

# TERMS AND CONDITIONS FOR ACCOMMODATION CONTRACTS

## **Scope of Application**

### Article 1.

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 (hereinafter referred to as "T&C"). Any particulars not provided for herein shall be governed by laws and regulations and/or generally accepted practices.
2. In case the Hotel has entered into a special contract with the Guests 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 T&C.

## **Application for Accommodation Contracts**

### Article 2.

1. 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);
  - (4) Other particulars deemed necessary by the Hotel.
2. In case the Guest requests, during his/her stay, extension of the accommodation beyond the date in Item (2) of the preceding Paragraph, it shall be regarded as an application for a new Accommodation Contract at the time such a request is made.

## **Conclusion of Accommodation Contracts, etc.**

### Article 3.

1. Guests are required to agree to these T&C as well as the respective Usage Terms when seeking accommodation at the Hotel.
2. In case a Guest is a minor (under 18 years of age), and the Hotel deems it necessary, the Guest must submit a letter of consent with the approval from the guardian or other legal representative when seeking accommodation at the Hotel;
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 Article shall not be applied when it has been proved that the Hotel has not accepted the application;
4. When a Contract for Accommodation has been concluded in accordance with the provision of the preceding Paragraph, the Guest is required to pay an accommodation deposit fixed by the Hotel within the limits of the 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;
5. The deposit shall be first used for the Total Accommodation Charges to be paid by the Guests, then secondly for the

cancellation charges under Article 6 and thirdly for the reparations under Article 19 as applicable, and the remainder, if any, shall be refunded at the time of the payment of the Accommodation Charges as stated in Article 13;

6. When the Guest has failed to pay the deposit by the date stipulated in Paragraph 4 of Article 3, the Hotel shall consider the Accommodation Contract as invalid. However, the same paragraph shall be applied only in case 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.

1. Notwithstanding the provisions of Paragraph 4 of the preceding Article, the Hotel may enter into a special contract not requiring the accommodation deposit after the Contract has been concluded as stipulated in the same Paragraph.
2. In case the Hotel has not required the payment of the deposit as stipulated in Paragraph 4 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 considered that the Hotel has accepted a special contract prescribed in the preceding Paragraph.

### **Refusal of Accommodation Contracts**

Article 5.

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

- (1) When the application for accommodation does not conform with the provisions of these T&C;
- (2) When the Hotel fully booked and no rooms are available;
- (3) When the person seeking accommodation is a patient or a person with symptoms, etc. (as defined in Article 4-2, Paragraph 1, Item 2 of the Hotel Business Act, hereinafter the same definition) of a specific infectious disease (hereinafter referred to as "Specific Infectious Disease") as defined in Article 2, Paragraph 6 of the Hotel Business Act (Act No. 138, 1948 including subsequent revisions);
- (4) When the Hotel is unable to provide accommodation due to natural calamities, dysfunction of the facilities and/or any other unavoidable causes;
- (5) When the Guest seeking accommodation is deemed liable to conduct him/herself in a manner that will contravene the laws or act against the public order or good morals in regard to his/her accommodation;
- (6) When there is a recognized risk of Customer Harassment Behavior (as defined in the Attached Table 2) caused by the person seeking accommodation;
- (7) When the Guest seeking accommodation acts violently, makes threats, intimidates, makes violent demands, or makes any other coercive or unreasonable demand or action;
- (8) When the Guest seeking accommodation acts disruptively or dangerously, causing distress to other Guests, or behaves in any other way which may cause trouble for the facility or other Guests;
- (9) When the person who intends to lodge is recognized to fall under A-C below;
  - A. An Organized Crime Group as defined in the Act on Prevention of Unjust Acts by Organized Crime Groups (Act No. 77 of 1991) Article 2, Item 2, an Organized Crime Group Member as defined in Article 2 Item 6 of the said act, a quasi-member of an Organized Crime Group, an individual associated with an Organized Crime Group, and/or any other anti-social forces;

B. A corporation or an organization engaged in business activities which are controlled by an Organized Crime Group or an Organized Crime Group Member;

C. A corporation in which any officers are Organized Crime Group Members;

(10) When it is recognized that the lodging Guest is heavily drunken or in a similar state and threatens to cause a serious nuisance to other Guests, etc.;

(Kagoshima Prefecture ordinance to enforce the Hotel Business Act, Article No.7)

(11) When the Guest otherwise fails to abide by the Usage Terms established by the Hotel.

