

TERMS AND CONDITIONS FOR ACCOMMODATION CONTRACTS

HARUMOTO HOTEL GROUP (H. HARUMOTO H. SEIKOEN NIKKO TOKANSO NIKKO SENHIMEMONOGATARI)

CREATE DATE: 2000/12/01 FINAL REVISION: 2019/01/01

(Scope of Application)

Article 1. Contracts for accommodation and related agreements to be entered between this Ryokan/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 Ryokan/Hotel has entered into a special contract with the Guest insofar as such special contract does not violate laws and regulation 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 Ryokan/Hotel shall notify the Ryokan/Hotel of the following particulars:

- (1) Name of the Guest(s), Number of person(s), Gender, Address and Contact information.
- (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); and
- (4) Other particulars deemed necessary by the Ryokan/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 Ryokan/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 Ryokan/Hotel has not accepted the application.

2 When a Contract for Accommodation has been concluded in accordance with the provision of preceding Paragraph, 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.

3 The deposits shall be first used for the total Accommodation charges to be paid by the Guest, then secondly for the cancellation charge 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 payment of the accommodation charge as stated in Article 12.

4 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 Ryokan/Hotel when the period of payment of the deposit is specified.

(Special Contracts Requiring No Accommodation Deposit)

Article 4. Notwithstanding the provision of paragraph 2 of the preceding Article, the Ryokan/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 Ryokan/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.

(Refusal of Accommodation contract)

Article 5. The Ryokan/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 Ryokan/Hotel is fully booked, and no room is available;
- (3) 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 regarding his accommodation;
- (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 (herein after referred to as "gang group") gang member stipulated by the same law article 2 item (herein after referred to as "gang member"), gang group semi-regular members or gang member related persons and other antisocial force.
 - (b) When gang group or gang members are associates of corporation 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 guest.
- (6) When the guest seeking accommodation is clearly considered to be a patient with an infectious disease.

(7) When the guest seeking accommodation, a violent requesting act is carried out, or demanded a burden beyond the reasonable purview.

(8) When the Ryokan/Hotel is unable to provide accommodation due to natural calamities, disfunction of the facilities and/or other unavoidable causes;

(9) When the provisions of Article 14(No. 1,2) of Metropolitan/Prefectural Ordinance are applicable.

(Right to Cancel Accommodation Contracts by the Guest)

Article 6. The Guest is entitled to cancel an Accommodation Contract by so notifying the Ryokan/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 Ryokan/Hotel has requested the payment of the deposit during the specified period as Prescribed in Paragraph 2 of Article 3 and the 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 Article 4 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 8 p.m. of the accommodation date (2 hours after the expected time of arrival if the Ryokan/Hotel is notified of it) without an advance, the Ryokan/Hotel may regard the Accommodation Contract as being cancelled by the Guest.

(Right to Cancel Accommodation Contracts by the Ryokan/Hotel)

Article 7. The Ryokan/Hotel may cancel the Accommodation Contract under any of the following cases:

- (1) When the Guest is deemed liable to conduct and/or have conduct himself in a manner that will contravene the laws or act against the public order or good morals regarding his Accommodation;
- (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 force.
 - (b) When a corporate body or other organization where gang group or gang member 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.
- (4) When the Guest is clearly considered to be a patient with an infectious disease.
- (5) When having accommodation, a violent action is carried out, or demanded a burden beyond reasonable purview.
- (6) When the Ryokan/Hotel is unable to provide accommodation due to natural calamities and /or other causes of force majeure.
- (7) When the provisions of article 14(No. 1,2) of Metropolitan/prefectural ordinance are applicable.
- (8) When the Guest does not observe prohibited actions such as smoking in the bed, mischief to the firefighting facilities and other prohibition of the use regulation stipulated by the Ryokan/Hotel (restricted to particulars deemed necessary in order to avoid the causing of fires)

2. In the case when the Ryokan/Hotel has cancelled the Accommodation Contract in accordance with the preceding Paragraph, the Ryokan/Hotel shall not be entitled to charge the Guest for any of the service 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 Ryokan/Hotel on the day of accommodation:

- (1) Name, age, Gender, address, occupation and contact information of the Guest(s)
- (2) For non-Japanese: Nationality, Passport number, port and date of entry in Japan
- (3) Date and estimated time of departure; and
- (4) Other particulars are deemed necessary by the Ryokan/Hotel.

2. In the case when the Guest intends to pay his Accommodation Charge 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 Guest is entitled to occupy the contracted guest room of the Ryokan/Hotel from 3 p.m. to 10 a.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 Ryokan/Hotel may, not withstanding 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, extra charges shall be paid as follows:

- (1) Up to 3 hours: one third of room charge

- (or 30% of the equivalent in the sum to the room charge)
- (2) Up to 6 hours: one half of the room charge
(or 50% of the equivalent in the sum to the room charge)
- (3) More than 6 hours: room charge in full
(or 100% of the equivalent in the sum to the room charge)
3. The equivalent in the sum to the room charge prescribed in the preceding Paragraph shall be 70% of the Basic Accommodation Charges.

(Observance of Use Regulations)

Article 10. The Guest shall observe the use Regulation established by the Ryokan/Hotel.

(Business Hour)

Article 11. The business hours of the main facilities, etc. of the Ryokan/Hotel are as follows, and those of other facilities, 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. 6:00AM~1:00AM
- Closing time 2:00Am (Except for Senhimeonogatari, it is 0:00 AM)
 - Front service 0:00AM
 - Exchange service 10:00 PM
- (2) Service hours (at facilities) for Dining, Drinking etc. 7:00am~10:00pm.
- Breakfast 7:00am~9:30am
 - Lunch 11:00am~2:00pm
 - Dinner 5:00pm~10:00pm
 - Other meals, drinks, etc. 7:00am~10:00pm
- (3) Service hours of auxiliary facilities.

