

# TERMS AND CONDITIONS FOR ACCOMMODATION CONTRACTS

## **(Scope of Application)**

**Article 1.** The Accommodation Contract and related contracts to be concluded between our Hotel and the Guest shall be based on this Contract under the following terms and conditions of our Contract. Any matter not stipulated in this Contract shall be governed by ordinance and generally established practice.

2. When our Hotel has agreed to conclude a Special Contract without conflicting with ordinance and established practice, the said Special Contract shall prevail,

## **(Application for an Accommodation Contract)**

**Article 2.** The Guest who intends to apply to our Hotel for an Accommodation Contract will be required to provide our Hotel with the following particulars

(1) Name (S) of Guest (s) to be registered.

(2) Date (s) scheduled for overnight stay and estimated time of arrival,

(3) Accommodation charge (according, in principle, to the basic accommodation charges described in the attached Schedule 1).

(4) Other information considered necessary by our Hotel.

2. In the case that the Guest has requested, during his her stay, an extension of an overnight stay beyond the date described in the preceding Paragraph (2) above, our Hotel shall handle his / her request as a new application for an Accommodation Contract which has been made at the point in time when the said request has been made.

## **(Conclusion, etc. of the Accommodation Contract)**

**Article 3.** The Accommodation Contract shall be considered to have been concluded at the time when our Hotel has accepted the application described in the preceding Article, unless our Hotel has certified that our Hotel has not accepted the said application

2. When the Accommodation Contract has been concluded under the provision of the preceding Paragraph, the Application Money payable for the period scheduled for overnight stay as prescribed by our Hotel shall be paid by the date set by us, up to the maximum amount equal to the basic accommodation charge for 3 days in cases where the period scheduled for overnight stay exceeds 3 days.

3. The Application Money shall first be applied to the final payment of the Accommodation Charge payable, and when the circumstances requiring application of the provisions of Article 6 and Article 18 have arisen, to penalty and then to compensation money in this order, If there is any balance left it will be repaid at the time when the Accommodation Charge is paid as provided in Article 12.
4. In the case that the Application Money described in Paragraph 2 of this Article has not been paid by the date set by us as stipulated in the same Paragraph, the Accommodation Contract shall become invalid, but limited only to the case where our Hotel has notified the Guest to that effect at the time when prescribing the day due for payment of the Application Money.

#### **(Special Contract Requiring NonPayment of the Application Money)**

**Article 4.** Notwithstanding the provision of the preceding Article, Paragraph 2, there are cases where our Hotel accept a Special Contract which does not require payment of the Application Money specified in the said Paragraph after the conclusion of the Contract.

2. When accepting an application for an Accommodation Contract, in the case that our Hotel fails to request payment of the Application Money specified in the preceding Article, Paragraph 2, and / or in the case that it fails to prescribe the due date for payment of the said Application Money, the Special ,Contract described in the preceding Paragraph shall be considered to have been accepted.

#### **(Refusal of the Conclusion of the Accommodation Contract)**

**Article 5.** The following are cases where our Hotel will not accept the conclusion of the Accommodation Contract

- (1) When application for accommodation is not based on this Contract.
- (2) When there is no room available due to full occupancy.
- (3) When the Guest seeking accommodation is considered likely to behave in violation of the provisions of the ordinance, public order or good public morals.
- (4) When the Guest seeking accommodation is considered to be a designated organized crime group, etc. or an organized crime group member as prescribed by the "Act on Prevention of Unjust Acts by Organized Crime Group Members" (Act No. 77 of 1991), a person associated with such a group or member, or any other antisocial force.
- (5) When the Guests seeking accommodation are a part of a corporation where any

official or employee is considered to be a designated organized crime group, etc. or an organized crime group member as prescribed by the "Act on Prevention of Unjust Acts by Organized Crime Group Members" (Act No. 77 of 1991), a person associated with such a group or member, or any other antisocial force.

- (6) When the Guest seeking accommodation is clearly considered to be a patient with an infectious disease.
- (7) When the Guest seeking accommodation has behaved in such a manner that significantly causes trouble for other guests.
- (8) When the Guest seeking accommodation has made an unreasonable request through violence, intimidation, extortion or coercion or called for an unreasonable burden to or on our Hotel or its officials or employees, or is considered to have committed a similar act before.
- (9) When act of God, trouble with facilities, and other unavoidable causes prevent the Guest from staying at our Hotel.
- (10) When the Guest seeking accommodation brings in a pet other than assistance dogs for the disabled.
- (11) When the Guest seeking accommodation falls under any of the cases for refusal prescribed by the ordinance of the prefecture where our Hotel is located.

