

(Scope of Application)

Article 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 for 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, notwithstanding the preceding Paragraph, the special contract shall take precedence over the provisions of these Terms and Conditions.

(Application for Accommodation Contracts)

Article 2.

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 (based, in principle, on the Basic Accommodation Charges listed in the Attached Table No.1.); and
- (4) Other particulars deemed necessary by the Hotel / Ryokan.

2. In case when the Guest requests, during his stay, extension of the accommodation 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.

(Conclusion of Accommodation Contracts, etc.)

Article 3.

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 fixed 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, then secondly for the cancellation charges under Article 6 and thirdly for the reparations under Article 18 as applicable, and the remainder, if any, shall be refunded at the time of the payment of the Accommodation Charges as stated in Article 12.

4. When the Guest has failed 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 Guest is thus informed by the Hotel when the period of payment of the deposit is specified.

(Special Contracts Requiring No Accommodation Deposit)

Article 4.

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 the payment of the 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 that the Hotel has accepted a special contract proscribed in the preceding 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 that the Hotel has accepted a special contract proscribed in the preceding Paragraph.

(Demand for cooperation to prevent the spread of infectious disease at the Hotel)

Article 4.2

In accordance with the regulations Accommodation Industry Law 138 of 1943 Article 4 No. 2 Clause 1, the Hotel may demand cooperation.

(Refusal of Accommodation Contracts)

Article 5.

The Hotel may not accept the conclusion of Accommodation Contract under any of the following cases listed. (However, this clause does not mean that the Hotel may not refuse accommodation for reasons other than those stated in Article 5 of the Accommodation Laws.)

- (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 no room is available.
- (3) When the Guest seeking accommodation is deemed liable to carry out acts in the Hotel that go against legal provisions, public order or common customs such as, but not limited to, physical violence, threats, blackmail, extortion, defamation of character, destruction of property, obstructing business by force, scams, non-consensual lewd behavior, public lewd behavior, misdemeanors or et cetera.
- (4) When the Guest seeking accommodation is deemed to fall into one of the categories listed below in items A, B, and C.

A. Is deemed to be a gangster proscribed in No.6, Article 2 of the law about the prevention of unreasonable acts by gangsters (Article 77 of the law 1999), or deemed to be a person connected to a company or an association connected with gangs proscribed in No.2, Article 2 of that law.

B. Is deemed to be a part of a corporation or other group carrying out business for a gangster or a gang.

C. Is part of a company one of whose officials is deemed to be a gangster.

(5) When the Guest seeking accommodation causes other guests to feel danger or unease because of acts such as fighting or causes remarkable trouble by speech and behavior.

(6) When the Guest seeking accommodation is a person suffering from a specific communicable disease as per the regulation found in Article 4, Part 2, Section 1, No. 2 of the Accommodation Law (Hereafter referred to as a patient suffering from a specific communicable disease).

(7) When the Guest seeking accommodation makes violent demands of the Hotel or when the Guest's demands place a burden beyond the scope of rationality. This does not include cases when the Guest seeking accommodation makes demands by reason of a handicap stipulated in the Number 65 Laws of 2013, Article 7 Section 2 or Article 8 Section 2 (Hereafter, Law on Prevention of Discrimination Against Handicapped People) to eliminate social barriers.

(8) When the Guest seeking accommodation repeatedly makes demands that carried out would place an undue burden on the Hotel or that would interfere with providing accommodation service to other Guests as defined in the Accommodation Laws under Accommodation Rules Article 5 Part 6. Among these would be demands about matters that are not easily carried out or demands made using rough, violent, humiliating, persistent, restrictive or discriminatory words or actions or that would place a mental or physical burden on other staff members.

(Specific examples of these demands are found in Attached Table 3.)

(9) When the Hotel is unable to provide accommodation due to natural calamities, disfunction of the facilities and/or other unavoidable causes.

(10) When one of the following provisions stipulated in paragraph 7 of Mie Prefectural Accomodation Ordinance is applicable:

A. When it is deemed the Guest appears likely to caused trouble to other Guests.

B. When the Guest seeking accomodation is deemed clearly unable to pay

(11) When the Guest seeking accomodationis deemed to have committed one of the applicable acts at the Hotel in the past.

