

Accommodation Clause

2019/11/1

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)

A Guest who intends to make an application for an Accommodation Contract with the Hotel shall notify the Hotel of the following particulars:

- a) Name of the Guest(s);
- b) Date of accommodation and estimated time of arrival;
- c) Accommodation charges (based in principle on the Basic Accommodation Charges listed in the Attached Table No. 1);
- d) Other particulars deemed necessary by the Hotel;

Article 3. (Registration of Use)

1. The Guest shall register the following particulars with the Front Desk of the Hotel on the day of accommodation:
 - a) Name, age, sex, address, phone number and occupation of the Guest(s);
 - b) Nationality, passport number, port and date of entry to Japan ;
 - c) Other particulars deemed necessary by the Hotel;
2. In the case where the Guest intends to pay his/her accommodation charges prescribed in Article 11 by any means other than Japanese currency, such as a 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.
3. The hotel will decline accommodation to minors under the age of 18 without permission from a parent or guardian.
 - a) All minors must have consent from their parent or guardian when staying at the hotel.
 - b) Guests who are in elementary school or junior high school will be accommodated only when they are accompanied by a responsible adult and submit written consent from their parents.
4. Personal information stipulated by laws or for the registration will be used for accommodation business purpose only and will not be used under any circumstances. In addition, reservations may be confirmed from via telephone, postal mail, fax, e-mail etc. Also, the Hotel will not provide any personal information to third party unless there is a justifiable reason.

Article 4. (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. When a Contract for Accommodation has been concluded in accordance with the provisions of the preceding Paragraph, the Guest is requested to pay, prior to their accommodation, an accommodation deposit set by the Hotel within the limits of Basic Accommodation Charges covering the Guest's entire period of stay. The accommodation deposit should be paid no later than the date stipulated by the Hotel at the time the Contract for Accommodation was concluded.
3. The deposit shall be first used for the Total Accommodation Charge to be paid by the Guest, secondly for cancellation charges under Article 7 and thirdly for reparations under Article 16 as applicable. The remainder, if any, shall be refunded at the time of payment for accommodation as stated in Article 11.
4. If the Guest falls 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.
5. Even when the hotel had proposed a room on a wrong rate online or by telephone and the proposal is once confirmed, if the rate is extremely cheaper than before and after the date, the contract is invalid as a "mistake" based on Civil Code, except when the contract has a proper reason of the extremely cheap rate such as "limited discount" or "special discount." If the contract is invalid with above reasons, the hotel will notify the customer immediately.

Article 5.(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 6.(Refusal of Accommodation Contracts)

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

- a)When the application for accommodation does not conform with the provisions of these Terms and Conditions;
- b)When the Hotel is fully booked and there is no vacancy;
- c)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
- d)When any of (i) to (iii) are deemed to apply to the Guest seeking accommodation:
 - i)The person requesting Hotel accommodation is a member of an organized crime group, under Article 2-6 of the Law on Preventing Unreasonable Conduct by Organized Crime Groups (Code 77 issued in 1991), or a related party, under Article 2-2 of said law;
 - ii)The person requesting Hotel accommodation is a member of an organized crime group or an organization that supports organized crime groups.
 - iii)The company requesting Hotel accommodation consists of one or more officers who are members of an

organized crime group.

- e) When the person requesting Hotel accommodation is obviously intoxicated and could cause annoyance to other guests or when the person is behaving in such a manner as to be an annoyance to other guests.
- f) When the Guest seeking accommodation can be clearly identified as carrying an infectious disease;
- g) When the Hotel and/or hotel staff are violently threatened or unreasonably burdened by the Guest;
- h) When the Hotel is unable to provide accommodation due to natural calamities, malfunction of facilities and/or other unavoidable causes.
- i) When there is an applicable law or regulation that decided by the prefecture in which the Hotel is located.
- j) When the Hotel receives threatening demands or is requested to assume an unreasonable burden in regard to the accommodation.
- k) When the Guest has a record of receiving application of Article 8 in the past.
- l) When the Hotel is deemed to have reasonable reasons not to conclude an accommodation contract.

