

Terms and Condition for Accommodation Contracts 【Ginsuiso Choraku • Villa Shiki】

(Scope of Application)

Article 1 Contracts for Accommodation and related agreements to be entered into between this Hotel and the Guest to be accommodated shall be subject to these Terms and Conditions.

Anything not stipulated in these terms and conditions shall be governed by laws and regulations (meaning laws and regulations or those based on laws and regulations). (hereinafter the same shall apply) and/or generally accepted practices.

2. In case the Hotel 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 contract)

Article 2. A Guest who intends to make an application for an Accommodation Contract with the Hotel shall notify the Hotel 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 No.1)
 - (4) Other particulars deemed necessary by the Hotel.
2. In the case when the Guest requests, during the Guest's 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)

Article 3: A Contract for Accommodation shall be deemed to have been concluded when the 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 Hotel has not accepted the application.

2. When 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 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 Hotel.
3. The 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 as applicable, and the remainder, if any, shall be refunded at the time of the payment of the Accommodation Charges as stated in Article 12
4. When the Guest has failed to pay the deposit by the date as stipulated in Paragraph 2 of Article 3, the Hotel shall treat the Accommodation Contract as invalid. However, the

same shall apply only in the case where the Guest is thus informed by the Hotel when the period of payment of the deposit is specified.

(Special Contracts Requiring No Accommodation Deposit)

Article 4. 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 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 treated as that the Hotel has accepted a special contract prescribed in the preceding Paragraph.

(Request for cooperation in infection prevention measures at facilities)

Article 4-2 The Hotel may request the cooperation of those who wish to stay in accordance with the provisions of Article 4-2, Paragraph 1 of the Inns and Hotels Act (Act No. 138 of 1942).

(Refusal of Accommodation Contracts)

Article 5: The Hotel may not accept the conclusion of an Accommodation Contract under any of the following cases. 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) When the application for accommodation does not conform with the provisions of these Terms and Conditions:
- (2) When the Hotel is fully booked and no room is available
- (3) When the Guest seeking accommodation is deemed liable to act in a manner that will contravene the laws or act against the public order or good morals in regard to the Guest's accommodation
- (4) When the Guest seeking accommodation is deemed to fall under any of the following (a) to (c):
 - (a) A gang as stipulated in item 2 of Article 2 of the Act on Prevention of Unjust Acts by Organized Crime Group Members (Act No. 77 of 1991), a gang member as stipulated in item 6 of the same article, a semi-regular gang member, a person affiliated with a gang, or another type of anti-social force
 - (b) When a gang or gang members are a corporation or other organization that controls business activities.
 - (c) When a corporation has officers that are considered to be gang members
- (5) When the guest seeking accommodation behaves in an extremely mischievous way against other hotel guests.
- (6) When the person seeking accommodation is a patient, etc. of a specified infectious disease, etc., as stipulated in Article 4-2, Paragraph 1, Item 2 of the Inns and Hotels Act (hereinafter referred to as "patient, etc. of a specified infectious disease").

- (7) When a violent demand is made regarding accommodation or a burden exceeding a reasonable range is demanded (Act on Promotion of Elimination of Discrimination on the Grounds of Disability (Act No. 65 of 2013)) (hereinafter referred to as the "Act on Eliminating Discrimination against Persons with Disabilities") (excluding cases in which the removal of social barriers pursuant to the provisions of Article 7, Paragraph 2 or Article 8, Paragraph 2) is requested.
- (8) When the Guest repeats what is stipulated in Article 5-6 of the Hotel Business Act Enforcement Regulations as a request that would be an excessive burden to implement and likely to seriously impede the provision of accommodation services to other guests
- (9) When the Hotel is unable to provide accommodation due to natural calamities, malfunction of the facilities and/or other unavoidable causes;
- (10) When a case falls under the provisions of Article 9 of the Kobe City Hotel Business Act Enforcement Ordinance.
- (11) When the Hotel determines that it is unable to accommodate requests such as allergies or preferences regarding ingredients. Please note that customers are responsible for using self-service food and drinks.

(Explanation of refusal to conclude accommodation contract)

Article 5-2: In the case when the Hotel does not agree to conclude an accommodation contract based on the preceding article, the person seeking accommodation may request an explanation of the reason.

(Right to Cancel Accommodation Contracts by the Guest)

Article 6. The Guest is entitled to cancel the Accommodation Contract by notifying the 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 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 8:00 p.m. of the accommodation date (or 2 hours after the expected time of arrival if the Hotel is notified of such) without an advance notice, the Hotel may regard the Accommodation Contract as being cancelled by the Guest.

