Terms and Conditions of Accommodation Contracts
for THE THOUSAND HIEI —— Mui no Okuyama

(Applicable scope)

Article 1

It is agreed that accommodation contracts concluded between the hotel and the guest and any related contract shall be governed by the provisions of this agreement and any matters not stipulated in this agreement shall be governed by laws and regulations (meaning laws and regulations or items under laws and regulations; the same applies hereinafter) or generally accepted customs.

2 - When the hotel accepts a special agreement, subject to not contravening any laws or accepted business practices etc. and notwithstanding the provisions of the preceding paragraph, said special agreement shall prevail.

(Applications for accommodation contracts)

Article 2

Applicants for an accommodation contract with the hotel are requested to submit all the following details to the hotel:

(1) Name and phone number of staying guest(s).

(2) Accommodation dates and estimated time of arrival.

(3) Accommodation charges (as a general rule, in line with the basic accommodation charge in Appendix 1).

(4) Any other details deemed necessary by the hotel.

2 - When a guest proposes to extend their stay beyond the scope of dates specified in item 2 of the preceding paragraph, the hotel shall treat it as if a new accommodation contract had been concluded at the time of the offer.

(Conclusion of accommodation contracts, etc.)

Article 3

The accommodation contract is deemed to be concluded when the hotel has accepted the application set forth in the previous Article and the contractual details of the accommodation contract are deemed applicable during the stay. Please also note, when applying to book accommodation via an Internet site, the specific terms and conditions of the reservation site in question shall apply in addition to the hotel accommodation agreement. However, this shall not apply if the hotel can prove that it did not provide consent to the same.

2 – When an accommodation contract is concluded pursuant to the provisions of the preceding

paragraph, an application deposit defined by the hotel and within the limits of basic accommodation charges to cover the stay (three days for stays beyond three days) must be paid by the date specified by the hotel.
3 - The accommodation deposit shall initially be offset against the final accommodation fee payable by the guest, but if circumstances as specified in Articles 6 and 18 occur, it shall be used to cover applicable penalties in the appropriate order with the remainder, if any, refunded at the time of settling the accommodation charges according to Article 12.
4 - When the accommodation deposit cannot be paid by the date specified by the hotel pursuant to the provisions of paragraph 2, the accommodation contract shall be rendered null and void. However, when a deadline for payment of the accommodation deposit is specified, the above rule only applies if the guest has been informed of the same.

(Special contracts requiring no accommodation deposit)
Article 4
Notwithstanding the provisions of paragraph 2 of the preceding Article, the hotel may comply with a special contract requiring no accommodation deposit after concluding the contract.
2 - When accepting applications for an accommodation contract, if the hotel does not request payment of the accommodation deposit set forth in paragraph 2 of the preceding Article or does not specify a payment date for the same, it shall be treated as a special contract requiring no accommodation deposit, as detailed in the preceding paragraph.

(Cooperation in infection prevention measures within the facility)
Article 4-2
The hotel may request cooperation from those seeking accommodation in accordance with the provisions of Article 4-2, Paragraph 1 of the Hotel and Ryokan Management Law (No. 138 of 1948).

(Refusal to conclude accommodation contracts)
Article 5
When any of the following circumstances apply, the hotel may decline to conclude a contract for accommodation:
However, this does not mean that the hotel may refuse accommodation for reasons other than those stipulated in Article 5 of the Hotel and Ryokan Management Law.
(1) When accommodation applications do not comply with these terms and conditions.
(2) When there are no rooms available due to full occupancy.
(3) When staying at the hotel is impossible due to natural disasters, failure affecting the facilities, or other unavoidable reasons.

