

General Terms & Conditions for Accommodation Contract

Kitahiroshima Classe Hotel

(Scope of application)

Article 1.1 The Accommodation Contract and related agreements to be concluded between this Hotel and the Guest shall be subject to these Terms and Conditions. Any matters not specified herein shall be governed by laws and regulations and generally accepted practices.

1.2 When the Hotel has agreed to conclude a Special Contract without conflicting with laws and regulations and generally accepted practices, the said Special Contract shall prevail.

(Application for Accommodation Contract)

Article 2.1 A Guest who intends to apply for an Accommodation Contract with the Hotel shall notify the Hotel of the following matters:

- (1) Name of the Guest(s)
- (2) Date of accommodation and scheduled arrival time
- (3) Accommodation charges (principally based on the Basic Accommodation Charges listed in Table 1 attached hereto)
- (4) For non-Japanese Guests, nationality, passport number, port and date of entry in Japan, and occupation
- (5) Other matters deemed necessary by the Hotel

2.2 If the Guest, during his/her stay, requests to extend the duration of stay beyond the date described in item (2) of the preceding Paragraph, the Hotel shall handle such request as an application for a new Accommodation Contract which has been made at the time of such request.

(Conclusion of Accommodation Contracts, etc.)

Article 3.1 The Contract for Accommodation shall be deemed to have been concluded when the Hotel has duly accepted the application as stipulated in the preceding Article, unless it has been certified that the Hotel has never accepted the application.

3.2 When the Contract for Accommodation is concluded in accordance with the provisions of the preceding Paragraph, the Guest is requested to pay an accommodation deposit by the date specified by the Hotel, up to the maximum amount equal to the Basic Accommodation Charges which cover the Guest's entire period of stay (three days when the period of stay exceeds three days).

3.3 The deposit shall be first applied to the total Accommodation Charges to be paid by the Guest, secondly to cancellation charges under Article 6 and thirdly to reparations under Article 18 as applicable. If there is any balance left, it shall be refunded at the time when the Accommodation Charges are paid as specified in Article 12.

3.4 If the Guest fails to pay the deposit by the date stipulated in Paragraph 2, the Hotel shall treat the Accommodation Contract as void. This provision, however, is limited only to the case where the Hotel has notified the Guest to that effect at the time when specifying the period of payment of the deposit.

(Special Contracts Requiring No Accommodation Deposit)

Article 4.1 Notwithstanding the provision of Paragraph 2 of the preceding Article, the Hotel may accept a special contract which requires no accommodation deposit specified in the same Paragraph after the conclusion of the Accommodation Contract.

2. If the Hotel, when accepting an application for Accommodation Contract, has failed to request the payment of the deposit specified in Paragraph 2 of the preceding Article and/or specify the date of that payment, the Special Contract described in the preceding Paragraph shall be considered to have been accepted by the Hotel.

(Refusal of Accommodation Contracts)

Article 5.1 The Hotel may refuse to conclude an Accommodation Contract under any of the following circumstances:

- (1) When the application for accommodation does not conform to the provisions of these Terms and Conditions
- (2) When there is no room available due to full occupancy
- (3) When the Guest seeking accommodation is considered likely to behave in violation of the provisions of laws, public order or good public morals in relation to his / her accommodation
- (4) When the Guest seeking accommodation is considered to fall under any of the following (a) to (c):
 - (a) An organized crime group stipulated in the Act on Prevention of Unjust Acts by Organized Crime Group Members (Act No. 77 of 1991), Article 2, Item 2 (hereinafter referred to as "organized crime group"), a member of an organized crime group stipulated in Article 2, Item 6, of the same law (hereinafter referred to as "organized crime group member"), quasi-member of an organized crime group, anyone with ties to an organized crime group, or anyone who corresponds to

any other form of antisocial forces;

(b) A corporation or other organizations whose business activities are controlled by an organized crime group or an organized crime group member; or

(c) A corporation with any of its officers corresponding to an organized crime group member.

(5) When the Guest seeking accommodation can be clearly identified as carrying an infectious disease

(6) When the Guest seeking accommodation engages in any act of violence in making a demand or attempts to force the Hotel to bear an undue burden in relation to his / her accommodation

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

(8) When the Guest seeking accommodation is obviously intoxicated and behaving in such a manner as to be an annoyance to other guests, or could cause any inconvenience to other guests through his/her extremely abnormal words or actions

(9) Any other circumstances comparable to those stipulated in the laws and regulations or codes of prefectural governments

(Right to Cancel Accommodation Contracts by the Guest)

Article 6.1 The Guest is entitled to cancel the Accommodation Contract by notifying the Hotel of his/ her intent of cancellation.

