

## **Accommodation clause (General Terms and Conditions)**

### **Article 1 - Scope of Application**

01.01. The Accommodation Contract and related contracts to be concluded between our 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.

02.02. When our 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 Ryokan for an Accommodation Contract will be required to provide our Ryokan with the following particulars:

- (1) Name(s) 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 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 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 Ryokan has accepted the application described in the preceding Article, unless our Ryokan has certified that our 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 Ryokan shall be paid by the date set by us, up to the maximum amount equal to the basic accommodation charge for 7 days in cases where the period scheduled for overnight stay exceeds 7 days.

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 18 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 12.

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 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 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 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 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) When the guest is deemed liable to conduct himself in a manner contrary to that provided in the laws or the maintenance of public peace and good morals through one’s stay in this Ryokan.
- (6) When the guest seeking accommodation can be clearly detected as a drunken person and behaves extremely in a mischievous way against other guests.
- (7) When the Guest seeking accommodation is clearly considered to be a patient with an infectious disease.
- (8) When the guest seeking accommodation, a violent requesting act is carried out, or

demand a burden beyond the reasonable purview.

(9) When act of God, trouble with facilities, and other unavoidable causes prevent the Guest from staying at our Ryokan.

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

06.01. The Guest may request our 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 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 Schedule II, but in the case that our Ryokan has accepted a Special Contract described in Article

4, Paragraph 1 this provision shall be applied only to the case where our 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. The Guest is responsible to inform the Ryokan if there is a delay in arrival in advance. In the case that the Guest does not arrive by the arrival time without informing our Ryokan of a delay, 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 Ryokan to Cancel the Contract**

07.01. The following are cases where our 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 seeking accommodation can be clearly detected as a drunken person and behaves extremely in a mischievous way against other 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 Ryokan.

(7) When the Guest smokes in bed or vandalizes fire protection facilities, or does not comply with the matters prohibited by our Ryokan (limited only to those matters necessary for fire

prevention) among the rules of use prescribed by our Ryokan.

(8) When the Guest accommodates a person who is not listed on the Guest Registration Form and when the Guest false reports the number of people staying.

(9) When the provision of Article 10 is applicable.

07.02. In cases where our Ryokan has cancelled the Accommodation Contract in accordance with the provision of the preceding Paragraph, charges for accommodation service, etc. which have not yet been offered to the Guest shall not be receivable.

## **Article 8 - Registration of Accommodation**

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

(1) Name, age, sex, address and occupation of the Guest.

(2) Nationality, passport number, place entered and date entered, in the case of a foreign guest. (We will make a copy of the passport for confirmation.)

(3) Scheduled date and time of departure.

(4) Other particulars considered necessary by our Ryokan

08.02. In the case that the Guest intends to pay the charges described in Article 12 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 Accommodation**

09.01. Guests may use the accommodation facilities of the Ryokan from 1:00 p.m. to 11:00 a.m. of the following day.

However, guests staying for consecutive nights may use the facilities all day, except for the day of arrival and the day of departure.

in succession, in which case the Guest may use the accommodation all day except the day of arrival and the day of departure.

09.02. Not with standing the provision of the preceding Paragraph, there are cases where our Ryokan may accept the use of the accommodation in hours other than those specified in the preceding Paragraph, in which case an additional charge will be required as specified below.

(1) Until 2 p.m.....5,000 yen per hour (excluding tax)

(2) After 2 p.m.....100% of the room charge

09.03 The check-in and check-out time of Ryokan is prescribed below.

(1) Check-in Time: From 1 p.m. till 6 p.m. of the day of arrival.

(2) Check-out Time: to 11 a.m. of the day of departure.

## **Article 10 - Compliance of the Rules of Use of the Ryokan**

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

## **Article 11 - Operating Hours of the Accommodation**

11.01. The business hours of principal facilities in our Ryokan shall be as follows. Details of the service hours of other facilities are explained in the pamphlet provided, displays at major points inside our Ryokan, and the service directory provided in the accommodation.

(1) Service Hours of Front Desk:

Front Desk .....The Terminal KYOTO (Business Hour: 9 a.m. to 6 p.m.)

11.02. The service hours described in the preceding Paragraph may be changed temporarily for unavoidable reasons, in which case the Guest will be notified by proper means.

## **Article 12 - Payment of Charges**

12.01. The breakdown of the accommodation charge and its calculation, etc. payable by the Guest shall be as listed in the attached Schedule I.

12.02. Payment of the accommodation charges, etc. described in the preceding Paragraph shall be made in currency or by other alternative means acceptable by our Ryokan, such as traveler's check, accommodation coupon, credit card, etc., at the front desk at the time when the Guest arrives at our Ryokan.

