

Term & Conditions

(Scope of Application)

Article 1. Accommodation contracts and related contracts to be concluded between the Hotel and guests are subject to the provisions set forth in these Terms and Conditions. Any matter not expressly provided for in these Terms and Conditions shall be governed by the applicable laws, regulations and ordinances, or generally established customs and practices.

2. Notwithstanding the provisions of the preceding paragraph, a special agreement shall take precedence when the Hotel accepts any special agreement within a scope that does not contravene any laws and regulations or generally established customs and practices.

(Application for Accommodation Contract)

Article 2. Any individual or entity wishing to reserve accommodations at the Hotel must notify the Hotel of the following information:

- (1) Name and number of guest(s)
- (2) Check-in date and estimated time of arrival
- (3) Room rate (in principle, based on the basic accommodation charge in Appendix 1)
- (4) a. Name of the applicant and his or her contact information, and b. Name of the person who will pay the accommodation charges and his or her contact information
- (5) Any other matters deemed necessary by the Hotel

2. Should a guest, during their stay, wish to extend their stay beyond the date(s) of stay specified in item 2 of the preceding paragraph, the Hotel shall process this as a request for a new accommodation contract at the time the request is made.

(Conclusion of Accommodation Contract, etc.)

Article 3. An accommodation contract shall be deemed to have been concluded when the Hotel accepts the application as outlined in the preceding article; provided, however, that this shall not apply in the event that the Hotel can prove that it did not accept the application.

2. Once an accommodation contract has been concluded in accordance with the provisions of the preceding paragraph, the guest is required to pay an application fee set by the Hotel up to the amount of the shall receive a deposit for the basic accommodation charges for the agreed period of stay (or for three days if the stay exceeds three days), as determined by the Hotel, by the date specified by the Hotel.

3. The deposit will be applied first to the accommodation charges that the guest is ultimately responsible for paying. In the event that the provisions of Article 6 and Article 18 apply, the deposit will be applied in the following order: penalty charges, then compensation. Any remaining deposit will be returned when the charges are paid in accordance with the

provisions of Article 12.

4. In the event that the deposit referenced in Paragraph 2 is not received by the date specified by the Hotel in accordance with the aforementioned provisions, the accommodation contract shall be considered null and void; provided, however, that this shall only apply if the Hotel has informed the guest accordingly when specifying the payment date for the deposit.

(Special Agreement Not Requiring Deposit Payment)

Article 4. Notwithstanding the provisions of Paragraph 2 of the preceding article, this hotel may agree to a special agreement that does not require the payment of the deposit or application fee referred to in the same paragraph after the contract has been concluded.

2. In the event that the Hotel accepts a request for an accommodation contract without requesting payment of the deposit referenced in Paragraph 2 of the preceding article nor specifying a deposit due date, the hotel shall be deemed to have accepted the special agreement referenced in the preceding paragraph.

(Refusing Accommodation Contracts)

Article 5. The Hotel may refuse to enter into an accommodation contract in the following instances:

(1) When the application for accommodation does not comply with these Terms and Conditions.

(2) In the event that there are no rooms available due to full occupancy.

(3) When the individual seeking accommodation is deemed likely to engage in any act that is contrary to the provisions of laws and regulations, public order, or public morals in relation to their stay.

(4) When the person seeking accommodation is deemed to fall under any of the following categories: (a) to (c).

(a) Any individual who is a member of a crime syndicate (as defined in Article 2, Item 2 of the Act on Prevention of Unjust Acts by Organized Crime Groups (Act No. 77 of 1991); hereinafter referred to as a “crime syndicate”), a crime syndicate member (as defined in Article 2, Item 6 of the same Act; hereinafter referred to as a “crime syndicate member”), an associate of a crime syndicate, or a person related to a crime syndicate or other anti-social forces;

(b) When the person seeking to stay is a corporation or other organization whose business activities are controlled by a crime syndicate or a crime syndicate member; or

(c) a corporation that has a member of its board of directors who falls under the category of crime syndicate member.

(5) When the person seeking accommodation engages in behavior or speech that causes

significant inconvenience to other guests.

(6) When the individual seeking accommodation is clearly recognized as having an infectious disease, or has any another illness that may be infectious.

(7) When the person seeking accommodation makes intimidating and unreasonable demands using violence, threats, or extortion, etc., or demands that exceed a reasonable scope, with regard to the accommodation facilities or employees of the Hotel, or is acknowledged as having engaging in a similar act in the past at the Hotel or at other hotel(s).

