

# Model Accommodation Contract (General Terms and Conditions)

## **Article 1 - Scope of Application**

**01.01.** The Accommodation Contract and related contracts to be concluded between our Hotel (Ryokan) and the Guest shall be based on this Contract under the following terms and conditions of our Contract. Any matter not stipulated in this Contract shall be governed by ordinance or those based on ordinance (herein referred to as ordinance) and generally established practice.

**01.02.** When our Hotel (Ryokan) has agreed to conclude a Special Contract without conflicting with ordinance and established practice, the said Special Contract shall prevail.

## **Article 2 - Application for an Accommodation Contract**

**02.01.** The Guest who intends to apply to our Hotel (Ryokan) for an Accommodation Contract will be required to provide our Hotel (Ryokan) with the following particulars:

(1) Name(s) of Guest(s) to be registered.

(2) Date(s) scheduled for overnight stay and estimated time of arrival.

(3) Accommodation charge (according, in principle, to the basic accommodation charges described in the attached Schedule D).

(4) Other information considered necessary by our Hotel (Ryokan).

**02.02.** In the case that the Guest has requested, during his/her stay, an extension of an overnight stay beyond the date described in the preceding Paragraph (2) above, our Hotel (Ryokan) shall handle his/her request as a new application for an Accommodation Contract which has been made at the point in time when the said request has been made.

## **Article 3 - Conclusion, etc. of the Accommodation Contract**

**03.01.** The Accommodation Contract shall be considered to have been concluded at the time when our Hotel (Ryokan) has accepted the application described in the preceding Article, unless our Hotel (Ryokan) has certified that our Hotel (Ryokan) has not accepted the said application.

**03.02.** When the Accommodation Contract has been concluded under the provision of the preceding Paragraph, the Application Money payable for the period scheduled for overnight stay as prescribed by our Hotel (Ryokan) shall be paid by the date set by us.

**03.03.** The Application Money shall first be applied to the final payment of the Accommodation Charge payable, and when the circumstances requiring application of the provisions of Article 6 and Article 18 have arisen, to penalty and then to compensation money in this order. If there is any balance left it will be repaid at the time when the Accommodation Charge is paid as provided in Article 12.

**03.04.** In the case that the Application Money described in Paragraph 2 of this Article has not been paid by the date set by us as stipulated in the same Paragraph, the Accommodation Contract shall become invalid, but limited only to the case where our Hotel (Ryokan) has notified the Guest to that effect at the time when prescribing the day due for payment of the Application Money.

## **Article 4 - Special Contract Requiring Non-Payment of the Application Money**

**04.01.** Notwithstanding the provision of the preceding Article, Paragraph 2, there are cases where our Hotel (Ryokan) accept a Special Contract which does not require payment of the Application Money specified in the said Paragraph after the conclusion of the Contract.

**04.02.** When accepting an application for an Accommodation Contract, in the case that our Hotel (Ryokan) fails to request payment of the Application Money specified in the preceding Article, Paragraph 2, and/or in the case that it fails to prescribe the due date for payment of the said Application Money, the Special Contract described in the preceding Paragraph shall be considered to have been accepted.

**04.03.** - Request for cooperation in infection prevention measures at facilities. We may request the cooperation of those who stay our hotel in accordance with the provisions of Article 4-2, Paragraph 1 of the Hotel Business Act (Act No. 138 of 1948).

## **Article 5 - Refusal of the Conclusion of the Accommodation Contract**

**05.01.** The following are cases where our Hotel (Ryokan) will not accept the conclusion of the

accommodation contract. However, this paragraph does not intend that we may refuse accommodation in cases other than those listed in Article 5 of the Hotel Business Act.

- (1) When application for accommodation is not based on this Contract.
- (2) When there is no room available due to full occupancy.
- (3) When the Guest seeking accommodation is considered likely to behave in violation of the provisions of the ordinance, public order or good public morals.
- (4) When the Guest seeking accommodation is considered to be corresponding to the following (a) to (c).
  - (a) The law in respect to prevention, etc. against illegal actions by gang members (1991 Law item 77) stipulated article 2 item 2 (hereinafter referred to as "gang group"), gang member stipulated by the same law article 2 item 6 (hereinafter referred to as "gang member."), gang group semi-regular members or gang member related persons and other antisocial forces.
  - (b) When gang group or gang members are associates of corporations or other bodies to control business activities.
  - (c) When a corporate body has related persons to gang members.
- (5) When the guest seeking accommodation behaves extremely in a mischievous way against other hotel guests or staff of our hotel.
- (6) When the Guest seeking accommodation is a patient of a specified infectious disease as stipulated in Article 4-2, Paragraph 1, Item 2 of the Hotel Business Act (hereinafter referred to as "patient of a specified infectious disease").
- (7) When the guest seeking accommodation, a violent requesting act is carried out, or demanded a burden beyond the reasonable purview. (Except when the guest 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 on Promotion of Elimination of Discrimination on the Grounds of Disabilities (herein referred to as "Discrimination Elimination Act").)
- (8) When the guest seeking accommodation repeatedly commits the acts which are considered as an excessive burden for our hotel to implement and that are likely to significantly impede the provision of our services to other guests, as stipulated in Article 5-6 of the Enforcement Regulations of the Hotel Business Act.
- (9) When the provision of Article of the Ordinance issued by Prefecture is applicable.
- (10) When applicable to cases stipulated by prefectural ordinances.

