

TERMS AND CONDITION FOR ACCOMMODATION CONTRACTS

RYOKAN
WAKAMIY

(Scope of Application)

Article1-1 Contracts for Accommodation and related agreements to be entered into between this Ryokan 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

2-2 In the case when the Ryokan 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 Contracts)

Article2-1 A Guest who intends to make an application for an Accommodation Contract with the Ryokan shall notify the Ryokan 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 No1)
- (4) Other particulars deemed necessary by the Ryokan.

2-2 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 Contracts, etc)

Article3-1A Contract for Accommodation shall be deemed to have been concluded when the Ryokan 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 has not accepted the application.

3-2When a 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 Ryokan within the limits of Basic Accommodation Charges covering the Guest' s entire period of stay (3days when the period of stay exceeds 3days) by the date specified by the Ryokan.

3-3The 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 if applicable, and the remainder, if any, shall be refunded at the time of the payment of the Accommodation Charges as stated in Article12.

3-4 When the Guest has failed to pay the deposit by the date as stipulated in Paragraph 2 the Ryokan 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 when the period of payment of the deposit is specified.

(Special Contracts Requiring No Accommodation Deposit)

Article4-1 Notwithstanding the provisions of Paragraph 2 of the preceding Article, the Ryokan may enter into a special contract requiring no accommodation deposit after the Contract has been concluded as stipulated in the same Paragraph.

4-2 In the case when the Ryokan 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 has accepted a special contract prescribed in the preceding Paragraph.

(Refusal of Accommodation Contracts)

Article5-1The Ryokan 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 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 in regard to his accommodation:
- (4) When the Guest seeking accommodation can be clearly detected as carrying an infectious disease.
- (5) When the Ryokan is requested to assume an unreasonable burden in regard to his accommodation.
- (6) When the Ryokan is unable to provide accommodation due to natural calamities, disfunction of the facilities and/or other unavoidable causes.
- (7) When the provisions of Article No4 of Metropolitan/Prefectural Ordinance are applicable

(Right to Cancel Accommodation Contracts by the Guest)

Article6-1The Guest is entitled to cancel the Accommodation Contract by so notifying the Ryokan.

6-2In 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 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 No2 .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 by charges in case of cancellation the Guest.

6-3 In the case when the Guest does not appear by 8:00PM of the accommodation date(1)hours after the expected time of arrival if the Ryokan is notified of it without an advance notice, the Ryokan may regard the Accommodation Contract as being cancelled by the Guest.

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(Right to Cancel Accommodation Contracts by the Ryokan)

Article7-1 The Ryokan may cancel the Accommodation Contract under any of the following cases:

- (1)When the Guest is deemed liable to conduct and/or haven conducted himself in a manner that will contravene the laws or act against the public order or good morals in regard to his accommodation.
- (2)When the Guest can be clearly detected as carrying an infectious disease;
- (3)When the Ryokan is requested to assume an unreasonable burden in regard to his accommodation
- (4)When the Ryokan is unable to provide accommodation due to natural calamities and/or other causes of force majeure;
- (5)When the provisions of Article No4 of Prefectural Ordinance are applicable;
- (6)When the Guest does not observe prohibited actions such as smoking in bed, mischief to the firefighting facilities and other prohibitions of the Use Regulations stipulated by the Ryokan.
(restricted to particulars deemed necessary in order to avoid the causing of fires)

7-2 In the case when the Ryokan has cancelled the Accommodation Contract in accordance with the preceding Paragraph, the Ryokan 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)

Article8-1The Guest shall register the following particular at the front desk of the Ryokan on the day of accommodation:

- (1)Name, age, sex, address, and occupation of the Guests.
- (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 deemed necessary by the Ryokan.

8-2In the case when the Guest intends to pay his Accommodation Charges prescribed in Article 12 by any means other than Japanese currency, such as travelers 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)

Article9-1The Guest is entitled to occupy the contracted guest room of the Ryokan from 3:00PM to 11:00AM 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.

9-2The Ryokan may, notwithstanding 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 1 hours: one third of the room charge
(or 30% of the equivalent in the sum to the room charge)
- (2) Up to 4 hours: one half of the room charge
(or 60% of the equivalent in the sum to the room charge)
- (3) More than 4 hours: room charge In full
(or 100% of the equivalent in the sum to the room charge)

(Observance of Use Regulation)

Article10-1The Guest shall observe the Use Regulations established by the Ryokan.