### **(The Guest's Right to Cancel the Contract)**

**Article 6.** The Guest may request our Hotel to cancel the Accommodation Contract.

2. In the case that the Guest has cancelled the Accommodation Contract in whole or in part due to causes attributable to him / her (which is the case when our Hotel has requested payment of the Application Money by prescribing the date due for such payment under the provision of Article 3, Paragraph 2, except in the case when the Guest has cancelled the Accommodation Contract prior to such payment) , payment of penalty shall be required as specified in the attached Schedule II, but in the case that our Hotel has accepted a Special Contract described in Article 4, Paragraph 1 this provision shall be applied only to the case where our Hotel has notified the Guest of his / her responsibility to pay a penalty for cancellation of the Contract when accepting the Special Contract.
3. In the case that the Guest does not arrive by 8 p.m. on the day of an overnight stay without informing our Hotel of a delay (or after the lapse of 2 hours past the scheduled time of arrival if indicated by the Guest beforehand) , the Accommodation

Contract concerned may be considered to have been cancelled by the Guest and will be handled accordingly.

### **(The Right of Our Hotel to Cancel the Contract)**

**Article 7.** The following are cases where our Hotel may cancel the Accommodation Contract

- (1) When the Guest is considered likely to behave in violation of the provisions of the ordinance, public order or good public morals, or he I she is considered to have behaved in such a manner.
- (2) When the Guest is considered to be a designated organized crime group, etc, or an organized crime group member as prescribed by the "Act on Prevention of Unjust Acts by Organized Crime Group Members" (Act No. 77 of 1991) , a person associated with such a group or member, or any other antisocial force.
- (3) When the Guests are a part of a corporation where any official or employee is considered to be a designated organized crime group, etc. or an organized\_ crime group member as prescribed by the "Act on Prevention of Unjust Acts by Organized Crime Group Members" (Act No. 77 of 1991) , a person associated with such a group or member, or any other antisocial force.
- (4) When the Guest is clearly considered to be a patient with an infectious disease.
- (5) When the Guest has behaved in such a manner that significantly causes trouble for other guests.
- (6) When the Guest has made an unreasonable request through violence, intimidation, extortion or coercion or called for art unreasonable burden to or on our Hotel or its officials or employees, or is considered to have committed a similar act before.'
- (7) When unavoidable causes, such as act of God, etc., prevent the Guest from staying at our Hotel.
- (8) When the Guest brings in a pet other than assistance dogs for the disabled,
- (9) When the Guest falls under any of the cases fox refusal prescribed by the ordinance of the prefecture where our Hotel is located.
- (10) When the Guest does not comply with the matters prohibited by our Hotel among the rules of use prescribed by our Hotel.
- (11) When the Guest smokes in bed or vandalizes fire protection facilities, or does not comply with the matters prohibited by our Hotel (limited only to those matters

necessary for fire prevention) among the rules of use prescribed by our Hotel.

2. In cases where our Hotel has cancelled the Accommodation Contract in accordance with the provision of the preceding Paragraph, charges for accommodation service, etc. which have not yet been offered to the Guest shall not be receivable.

### **(Registration of Accommodation)**

**Article 8.** The Guest will be required to register the following particulars at the front desk of our Hotel

- (1) Name, age, sex, address and occupation (place of contact) of the Guest,
  - (2) Nationality, passport number, place entered and date entered, in the case of a foreign guest,
  - (3) Scheduled date and time of departure.
  - (4) Other particulars considered necessary by our Hotel.
2. In the case that the Guest intends to pay the charges described in Article 12 by using such means in place of currency as accommodation coupons, credit card, etc., he / she will be required to show them at the time of registration described in the preceding Paragraph.

### **(Time Allowed for Use of the Guest room)**

**Article 9.** The time allowed for the Guest to use the guest room of our Hotel shall be from 15:00 till 10:00 of the following morning, except when the Guest stays for more than one night in succession, in which case the Guest may use the guest room all day except the day of arrival and the day of departure.

