

Terms and Conditions for Accommodation Contracts

Scope of Application

Article 1

1. The Accommodation Contract and related contracts entered into between the Hotel and the Guest shall be governed by the provisions of these Terms and Conditions. Matters not specified in these Terms and Conditions shall be governed by laws and regulations, or generally established customs (hereinafter referred to as "laws and regulations," including those based on laws).
2. In the event the Hotel enters into a special agreement within the scope not contrary to laws and customs, such special agreement shall take precedence over the provisions of the preceding paragraph.

Application for Accommodation Contract

Article 2

1. Individuals wishing to apply for an Accommodation Contract at the Hotel shall provide the following information:

- (1) Name of the Guest(s)
- (2) Date of Accommodation and expected time of arrival
- (3) Accommodation fee (based on Table 1 as a general rule)
- (4) Other information deemed necessary by the Hotel

2. If a Guest requests to extend their stay beyond the accommodation date specified in item 2 of the preceding paragraph during their stay, the Hotel will process it as a new application for an Accommodation Contract at the time the request is made.

Conclusion of Accommodation Contract, etc.

Article 3

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. When a Contract for Accommodation has been concluded in accordance with the provisions of the preceding paragraph, the Guest is requested to pay an accommodation deposit set by the Hotel within the limits of Basic Accommodation Charges covering the Guest's entire period of stay (3 days when the period of stay exceeds 3 days) by the date specified by the Hotel.
3. The deposit shall be first used for the Total Accommodation Charges 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 Charges as stated in Article 12.
4. If the application fee specified in paragraph 2 is not paid to the Hotel by the date specified in the same paragraph, the Accommodation Contract shall lose its effect. However, this provision applies only when the Hotel has notified the Guest of the payment deadline for the application fee.

Special Contracts Requiring No Accommodation Deposit

Article 4

1. Notwithstanding the provisions of the preceding article, the Hotel may agree to waive the payment of the reservation deposit after the contract is concluded.
2. In the event that the Hotel has not requested the payment of a deposit as stipulated in Paragraph 2 of the preceding Article and/or has not specified the date of the payment of the deposit at the time the application for an Accommodation Contract has been accepted, it shall be treated as if the Hotel has accepted a special contract as prescribed in the preceding paragraph.

Request for Cooperation in Infection Prevention Measures at the Facility

Article 4-2

1. The Hotel may request those intending to stay to cooperate with the provisions of Article 4-2, Paragraph 1 of the Ryokan Act (Law No. 138 of 1948) regarding infection prevention measures at the facility.

Refusal of Accommodation Contracts

Article 5

The Hotel may refuse to conclude an Accommodation Contract in the following cases. However, this provision does not imply that the Hotel may refuse accommodation in cases other than those listed in Article 5 of the Ryokan Act.

- (1) When the application for accommodation does not comply with these Terms and Conditions.
- (2) When there is no room availability due to full occupancy.
- (3) When the person intending to stay is deemed to engage in acts related to accommodation that violate legal provisions, public order, or good morals.
- (4) When a person intending to stay falls under the following categories:
 - I. Organized crime groups as defined in Article 2, Paragraph 2 of the Act on Prevention of Unjust Acts by Organized Crime Groups (Law No. 77 of 1991), known as "organized crime groups." Also, those defined in the same article, Paragraph 6, as "organized crime group members," as well as quasi-members or associates of organized crime groups or other antisocial forces.
 - II. When a corporation or other organization is controlled by a criminal organization or its members.
 - III. When among the officers of a corporation, there is a person who qualifies as a member of a criminal organization.
- (5) When the person intending to stay causes significant disturbance to other Guests.
- (6) When the person intending to stay is a patient or carrier of a designated infectious disease as defined in Article 4-2, Paragraph 1, Item 2 of the Ryokan Act.
- (7) When violent demands are made in relation to accommodation, or when demands beyond a reasonable range are imposed (excluding cases where the person intending to stay requests the removal of social barriers in accordance with Article 7, Paragraph 2, or Article 8, Paragraph 2 of the Act on Promotion of Resolution of Discrimination against Persons with Disabilities, citing disability as a reason).
- (8) When the person intending to stay repeatedly makes demands specified in Article 5-6 of the Enforcement Regulations of the Ryokan Act, causing an excessive burden that significantly hinders the provision of accommodation services to other Guests.
- (9) When accommodation cannot be provided due to natural disasters, facility malfunctions, or other unavoidable reasons.
- (10) When falling under the cases specified in Article 5 of the Shizuoka Prefecture Ryokan Act Enforcement Ordinance.

Explanation of Refusal to Enter into Accommodation Contract

Article 5-2

1. A person intending to stay may request an explanation from the Hotel if the Hotel declines to enter into an Accommodation Contract based on the preceding article.