### **Right to Cancel Accommodation Contracts by the Guest**

Article 6.

1. The Guest is entitled to cancel the Accommodation Contract by notifying the Hotel.
2. In case the Guest has cancelled the Accommodation Contract in whole or in part due to causes for which the Guest is liable (except when the Hotel has requested the payment of the deposit during the specified period as prescribed in Paragraph 4 of Article 3 and the Guest has cancelled before the payment), the Guest shall pay cancellation charges as listed in the Attached Table No. 3. However, in case a special contract as prescribed 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 case the Guest does not appear by 11:00p.m. on the accommodation date (or 2hours after the expected time of arrival if the Hotel is notified of such) without 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.

1. The Hotel may cancel the Accommodation Contract under any of the following cases. Furthermore, the Hotel assumes no responsibility for damages incurred from a cancellation of the Accommodation Contract conducted in accordance with this Article;
  - (1) When the guest is a patient, etc. with a Specific Infectious Disease.
  - (2) When the Hotel is unable to provide accommodation due to natural calamities, dysfunction of the facilities and/or other unavoidable causes;
  - (3) When it is recognized that the lodging guest threatens to engage in or has engaged in acts against the provisions of laws and regulations, public order or social customs during his/her stay;
  - (4)When a Guest is deemed to pose a risk of Customer Harassment Behavior (Attached Table No. 2) during his/her stay;
  - (5) When the Guest acts violently, makes threats, intimidates, makes violent demands, or makes any other coercive or unreasonable demand or action;
  - (6) When the Guest acts disruptively or dangerously, causing distress to other Guests, or behaves in any other way which may cause trouble for the facility or other Guests;

(7) When the guest is deemed to fall under A-C below;

A. An Organized Crime Group, an Organized Crime Group Member, a quasi-member of an Organized Crime Group, an individual associated with an Organized Crime Group, and/or any other anti-social forces;

B. A corporation or an organization engaged in business activities which are controlled by an Organized Crime Group or an Organized Crime Group Member;

C. A corporation in which any officers are Organized Crime Group Members;

(8) When it is recognized that the lodging Guest is heavily drunken or in a similar state and threatens to cause a serious nuisance to other Guests, etc.;

(Kagoshima Prefecture ordinance to enforce the Hotel Business Act, Article No.7)

(9) When it is discovered that a minor guest (under 18 years of age), falsely claimed to have obtained the consent from the guardian or other legal representative, or falsely claimed to be of legal age;

(10) When the Guest otherwise fails to abide by the Usage Terms established by the Hotel.

2. In case 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 services which he/she did not receive during the contractual period.

## **Registration**

Article 8.

1. The guest shall register the following particulars with the Front Desk clerk of the Hotel on the day of accommodation;

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

(2) In case of a non-Japanese Guest without a domestic address in Japan, his/her nationality and passport number;

(3) Date and estimated time of departure;

(4) Other particulars deemed necessary by the Hotel.

2. In case the Guest intends to pay his/her Accommodation Charges prescribed in Article 13 by any means other than Japanese currency, such as traveler's checks, vouchers, credit cards or electronic money, etc., the Guest must present the said credential in advance at the time of Registration prescribed in the preceding Paragraph, and confirm whether or not the form of payment can be accepted for payment by the Hotel.

## **Accommodation capacity**

Article 9.

The maximum occupancy limit for Guestrooms is 4 Adult persons. If an adult Guest intends to sleep or occupy a bed together with a child Guest, such a case is limited to one child per bed and the child must not be older than 12 years of age).

## **Occupancy Hours of Guestrooms**

Article 10.

1. The Guest is entitled to occupy the contracted guestroom of the Hotel from 3:00p.m. to 11:00a.m. to the next day.

However, in the case the guestroom is contracted continuously, the Guest may occupy it all day long, 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 room beyond the time prescribed in the same Paragraph. In this case, extra charges shall be paid as follows:

- (1) Up to 3 hours: 30% of the room charge;
- (2) Up to 6 hours: 50% of the room charge;
- (3) More than 6 hours: 100% of the room charge.

### **Observance of Usage Terms**

Article 11.

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

### **Business Hours**

Article 12.