(4) When it is deemed that the guest may act in a manner against the provisions of laws, public order or accepted principles of morality.
(5) When the guest has engaged in assault, wounding, extortion, intimidation, extortion, fraud or similar acts or is likely to do so.
(6) When the guest has engaged in particularly noisy or drunken behavior or is likely to do so in a manner that causes significant inconvenience to other guests staying or using the hotel.
(7) When the guest is involved in any of various crime syndicates as defined in the “Act on Prevention of Unjust Acts by Organized Crime Group Members”. This also applies to anyone involved in any similar organization or entity.
(8) When the guest comes into the category described in the preceding paragraph or is involved with an organization that the hotel deems to be in the same category or when the guest appears to be involved in an organization or entity employing fraudulent means or intimidation, or any other such organization.
(9) When the guest is deemed to be involved in a crime or criminal matter which has resulted in arrest, indictment, prosecution or conviction.
(10) When the guest has had any previous incident involving late payment of funds to the hotel.
(11) When any other reason applies under the category of (4) ～ (10) above.
(12) When the guest is clearly recognized as unable to pay the accommodation fee.
(13) When the guest is deemed to be acting suspiciously.
(14) When the guest is clearly recognized as suffering from an infectious disease as defined in Article 4-2, Paragraph 1, Item 2 of the Hotel and Ryokan Management Law (hereinafter referred to as “specific infectious disease patient”).
(15) When the guest commits any violent act against the hotel or any of its employees, or imposes any request deemed exceptionally burdensome. (This excludes cases where the guest requests the removal of social barriers as stipulated in Article 7, Paragraph 2, or Article 8, Paragraph 2 of the Act on the Elimination of Discrimination Against Persons with Disabilities (No. 65 of 2013; hereinafter referred to as the “Act on the Elimination of Discrimination Against Persons with Disabilities”).)
(16) When the guest repeatedly imposes any request deemed exceptionally burdensome by the hotel, thereby significantly hindering the provision of accommodation-related services to other guests, as stipulated in Article 5-6 of the Enforcement Regulations of the Hotel and Ryokan Management Law.
(17) When the circumstances are deemed to fall under the provisions of Article 5 of the Hotel and Ryokan Management Law and the Enforcement Regulations of the Hotel and Ryokan Management Law (Appended Table 3) as determined by the local government in charge of the hotel

(Explanation for refusal to conclude accommodation contracts)

Article 5-2

When the hotel (or inn) refuses to conclude an accommodation contract based on the provisions of the preceding Article, the guest may request an explanation of the reason from the hotel.

(Right of the guest to cancel)

Article 6

The guest is entitled to cancel a contract for accommodation by making a request to the hotel accordingly.

2 - When the hotel cancels the accommodation contract, in whole or in part, for reasons attributable to the guest (pursuant to the provisions of Article 3, Paragraph 2, when the hotel has requested payment by designating a due date for the application deposit, except when the guest cancels the accommodation contract prior to making payment), a penalty shall be imposed, as set forth in Schedule 2 below.

However, assuming the hotel has complied with the special provisions of Article 4, Paragraph 1, these shall include notifying the guest of the obligation to pay the penalty when the guest cancels the accommodation contract.

3 According to the hotel policy, if the guest fails to arrive by 8:00 p.m. on the scheduled day of stay (or, if an estimated time of arrival is specified, within two hours of the specified time), without any contact, the accommodation contract may be deemed broken by the guest and processed accordingly.

(Right of hotel to cancel contract)

Article 7

The hotel may cancel the accommodation contract in the following cases.

However, this does not mean that the hotel may refuse accommodation for reasons other than those stipulated in Article 5 of the Hotel and Ryokan Management Law.

(1) When the guest is deemed likely to conduct any act against the provisions of laws, public order or accepted principles of morality by the hotel or has already done so.

(2) When payment from the guest is not received or is delayed.

(3) When the guest makes any false statement at the time of concluding the accommodation contract.

(4) When the guest is involved in any of various crime syndicates as defined in the “Act on Prevention of Unjust Acts by Organized Crime Group Members”, radical groups or any other similar

organizations.
(5) When the guest comes into the category described in the preceding paragraph or is involved with an organization that the hotel deems to be in the same category or when the guest appears to be involved in an organization or entity employing fraudulent means or intimidation, or any other such organization.
(6) When the guest engages in assault, wounding, extortion, intimidation, extortion, fraud or similar acts.
(7) When there is a risk of the guest engaging in particularly noisy or drunken behavior or when the guest behaves in a manner that causes significant inconvenience to other guests.
(8) When the guest is deemed to be involved in a crime or criminal matter which has resulted in arrest, indictment, prosecution or conviction.
(9) Otherwise, when any other reason applies equivalent to any of the above categories.
(10) When the guest is a specific infectious disease patient.
(11) When the guest commits any violent act against the hotel or any of its employees, or imposes any request deemed exceptionally burdensome. (This excludes cases where the guest requests the removal of social barriers as stipulated in Article 7, Paragraph 2, or Article 8, Paragraph 2 of the Act on the Elimination of Discrimination Against Persons with Disabilities.)
(12) When the guest repeatedly imposes any request deemed exceptionally burdensome by the hotel, thereby significantly hindering the provision of accommodation-related services to other guests, as stipulated in Article 5-6 of the Enforcement Regulations of the Hotel and Ryokan Management Law.
(13) When accommodation cannot be provided due to natural disasters or for other unavoidable reasons.
(14) When the guest smokes in bed, tampers with firefighting equipment or engages in other actions prohibited in the usage regulations (restricted to particulars deemed necessary to avoid the risk of fires).
(15) When the provisions of Hotel and Ryokan Management Law Article 5 and its enforcement regulations (Appended Table 3), as determined by the local government in charge of this hotel, are deemed to apply.
2 - When the hotel cancels the accommodation contract pursuant to the provisions of the preceding paragraph, no charge shall be levied for accommodation services not provided to the guest.
3 - When the hotel cancels the accommodation contract pursuant to the provisions of paragraph 1 of this Article, no compensatory damages shall be paid.