Right to Cancel Accommodation Contracts by the Guest

Article 6

1. The Guest may request the termination of the Accommodation Contract by notifying the Hotel.
2. In cases where the Guest terminates the entire or partial Accommodation Contract due to reasons attributable to them (excluding cases where the Hotel has specified the payment deadline for the application fee according to the provisions of Article 3, Paragraph 2, and the Guest terminates the contract before such payment), the Hotel may charge a cancellation fee as stipulated in Appendix 2.

However, in cases where the Hotel has agreed to the special agreement under Article 4, Paragraph 1, the obligation to pay the cancellation fee when the Guest terminates the Accommodation Contract will be limited to cases where the Hotel has notified the Guest at the time of accepting the special agreement.
3. The Hotel may consider the Accommodation Contract to be terminated by the Guest if they do not arrive by 6:00 PM on the day of accommodation without prior notice (or two hours after the specified arrival time, if indicated in advance).

Right to Cancel Accommodation Contract by the Hotel

Article 7

1. The Hotel may terminate the Accommodation Contract in the following cases. However, this provision does not imply that the Hotel may refuse accommodation in cases other than those listed in Article 5 of the Hotel Business Law.
 - (1) When the Guest is likely to engage in acts related to accommodation that violate laws, public order, or good morals, or has been confirmed to have committed such acts.
 - (2) When the Guest falls under the following categories:
 - I. Members of organized crime groups, gang members, quasi-members or associates of organized crime groups, or other antisocial forces.
 - II. Corporations or other organizations where organized crime groups or gang members dominate business activities.
 - III. Corporations where officers include individuals who qualify as gang members.

- (3) When the Guest engages in behavior that causes significant disturbance to other Guests.
 - (4) When the Guest is identified as a carrier of specific infectious diseases.
 - (5) When violent demands or requests beyond a reasonable scope are made in relation to accommodation, or excessive burdens are imposed (except when the Guest requests the removal of social barriers under Article 7, Paragraph 2, or Article 8, Paragraph 2, of the Act on the Elimination of Discrimination against Persons with Disabilities).
 - (6) When the Guest repeatedly makes demands specified under Article 5-6 of the Enforcement Regulations of the Hotel Business Law, which, due to their implementation, would significantly hinder the provision of accommodation services to other Guests.
 - (7) When circumstances arising from force majeure prevent the Guest from being accommodated.
 - (8) When circumstances specified in Article 5 of the Ordinance for Enforcement of the Shizuoka Prefecture Hotel Business Law apply.
 - (9) When not adhering to the prohibited actions as specified by the Hotel, including smoking in bedrooms, tampering with firefighting equipment, and other rules established by the Hotel (limited to those necessary for fire prevention).
2. In the event the Hotel terminates the Accommodation Contract based on the preceding paragraph, charges for accommodation services not yet received by the Guest will not be invoiced.

Explanation of Accommodation Contract Termination

Article 7-2

1. The Guest may request an explanation from the Hotel if the Hotel has terminated the Accommodation Contract based on the preceding article.

Registration

Article 8

1. Guests are required to register the following information at the front desk of our Hotel on the day of their stay:
 - (1) Name, address, and contact details of the Guest
 - (2) For foreign nationals without an address in Japan, nationality and passport number
 - (3) Any other information deemed necessary by the Hotel
2. If a Guest intends to make payment for the charges specified in Article 12 through methods such as accommodation vouchers or credit cards, they must present them in advance during the registration mentioned in the preceding paragraph.

Occupancy Hours of Guest Rooms

Article 9

1. The time during which Guests may use the Hotel rooms is from 3:00 PM until noon the following day. However, in the case of consecutive stays, excluding the arrival and departure days, rooms may be used for the entire day.
2. The Hotel may, notwithstanding the provisions of the preceding paragraph, accommodate Guests beyond the specified hours based on the convenience of room availability. In such cases, the following additional charges will apply:
 - (1) Up to 6 hours: 50% of the room rate
 - (2) Over 6 hours: 100% of the room rate

Observance of Hotel Regulations

Article 10

1. The Guest shall observe the Rules and Regulations established by the Hotel, which are posted within the premises of the Hotel.

Business Hours

Article 11

1. The operating hours of the main facilities at our Hotel are as follows, and detailed operating hours for other facilities will be provided in brochures, various notices throughout the premises, and service directories in Guest rooms.
Butler and similar services: (1) Gate closing time/23:00 (2) Butler service/8:00 to 23:00
2. The times specified in the preceding paragraph may be temporarily altered if unavoidable circumstances arise. In such cases, appropriate notice will be given through suitable means.

