

Accommodation Clause

Article 1 (Scope of Application)

1. Accommodation contracts and related agreements to be entered into between this Hotel and the Guest shall be subject to the terms of this Agreement. Any matters not provided herein shall be subject to laws and regulations, and/or generally accepted practices.
2. Notwithstanding the above, in cases where the Hotel specifies a special agreement, insofar as said special agreement does not violate the laws or generally established custom, said special agreement shall have precedence over the Accommodation Agreement.

Article 2 (Application for Accommodation Contract)

1. A Guest who applies for an Accommodation Contract with the Hotel shall notify the Hotel of the following information:
 - (1) Name of the Guest
 - (2) Dates of stay and scheduled arrival time
 - (3) Accommodation fee (normally the Basic Accommodation Fee as specified in Table 1 below)
 - (4) ①Name and contact details of the person who apply for the contract
②Name and contact details of the person who pay for the accommodation fee
 - (5) Other information deemed necessary by the Hotel
2. If the Guest, during his/her stay, request to extend his/her stay beyond the dates specified in Subparagraph (2) of the preceding Paragraph, the Hotel shall process his/her request as a new application for Accommodation Contract at the time the request is made.

Article 3 (Conclusion of Accommodation Contract, etc.)

1. The Accommodation Contract shall be deemed to have been concluded when the Hotel has duly accepted the application as stipulated in the preceding Article. However, the same does not apply when it has been proven that the Hotel has not accepted the request.
2. When an Accommodation Contract has been concluded in accordance with the provisions of the preceding Article, the Guest is requested to pay an accommodation deposit set by the Hotel within the limits of Basic Accommodation Fee covering the Guest's entire period of stay (3 days if the period of stay exceeds 3 days) by the date specified by the Hotel.
3. The deposit shall be first used for the total accommodation fee to be paid by the Guest, secondly for cancellation fees under Article 6 and thirdly for reparations under Article 18, when applicable. The remainder, if any, shall be refunded at the time of payment for

accommodation, as stated in Article 12.

4. If the Guest fails to pay the deposit by the date as stipulated in Paragraph 2, the Accommodation Contract shall be deemed invalid. However, the above shall apply only in the case where the Guest is duly informed by the Hotel when the payment due date of the deposit is specified.

Article 4 (Special Contracts Requiring No Accommodation Deposit)

1. Notwithstanding the provisions of Paragraph 2 of the preceding Article, the 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 Hotel did not request payment of the deposit as stipulated in Paragraph 2 of the preceding Article and/or did not specify a payment due date for the deposit at the time the application for Accommodation Contract was accepted, it shall be treated in the same manner as when the Hotel accepts a Special Contract as stipulated in Paragraph 1.

Article 5 (Refusal of Accommodation Contracts)

1. The Hotel may refuse the conclusion of an Accommodation Contract under any of the following circumstances:

(1) When the request for accommodation is not made in accordance with this Accommodation Agreement.

(2) When the Hotel is fully booked and no room is available.

(3) When the person requesting accommodation is deemed to have violated applicable laws, public order or public morals.

(4) When the person requesting accommodation is clearly infected with an infectious disease.

(5) When the Hotel is requested to assume an unreasonable burden in regard to his/her accommodation.

(6) When the Hotel is unable to provide accommodation due to natural disasters, malfunction of facilities or other unavoidable causes.

(7) When the person requesting accommodation is intoxicated and is liable to be an annoyance to other guests. (Under Article 12 of Fukuoka Prefectural Ryokan Ordinance as applicable)

(8) When the person requesting accommodation is a member of an organized crime group (hereinafter referred to as "Organized Crime Group") under Article 2-2 of Act on Prevention of Unjust Acts by Organized Crime Group Members (Act 77 issued in 1991), a member of an Organized Crime Group (hereinafter referred to as an "Organized Crime Group Member"), an associated member of Organized Crime Group, affiliated with Organized Crime Group or

has ties to other anti-social forces under Article 2-6 of the same law.

(9) When the person requesting accommodation is determined to be a member of a corporation or organization operated by Organized Crime Group or an Organized Crime Group Member, or a corporation whose executives (key executives included) are determined to be Organized Crime Group Members.

(10) When the Hotel and/or Hotel staff suffers from violent threats, unreasonable burden from the Guest, or when it is acknowledged that such acts were conducted in the past.

Article 6 (Right to Cancel Accommodation Contract by the Guest)

1. The Guest may cancel the Accommodation Contract by notifying the Hotel.
2. If 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 Hotel has requested payment of the deposit during the specified period as stipulated in Paragraph 2 of Article 3 and the Guest has cancelled before the payment), the Guest shall pay cancellation fees as listed in the Table 2 below. However, in the case when a special contract as stipulated in Paragraph 1 of Article 4 has been concluded, the Guest shall be liable for payment of said cancellation fees only if the Hotel notifies the Guest regarding his/her duty to pay the cancellation fees.
3. If the Guest does not arrive by 8:00 p.m. of the accommodation date without advance notice (or 2 hours after the expected time of arrival if the Hotel is notified), the Hotel may regard the accommodation contract as being cancelled by the Guest.