(Explanation of Refusal of Accomodation Contracts)

Article 5.2

When the Hotel refuses an accomodation contract based on the preceeding article, the Guest seeking accomodation may request an explanation.

(Right to Cancel Accommodation Contracts by the Guest)

Article 6.

The Guest is entitled to cancel the Accommodation Contract by so notifying the Hotel.

2. In the case when the Guest has canceled 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 the payment of the deposit during the specified period as prescribed in Paragraph 2 of Article of 3 and the Guest has canceled before the payment), the Guest shall pay cancellation charges as listed in the Attached Table No.2. However, in the case when a special contract as pre scribed in Paragraph 1 of Article 4 has been concluded, the same shall apply only when the Guest is informed of the obligation of the payment of the cancellation charges in case of cancellation by the Guest.

3. In the case when the Guest does not appear by 8:00 p.m. of the accommodation date (2 hours after the expected time of arrival if the Hotel is notified of it) without an advance notice, the Hotel may regard the Accommodation Contract as being cancelled by the Guest.

(Right to Cancel Accommodation Contracts by the Hotel)

Article 7.

The Hotel may cancel the Accommodation Contract under any of the following cases:

(1) When the Guest is deemed liable to carry out acts in the Hotel that go against legal provisions, public order or common customs such as but not limited to physical violence, threats, blackmail, extortion, defamation of character, destruction of property, obstructing business by force, scams, non-consensual lewd behavior, public lewd behavior, misdemeanors or et cetera, or when it is deemed that the person seeking accomodation carried out those acts in the past.

(2) When the Guest is deemed to fall into one of the categories listed below in items A, B, and C.

A. A gang, gang member, a member of a sub group of gang or any other anti-social group.

B. A part of a corporation or other group carrying out business for a gangster or a gang.

C. Is part of a company one of whose officials is deemed to be a gangster.

(3) When the Guest causes other guests to feel danger or unease because of acts such as fighting or causes remarkable trouble by speech and behavior.

(4) When the Guest is a patient infected with one of the specified infectious diseases.

(5) When the Guest makes violent demands of the Hotel or when the Guest's demands place a burden beyond the scope of rationality. (This does not include cases when the person seeking accomodation makes demands by reason of a handicap stipulated in Article 7 Section 2 or Article 8 Section 2 of the laws to eliminate social barriers).

(6) When the Guest repeatedly makes demands that carried out would place an undo burden on the Hotel or that would interfere with providing accomodation service to other Guests as defined in the Accomodation Laws under Accodation Rules Article 5 Part 6. Among these would be demands about matters that are not easily carried out or demands made using rough, violent, humiliating, persistent, restrictive or discrimanatory words or actions or that would place a mental or physical burden on other staff members. (Specific examples of these demands are found in Attached Table 3.)

(7) When the Hotel is unable to provide accommodation due to natural calamities and/or other causes of force majeure.

(8) When one of the following provisions stipulated in paragraph 7 of Mie Prefectural Accomodation Ordinance is applicable:

A. When it is deemed the Guest appears likely to cause trouble to other Guests.

B. When the Guest is deemed clearly unable to pay.

(9) When the Guest does not observe prohibited actions such as smoking in bed, mischief to fire-fighting facilities and other prohibitions of the Use Regulation stipulated by the Hotel (restricted to particulars deemed necessary in order to avoid the causing of fires).

(10) When the guest is deemed to have committed one of the applicable acts in Article 5 or this Articles at the Hotel in the past.

2. In the case when the Hotel has cancelled the Accommodation Contract in accordance with the preceding Paragraph, the Hotel shall not be entitled to charge the Guest for any of the services in the future during the contractual period which he has not received.

(Explanation of Cancelation of Accomodation Contracts)

Article 7.2

When the Hotel cancels an accomodation contract based on the preceeding article, the person seeking accomodation may request an explanation.

(Registration)

Article 8.

The Guest shall register the following particulars at the front desk of the Hotel on the day of accommodation:

(1) Name, address and contact information of the Guest

(2) When a foreign Guest does not have an address in Japan, their passport number and nationality

(3) Other particulars deemed necessary by the Hotel.