Article 7. (Right of the Guest to Cancel Accommodation Contract s)

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 4 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 5 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. In the case that the Guest does not arrive by 12 a.m. (unless that ETA is clearly mentioned) without informing the Hotel of a delay, the Accommodation Contract concerned may be considered to have been canceled by the Guest and will be handled accordingly.

Article 8. (Right of the Hotel to Cancel Accommodation Contract)

1. The Hotel may cancel the Accommodation Contract under any of the following circumstances:
 - a) 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.
 - b) When any of the (i) to (iii) are deemed to apply to the Guest:
 - (i) The Guest is a member of an organized crime group, under Article 2-6 of the Law on Preventing Unreasonable Conduct by Organized Crime Groups, or a related party, under Article 2-2 of said law;
 - (ii) The Guest is a member of an organized crime group or an organization that supports organized crime groups.
 - (iii) The company or group which requested Hotel accommodation consists of one or more officers who are members of an organized crime group.
 - c) When the person requesting Hotel accommodation is obviously intoxicated and could cause annoyance to other guests or when a person is behaving in such a manner as to be an annoyance to other guests.
 - d) When the Guest can be clearly identified as carrying an infectious disease;
 - e) 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.
 - f) When the Hotel is unable to provide accommodation due to natural calamities and/or other causes of force majeure

- g)When the cancellation was made in accordance with a municipal bylaw.
 - h)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).
 - i)When the Guest conduct the smoking at prohibited place, the nuisance for fire facilities and the deed attacking to Fire Prevention disable.
 - j)When the Guest brings or intends to bring any of (i) through (vi):
 - (i)Guns without a license and proper documentation
 - (ii)Firearms or Swords without a license and proper documentation
 - (iii)Malodorous goods
 - (iv)Excessive amounts of goods
 - (v)Explosive or flammable goods
 - (vi)Animals, insect, etc. (Please contact the Hotel if you will bring an assistance dog)
 - k)When the Guest brings property of the Hotel outside or intends to move Hotel property out of the Hotel.
 - l)When the Guest intends to make changes to the hotel or its facilities.
 - m)When the Guest does not follow any prohibitions stipulated by the Hotel.
 - n)When the Guest in accommodation behaves extremely disrespectful and rude against the employees, janitors, manager etc.
 - o)When the Guests is deemed to be extremely troublesome to employees due to overdrinking etc.
 - p)When the Hotel receives threatening demands or is requested to assume an unreasonable burden in regard to the accommodation.
 - q)When the Guest has a record of receiving application of Article 8 in the past.
2. 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 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 10:00 a.m. 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. In this case, extra charges shall apply as follows:
 - a)Less than 2 hours: 2000yen
 - b) If the guest continued staying after check out for over 2 hours, the hotel charges the guest for the additional fee stated on article (1), plus 1night room fee of the check-out date.
3. After check-out, if the Guest stays in the Hotel' s facilities such as the lobby for a length of time similar to that of an accommodation, the hotel may request payment.

Article 10. (Observance of Hotel Regulations)

1. 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. The explanation of 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 checks, 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.

Article 12. (Liabilities of the Hotel)

The Hotel shall compensate the Guest for damage if the Hotel has caused such damage to the Guest defined in or as a result of 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.

Article 13. (Measures Taken 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 deposits and etc.)

1. When loss or damage occurred with goods, cash and valuables the guest had left at the front desk, the hotel will compensate unless the loss or damage is force majeure. However, regarding cash and valuables, above statement is only verified when the guest had clarified the type and value of the items when leaving items. If the guest had not done that, the hotel will compensate for the damage up to 150,000 yen.
2. When loss or damage occurred with goods, cash and valuables the guest had brought into our hotel, the hotel will compensate if the loss or the damage was occurred by our intention or fault. However, if the guest had not clarified the type and value in prior to their accommodation the hotel only compensates for the damage up to 150,000 yen.

