforms as advised to NFP.
- c) Inability of the Japanese speaking contact person to respond to emergency calls.
- d) Inability of the owner or head of the ski school / Guiding services to be present in the Niseko area throughout the whole season without any special reasons.
- e) To use ski passes other than the commercial passes when working.
- f) Transferring or lending of the NISEKO UNITED Commercial Season Pass to others.
- g) To use Hanazono and Niseko village ski areas and all the facilities such as rental shops and the hotels or advertise as a meeting place or as a starting point of lessons under any circumstances.
- h) Making a false report on the application.
- i) Violations of Japanese law.

(2) Violations against each ski resort regulations

Regulations vary, please check with each ski resort for details.

(3) Violations against Niseko Rules

*Penalties for prohibited acts are listed in the List of Penalties for Prohibited Acts.

7. Exclusions

Affiliation will not be required under the following circumstances:

- Domestic school teachers instructing their school pupils on a short term or temporary basis.
- Snowsports schools and Guiding services owned or directly affiliated by NFP.

8. Enforcement Procedures.

NFP members understand that eligible Snowsports Schools and Guiding businesses expect that their investment in commercial lift passes is respected and protected. As such, the Lift pass enforcement patrols may check the lift passes whether correct lift passes are being used in the correct situations.

- (1) The patrols will each carry a "hand-scanner", which will be able to remotely determine:
 - a. The type of lift pass in use
 - b. The name and embedded coloured photograph of the user
 - c. The lift ticket number

The hand-scanner can record lift pass history data for reference.

- (2) If the patrol determines to find the incorrect usage of a lift pass, the affected individual will be handed a copy of a "<u>Consultation Request</u>" document, together with reference to the *NISEKO UNITED Snowsports & Guiding Business Affiliation System*. There shall be no further engagement or confrontation with this individual on the spot. It is then incumbent on this individual to arrange a meeting with an NFP member within 48 hours of detection to prove against the charge. If the affected individual fails to arrange a meeting within 48 hours, then their lift pass will be automatically cancelled.
- (3) Providing that the person responds within 48 hours and attends the meeting, the following outcomes may be possible:
- If NFP member determines that the individual did not violate the rules, the charge will be released.
- If NFP member determines that there was a violation by the affected individual, the designated penalties for prohibited acts will be imposed.
- *Violation by an individual can result in a liability penalty of the Ski school and guiding business.

In case of non-member of the Affiliation System

(1) 1st time

- If NFP member determines that the individual did not violate the rules, the charge will be released.
- If NFP member determines that the individual is suspicious of teaching or guiding act, this individual will be warned not to teach or guide further, and will be required to sign a "<u>Personal Declaration</u>" document that they are not participating in the business of a Snowsports or Guiding business.
- If NFP determines that the person is teaching or guiding for financial reward, their existing lift pass will immediately be cancelled with no refund.

(2) 2nd time

The individual is required to arrange a meeting with an NFP member within 48 hours of detection to prove against the charge. If the affected individual fails to arrange a meeting within 48 hours, then their lift pass will be automatically cancelled.

Providing that the person responds within 48 hours and attends the meeting, the following outcomes may be possible:

If NFP determines that the person is not teaching or guiding for financial reward, the charge will be released.

• If NFP member determines that the person is teaching or guiding for financial reward, lift pass will be cancelled immediately with no refund.

Affiliated Snowsports Schools and Guiding businesses are encouraged to identify individuals they believe are operating illegally to NFP Lift pass enforcement patrols. The patrols will then gather data on those individuals lift passes and report the lift pass details to NFP members.

9. General

In order to protect the quality of experience, safety and enjoyment of all Niseko United guests, NFP will strictly adhere to the various rules set by each ski resort, including the Conditions of Contract for Cableway Transport, Conditions of Use for Ski Resorts, Niseko Rules and other local rules.

NFP will take a firm stand against violations and individuals behaving in any way contrary to the definition and/or spirit of the <u>NISEKO UNITED Snowsports & Guiding Business Affiliation System</u>. To this end, NFP reserves the right to immediately suspend all lift passes purchased and held by offenders without refund and to refuse to purchase any further lift passes.

NFP reserves the right to modify or alter the <u>NISEKO UNITED Snowsports & Guiding Business Affiliation</u> System at any time.

Snowsports Schools and Guiding businesses affiliated under this process will not be entitled to any form of lift priority at any NISEKO UNITED ski area.

NFP members may place signage across the NISEKO UNITED resort area informing residents and guests of the benefits of the NISEKO UNITED Snowsports & Guiding Business Affiliation System and the advantages of engaging only properly affiliated instructors and guides.

Representative Qualification Requirement

2024-25				
COUNTRY	GROUP			
OVSV AUSTRIA	Ι SIΔΔΙΙΙCHER			
FRANCE FULL				
AMSI ITALY				
DSLV GERMANY LEVEL 3				
BASI U • K				
PSIA U·S·A	LEVEL 3			
CSIA CANADA LEVEL 3				
ASAA AUSTRALIA				
NZSIA NEW ZEALAND				

 $[\]divideontimes$ SAJ and SIA (JPN) are accredited in accordance with the rules of each.

 $[\]frak{\%}$ For certificates not listed above, we will confirm at the time of application.

	Penalties for Prohibited Acts		Penalties for Prohibited Acts	
	Violations against the terms of NISEKO UNITED Affiliation System			
		a)	1st time Strict warning, submission of memorandum of understanding required	
	b) c) d)		$2^{ m nd}~{ m time}$ Usage of all lift passes of the business to be suspended for 3 days	
			3 rd time Withdrawal of accreditation / Membership	
			*Not withstanding the above, cancellation of a membership may be possible in case the rule is violated in a severely malicious manner.	
			Confiscation of a pass for the staff (lift pass not to be issued the next season)	
			$1^{ m st}~time$ Strict warning, submission of memorandum of understanding required	
	1)	e)	$2^{ m nd}~{ m time}$ Usage of all lift passes of the business to be suspended for 3 days	
		f)	3 rd time Withdrawal of accreditation / Membership	
			Penalty 100,000 yen + Compensation for unauthorized ride Not withstanding the above, cancellation of a membership may be possible in case the rule is violated in a severely malicious manner.	
6		g)		
	h)		Withdrawal of accreditation / Membership	
		i)		
	,		Violations against each ski resort's regulations	
	2)	1 st time Strict warning, submission of memorandum of understanding required 2 nd time Usage of all lift passes of the business to be suspended for 3 days 3 rd time Withdrawal of accreditation / Membership	
			Violations against Niseko United Rules	
	3)	Confiscation of a pass for the staff (lift pass not to be issued the next season) 1st time Strict warning, submission of memorandum of understanding required 2nd time Usage of all lift passes of the business to be suspended for 3 days 3rd time Withdrawal of accreditation / Membership Penalty 100,000 yen + Compensation for unauthorized ride Not withstanding the above, cancellation of a membership may be possible in case the rule is violated in a severely malicious manner.	