2. The Business hours specified in the preceding Paragraph are subject to temporary changes due to unavoidable causes of the Ryokan/Hotel. In such 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 traveler's cheque, coupons or credit cards recognized by the Ryokan/Hotel at the front desk at the time of departure of the Guest or upon request by the Ryokan/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 Ryokan/Hotel and are at his disposal.

(Liabilities of the Ryokan/Hotel)

Article 13. The Ryokan/Hotel shall compensate the Guest for the damage if the Ryokan/Hotel has caused such damage to the Guest in the fulfillment or the nonfulfillment of 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 Ryokan/Hotel is not liable.

2. Even though the Ryokan/Hotel has received the "PASS MARK" (Certificate of Excellence of Fire Prevention Standard issued by the Fire Station), furthermore, the Ryokan/Hotel is covered by the Ryokan/Hotel Liability Insurance in order to deal with unexpected fire and/or other disasters.

(Handling When Unable to Provide Contracted Room)

Article 14. The Ryokan/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 not with standing the provisions of the preceding Paragraph, the Ryokan/Hotel shall pay the Guest a compensation fee equivalent to the cancellation charge and the compensation fee shall be applied to the reparation. However, when the ryokan/Hotel can not provide accommodation due to the causes for which the Ryokan/Hotel is not liable, the Ryokan/Hotel shall not compensate the Guest.

(Handling of Deposited Articles)

Article 15. The Ryokan/Hotel shall compensate the Guest for the Damage when loss, breakage or other damage is caused to the goods, cash, or valuable 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 Ryokan/Hotel has requested the Guest to report its kind and value, but the Guest has failed to do so, the Ryokan/Hotel shall compensate the Guest within the limit of 500,000 yen.

2. The Ryokan/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 Ryokan/Hotel, to the goods, cash or valuables which are brought into the premises of the Ryokan/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, the Ryokan/Hotel shall compensate the Guest within the limit of 300,000 yen.

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

Article 16. When the baggage of the Guest is brought into the Ryokan/Hotel before his arrival, the Ryokan/Hotel shall be liable to keep it only in the case when such a request has been accepted by the Ryokan/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 belonging of the Guest is found left after his check-out, and the ownership of the article is confirmed, the Ryokan/Hotel shall inform the owner of the article left and ask for further instructions. When no instruction is given to the Ryokan/Hotel by the owner or when the ownership is not confirmed, the Ryokan/Hotel shall keep the article for 7 days including the day it is found, and after this period, the Ryokan/Hotel shall turn it over to the nearest police station.

3. The Ryokan/Hotel's liability regarding the custody of the Guest's baggage and belongings in the case of the preceding paragraphs 2 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 Ryokan/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 Ryokan/Hotel, as it shall be regarded that the Ryokan/Hotel simply offers the space for parking, whether the key of the vehicle has been deposited with the Ryokan/Hotel not. However, the Ryokan/Hotel shall compensate the Guest for the damage caused through intention or negligence on the part of the Ryokan/Hotel in regard to the management of the parking lot.

(Liability of the Guest)

Article 18. The Guest shall compensate the Ryokan/Hotel for the damaged caused through intention or negligence on the part of Guest.

Attached Table No. 1

Classification and Calculation method of Accommodation Charges (Ref. Paragraph 1 of Article 2 and Paragraph 1 of Article 12)

		Content
Total Amount to be paid by the Guest	Accommodation Charges	(1) Basic Accommodation Charges (Room charge + Breakfast & Dinner)
	Extra Charges	(2) Extra Meals & Drinks (other than Breakfast and Dinner) and Other Expenses
	Extra Charges	(1) Consumption Tax (2) Hot Spring Tax (only in spa districts)

* In facilities other than the Semhimeonogatari (A) 10% Service Charges is included in basic accommodation charge. Or (B) 10% service Charge is added for additional food & drink.

Remarks

- The basic Accommodation Charge is based on the tariffs, which are posted on price list
- 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 bedding comparable to those for the adult are provided to such children, 50% shall be required when meals and bedding for children are provided and 30% when only bedding for children is provided. For an infant to whom meals and bedding are not provided, 2000 yen shall be charged. (Limited to the Senhimeonogatari)

Attached Table No. 2

Cancellation Charge for Ryokan (Ref. Paragraph 2 of Article 6)

Date of Cancellation of Contract is Notified	Contract Number of Guest			
	1 to 14	15 to 30	31 to 100	100 and more
No Show	100%	100%	100%	100%
Accommodation Day	50%	50%	70%	70%
1 Day prior to Accommodation Day	20%	20%	50%	50%
2 Day prior to Accommodation Day	20%	20%	20%	25%
3 Day prior to Accommodation Day	20%	20%	20%	25%
5 Day prior to Accommodation Day		20%	20%	25%
6 Day prior to Accommodation Day			20%	25%
7 Day prior to Accommodation Day			20%	25%
30 Day prior to Accommodation Day			10%	15%
60 Day prior to Accommodation Day				10%

Remarks

- The percentages signify the rate of cancellation charge to the Basic Accommodation Charge.
- 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.
- When part of a group booking (for 15 persons or more) is cancelled, the cancellation charge shall not be charged for the number of persons equivalent to 10% of the number of persons booked as of 10 days prior to the occupancy (when accepted less than 10 days prior to the occupancy, as of the date) with fractions counted on a whole number.

Supplementary Provisions, this agreement is as of January 1, 2019