(Explanation for cancelation of accommodation contracts)

Article 7-2

When the hotel (or inn) cancels an accommodation contract based on the provisions of the preceding Article, the guest may request an explanation of the reason from the hotel.

(Accommodation registration)

Article 8

The guest must register the following details at the hotel reception on the accommodation date:

(1) Name, address and contact details of guest.

(2) For foreign guests without a regular address in Japan, nationality and passport number.

(3) Foreign guests without a regular address in Japan should present their passports so that a copy can be made and kept on file.

(4) Any other details deemed necessary by the hotel.

2 - When the guest intends to pay the accommodation charges prescribed in Article 12 by any means other than Japanese currency, such as accommodation coupons or credit cards, these credentials shall be shown in advance at the time of the registration as per the preceding paragraph.

(Occupancy time of guest room)

Article 9

The guest is entitled to occupy the hotel accommodation from 3:00 p.m. on the check-in date to 11:00 a.m. on the check-out date. However, if the guest is staying for consecutive days, the hotel accommodation can be used throughout the day except for the check-in and check-out dates.

2 - Notwithstanding the provisions of the preceding paragraph, the hotel may allow use of the hotel accommodation outside the hours specified in the same paragraph. In this case, the following additional charges shall apply:

For overstays up to 2 hours, 30% of the normal room rate.

For overstays up to 4 hours, 50% of the normal room rate.

For overstays over 4 hours, 100% of the normal room rate.

(Compliance with usage rules)

Article 10

The guest is required to comply with the usage rules of the hotel, as defined by the hotel and posted within the hotel premises.

(Operating hours)

Article 11

Information on the operating hours of the main hotel facilities shall be announced on the hotel homepage, pamphlets provided, posted notices and within guestrooms.

2 - When unavoidable circumstances apply, these business hours may be subject to change. In this case, the guest shall be notified accordingly.

(Payment of charges)

Article 12

A breakdown of the hotel charges payable by the guest and the calculation method are as shown in Appended Table 1.

2 - Payment of the accommodation charges as specified in the preceding paragraph shall be made in Japanese yen or via accommodation coupons or credit cards etc. at the reception of the hotel and when requested by the hotel.

3 - Once the hotel makes accommodation available for the guest and usability of the same is confirmed, the guest shall remain liable for paying the accommodation charges, even if opting not to use said accommodation.

(Responsibility of the hotel)

Article 13

The hotel shall compensate the guest for any damages incurred in the course of fulfilling accommodation and related contracts, or failure to fulfil the same. However, this shall not apply if the circumstances are due to events beyond the control of the hotel.

2 - The hotel has taken out innkeeper's liability insurance to cover the risk of fires etc. (also covering liability when unable to provide contracted guestrooms).

Article 14

When the hotel is unable to provide the guest with the contracted guestroom, the hotel shall - subject to the consent of the guest - arrange to accommodate the guest in accommodation elsewhere of equivalent standard as far as possible.

2 - Notwithstanding the provisions of the preceding paragraph, if the hotel is unable to arrange alternative accommodation, a compensation fee equivalent to the cancelation charges shall be payable and applied to the reparations. However, this shall not apply if the inability to arrange accommodation is due to events beyond the control of the hotel.

(Handling of deposited items)

Article 15

In the event of loss or damage of any items, cash, valuable papers or high-priced items (including all valuables) deposited with the hotel, the hotel shall compensate for damage thereby incurred, except when due to events beyond the control of the hotel. However, for cash and valuables, this is contingent on the guest having clearly reported the nature and value of such cash and valuables at our request. Otherwise, the hotel shall compensate for damage up to a maximum amount of 150,000 yen.

2 - For items, cash, valuable papers or high-priced items (including all valuables) brought into the hotel that have not been deposited at the front desk, the hotel shall compensate for damage or loss of the same when this occurs due to intent or negligence on the part of the hotel. However, unless the nature and value of such cash and valuables have been clearly stated in advance, the hotel shall compensate for damage up to a maximum amount of 150,000 yen.

(Storage of the guest's baggage or personal effects)

Article 16

When the guest's baggage arrives at the hotel prior to the accommodation date, the hotel shall only accept responsibility for storing the same when it has approved such arrangements in advance and it shall be provided when the guest checks in at reception.

