**Accommodation terms and conditions**

**(Scope of application)
Article 1**1. Accommodation terms and conditions and related contracts concluded by this hotel with

　guests shall be in accordance with these terms and conditions, and matters not provided for in these terms shall be governed by laws and regulations, etc. The same shall apply hereinafter) or by generally established practices.

2. If the hotel accepts any special provisions to the extent that they do not violate laws and regulations, the special provisions shall prevail, notwithstanding the provisions of the preceding paragraph.

**(Application for Accommodation Contract)**

**Article 2**

1. Those who wish to apply for an accommodation contract with our hotel must submit the following information to our hotel. In addition, the application must be made after agreeing that these accommodation terms and conditions are the contents of the contract.

(1) Guest Name

(2) Date of stay and estimated time of arrival

(3) Accommodation fee (in principle, according to the basic fee set forth in Appended Table 1)

(4) Other matters and information necessary to our hotel

2. If a guest requests to continue the stay beyond the date specified in item 2 of the preceding paragraph during the stay, our hotel will treat the guest as having received a new stay contract at the time the offer is made.

**(Establishment of Accommodation Contract, etc.)**

**Article 3**

1. The accommodation contract shall be concluded when our hotel accepts the application set forth in the preceding Article. However, if the hotel proves that it has not given its consent this is not the case.

2. When an accommodation contract is established pursuant to the provisions of the preceding paragraph, our hotel determines the basic accommodation fee for the period of accommodation (3 days if the period of accommodation exceeds 3 days)
You have to pay the application fee by the designated date of our hotel.

3. The application fee shall be allocated to the accommodation fee that the guest should finally pay, and in the event that the provisions of Articles 6, 17 and 18 apply, the penalty shall be covered in the order of compensation.

4. If the application fee under paragraph (2) is not paid by the date specified by our hotel pursuant to the provisions of the same paragraph, the accommodation contract shall cease to be effective. However, it is only if the hotel notifies the guest about date of payment of the application fee.

**(Special provisions that require no payment of the application fee)**

**Article 4**

1. Notwithstanding the provisions of paragraph (2) of the preceding Article, our hotel may comply with a special agreement that requires no payment of the application fee set forth in the same paragraph after the conclusion of the contract.

2. In accepting the application for the accommodation contract, the hotel did not request payment of the application fee set forth in paragraph (2) of the preceding Article and did not specify the date of payment of the application fee
In that case, we will treat it as being in accordance with the special provisions set forth in the preceding paragraph.

**(Request for co-operation in measures to prevent infection in facilities)**

**Article 4-2** This hotel may request the co-operation of persons who wish to stay pursuant to the provisions of Article 42, paragraph (1) of the Ryokan Business Act (Act No. 138 of 1948)

**(Refusal of Conclusion of Accommodation Contract)**

**Article 5**Our hotel may not accept the conclusion of accommodation contracts in the following cases. However, this section does not mean that our hotel may refuse accommodation other than those listed in Article 5 of the Ryokan Business Act.

1. When the application for accommodation is not in accordance with these terms and conditions.
2. When there is no room available due to the full number of rooms (members).
3. When it is found that the person who intends to stay is likely to commit an act contrary to the provisions of laws and regulations, public order, or good manners and customs concerning the stay.
4. When a person who intends to stay is found to fall under (a) to (c) below.
5. An organized crime group prescribed in the Act on Prevention, etc. of Unjust Acts byOrganized Crime Group Members (Act No. 77 of 1993); an organized crime group prescribed in Article 2, item (vi) of the same Article
6. When an organized crime syndicate or gang member is a juridical person or other organization controlling business activities
7. A juridical person whose officers include a person who falls under the category of gang member
8. When a person who intends to stay has made a remarkable nuisance to other guests.
9. When the person who intends to stay is a patient, etc. with a specific infectious disease prescribed in Article 4-2, paragraph (1), item (ii) of the Ryokan Business Act (hereinafter referred to as "patient, etc. with a specific infectious disease").

(7) When violent acts of demand for accommodation are committed or burdensome beyond the reasonable limits (Act No. 65 of 2013 on the Promotion of Dissolution of Discrimination on the grounds of Disability by Persons intending to stay). Here in after referred to as the "Act on the Elimination of Discrimination against Persons with Disabilities") except in cases where social barriers are required to be removed pursuant to the provisions of Article 7(2) or Article 8(2)).

(8) When a person who intends to stay repeats the requirements specified in Article 5-6 of the Ordinance for Enforcement of the Ryokan Business Act as a request to the hotel that the burden associated with its implementation is too heavy and could seriously hinder the provision of accommodation services to other guests.