(Right to Cancel Accommodation Contracts by the Hotel)

Article 7: The Hotel may cancel the Accommodation Contract under any of the following cases. 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) When the Guest is deemed to be at risk of committing, or has committed, an act that

violates the provisions of laws and regulations, public order, or good morals regarding accommodation.

(2) When the Guest is deemed to fall under any of the following (a) to (c):

- (a) A gang, gang member, semi-regular gang member, person affiliated with a gang, or another type of anti-social force.
 - (b) When a gang or gang members are a corporation or other body that controls business activities.
 - (c) When a corporation has officers that are considered to be gang members.
- (3) When the Guest behaves in an extremely mischievous way against other hotel guests.
- (4) When the Guest is a patient of a specified infectious disease.
- (5) When a violent request is made regarding accommodation or a burden that exceeds a reasonable range is requested (Excludes cases where the Guest requests the removal of social barriers pursuant to Article 7, Paragraph 2 or Article 8, Paragraph 2 of the Act on the Elimination of Discrimination against Persons with Disabilities)
- (6) When the Guest repeats what is stipulated in Article 5-6 of the Hotel Business Act Enforcement Regulations as a request that would be an excessive burden to implement and likely to seriously impede the provision of accommodation services to other guests.
- (7) When a natural disaster, force majeure, or other unavoidable causes prevent the guest from staying at the Hotel.
- (8) When a case falls under the provisions of Article 9 of the Kobe City Hotel Business Act Enforcement Ordinance.
- (9) When the Guest does not observe prohibited actions such as smoking in bed, mischief to the fire-fighting facilities and other prohibitions of the Use Regulation stipulated by the Hotel (restricted to particulars deemed necessary in order to avoid the causing of fires)

2. In the case when the Hotel has cancelled the Accommodation Contract in accordance with the preceding Paragraph, the Hotel shall not be entitled to charge the Guest for any services which he did not receive during the contractual period.

(Explanation of Cancellation of Accommodation Contract)

Article 7-2 In the case when the Hotel cancels the accommodation contract based on the preceding article, the Guest may request an explanation of the reason.

(Registration of Accommodation)

Article 8: The Guest shall register the following particulars at the front desk of the Hotel on the day of accommodation.

- (1) Name, address, and contact information of the Guest(s).
 - (2) For foreigners who do not have an address in Japan; nationality and passport number
 - (3) Other particulars deemed necessary by the Hotel.
2. In the case when the Guest intends to pay the Guest's Accommodation Charges prescribed in Article 12 by any means other than Japanese currency, such as traveler's checks, 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 Hotel from 2:00 p.m. to 11:00 a.m. the next day. (12:00 o'clock for Villa Shiki). 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 Hotel 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 the case, extra charge shall be paid as follows:

The following amount shall be added to the room charge for each extra hour per person.

Standard type: 1,000 yen (excluding consumption tax, etc.)

Deluxe type: 1,500 yen (excluding consumption tax, etc.)

Sweet type: 2,000 yen (excluding consumption tax, etc.)

Villa Shiki: 3,000 yen (excluding consumption tax, etc.)

(Observance of Use Regulation)

Article 10: The Guest shall observe the Use Regulations established by the Hotel, which are posted within the premises of the Hotel.

In particular, smoking is prohibited in all areas of the building except for smoking areas. In the case when the Guest smokes in the Guest's room, the Guest will be charged an additional cleaning fee.

In addition, please note that Villa Shiki must be used by junior high school students and above.

(Business Hours)

Article 11 The business hours of the main facilities of the Hotel are as follows, and detailed business hours of other facilities shall be notified in the provided pamphlets, notices in each place, service directories in guest rooms, etc.

(1) Front desk/cashier service hours:

A. Curfew...12:00 a.m.

B. Front service: 7:00 a.m. to 10:00 p.m.

(2) Food and beverage service hours:

A. Breakfast: 7:30 a.m. to 10:00 a.m.

B. Lunch: 12:00p.m. to 2:30pm

C. Dinner...6:00 p.m. to 9:30pm

D. Room service...7:00 a.m. to 10:00 p.m.

(3) Ancillary service facility hours:

A. Large public bath...5:30 a.m. to 10:00 a.m., 11:30 a.m. to 12:30 a.m.

B. Cafe Silk Road...7:00 a.m. to 10:00 p.m.

C. Lounge Charade...8:00 p.m. to 11:00 p.m.

D. Stores: 7:00 a.m. to 10:00 p.m.

E. Beauty Salon Yuraku... 3:00 p.m. to 10:00 p.m.

F. Shuttle service...7:00 a.m. to 10:00 p.m.

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

(Payment of 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 checks, coupons, credit cards at the front desk at the time of the departure of the Guest or upon request by the Hotel.
3. Accommodation Charges shall be paid even if the Guest voluntarily does not utilize the accommodation facilities provided for the Guest by the Hotel and which are at the Guest's disposal.

