

TERMS AND CONDITIONS FOR ACCOMMODATION CONTRACTS

(Scope of Application)

Article 1 Contracts for accommodation and related agreements to be entered into between this Hotel and the Guest to be accommodated shall be subject to these Terms and Conditions. Any particulars not provided herein shall be governed by laws and regulations ("laws and regulations," or those based on laws and regulations. The same shall apply hereinafter) and/or generally accepted practices.

2. In the case when 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 make an application for an Accommodation Contract with the Hotel shall notify the Hotel of the following particulars:

(1)Name of 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) ;

(4)Other particulars deemed necessary by the Hotel.

2. The guest who has applied for accommodation shall submit a guest list, containing name, address, telephone number, and etc, immediately when the Hotel requests. This is required even after the accommodation contract has been already concluded.

3. In the case when the Guest requests, during his stay, extension of the accommodation beyond the date in Subparagraph (2)of the Paragraph1, 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 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. If the hotel presents an incorrect accommodation amount on the Internet site, or indicates an incorrect accommodation charge by phone and when you apply for an accommodation contract and the hotel accepts it, If the hotel charge is significantly lower than the room rates for the days before and after that date and unless it is indicated or informed about the reason for the low rate such as "limited", "special", or "campaign", Because it is an agreement by mistake under the Civil Code, we will invalidate the accommodation fee and will promptly notify you to that effect.

3. The Hotel may give a confirmation phone or mail to the contact information provided by the guest before expected date of accommodation.

4. When a Contract for Accommodation has been concluded in accordance with the provisions of the preceding Paragraph 1, The guest is requested to pay an accommodation deposit fixed by the Ryokan/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 Ryokan/Hotel.

5. 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 if applicable, and the remainder, if any, shall be refunded at the time of the payment of the Accommodation Charges as stated in Article 12.

6. When the Guest has failed to pay the deposit by the date as stipulated in Paragraph 2 the Ryokan/Hotel shall treat the Accommodation Contract as invalid. However, the same shall apply only in the case when 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 construed as that the Ryokan/Hotel has accepted a special contract prescribed in the preceding Paragraph.

(Request for cooperation in infection control measures at facilities)

Article 4-2. The Hotel may request cooperation from the person who intends to stay at the hotel in accordance with the provisions of Article 4-2, Paragraph 1 of the Hotel Business Act (Act No. 138 of 1948).

(Refusal of Accommodation Contracts)

Article 5. The Hotel may not accept the conclusion of an Accommodation Contract under any of the following circumstances. However, this paragraph does not mean that the Hotel may refuse accommodation in cases other than those listed in Article 5 of the Hotel Business Act.

- (1) When the application for accommodation does not conform with the provisions of these Terms and Conditions.
- (2) When the Hotel is fully booked and there is no vacancy.
- (3) When the Guest seeking accommodation is deemed liable to conduct himself/herself in a manner that will violate laws or act against the public order or good morals in regard to his/her accommodation.
- (4) When the person who intends to stay at this hotel is deemed to fall under any of the following items (a) through (c).
 - (a) Organized Crime Groups 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 "Organized Crime Groups"), members of organized crime groups as defined in Article 2, Item 6 of the same article

(hereinafter referred to as "Members of Organized Crime Groups"), associate members of organized crime groups or persons related to organized crime groups, or other antisocial groups.

- (b) When the person is a organized crime group or a corporation or other organization whose business activities are controlled by a organized crime group or a member of an organized crime group.
- (c) A person who is a juridical person and one of its officers falls under the category of an organized crime group member.
- (5) When the person is behaving in such a manner as to be an annoyance to other guests.
- (6) When a person who intends to stay at this hotel is a patient, etc. of a specified infectious disease as defined in Article 4-2, paragraph 1, item 2 of the Hotel Business Act (hereinafter referred to as "patient, etc. of specified infectious disease").
- (7) When a violent act of demand is committed or a burden exceeding a reasonable range is demanded with regard to accommodation (Excluding cases where the person seeking accommodation requests the removal of social barriers pursuant to the provisions of Article 7, Paragraph 2 or Article 8, Paragraph 2 of the Act (Act No. 65 of 2013. Hereinafter referred to as the "Act on Elimination of Discrimination against Persons with Disabilities") on Promotion of Elimination of Discrimination on the Basis of Disability.).
- (8) When the person who intends to stay in the Hotel has repeatedly made a request to the Hotel as specified in Article 5-6 of the Enforcement Regulations of the Hotel Business Act as a request whose burden is excessive in its implementation and which may seriously impede the provision of accommodation-related services to other guests.
- (9) When the Hotel is unable to provide accommodation due to natural calamities, malfunction of facilities and/or other unavoidable causes.
- (10) When the provisions of Article 7 of Kyoto Prefectural Ordinance are applicable.