**05.02.** - Explanation of refusal to conclude accommodation contract. If our hotel does not accept the conclusion of the accommodation contract pursuant to the preceding article, the guest seeking accommodation may request an explanation of the reason.

#### **Article 6 - The Guest's Right to Cancel the Contract**

**06.01.** The Guest may request our Hotel (Ryokan) to cancel the Accommodation Contract.

**06.02.** In the case that the Guest has cancelled the Accommodation Contract in whole or in part due to causes attributable to him/her (which is the case when our Hotel (Ryokan) has requested payment of the Application Money by prescribing the date due for such payment under the provision of Article 3, Paragraph 2, except in the case when the Guest has cancelled the Accommodation Contract prior to such payment), payment of penalty shall be required as specified in the attached Schedule II, but in the case that our Hotel (Ryokan) has accepted a Special Contract described in Article 4, Paragraph 1 this provision shall be applied only to the case where our Hotel (Ryokan) has notified the Guest of his/her responsibility to pay a penalty for cancellation of the Contract when accepting the Special Contract.

**06.03.** In the case that the Guest does not arrive by 8p.m. on the day of an overnight stay without informing our Hotel (Ryokan) of a delay (or after the lapse of 1 hour past the scheduled time of arrival if indicated by the Guest beforehand), the Accommodation Contract concerned may be considered to have been cancelled by the Guest and will be handled accordingly.

## **Article 7 - The Right of Our Hotel (Ryokan) to Cancel the Contract**

**07.01.** The following are cases where our Hotel (Ryokan) may cancel the Accommodation Contract. However, this paragraph does not mean that our hotel may refuse accommodation in cases other than those listed in Article 5 of the Hotel Business Act.

- (1) When the Guest is considered likely to behave in violation of the provisions of the ordinance, public order or good public morals, or he/she is considered to have behaved in such a manner.
- (2) When the Guest is clearly considered to be corresponding to the following (a) to (c).
  - (a) Gang group, gang group semi-regular members or gang member related persons and other antisocial forces.
  - (b) When a corporate body or other organization where gang groups or gang members control business activities.
  - (c) In a corporate body which has persons relevant to gang member in its board member.
- (3) When the Guest in accommodation behaves extremely in a mischievous way against other hotel guests or staff of our hotel.
- (4) When the Guest is a patient of a specified infectious disease.
- (5) When having accommodation, a violent action is carried out, or demanded a burden beyond reasonable purview.
- (6) When the guest seeking accommodation repeatedly commits the acts which are considered as an excessive burden for our hotel to implement and that are likely to significantly impede the provision of our services to other guests, as stipulated in Article 5-6 of the Enforcement Regulations of the Hotel Business Act.
- (7) When unavoidable causes, such as act of God, etc., prevent the Guest from staying at our Hotel (Ryokan).
- (8) When the provision of Article of the Ordinance issued by Prefecture is applicable.
- (9) When the Guest smokes in bed or vandalizes fire protection facilities, or does not comply with the matters prohibited by our Hotel (Ryokan) (limited only to those matters necessary for fire prevention) among the rules of use prescribed by our Hotel (Ryokan).

**07.02.** In cases where our Hotel (Ryokan) has cancelled the Accommodation Contract in accordance with the provision of the preceding Paragraph, charges for accommodation service, etc. which have not yet been offered to the Guest shall not be receivable. However, if damage occurs due to the cancellation of accommodation contract based on the provisions of the preceding paragraph, the accommodation our hotel may request the guest to compensate for the damage.

**07.03.** - Explanation of cancellation of accommodation contract. If our hotel cancels the Accommodation Contract based on the preceding article, the Guest may request an explanation of the reason.

## **Article 8 - Registration of Accommodation**

**08.01.** The Guest will be required to register the following particulars at the front desk of our Hotel (Ryokan). If guest registers false information, accommodation may be refused.

