

TERMS & CONDITIONS FOR ACCOMMODATION

(Scope of Application)

Article 1

1. Contracts for Accommodation and related agreements which are made between this hotel and the Guest shall be subject to the following Terms and Conditions. Any particulars that will not be provided herein 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 this Terms and Conditions.

(Application for Accommodation Contract)

Article 2

1. A guest who intends to make an application 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 (in accordance with, as a matter of principle, the Basic Accommodation Charges listed in Attached Table 1)
- (4) Other particulars deemed necessary by the Hotel

2. In the case when a Guest requests, during the 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 point when such request is made.

(Conclusion of Accommodation Contract, etc)

Article 3

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

2. When an Accommodation Contract 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 the 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. In case of incidents as defined by Article 6 and/or 18, penalty shall be first used, then secondly the compensation shall be appropriated 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, 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 payment dead line of the deposit is specified.

(Special Contract not Requiring any Accommodation Deposit)

Article 4

1. Notwithstanding the provisions of Paragraph 2 of the preceding Article, the Hotel may accept a special contract requiring no accommodation deposit even after the Contract has been concluded.
2. In the case where 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 when the application for an Accommodation Contract has been accepted, it shall be treated as that the Hotel has accepted a special contract prescribed in the preceding Paragraph.

(Refusal of Accommodation Contract)

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 a person requesting accommodation is deemed liable to conduct himself/herself in a manner that will contravene the laws or act against the public order or good morals in regard to his/her accommodation;
- (4) When a person requesting accommodation can be clearly detected as carrying an infectious disease;
- (5) When the Hotel is requested to assume an unreasonable burden in regard to his/her 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 Regulations of Kyoto prefecture are applicable.

(Right to Cancel Accommodation Contract for the Guest)

Article 6

1. The Guest is entitled to cancel the Accommodation Contract by so 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 that 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 Attached Table 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 (3 hours after the expected time of arrival if the Hotel is notified of it) without an advance notice, the Hotel may regard the Accommodation Contract as being cancelled by the Guest.

(Right to Cancel Accommodation Contract by the Hotel)

Article 7

1. The Hotel may cancel an Accommodation Contract in any of the following cases:

- (1) When the Guest is deemed liable to conduct and/or has conducted himself/herself in a manner that will contravene the laws or act against the public order and morals during his/her accommodation;
- (2) When the Guest can be clearly detected as having 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 accommodations due to natural calamities and/or other causes of force majeure;
- (5) When the Regulations of Kyoto prefecture are applicable.
- (6) When the Guest, does not observe prohibited actions such as smoking in bed, mischief to 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 canceled the Accommodation Contract in accordance with the preceding Paragraph, the Hotel shall not be entitled to charge the Guest for any of the services in future which he/she has not received during the contractual period.

(Registration for Accommodation)

Article 8

1. The Guest shall register the following particulars at the Reception of the Hotel on the day of accommodation:

- (1) Name, age, sex, address and occupation of the Guest(s)
 - (2) For foreign guests, nationality, passport number, port and date of entry into Japan
 - (3) Date and estimated time of departure
 - (4) Other particulars deemed necessary by the Hotel
2. In the case when the Guest intends to pay his/her accommodation charges prescribed in Article 12 by 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 registration which has been prescribed in the preceding Paragraph.

(Occupancy Hours of Guest Rooms)

Article 9

1. The Guest is entitled to occupy the contracted guest room from 3 p.m. to 10 a.m. of the following day. However, when the Guest is accommodating continuously, the Guest may occupy it all day long, except for the arriving and departing day.
2. Notwithstanding the provisions prescribed in the preceding Paragraph, the Hotel may permit Guests to occupy the room beyond the time prescribed in this Paragraph. In this case, extra charges shall be paid as follows:
 - (1) Up to 3 hours: 30% of the amount equivalent to the room charge (1/3 of the room charge)
 - (2) Up to 6 hours: 50% of the amount equivalent to the room charge (1/2 of the room charge)
 - (3) More than 6 hours: 100% of the amount equivalent to the room charge (full room charge)
3. The amount equivalent to the room charge of the preceding Paragraph shall be equal to 70% of the Basic Accommodation Charges.

(Observation of Use Regulations)

Article 10

The Guest shall observe the Hotel's Use Regulations which is posted within the premises of the Hotel

(Operating Hours)

Article 11

1. The operating hours of major facilities of the Hotel are as follows. For details of the operating hours of other facilities, etc, please refer to the brochures provided, the notice posted at each places, the Hotel Service Directory in the guest room, and so on.
 - (1) Service hours of Reception, Cashier, etc.:
 - a. Door closing time 11:30p.m.
 - b. Reception From 7a.m. to 10a.m. , From 3p.m. to 11p.m.
 - (2) Service hours for dining, drinking, etc. (at facilities):
 - a. Breakfast From 7a.m. to 8:30a.m.
 - b. Dinner From 6p.m. to 7:30p.m.
2. The operating hours specified in the preceding Paragraph may be temporary changed due to unavoidable causes. In that case, the Guest shall be informed by appropriate means.

