

ACCOMMODATION

[Scope of Application]

- Article 1.1 Contracts for Accommodation and related agreements to be entered into between this Ryokan / Hotel and the Guest to be accommodated shall be subject to these Terms and Conditions. Any and all particulars not provided for herein shall be governed by laws and regulations and / or generally accepted practices.
- 2 In the case when the Ryokan / 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 2.1 A Guest who intends to make an application for an Accommodation Contract with the Ryokan / Hotel shall notify the Ryokan / 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 necessarily by the Ryokan / Hotel.
- 2 In the 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 3.1 A Contract for Accommodation shall be deemed to have been concluded when the Ryokan / Hotel has duly accepted the application as stipulated in the preceding Article. However, the same shall not apply when it has been proved that the Ryokan / 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 Ryokan / Hotel a basic room charge at the staying period by the day that the hotel specifies.
- 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 if 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 Ryokan / Hotel shall treat the Accommodation Contract as invalid. However, the same shall apply only in the case when the Guest is thus informed by the Ryokan / Hotel when the period of payment of the deposit is specified.

[Special Contracts Requiring No Accommodation Deposit]

- Article 4.1 Notwithstanding the provisions of Paragraph 2 of the preceding Article, the Ryokan / 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 Ryokan / 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 construed as that the Ryokan / Hotel has accepted a special contract prescribed in the preceding Paragraph.

[Right to Cancel Accommodation Contracts by the Guest]

- Article 5.1 The Guest is entitled to cancel the Accommodation Contract by so notifying the Ryokan / Hotel.
- 2 In the case when 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 Ryokan / Hotel has requested the payment of the deposit during the specified period as prescribed in Paragraph 2 of Article 3 and the Guest has cancelled 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 prescribed in Paragraph 1 of Article 4 has been concluded, the same shall apply only if notified of the obligation of the payment of the cancellation charges in case of cancellation by the Guest.
- 3 If a guest does not arrive by 5:00 PM on the day of their stay without contacting us (or if they do not arrive by that time if an arrival time was specified in advance), we may consider the reservation to have been canceled by the guest.

[Right to Cancel Accommodation Contracts by the Ryokan / Hotel]

- Article 6.1 The Ryokan / Hotel may cancel the Accommodation Contract under any of the following cases:
- (1) When the Guest is deemed liable to conduct and / or have conducted himself in a manner that will contravene the laws or act against the public order or good morals in regard to his accommodation.
 - (2) When a facility Guest is deemed to meet one of the following criteria:
 - a) Is an organized crime group, an organized crime group member, a member of any similar type of group, a person who is in touch with such a group, or a person connected to any other anti-social forces.
 - b) Is a corporation or other organization whose business activities are supported by an organized crime group or organized crime group members.
 - c) Is a corporation whose executives are organized crime group members.
 - (3) When a Guest has spoken or behaved in such a way as to be unduly disruptive to other Guests.
 - (4) When the Guest seeking accommodation can be clearly detected as carrying an infectious disease.
 - (5) When violent demands are being made on the facility, or when the facility is being asked to assume an unreasonable burden with regard to the Guest's accommodation.
 - (6) When the Ryokan / Hotel is unable to provide accommodation due to natural calamities and / or other causes of force majeure.
 - (7) When the provisions of Article 3 of the Yamanashi Prefectural Hotel and Ryokan Management Law Ordinance are applicable.
 - (8) When the Guest does not observe prohibited actions such as smoking in bed, mischief to the (freight)ing facilities and other prohibitions of the Use Regulations stipulated by the Ryokan / Hotel (restricted to particulars deemed necessary in order to avoid the causing of fires).
- 2 In the case when the Ryokan / Hotel has cancelled the Accommodation Contract in accordance with the preceding Paragraph, the Ryokan / 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.

[Registration]

- Article 7.1 The Guest shall register the following particulars at the front desk of the Ryokan / Hotel on the day of accommodation:
- (1) Name, age, sex, address, telephone number and occupation of the Guest (s);
 - (2) For non-Japanese: nationality, passport number, port and date of entry in Japan: The passport is copied and kept.
 - (3) Date and estimated time of departure; and
 - (4) Other particulars deemed necessary by the Ryokan / Hotel.
- 2 If a guest wishes to pay the charges stipulated in Article 12 using a method other than currency, such as a lodging voucher or credit card (however, limited to those accepted by the hotel), they must present these at the time of registration as described in the preceding paragraph.

[Occupancy Hours of Guest Rooms]

- Article 8.1 The Guest is entitled to occupy the contracted guest room of the Ryokan / Hotel from 3 p.m. to 11 a.m. the next morning. However, in the case when the Guest is accommodation continuously, the Guest may occupy it all day long, except for the days of arrival and departure.
- 2 The Ryokan / 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: It might not be according to the guest room reservation status on that day according to the guest room use for overtime.
- (1) Up to 1 hour: from 3,000 yen up each person (plus service charge and tax)
 - (2) If the excess exceeds 1 hour: 100% of the overnight room charge (plus service charge and tax).
- The regular room price for the day of the original intended departure date shall apply.

[Observance of Use Regulations]

- Article 9. The Guest shall observe the Use Regulations established by the Ryokan / Hotel, which are posted within the premises of the Ryokan / Hotel.

[Business Hours]

- Article 10.1 The business hours of the main facilities, etc. of the Ryokan / Hotel are as follows. Specific business hours for other facilities, etc. are posted on site and on signs throughout the facility.
- (1) Service hours of front desk, cashier's desk, etc.
 - A Closing time: 12:30 a.m.
 - B Front service: 8 a.m. to 10 p.m.
 - C Money changing service: 8 a.m. to 10 p.m. (Foreign currency exchange services are not available.)
 - (2) Service hours (at facilities) for dining, drinking, etc.
 - A Breakfast: 7:30 a.m. to 8:00 a.m. (dining room)
 - B Dinner: 5:30 p.m. to 7:00 p.m. (guest rooms or dining room)
 - (3) Service hours of auxiliary facilities: See posted notices and other facility signage.
- 2 The hours and locations indicated above are subject to change when circumstances require. The Ryokan / Hotel will notify Guests of such changes via the appropriate channels.