(9) When he/she is unable to stay due to natural disasters, facility failures, or other unavoidable reasons.
(10) When it is found that the person who intends to stay is a drunk person, etc. and is likely to cause serious inconvenience to other guests, or the guests may cause significant inconvenience to other guests.
When he/she has acted as if he/she had made a blunder. (Based on the provisions of Article 6 of the Osaka Prefectural Ordinance for Enforcement of the Ryokan Business Act)

**(Right of guest to cancel contract)**
**Article 5-2 (1)** A person who intends to stay may request the hotel to explain the reasons if　the hotel does not comply with the conclusion of the accommodation contract under the preceding Article.

**(Right of guest to cancel contract)**
**Article 6**
1. Guests may request our hotel to cancel the accommodation contract
2. If the hotel cancels all or part of the accommodation contract due to reasons attributable

 to the hotel (unless the hotel cancels the accommodation contract prior to the payment of the application fee by designating a payment date pursuant to Article 3(2)). However, if our hotel complies with the special provisions of Article 4, paragraph 1, it is only when our hotel informs our guests of the obligation to pay a penalty when the guest cancels the accommodation contract.

3.Even if the hotel has passed the estimated arrival time for 2 hours without the guest contacting us (reservations that do not specify the estimated arrival time are at the specified time by our hotel) If it does not arrive, the accommodation contract may be considered as canceled by the guest.

**(Right of our hotel to cancel the contract)
Article 7**1.The hotel may cancel the accommodation contract in the following cases. However, this section does not mean that the hotel may refuse accommodation in any case other than the one listed in Article 5 of the Ryokan Business Act.
(1) Provisions of laws and regulations for guests. When it is found that there is a risk of committing an act contrary to public order or the customs of good conduct, or when it is found that he/she has accompanied him/her.
(2) When a guest is deemed to fall under (a) to (c) below.
(a) An organized crime syndicate, gang members, members of an organized crime syndicate,

persons involved in an organized crime syndicate, and other anti-social forces.
(b) when an organized crime syndicate or gang member is a juridical person or other organization controlling business activities.
(c) when any juridical person whose officers fall under the category of gang members.
(3) When a guest has made a remarkable nuisance to another guest.
(4) When a guest is a patient with a specific infectious disease, etc.
(5) When a guest is asked to bear a burden beyond the reasonable scope of stay (a social obstacle under Article 7, paragraph (2) or Article 8, paragraph (2) of the Act on the Elimination of Discrimination against Persons with Disabilities) Except when the wall is required to be removed.)
(6) When a guest repeats the requirements specified in Article 5-6 of the Enforcement Regulations of the Ryokan Business Act as a requirement that the burden of the hotel's implementation is too heavy and could seriously hinder the provision of accommodation- related services to other guests.
(7) Cases where lodging is not permitted due to reasons irregular reasons such as natural disasters or calamities.
(8) When a guest is found to be likely to cause trouble to other guests because of being drunk.
(9) Failure to comply with the prohibitions of the rules of use (limited to those necessary for fire prevention) stipulated by the hotel, such as smoking in the guest room, mischief against fire-fighting equipment, etc.
2. When the hotel cancels the accommodation contract pursuant to the provisions of the preceding paragraph, there will be no charge for accommodation services, etc. that guests have not yet received.
**(Explanation of cancellation of accommodation contract)
Article 7-2** Guests may request our hotel to explain the reasons for cancellation of the

accommodation contract under the preceding Article.

**(Registration of Accommodation)**
**Article 8**
1. On the day of the stay, guests must register the following items at the front desk when they arrive at the hotel.
(1) Guest name, address and contact information
(2) For non-Japanese who do not have an address in Japan, nationality and passport number
(3) Other information or matters necessary to our hotel.
2. In the event that a guest intends to pay the fee under Article 12 by means of a travel check,

 accommodation voucher, credit card, etc. in exchange for currency, in advance, You will be required to present them at the time of registration set forth in the preceding paragraph.

**(Hours of use of guest rooms)**

**Article 9**

1.Guests can use our hotel rooms from 3 p.m. to 11 a.m. the next day. However, if you stay continuously, you can use it all day except for the arrival date and departure date.

2. Notwithstanding the provisions of the preceding paragraph, our hotel may accept the use of guest rooms outside the hours specified in the same paragraph. In this case, you will be charged an additional charge as determined by our hotel. However, if you exceed the maximum stay time set by our hotel, you will be charged for one night's stay.

3. Even if the guest room is occupied under the preceding two paragraphs, the hotel may enter the room for safety and hygiene management and take necessary measures.

**(Compliance with the Rules of Use)**

**Article 10** Guests will be asked to follow the rules of use established by our hotel and posted

 in the building.

**(Business Hours, etc.)**
**Article 11**
1. We will inform you of the business hours of our hotel facilities through information in the room.
2. The time set forth in the preceding paragraph may be temporarily changed if necessary.

 In that case, we will inform you in the appropriate way.