Article 7 (Right to Cancel Accommodation Contract by the Hotel)

1. The Hotel may cancel the Accommodation Contract under any of following cases
 - (1) When the person requesting accommodation is deemed to have violated applicable laws, public order and public morals, or when it is acknowledged that such acts were conducted in the past.
 - (2) When the person requesting accommodation is clearly infected with an infectious disease.
 - (3) When the Hotel suffers from violent threats, unreasonable burden from the Guest in regard to his/her accommodation.
 - (4) When the Hotel is unable to provide accommodation due to natural disasters or other unavoidable causes.
 - (5) Under Act 1 and 2 of Article 12-1 of the Fukuoka Prefectural Ryokan Ordinance as applicable.
 - (6) In the case of smoking in bed, mischievous use of fire extinguishing equipment, or other actions prohibited by the Hotel's Terms of Use. (insofar as they involve matters necessary for fire safety)

(7) When the person requesting accommodation is an Organized Crime Group, Organized Crime Group Member, associate members or affiliates of other antisocial groups.

(8) When the person requesting accommodation is a member of a company or other organization whose operations are controlled by an Organized Crime Group or Organized Crime Group Member.

(9) When the person requesting accommodation is a member of a corporation with one or more executives who are members of an Organized Crime Group.

2. In the case when the Hotel has cancelled an Accommodation Contract in accordance with the preceding Paragraph, the Hotel shall not be entitled to charge the Guest for any of the accommodation services, etc. which he/she has not yet received.

Article 8 (Registration of Accommodation)

1. The Guest shall register the following information at the front desk of the Hotel on the date of accommodation:

(1) Name, age, sex, address, contact details and occupation of the Guest

(2) If the Guest is not a Japanese citizen, his/her nationality, passport number, point of entry to Japan and date of entry.

(3) Expected date and time of departure

(4) Other information deemed necessary by the Hotel

2. In the case when the Guest intends to pay his/her accommodation fees stipulated in Article 12 by any alternative means other than currencies, such as traveler's checks, coupons or credit cards, these credentials shall be shown in advance at the time of the registration stipulated in the preceding Paragraph.

Article 9 (Occupancy Hours of Guest Rooms)

1. The Guest is entitled to occupy the contracted guest room of the Hotel from 3:00 p.m. on the day of arrival to 12:00 noon on the day of departure. However, in the case when the Guest is accommodated continuously, the Guest may occupy the guest room throughout the day on all days, except for the days of arrival and departure.

2. Notwithstanding the provisions stipulated in the preceding Paragraph, the Hotel may permit the Guest to occupy the room beyond the time stipulated in the same Paragraph. In such cases, additional fees shall be applied as follows:

(1) For an extension until 3:00 p.m.: 25% of the room rate

(2) For an extension until 6:00 p.m.: 50% of the room rate

(3) For an extension until later than 6:00 p.m.: 100% of the room rate

Article 10 (Observance of Hotel Regulations)

The Guest shall observe the Hotel Regulations established by the Hotel, which are posted within the premises of the Hotel.

Article 11 (Business Hours)

1. The business hours of the Hotel's main facilities shall be notified by notices displayed in various places and the Service Guide placed in the guest rooms.
2. The business hours stipulated in the preceding Paragraph are subject to temporary changes under unavoidable circumstances. In such cases, the Guest shall be informed by appropriate means.

Article 12 (Payment of Accommodation Fees)

1. The breakdown of accommodation fees, etc. that the Guest shall pay is listed below in Article 18 Table 1.
2. Accommodation fees, etc. stated in the preceding Paragraph shall be paid at the front desk at the time of the departure of the Guest or upon request by the Hotel, in currencies or by other alternative means acceptable to the Hotel, such as traveler's checks, coupons or credit cards.

Article 13 (Liabilities of the Hotel)

1. The Hotel shall compensate the Guest for damage if the Hotel has caused such damage to the Guest in the course of fulfilling or nonfulfilling of an Accommodation Contract and/or related agreements. However, the same shall not apply in the case when such damage has been caused due to reasons for which the Hotel is not liable.
2. The Hotel is covered by Hotel Liability Insurance to deal with unexpected fire and/or other disasters.

Article 14 (Handling when Unable to Provide Contracted Rooms)

1. When unable to provide the contracted guest rooms, the Hotel shall 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 preceding Paragraph, when unable to arrange other accommodations, the Hotel shall pay the Guest a compensation money equivalent to the cancellation fee and the compensation money shall be applied to the reparations. However, when the Hotel cannot provide accommodation due to causes for which the Hotel is not liable, the Hotel shall not compensate the Guest.