- (1) Name, age, sex, address, occupation and contact address of the Guest.
- (2) Nationality and passport number for a foreign guest who does not have address in Japan.
- (3) Scheduled date and time of departure.
- (4) Other particulars considered necessary by our Hotel (Ryokan).

**08.02.** In the case that the Guest intends to pay the charges described in Article 12 by using such means in place of currency as traveler's checks, accommodation coupons, credit card, etc., he/she will be required to show them at the time of registration described in the preceding Paragraph.

## **Article 9 - Time Allowed for Use of the Guest room**

**09.01.** The time allowed for the Guest to use the guest room of our Hotel (Ryokan) shall be from 3 p.m. till 11 a.m.(from 4p.m.till 12p.m. at Kiraku Kyoto Aneyakoji) of the following morning, except when the Guest stays for more than one night in succession, in which case the Guest may use the guest room all day except the day of arrival and the day of departure. However, we may enter the room from 11:00 a.m. to 3:00 p.m. (from 4p.m.till 12p.m. at Kiraku Kyoto Aneyakoji) for room cleaning or room management.

**09.02.** Notwithstanding the provision of the preceding Paragraph, there are cases where our Hotel (Ryokan) may accept the use of the guest room in hours other than those specified in the preceding

Paragraph, in which case an additional charge will be required as specified below.

(1) Up to 2 hours in excess of the prescribed hours..... 3,000 yen per hour

(2) 2 hours or more in excess of the prescribed hours..... Full amount equal to the room charge

**Article 10 - Compliance of the Rules of Use of the Hotel (Ryokan)**

10.01. While staying in our Hotel (Ryokan), the Guest will be required to comply with the Rules of Use posted inside our Hotel (Ryokan) as prescribed by us.

**Article 11 - Business Hours**

11.01. The business hours of principal facilities in our Hotel (Ryokan) shall be as follows. Details of the service hours of other facilities are explained in our official website, the pamphlet provided, displays at major points inside our Hotel (Ryokan), and the service directory provided in each guest room.

11.02. The service hours described in the preceding Paragraph may be changed temporarily for unavoidable reasons, in which case the Guest will be notified by proper means.

**Article 12 - Payment of Charges**

12.01. The breakdown of the accommodation charge, etc. payable by the Guest shall be as listed in the attached Schedule I.

12.02. Payment of the accommodation charges, etc. described in the preceding Paragraph shall be made in currency or by other alternative means acceptable by our Hotel (Ryokan), such as traveler's check, accommodation coupon, credit card, etc., at the front desk at the time when the Guest departs from our Hotel (Ryokan) or is charged by our Hotel (Ryokan).

12.03. In the case that the Guest has not stayed at our Hotel (Ryokan) at his/her discretion even after we have offered the guest room to the Guest and made it available for him/her to use, the accommodation charge will still be charged.

**Article 13 - Responsibility of Our Hotel (Ryokan)**

13.01. In the case that we have inflicted damage on the Guest in the course of fulfilling the Accommodation Contract and related Contracts or in breach of these Contracts, we shall compensate for the said damage, unless the said damage has been caused due to a cause not attributable to us.

13.02. Our Hotel (Ryokan) is covered by the Hotel (Ryokan) liability insurance to cope with emergencies in the case of fire, etc.

**Article 14 - Handling In Case the Guest Room Contracted Is Not Available**

14.01. Should the guest room contracted for the Guest under the Accommodation Contract become unavailable for him/her, our Hotel (Ryokan) shall try to offer other accommodation facilities under the same conditions as the original Accommodation Contract as far as possible, subject to the consent of the Guest concerned.

14.02. Notwithstanding the provision of the preceding Paragraph, in cases where we are unable to offer other accommodation facilities to the Guest, we shall pay to him/her a compensation charge equivalent to the penalty, which will be applied to the amount of the compensable damage. However, in cases where there is no cause attributable to us for not being able to offer the guest room, we shall not pay the compensation charge.

**Article 15 - Handling of Deposit**

15.01. If guest wish to bring large amounts of cash or valuables, please be sure to let us know in advance. Even if we notify you, we may refuse to bring your item in for security reasons. Our hotel will not compensate for any damages such as loss or damage to large amounts of cash or valuables brought in without prior notice to the hotel.  
consent of the Guest concerned.

15.02. In the event that the goods, cash, or valuables left at the front desk by the guest are lost, or damaged, our hotel will compensate for the damage, unless it is due to force majeure. However, with regard to cash and valuables, if our hotel requests a declaration of the type and value and the guest fails to do so, we will compensate for the damage with a maximum amount of 150,000 yen.