(8) In the event that it is not possible to accommodate the guest due to a natural disaster, facility failure, or other unavoidable circumstances.

(9) When the person seeking accommodation is recognized as likely to cause serious inconvenience to other guests due to intoxication, etc., or has engaged in behavior that causes inconvenience.

(Cancellation of Contracts by the Guests)

Article 6. A guest may cancel the accommodation contract by notifying the hotel in writing.

2. In the event that a guest cancels the accommodation contract in whole or in part due to reasons for which the guest is responsible (excluding cases where the hotel has specified a payment date for the deposit and requested payment in accordance with the provisions of Article 3, Paragraph 2, and the guest cancels the accommodation contract before payment is made), the hotel will charge a penalty in accordance with the provisions of Appendix 2. In the event that the hotel has agreed to the special provisions of Article 4, Paragraph 1, this shall only apply when the hotel has notified the guest of their obligation to pay a penalty in the event that the guest cancels the accommodation contract.

3. In the event that a guest fails to arrive by 6:00 p.m. on the day of their scheduled stay (or by the agreed-upon time if a specific arrival time has been arranged), and has not contacted the hotel, the hotel reserves the right to treat the accommodation contract as having been cancelled by the guest.

(Cancellation of Contracts by the Hotel)

Article 7. The Hotel may cancel the accommodation contract in the following cases:

(1) In the event that a guest is deemed likely to engage in any act that is in violation of the laws and regulations, public order, or public morals in relation to their stay, or when it is deemed that they have engaged in such an act, the Hotel reserves the right to cancel the accommodation contract.

(2) When the guest is deemed to fall under any of the following categories: (a) to (c).

(a) Organized crime groups (“crime syndicate”), organized crime group members (“crime syndicate members”), an associate of a crime syndicate, or a person related to/affiliated with

a crime syndicate or other anti-social forces;

b. When the guest or the guest's organization is a corporation or other group in which the crime syndicate or crime syndicate member control business activities; or

(c) A corporation with its director, office or executive who falls under the category of a crime syndicate member.

(3) When a guest engages in behavior or speech that causes significant inconvenience to other guests.

(4) When a guest is clearly recognized as having an infectious disease, or a guest has another illness that may be infectious, or fails to respond to Hotel's request for cooperation with infection control measures without justifiable reason, regardless of the presence of symptoms.

(5) When a guest makes intimidating and unreasonable demands using violence, threats, or extortion, etc., or demands that exceed a reasonable scope, with regard to the accommodation facilities or employees of the Hotel, or is acknowledged as having engaging in a similar act in the past at the Hotel or at other hotel(s).

(6) In the event that it is not possible to accommodate the guest due to a natural disaster, facility failure, or other unavoidable circumstances.

(7) When it is deemed that the guest may have a negative impact on other guests due to intoxication, or when the guest causes significant disturbance to other guests by their words or actions and does not comply with the Hotel's requests to cease.

(8) When a guest smokes in a room other than the designated smoking room or in a place other than the designated smoking area.

(9) When a guest smokes in the bed in a guest room or tampers with fire-fighting equipment or fails to comply with other matters prohibited in the rules or regulations established by the Hotel (limited to items necessary for fire prevention).

2. In the event that the hotel cancels the accommodation contract in accordance with the provisions of the preceding paragraph, the guest will not be charged for accommodation services that have not yet been provided.

(Registration of Stay)

Article 8. On the day of arrival, guests are required to register the following information in their guest room.

(1) The guest's full name, age, gender, address, and occupation.

(2) For foreign guests, their nationality, passport number, place of entry, and date of entry.

(3) The date of departure and estimated time of departure.

(4) Any other information deemed necessary by the Hotel.

2. Should a guest intend to settle the charges set forth in Article 12 through an alternative method, such as a lodging voucher or credit card, they may be required to present these at the

time of registration, as outlined in the preceding paragraph.

(Guest Room Occupancy Hours)

Article 9. In principle, guests may use the Hotel's guest rooms from 3:00 p.m. to 12:00 noon the following morning; provided, however, that in the event of consecutive stays, the guest room may be used throughout the day except on the date of arrival and date of departure.

2. Notwithstanding the provisions of the preceding paragraph, the Hotel may accommodate the use of guest rooms outside the hours stipulated therein. In such instances, the following additional fees will be charged.

- (1) For the first three hours, one-third of the room rate will be charged.
- (2) Up to six hours, half of the room rate will be charged.
- (3) For any period exceeding six hours, the full room rate will be charged.
- (4) The amount equivalent to the room rate in the preceding paragraph shall be 70% of the basic accommodation charge.