1. The business hours of the Front Desk, etc. of the Hotel are as follows, and those of other facilities, etc. shall be specified in detail by brochures as provided, the Hotel's official website, notices posted in various places, service directories in guestrooms and in other ways deemed suitable by the Hotel:

Service hours of Front Desk, Cashier's desk etc.:

- A. Closing time: None;
- B. Front Desk: 24-hour service;
- C. Exchange service: None;
- D. Restaurant operations: (As stated below).

The View Restaurant: 6:30a.m.-10:00a.m. (L/O 9:30a.m.), 5:30p.m.-21:30p.m. (L/O 20:00p.m.)

The Traveler Lounge: 15:00-22:30 (L/O 22:00)

2. The business hours specified in the preceding Paragraph are subject to temporary changes due to unavoidable causes on the part of the Hotel. In such a case, the Guest shall be informed by appropriate means.

### **Payment of Accommodation Charges**

Article 13.

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 traveler's checks, vouchers, credit cards, or electronic money, 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 the Guest by the Hotel and which are at his/her disposal.

### **Liabilities of the Hotel**

Article 14.

1. The Hotel shall compensate the Guest for the damage if the Hotel has caused such damage to the Guest in the fulfillment or the non-fulfillment of the Accommodation Contract and/or related agreement. However, the same shall

not apply in cases when such damage has been caused due to reasons for which the Hotel is not liable.

2. The Hotel is covered by Hotel Liability Insurance in order to deal with unexpected fire and/or other incidents/accidents.

### **Handling when unable to provide Contracted Rooms**

Article 15.

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 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, the Hotel shall not compensate the Guest.

### **Handling of Deposited Articles**

Article 16.

1. In case the articles, cash and/or valuables deposited by the Guest at the Front Desk have been lost or damaged, the Hotel shall compensate for the damage, unless the loss or damage has been caused by force de majeure. However, in the case of cash and valuables, the Hotel shall do so only when the Guest has clearly reported the kind and value of such cash and valuables at the Hotel's request. Otherwise, the Hotel shall compensate for the damage up to the maximum amount of 150,000yen.
2. In case a Guest has brought articles, cash and/or valuables into the Hotel, but has not deposited them at the Front Desk, the Hotel shall compensate for the loss or damage inflicted on them if caused intentionally or negligently on the part of the Hotel, except when the Guest has not clearly reported to the Hotel beforehand the kind and value of such items lost or damaged, in which case the Hotel shall compensate for the loss or damage up to the maximum amount of 150,000 yen unless the Hotel is intentionally or negligently responsible for such loss or damage.

### **Custody of Baggage and/or Belongings of the Guest**

Article 17.

1. When the baggage of the Guest is brought into the Hotel before his/her arrival, the Hotel shall be liable to keep it only in case 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/her check in.
2. In case the baggage or belongings of the Guest are found left behind after his/her check out, and the ownership of the article is identified, the Hotel shall inform the owner of the article left and ask for further instructions. In case no instruction is given to the Hotel by the owner or when the ownership cannot be identified, the Hotel shall keep the article for 7 days including the day it is found, and after this period the Hotel shall turn the article over to the nearest police station.
3. The Hotel's 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 preceding Article in the case of Paragraph 1, and with the provisions of Paragraph 2 of the same Article 15 in the case of Paragraph 2.

### **Liability in Regard to Parking**

Article 18.

The Hotel shall not be liable for the custody of the vehicle of the Guest when the Guest utilizes the affiliated parking lot within the premises of the Hotel, as the Hotel solely offers the space for parking, whether the key to the vehicle has been deposited with 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 19.

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

### **Amendment of Terms and Conditions and Usage Terms**

Article 20.

1. The Hotel may amend these Terms and Conditions and Usage Terms (hereinafter referred to T&C, etc.) at its discretion in the following cases, and Guests shall be deemed to have accepted these changes without objection:
  - (1) When the changes are in the general interest of
  - (2) When the changes in T&C, etc. do not contradict the purpose of the contract and are reasonable in light of the necessity for change, the appropriateness of the content after the change, and other relevant circumstances.
2. When the Hotel changes the T&C, etc. based on the previous Paragraph, the Hotel will announce the fact that the T&C, etc. shall be amended the contents of such changes, and their effective date on the Hotel's official website at least one month prior to the effective date.
3. When a Guest uses the Hotel's services after the effective date of the amended T&C, etc. the Guest is regarded to have agreed to the changes in the T&C, etc.

