

Model Accommodation Contract (General Terms and Conditions)

Article 1 - Scope of Application

01.01. The Accommodation Contract and related contracts to be concluded between our Hotel (Ryokan) 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.

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

Article 2 - Application for an Accommodation Contract

02.01. The Guest who intends to apply to our Hotel (Ryokan) for an Accommodation Contract will be required to provide our Hotel (Ryokan) with the following particulars:

- (1) Name(s), Gender, Nationality, Phone number and Mail address 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 I).
- (4) Other information considered necessary by our Hotel (Ryokan).

02.02. 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 (Ryokan) 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.

Article 3 - Conclusion, etc. of the Accommodation Contract

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

03.02. 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 (Ryokan) shall be paid by the date set by us.

03.03. 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 16 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 11.

03.04. 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 (Ryokan) has notified the Guest to that effect at the time when prescribing the day due for payment of the Application Money.

Article 4 - Special Contract Requiring Non-Payment of the Application Money

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

04.02. When accepting an application for an Accommodation Contract, in the case that our Hotel (Ryokan) 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.

Article 5 - Refusal of the Conclusion of the Accommodation Contract

05.01. The following are cases where our Hotel (Ryokan) 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 corresponding to the following (a) to (c).
 - (a) The law in respect to prevention, etc. against illegal actions by gang members (1991 Law item 77) stipulated article 2 item 2 (hereinafter referred to as “gang group”), gang member stipulated by the same law article 2 item 6 (hereinafter referred to as “gang member.”), gang group semi-regular members or gang member related persons and other antisocial forces.
 - (b) When gang group or gang members are associates of corporations or other bodies to control business activities.
 - (c) When a corporate body has related persons to gang members.
- (5) If the guest may engage in a behavior that causes significant inconvenience to other guests.
- (6) If the guest may be a patient with a specified infectious disease (hereinafter referred to as a “infectious patient”) as stipulated in Article 4-2, Paragraph 1, Item 2 of the Hotel Business Act.
- (7) When the guest seeking accommodation, a violent requesting act is carried out, or demanded a burden beyond the reasonable purview.
- (8) When act of God, trouble with facilities, and other unavoidable causes prevent the Guest from staying at our Hotel (Ryokan).
- (9) When accommodation is not possible due to natural disasters, facility failures, or other unforeseen circumstances.
- (10) If the guest tries to bring dangerous goods such as firearms as an example of stoves or petroleum or items harmful to the human body.
- (11) If the guest has experiences that accommodation contract was canceled by our hotel in the past.
- (12) If the case falls under the provisions of Article 5 of the Kyoto Prefecture Hotel Business Act Enforcement Ordinance.
- (13) If our hotel determines that there are other legitimate reasons for refusing to conclude an accommodation contract.

Article 6 - The Guest's Right to Cancel the Contract

06.01. The Guest may request our Hotel (Ryokan) to cancel the Accommodation Contract.

06.02. 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 (Ryokan) 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 Table 2, but in the case that our Hotel (Ryokan) has accepted a Special Contract described in Article 4, Paragraph 1 this provision shall be applied only to the case where our Hotel (Ryokan) has notified the Guest of his/her responsibility to pay a penalty for cancellation of the Contract when accepting the Special Contract.

06.03. In the case that the Guest does not arrive by 9p.m. on the day of an overnight stay without informing our Hotel (Ryokan) of a delay (or after the lapse of 2hours 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.

Article 7 - The Right of Our Hotel (Ryokan) to Cancel the Contract

07.01. The following are cases where our Hotel (Ryokan) 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/she is considered to have behaved in such a manner.
- (2) When the Guest is clearly considered to be corresponding to the following (a) to (c).
 - (a) Gang group, gang group semi-regular members or gang member related persons and other antisocial forces.
 - (b) When a corporate body or other organization where gang groups or gang members control business activities.
 - (c) In a corporate body which has persons relevant to gang member in its board member.
- (3) When the Guest in accommodation behaves extremely in a mischievous way against other hotel guests.
- (4) When the Guest is clearly considered to be a patient with an infectious disease.
- (5) When having accommodation, a violent action is carried out, or demanded a burden beyond reasonable purview.
- (6) When unavoidable causes, such as act of God, etc., prevent the Guest from staying at our Hotel (Ryokan).
- (7) When accommodation is not possible due to reasons caused by force majeure such as natural disasters.
- (8) If the case falls under the provisions of Article 5 of the Kyoto Prefecture Hotel Business Act Enforcement Ordinance.
- (9) If the guest tries to take an unauthorized person to the hotel.
- (10) When the Guest smokes in bed or vandalizes fire protection facilities, or does not comply with the matters prohibited by our Hotel (Ryokan) (limited only to those matters necessary for fire prevention) among the rules of use prescribed by our Hotel (Ryokan).
- (11) In addition, when the usage rules set forth by our hotel are not followed.

07.02. If our hotel cancels the accommodation contract based on the provisions of the preceding paragraph, the guest will not be charged for accommodation services that have not yet been provided to the guest. If the guest has already paid online in advance, our hotel will refund.

Article 8 - Registration of Accommodation

08.01. The Guest will be required to register the following particulars at the front desk of our Hotel (Ryokan):

- (1) Name, age, gender, address and occupation of the Guest.
- (2) For foreign nationals who do not have a residence in Japan, nationality, passport number, place of entry, and date of entry shall be provided.
- (3) Departure date and time
- (4) Other particulars considered necessary by our Hotel (Ryokan).

