

Terms & Conditions for Accommodation Contract

Article 1. (Scope of Application)

1. Accommodation Contract and related agreements to be entered into between this Facility and the Guest to be accommodated shall be subject to these Terms and Conditions. Any particulars not provided herein shall be governed by laws and regulations and/or generally accepted practices.

2. In the case when the Facility has entered into a special contract with the Guest insofar as such special contract does not violate laws and regulations and generally accepted practices the special contract shall take precedence over the provisions of these Terms and Conditions, notwithstanding the preceding Paragraph.

Article 2. (Application for Accommodation Contract)

1. A Guest who intends to make an application for an Accommodation Contract with the Facility shall notify the Facility of the following particulars:

- (1) Name of the Guest(s) and telephone number(s) (or mobile phone number(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 1)
- (4) Other particulars deemed necessary by the Facility.

2. If Guests request to extend their stay, during their stay, 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.

Article 3. (Conclusion of Accommodation Contracts, Accommodation Charges and Payment, etc.)

1. Accommodation Contract shall be deemed to have been concluded when the Facility has duly accepted the application as stipulated in the preceding Article. However, the same shall not apply where it has been proved that the Facility has not accepted the application.

2. The breakdown of the accommodation charge, etc. to be paid by the Guest shall be as listed in Appended Table 1.

3. When a lodging contract is concluded in accordance with the provisions of Paragraph 1, the accommodation charge, etc., mentioned in the preceding paragraph shall be paid in advance by the date and time specified by the Facility. The method of payment of the accommodation charge, etc. shall be in accordance with the method separately designated by the Facility.

4. The accommodation charge set forth in the preceding paragraph shall be appropriated in the order of penalty followed by compensation when a situation arises where the provisions of Articles 5 and 15 apply, and the remaining amount, if any, shall be returned.

5. If the Guest fails to pay the deposit by the date as stipulated in Paragraph 2, the Facility shall treat the Accommodation Contract as invalid.

6. In the event that a Guest does not voluntarily stay at the Facility after the Facility has provided the Guest with a room and the room is ready for use, the full amount of the accommodation charge shall be charged, and the prepaid accommodation charge, etc. as described in Paragraph 3 shall not be refunded.

Article 4. (Refusal of Accommodation Contract)

The Facility may not accept the conclusion of an Accommodation Contract under any of the following circumstances:

- (1) When the application for accommodation does not conform with the provisions of these Terms and Conditions.
- (2) When the Facility is fully booked and there is no vacancy.
- (3) When the Guest seeking accommodation is deemed liable to conduct himself/herself in a manner that will violate laws or act against the public order or good morals in regard to his/her accommodation.
- (4) When it is recognized that the person who intends to stay at the hotel falls under the following (a) to (c).
 - (a) Organized crime groups as defined in Article 2, Item 2 of the act on prevention, etc. of unjustifiable acts by organized crime groups (law No. 77 of 1991), members of organized crime groups as defined in Article 2, Item 6 of the same article, quasi-constituents of organized crime groups, persons related to organized crime groups, and other antisocial forces.
 - (b) When the applicant is a juridical person or other organization whose business activities are controlled by a crime syndicate or a crime syndicate member.
 - (c) A corporation whose officers are members of a crime syndicate.
- (5) When a person who intends to stay at the Facility behaves or says something that causes significant inconvenience to the neighbors of the Facility or guests of other facilities nearby.
- (6) When the Guest seeking accommodation can be clearly identified as carrying an infectious disease.
- (7) When the Facility and/or Facility staff are violently threatened or unreasonably burdened by the Guest.
- (8) When the Facility is unable to provide accommodation due to natural calamities, malfunction of facilities and/or other unavoidable causes.
- (9) When the case falls under the provisions of Article 5 of the “Okinawa Prefectural Ryokan Business Law Enforcement Ordinance”

Article 5. (Right to Cancel Accommodation Contract by the Guest)

1. The Guest is entitled to cancel the Accommodation Contract by notifying the Facility.
2. In the event that the Guest cancels all or part of the Accommodation Contract due to reasons attributable to the Guest, the Facility will charge a penalty fee in accordance with the provisions listed in Appendix 1.
3. The Facility may consider that the Accommodation Contract has been cancelled by the Guest when the Guest does not arrive at the reception place as specified in Article 7, Paragraph 1 even after 10:00 p.m. on the day of the stay (if the expected arrival time has been specified in advance, two hours after that time) without notifying the Facility.

