

Terms and Conditions for Accommodations

June 1, 2020

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(Scope of Application)

Article 1. Accommodation contracts and related agreements entered into by this hotel (hereafter the “Facility”) with guests shall be in accordance with the provisions of these Terms and Conditions, and any matters not provided for in these Terms and Conditions shall be in accordance with laws and regulations or generally established customs.

2. In the event that the Facility agrees to a special agreement, to the extent that it does not violate laws, regulations, and customs, such special agreement shall prevail, notwithstanding the provisions of the preceding paragraph.

(Requests for Accommodation Contracts)

Article 2. Persons who wish to request an accommodation contract with the Facility are requested to provide the following to the Facility:

- (1) Name(s) of guest(s)
- (2) Stay dates and estimated arrival time
- (3) Accommodation fees (as a general rule, based on the basic accommodation fees in Appendix 1)
- (4) Any other matters deemed necessary by the Facility

2. In the event that a guest requests to continue their stay beyond the date of stay stipulated in Item 2 of the preceding paragraph during their stay, the Facility shall treat such request as a new request for an accommodation contract at the time such request is made.

(Establishment, etc. of Accommodation Contracts)

Article 3. Accommodation contracts shall be considered to be established when the Facility accepts a request as described in the preceding article. However, this shall not apply in cases wherein the Facility demonstrates that it did not accept the request.

2. When an accommodation contract has been established pursuant to the provisions of the preceding paragraph, a deposit determined by the Facility shall be paid by the date designated by the Facility, within the limit of the basic fees for the period of stay (or three days if the period exceeds three days).

3. The deposit shall initially be applied to the accommodation fees ultimately payable by the guest, and if a situation arises in which the provisions of Articles 6 or 18 apply, the deposit shall be applied first to the cancellation charges, then to compensation, and any remaining amount shall be returned upon payment of fees in accordance with Article 12.

4. In the event that the deposit stipulated in Paragraph 2 is not paid by the date designated by the Facility, pursuant to the provisions of said Paragraph, the accommodation contract shall become null and void. However, this shall only apply in the event that the Facility has notified the guest to such effect when specifying the due date for payment of the deposit.

(Special Agreements Not Requiring Payment of a Deposit)

Article 4. Notwithstanding the provisions of Paragraph 2 of the preceding article, the Facility may accept special agreements that do not require payment of the deposit specified in the same paragraph after the contract is established.

2. In the event that the Facility does not request payment of the deposit as specified in Paragraph 2 of the preceding article, or does not specify the date of payment of said deposit when accepting a request for an accommodation contract, this shall

be treated as the Facility accepting a special contract as specified in the preceding paragraph.

(Rejection of Accommodation Contracts)

Article 5. The Facility reserves the right to reject accommodation contracts under the following circumstances:

- (1) If the request for accommodations is not in accordance with these Terms and Conditions.
- (2) If no rooms are available due to full occupancy.
- (3) If a prospective guest is deemed likely to behave in a manner contrary to the provisions of laws and regulations, public order, or good morals, with regard to the stay.
- (4) If a prospective guest of the Facility is deemed to fall under any of A. through C. below:
 - A. Organized crime groups as prescribed in Article 2, Item 2 of the Act on Prevention of Unjust Acts by Organized Crime Group Members (Act No. 77 of 1991) (hereinafter “organized crime groups”), members of organized crime groups as prescribed in Article 2, Item 6 of the same law (hereinafter “organized crime group members”), quasi-constituents of organized crime groups or persons related to organized crime groups, and other antisocial forces
 - B. Corporations or other organizations in which organized crime groups or organized crime group members control business activities
 - C. Corporations in which any officers fall under the category of organized crime group members
- (5) If a prospective guest has said or done something causing significant discomfort to other guests.
- (6) If a prospective guest is deemed to clearly have a contagious disease.
- (7) If a violent demand for accommodation is made, or a demand is made that exceeds a reasonable scope.
- (8) If it is impossible to accommodate guests due to natural disasters, non-functioning facilities, or other unavoidable reasons.
- (9) If a case falls under the provisions of Article 11 of the Ishikawa Prefectural Ordinance for the Enforcement of the Hotel Business Act.

(Guests' Right to Terminate Contracts)

Article 6. Guests may terminate their accommodation contract by making a request to the Facility.