(Business Hours)

Article11-1The business hours of the main facilities, etc. of the Ryokan 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 Closing time 1:00AM
 - B Front service 7:30AM ~ 9:30PM
- (2) Service hours(at facilities)for dining, drinking, etc..
 - A Breakfast 7:30AM ~ 9:00AM
 - B Lunch 12:00PM ~ 2:00PM
 - C Dinner 6:00PM ~ 8:00PM
 - D Other meals, drinks, etc. 4:00PM ~ 9:00PM
- (3) Service hours of auxiliary facilities

11-2The business hours specified in the preceding Paragraph are subject to temporary changes due to unavoidable causes of the Ryokan.

In such a case, the Guest shall be informed by appropriate means.

(Payment of Accommodation Charges)

Article12-1The breakdown of the Accommodation Charges, etc.

That the Guest shall pay is as listed in the attached Table No1.

12-2Accommodation 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 Ryokan at the front desk at the time of the departure of the Guest or upon request by the Ryokan.

12-3Accommodation Charges shall be paid even if the Guest voluntarily does not utilize the accommodation facilities which have been provided for him by the Ryokan and are at his disposal.

(Liabilities of the Ryokan/

Article13-1The Ryokan/ shall compensate the Guest for the damage if the Ryokan/ 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 cased when such damage has been caused due to reasons for which the Ryokan is not liable.

13- 2Even though the Ryokan has received the "PASS MARK" (Certificate of Excellence of Fire Prevention Standard issued by the fire station), furthermore. the Ryokan is covered by the Ryokan Liability Insurance in order to deal with unexpected fire and /or other disasters.

(Handling When Unable to Provide Contracted Rooms)

Article14-1The Ryokan 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.

14-2When arrangement of other accommodation can not be made notwithstanding the provisions of the preceding Paragraph, the Ryokan 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 Ryokan cannot provide accommodation due to the causes for which the Ryokan is not liable , the Ryokan shall not compensate the Guest.

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(Handling of Deposited Articles)

Article15-1The Ryokan 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 valuable, when the Ryokan has requested the Guest to report its kind and value but the Guest has failed to do so, the Ryokan shall compensate the Guest within the limit of100,000 yen.

15-2The Ryokan 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 , to the goods, cash or valuables which are brought into the premises of the Ryokan 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 shall compensate the Guest within the limit of100,000yen.

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

Article16-1When the baggage of the Guest is brought into the Ryokan before his arrival, the Ryokan shall be liable to keep it only in the case when such a request has been accepted by the Ryokan . The baggage shall be handed over to the Guest at the front desk at the time of his check in.

16-2When the baggage or belonging of the Guest is found left after his check-out , and the ownership of the article is confirmed, the Ryokan shall inform the owner of the article left and ask for further instructions. When no instruction is given to the Ryokan by the owner or when the ownership is not confirmed, the Ryokan shall keep the article for 7 days including the day it is found, and after this period, the Ryokan shall turn it over to the nearest police station.

16-3The Ryokan liability in regard to the custody of the Guests 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)

Article17-1The Ryokan 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, as it shall be regarded that the Ryokan simply offers the space for parking, whether the key of the vehicle has been deposited with the Ryokan or not. However, the Ryokan 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)

Article18-1The Guest shall compensate the Ryokan for the damage caused through intention or negligence on the part of the Guest.

Attached Table No1

Calculation method for Accommodation Charges

(Ref Paragraph 1 of Article 2 and Paragraph 1 of Article 12)

		Contents
Total Amount to be paid by the Guest	Accommodation Charges	① Basic Accommodation charge (Room Charge + Breakfast & Dinner) ② Service Charge (①×15%)
	Extra Charges	① Extra Meals & Drinks (other than Breakfast and Dinner) and Other Express ② Service Charge (①×15%)
	Taxes	Consumption Tax

Remarks

1. Basic Accommodation Charge is based on the tariffs, which are posted at the
2. A child' s charge applies to children attending elementary school of age (up to 12years 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,2000yen shall be charged.