(Compliance with Rules of Use)

Article 10. Guests are required to comply with the rules of use established by the Hotel which are clearly displayed within the premises.

(Business Hours)

Article 11. The business hours of the main facilities of this hotel are as follows, and the detailed business hours of other facilities will be provided in brochures available in the Hotel, notices posted in various locations, and the service directory in each guest room.

(1) Food and Beverage Facility Service Hours:

- a. Breakfast
- b. lunch
- c. Dinner

(2) Other Food and Beverage Services:

(3) Ancillary Service Facility Hours:

2. The hours in the preceding paragraph may be temporarily changed in cases where it is unavoidable. In such cases, we will notify you using an appropriate method.

(Payment of Fees)

Article 12. The breakdown of accommodation charges, etc. to be paid by the guest is as shown in Appendix 1.

2. Accommodation charges, etc., as listed in the preceding paragraph, are to be paid at the Hotel's request. Payment may be made by lodging voucher or credit card approved by the

Hotel.

3. Please note that even if a guest does not stay at the hotel after a room has been provided and made available for use, the hotel may still charge the guest for the room.

(Hotel's Responsibility)

Article 13. In the event that the Hotel causes loss or damage to a guest when performing an accommodation contract and/or related agreements, or when breaching any provision of an accommodation contract and/or related agreements, the Hotel will compensate for such loss or damage. However, this shall not apply in cases where the loss or damage is due to reasons not attributable to the Hotel.

2. This Hotel has taken out ryokan liability insurance to cover the unlikely event of a fire or other incident.

(Handling When Unable to Provide a Contracted Room)

Article 14. In the event that the Hotel is unable to provide the contracted guest room to the guest, the Hotel shall, with the consent of the guest, exercise commercially reasonable best efforts to arrange for other accommodation at another hotel with the same conditions as far as possible.

2. Notwithstanding the provisions of the preceding paragraph, when the Hotel is unable to arrange alternative accommodation, the guest shall be compensated at the rate of the penalty amount, which shall be applied to the amount of damages; provided, however, that compensation shall not be paid if there are no reasons attributable to the Hotel for not being able to provide a guest room.

(Treatment of Items Deposited in Trust)

Article 15. In the event of any loss, damage, or other issue involving items, cash, or valuables brought into the Hotel by the guest, the Hotel will provide compensation for damages caused by the Hotel's intentional or negligent acts.

2. In the event that the guest has not declared the type and value of items in advance, the Hotel will compensate for damage up to a maximum of 150,000 yen, to the extent that the Hotel has acted intentionally or with gross negligence.

(Storage of Guest's Luggage and Personal Belongings)

Article 16. In the event that a guest's luggage or personal belongings are left behind at the hotel after the guest has checked out, the hotel will contact the owner of the items to obtain instructions. In the event that the owner of the item cannot be identified or does not provide instructions, the item will be held for a period of seven days, including the day of discovery.

Thereafter, it will be transferred to the nearest police station. Please note that food items may be disposed of for hygiene reasons.

2. In the event of the preceding paragraph, the hotel's responsibility for the safekeeping of the guest's luggage or personal belongings shall be in accordance with the provisions of the preceding article.

(Responsibility for Parking)

Article 17. When a guest utilizes the Hotel's parking facility, the Hotel is merely lending the space and does not assume any responsibility for managing the vehicle. However, in the event that loss or damage is caused intentionally or due to negligence by the Hotel when managing the parking lot, the Hotel will be held responsible for compensation.

(Liability of Guests)

Article 18. In the event that the Hotel suffers damage due to the guest's intentional or negligent acts, the guest shall be held liable for compensation for such damage.

(Handling of Personal Information)

Article 19. The Hotel shall appropriately handle personal information provided by guests in accordance with the Hotel's privacy policy, set forth separately.

(Changes to These Terms and Conditions)

Article 20. When these Terms and Conditions fall under standard terms of contract set forth in the Civil Code, and conform to the general interests of guests, or when the necessity and reasonableness of the change is recognized, each provision of these Terms and Conditions shall be changed in accordance with the provisions of the Civil Code.

2. In the event that these Terms and Conditions are changed, the new Terms and Conditions will be posted on our website, and the new Terms and Conditions shall apply from the effective date specified at the time of posting. In the event of changing these Terms and Conditions, the Hotel shall notify guests of such changes, etc. in writing or by any other appropriate means.

Asama Kuzanbo Villa Resort