2. In the event that a guest cancels all or part of their accommodation contract due to causes for which the guest is liable (except in the event that the Facility has designated a date for payment of the deposit and requested payment thereof in accordance with Article 3, Paragraph 2, and the guest has canceled the accommodation contract prior to such payment), the guest shall pay cancellation charges as set forth in Appendix 2. However, in the case when a special contract as prescribed in Article 4, Paragraph 1 has been concluded, the same shall apply only when the guest is informed of the obligation of payment of cancellation charges in case of cancellation by the guest.
3. In the event that a guest does not arrive at the Facility by 7:00 p.m. on the day of their stay (or two hours after the estimated time of arrival, if such time has been specified in advance), without contacting the Facility, then the Facility may deem the accommodation contract to have been canceled by the guest.

(The Facility's Right to Terminate Contracts)

Article 7. The Facility reserves the right to terminate accommodation contracts under the following circumstances:

- (1) If a guest is deemed likely to behave in a manner contrary to the provisions of laws and regulations, public order, or good morals in connection with their stay, or if a guest is deemed to have committed such an act.
- (2) If a guest of the Facility is deemed to fall under any of A. through C. below:
 - A. Organized crime groups, organized crime group members, quasi-constituents of organized crime groups or persons

related to organized crime groups, and other antisocial forces

B. Corporations or other organizations in which organized crime groups or organized crime group members control business activities

C. Corporations in which any officers fall under the category of organized crime group members

(3) If a guest has said or done something causing significant discomfort to other guests.

(4) If a guest is deemed to clearly have a contagious disease.

(5) If a violent demand for accommodation is made, or a demand is made that exceeds a reasonable scope.

(6) If it is impossible to accommodate guests due to natural disasters or other unavoidable reasons.

(7) If a case falls under the provisions of Article 11 of the Ishikawa Prefectural Ordinance for the Enforcement of the Hotel Business Act.

(8) If a guest does not comply with the prohibition on smoking in guest rooms, tampers with firefighting equipment, or disobeys other rules of use established by the Facility (limited to particulars deemed necessary in order to prevent fires).

2. In the event that the Facility cancels an accommodation contract pursuant to the provisions of the preceding paragraph, the guest shall not be charged for any accommodation services, etc. that have not yet been provided.

(Registration of Accommodations)

Article 8. Guests are required to register the following at the front desk of the Facility on the day of their stay:

(1) Name, age, gender, telephone number, address, and occupation of guests

(2) For guests from foreign countries, nationality, passport number, and place and date of entry into Japan

(3) Check-out date and expected check-out time

(4) Any other matters deemed necessary by the Facility

2. If a guest intends to pay fees in accordance with Article 12 using traveler's checks, a room voucher, a credit card, or any other method of payment in lieu of cash, the guest must present such payment method in advance, at the time of the registration described in the preceding paragraph.

(Usage Time of Guest Rooms)

Article 9. As a general rule, guests may use guest rooms at the Facility from 3:00 p.m. until 10:00 a.m. the following morning, unless otherwise specified by a special plan. However, when guests stay for consecutive nights, the guest room may be used for the entire day, except on the arrival date and the check-out date.

2. Notwithstanding the provisions of the preceding paragraph, in some cases, the Facility may accommodate the use of rooms outside the hours stipulated in the same paragraph. In such cases, the following additional charges shall apply:

(1) For overstays of up to three hours, one third of the room rate (or 33% of an amount equivalent to the room rate)

(2) For overstays of up to six hours, one half of the room rate (or 50% of an amount equivalent to the room rate)

(3) For overstays of six hours or more, the full room rate (or 100% of an amount equivalent to the room rate)

(Compliance with Rules of Use)

Article 10. While at the Facility, guests are to follow the rules of use stipulated by and posted at the Facility.

(Business Hours)

Article 11. The business hours of the main facilities of the Facility are as follows. Detailed information on the business hours of other facilities can be found in the brochures provided, on notices posted in various places, in the service directory

in the guest rooms, etc.

(1) Front desk: 9:00 a.m. to 7:00 p.m.

(2) Nighttime emergency contact: 7:00 p.m. to 9:00 a.m. the following morning (mobile phone)

2. The business hours described in the preceding paragraph may be changed temporarily for unavoidable reasons, in which case the guest will be notified by proper means.

(Payment of Fees)

Article 12. A breakdown of accommodation fees, etc. to be paid by guests is shown in Appendix 1.

2. Payment of the accommodation fees, etc., as set forth in the preceding paragraph shall be made at the front desk at the time of guest check-out or when requested by the Facility, in cash or via another method of payment in lieu of cash, such as a credit card.

3. Once the Facility has provided a room to a guest and made it available for use, the accommodation fees shall apply even if the guest voluntarily does not stay at the Facility.