### **Disclaimer**

Article 21.

Guests may utilize the Hotel's internet connection service on their own responsibility. The Hotel is not liable whatsoever for any damages caused as the result of any interruption that may occur due to system malfunction or any other reason during the use of the internet services. Furthermore, in case usage of the internet services by a Guest is judged inappropriate by the Hotel and has resulted in damage to the Hotel or other third parties, the Guest shall be liable for compensation of such damages.

### **Governing Language and Law**

Article 22.

1. These Provisions are written both in Japanese and in English. In the event of any inconsistency or difference between the two versions of these Provisions, the Japanese version shall prevail in all respects.
2. Any dispute arising from/or in relation to these Provisions shall be referred to the Japanese court having jurisdiction over the location of the Hotel and resolved in accordance with applicable Japanese laws.

**Attached Table No. 1: Breakdown of the Accommodation charges, etc. (Related to Article 2, Paragraph 1 and Article 13, Paragraph 1)**

Total amount payable by the guest

1. basic accommodation charge (room + \*dinner + \*breakfast)

\* There may be no charge depending on the accommodation plan chosen by the guest.

2. additional food and beverage charges

3. other usage charges

4. consumption tax (items 1-4 x 10%)

\*If the tax law is amended, the amended provisions shall apply.

5. bathing tax (150 yen per person per night)

\*This applies to persons aged 12 and over.

6. samana fund (JPY 200 per person per stay).

\*This applies to those aged 13 and over.

**Attached Table No. 2: Customer Harassment Behavior (Related to Article 5, Paragraph 6 and Article 7, Paragraph 4)**

Repeated requests by a guest to the Hotel that include difficult demands for a reduction in accommodation fees or other matters that are not easily achievable (except when seeking the removal of barriers based on the Act on Promotion of Elimination of Discrimination against People with Disabilities, Article 2, Paragraph 2), or requests involving rude or violent language or behavior and other acts that impose a mental/physical burden on the Hotel employees (except for deeds caused by the operator's unfair and/or discriminatory treatment as defined in Act 8, Paragraph 1 of the Act on Promotion of Elimination of Discrimination against People with Disabilities, or with similar valid reasons) and require more than the usual service efforts (such as those listed below) of the Hotel, shall be deemed to be Customer Harassment Behavior:

- Physical attack (*assault, injury, etc.*) or mental attack (*threats, abusive language, slander, etc.*);
- Demand for the Hotel employee to get down on his/her hands and knees, and bow down to the ground;
- Restrictive acts exceeding a certain length of time, such as sit-in or confinement (including unreasonably long phone calls);
- Accusing employees in a loud voice, or using abusive language, etc.;
- Refusal to pay cancellation fees based on unreasonable reasons, excessive demands for refunds, for replacement of merchandise and/or for monetary compensation, etc. (Including inappropriate requests for excessive services beyond the reasonable range compared to other guests, and repeated unreasonable demands for discounts on accommodation fees);
- Behavior demanding the Hotel to take responsibility, including repetitive questioning and/or demands for apologies, and/or claims, etc. using methods lacking social relevance;
- Excessive demands or complaints about matters that cannot be accommodated due to operational rules or systems;
- Threats of disclosure on social media or to the mass media (including the public release of employees' names);
- Any behavior that constitutes stalking of an employee.



**Attached Table No. 3: Cancellation Policy and Charges(Related to Article 6, Paragraph 2)**

Amount of rooms	No Show	ARR day	Day before	2days	3days	4days	5days	6days	7days	14days
~8RM	100%	100%	100%	50%	50%	50%	50%	50%	50%	20%
9-20RM	100%	100%	100%	100%	80%	80%	80%	80%	80%	40%
21RM~	100%	100%	100%	100%	100%	100%	100%	100%	100%	80%

1. The percentages signify the rate of cancellation charge of the Basic Accommodation Charges (room charges).
2. When the number of days contracted is shortened, the cancellation charge for the first day of the cancelled period shall be paid by the Guest regardless of the number of days shortened.
3. However, in case a specific penalty agreement in case of breach of contract was closed separately, such an agreement shall take precedence over the amount defined in this table.

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