

Terms and Conditions for Accommodation Contracts

Scope of Application

Article 1

Contracts for Accommodation and related agreements between this Hotel and the Guest shall be subject to the following

Terms and Conditions. Anything not included within the following list 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 Guest 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 Terms and Conditions.

Application for Accommodation Contracts

Article 2

A Guest who intends to apply 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); and
 - (4) Other particulars deemed necessary by the Hotel.
2. In the case when the Guest requests, during the Guest's stay, extension of the accommodation 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.

Conclusion of Accommodation Contract, etc.

Article 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 shall not apply when it has been proved that the Hotel has not accepted the application.

2. When a Contract for Accommodation has been concluded in accordance with the provisions of the preceding Paragraph, the Guest is requested to pay an accommodation deposit fixed by the Hotel within the limits of 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.
3. The deposit shall be first used for the Total Accommodation Charges to be paid by the Guest, then secondly for the cancellation charges under Article 6, and thirdly for the reparations under Article 18 as applicable, and the remainder, if any, shall be refunded at the time of the payment of the Accommodation Charges as stated in Article 12.
4. When the Guest has failed to pay the deposit by the date as stipulated in Paragraph 2 of Article 3, the Hotel shall treat the Accommodation Contract as invalid. However, the same shall apply only in the case where 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

Notwithstanding the provisions of Paragraph 2 of the preceding Article, the Hotel may enter into a special contract requiring no accommodation deposit after the Contract has been concluded as stipulated in the same Paragraph.

2. In the case when the Hotel has not requested the payment of the deposit as stipulated in Paragraph 2 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 treated as if the Hotel had 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 cases:

- (1) When the application for accommodation does not conform to the provisions of these Terms and Conditions;
- (2) When the Hotel is fully booked and no room is available;
- (3) When the Guest seeking accommodation is deemed liable to act in a manner that will contravene the laws or act against the public order or good morals in regard to the Guest's accommodation;

- (4) When the Guest seeking accommodation is clearly detected to be carrying an infectious disease;
- (5) When the Hotel is requested to assume an unreasonable burden in regard to the Guest's accommodation;
- (6) When the Hotel is unable to provide accommodation due to natural calamities, malfunction of the facilities and/or other unavoidable causes;
- (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 Guest seeking accommodation has breached articles (3), (5), (7), or (8) of the Terms and Conditions for Accommodation Contracts of the Hotel or other Hotel in the past;
- (10) When the Guest seeking accommodation is a gang member, or is part of or related to an organization associated with gangs;
- (11) When the Guest seeking accommodation is associated with a corporation or organization whose board members or members are identified as gangsters and who control business;
- (12) When the Guest seeking accommodation is part of or a member of an antisocial group that threatens the order and safety of society;
- (13) When conforming to the cases stipulated by Prefectural Ordinance;
- (14) When it is proven that the Guest has no financial ability to compensate for the services.
- (15) When the Guest otherwise fails to abide by the House Regulations established by the Hotel.

Right to Cancel Accommodation Contracts by the Guest

Article 6

The Guest is entitled to cancel the Accommodation Contract by notifying the Hotel.

2. In the case when the Guest has cancelled the Accommodation Contract in whole or in part due to causes for which the Guest is liable (except in the case when the Hotel has requested the payment of the deposit during the specified period as prescribed in Paragraph 2 of Article 3 and the Guest has cancelled before the payment), the Guest shall pay cancellation charges as listed in the Attached Table No. 2. However, in the case when 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 the case when the Guest does not appear by 8 p.m. of the accommodation date (or 2 hours after the expected time of arrival if the Hotel is notified of such) without an 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

The Hotel may cancel the Accommodation Contract under any of the following cases. Furthermore, the Hotel assumes no responsibility for damages incurred from cancellations of the Accommodation Contract conducted in accordance to this Article.

- (1) When the Guest corresponds to any of the items listed in Article 5 of the Terms and Conditions for Accommodation Contracts, or when such a connection is discovered during the Guest's stay.
- (2) When the Guest does not abstain from prohibited actions such as smoking in bed, tampering with the fire-fighting facilities and other prohibitions of the Use Regulations stipulated by the Hotel (restricted to particulars deemed necessary in order to avoid the causing of fires).

2. In the case when 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 did not receive during the contractual period.
- (1) When the Guest is deemed liable to conduct and/or have conducted himself/herself in a manner that will contravene the laws or act against the public order and good morals in regard to his/her accommodation;
 - (2) When the Guest can be clearly detected as carrying an infectious disease;
 - (3) When the Hotel is requested to assume an unreasonable burden in regard to his/her accommodation;
 - (4) When the Hotel is unable to provide accommodation due to natural calamities and/or other causes of force majeure;
 - (5) When the Guest seeking accommodation, owing to heavy intoxication or other reasons, is liable to cause annoyance to other and/or, in fact, conducts himself/herself in a disorderly manner and disturbs or annoys other guests. (The provisions of Article No.14 of Kumamoto Prefecture Ordinance)

Registration

Article 8

The Guest shall register the following particulars at the front desk of the Hotel on the day of accommodation.