Article 6. (Right to Cancel Accommodation Contract by the Facility)

1. The Facility may cancel the Accommodation Contract under any of the following circumstances:
 - (1) When the Guest is deemed liable for conduct and/or has conducted himself/herself in a manner that will violate laws or act against the public order and good morals in regard to his/her accommodation.
 - (2) When the Guest can be clearly identified as carrying an infectious disease.
 - (3) In the event of unreasonable claims or other demands for accommodation that exceed reasonable limits.
 - (4) When the Facility is unable to provide accommodation due to natural calamities and/or other causes of force majeure.
 - (5) When the case falls under the provisions of Article 5 of the “Okinawa Prefectural Ryokan Business Law Enforcement Ordinance”.
 - (6) When the Guest does not observe prohibited actions such as smoking in bed, tampers with fire-fighting facilities and otherwise breaches Facility Regulations stipulated by the Facility (restricted to particulars deemed necessary in order to avoid causing fires).
 - (7) When the Guest says or does something that causes significant inconvenience to other guests.
 - (8) When it is recognized that the person who intends to stay at the hotel falls under the following (a) to (c).
 - (a) Organized crime groups as defined in Article 2, Item 2 of the act on prevention, etc. of unjustifiable acts by organized crime groups (law No. 77 of 1991), members of organized crime groups as defined in Article 2, Item 6 of the same article, quasi-constituents of organized crime groups, persons related to organized crime groups, and other antisocial forces.
 - (b) When the applicant is a juridical person or other organization whose business activities are controlled by a crime syndicate or a crime syndicate member.
 - (c) A corporation whose officers are members of a crime syndicate.
2. If the Facility has canceled the Accommodation Contract in accordance with the preceding Paragraph, the Facility shall not charge the Guest for any of the services during the contractual period he/she has not received.

Article 7. (Registration)

1. The Guest shall register the following particulars the Front Desk of the Facility on the day of accommodation:
 - (1) Name, age, sex, address and occupation of the Guest(s)
 - (2) Nationality, passport number, port and date of entry in Japan
 - (3) Date and estimated time of departure
 - (4) Other particulars deemed necessary by the Facility.
2. If the Facility deems it necessary, The Guests are required to submit a copy of an identification card (passport, driver's license, health insurance card, etc.) issued by a public institution to prove (1) or (2) above.
3. If the Facility deems it necessary, the Guests are requested to register information regarding travel checks, accommodation tickets or credit cards in advance.

Article 8. (Occupancy Hours of Guest Rooms)

1. The Guests may use the guest rooms of this Facility from 3:00 p.m. on the day of arrival until 10:00 a.m. the following morning. However, in the case of consecutive stays, the Guest may use the room for the entire day except for the day of arrival and departure.
2. The Facility may, notwithstanding the provisions prescribed in the preceding Paragraph, permit the Guest to occupy the guest room beyond the time prescribed in the same Paragraph, in this case, extra charges shall apply as follows:
 - (1) Up to 3 hours: 33% of the room charge
 - (2) Up to 6 hours: 50% of the room charge
 - (3) More than 6 hours: 100% of the room charge

Article 9. (Observance of Facility Regulations)

The Guest shall observe the Facility Regulations established by the Facility. Facility Regulations are posted within the premises of the Facility.

Article 10. (Swimming Pool Opening Hours)

1. The swimming pool is available for use from 7:00 a.m. to 10:00 p.m. Do not use the pool outside of available hours. In addition, the Facility will not be held responsible for any use of the pool, including after-hours use, unless there is a reason attributable to the Facility.
2. The time set forth in the preceding paragraph may be changed temporarily when necessary or unavoidable. In such cases, we will notify you by an appropriate method.
3. In addition to the provisions of this article, the use of the swimming pool must be in accordance with the rules of use separately posted in the Facility by the Facility.

Article 11. (Liabilities of the Facility)

1. The Facility shall compensate the Guest for damage if the Facility 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 where such damage has been caused due to reasons for which the Facility is not liable.