6.2 If the Guest has cancelled the Accommodation Contract in whole or in part due to causes attributable to the Guest (excluding cases where the Hotel has requested payment of the deposit by specifying the due date of the payment as prescribed in Paragraph 2 of Article 3 and the Guest has cancelled the Accommodation Contract before payment), the Guest shall pay cancellation charges as listed in Table 2 attached hereto. However, in the case where the Hotel has agreed to conclude a special contract under Paragraph 1 of Article 4, this provision shall be applied only to the case where the Hotel has notified the Guest of his/her responsibility to pay cancellation charges when accepting the special contract.

6.3 If the Guest does not arrive by 8:00 p.m. on the scheduled date of stay without informing the Hotel of a delay (or after the lapse of two hours past the scheduled time of arrival if it was indicated by the Guest beforehand), the relevant Accommodation Contract may be considered to have been cancelled by the Guest and will be handled accordingly.

(Right to Cancel Accommodation Contract by the Hotel)

Article 7.1 The Hotel may cancel the Accommodation Contract under any of the following circumstances:

(1) When the Guest is considered likely to behave in violation of the provisions of laws, public order or good public morals in relation to his/her accommodation;

(2) When the Guest is clearly considered to be corresponding to any of the following (a) to (c).

(a) An organized crime group, a member of an organized crime group, quasi-member of an organized crime group, anyone with ties to an organized crime group, or anyone who corresponds to any other form of antisocial forces;

(b) A corporation or other organizations whose business activities are controlled by an organized crime group or an organized crime group member; or

(c) A corporation with any of its officers corresponding to an organized crime group member.

(3) When the Guest can be clearly identified as carrying an infectious disease

(4) When the Guest engages in any act of violence in making a demand or attempts to force the Hotel to bear an undue burden in relation to his / her accommodation

(5) When the Hotel is unable to provide accommodation due to natural disasters or any other unavoidable causes

(6) When the Guest seeking accommodation is obviously intoxicated and behaving in such a manner as to be an annoyance to other guests, or could cause any inconvenience to other guests through his/her extremely abnormal words or actions

(7) When the Guest smokes in bed or vandalizes fire protection facilities, etc. or otherwise does not comply with matters prohibited under the rules of use prescribed by the Hotel (limited to those necessary for fire prevention)

(8) Any other circumstances comparable to those stipulated in the laws and regulations or codes of prefectural governments

7.2 If the Hotel cancels the Accommodation Contract in accordance with the preceding Paragraph, the Hotel shall not charge the Guest for any services which he/she has not received.

(Registration of Accommodation)

8.1 The Guest shall register the following matters at the Front Desk of the Hotel on the day of his/her accommodation:

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

(2) For non-Japanese Guests, nationality, passport number, port and date of entry in Japan, and occupation

(3) Scheduled date and time of departure

(4) Any other matters deemed necessary by the Hotel

8.2 In the case where the Guest intends to pay his/her accommodation charges as specified in Article 12 by any means other than Japanese currency, including accommodation coupons or credit cards, those means shall be shown in advance at the time of the registration described in the preceding Paragraph.

(Occupancy Hours of Guest Rooms)

Article 9.1 The Guest is entitled to occupy the contracted guestroom of the Hotel generally from 3:00 p.m. on the day of arrival to 10:00 a.m. on the day of departure, however, since the occupancy hours may differ depending on accommodation plans, it is necessary for the Guest to check his/her own plan. In the case where the Guest stays in the Hotel two or more nights in a row, the Guest may occupy the guest room all day, except for the arrival and departure days.

9.2 The Hotel may, notwithstanding the provisions of the preceding Paragraph, permit the Guest to occupy the guestroom beyond the time prescribed in the same Paragraph, in which case an additional charge will be required as follows: (1) up to 3 hours: 30% of the room charge; (2) up to 6 hours: 50% of the room charge; and (3) more than 6 hours: 100% of the room charge

Room type	Room charge (1 room per hour)	Room type	Room charge (1 room / hour)
Single	¥1,000 (tax included)	Corner Twin	¥2,000 (tax included)
Smart Twin		Superior	
Twin		Deluxe	
*The Hotel may be unable to allow extra occupancy hours depending on the status of reservations. *		Japanese and Western Combination	
*One-night charges are required for occupancy after 17:00.		Japanese	

(Business Hours)

Article 10.1 The business hours of the Hotel's main facilities are as follows, and those of other facilities, etc. shall be notified in detail by brochures provided in guestrooms, notices displayed in various places and other means.

(1) Service hours of the Front Desk, cashier, etc.:

Closing time: N/A Front service: Open 24 hours

(2) Service hours (of facilities) for dining, drinking, etc.:

(a) Breakfast 6:30 - 9:30 a.m. (b) Dinner 5:00 - 9:30 p.m.

(3) Service hours of supplementary services: available at the Front Desk.

10.2 The business hours specified in the preceding Paragraph may be temporarily changed, in which case the Guest shall be notified by proper means.

(Observance of Hotel Regulations)

Article 11. The Guest shall observe the Hotel Regulations which have been prescribed by the Hotel and posted inside the premises of the Hotel.