2. In the case when the Guest intends to pay his Accommodation Charges prescribed in Article 12 by any means other than Japanese currency, such as traveler's cheques, coupons or credit cards, these credentials shall be shown in advance at the time of the registration prescribed in the preceding Paragraph.

(Occupancy Hours of Guest Room)

Article 9.

The Guest is entitled to occupy the contracted guest room of the Hotel from 2:00 p.m. to 11:00 a.m. the next morning. However, in the case when the Guest is accommodated continuously, the Guest may occupy it all day long, except for the day of arrival and departure.

2. The Hotel may, notwithstanding the provisions prescribed in the preceding Paragraph, permit the Guest to occupy the room beyond the time prescribed in the same Paragraph. In this case, extra charges shall be paid as follows:

• Per hour per room ¥2,000+tax ~

(Observance of Use Regulations)

Article 10.

The Guest shall observe the Use Regulation established by the Hotel, which are posted within the premises of the Hotel.

(Business Hours)

Article 11.

The business hours of the main facilities, etc. shall be notified in detail by brochures as provided, notices displayed in each place, service directories in guest rooms and others.

(Payment of Accommodation Charges)

Article 12.

The breakdown and method of calculation of the Accommodation Charges, etc. that the Guest shall pay is as listed in the Attached Table No.1.

2. Accommodation Charges, etc. as stated in the preceding Paragraph shall be paid with Japanese currency or by any means other than Japanese currency such as traveler's cheques, coupons or credit cards recognized by the Hotel at the front desk at the time of the departure of the Guest or upon request by the Hotel.

3. Accommodation Charges shall be paid even if the Guest voluntarily does not utilize the accommodation facilities provided for him by the Hotel and are at his disposal.

(Liabilities of the Hotel)

Article 13.

The Hotel shall compensate the Guest for the 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 case where such damage has been caused due to reasons for which the Hotel is not liable.

2. Even though the Hotel has received the "PASS MARK" (Certificate of excellence of Fire Prevention Standard issued by the fire station), furthermore the Hotel is covered by the Hotel Liability Insurance in order to deal with unexpected fire and/or other disasters.

(Handing When unable to provide Contracted Rooms)

Article 14.

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 not 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 can not provide accommodation due to causes for which the Hotel is not liable, the Hotel shall not compensate the Guest.

(Handing of Deposited Articles)

Article 15.

The Hotel shall compensate the Guest for the damages when loss, breakage or other damage is caused to the goods, cash or valuables deposited at the front desk by the Guest, except in the case when this occurred due to causes of force majeure. However, for cash and valuables, when the Hotel has requested the Guest to report its kind and value but the Guest has failed to do so, the Hotel shall compensate the Guest within the limits of 150,000 yen.

2. The Hotel shall compensate the Guest for the damage when loss, breakage or other damage is caused, through intention or negligence on the part of the Hotel, to the goods, cash or valuables which are brought into the premises of the Hotel by the Guest but are not deposited at the front desk. However, for articles of which the kind and value has not been reported in advance by the Guest, the Hotel shall compensate the Guest within the limits of 150,000 yen, except in case where loss or damage was caused intentionally or by gross negligence on the part of the Hotel.

(Custody of Baggage and/or Belongings of the Guest)

Article 16.

When the baggage of the Guest is brought into the Hotel before his arrival, the Hotel shall be liable to keep it only in the case when such a request has been accepted by the Hotel.

The baggage shall be handed over to the Guest at the front desk at the time of his check-in.

2. When the baggage or belongings of the Guest is found left after his check-out, and the ownership of the article is confirmed, the Hotel shall inform the owner of the article left and ask for further instructions. When no instruction is given to the Hotel by the owner or when the ownership is not confirmed, the Hotel shall keep the article for 7 days including the day it is found, and after this period, the Hotel shall turn it over to the nearest police station.

3. The Hotel liability in regard to the custody of the Guest's baggage and belongings in the case of the preceding two Paragraphs shall be assumed in accordance with the provisions of Paragraph 1 of the Pre ceding Article in the case of Paragraph 1, and with the provisions, of Paragraph 2 of the same Article in the case of Paragraph 2.

(Liability in regard to Parking)

Article 17.

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 the damage caused through intention or negligence on the part of the Hotel in regard to the management of the parking lot.

(Liability of the Guest)

Article 18.