**(Payment of Fee)
Article 12**
1. The breakdown of the accommodation charges payable by guests is as specified in Appended Table 1.
2. Payment of accommodation fees, etc. set forth in the preceding paragraph shall be made by checking in by means of currency or travel checks, accommodation vouchers, credit cards, etc. approved by our hotel, when you apply for an extension of the stay period or when our hotel charges you, you will be asked to go to our front desk.
3. Even if the guest does not stay by own’s wish after our hotel provides the guest room, the guest will be charged for the accommodation.

**(Responsibility of our hotel)**
**Article 13** The Hotel shall compensate guests for any damages caused by the performance of the Accommodation Contract and any related Contracts or by default However, this will not apply if it is not due to reasons related to our hotel.
(**Handling of Contracted Rooms when it is impossible to provide them)**
**Article 14**
1. If our hotel is unable to provide guests with a contracted room, we will arrange other accommodations under the same conditions as much as possible with the guest's consent, except in cases of natural disasters or other difficulties.
2. Notwithstanding the provisions of the preceding paragraph, if other accommodation facilities cannot be Arranged, the hotel will pay the guest a compensation fee equivalent to the penalty, and the compensation fee will be used for the damages. However, if there is no reason attributable to our hotel for not being able to provide the guest room, we will not pay the guarantee fee.

**(Handling of Deposited Articles, etc.)
Article 15**
1. The hotel will compensate for any loss, damage, etc. of goods (excluding Article 15, paragraph 1) or cash or valuables left at the front desk by the guest (handed to our staff by the guest) except inevitable accident. However, for cash and valuables, our hotel will compensate for the damage up to 50,000 yen if the guest does not disclose the type and value.
2. Unless the hotel does it intentionally, the hotel will not be responsible for any loss, damage,

etc. of goods or cash or valuables brought into the hotel.

**(Storing guest's baggage or belongings)
Article 16**
1. If the guest's baggage arrives at our hotel prior to the stay, we will keep it responsibly only

if the hotel agrees to do so before it arrives, we will give it to the guests when guests check in at the front desk. We do not deposit cash or valuables.
2. If the guest's baggage or personal belongings are left in our hotel after the guest checks out, the hotel shall contact the owner and ask for instructions. However, if there is no owner's instruction or the owner is not known, it will be processed in accordance with the Lost and Found Act.

3. The provisions of paragraph (2) of the preceding Article shall apply to damages caused by loss, damage or theft of the guest's goods or cash and valuables.

**(Responsibility of Guests)**
**Article 17**
1. If the hotel suffers any damage due to the guest's intention or negligence, the guest must compensate the hotel for the damage.

**(Disclaimer regarding the use of computer communication)**

**Article 18**
When using the Internet, e-mail, etc. using personal computers, mobile phones, etc. from within our hotel, the customer will be responsible for any damages caused to the device due to system failure, radio failure, power failure, and other reasons during the use of the corresponding communication, our hotel is not responsible for any damages caused by the result. In addition, when using the correspondence service, our hotel will be able to use the service in case of damage to our hotel or a third party due to an act deemed inappropriate in advance or afterwards, we will compensate you for the damage.

**(Applicable Law and Dispute Resolution Clause)
Article 19**
1. These terms and conditions are interpreted in accordance with the laws of Japan, and even if there is a translation presented for reference in Japanese, only the original Japanese sentence shall be effective as a contract. The translation shall have no effect.
2. In the case of disputes arising out of or in connection with this Agreement, the guest and the hotel shall have jurisdiction over the location of the hotel in the court of Japan, the law of Japan. It shall be resolved in accordance with the order

Appended Table 1 Breakdown of Accommodation Charges, etc. (related to Article 12, paragraph (1))

|  |  |  |
| --- | --- | --- |
| The total amount to be paid by the guest | 　 | Cost breakdown |
| Accommodation charge | 1. Basic Accommodation Fee (Room Fee, Breakfast) |
| Additional charge | 2. Additional food and drink (food and other food and drink) 3. Other usage fees |
| Tax | consumption tax, bathing tax, etc. |

≪Remarks≫

1.The basic accommodation fee depends on the price list posted on our hotel website.
2. Children will be charged the same as adults in our hotel, but children under elementary school age who do not provide bedding and meals will not be charged. However, depending on the season and accommodation plan, children's and infant fees may be set. In this case, we will inform you by appropriate means.

Appended Table 2 Penalty (related to Article 6, paragraph 2)

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| 　 | No show | Same day | 1 day before | 7days before | 14 days before |
| 10 rooms or more | 100% | 100% | 100% | 80% | ― |

(Note)
1. Percentage (%) is the ratio of the penalty to the basic accommodation fee.
2. If the contract days are shortened, we will receive a penalty for one day (first night stay) regardless of the contract days.