

## **General Terms & Conditions for Accommodation Contract**

### **Article 1. (Scope of Application)**

1. Contracts for accommodation and related agreements to be entered into between this Hotel and the Guest to be accommodated shall be subject to these Terms and Conditions.  
Any particulars not provided herein shall be governed by laws and regulations and/or generally accepted practices.
2. In the case when the Hotel has entered into a special contract with the Guest insofar as such special contract does not violate laws and regulations and generally accepted practices the special contract shall take precedence over the provisions of these Terms and Conditions, notwithstanding the preceding Paragraph.

### **Article 2. (Application for Accommodation Contract)**

1. A Guest who intends to make an application for an Accommodation Contract with the Hotel shall notify the Hotel of the following particulars.
  - (1) Name of the Guest(s).
  - (2) Date of accommodation and estimated time of arrival.
  - (3) Accommodation charges.
  - (4) Other particulars deemed necessary by the Hotel.
2. If Guests request to extend their stay, during their stay, beyond the date in subparagraph (2) of the preceding Paragraph, it shall be regarded as an application for a new Accommodation Contract at the time such request is made.

### **Article 3. (Conclusion of Accommodation Contracts, etc.)**

1. A Contract for Accommodation shall be deemed to have been concluded when the Hotel has duly accepted the application as stipulated in the preceding Article.  
However, the same shall not apply where it has been proved that the Hotel has not accepted the application.
2. The deposit shall be first used for the Total Accommodation Charge to be paid by the Guest, secondly for cancellation charges under Article 6 and thirdly for reparations under Article 18 as applicable. The remainder, if any, shall be refunded at the time of payment for accommodation as stated in Article 12.
3. If the Guest fails to pay the deposit by the date as stipulated in Paragraph 2, the Hotel shall treat the Accommodation Contract as invalid. However, the same shall apply only

in the case where the Hotel thus informs the Guest when the period of Payment of the deposit is specified.

#### **Article 4. (Special Contracts Requiring No Accommodation Deposit)**

1. Notwithstanding the provisions of Paragraph 2 of the preceding Article, the Hotel may enter into a special contract requiring no accommodation deposit after the Contract has been concluded as stipulated in the same Paragraph.
2. In the case when the Hotel has not requested payment of the deposit as stipulated in Paragraph 2 of the preceding Article and/or has not specified the date of payment of the deposit at the time the application for an Accommodation Contract has been accepted, it shall be treated as though the Hotel has accepted a special contract prescribed in the preceding Paragraph.

#### **Article 5. (Refusal of Accommodation Contracts)**

The Hotel may not accept the conclusion of an Accommodation Contract under any of the following circumstances:

- (1) When the application for accommodation does not conform with the provisions of these Terms and Conditions.
- (2) When the Hotel is fully booked and there is no vacancy.
- (3) When the Guest seeking accommodation is deemed liable to conduct himself/herself in a manner that will violate laws or act against the public order or good morals in regard to his/her accommodation.
- (4) When the Guest seeking accommodation can be clearly identified as carrying an infectious disease.
- (5) When the Hotel and/or hotel staff are violently threatened or unreasonably burdened by the Guest.
- (6) When the Hotel is unable to provide accommodation due to natural calamities, malfunction of facilities and/or other unavoidable causes.
- (7) The law in respect to prevention, etc. against illegal actions by gang members (1991 Law item 77) stipulated article 2 item 2 (hereinafter referred to as "gang group"), gang member stipulated by the same law article 2 item 6 (hereinafter referred to as "gang member."), gang group semi-regular members or gang member related persons and other antisocial forces.
- (8) When gang group or gang members are associates of corporations or other bodies to control business activities.
- (9) When a corporate body has related persons to gang members.

- (10) When the guest seeking accommodation behaves extremely in a mischievous way against other hotel guests.
- (11) When the guest seeking accommodation, a violent requesting act is carried out, or demanded a burden beyond the reasonable purview.