Attached Table No2

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

Contracted Number of Guests	Data when Cancellation of Contract is Notified		
	1 To 14	15 to 30	31 to 55
No show	100%	100%	100%
Accommodation Day	100%	100%	100%
1 Day Prior to Accommodation Day	50%	50%	80%
2 Day Prior to Accommodation Day	30%	30%	80%
3 Day Prior to Accommodation Day	20%	30%	50%
5 Day Prior to Accommodation Day	20%	20%	50%
6 Day Prior to Accommodation Day	10%	20%	30%
7 Day Prior to Accommodation Day	10%	20%	30%
8 Day Prior to Accommodation Day		10%	20%
14Day Prior to Accommodation Day		10%	20%
15Day Prior to Accommodation Day			10%
30Day Prior to Accommodation Day			10%

Remarks

1. The percentages signify the rate of cancellation charge to the Basic Accommodation Charges.
2. 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.
3. 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 as a whole number.

**REGULATIONS FOR USE OF RYOKAN
(RULES TO BE OBSERVED BY GUEST)**

The Management has established the following regulations for use of the Ryokan/Hotel(hereinafter called 'rules') in order to make your stay safe and comfortable , and requests you to observe the rules as provided in Article 10 of the "Terms and Conditions for Accommodation Contracts". Your cooperation will be highly appreciated.Please bear in mind especially that in case these rules are not observed, we may have to refuse to offer accommodation and/or other facilities within premises, and in some cases we may charge you for losses which have been incurred.

TO AVOID THE CAUSING OF FIRES

1. Please refrain from smoking in bed, in the hallways or in other places where fires may be easily caused.
2. Please do not bring any heating utensils for warming or cooking, irons, etc. into the guest room and use them
3. Please refrain from other actions which may cause fires.
4. Please do not meddle with fire-fighting facilities, as it can disturb the maintenance or security.

TO MAINTAIN PUBLIC PEACE SECURITY

1. Please make sure that your room is locked when you leave your room while staying.
2. Please deposit the key of your room at the Front Desk when you go out of the Ryokan.
3. Only registered guests are permitted to use the guest room. Please do not invite your visitors into your room. The Lobby is open to visitors who come to see you.

HANDLING OF VALUABLES, DEPOSITED AND LOST ARTICLES

1. Please deposit cash and/or valuables with notification If its kind and value in the Safety Box at the Front Desk, since the safe installed in your room is not of solid structure.
2. Please bear in mind that we shall compensate you within the limit of some amount for loss, breakage or other damage caused by thievery or destruction of cash and valuables which are not deposited at the Front Desk.

PAYMENT

1. Please pay accommodation and other charges at the Front Desk within Japanese currency or by means other than Japanese currency such as travelers cheques, coupons or credit cards as are recognized by the Management at the time of your departure or upon request of the Management. In case payment is made by travelers cheques, or credit cards, they shall be shown in advance at the time of the registration.
2. Personal cheques are not accepted.
3. Please show the key of your room when you sign a bill at the bar, restaurants and other facilities in the Ryokan/Hotel.
We shall not temporarily pay for you any transportation tickets, taxis, postalstamps, postage or other expenses which you incur.
4. We may ask you to deposit in some cases your accommodation charges at the time of your arrival.

OTHER RULES

1. Please do not bring into the ryokan such articles as may annoy other guests(dogs, cats, or other animals etc.) articles which are liable to cause combustion or ignition : molodorous material or other article possession of which is prohibited by the Law.
2. Please refrain from loud shouting , singing or other uproarious actions: gambling , actions which may contravene the maintenance of public morals: or other actions which may annoy other guests.
3. Please do not use guest rooms, the Lobby or other facilities for business purposes (exhibition, advertisement, publicity, sales and others)without permission of the Management.
4. Please do not tamper with facilities and equipment in the Ryokan. Please use them for their rightful purposes.
5. Please do not display or leave articles in the window, on the veranda of your room, in the hallways or in the Lobby.
6. Please make sure that water has stopped running after you use the tub or basin. If water is left overflowing, it may damage rooms next to yours and on the floor below.
7. Please do not enter the ryokan wearing geta(wooden sandals) or long rubber boots.
8. We may refuse to offer accommodation to persons under age without permission of their guardians.
9. Please note that when you make a telephone call from your room. Facilities Utility Charges are added to your bill. Public telephone is located on the front desk.