

# Terms and Conditions for Accommodation Contracts

## Article 1. Scope of Application

1. Agreements between Kanazawa Hakuchoro Hotel Sanraku (“the Hotel”) and the Guest concerning the guest’s accommodations and any other related contracts will be subject to the Terms and Conditions written herein. Decisions on matters not specified herein will be based on related laws and generally accepted practices.
2. Notwithstanding the provisions of the preceding clause, a special agreement may take precedence when the Hotel accepts it, and it does not go against the law or common practices.

## Article 2. Application for Accommodation Contracts

1. To apply for an Accommodation Contract with the Hotel, a Guest is required to provide the Hotel with the following information:

- (1) Guest name.
- (2) Date(s) of stay and scheduled arrival time.
- (3) Accommodation charges (basically subject to the indicated in attached Table 1 below).
- (4) Other matters that the Hotel deems necessary.

2. The Hotel considers a new application for an Accommodation Contract to have been made when the Guest requests extension of his/her stay beyond the date indicated in item 2 of the previous clause.

## Article 3. Conclusion etc. of Accommodation Contract

1. An Accommodation Contract shall be presumed to have been concluded when the Hotel has duly accepted the application indicated in the previous article. However, this does not apply if the hotel provides evidence of the absence of its approval.
2. When an Accommodation Contract is concluded in accordance with the provisions of the previous clause, the Guest is required to pay an accommodation deposit by the date specified by the Hotel. The deposit amount is specified by the Hotel and will not exceed the total amount due indicated in Table 1 below for the relevant period of stay.
3. An accommodation deposit will first be used for the accommodation charges the Guest will finally pay. Any situations to which Article 6 and 18 apply may involve cancellation charges and damage compensation in this order. The remaining amount, if any, will be refunded at the time of payment made in accordance with the provisions of Article 12.
4. If a Guest fails to pay the accommodation deposit indicated in the second clause by the date specified by the Hotel in accordance with the provisions of the same clause, the Accommodation Contract with the Guest is no longer effective. However, this will apply only where the Hotel informs the Guest of the deadline for payment of the accommodation deposit.

## Article 4. Special Contracts not Requiring Payment of an Accommodation Deposit

1. Notwithstanding the provisions of the second clause of the previous article, the Hotel may accept a special agreement that does not require payment of an accommodation deposit, indicated in the same clause, after the conclusion of the contract.
2. If the Hotel does not require payment of an accommodation deposit as indicated in the second clause of the previous article and does not specify a deadline for payment of that fee by accepting an application for an accommodation contract, the Hotel may be deemed as accepting the special contract indicated in the previous clause.

## Article 5. Refusal of an Accommodation Contract

1. 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) The application fails to comply with the Terms and Conditions.

(2) When the Hotel is fully booked and there is no vacancy.

(3) The person intending to stay at the hotel is suspected of violating laws, public order or morals related to his/her accommodations.

(4) a. The person intending to stay at the Hotel is a member of an organized crime group or a member of organized crime group as defined in Article 2, Paragraph 2 in the Act on Prevention of Unjust Acts by Organized Crime Group Members (enforced on March 2, 1992) (hereafter called "an organized crime group" or "a member of an organized crime group) or relevant persons or other antisocial persons.

b. The person intending to stay at the Hotel is a corporation or an organization managed by an organized crime group or a member of organized crime group.

c. The person intending to stay at the Hotel is a corporation which has a member of an organized crime group on its board.

(5) The person intending to stay at the Hotel verbally or behaviorally causes significant disturbance 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 person who intends to stay in the Hotel is deemed to annoy other guests with his/her belongings.

(10) The person intending to stay at the Hotel cannot be accommodated due to natural disaster, equipment failure or other unavoidable reasons.

(11) The person intending to stay at the Hotel is too intoxicated to speak or behave normally and may disturb other guests.

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.

#### **Article 6. Rights of Guest to cancel an Accommodation Contract**

1. The Guest is entitled to cancel the Accommodation Contract by notifying the Hotel.

2. In case the Guest has cancelled the Accommodation Contract in whole or in part due to causes for which the Guest is liable (except when the Hotel has specified the date of payment of the deposit and requested the payment of the deposit as prescribed in clause 2 of Article 3 and the Guest has cancelled before such payment), the Guest shall pay cancellation charges as listed in the attached Table No.2. However, in case a special contract prescribed in clause 1 of Article 4 has been concluded, the Guest shall pay such charges 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 case the Guest does not appear by 20:00hrs of the accommodation date (or within 2hours after the expected time of arrival if the Hotel is notified of it) without advance notice, the Hotel may regard the Accommodation Contract as being canceled by the Guest.