**Article 6. (Right to Cancel Accommodation Contracts by the Guest)**

1. The Guest is entitled to cancel the Accommodation Contract by notifying the Hotel.
2. If the Guest has cancelled the Accommodation Contract in whole or in part due to causes for which the Guest is liable (except in the case when the Hotel has requested payment of the deposit during the specified period as prescribed in Paragraph 2 of Article 3 and the Guest has cancelled before payment), the Guest shall pay cancellation charges as listed in the Attached Table No. 2. However, in the case when a special contract as prescribed in Paragraph 1 of Article 4 has been concluded, the same shall apply only when the Guest is informed of the obligation of payment of cancellation charges in case of cancellation by the Guest.
3. If the Guest does not appear by 8:00 p.m. of the accommodation date without advance notice (2 hours after the expected time of arrival if the Hotel is notified), the Hotel may regard the Accommodation Contract as being cancelled by the Guest.

**Article 7. (Right to Cancel Accommodation Contract by the Hotel)**

1. The Hotel may cancel the Accommodation Contract under any of the following circumstances:
  - (1) When the Guest is deemed liable for conduct and/or has conducted himself/herself in a manner that will violate laws or act against the public order and good morals in regard to his/her accommodation.
  - (2) When the Guest can be clearly identified as carrying an infectious disease;
  - (3) When the Hotel and/or Hotel staff suffers from violent threat or unreasonable burden from the Guest. Or, when it is acknowledged that similar activity has occurred in the past;
  - (4) When the Hotel is unable to provide accommodation due to natural calamities and/or other causes of force majeure;
  - (5) When the Guest does not observe prohibited actions such as smoking in bed, tampers with fire-fighting facilities and otherwise breaches Hotel Regulations stipulated by the Hotel (restricted to particulars deemed necessary in order to avoid causing fires).
2. The following are cases where our Hotel (Ryokan) may cancel the Accommodation

## Contract

- (1) Gang group, gang group semi-regular members or gang member related persons and other antisocial forces.
  - (2) When a corporate body or other organization where gang groups or gang members control business activities.
  - (3) In a corporate body which has persons relevant to gang member in its board member.
  - (4) When the Guest in accommodation behaves extremely in a mischievous way against other hotel guests.
  - (5) When having accommodation, a violent action is carried out, or demanded a burden beyond reasonable purview.
3. If the Hotel has canceled the Accommodation Contract in accordance with the preceding Paragraph, the Hotel shall not charge the Guest for any of the services during the contractual period he/she has not received.

## Article 8. (Registration)

1. The Guest shall register the following particulars the Front Desk of the Hotel on the day of accommodation:
  - (1) Name, age, sex, address and contact information of the Guest(s);
  - (2) Nationality, passport number, port and date of entry in Japan;
  - (3) Date and estimated time of departure; and
  - (4) Other particulars deemed necessary by the Hotel.
2. All Guests of foreign nationality who do not reside within Japan will be asked to leave a photocopy of their passport with the Front Desk.
3. In the case where the Guest intends to pay his/her accommodation charges prescribed in Article 12 by any means other than Japanese currency, such as traveler's check coupons or credit cards, these credentials shall be shown in advance at the time of the registration prescribed in the preceding Paragraph.

## Article 9. (Occupancy Hours of Guest Rooms)

1. The Guest is entitled to occupy the contracted guest room of the Hotel from 3:00 p.m. on the day of arrival to 11:00 noon on the day of departure. However, in the case when the Guest is accommodated continuously, the Guest may occupy the guest room all day, except for the days of arrival and departure.
2. The Hotel may, notwithstanding the provisions prescribed in the preceding Paragraph, permit the Guest to occupy the guest room beyond the time prescribed in the same Paragraph.

## **Article 10. (Observance of Hotel Regulations)**

The Guest shall observe the Hotel Regulations established by the Hotel. Hotel Regulations are posted within the premises of the Hotel.

## **Article 11. (Payment of Accommodation Charges)**

1. Accommodation charges, etc. shall be paid at Front Desk at the time of the Guest's departure or upon request by the Hotel in Japanese currency. Other means acceptable to the Hotel are coupons, pre-settlement and credit cards.
2. Accommodation charges shall be paid even if the Guest voluntarily does not utilize the accommodation facilities provided for him/her by the Hotel.