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

1. Only in the facilities with residing employees, if the baggage/packages of the guest arrived at the hotel prior to the accommodation date, it will be stored responsibly only when with the agreement, and the hotel will hand over it when the guest check in at the reception. In the facilities without residing employees, the hotel will not be responsible for the guest's baggage/package arrived at the hotel prior to accommodation, even if it was stored with agreement.
2. When the baggage or belongings of the Guest is found left after 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 3 months including the day it is found. However, foods, cigarettes, magazines, and articles judged by the hotel to be difficult to take care of will be disposed of immediately.
3. When the hotel returns items left by the guest by mail, the hotel charges the guest for the shipping fee. In addition to the shipping fee, if it is in the facilities without a residing staff, the hotel may charge the guest for

commissions.

Article 16. (Liability in Regard to Parking)

1. 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 with regard 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.

Article 18. (Use of computer and Internet)

1. We will basically clean the room as a rule only after checking out. We do not provide cleaning the room and fulfill any amenities even in case that the Guest keeps staying in the same room. However, the Hotel follows laws and state regulations and their instructions, and we will clean the room and change linens without the Guest's permission only in case we recognize that it is necessary to do because of keeping the quality and sanitary reasons (per around three nights).

2. The Guest follows conditions of the accommodation when we sell a room as a plan without housekeeping service if the Guest agrees with it and contracts for the accommodation concluded.

Article 19. (Rules of cleaning the rooms)

1. We will basically clean the room as a rule only after checking out. We do not provide cleaning the room and fulfill any amenities even in case that the Guest keeps staying in the same room. However, the Hotel follows laws and state regulations and their instructions, and we will clean the room and change linens without the Guest's permission only in case we recognize that it is necessary to do because of keeping the quality and sanitary reasons (per around three nights).

2. The Guest follows conditions of the accommodation when we sell a room as a plan without housekeeping service if the Guest agrees with it and contracts for the accommodation concluded.

Article 20. (Change of this Agreement)

When the Hotel requires rules that differ to those stipulated in this agreement, it may change the content of the agreement.

Article 21. (Governing Language and Governing Law)

This agreement is provided in both Japanese and other languages. In case of a discrepancy between the Japanese and the other languages, the Japanese version will take precedence. In addition, this agreement will be based on the Japanese law, and in the event of a dispute arising from this Agreement, the Kumamoto District Court shall be the exclusive jurisdiction court of the first instance.

Attached Table No. 1: Calculation Method for Accommodation Charges

(Ref. Paragraph 1 of Article 2, Paragraph 1 of Article 11)

		Contents
Total amount to be paid by the Guest	Accommodation Charge	Basic Accommodation Charge (Room charge including breakfast)
	Extra Charges	Early check in or late check in Early check out
	Taxes	Consumption Tax

Notes:

1. The basic accommodation charge is subject to change in accordance with prices specified on the sites on which guest rooms are listed.
2. Guests who are an elementary school student or older will be applied the same fee as an adult.

Attached Table No. 2: Cancellation Charge for Hotel

(Ref. Paragraph 3 of Article 4, Paragraph 2,3 of Article 7, Paragraph 2 of Article 8, Paragraph 2 of Article 13)

		Days of notice for cancellation before accommodation day						
		No Show	Same day	1day	3days	7days	10days	14days
General	under10	100%	80%	50%	20%	-	-	-
Group	10 to 14	100%	80%	50%	50%	20%	20%	-
	15 to 19	100%	80%	50%	50%	20%	20%	-
	From 20	100%	80%	50%	50%	20%	20%	20%

Notes:

1. If the cancel policy is defined by the OTA used by the Guest, the cancel policy shown on OTA' s website will take precedent.
2. Percentages are the portion of the Basic Accommodation Charge which will be paid as the cancellation fees.