



GRAND HOTEL KANACHU

Provisions Governing

Accommodation Agreement (Revised April 2020)

Article 1 Scope of Application

01.01. The Accommodation Contract and related contracts to be concluded between our Hotel and the Guest shall be based on this Contract under the following terms and conditions of our Contract. Any matter not stipulated in this Contract shall be governed by ordinance and generally established practice.

01.02. When our Hotel has agreed to conclude a Special Contract without conflicting with ordinance and established practice, said Special Contract shall prevail.

Article 2 Application for an Accommodation Contract

02.01. A Guest who intends to apply to our Hotel for an Accommodation Contract shall be required to provide our Hotel with the following particulars:

- (1) Name(s) of Guest(s) to be registered.
- (2) Date(s) scheduled for overnight stay and estimated time of arrival.
- (3) Accommodation charge (according, in principle, to the basic accommodation charges described in the attached Schedule I).
- (4) Other information considered necessary by our Hotel.

02.02. In a case where the Guest has requested, during their stay, an extension of an overnight stay beyond the date described in Item (2) of the preceding paragraph, our Hotel shall handle the Guest's request as a new application for an Accommodation Contract that has been made at the point in time when said request was made.

Article 3 Conclusion of Accommodation Contract

03.01. The Accommodation Contract shall be considered to have been concluded at the time our Hotel has accepted the application described in the preceding Article, unless our Hotel has stated that it has not accepted said application.

03.02. When the Accommodation Contract has been concluded under the provision of the preceding Paragraph, the Application Money payable for the period scheduled for the stay as prescribed by our Hotel shall be paid by the date set by us, up to the maximum amount equal to the basic accommodation charge for three days in cases where the period scheduled for the stay exceeds three days.

03.03. The Application Money shall first be applied to the final payment of the Accommodation Charge payable, and when circumstances requiring application of the provisions of Article 6 and Article 18 have arisen, to penalty and then to compensation money in this order. If there is any balance left it shall be repaid.

03.04. In a case where the Application Money described in Paragraph 2 of this Article has not been paid by the date set by us as stipulated in the same paragraph, the Accommodation Contract shall become invalid, but this is limited only to a case where our Hotel has notified the Guest to that effect at the time when prescribing the due date for payment of the Application Money.

Article 4 Special Contract Requiring Non-Payment of Application Money

04.01. Notwithstanding the provision of the preceding Article, Paragraph 2, there are cases in which our Hotel may accept a Special Contract that does not require payment of the Application Money specified in said Paragraph after conclusion of the Contract.

04.02. When accepting an application for an Accommodation Contract, in a case where our Hotel fails to request payment of the Application Money specified in the preceding Article, Paragraph 2, and/or in a case where it fails to prescribe the due date for payment of said Application Money, the Special Contract described in the preceding Paragraph shall be considered to have been accepted.

Article 5 Refusal of the Conclusion of the Accommodation Contract

05.01. The following are cases in which our Hotel will not accept the conclusion of the Accommodation Contract.

- (1) When application for accommodation is not based on this Contract.
- (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 ordinances, public order or good public morals.
- (4) When the Guest seeking accommodation is clearly considered to be a patient with an infectious disease.
- (5) When a burden related to accommodation is requested in excess of a reasonable range.
- (6) When act of God, trouble with facilities, and other unavoidable causes prevent the Guest from staying at our Hotel.
- (7) When the Guest seeking accommodation is any of the following:

- 1) a member of or a person linked to any crime syndicate, company/group linked to a crime syndicate, radical party, or antisocial organization

(hereafter “criminal groups”)

- 2) a corporate company or any other group whose business activities are under control of crime groups or any person linked to a criminal group.
- 3) a corporate company whose director is proven to be a member or a person linked to a criminal group.
- 4) a person who has behaved in a manner that troubled severely other Guests of this Hotel.
- 5) a person who has used violence in making demands of this Hotel or its employees, or has asked this Hotel to assume an unreasonable burden.

Article 6 The Guest's Right to Cancel the Contract

06.01. The Guest may ask our Hotel to cancel the Accommodation Contract.

06.02. In a case where the Guest has canceled the Accommodation Contract in whole or in part due to causes attributable to them (which is the case when our Hotel has requested payment of the Application Money by prescribing the date due for such payment under the provision of Article 3, Paragraph 2, except in a case where the Guest has canceled the Accommodation Contract prior to such payment), payment of penalty shall be required as specified in attached Schedule 2, but in a case where our Hotel has accepted a Special Contract as described in Article 4, Paragraph 1, this provision shall be applied only to a case where our Hotel has notified the Guest of their responsibility to pay a penalty for cancelation of the Contract when accepting the Special Contract.