2. Notwithstanding the provision of the preceding Paragraph, there are cases where our Hotel may accept the use of the guest room in hours other than those specified in the preceding Paragraph, in which case an additional charge will be required as specified below.
  - (1) Up to 3 hours in excess of the prescribed hours ..... 1/3 of the room charge
  - (2) Up to 6 hours in excess of the prescribed hours ..... 1/2 of the room charge
  - (3) 6 hours or more in excess of the prescribed hours.. ..... Full amount equal to the room charge

### **(Compliance of the Rules of Use of the Hotel)**

**Article 10.** While staying in our Hotel, the Guest will be required to comply with the Rules of Use posted inside our Hotel as prescribed by us,

### **(Business hours)**

**Article 11.** The business hours of principal facilities in our Hotel shall be as follows. Details of the service hours of other facilities are explained in the pamphlet provided and other notification media.

- (1) Service Hours of Front Desk : 24 hours
- (2) Drinking and Eating (Facilities) Service Hours
  - (a) Breakfast . . . . .
  - (b) Lunch . . . . .
  - (c) Dinner . . . . .

2. The service hours described in the preceding Paragraph may be changed temporarily for unavoidable reasons, in which case the Guest will be notified by proper means.

(Payment of Charges)

**Article 12.** The breakdown of the accommodation charge, etc. payable by the Guest shall be as listed in the attached Schedule I.

- 2. Payment of the accommodation charges, etc. described in the preceding Paragraph shall be made in currency or by other alternative means acceptable by our Hotel, such as accommodation coupon, credit card, etc., at the front desk at the time when the Guest arrives at our Hotel or is charged by our Hotel.
- 3. In the case that the Guest has not stayed at our Hotel at his / her discretion even after we have offered the guest room to the Guest and made it available for him / her to use, the accommodation charge will still be charged.

(Responsibility of Our Hotel)

**Article 13.** In the case that we have inflicted damage on the Guest in the course of fulfilling the Accommodation Contract and related Contracts or in breach of these Contracts, we shall compensate for the said damage, unless the said damage has been caused due to a cause not attributable to us.

2. Our Hotel is covered by the Hotel liability insurance to cope with emergencies in the case of fire, etc.

**(Handling In Case the Guest Room Contracted Is Not Available)**

**Article 14.** Should the guest room contracted for the Guest under the Accommodation Contract become unavailable for him/her, our Hotel shall try to offer other accommodation facilities under the same conditions as the original Accommodation Contract as far as possible, subject to the consent of the Guest concerned.

2. Notwithstanding the provision of the preceding Paragraph, in cases where we are

unable to offer other accommodation facilities to the Guest, we shall pay to him / her a compensation charge equivalent to the penalty attached Schedule II . which will be applied to the amount of the compensable damage. However, in cases where there is no cause attributable to us for not being able to offer the guest room, we shall not pay the compensation charge.

**(Handling of Checked Articles, etc.)**

**Article 15.** When the articles, cash and / or valuables checked by the Guest at the front desk have been lost or damaged, our Hotel shall compensate for the damage, unless the loss or damage has been caused by force de majeure. However, in the case of cash and valuables, we shall do so only when the Guest has reported the kind and value of such cash and valuables at our request. Otherwise we shall compensate for the damage up to the maximum amount of 150,000 yen.

2. When the Guest has brought into our Hotel articles, cash and / or valuables but has not checked them at the front desk, we shall compensate for the loss or damage inflicted on them if caused intentionally or negligently on our part, except when the Guest has not clearly reported to us beforehand the kind and value of such items lost or damaged, in which case we shall compensate for the loss or damage up to the maximum amount of 100,000 yen unless we are intentionally or negligently 'responsible for such loss or damage.

**(Custody of the Baggage or Personal Belongings of the Guest)**

**Article 16.** When the baggage of the Guest has arrived at our Hotel prior to his / her arrival, our Hotel will keep it subject to our agreement given prior to its arrival, and will hand it to the Guest at the time when he / she checks in at the front desk.

2. In the case that the baggage or personal belongings of the Guest are found misplaced after he / she has checked out. our Hotel shall ask the owner of such items for his / her instructions when the owner has been identified. However, when there are no instructions from the owner or the owner has not been identified, our Hotel shall deliver them to a police station near our Hotel under the Lost Property Act.