Payment of Accommodation Charges

Article 12

1. The explanation of accommodation charges, etc. that the Guest shall pay is as listed in the attached Table No 1.
2. Payment of the accommodation fees and other charges mentioned in the preceding paragraph shall be made at the front desk, in currency or by any alternative method recognized by the Hotel, such as traveler's checks, accommodation vouchers, credit cards, etc., upon the Guest's departure or when requested by the Hotel.
3. Even if the Hotel provides the Guest with a room and it becomes available for use, accommodation fees will be charged in the event that the Guest voluntarily chooses not to stay.

Liabilities of the Hotel

Article 13

1. The Hotel shall compensate the Guest for any damages caused during the performance of the Accommodation Contract or related contracts, or due to their non-performance. However, this shall not apply if the damages are not attributable to the Hotel's fault.
2. The Hotel has subscribed to innkeeper's liability insurance to address contingencies such as fires.

Handling when Unable to Provide Contracted Rooms

Article 14

1. In the event that the Hotel is unable to provide the Guest with the contracted room, the Hotel shall, with the Guest's agreement, make efforts to arrange alternative accommodation under conditions as similar as possible.
2. When arrangement for other accommodation cannot 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 the reparations. However, when the Hotel cannot provide accommodation due to causes for which the Hotel is not liable or beyond its control, the Hotel shall not be liable to compensate the Guest.

Handling of deposited articles

Article 15

1. When damage such as loss or destruction occurs to items, cash, and valuables deposited by the Guest at the front desk, the Hotel shall compensate for the damage, except in cases of force majeure. However, in the case of cash and valuables, if the Hotel has requested disclosure of their type and value and the Guest fails to provide such information, the Hotel's liability for compensation is limited to 300,000 yen.
2. If loss or damage occurs to items, cash, and valuables brought into the Hotel by the Guest and not deposited at the front desk due to intentional or negligent acts by the Hotel, the Hotel shall compensate for the damage. However, for items for which the Guest has not pre-disclosed the type and value, the Hotel's liability for compensation is limited to 300,000 yen, except in cases where the Hotel has intentional or gross negligence.

Custody of Baggage and/or Belongings of the Guest

Article 16

1. If a Guest's baggage arrives at the Hotel before their check-in, the Hotel will responsibly store it only when the Hotel has been informed before its arrival, and will hand it over to the Guest at the front desk during the check-in process.
2. In the event that a Guest's baggage or belongings are left at the Hotel after the Guest has checked out, and the owner is identified, the Hotel will contact the owner and seek their instructions. However, if there are no instructions from the owner or the owner cannot be identified, the Hotel will store the items for seven days, including the date of discovery, and then deliver them to the nearest police station.
3. The Hotel's responsibility for the storage of the Guest's baggage or belongings in the situations described in the preceding two paragraphs shall follow the provisions of Article 15, Paragraph 1, in the case of the first paragraph, and the provisions of the same Article 15, Paragraph 2, in the case of the second paragraph.

Liability in Regard to Parking

Article 17

1. When a Guest uses the Hotel's parking lot, regardless of whether the vehicle's key is deposited, the Hotel only lends the space and does not assume responsibility for the management of the vehicle. However, if the Hotel causes damage due to intentional or negligent management of the parking lot, it shall be held liable for compensation.

Liability of the Guest

Article 18

1. If the Hotel suffers damage due to the intentional or negligent acts of the Guest, the Guest shall compensate the Hotel for such damages.

ATTACHED TABLE OF CHARGES 1

TABLE OF CHARGES FOR LODGING AND MISCELLANEOUS EXPENSES [Regarding Item 1 of Article 2 and Item 1 of Article 12]

Total Amount to be paid by a Registered Guest	Accommodation charges	1) Basic Accommodation Charges (Room Charge or Room Charge +Dinner- Breakfast Charge)
		2) Service Charge [1)×10%]
	Additional charges	3) Additional Charges (excluding meals included in the Basic Accommodation Charges) and other relevant charges.
		4) Service Charge [3)×10%]
	Tax	5) Consumption Tax
		6) Bathing tax

ATTACHED TABLE OF CHARGES 2 Cancellation Charge for Hotels (Ref. Paragraph 2 of Article 6)

		No Show	Accommodation	1 Day Prior to Accommodation Day	2 Day Prior to Accommodation Day	7 Day Prior to Accommodation Day
Individuals	Nine below	100%	100%	50%	50%	0%
Group	10 or more people	100%	100%	70%	70%	50%

Remarks:

1. The percentage signifies the rate of cancellation charge to the Basic Accommodation Charges.
2. When the number of days contracted is shortened, a cancellation for the first day shall be paid by the Guest regardless of the number of days shortened.
3. When part of a group booking (for 10 persons or more) is cancelled, the cancellation charge shall not be charged for the number of persons equivalent to 10% of the number of persons booked as of 10 days prior to the occupancy(When accepted less than 8 days prior to the occupancy, as of the date) with fractions counted as a whole number.