

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. 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 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 Contract)

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 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.)
- (4) Other particulars deemed necessary by the Hotel.

2. In the case when the Guest requests, during his 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 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, 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 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 with the provisions of these Terms and Conditions;
- (2) When the Hotel is fully booked and no room is available;
- (3) When the Hotel is unable to provide accommodation due to natural calamities, disfunction of the facilities and/or other unavoidable causes; or
- (4) 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;
- (5) When the Guest seeking accommodation commits acts of violence, threats, acts of intimidation, makes demands in a violent or threatening manner, or otherwise makes coercive and improper demands and actions;
- (6) when the Guest seeking accommodation speaks or acts in ways that disturb or inconvenience other Guests or persons using the Hotel, including but not limited to acts that seem noisy, dangerous or unsettling;
- (7) When the Guest seeking accommodation constitutes a violent organization, is a member of a violent organization, constitutes or is a member of an organization associated with a violent organization, or otherwise constitutes an antisocial force;
- (8) When the Guest seeking accommodation is a corporation or other organization whose business activities are governed by a violent organization or a member of a violent organization;
- (9) When the Guest seeking accommodation is a corporation having a director who is a member of a violent organization;
- (10) When the Guest seeking accommodation can be clearly detected as carrying an infectious disease;
- (11) When the Hotel is requested to assume an unreasonable burden in regard to his accommodation;
- (12) When the provisions of Article 5, paragraphs 1 to 4 of the Kyoto Prefectural Ordinance concerning the enforcement of the Hotel Management Law are applicable. Article 5 of the Kyoto Prefectural Ordinance concerning the enforcement of the Hotel Management Law is as follows.

1. A person who is intoxicated and liable to cause a nuisance to other guests;
2. A person who is liable to cause a nuisance to other guests by singing loudly, behaving boisterously, holding parties, playing musical instruments, and the like while accommodated;
3. A person who is detected to have no financial ability to compensate for the services;
4. A person who is deemed to be suspicious; and
5. Any other justifiable reason

(Right to Cancel Accommodation Contracts by the Hotel)

Article 7. The Hotel 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 seeking accommodation commits acts of violence, threats, acts of intimidation, makes demands in a violent or threatening manner, or otherwise makes coercive and improper demands and actions;
- (3) When the Guest seeking accommodation speaks or acts in ways that disturb or inconvenience other Guests or persons using the Hotel, including but not limited to acts that seem noisy, dangerous or unsettling;
- (4) When the Guest seeking accommodation constitutes a violent organization, is a member of a violent organization, constitutes or is a member of an organization associated with a violent organization, or otherwise constitutes an antisocial force;
- (5) When the Guest seeking accommodation is a corporation or other organization whose business activities are governed by a violent organization or a member of a violent organization;
- (6) When the Guest seeking accommodation is a corporation having a director who is a member of a violent organization;
- (7) When the Guest can be clearly detected as carrying an infectious disease;
- (8) When the Hotel is requested to assume an unreasonable burden in regard to his accommodation;
- (9) When the Hotel is unable to provide accommodation due to natural calamities and/or other causes of force majeure;
- (10) When the Guest seeking accommodation commits any act commensurate with the reasons for refusal of accommodation in the Kyoto Prefectural Government Ordinance Governing the Operation of Places of Accommodation;
- (11) 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 cancelled 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 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 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 of departure ; and
- (4) 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 traveler's cheques, 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 hotel check-in time is 3 p.m. and the check-out time is 12 p.m.

However, if other times are specified for an accommodation package or other arrangement, those times will take precedence.

2. Regardless of the provision of the preceding paragraph, the hotel may grant an extension of the check-out time until 3 p.m. Please ask the front staff about additional fees in this case.

(Observance of Use Regulations)

Article 10. The Guest shall observe the Use Regulation established by the Hotel, which are posted within the premises of 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. Main Entrances Operation Hours: 24 hours
 - B. Front service: 24 hours
 - C. Exchange service: 24 hours
- (2) Service hours (at facilities) for dining, drinking, etc.
 - A. La Jyho (All Day Dining) 2F
7:00 a. m. -- 9:00 p. m.
 - B. casane (Main Dining) 2F
Dinner 5:30 p. m. -- 8:00 p. m.
 - C. Room Service 7:00 a. m. -- 9:00 p. 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 and method of calculation 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 cheques, 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 provided for him by the Hotel and are at his 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 case damage such damage has been caused due to reasons for which the Hotel is not liable.

2. The Hotel is covered by Hotel Liability Insurance in the event of 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 can not 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 150,000yen.

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, 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 has not been reported in advance by the Guest, the Hotel shall compensate the Guest within the limits of 150,000yen.

(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.

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 to 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.

Kyoto Prefectural Government Ordinance

Ordinance Governing the Operation of Places of Accommodation (Reasons for refusal of accommodation)

- (1) Very intoxicated persons and other persons who are deemed likely to trouble other guests.
- (2) Persons who in the course of their stay are deemed likely to trouble other guests by singing loudly, behaving boisterously, holding parties, performing on musical instruments, etc.
- (3) Persons who clearly do not have the capacity to pay the charges.
- (4) Persons whose conduct is deemed to be suspicious.
- (5) Persons to whom other appropriate reasons apply, commensurate with the above.

Attached Table No.1

Breakdown of Accommodation Charges, etc. for Hotel (for accommodation facilities which do not provide breakfast and dinner, or which do not provide dinner) (Ref.

		Contents	
Total amount to be paid by the Guests	Accommodation Charges	(1) Basic Accommodation Charge (Room Charge (or Room Charge + Breakfast)) (2) Service Charge ((1) × 10%)	Paragraph 1 of Article 2 and Paragraph 1 of Article 1 2)
	Extra Charges	(3) Meals & Drink (or Extra Meals & Drinks (other than Breakfast)) and Other Expenses (4) Service Charge ((3) × 10%)	
	Taxes	a. Consumption Tax b. Hot Spring Tax (only in spa districts) c. Accommodation tax	

Appendix 2. Cancellation Charges (Ref. Art. 6, para. 2 and Art. 7, para. 2)

		Date when Cancellation of Contract is Notified		1 Day Prior to	3 Days Prior to
		No Show	Accommodati on Day	Accommodati on Day	Accommodati on Day
Individual	Up to 9	100%	80%	50%	20%
	Date when Cancellation of Contract is Notified		No Show	Accommodati on Day	1 Day Prior to Accommodati on Day
Number of Guests		100%	80%	50%	20%
Group	10 or more	100%	80%	50%	20%

Remarks:

- 1. The cancellation charge may vary depending on the accommodation package. In that case, the cancellation charge indicated for the package shall apply.
- 2. If booking through a travel agency or organization other than the Hotel, the cancellation policy of the travel agency or other organization shall apply.
- 3. When the number of contracted days is shortened, the cancellation charge for the first day shall be paid by the Guest regardless of the number of days shortened.
- 4. When part of a group booking (10 guests or more) is cancelled, the cancellation charge shall not be applied to the number of guests equivalent to 10% of the number of guests booked as of 10 days prior to occupancy (when accepted less than 10 days prior to the accommodation, as of the date) with fractions rounded up to the whole number.
- 5. For group bookings (10 guests or more), separate cancellation charges may be contracted depending on the booking content regardless of the cancellation charges indicated in Appendix 2.