## **Article 12. (Liabilities of the Hotel)**

1. The Hotel shall compensate the Guest for damage if the Hotel has caused such damage to the Guest in the fulfillment or the nonfulfillment of the Accommodation Contract and/or related agreements. However, the same shall not apply in cases where such damage has been caused due to reasons for which the Hotel is not liable.
2. The Hotel is covered by Hotel Liability Insurance to deal with unexpected fire and/or other disasters.

## **Article 13. (Handling when Unable to Provide Contracted Rooms)**

1. The Hotel shall, when unable to provide contracted rooms, arrange accommodation of the same standard elsewhere for the Guest insofar as practicable with the consent of the Guest.
2. When arrangement of other accommodation can't be made, notwithstanding the provisions of the preceding Paragraph, the Hotel shall pay the Guest a compensation fee equivalent to the cancellation charges and the compensation fee shall be applied to reparations. However, when the Hotel cannot provide accommodation due to causes for which the Hotel is not liable, the Hotel will not compensate the Guest.

## **Article 14. (Handling of Deposited Articles)**

1. The Hotel shall compensate the Guest for damages when loss, breakage or other damage is caused to goods, cash or valuables deposited at the Front Desk by the Guest, except in the case when this has occurred due to causes of force majeure.
2. The Hotel shall compensate the Guest for damages when loss, breakage or other damage is caused, through intent or negligence on the part of the Hotel, to the goods, cash or

valuables brought onto the premises of the Hotel by the Guest but are not deposited at the Front Desk. However, for articles of which the nature and value has not been reported in advance by the Guest, the Hotel shall compensate the Guest up to a maximum of 100,000 yen.

#### **Article 15. (Custody of Baggage and/or Belongings of Guest)**

1. When the baggage of the Guest is brought into the Hotel before his/her arrival, the Hotel shall be liable to store it only in the case when such a request has been accepted from the Hotel. The baggage shall be handed over to the Guest at the Front Desk at the time of his/her check-in.
2. When the baggage or belongings of the Guest are found after check-out and ownership of the article is confirmed, the Hotel shall inform the owner of the article left and ask for further instructions. However, when the owner or when ownership is not confirmed gives no such instructions to the Hotel, the Hotel shall handle it according to the Lost Goods Act.
3. The Hotel's liability in regards to the custody of the Guest's baggage and belongings in the case of the preceding two paragraphs shall be in accordance with the provisions of Paragraph 1 of the Preceding Article in the case of Paragraph 1, and with the provisions of Paragraph 2 of the same Article in the case of Paragraph 2.

#### **Article 16. (Liability in Regard to Parking)**

The Hotel shall not be liable for the custody of the vehicle of the Guest when the Guest utilizes the parking lot within the premises of the Hotel, as it shall be regarded that the Hotel simply offers the space for parking, whether the key of the vehicle has been deposited to the Hotel or not. However, the Hotel shall compensate the Guest for damage caused through intent or negligence on the part of the Hotel in regards to the management of the parking lot.

#### **Article 17. (Liability of the Guest)**

The Guest shall compensate the Hotel for damage caused through intent or negligence on part of the Guest.

### **The Attached Table 1**

Breakdown of Accommodation Charge

		Itemization
Total Amount of Accommodation Charge	Accommodation Fee	(1) Basic Accommodation Fee (2) Room Charge
	Additional Fee	(1) Food and Beverage (2) Other Service Charge
	Taxes	(1) Consumption Tax (2) Bathing Tax

Remarks

Those charges are subject to change to revisions of the Laws concerned.

### **The Attached Table 2**

Penalty (relating to Article 6.2.)

Date of Cancellation

7days to the day before	No show
100%	100%

- (1) The percentage is the ratio of penalty to the basic accommodation fee.
- (2) When the day defined in contracts is shortened, the Hotel will collect a penalty equivalent to one day accommodation (same amount of its first day accommodation), regardless the number of days shortened.
- (3) When the reservation cancelled without any notice, 100% of the basic accommodation fee will be charged as a penalty.