

***Scope of Application**

Article 1. Contracts for Accommodation and related agreements to be entered into between this Hotel/Ryokan and the Guest to be accommodated shall be subject to these Terms and Conditions. And any particulars not provided for herein shall be governed by laws and regulations and/or generally accepted practices.

2. In the case when the Hotel/Ryokan 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 make an application for an Accommodation Contract with the Hotel/Ryokan shall notify the Hotel/Ryokan 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 I the AttachedTable No.1);
- (4) Other particulars deemed necessary by the Hotel/Ryokan.

2. In the case when the Guest requests, during his stay, extension of the accommodation beyond the dated 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 Contracts, etc.

Article 3. A Contract for Accommodation shall be deemed to have been concluded when the Hotel/Ryokan has duly accepted the application as stipulated in the preceding Article. However, the same shall not apply where it has been proved that Hotel/Ryokan 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/Ryokan 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/Ryokan.

3. The deposit shall be first used for the Total Accommodation Charged to be paid 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, the Hotel/Ryokan shall treat the Accommodation Contract as invalid. However, the same shall apply only in the case where the Hotel/Ryokan thus informs the Guest 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/Ryokan 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/Ryokan 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 that the Hotel/Ryokan has accepted a special contract prescribed in the preceding Paragraph.

Refusal of Accommodation Contracts

Article 5. The Hotel/Ryokan may not accept the conclusion of an Accommodation Contract under any of the following cases:

- (1) When the application for accommodation does not conform with the provisions of these Terms and Conditions;
- (2) When the Hotel/Ryokan is fully booked and no room is available;
- (3) When the Guest seeking accommodation is deemed liable to conduct himself in a manner that will contravene the laws or act against the public order or good morals in regard to his accommodation;
- (4) When the Guest seeking accommodation can be clearly detected as carrying an infectious disease;
- (5) When the Hotel/Ryokan is requested to assume an unreasonable burden in regard to his accommodation;
- (6) When the Hotel/Ryokan is unable to provide accommodation due to natural calamities, disjunction of the facilities and/or other unavoidable causes;
- (7) When the provisions of Paragraph Article 4 of HYOGO Metropolitan/Prefectural Ordinance No are applicable.

Right to Cancel Accommodation Contracts by the Guest

Article 6. The Guest is entitled to cancel the Accommodation Contract by so notifying the Hotel/Ryokan.

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/Ryokan 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 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 arrive by 8 p.m. of the accommodation date (2 hours after the expected time of arrival if the Hotel/Ryokan is notified of it) without an advance notice, the Hotel/Ryokan may regard the Accommodation Contract as being cancelled by the Guest.

Right to Cancel Accommodation Contracts by the Hotel/Ryokan

Article 7. The Hotel/Ryokan may cancel the Accommodation Contract under any of the following cases;

- (1) When the Guest is deemed liable to conduct and/or have conducted himself in a manner that will contravene the laws or act against the public order and good morals in regard to his accommodation;
- (2) When the Guest can be clearly detected as carrying an infectious disease;
- (3) When the Hotel/Ryokan is requested to assume an unreasonable burden in regard to his accommodation;
- (4) When the Hotel/Ryokan is unable to provide accommodation due to natural calamities and/or other causes of force major;
- (5) When the provisions of Paragraph, Article 4 of HYOGO Metropolitan/Prefectural Ordinance No. Is 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/Ryokan (restricted to particulars deemed necessary in order to avoid the causing of fires).

2. In the case when the Hotel/Ryokan has cancelled the Accommodation Contract in accordance with the preceding Paragraph, the Hotel/Ryokan shall not be entitled to charge the Guest for any of the services in the future during the contractual period, which he has not received.

Registration

Article 8. The guest shall register the following particulars at the front desk of the Hotel/Ryokan on the day of accommodation;

- (1) Name, age, sex, address and occupation of the Guest(s);
- (2) Except Japanese, nationality, passport number, port and date of entry in Japan;
- (3) Date and estimated time departure;
- (4) Other particulars deemed necessary by the Hotel/Ryokan.

2. In the case when the Guest intends to pay his 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 guestroom of the Hotel/Ryokan from 3 p.m. to 10 a.m. the next morning. 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/Ryokan 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 following;

Up to 2 hours (till 12 a.m.): 5,000 Yen

Observance of Use Regulations

Article 10. The Guest shall observe the Use Regulation established by the Hotel/Ryokan, which are posted within the premises Hotel/Ryokan.

Business Hours

Article 11. The business hours of the main facilities, etc. Of the Hotel/Ryokan are as follows. And those of other facilities, etc. Shall be notified in detail by brochures as provided, notices displayed in each place, service directories in guestrooms and others.

(1) Service hours of front desk, cashier's desk, etc.	Front service	7:30 a.m. to 12:00 p.m.
(2) Service hours (at facilities) for dining, drinking, etc.	A Breakfast	7:00 a.m. to 8:30 a.m.
	B Dinner	6:00 p.m. to 8:00 p.m.
	A Bar	8:00 p.m. to 11:00 p.m.
	B Souvenir shops	7:30 a.m. to 10:00 p.m.
(3) Service hours of auxiliary facilities	C Game corner	7:30 a.m. to 10:00 p.m.
	D Coffee shops	7:30 a.m. to 8:00 p.m.

2. The business hours specified in the preceding Paragraph are subject to temporary change due to unavailable cases of the Hotel/Ryokan. In such a case, the Guest shall be informed by appropriate means.

Payment of Accommodation Charges

Article 12. The breakdown and method 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 or credit cards recognized by the Hotel/Ryokan at the front desk at the time of the departure of the Guest or upon request by the Hotel/Ryokan.