(Explanation of refusal to conclude a contract of accommodation)

Article 5-2. The person who intends to stay may request the Hotel to explain the reasons for its refusal to enter into a contract of accommodation in accordance with the preceding article.

(Right to Cancel Accommodation Contracts by the Guest)

Article 6 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 when the Hotel has requested the payment of the deposit during the specified period as prescribed in Paragraph 2 of Article 3 and 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 Article4 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 8p.m. of the accommodation date (2 hours after the expected time of arrival if the Hotel is notified of it)

without an advance notice, the Ryokan/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 circumstances. However, this paragraph does not mean that this hotel may refuse accommodation in cases other than those listed in Article 5 of the Hotel Business Act.

- (1) When the Guest is deemed liable for conduct and/or has conducted himself/herself in a manner that will violate laws or act against the public order and good morals in regard to his/her accommodation.
 - (2) When it is recognized that the Guest falls under any of the following items (a) through (c).
 - (a) When the Guest is a crime group, a member of a crime group, a quasi-constituent of a crime group, or a person related to a crime group, or any other antisocial group.
 - (b) When the Guest is a juridical person or other organization whose business activities are controlled by a crime group or a member of a crime group.
 - (c) when the Guest seeking accommodation is a corporation which any of directors are proven to be a member of an organized crime group.
 - (3) When the Guest is behaving in such a manner as to be an annoyance to other guests.
 - (4) When the Guest is a patient, etc. of specified infectious disease.
 - (5) When the Guest who intends to stay at the accommodation commits a violent demand act or asks for a burden exceeding a reasonable range with regard to the accommodation (except when the guest requests the removal of social barriers as provided in Article 7, paragraph 2 or Article 8, paragraph 2 of the Act on Elimination of Discrimination against Persons with Disabilities).
 - (6) When the Guest repeatedly makes a request to this hotel that is so burdensome in its implementation that it may seriously impede the provision of accommodation-related services to other guests, as specified in the Article 5-6 of the Enforcement Regulations of the Hotel Business Act.
 - (7) When the Hotel is unable to provide accommodation due to natural calamities and/or other causes of force majeure.
 - (8) When the provisions of Article 7 of Kyoto Prefectural Ordinance are applicable
 - (9) When the Guest does not observe prohibited actions such as smoking in bed, tampers with fire-fighting facilities and otherwise breaches Hotel Regulations stipulated by the Hotel (restricted to particulars deemed necessary in order to avoid causing fires).
 - (10) When it becomes clear that Article 5 (11) will be established after the accommodation contract is concluded.
 - (11) When the guest does not accept Paragraph 2 of Article 2.
2. When the hotel cancels the accommodation rules in accordance with the provisions of the preceding paragraph(7) or (8), there is no charge for accommodation services that have not yet been provided. If the cancellation is due to other reasons, charges such as accommodation services that have not yet been provided will also need pay as a penalty fee
3. In the case when the Hotel cancel the contract based on Paragraph 1, Hotel does not compensates any loss associated with it.

(Explanation of Cancellation of Accommodation Contract)

Article 7-2. In the event that the Hotel cancels the accommodation contract in accordance with the preceding article, the Guest may request an explanation of the reasons for such cancellation.

(Registration)

Article 8 The Guest shall register the following particulars the Front Desk of the Hotel on the day of accommodation:

- (1) Name, address, and contact information of the Guest(s).
- (2) Nationality and passport number for foreigners who do not have a domicile in Japan.
- (3) Other particulars deemed necessary by the Hotel.

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 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 the Guest Rooms)

Article 9 The Guest is entitled to occupy the contracted guest room of the Hotel from 4p.m. to 10a.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 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, the Hotel demands extra-charge. Regarding to price, please inquire at the reception.

(Observance of Use Regulations)

Article 10 The Guest shall observe the Use Regulations established by the Hotel.

(Business Hours)

Article 11 The business hours of the main facilities, etc. of the Hotel 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 guest rooms and others.

- (1) Service hours of front desk, cashier's desk, etc.

A: Closing time	Nothing
B: Front service	7:00A.M. to 10:00P.M.
- (2) Service hours(at facilities) for dining, drinking, etc.

A: Breakfast	7:00A.M. to 9:00A.M.
B: Lunch	11:00A.M. to 2:00P.M.

C : Dinner 5:30P.M. to 9:00P.M.

2. The business hours specified in the preceding Paragraph are subject to temporary changes due to unavoidable causes of the Hotel. In such a case, the Guest shall be informed by appropriate means.

(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 coupons or credit cards 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 which have been provided for him by the Hotel and are at his disposal.

(Liabilities of the Ryokan/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.

(Handing 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 the causes for which the Hotel is not liable, the Hotel shall not compensate the Guest.

(Handing 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 limit of 150,000 yen.