12 (Payment of Accommodation Charges)

Article 12.1 The breakdown and calculation methods of accommodation charges, etc. that the Guest is required to pay are as listed in Table 1 attached hereto.

12.2 Accommodation charges, etc. described in the preceding Paragraph shall be paid at the Front Desk at the time of the Guest's departure or upon request by the Hotel in Japanese currency or other means acceptable to the Hotel, including accommodation coupons and credit cards.

12.3. The accommodation charge will be charged even when the Guest has not stayed at our Hotel (Ryokan) at his/her discretion even after the Hotel has offered the guestroom to the Guest and made it available for him/her to use.

(Responsibilities of the Hotel)

Article 13.1 The Hotel shall compensate the Guest for 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, unless such damage has been caused due to reasons not attributable to the Hotel.

13.2 The Hotel is covered by Hotel Liability Insurance to address worst-case scenarios, etc.

(Handling when Unable to Provide Contracted Rooms)

14.1 The Hotel shall, when unable to provide the Guest the contracted guestroom(s), endeavor to arrange accommodations elsewhere under the same conditions as this Contract to the extent possible by obtaining the consent of the Guest.

14.2 Notwithstanding the provisions of the preceding Paragraph, the Hotel, when unable to arrange any other accommodations for the Guest, shall pay the Guest a compensation fee equivalent to the cancellation charges, which will be applied to the amount of the compensable damage. However, in cases where there is no

cause attributable to the Hotel for being unable to offer the contracted guestroom(s), the Hotel shall not pay the compensation charge.

(Handling of Deposited Articles)

Article 15.1 In the case where loss, breakage or other damage is caused to goods, cash or valuables deposited at the Front Desk by the Guest, excluding cases where such damage, etc. has occurred due to causes of force majeure, the Hotel shall compensate the Guest for the relevant damage. Regarding cash and valuables, however, of which the Hotel has requested the Guest to specify the type and value but has not been informed by the Guest, the Hotel shall compensate the Guest up to a maximum of 300,000 yen.

15.2 In the case where loss, breakage or other damage is caused, through intent or negligence on the part of the Hotel, to the goods, cash or valuables brought onto the premises of the Hotel by the Guest but are not deposited at the Front Desk, the Hotel shall compensate the Guest for the relevant damage. Regarding cash and valuables, however, of which the type and value has not been reported to the Hotel in advance by the Guest, the Hotel shall compensate the Guest up to a maximum of 300,000 yen.

(Custody of Baggage and/or Belongings of Guest)

Article 16.1 When the baggage of the Guest is brought into the Hotel before his/her arrival, the Hotel shall be liable to store it only in the case where it has accepted a request for its custody. The baggage shall be handed over to the Guest at the Front Desk at the time of his/her check-in.

16.2 When the baggage or belongings of the Guest are found after his/her check-out and their ownership is confirmed, the Hotel shall inform the owner of the article left and ask for his/her further instructions. When no such instructions are given to the Hotel by the owner, or when ownership is not confirmed, the Hotel shall handle it according to the Lost Goods Act.

16.3 The Hotel's responsibility in regard to the custody 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 with that of Paragraph 2 of the same Article in the case of Paragraph 2.

(Responsibility for Parking)

Article 17. When the Guest uses the parking lot within the premises of the Hotel, the Hotel only lends the space for parking and does not assume responsibility for care and custody of the vehicle parked, regardless of whether or not the Hotel has been asked to keep the key to the vehicle. However, the Hotel shall compensate the Guest for damage caused through intent or negligence on the part of the Hotel in respect to the management of the parking lot.

(Responsibility of the Guest)

Article 18. In the case that the Hotel has suffered damage due to the intention or fault of the Guest, the Guest shall compensate the Hotel for the relevant damage

Table 1 Breakdown of Accommodation Charges (relevant to Paragraph 1 of Article 2 and Paragraph 1 of Article 12)

		Breakdown
Total amount to be paid by the Guest	Accommodation Charges	(1) Basic Accommodation charge (room charge, breakfast and dinner)
	Extra Charges	Meals, drinks and other expenses
	Taxes	Consumption tax, bathing tax and any other taxes designated by supervisory authorities

Table 2 Cancellation Charge (relevant to Paragraph 2 of Article 6)

Contracted number of Guests	Date when Cancellation of Contract is noticed											
		No show	Accommodation day	1 day before accommodation	2 days before accommodation	3 days before accommodation	4 days before accommodation	5 days before accommodation	6 or 7 days before accommodation	8 or 9 days before accommodation	10 to 14 days before accommodation	15 to 20 days before accommodation
1 person ~ 14 people		100%	100%	80%	50%	50%	20%	20%	20%			
15 people ~ 30 people		100%	100%	80%	50%	50%	50%	50%	20%	10%		
31 people ~ 100 people		100%	100%	80%	50%	50%	50%	50%	50%	20%	10%	
101 people ~ people		100%	100%	100%	80%	80%	50%	50%	50%	50%	20%	10%