2. The Facility has received a fire safety standard inspection certificate from the fire department, and it has taken out liability insurance for inns to deal with any accidents that may occur.

3. The Facility will not be held responsible for any unexpected or maintenance-related power outages, water outages, gas outages, etc. during your stay.

Article 12. (Handling when Unable to Provide Contracted Rooms)

1. The Facility 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 Facility shall pay the Guest a compensation fee equivalent to the cancellation charges and the compensation fee shall be applied to reparations.

However, the amount of compensation for damages for which the Facility is liable shall be limited to the relevant compensation fee.

3. Notwithstanding the provisions of the preceding paragraph, if there is no reason attributable to the Facility for not being able to provide a room, the Facility will not pay the compensation fee.

Article 13. (Handling of Deposited Articles)

1. The Facility does not provide a service to keep guests' belongings.

2. In the event of loss, damage, etc. caused by the willful misconduct or negligence of the Facility with regard to articles, cash, or valuables brought into the Facility by the Guest, the Facility will compensate for such damage. However, for items for which the type and value have not been specified in advance by the Guest, the Facility will compensate for the damage up to 150,000 yen.

3. The responsibility set forth in the preceding paragraph arises when it can be confirmed that the damage was caused by the intentional act or negligence of the Facility, and if these cannot be confirmed, the Facility will not be held responsible for any reason whatsoever.

Article 14. (Custody of Baggage and/or Belongings of Guest)

1. In the event that a Guest's baggage or personal belongings are left unattended at the Facility after the Guest has checked out, and the owner of the baggage or personal belongings is identified, the Facility shall contact the owner and request instructions from him/her.

However, if there are no instructions from the owner, valuables will be reported to the nearest police station within 7 days of discovery, and other items will be disposed of after 3 months. In addition, food,

drinks, cigarettes, magazines, etc. will be disposed of immediately.

2. In the case of the preceding paragraph, the Facility's responsibility for the custody of the Guest's baggage or personal belongings shall be in accordance with the provisions of paragraphs 2 and 3 of the preceding articles.

Article 15. (Liability of the Guest)

1. If the Facility, employees of the Facility, the owner of the Facility, or a third party suffers damage due to the willful misconduct or negligence of a Guest, the said Guest shall compensate the Facility and others for the damage.

2. In the event that the Facility incurs expenses for cleaning or repairing guest rooms, loss of sales opportunities, or other damages due to acts by the Guest in violation of these terms and conditions or the rules of use, or for other reasons attributable to the Guest, the Guest shall be required to compensate for the damages incurred by the Facility.

Article 16. (Liability in Regard to Parking)

When the Guest uses the Facility's parking lot, the Facility only lends the parking space and does not assume any responsibility for the storage of the vehicle. However, in the event of loss or damage to the vehicle caused by the Guest in the parking lot of the Facility, the Facility will compensate for the damage up to 100,000 yen, unless the damage is caused by willful misconduct or gross negligence, in which case the Facility will compensate for the damage.

Article 17 (Revisions to the Provisions)

This agreement may be revised at any time as necessary.

Appendix Table 1

Method of calculating the accommodation charge (related to Article 2, paragraph 1, Article 3, paragraph 2 and Article 12, paragraph 1)

		Descriptions
Total amount	Accommodation charge	<ul style="list-style-type: none"> ① Basic accommodation charge ② Service charge (① × 10%)
	Additional charge	<ul style="list-style-type: none"> ③ Food and beverage charges (or additional charges) and other usage charges ④ Service charge (③ × 10%)
	Tax	⑤ Consumption tax (including local consumption tax)

Notes.

In the event that the tax law is amended, the amended regulations shall apply.

Other charges, if any, will be due upon check-out.

Penalties (related to Article 5, Paragraph 2)

For reservations of 1 to 6 people

Date of receipt of notice of contract cancellation	Not staying	Today	Yesterday	3 days prior	7 days prior	21 days prior
Penalty rate	100%	100%	100%	50%	50%	20%

Notes.

- 01 The ratio of the penalty fee is to the basic accommodation charge.
- 02 If the number of days of stay is shortened, the penalty for the shortened number of days will be collected.
- If a cancellation policy is set for the accommodation plan when booking online, that policy will take precedence.