#### **Article 7. Rights to cancel Accommodation Contract by the Hotel**

1. 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 to conduct and/or have conducted himself a manner that will go against the laws, or act against public order and good morals in related to his/her accommodations.

(2) a. The Guest is a member of an organized crime group, or a member of organized crime group as prescribed by the Act on Prevention of Unjust Acts by Organized Crime Group Members (enforced on March 2, 1992) , or relevant persons or other antisocial persons.

b. The Guest is a corporation, or an organization managed by an organized crime group or a member of organized crime group.

c. The Guest is a corporation which has a member of an organized crime group on its board.

(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 Guest is deemed to annoy other guests with his/her belongings.

(8) When the Hotel is unable to provide accommodation due to natural calamities and/or other causes of force majeure.

(9) The Guest is too intoxicated to speak or behave normally and may disturb other guests (Article 12, Ishikawa Prefectural Ordinance for Enforcement of Hotel Business Act).

(10) When the Guest does not observe prohibition of certain actions such as smoking in bed, mischief to fire-fighting facilities and other prohibitions of the Use Regulations stipulated by the Hotel (restricted to particulars deemed necessary for fire prevention.) Verbally or behaviorally causes significant disturbance to other guests.

2. In case the Hotel has canceled an Accommodation Contract in accordance with the provisions of proceeding clause, the concerned Guest is not charged for services etc. that he/she has not received. Otherwise, the Guest shall pay cancellation charges, as prescribed in Article No.18., for services etc. that he/she has not received.

3. 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.

#### **Article 8. Registration of Accommodations**

1. Immediately upon arrival, the Guest is required to fill in a registration form at the front desk, providing all of the following information:

(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 case Guest intends to pay his accommodation charges prescribed in Article 12 by any means other than Japanese currency, such as travelers' checks, hotel vouchers, coupons, credit cards, or other non-cash credentials shall be shown in advance at the time of making registration as indicated in the previous clause.

#### **Article 9. Available Hours of Guest Rooms**

1. Rooms are available for accommodation between from 3 p.m. until the following day at 12 p.m. The Guest staying in the Hotel for two or more consecutive days may use the room all day except on the arrival and departure day. Some packages involve restrictions on check-in/checkout time.
2. Notwithstanding the provisions of the previous clause, the Hotel may allow a Guest to use a room outside the hours specified in the same clause.

In this case, extra charges shall be paid as follows:

- |                       |                          |
|-----------------------|--------------------------|
| (1) Up to 3 hours     | 30% of the room charge.  |
| (2) Up to 6 hours     | 50% of the room charge.  |
| (3) More than 6 hours | 100% of the room charge. |

#### **Article 10. Observance of Rules**

1. In the Hotel's building and premises, Guests are required to observe the House Regulations and other regulations, that the Hotel stipulates and indicates within the Hotel.

#### **Article 11. Business Hours**

1. Business hours of main facilities, etc. of the Hotels are as follows, and those of other facilities, etc. shall be notified in detail by brochures as provided, notice displayed in each place, service directories in guest rooms and others.

FORONT DESK                      24HRS.

FRONT SERVICE                24HRS.

RESTAURANT

Japanese Cuisine                MAHOROBA (1st Fl.) 11:30 – 14:00    (Open only on Saturday and Sunday)

17:30 – 21:30

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

#### **Article 12. Payment**

1. The breakdown and method of calculation of accommodation charges etc. which the Guest shall pay are as listed in the attached Table No.1.
2. The accommodation charges etc. indicated in the previous clause shall be paid with Japanese currency or by any means other than Japanese currency such as travelers' checks, hotel vouchers, or credit cards accepted by the Hotel at the front desk upon arrival or request by the Hotel.
3. Accommodation charges will be claimed even if the Guest does not occupy the contracted guest room at his/her discretion after a room was provided and became available for use by the Guest.

#### **Article 13. Liabilities of the Hotel**

1. The Hotel shall compensate for any damages incurred by a Guest as a result of the hotel's fulfilling or failing to fulfill an accommodation contract or other related agreement. However, this may not apply when the damage is not deemed as attributable to the hotel.
2. The hotel has received a fire-prevention safety mark from the local fire department. To strengthen its preparedness for fire-related accidents, etc., the hotel is insured by Hotel Liability Insurance.

#### **Article 14. Handling when unable to provide Contracted Rooms**

1. 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. Notwithstanding the provisions of the previous clause, the Hotel will pay the guest compensation, if it fails to recommend other accommodations. The compensation will be appropriated to the amount of damages. If the unavailability of a booked room is not due to a fault of the Hotel, however the Hotel will not pay compensation.