2 - In the event that any of the guest's baggage or personal effects are misplaced at the hotel after the guest has checked out, as a general rule, the hotel shall await an inquiry from the owner and request guidance on how to proceed. Unless otherwise instructed by the owner, any valuables shall be sent to the nearest police station within seven days, including the date of discovery, while all other items shall be disposed of after three months. However, any food, tobacco and magazines, etc. shall be disposed of on a same-day basis.

3 - In the case of the preceding two paragraphs, the responsibility of the hotel for storing the guest's baggage or personal effects shall conform to the provisions of the preceding Article; in the case of paragraph 1, the provisions of paragraph 1 of the preceding Article shall apply and in the case of the preceding paragraph, the provisions of paragraph 2 of the preceding Article shall apply.

(Responsibility for parking)

Article 17

When the guest opts to use the parking lot managed by the hotel (hereinafter referred to as 'Hotel parking lot'), regardless of whether the vehicle key is deposited with the hotel, the hotel shall assign a parking space, but disclaims all responsibility for managing the vehicle. However, if any

damages are incurred due to intent or negligence on the part of the hotel when managing the parking lot, the hotel shall be liable for said damages.

(Responsibilities of the guest)

Article 18

When the hotel suffers damage due to intent or negligence on the part of the guest, the guest shall compensate the hotel for the damage.

(Disclaimer)

Article 19

The hotel disclaims liability for any damages suffered by the guest due to intent or negligence on the part of the guest.

2 – The use of computer communication from within the hotel is at the guest's own risk. The hotel disclaims all liability for any damages incurred as a result of interruptions to the computer communication caused by system breakdown or other reasons, rendering the service unavailable for use. In addition, in the event that any damages are sustained by the hotel or third parties due to actions on the part of the guest deemed inappropriate by the hotel while engaging in computer communication, the guest shall compensate for such damage.

(Prevailing language)

Article 20

Although these terms and conditions may be written in languages other than Japanese, in the event of any inconsistency or disparity between the original terms and conditions and the translated text, the Japanese text shall prevail in all cases.

(Revision of accommodation terms and conditions)

Article 21

In response to any change in external factors such as economic conditions and related laws and regulations or in the event of any change to the managerial and operational status of our company, the hotel may revise the contents of this agreement, including the provisions on the fees and scope of services.

In such cases, the hotel shall promptly publish the revised information on its website beforehand and clearly indicate the date of the final revision.

Appended Table 1

Breakdown of hotel charges (Referencing Article 2, Paragraph 1 and Article 12 paragraph 1)…#

Hotel usage (accommodation facilities only, excluding breakfast and dinner or breakfast only)

		Breakdown
Total amount payable by guest	Hotel charges	① Basic accommodation charge (Room charge (or Room charge + breakfast or Room charge + breakfast + dinner) ② Service charge (15%)
	Additional fees	③ Meal allowance (or additional food and drink) (costs of dining other than at breakfast) ④ Service charge (15%)
	Tax	a. Consumption tax b. Accommodation tax c. Other tax

Appended Table 2 Penalty (Article 6, Paragraph 2)

Date notice of contractual cancelation received (right ➔) Contracted no. of applicants (below ⬎)		No-show	Same day	Day before stay	9 days before	20 days before
(Normal guests)	Up to 9 persons	100%	80%	30%	--	--
Date notice of contractual cancelation received (right ➔) Contracted no. of applicants (below ⬎)		No-show	Same day	Day before e stay	9 days before e	20 days before e
Organization	10 persons or more	100%	100%	80%	20%	10%

Note:

1. Penalties (cancelation fees) may vary according to the plan involved. In that case, the penalty fee as stated in the relevant plan shall apply.
2. For accommodation applications arranged with a travel agency or other third party, rather than directly with the hotel, the cancelation policy of said agency or party shall apply.

3. When the contracted accommodation period is shortened, a penalty fee of one day (first day's

charge) shall be levied, regardless of the newly contracted accommodation period.
4. In the event of cancelations within a group booking (for 10 or more guests), no cancelation fees shall be charged if the number of cancelations is less than 10% of the total number of guests reserved (rounded up to the nearest whole number) as of 10 days prior to the scheduled arrival date. If the booking was accepted less than 10 days before the arrival date, this calculation shall be based on the number of guests at the time the booking was accepted.
5. For groups (of 10 or more persons) or during special events, penalties may be concluded separately regardless of the contents of Appended Table 2 depending on the nature of the applications made.

Appended Table 3 Hotel and Ryokan Management Law enforcement regulations of the prefecture with jurisdiction over the hotel (Related to Article 5, Paragraph 1 and Article 7, Paragraph 1)

Hotel name	Applicable Prefectural Hotel and Ryokan Management Law Enforcement Regulations
THE THOUSAND HIEI —— Mui no Okuyama	Kyoto Prefectural Hotel and Ryokan Management Law, Article 7