06.03 In a case where the Guest does not arrive by 8 p.m. on the evening of an overnight stay without informing our Hotel of the delay (or two or more hours past the scheduled time of arrival if one was indicated by the Guest), the Accommodation Contract concerned may be considered to have been canceled by the Guest and will be handled accordingly.

Article 7 The Right of Our Hotel to Cancel the Contract

07.01. The following are cases in which our Hotel may cancel the Accommodation Contract:

- (1) When the Guest is considered likely to behave in violation of the provisions of the ordinance, public order or good public morals, or considered to have behaved in such a manner.
- (2) When the Guest is clearly considered to be a patient with an infectious disease.
- (3) When a burden related to accommodation is requested in excess of a reasonable range.
- (4) When unavoidable causes, such as act of God, prevent the Guest from staying at our Hotel.
- (5) When the Guest smokes in bed or vandalizes fire-protection equipment, or does not comply with matters prohibited by our Hotel as per the rules of use prescribed by our Hotel.
- (6) When the Guest is any of the following:

- 1) a member of or a person linked to any crime syndicate, company/group linked to a crime syndicate, radical party, or antisocial organization (hereafter “criminal groups”)
- 2) a corporate company or any other group whose business activities are under control of or any person linked to a criminal group.
- 3) a corporate company whose director is proven to be a member or a person linked to a criminal group.
- 4) a person who has behaved in a manner that troubled severely other Guests of this Hotel.
- 5) a person who has used violence in making demands of this Hotel or its employees, or has asked this Hotel to assume an unreasonable burden.

07.02. In a case where our Hotel has canceled the Accommodation Contract in accordance with the provision of the preceding paragraph, charges for accommodation service that have not yet been offered to the Guest shall not be receivable.

Article 8 Registration of Accommodation

08.01. The Guest will be required to register the following particulars at the Front Desk of our Hotel.

- (1) Name, age, sex, address and occupation of the Guest.
- (2) Nationality, passport number, place and date of entry into the country a photocopy of the passport, in the case of a foreign guest.
- (3) Scheduled date and time of departure.
- (4) Other particulars considered necessary by our Hotel.

08.02 In a case where the Guest intends to pay the charges described in Article 12 by using such means in lieu of currency as traveler’ s checks, accommodation coupons, credit card, they will be required to show them at the time of registration described in the preceding Paragraph.

Article 9 Time Allowed for Use of the Guest Room

09.01. The time allowed for the Guest to use the guest room of our Hotel shall be from 2 p.m. until 11 a.m. of the following morning, except when the Guest stays for more than one night in succession, in which case the Guest may use the guest room all day except for the day of arrival and the day of departure.

09.02. Notwithstanding the provision of the preceding paragraph, there are cases when our Hotel may accept the use of the guest room during hours other than those specified in the preceding paragraph, in which case an additional charge will be required as specified below.

- (1) 30% of the daily rate for until 1:00 p.m.
- (2) 50% of the daily rate for until 3:00 p.m.
- (3) 80% of the daily rate for until 6:00 p.m.
- (4) Full amount equal to the room charge for past 6:00 p.m.

Article 10 Compliance with the Rules of Use of the Hotel

10.01. Whilst staying in our Hotel, the Guest is required to comply with the Rules of Use posted in our Hotel as prescribed by us.

Article 11 Business Hours

11.01. The business hours of principal facilities in our Hotel shall be as follows. Details of the service hours of other facilities are explained in the pamphlet provided, displays at major points inside our Hotel, our Hotel' s website and the service directory provided in each guest room.

(1) Service Hours of Front Desk, Cashier:

- (a) Entrance 24 hours daily
- (b) Front Desk 24 hours daily

11.02. The service hours described in the preceding paragraph may be changed temporarily for unavoidable reasons, in which case the Guest shall be notified by appropriate means.

Article 12 Payment of Charges

12.01. The breakdown of the accommodation charge payable by the Guest shall be as listed in attached Schedule 1.

12.02. Payment of the accommodation charges described in the preceding paragraph shall be made in currency or by other means acceptable by our Hotel, such as traveler' s check, accommodation coupon, credit card at the Front Desk at the time the Guest departs our Hotel or is charged by our Hotel.

12.03. In a case where the Guest has not stayed at our Hotel at their discretion even after we have offered the guest room to the Guest and made it available for them to use, the accommodation charge will still be charged.

Article 13 Responsibility of our Hotel

13.01. In a case where we have inflicted damage to the Guest in the course of fulfilling the Accommodation Contract and related Contracts or when in breach of such Contracts, we shall compensate for said damage, unless said damage has been caused due to a cause not attributable to us.

Article 14 Handling in a Case where the Guest Room Contracted is not Available

14.01. Should the guest room contracted for the Guest under the Accommodation Contract become unavailable for them, our Hotel shall try to offer other accommodation facilities under the same conditions as the original Accommodation Contract to the extent as possible, subject to the consent of the Guest concerned.