#### **Article 15. Handling of Deposited Articles**

1. The Hotel shall compensate the Guest for the damages when loss, breakage or other damage is caused to the goods, cash or valuables deposited at the front desk by the Guest, except when such has occurred due to causes of force majeure.

If the articles that a guest deposits with the hotel are lost or damaged, the Hotel will compensate for the damage unless it resulted from unavoidable reasons. However, if the deposited articles are cash or other valuables and the Guest failed to inform the front desk of the type and value of the article, the Hotel will not pay more than 30,000 yen for damages on the article.

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, if the Guest failed to inform of the type and value of the articles, the Hotel will not pay more than 150,000 yen for damages on the articles.

#### **Article 16. Custody of Baggage and/or Belongings of the Guest**

1. When the baggage of the Guest is brought into the Hotel before his/her arrival, the Hotel shall be liable to keep it only when a request to keep the baggage/belongings has been accepted by the Hotel. The baggage/belonging shall be handed over to the Guest at the front desk at the time of his/her check-in.

2. When a Guest checks out and leaves his/her baggage or belongings behind, the Hotel shall inform the owner and ask for further instructions only when the Hotel has found out the owner of the articles. The Hotel shall keep the baggage / belongings for seven days including the day the Hotel has found out the articles, when no instruction has been made by the owner or the owner has not been found, and upon the expiration of this period, the Hotel shall turn it over to the nearest police station in accordance with the relevant provisions of the Lost Property Act.

3. The liability of the Hotel concerning the keeping of baggage or belongings of Guests will be pursuant to the provisions of the first clause of the previous Article when the first clause of this Article applies, and to the provisions of the second clause of the previous Article when the second clause of this Article applies.

4. The policy of the Hotel concerning the keeping of baggage or belongings of Guests is listed in the baggage handling policy.

#### **Article 17. Parking**

1. 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 is 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 damages caused through intention or negligence on the part of the Hotel with regard to the management of the parking lot.

#### **Article 18. Guest' liability**

1. The guest shall compensate the Hotel for the damage caused through intention or negligence on the part of the Guest.

#### **Article 19. Language**

1. The Terms and Condition for Accommodation Contract is written in both Japanese and English. However, if there are discrepancies between the Japanese- and English-language contracts, the Japanese shall take precedence in all cases.

## Article 20. Jurisdiction, Governing Law, Choice of Forum

1. These Terms & Conditions and any dispute arising out of or related to the Terms & Conditions shall be governed in all respects by and construed and enforced in accordance with the laws of Japan, without regard to its conflicts of law principles. Any claims, legal proceeding or litigation arising in connection with the Terms and Conditions for Accommodation Contracts will be brought solely in Japan, and the Guest consent to the jurisdiction of such court.

### Attached Table 1: Calculation Method for Accommodation Charges, etc.

(Ref. the 3rd clause of Article 2, the 2<sup>nd</sup> clause of Article 3 and the 1st clause of Article 12)

1. If the applicable tax law is amended, the amount for (a), (b), and (c) above will be decided in accordance with the amendment.

Total amount due		Breakdown
	Accommodation charges	1) Reservation fee (room rate (or room rate + breakfast charge) 2) Service charge ((1) x 10%)
	Additional charges	3) Charges for meals and drinks (or additional meals and drinks for non-breakfast occasions) and other additional service 4) Service charge ((3) x 10%)
	Tax	a) Consumption tax b) Hot spring tax 150yen per person, per night c) Accommodation tax

### Attached Table 2: Cancellation Charges

		Time that notification of cancellation of agreement is made					
Number of Guests Booked		No stay and no notification	On the scheduled arrival day	1Day Prior to the scheduled arrival day	2 Days Prior to the scheduled arrival day	9 Days Prior to the scheduled arrival day	30 Days Prior to the scheduled arrival day
Individual	1 to 14	100%	80%	50%	20%	-	-
Group	15 to 29	100%	100%	50%	20%	20%	10%
	30 and more	100%	100%	80%	50%	30%	15%

#### Remarks:

1. The above percentages represent the ratio of cancellation charge to the Reservation Fee.
2. When the number of days contracted has been shortened, a cancellation charge for its first day shall be paid by the Guest regardless of the number of days shortened.

3. For the cancellation of group guests (15 or more people), the cancellation charge shall not be charged if the number of people canceled is less than 10% of the total number of people booked as of 10 days prior to the scheduled arrival day with fractions counted as a whole number.