Article 15 (Handling of Deposited Articles)

1. The Hotel shall compensate the Guest 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 valuables, if the Guest has not indicated the kind and value of said articles in advance when asked to do so by the Hotel, the Hotel shall compensate the Guest within the limits of 150,000 yen.
2. The Hotel shall compensate the Guest 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, for articles of which the kind and value has not been indicated in advance by the Guest, the Hotel shall compensate the Guest within the limits of 150,000 yen, except in the case where loss, breakage or other damage was caused intentionally or by gross negligence on the part of the Hotel.

Article 16 (Storage of Baggage and Personal Belongings)

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 in the case where such request has been accepted by the Hotel. The baggage shall be handed over to the Guest at the front desk at the time of his/her check-in.
2. When the baggage or belongings of the Guest is found left after his/her check-out, and the owner of the article is confirmed, the Hotel shall inform the owner of the article and ask for further instructions. However, when no instructions are given to the Hotel by the owner or when the owner is not confirmed, the Hotel shall handle it according to the Lost Goods Act.
3. The Hotel's liability in regards to storage of the Guest's baggage and belongings in the case of the preceding two paragraphs shall be in accordance with the provisions of Paragraph 1 of the Preceding Article in the case of Paragraph 1, and Paragraph 2 of the same Article in the case of Paragraph 2.

Article 17 (Liabilities in regard to Parking)

1. The Hotel shall not be liable for the custody of the Guest's vehicle when the Guest utilizes the parking lot within the premises of the Hotel, as it shall be regarded that the Hotel 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 damage caused through intent or negligence on the part of the Hotel in regards to the management of the parking lot. Regarding parking spaces that are not managed by the Hotel (hereinafter referred to as "affiliated parking spaces"), compensation shall be in accordance to the Terms and Conditions of the

affiliated parking spaces.

2. The Hotel assumes no liability for the theft, loss, or damage to vehicles, vehicle accessories, or items within the vehicles parked inside affiliated parking spaces.

3. The Hotel assumes no liability when users of affiliated parking spaces incur damages to their vehicles, vehicle accessories, or items within the vehicles due to actions of other users of affiliated parking spaces or other persons, as well as other incidents resulting in damages that occurred within the affiliated parking spaces.

Article 18 (Liabilities of the Guest)

The Guest shall compensate the Hotel for damages caused through intent or negligence on part of the Guest.

Article 19 (Waiver for Computer Communication Services)

Please be aware that Guests are liable for any use of computer communication services from within the Hotel. The Hotel cannot be held liable for any possible damage that may be caused by a systems failure or any other reasons while the computer communication services are being used. In addition, the Guests may be required to compensate the Hotel and third parties for any possible damage caused by acts that we judge to be an inappropriate use of our computer communication systems.

Article 20 (Governing Language)

These terms are provided in both Japanese and English. In case of a discrepancy between the Japanese and English, the Japanese version will take precedence.

Article 21 (Revision of General Terms and Conditions for Hotel Accommodation)

The Hotel reserves the right to revise the terms and conditions set forth herein at its discretion, if deemed necessary. If the terms and conditions are revised, the Hotel shall release the revised contents of the terms and conditions and the revision date on the website at least one month prior to the date of the revision.

Table 1 Calculation Method for Accommodation Fees (Ref. Paragraph 1 of Article 2, Paragraph 2 of Article 3 and Paragraph 1 of Article 12)

		Contents
Additional Fees	Accommodation Fees	① Basic Accommodation Fee (Room Fee) ② Service Fee (① x 10%)
	Additional Fees	③ Meals, Drinks and Usage Fee of Facilities ④ Service Fee (③x 10%)
	Taxes	⑤Consumption Tax ⑥Accommodation Tax ⑦Bathing Tax

Table 2 Cancellation Fees (Ref. Paragraph 2 of Article 6)

Number of Contracted Guests		Date when the Cancellation of the Contract is Notified				
		No show	Accommodation Day	1Day Prior	9Days Prior	20Days Prior
Individual	Up to 14	100 %	80 %	20 %	-	-

Number of Contracted Guests		Date when the Cancellation of the Contract is Notified					
		3Days Prior	6Days Prior	14Days Prior	20Days Prior	30Days Prior	60Days Prior
Group	Full Cancellation	100%	100 %	80 %	50 %	50 %	25 %
	Partial Cancellation	100%	80 %	50 %	20 %	10 %	10 %

Note:

1. The percentages signify the rate of the cancellation fees to the Basic Accommodation Fee.
2. When the number of contracted days is reduced, cancellation fees for the first day shall be paid by the Guest regardless of the number of days shortened.
3. If part of a group booking is cancelled, a cancellation fee shall not be charged for persons in the booking equivalent to 20% (with fractions rounded up) of the total number of persons, if the cancellation is made 31 days prior to occupancy.