(Responsibilities of the Facility)

Article 13. In the event that the Facility causes losses to a guest in the performance of the accommodation contract and related agreements, or in the non-fulfillment of such agreements, the Facility shall provide compensation for such losses. However, this shall not apply in cases where the reason is not attributable to the Facility.

2. The Facility is covered by hotel liability insurance, in case of a fire or other disaster.

(Handling of Cases in Which the Room under Contract Cannot Be Provided)

Article 14. In the event that the Facility is unable to provide a guest with the room under contract, the Facility shall, with guest consent, arrange for other accommodations under the same conditions to the extent possible.

2. Notwithstanding the provisions of the preceding paragraph, if the Facility cannot find other accommodations for the guest, the Facility shall pay compensation to the guest in an amount equivalent to the cancellation charges, which shall be applied to the amount of compensation for losses. However, if the Facility is unable to provide the room for reasons not attributable to the Facility, no compensation shall be paid.

(Handling of Deposited Articles, etc.)

Article 15. In the event of loss, damage, or other form of losses related to articles, cash, or valuables deposited at the front desk by a guest, the Facility shall provide compensation for such losses, except in cases where such damage is caused by unavoidable reasons. However, in the event that the Facility requests that the type and/or value of cash and/or valuables be disclosed, and the guest fails to do so, the Facility shall provide compensation of no more than ¥10,000 for losses.

2. In the event of loss, damage, or other form of losses caused by the Facility's willful misconduct or negligence toward articles, cash, or valuables that the guest brought into the Facility but did not deposit at the front desk, the Facility shall provide compensation for such losses. However, in cases where the type and value of the item(s) lost/damaged were not disclosed by the guest in advance, the Facility shall provide compensation for losses of no more than ¥10,000, except in cases of willful misconduct or gross negligence on the part of the Facility.

(Storage of Guests' Baggage and/or Personal Belongings)

Article 16. In the event that a guest's baggage arrives at the Facility prior to the guest's stay, the Facility shall take responsibility for storage of the baggage only in the event that the Facility has agreed to this prior to the arrival of the

baggage, and the Facility shall hand over such baggage to the guest when the guest checks in at the front desk.

2. In the event that a guest has left behind at the Facility their baggage or personal belongings after checking out, and the ownership of the item(s) has been identified, the Facility shall inform the owner of the item(s) left and ask for further instructions. However, if there are no instructions from the owner, or if the owner is not identified, the item(s) shall be kept for seven days, including the date of discovery, then disposed of by the Facility. Food (including beverages) will be disposed of on the day of discovery.

3. In the cases established in the preceding two paragraphs, the responsibility of the Facility for storage of the guest's baggage or personal belongings shall conform to the provisions of Paragraph 1 of the preceding article in the case of the first paragraph, and to the provisions of Paragraph 2 of the same article in the case of the preceding paragraph.

(Guest Responsibilities)

Article 17. In the event that the Facility suffers losses due to the willful misconduct or negligence of a guest, said guest shall provide compensation to the Facility for such losses.

Appendix 1: Breakdown of Accommodation Fees, etc. (Referenced in Article 2, Paragraph 1 and Article 12, Paragraph 1)

		Breakdown
Total Amount to Be Paid by Guest(s)	Accommodation Fees	1. Basic accommodation fees (room charge) Fees for children shall apply to preschool children under five years of age; however, fees equivalent to adult rates will be charged when bedding, etc. equivalent to that of an adult is provided. No charge is required for up to two children for whom bedding is not provided.
	Additional Fees	2. Additional services (meals, tour arrangements, etc.)
	Tax	A. Consumption tax B. Accommodation tax

Appendix 2: Cancellation Charges (Referenced in Article 6, Paragraph 2)

Date of Receipt of Notice of Contract Cancellation		Failure to Show	Day Of	1 Day Before	2 Days Before	3 Days Before
No. of Guests under Contract						
Individual Guest	Up to 14	100%	100%	100%	100%	100%
Group	15-46	100%	100%	100%	100%	100%

Notes:

1. Percentages shown indicate what percentage of the basic accommodation fees the cancellation charges are equivalent to.
2. If the number of days stayed under a contract is reduced, a cancellation charge for one day (the first day) shall apply, regardless of the number of days reduced.
3. When part of a group booking of 15 or more guests is canceled, no cancellation charge shall apply for a number of guests equal to 10% of the group (rounded up to the nearest person) as of 10 days before the stay (or if the accommodation request is accepted after that date, as of the date of acceptance).