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

2. Should a guest smoke in a non-smoking area, the guest will compensate the hotel for the amount of the damages caused.

Attached Table No.1

Calculation method for Accommodation Charges, etc. (Ref. Paragraph1 of Article 2, Paragraph 2 of Article 3 and Paragraph 1 of Article 12).

Total Amount to Be Paid by the Guest	Contents	
	Accommodation Charges	①Basic Accommodation Charges (Room Charge or Meal Charge)
	Extra Charges	②Meals & Drinks ③Fee for the use of the facilities by infants of 3 years and over who needs no bedding. *1 ④Other Charges
Tax	Consumption Tax Bath Tax *2	

Remarks: When the Tax Law is revised, the revised law will be applicable.

*1 A fee of ¥2,000+Tax will be charged for the use of the facilities by an infant of 3 years and over who needs no bedding.

*2 Bath Tax ¥150 will be charged per 1 night with the City Tax Law.

(Bath Tax will not be charged on children under 12 years.)

Attached Table No.2

Cancellation Charge for Hotels (Ref. Paragraph 2 of Article 6)

■ Weekdays

Date when Cancellation of Contract is Notified		Contracted Number of Guests	No Show	Accommodation Day	1 Day Prior to Accommodation Day	3 Day Prior to Accommodation Day	5 Day Prior to Accommodation Day	7 Day Prior to Accommodation Day
			Individual	1 to 14	100%	100%	80%	50%
Group	15 and more	100%	100%	80%	80%	50%	50%	

Date when Cancellation of Contract is Notified		Contracted Number of Guests	14 Day Prior to Accommodation Day	30 Day Prior to Accommodation Day
			Individual	1 to 14
Group	15 and more	30%	10%	

Notes:

1. This percentage is based on the ratio of the Standard Accommodation Fee and the damages.
2. If the number of contracted days is shortened, the damage payment received will be at least one days worth, regardless of the shortened contract.
3. In the case of a group (15 or more Guests) and one part of the group cancels the contract tens days prior to arrival (If the contract is concluded after that day, this comes into effect on the day the contract is concluded), a penalty will not be charged

for 10% of the Guests. (The total shall be rounded up if it is an odd number.)

Attached Table No. 3: Concrete examples of specified demands.

- A Guest who intends to stay at the Hotel who repeatedly demands from a person engaged in accommodation service things such as improper discount, improper compensation money, an improper room upgrade, an improper late check out, an improper early check in or demands comparatively much better service than other Guests.

- A Guest who intends to stay at the Hotel who repeatedly demands from a person engaged in accommodation service that no one be accommodated in rooms to that Guest's right or left or above or below them.

- A Guest who intends to stay at the Hotel who repeatedly demands from a person engaged in accommodation service that only specified staff serve them or that specified staff do not serve them.

- A Guest who intends to stay at the Hotel who repeatedly demands from a person engaged in accommodation service socially inappropriate methods of apology such as kneeling on the ground.

- Extreme drunkenness which seems liable to cause trouble to other guests or a guest who intends to stay at the Hotel who repeatedly demands from a person engaged in accommodation service a long period of care.

- A Guest who intends to stay at the Hotel who repeatedly makes improper demands from a person engaged in accommodation service face to face, by phone, email or etc. or while scolding the staff over a long period.

- A Guest who intends to stay at the Hotel who repeatedly makes demands from a person engaged in accommodation service based on perceived defects or lapses in the service provided by the Hotel notwithstanding that those are not recognized or makes demands that are not based on the service provided by the Hotel.

- A Guest who intends to stay at the Hotel who repeatedly makes demands of a person engaged in accommodation service in the ways listed below with unsuitable words and actions.

- * Physical attacks (violence, injury)
- * Emotional attacks (threats, slander, defamation, insults, violent words)
- * Demands for a kneeling apology
- * Continuous (repeated) relentless (persistent) words and actions
- * Restrictive actions (remaining somewhere, refusing to leave, confinement)
- * Discriminatory words and actions
- * Sexual words and actions
- * Personal attacks demands to members of the staff (said demands being inappropriate when under the test of validity)
- * Demands for exchange of goods
- * Demands for monetary compensation
- * Demands for apologies (besides kneeling apologies)