2. We cannot keep cash of 150,000 yen more or items of 150,000 yen or more.
3. The Hotel shall compensate the Guest for the damage when loss, break age or other damage is caused, through intention or negligence 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 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 shall compensate the Guest within the limit of 150,000 yen.

4. Even if there is a liability for damages under paragraphs 1 and 3, the Hotel will not be liable for the goods to be determined below.

(1) A manuscript, a design document, a design, an account book and something similar to these. (Information devices such as magnetic tapes, magnetic disks, CDROMs, optical disks, computer and recorded on storage media that can be directly processed by peripheral devices such as computers and their terminal devices included.)

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

Article 16 When the baggage of the Guest is brought into the Hotel before his arrival, the Hotel shall be liable to keep it only in the case 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 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 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 confirmed, 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 or dispose it. Food, cigarette, magazines will be thrown away on the same day.

3. The Hotel's liability in regard to the custody of the Guest's baggage and 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 Paragraph 2.

(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 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 with the Hotel or not. However, the Hotel shall compensate the Guest for the 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 the damage caused through intention or negligence on the part of the Guest. Attached Table No.1

2. In order to receive service based on the contract fluently, in case when guests realized that their service is different to the contract, the guests are required to notify the Hotel that.

3. Smoking is forbidden within these walls except smoking area. In the case when the Hotel found guests smoking or trace of smoking such as cigarette butts, ash, the Hotel demands compensation for damages.

(Court of jurisdiction and applicable law)

Article 19 Disputes concerning accommodation contracts between the hotel and its guests shall be governed by the laws of Japan, and shall be the exclusive jurisdiction court with the district court or brief court having jurisdiction over the location of the Hotel.

2. The official text is the terms and conditions for accommodation contracts in Japanese.

(Additional clauses)

Article 1 The Hotel will be the same as the model accommodation provision announced by the Ministry of Land, Infrastructure, Transport and Tourism on September 1, 2024 as the accommodation provision of our Hotel and will be enforced on the same day.

Article 2 On September 1, 2024, the terms and conditions of accommodation Article 2. paragraph2, Article 3. paragraph2,3, Article 5. (4), (11), Article 7. (2), (10), (11), 3, Article 15. 2, 4, Article 18. paragraph2,3, and Article 19. are each new establishment, Article 3 paragraph1, Article 5.(10), Article 6.paragraph2, Article 7. (2), Article 14. (2), Article 16. (2) are each part is revised and takes effect on the same day.

Attached Table No.1

Calculation method for Accommodation Charges (Ref. Paragraph 1 of Article 2 and Paragraph 1 of Article 12)		
Total Amount to be paid by the Guest	Accommodation Charge	Basic Accommodation Charge (Room Charge + Breakfast & Dinner)
	Extra Charge	Extra Meals & Drinks (other than Breakfast & Dinner) and Other Expenses
	Taxes	a. Consumption Tax b. Kyoto City Accommodation Tax

Remarks

1. Basic Accommodation Charge is variable with the seasons, number of guests, plans. This is referred to the website.
2. A child's charge applies 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 beddings comparable to those for the adult are provided to such children, 50% shall be required when meals and beddings for children are provided and 30% shall be required when only bedding for children is provided, or Website reference fee shall be charged.

For an infant to whom meals and bedding are not provided, 2,000yen+tax shall be charged.

3. In the case when taxation is revised, our regulation is reflected new taxation.

Kyoto City Accommodation Tax is based on Kyoto City Accommodation Taxation.

Attached Table No.2 Cancellation Charge for Ryokan (Ref. Paragraph 2 of Article 6)				
Date when Cancellation of Contract is Notified	Contracted Number of Guests			
	1 to 14	15 to 30	31 to 100	101 and more
No Show	100%	100%	100%	100%
Accommodation Day	100%	100%	100%	100%
1day Prior to Accommodation Day	50%	50%	80%	80%
2day Prior to Accommodation Day	30%	30%	50%	50%
3day Prior to Accommodation Day	30%	30%	30%	50%
5day Prior to Accommodation Day		30%	30%	30%
6day Prior to Accommodation Day			30%	30%
7day Prior to Accommodation Day			20%	30%
8day Prior to Accommodation Day			10%	20%
14day Prior to Accommodation Day			10%	20%
30day Prior to Accommodation Day			10%	10%

Remarks;

1. The percentages signifies the rate of cancellation charge to the Basic Accommodation Charges.
2. When the number of days contracted is shortened, the cancellation charge for its first day shall be paid by the Guest regardless of the number of days shortened.
3. Regarding to partial cancellation of booking 15 people or more, in the case the cancellation is submitted 10 days prior to the booking date and guest's number of cancellation is less than 10% in guest's number booked (fractions are rounded up), the Hotel does not demand cancellation charge. Apart from that, we demand cancellation charge based on Attached Table No.2.

• • • This terms and conditions for accommodation contracts apply to day's users such as a banquet, and meeting, • • •