(Payment for Accommodation)

Article 12

1. The breakdown of the accommodation charges, etc. that the Guest shall pay are as listed in Attached Table 1.
2. Accommodation charges, etc. as stated in the preceding Paragraph shall be paid at the Reception with Japanese currency or by means other than Japanese currency such as

traveler's checks, coupons, and credit cards recognized by the Hotel at the time of the departure or at the time upon request from the Hotel

3. Accommodation charges shall be paid even if the Guest voluntarily does not utilize the guest room which is provided for him/her by the Hotel and is at his/her disposal.

(Liabilities of the Hotel)

Article 13

1. The Hotel shall compensate the Guest for the damage if the Hotel has caused such damage to the Guest in the fulfillment or the non-fulfillment of the Accommodation Contract and/or related agreements. However, the same shall not apply in the case when such damage has been caused due to reasons for which the Hotel is not liable.

2. On top of receiving the "PASS MARK" (Certificate of Excellence of Fire Prevention Standard issued by the fire authority), the Hotel is also covered by the Hotel Liability Insurance in order to deal with unexpected fire and/or other disasters.

(Handling when Unable to Provide Contracted Rooms)

Article 14

1. The Hotel shall, when unable to provide contracted room(s), arrange accommodations of the same standard elsewhere for the Guest insofar as practicable with the consent of the Guest.

2. When arrangement of other accommodations 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 reparation. However, when the Hotel cannot provide accommodation due to causes for which the Hotel is not liable, the Hotel will not pay the compensation fee to the Guest.

(Handling of Deposited Articles)

Article 15

1. The Hotel shall compensate the Guest for the damage when loss, breakage or other damage is caused to the goods, cash or valuables which are deposited at the reception, except in case that the damage has been caused due to causes of force majeure. However, for cash and valuables, when the Hotel has requested the Guest to report its kind and value though the Guest has failed to do so, the Hotel shall compensate the Guest within the limit of 150,000 Yen.

2. The Hotel shall compensate the Guest for the damage when loss, breakage or other damage is caused, intentionally or negligently on the part of the Hotel, to the goods, cash or valuables which are brought into the premises of the Hotel by the Guest but which are not being deposited at the reception. However, for articles of which the kind and value have not been reported in advance by the Guest, the Hotel shall compensate the Guest within the limits of 30,000 Yen, except in case where loss or damage was caused intentionally or by gross negligence on the part of the Hotel.

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(Custody of Baggage and/or Belongings of the Guest)

Article 16

1. When the baggage of the Guest is brought into the Hotel before his/her arrival, the Hotel shall be liable to keep and to hand it over to the Guest at the Reception at the time of his/her check-in only if the Hotel has agreed to do so in advance.
2. When the baggage or belongings of the Guest is found left after check-out and the ownership of the article is confirmed, the Hotel shall inform the owner of the article left and ask for further instructions. However, when no instruction is given to the Hotel by the owner or when the ownership is not confirmed, the Hotel shall keep the article for 7 days including the day it has been found, and after this period, the Hotel shall hand it over to the nearest police station.
3. The Hotel's liability in regard to the custody of the Guest's baggage or belongings in the case of the preceding two Paragraphs shall be assumed in accordance with the provisions of Paragraph 1 of the preceding Article in the case of Paragraph 1, and with the provisions of Paragraph 2 of the same article in the case of the preceding Paragraph.

(Liability of the Guest)

Article 17

The Guest shall compensate the Hotel for any damage caused intentionally or negligently on the part of the Guest.

Attached Table 1

		Breakdown
Total amount to be paid by the Guest	Accommodation charges	(1) Basic accommodation charge (room charge + breakfast & dinner) (2) Service charge ((1) x10%)
	Extra charges	(3) Extra charges (extra meals & drinks other than breakfast & dinner) and other expenses (4) Service charge ((3) x 10%)
	Tax	a. Consumption tax b. Spa tax (At hot spring resorts only)

Remarks

1. Basic Accommodation Charge is based on the tariffs, which are posted the reception and guest room.
2. A child's charge for elementary school children and younger children is as follows:
If a child takes meals and uses bedding on the same basis as an adult: 70% of the adult's charge:

If a child takes children's meals and uses bedding for children: 50% of the adult's charge;
 If a child only uses bedding for children: 30% of the adult's charge;

Attached Table 2

	no show	current day	1 day before	2 days before	3 days before	5 days before	7 days before	8 days before	14 days before	15 days before	30 days before
up to 14 guests	100%	100%	50%	30%	20%	-	-	-	-	-	-
15-30 guests	100%	100%	50%	3%	30%	20%	-	-	-	-	-
31-100 guests	100%	100%	80%	50%	30%	30%	20%	20%	10%	-	-
101 or more	100%	100%	80%	50%	50%	30%	30%	25%	15%	15%	10%

(Note)

1. The percentage signifies the rate of the Penalty to the Basic Accommodation Charge.
2. In the case that the number of days for accommodation is shortened, penalty for one day (the first day of accommodation) shall be charged, regardless of the number of days reduced.
3. When a part of a group booking (for 15 persons or more) is cancelled, the cancellation charge shall not be charged for the number of persons equivalent to 10 % of the number of persons booked as of 10 days prior to the occupancy (when accepted less than 10 days prior to the occupancy, as of the date) with fractions counted as a whole number,
4. The authentic text of the accommodation agreement is written in Japanese.