3. The responsibility of our Hotel regarding the custody of the Guest's baggage or personal belongings in the case of the preceding two Paragraphs shall conform to the provision of the preceding Article, Paragraph 1, in the case of Paragraph 1 of this Article and to the provision of the preceding Article, Paragraph 2, in the case of the preceding Paragraph. 16. 2.

**(Responsibility for Parking)**

**Article 17.** When the Guest uses the parking area of our Hotel, our Hotel only lends the parking area and does not assume responsibility for care and custody of the vehicle parked, regardless of whether or not our Hotel has been asked to keep the key to the vehicle. However, our Hotel shall be liable for compensation if and when the vehicle parked is damaged intentionally or negligently on our side while keeping the parking area under our control,

**(Responsibility of the Guest)**

**Article 18.** In the case that our Hotel has suffered damage due to the intention or fault of the Guest, the Guest will be required to compensate to our Hotel for the said damage.

**(Disclaimer)**

**Article 19.** Guests shall take all responsibility when using the computer communication services of our Hotel. Our Hotel will not assume any responsibility for any damage suffered by the Guest from the interruption of service caused by a system failure or other similar problems while the Guest is using the computer communication services. If any act by the Guest in using the computer communication services that our Hotel deems inappropriate causes damage to us or a third party, the Guest will be required to compensate us or the third party for the damage.

**(Language)**

**Article 20.** The Japanese language version of this Contract shall be the original and the English language version shall be its translation. The English translation has been prepared solely to aid in the understanding of this Contract. so the Japanese language version shall prevail in all respects.

**(Jurisdiction and Governing Law)**

**Article 21.** The Guest and our Hotel agree that any and all disputes arising out of or in connection with the Accommodation Contract under this Contract shall be resolved by the summary court or district court having jurisdiction over the location of our Hotel, according to the amount at stake in the dispute, as a court with exclusive jurisdiction in the first instance,

2. This Contract shall be governed by and construed in accordance with the laws of Japan.

**Table 1**

Breakdown of Accommodation Charge (concerning Article 2-1 and 12-1)

Breakdown	
Total amount to be paid by a guest	
Accommodation charge	① Basic accommodation charge (Room charge or Room charge plus meal & beverage charge such as for breakfast) ② Service charge [① × 10%]
Additional charges	③ Beverage charge and other charges ④ Service charge [③ × 10%]
Tax	a. Consumption tax b. Accommodation tax (Tokyo, Osaka) c. Bath tax (Matsuyama)

**Table 2**

Penalty (concerning Article 6-2)

Date when Cancellation of Contract is Notified	Contracted Number of Guests	Group	
	Individual	15 to 99	100 and more
No Show	1 to 14	100%	100%
Accommodation Day	100%	80%	100%
1 Day Prior to Accommodation Day	80%	50%	80%
9 Days Prior to Accommodation Day	50%	10%	20%
20 Days Prior to Accommodation Day			10%

Note :

- (1) The percentage is the percentage of the Penalty against the Basic Accommodation Charge.
- (2) In the case that the number of days for accommodation has been reduced. Penalty for One Day (first day) shall be charged, regardless of the number of days reduced.
- (3) In the case that the Accommodation Contract has been cancelled for a part of the Group (consisting of 15 members or more) the Penalty charged shall be for the number of the Group members equal to 10% (a fraction to be evened up) of the total number of the Group members booked for accommodation as of 10 days prior to the first day of occupancy (or the day when the Accommodation Contract has been accepted in less than 10 days prior to the first day of occupancy).

# USE REGULATIONS

Our Hotel has the following Rules of Use under Article 10 of the Accommodation Contract in order to ensure that all guests can enjoy a safe, comfortable stay, so please follow these Rules of Use.

If you fail to follow these Rules of Use, we may unavoidably refuse your stay and use of our facilities. Please note that you will be required to compensate the Hotel for any damages that may arise consequently under Article 18 of the Accommodation Contract and we will not assume any responsibility for the damages.

## I. GUEST ROOMS

- (1) Please do not use fire such as cooking use for heating in a corridor and a guest room.
- (2) Please do not smoke in bed.
- (3) For emergency Exit please see instructions affixed to the inside of the guest room door. Please follow the instructions as directed by the hall staff, in case of an emergency.
- (4) Please do not use a guest room for purposes except lodging such as a business act / an office / a party without permission of an institution.
- (5) A hotel guest moves equipment in a guest room without permission of an institution and must not do remodeling of a guest room.
- (6) Please do not display anything on the window.