(Liabilities of the Hotel)

Article 13: The Hotel shall compensate the Guest for the damage if the Hotel 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 cases when such damage has been caused due to reasons for which the Hotel is not liable.

2. The Hotel has received the "PASS MARK" (Certificate of excellence of Fire Prevention Standard issued by the fire station) . Furthermore, the Hotel is covered by Hotel Liability Insurance in order to deal with unexpected fire and/or other disasters.

(Handling when contracted guest room cannot be provided)

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

(Handling of Deposited Items)

Article 15 The Hotel shall compensate the Guest for the damage when loss, breakage or other damage is caused to the goods, cash or valuables deposited at the Hotel by the Guest, except in the case when this has occurred due to causes of force majeure. For cash and valuables, however, the Hotel will make compensation only if the Guest has made a declaration to the Hotel as to type and value. When the Guest has not made such a declaration, the liability of the Hotel shall be limited to 150,000 yen.

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 Hotel. However, for goods for which the Guest has not made an advance declaration with respect to type and value, the liability of the Hotel for compensation shall be limited to 50,000yen, unless it is intentionally or negligently responsible for the loss or damage.

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

Article 16: When the baggage of the Guest is brought into the Hotel before Guest's arrival, the Hotel shall be liable to keep it only in the case when such a request has been accepted by the Hotel. The baggage shall be handed over to the Guest at the Hotel at the time of Guest's check-in.

2. When the Guest's baggage or personal belongings are left behind after the Guest has checked out, and the owner is identified, the Hotel shall contact the owner and request for further instructions. When no instruction is given to the Hotel by the owner or when the ownership is not identified, the Hotel shall keep the item for 7 days including the day it is found, and after this period, the Hotel shall turn it over to the nearest police station.
3. The liabilities of the Hotel regarding custody of baggage and/or personal belongings of the Guest prescribed in the preceding two paragraphs shall conform to 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 15 in the case of Paragraph 2.

(Liability in Regard to Parking)

Article 17 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 simply offers the space for parking, whether the key of the vehicle has been deposited at the Hotel or not. However, the Hotel shall compensate the Guest for 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)

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

Attached Table 1: The breakdown of the Accommodation charges, etc.
 (Ref. Paragraph 1 of Article 2, and Paragraph 1 of Article 12)

		Contents
Total amount to be paid by the Guest	Accommodation Charges	Basic Accommodation Charge (Room Charge (Room Charge + Breakfast/Dinner) and Service Charge)
	Extra Charges	Additional meal, other expenses, and service charge excluding those included in the accommodation fee
	Taxes	A. Consumption tax B. Bathing Tax

Remarks 1 The basic accommodation charge is based on the table of charges posted at the Hotel.

2 Children's rates apply to elementary school students and younger; 70% of the adult rate when meals and bedding equivalent to those for adults are provided, 50% when children's meals and bedding are provided, and 30% when only bedding is provided.

For infants for whom bedding and meals are not provided, a fee of 3,000 yen (excluding consumption tax, etc.) will be charged.

Attached Table No.2 Cancellation charge for Hotel (Ref. Paragraph 2 of Article 6)

Contracted Number of Guests Date when Cancellation of Contract is Notified	Up to 14 (※) Villa Shiki only	15 - 30	31 to 100	101 and more
No Show	100%	100%	100%	100%
Accommodation Day	100%	100%	100%	100%
1 Day Prior To Accommodation Day	50%	50%	50%	50%
2 Days Prior To Accommodation Day	30%	30%	30%	30%
3 Days Prior To Accommodation Day	30%	30%	30%	30%
5 Days Prior To Accommodation Day	30% (※)	30%	30%	30%
7 Days Prior To Accommodation Day			20%	20%
14 Days Prior To Accommodation Day			20%	20%
30 Days Prior To Accommodation Day				10%

(Note) 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 the first day of the cancelled period 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 charges 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 the cancellation is accepted less than 10 days prior to the occupancy, the date of acceptance shall apply with fractions counted as a whole number.