12.03. In the case that the Guest has not stayed at our Ryokan at his/her discretion even after we have offered the accommodation to the Guest and made it available for him/her to use, the accommodation charge will still be charged.

## **Article 13 - Responsibility of Our Ryokan**

13.01. In the case that we have inflicted damage on the Guest in the course of fulfilling the Accommodation Contract and related Contracts or in breach of these Contracts, we shall compensate for the said damage, unless the said damage has been caused due to a cause not attributable to us.

## **Article 14 - Handling In Case the Accommodation Contracted Is Not Available**

14.01. Should the accommodation contracted for the Guest under the Accommodation Contract become unavailable for him/her, our 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.

## **Article 15 - Handling of Checked Articles, etc.**

15.01. The Ryokan will not keep any of the articles, cash and/or valuables at the front desk.

15.02. The Ryokan is not responsible for the loss, breakage, or the other damages to the articles, cash, and/or valuables when the Guest has brought into our Ryokan if they are not caused through intention or negligence on the part of the Ryokan.

## **Article 16 - Custody of the Baggage or Personal Belongings of the Guest**

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

16.02. In the case that the baggage or personal belongings of the Guest are found misplaced after he/she has checked out, our Ryokan shall ask the owner of such items for his/her instructions when the owner has been identified. However, when there are no instructions from the owner or the owner has not been identified, our Ryokan shall keep them for 7 days including the day when they have been found, and shall deliver only the valuables to a police station near our Ryokan after a lapse of 7 days and shall dispose other non-valuables. (We will dispose food, beverages, and magazines within the day they have been found.)

16.03. The responsibility of our Ryokan regarding the custody of the Guest's baggage or personal belongings in the case of the preceding two Paragraphs shall conform to the provision of the preceding Article, Paragraph 1, in the case of Paragraph 1 of this Article and to the provision of the preceding Article, Paragraph 2, in the case of the preceding Paragraph. 16.02.

## **Article 17 - Responsibility of the Guest**

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

## **Article 18 - Disclaimer**

The services provided by us are provided "as is." we make no warranty of any kind, expressed or implied, including, but not limited to any warranty of merchantability, fitness for a particular purpose or non-infringement, or any warranty regarding the reliability or suitability for a particular purpose of its services. User understands and acknowledges that we exercise no control over the nature, content or reliability of the information and/or data passing through our network.

No oral or written information or advice given by us, its dealers, agents or employees shall create a warranty and user may not rely on any such information or advice. We makes no warranty of any kind, either expressed or implied, regarding the quality, accuracy or validity of the information and/or data residing on or passing through any network. Use of any information and/ or data obtained from or through services provided by us will be at user's own risk. User acknowledges that we are not liable for any errors or interruption in the installation process or in providing the services, whether within or outside the control of us. Under no circumstances shall the user hold us or any of our agents, contractors or representatives responsible for any form of damages or losses (including without limitation any direct, indirect, consequential or incidental damages or losses) suffered from, but not limited to errors, delays, loss of information, delays in the installation or provisioning process, or interruptions in the services caused by the user, us or a third party's negligence, fault, misconduct or failure to perform. User understands that telecommunication and/or network

access services may be temporarily unavailable for scheduled or unscheduled maintenance and for other reasons within and outside of the direct control of us.

Under no circumstances do any such errors, delays, interruptions in services or loss of information nullify or modify these terms and conditions. We reserve the right to refuse or terminate services to a user at any time without cause. The internet contains unedited materials, which may be sexually explicit, or may be offensive to you or others accessing the services. We have no control over such materials and accept no responsibility for such materials.

**Article 19 - Jurisdiction**

All disputes, controversies, or differences which may arise between the parties, out of or in relation to this Agreement or for the breach thereof, shall be exclusively brought in the Kyoto District Court of Japan or Kyoto Summary Court and be solved in compliance with the Japanese law.

Table 1 Breakdown of Accommodation Charge (concerning Article 2-1 and 12-1)

		Breakdown	Tax
Total amount to be paid by a guest	Accommodation charge	1. Basic accommodation charge 2. Cleaning fee 3. Tax	10% tax of (1 + 2)
	Additional charges	4. Food and beverage charge 5. Service charge 6. Tax	10% tax of (4 + 5)

Table 2 Penalty (concerning Article 6-2) for Ryokan

No Show Accommodation	Accommodation Day	1 Day Prior to Accommodation Day	2-4 Days Prior to Accommodation Day	5-8 Days Prior to Accommodation Day	9 Days or more Prior to Accommodation Day
100%	100%	80%	50%	20%	0%

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 One Day (first day) shall be charged, regardless of the number of days reduced