## II. GUEST ROOM KEY

- (1) Please make sure that the door of your room is locked when leaving the room.
- (2) When it is started, please leave a key with the front desk, (Remove an institution of a card key) In addition, please show a lodging card when I receive a key at the front desk.
- (3) Please use the door latch whenever you are in the room.
- (4) Please return the key or card key to your room to the front desk when you depart from our Hotel. If you lose it or cannot return it for other reasons, you will be required to compensate the Hotel for the actual loss.

### III. VISITORS TO THE GUEST ROOMS

- (1) Please do not guide a visitor in a guest room. We ask for a meeting of a visitor in a lobby.
- (2) Please confirm whether you can open without opening a door carelessly when there was a visitor all over the living-in-room with having been able to write a door chain (door guard) in a door scope. When I seem to be a suspicious individual by any chance, please contact front (dial : 102)

### IV. INSIDE THE FACILITY

- (1) Please do not bring the following thing into an institution.
  - a. Pets other than assistance dogs for the disabled,
  - b. Explosive and flammable items, such as gunpowder, gasoline, etc.
  - c. Articles with offensive odor.
  - d. Chemicals that may kill or injure people.
  - e. Any substances or articles whose possession is prohibited by the laws of Japan.
- (2) In our Hotel, please do not gamble, commit any act that may disturb public morals, safety or order, or behave in such a manner that causes trouble for other guests.
  - a. You will be refused your stay if you commit an act that disgusts or causes trouble for others, such as shouting, loud singing and noisy activities, gambling, or committing acts that go against the public order and decency within our Hotel and its rooms.
  - b. You will immediately be refused your stay if you are considered to have made an unreasonable request through violence, intimidation, extortion or coercion or committed any other similar act. You will also be refused your stay if you have committed a similar act before.
  - c. You will be refused your stay if you are considered to be a designated organized crime group, etc. or an organized crime group member as prescribed by the "Act on Prevention of Unjust Acts by Organized Crime Group Members," a person associated with such a group or member, or any other antisocial force. (If this fact is found after you make a reservation or

while you are staying at the Hotel, your stay will be refused at that point of time.)

d. You will be refused your stay if you commit any other act similar to the above acts.

- (3) Please do not do distribution of an advertisement / a trade rag, sale of an article, invitation among institutions.
- (4) Please do not leave personal effects in a corridor or a lobby.
- (5) Ordering meals and drinks from outside of the Facility is not permitted.
- (6) Please do not do comings and goings of a place except a guest room floor with a yukata, slippers. (Except Matsuyama)

## V. VALUABLES

- (1) Please place your cash, securities, jewelry or other valuables in the Safety Deposit Box at no charge at the Front Desk Cashier.
- (2) It is provided a safe so that a visitor has you use it freely by a guest room, but please leave cash, valuables with the front desk for accident prevention about high price product by all means because it is a simple thing.

## VI. CHECKED ARTICLES

In principle, we will keep your checked articles for three months from the date they are checked unless otherwise requested by you. After that, we will dispose of them at our discretion by deeming that you have no intention to pick them up.

## VII. LOST ARTICLES

We will handle all lost articles of guests in accordance with applicable laws and regulations.

## VIII. USE OF THE PARKING AREA

- (1) Please follow the guidance and instructions of car park attendants within the premises of our Hotel.
- (2) Please do not leave any valuables or other articles in your car parked in the parking area. We cannot be responsible for any loss, theft or other similar

incident. occurring while your car is parked.

#### IX. PAYMENT OF ACCOMMODATION CHARGE

- (1) You have to pay your accommodation charge and other charges at the front desk when you arrive at our Hotel or are charged by our Hotel,
- (2) If you are planning to stay with us more than one night, the payment should be made every five nights. However, Guests who stay less than 5 nights but whose bill exceeds 50,000 yen per person are requested to pay each time they receive the bill from the front desk. If you fail to meet our demand for payment you may be asked to vacate your room.
- (3) When it is changed the plan lodging days, please contact the front desk beforehand.
- (4) When it is extended the plan lodging days, please pay the hotel charges before extension.
- (5) .A receipt prepares by each room unit. In addition, a visitor please depend at the time of check-in when it is hoped for a division receipt.
- (6) If the person who is supposed to make your payment on behalf of you fails to do so by the due date, we will directly demand the payment from you.