[Payment of Accommodation Charges]

- Article 11.1 The breakdown 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, coupons or credit cards recognized by the Ryokan / Hotel at the front desk at the time of the departure of the Guest or upon request by the Ryokan / Hotel.

- 3 Accommodation Charges shall be paid even if the Guest voluntarily does not utilize the accommodation facilities which have been provided for him by the Ryokan / Hotel and are at his disposal

[Liabilities of the Ryokan / Hotel]

- Article 12.1 The Ryokan / Hotel shall compensate the Guest for the damage if the Ryokan / 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 when such damage has been caused due to reasons for which the Ryokan / Hotel is not liable.
- 2 Even though the Ryokan / Hotel has received the "PASS MARK" (Certificate of Excellence of Fire Prevention Standard issued by the fire station), furthermore, the Ryokan / Hotel is covered by the Ryokan / Hotel Liability Insurance in order to deal with unexpected fire and / or other disasters.

[Handling When Unable to Provide Contracted Rooms]

- Article 13.1 The Ryokan / Hotel shall, when unable to provide contracted rooms, arrange accommodation of equal 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 provision of the preceding Paragraph, the Ryokan / 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 Ryokan / Hotel cannot provide accommodation due to the causes for which the Ryokan / Hotel is not liable, the Ryokan / Hotel shall not compensate the Guest.

[Handling of Deposited Articles]

- Article 14.1 The Ryokan / Hotel shall compensate the Guest for the damage 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 has occurred due to causes of force majeure. However, for cash and valuables, when the Ryokan / Hotel has requested the Guest to report its kind and value but the Guest has failed to do so, the Ryokan / Hotel shall compensate the Guest within the limit of 30,000 yen.
- 2 The facility shall not be held in any way liable for the loss, breakage, or other damage to goods, cash, or other valuables brought by a Guest into the facility but not left at the front desk for safekeeping, as long as said damage is not due to an intentional act or gross negligence on the part of the facility.

[Custody of Baggage and / or Belongings of the Guest]

- Article 15.1 When the baggage of the Guest is brought into the Ryokan / Hotel before his arrival, the Ryokan / Hotel shall be liable to keep it only in the case when such a request has been accepted by the Ryokan / Hotel. The baggage shall be handed over to the Guest at the front desk at the time of his check-in. Guest's luggage might be delivered to the room beforehand.
- 2 If a Guest accidentally leaves behind their luggage or other belongings after checking out, and no instruction has been left by the owner or the owner of the items is unknown, those items shall be kept at the facility for seven days, including the day on which they were found. After that, any valuables shall be turned over to the nearest police station and all other items shall be discarded. (Food, newspapers, magazines, and other such items shall be discarded immediately.)
- 3 The Ryokan / Hotel's liability in regard to the custody of the Guest's baggage and belongings is the case of the preceding two Paragraphs shall be assumed in accordance with 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.

[Liability in regard to Parking]

- Article 16. The Ryokan / 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 Ryokan / Hotel, as it shall be regarded that the Ryokan / Hotel simply offers the space for parking, whether the key of the vehicle has been deposited with the Ryokan / Hotel or not. However, the Ryokan / Hotel shall compensate the Guest for the damage caused through intention or negligence on the part of the Hotel / Ryokan in regard to the management of the parking lot.

[Liability of the Guest]

- Article 17. The Guest shall compensate the Ryokan / Hotel for the damage caused through intention or negligence on the part of the Guest.

Attached Table No.1

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

		Contents
Total Amount to be paid by the Guest	Accommodation Charges	(1) Basic Accommodation Charge (Room Charge+Breakfast & Dinner) (2) Service Charge ((1)×10%)
	Extra Charges	(3) Extra Meals & Drinks (other than Breakfast and Dinner) and Other Expenses (4) Service Charge ((3)×10%)
	Taxes	a. Consumption Tax b. Hot Spring Tax (only in spa districts) c. Accommodation tax

Remarks:

1. Basic Accommodation Charge is based on the tariffs, which are posted at the Front desk.
2. A child's charge applies to children attending elementary school of ages (up to 12 years of age) and under. 70% of the adult charge shall be required when meals and bedding comparable to those for the adult are provided to such children. 50% shall be required when meals and bedding for children are provided and 4,000yen(excluding tax) when only bedding for children is provided. For an infant to whom meals and bedding are not provided, shall be charged 2,000yen(excluding tax) when use facilities in the Ryokan / Hotel.

Attached Table No.2

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

Contracted Number of Guests	Date when Cancellation of Contract is Notified	No Show	Ac- com- mo- da- tion Day	Prior to Accommodation Days									
				1 Day	2 Day	3 Day	5 Day	6 Day	10 Day	14 Day	30 Day	100 Day	
1 to 9	100%	100%	100%	100%	50%	50%	50%	30%	30%	-	-	-	-
10 to 20	100%	100%	100%	100%	80%	80%	80%	50%	50%	30%	20%	-	-
21 to 100	100%	100%	100%	100%	80%	80%	80%	50%	50%	30%	20%	10%	-
101 and more	100%	100%	100%	100%	100%	100%	100%	80%	50%	30%	20%	10%	-

Remarks:

1. The percentages signify the rate of cancellation charge to the Basic Accommodation Charges.
2. When the number of days contracted is shortened shall be paid by the Guest regardless of the number of days shortened.