**15.03.** When damage such as loss or damage occurs due to intention or negligence on the part of our hotel to goods, cash, or valuables brought into the accommodation facility by the guest and not deposited at the front desk, we will compensate for the damage. However, for items for which the type and value have not been disclosed in advance by the guest, the accommodation will compensate for damages up to 150,000 yen, unless there is intentional or gross negligence on our side.

**Article 16 - Custody of the Baggage or Personal Belongings of the Guest**

**16.01** When the baggage of the Guest has arrived at our Hotel (Ryokan) prior to his/her arrival, our Hotel (Ryokan) will keep it subject to our agreement given prior to its arrival, and will hand it to the Guest at the time when he/she checks in at the front desk.

**16.02** In the case that the baggage or personal belongings of the Guest are found misplaced after he/she has checked out, our Hotel (Ryokan) shall ask the owner of such items for his/her instructions when the owner has been identified. However, when there are no instructions from the owner or the owner has not been identified, our Hotel (Ryokan) shall keep them for 60 days including the day when they have been found. After 60 days have been passed, we will submit them to the police.

**16.03** The responsibility of our Hotel (Ryokan) regarding the custody of the Guest's baggage or personal belongings in the case of the preceding two Paragraphs shall conform to the provision of the preceding Article, Paragraph 1, in the case of Paragraph 1 of this Article and to the provision of the preceding Article, Paragraph 2, in the case of the preceding Paragraph. 16.02.

**Article 17 - Responsibility for Parking**

**17.01** When the Guest uses the parking area of our Hotel (Ryokan), our Hotel (Ryokan) only lends the parking area and does not assume responsibility for care and custody of the vehicle parked, regardless of whether or not our Hotel (Ryokan) has been asked to keep the key to the vehicle. However, our Hotel (Ryokan) shall be liable for compensation if and when the vehicle parked is damaged intentionally or negligently on our side while keeping the parking area under our control.

**Article 18 - Responsibility of the Guest**

**18.01.** In the case that our Hotel (Ryokan) has suffered damage due to the intention or fault of the Guest, the Guest will be required to compensate to our Hotel (Ryokan) for the said damage.

**Article 19 - Entry into guest room by hotel staff**

In the following cases, hotel staff may enter the guest room without the Guest's permission even after the Guest has checked in.

- (1) When providing services such as cleaning, room service, etc.
- (2) When it is recognized that the guest has committed or is likely to commit an act that violates the provisions of laws and regulations, usage rules, public order, or good morals.
- (3) When it is determined that entry is necessary in accordance with the instructions of the police or fire department.
- (4) When it is deemed necessary to confirm the safety of guests, etc.
- (5) In addition, when we determine that entry is necessary pursuant to each of the preceding items.

**Article 20 - Jurisdiction**

The accommodation contract shall be governed by Japanese law, and the Kyoto District Court shall have exclusive jurisdiction as the court of first instance.

Table 1 Breakdown of Accommodation Charge (concerning Article 2-1 and 12-1)

		Breakdown
Total amount to be paid by a guest	Accommodation charge	(1) Basic accommodation charge (Room charge or Room charge plus meal & beverage charge such as for breakfast) (2) Service charge [(1) x 0 %]
	Additional charges	(3) Additional food and beverage charge (except for those included in (1)) (4) Service charge [(3) x 0 %]
	Tax	a. Consumption tax b. Bath tax (at hot spring resorts only) c. Accommodation tax

Remarks:

The basic accommodation charge is based on the table of charges posted at our official website.  
 If a child (infant) under 5 years does not take any meals or use bedding: (applicable only at hotels and *ryokan* that set special charges for infants)  
 Children over 6 years old will be charged at the adult rate.

Table 2 Penalty (concerning Article 6-2) for Hotels

Date of receiving cancellation		No-showy	Accommodation Day	1 Day Prior to Accommodation Day	7 Days Prior to Accommodation Day	30 Days Prior to Accommodation Day	45 Days Prior to Accommodation Day
Individual guest: No. of people (Group: No. of rooms)							
Individual Guest	More than 1 person	100%	100%	100%	100%	-	-
Group	(Facility name: No. of rooms) Tsubakidori: Over 10 rooms Nijo-jo: Over 5 rooms Gosho: Over 7 rooms	100%	100%	100%	100%	100%	50%

- Note:(1) The percentage is the percentage of the Penalty against the Basic Accommodation Charge.  
 (2) In the case that the number of days for accommodation has been reduced, Penalty for all Day shall be charged  
 (3) Regarding groups, the number of rooms is arranged based on the size of each facility.