- (1) Name, age, sex, address and occupation of the Guest(s);
 - (2) For non-Japanese Guest(s); nationality, passport number, port and date of entry into Japan
 - (3) ate and estimated time of departure; and
 - (4) Other particulars deemed necessary by the Hotel.
2. All Guests of foreign nationality who do not reside within Japan will be asked to leave a photocopy of their passport with the Front Desk.
3. In the case when the Guest intends to pay the Guest's Accommodation Charges prescribed in Article 12 by any means other than Japanese currency, such as traveler's checks, coupons or credit cards, these credentials shall be shown in advance at the time of the registration prescribed in the preceding Paragraph.

Occupancy Hours of Guest Rooms

Article 9.

The Guest is entitled to occupy the contracted guest room of the Hotel from 2:00 p.m. to noon the next 11:00 a.m. However, in the case when the Guest is accommodated 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 House Rules

Article 10.

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

Business Hours

Article 11.

Please refer to Video On Demand for business hours such as the main facilities of this Hotel.

Payment of Accommodation Charges

Article 12.

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, coupons, 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 the Guest's disposal.

Liabilities of the Hotel

Article 13.

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

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

Procedure when unable to provide Contracted Rooms

Article 14.

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 15.

The Hotel shall compensate the Guest for the damage when loss, breakage or other damage is caused to the goods cash or valuables deposited at the front desk by the Guest, except in the case when this has occurred due to causes of force majeure. However, for cash and valuables, when the Hotel has requested the Guest to report its kind and value but the Guest has failed to do so, the Hotel shall compensate the Guest within the limits of 200,000 yen.

2. The Hotel shall compensate the Guest for the damage when loss, breakage or other damage is caused, through intention or negligence on the part of the Hotel, to the goods which are brought into the premises of the Hotel by the Guest but are not deposited at the front desk.
3. However, regarding the liabilities of the Hotel prescribed in the preceding two paragraphs, the Hotel shall compensate the Guest within the limits of 200,000 yen when the Guest has failed to report the kind and value of the goods.

Custody of Baggage and/or Belongings of the Guest

Article 16.

When the baggage of the Guest is brought into the Hotel before the Guest's arrival, the Hotel shall be liable to keep it only when 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 the Guest's check-in.

2. When the baggage or belongings of the Guest are found left behind after the Guest's 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. When no instruction is given to the Hotel by the owner or when the ownership is not identified, the Hotel shall keep the article for 7 days including the day it is found, and after this period, the Hotel shall turn it over to the nearest police station.
3. The liabilities of the Hotel regarding custody of baggage and/or belongings of the Guest prescribed in the preceding two paragraphs shall conform to the provisions of Paragraph 1 and Paragraph 3 of the preceding article for Paragraph 1 of this article, and to the provisions of Paragraph 2 and Paragraph 3 of the same preceding article for the preceding paragraph of this article.

Liability in Regard to Parking

Article 17.

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 it shall be regarded that the Hotel simply offers the space for parking, whether the key of the vehicle has been deposited at the Hotel or not. However, the Hotel shall compensate the Guest for 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 18.

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

Governing Language

Article 19.

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.

Jurisdiction and Applicable Laws

Article 20.

Any dispute arising from/or in relation to these Provisions shall be referred to the Japanese court having jurisdiction over the location of this Hotel and resolved in accordance with applicable Japanese laws.

Attached Table No.1

The breakdown of the Accommodation charges, etc. (Ref. Paragraph 1 of Article 2, and Paragraph 1 of Article 12)

Total amount to be paid by the Guest

Accommodation Charges

- ① Basic Accommodation Charges (Room Charges)
- ② Service Charge ((1) × 10%)

Extra Charges

- ③ Meals & Drinks (or Extra Meals & Drinks)
- ④ Service Charge ((3) × 10%)
- ⑤ Other Expenses

Taxes

- ⑥ Consumption Tax

Remarks of Table No. 1:

1. Basic Accommodation Charge is based on the tariffs, which are posted in this Hotel.
2. Other expenses under (5) include telephone charge with facility service charge, laundry charges, etc.
3. The applicable charge for an extra bed, if requested, shall be added to above.
4. Those charges are subject to change to revisions of the Tax Laws concerned.

Attached Table No.2

Cancellation charge for Hotel (Ref. Paragraph 2 of Article 6)

up to 5

No show . . . 100%

Accommodation Day . . . 80%

1 Day Prior to Accommodation Day . . . 20%

Group 6 to 99

No show . . . 100%

Accommodation Day . . . 80%

1 Day Prior to Accommodation Day . . . 20%

9 Days Prior to Accommodation Day . . . 10%

100 and more

No show . . . 100%

Accommodation Day . . . 80%

1 Day Prior to Accommodation Day . . . 20%

9 Days Prior to Accommodation Day . . . 20%

20 Day Prior to Accommodation Day . . . 10%

Remarks to Table No.2 :

1. The percentages signify the rate of cancellation charge to the Basic Accommodation Charge.
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. The hotel's Room Reservation is the contact when part of a group booking (consisting of 6 persons or more) is cancelled.
4. However, if separate/individual group contracts have been previously signed, these prior arrangements will take precedence.

Waiver for Computer Communication Service

Article 21.

Please be informed that we are not responsible for any possible damage that may be caused by a system failure or for other reasons while the computer communication services are being used. In addition, the Guest may be required to compensate the Hotel and a third party for any possible damage caused by acts that we judge to be an inappropriate use of our computer communication system.