3. Accommodation Charges shall be paid even if the Guest voluntarily does not utilize the accommodation facilities provided for him by the Hotel/Ryokan and at his disposal.

Liabilities of the Hotel/Ryokan

Article 13. The Hotel/Ryokan shall compensate the Guest for the damage it the Hotel/Ryokan 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 case where such damaged has been due to reasons for which the Hotel/Ryokan is not liable.

2. Even though the Hotel/Ryokan has received the "PASS MARK" (Certificate of excellence of Fire Prevention Standard issued by the fire station), furthermore, the Hotel/Ryokan is covered by the Hotel/Ryokan Liability Insurance in order to deal with unexpected fire and/or other disasters.

3. The Hotel/Ryokan is a facility (with one or two stories, or with accommodation capacity of less than 30 persons) which does not require the "PASS MARK" (Certificate of excellence of Fire Prevention Standard issued by the fire station), but makes continuous efforts to keep good-proof facilities, and furthermore, the Hotel/Ryokan is covered by the Hotel/Ryokan Liability Insurance in order to deal with unexpected fire and/or other disasters.

Handling when unable to provide Contracted Rooms

Article 14. The Hotel/Ryokan 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 can not be made notwithstanding the provisions of the preceding Paragraph, the Hotel/Ryokan 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/Ryokan cannot provide accommodation due to causes for which the Hotel/Ryokan is not liable, the Hotel/Ryokan shall not compensate the Guest.

Handling of Deposited Articles

Article 15. The Hotel/Ryokan 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 occurred due to causes of force major. However, for cash and valuables when the Hotel/Ryokan has requested the Guest to report its kind and value but the Guest has failed to do the Hotel/Ryokan shall compensate the Guest within the limits of 150,000 yen.

2. The Hotel/Ryokan 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/Ryokan, to the goods, cash or valuables which are brought into the premises of the Hotel/Ryokan by the Guest but are not deposited at the front desk. However, for articles of which the kind and value have not been reported in advance by the Guest, except in case of the damage caused through intention or gross negligence on the part of the Hotel/Ryokan, the Hotel/Ryoka shall compensate the Guest within the limits of 150,000 yen.

Custody of Baggage and/or Belonging of the Guest

Article 16. When the baggage of the Guest is brought into the Hotel/Ryokan before his arrival, the Hotel/Ryokan shall be liable to keep it only in the case when the Hotel/Ryokan has accepted such a request. The baggage shall be handed over to the Guest at the front desk at the time of his check-in.

2. When the baggage or belongings of the Guest is found left after his check-out, and the ownership of the article is confirmed, the Hotel/Ryokan shall inform the owner of the article left and ask for further instructions. When no instruction is given to the Hotel/Ryokan by the owner or when the ownership is not confirmed, the Hotel/Ryokan shall keep the article for 7 days including the day it is found, and after this period, the Hotel/Ryokan shall turn it over to the nearest police station.

3. The Hotel/Ryokan's liability in regard to the custody of the Guest's baggage and belongings in the case of the preceding two Paragraph 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 Paragraph 2.

Liability in regard to parking

Article 17. The Hotel/Ryokan shall not be liable for the custody of the vehicle of the Guest when the Guest utilizes the parking lot within the premises of the Hotel/Ryokan, as it shall be regarded that the Hotel/Ryokan simply offers the space for parking, whether the key of the vehicle has been deposited to the Hotel/Ryokan or not. However, the Hotel/Ryokan shall compensate the Guest for the damage caused through intention or negligence on the part of the Hotel/Ryokan in regard to the management of parking lot.

Liability of the Guest

Article 18. The Guest shall compensate the Hotel/Ryokan for the damage caused through intention or negligence on the part of the Guest.

Attached table No.1; Calculation method for Accommodation Charges for Ryokan (Ref. Paragraph 1 of Article 2, Paragraph 2 of Article 3 and Paragraph 1 of Article 12)

(1) Basic Accomodation Charge	Room Charge + Breakfast & Dinner
(2) Extra Charge	Extra Meals & Drinks (Other than Breakfast & Dinner) and Other Expenses
(3) Service Charge	:[(1) + (2)] x 15%
(4) Consumption Tax for Meals, Drinks, etc.	:[(1) + (2) + (3)] x 8%
(5) Hot Spring Tax (only in spa districts)	150 yen

1. A child's charge applied to children attending elementary school of ages (up to 12 years of age) and under. 70% of the adult charge shall be required when meals and bedding comparable to those for the adult are provided to such children, 50% shall be required when, meals and bedding for children and 30% when only bedding for children is provided. For an infant to whom meals and bedding are not provided, 20% of the adult charge yen shall be charged.

Attached Table No. 2; Cancellation Charge for Ryokan (Ref. Paragraph 2 of Article 6)

Date when Cancellation of Contract is Notified	No Show	Ac-commodation Day	1	2	3	5	6	7	8	14	15	30
			Day	Days	Dats	Days	Days	Days	Days	Days	Days	Days
Contracted Number of Guest												
1 to 14	50%	50%	20%	20%	20%							
15 to 30	50%	50%	20%	20%	20%	20%						
31 to 100	70%	70%	50%	20%	20%	20%	20%	20%	10%	10%		
101 and more	70%	70%	50%	25%	25%	25%	25%	25%	15%	15%	10%	10%

The percentage signifies the rate cancellation charge to the Basic Accommodation Charges. When the number of days contracted is shortened, cancellation charge for its first day shall be paid by the Guest regardless of the number of days shortened.

When part of a group booking (for 15 percent 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.