08.02. In the case that the Guest intends to pay the charges described in Article 11 by using such means in place of currency as traveler's checks, accommodation coupons, credit card, etc., he/she will be required to show them at the time of registration described in the preceding Paragraph.

Article 9 - Time Allowed for Use of the Guest room

09.01. The guest may use the guest rooms until the check-in and check-out times listed on the official website. However, if the guest stays for consecutive nights, the guest can use it all day except for the day of arrival and the day of departure. However, in this case, our hotel has a right to enter

the room between the check-out time and check-in time listed on the official website to clean or manage the room.

09.02. The guest is not allowed to use any facilities in our hotel outside of the hours stated in paragraph 1, except in cases approved by our hotel. If the guest continues to use the room against this rule, the guest shall be required to pay an extension fee.

Article 10 - Compliance of the Rules of Use of the Hotel (Ryokan)

10.01. While staying in our Hotel (Ryokan), the Guest will be required to comply with the Rules of Use posted inside our Hotel (Ryokan) as prescribed by us.

Article 11 - Payment of Charges

11.01. The breakdown of accommodation fees is as listed in Attached Table 1.

11.02 The accommodation fees in the preceding paragraph shall be paid in advance online, in currency or by credit card, when requested by our hotel (Ryokan).

11.03. In the case that the Guest has not stayed at our Hotel (Ryokan) 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.

Article 12 - Responsibility of Our Hotel (Ryokan)

12.01. If our hotel causes damage to the guest due to the performance of the accommodation contract and related contracts, or due to non-performance thereof, our hotel shall pay maximum 100,000 yen if the damage is caused to the guest due to reasons attributable to the accommodation contract and related contracts. If there was intentional or gross negligence on the part of our hotel, the corresponding amount shall be compensated.

12.02. The liability for our hotel will be effective when the guest registers for accommodation at the front desk or enters the facility, whichever comes first, and ends when the guest leaves the facility for departure.

Article 13 - Handling In Case the Guest Room Contracted Is Not Available

13.01. Should the guest room contracted for the Guest under the Accommodation Contract become unavailable for him/her, our Hotel (Ryokan) 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.

13.02. 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 charges equivalent to the penalty, 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.

Article 14 - Custody of the Baggage or Personal Belongings of the Guest

14.01. As a general rule, our accommodation does not store guests' luggage in advance.

When the baggage of the Guest has arrived at our Hotel (Ryokan) prior to his/her arrival, our Hotel (Ryokan) 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.

14.02. In the case that the baggage or personal belongings of the Guest are found misplaced after he/she has checked out, will store them for 7 days including the day they are discovered, and if we do not hear from them, they will be disposed of afterwards. Please note that food, drinks, magazines, and other items similar to waste will be voluntarily disposed of at our facility on the day they are discovered (during cleaning).

14.03. In order to dispose of left behind baggage or personal effects appropriately according to the nature of the contents, the accommodation facility may inspect the contents of the baggage or

personal belongings left behind at its discretion and, if necessary, dispose of them in accordance with the preceding paragraph, the Guest shall not be able to object to this.

14.04. The responsibility of our Hotel (Ryokan) regarding the custody of the Guest's baggage or personal belongings in the case of the preceding three Paragraphs shall be in accordance with the provisions of Article 12.

Article 15 - Responsibility for Parking

15.01. Our hotel (Ryokan) does not have a parking lot for guests.

Article 16 - Responsibility of the Guest

16.01. In the case that our Hotel (Ryokan) has suffered damage due to the intention or fault of the Guest, the Guest will be required to compensate to our Hotel (Ryokan) for the said damage.

Article 17 - Jurisdiction and applicable law

17.01. All disputes arising regarding this accommodation contract shall be resolved in accordance with Japanese laws and regulations, with the Kyoto District Court or the Kyoto Summary Court having exclusive jurisdiction in the first instance.

Article 18 - Disclaimer of this accommodation

18.01. Our hotel (Ryokan) shall not be responsible for noise and vibrations from nearby areas. Our hotel may revise or update this accommodation contract without prior notice to guests due to changes in the socio-economic situation or other circumstances.

Table 1 Breakdown of Accommodation Charge (concerning Article 2-1 and 11-1)

		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) x 0 %]
	Additional charges	(3) Additional food and beverage charge (except for those included in (1)) (4) Service charge [(3) x 0 %]
	Tax	a. Consumption tax b. Bath tax (at hot spring resorts only) c. Accommodation tax

Remarks:

- 1, The basic accommodation charge is based on the table of charges posted at our official website.
- 2, Accommodation fees will not be charged for infants under 5 years of age for whom bedding and meals are not provided.
- 3, Children over 6 years old will be charged at the adult rate.

Table 2 Penalty (concerning Article 6-2)

Date of receiving cancellation		No-show	Accommodation Day	1 Day prior to Accommodation Day	14 Days prior to Accommodation Day
Individual Guest: Number of Guest:					
Individual Guest	More than 1 person	100%	100%	100%	100%

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 all Day shall be charged

(3) Non-refundable plans are offered as a special discounted price. Therefore, a 100% penalty shall be charged at the time of completing reservation.