14.02. Notwithstanding the provision of the preceding paragraph, in cases where we are unable to offer other accommodation facilities to the Guest, we shall pay to them a compensation charge equivalent to the penalty, which will be applied to the amount of the compensable damage. However, in cases where there is no cause attributable to us for not being able to offer the guest room, we shall not pay the compensation charge.

Article 15 Handling of Checked Articles

15.01. The Hotel shall compensate the Guest for the damage when loss, breakage or other damage is caused to the goods deposited at the Front Desk by the Guest, except in the case when this has occurred due to causes of force majeure.

However, in the case of cash and valuables, we shall not compensate the Guest for damages when the Guest has failed to clearly report the kind and value of such cash and valuables upon our request. The Hotel shall compensate for damages up to ¥50,000 when the Guest has clearly reported the kind and values of such cash and valuables beforehand.

15.02. The Hotel shall not compensate the guest for damages to goods, cash or valuables that are brought into the premises of the hotel by the Guest, but which are not deposited at the Front Desk, except when the damage is caused due to the intention or negligence on the part of the Hotel. In the case of compensation, the Hotel shall pay up to ¥50,000 when the Guest has not informed our Hotel of the kinds and values beforehand.

Article 16 Custody of the Baggage or Personal Belongings of the Guest

16.01. When the baggage of the Guest has arrived at our Hotel prior to their arrival, our Hotel will keep it subject to our agreement given prior to its arrival, and will hand it to the Guest when they check in at the Front Desk.

16.02. In a case where the baggage or personal belongings of the Guest are found misplaced after they have checked out, our Hotel shall, in principle, keep them for seven days including the day when they were found, and shall deliver them to a police station near our Hotel after the passage of seven days. However, in the case of valuables, they shall be reported immediately to a police station near our Hotel. If goods, beverages, magazines and other disposables are left by a Guest, our Hotel shall dispose of them at our discretion unless the Guest notifies our Hotel by the end of the following day of the end of the accommodation.

16.03. The responsibility of our Hotel regarding the custody of the Guest's baggage or personal belongings in the case of the preceding two paragraphs shall conform to the provision of the preceding Article, Paragraph 1, in the case of Paragraph 1 of this Article and to the provision of the preceding Article, Paragraph 2, in the case of the preceding Paragraph 2.

Article 17 Responsibility for Parking

17.01. When the Guest uses the parking area of our Hotel, our Hotel only lends the parking area and does not assume responsibility for care and custody of the vehicle parked, regardless of whether our Hotel has been asked to keep the key to the vehicle. However, our Hotel shall be liable for compensation if and when the vehicle parked is damaged intentionally or negligently by our side while keeping the parking area under our control.

Article 18 Responsibility of the Guest

18.01. In a case where our Hotel has suffered damage due to the intention or fault of the Guest, the Guest shall be required to compensate our Hotel for said damage.

Article 19 The Hotel may change the Accommodation Terms at the hotel's discretion in the following cases:

- (1) When a change in the accommodation conditions conforms to the interests of the Customer.
 - (2) When the change in the accommodation conditions is not contrary to the purpose of the Contract and is reasonable in light of the necessity of the change, the significance of the changed content, the content of the change, and other circumstances related to the change.
2. In the event that the Hotel has changed the Terms of Use as set forth in the preceding paragraph, the Hotel's website shall state that it will change the Terms of Use and the contents of the changed Accommodation Contract and the Effective Date at least one month prior to the effective date of the revised Terms and Conditions.
3. If you stay at this hotel after the effective date of the changed accommodation agreement, it shall be deemed that you have agreed to the change to the accommodation agreement.

Appended table 1 Breakdown of accommodation charges (Related to Article 2 Paragraph 1 and Article 12 Paragraph 1)

		Breakdown
The total amount a guest should pay	Room charge	Basic accommodation charge and Room charge (or room charge and the charge of breakfast)
	Additional charge	The charge of eating and drinking, or additional eating and drinking (except for breakfast) and other usage charges
	Tax	Consumption tax

Remarks:

1. The Basic Accommodation Charge shall be based on the Table of Charges Posted in the guest rooms and at the Front Desk and the pamphlet.
2. Charges for children are the same as for adults.
3. Should the law be amended, it shall conform to the amended provision.

Appended table 2 Penalty (Related to Article 6 Paragraph 2)

		No-show	on the day	Previous day	9 days before	20 days before
General	Up to 14 people	100%	80%	20%		
Organization	Up to 15-99 people	100%	80%	20%	10%	
	Up to 100 people	100%	100%	80%	20%	10%

Note:

1. The percentage is the percentage of the Penalty against the Basic Accommodation Charge.
2. In a case where the number of days for accommodation has been reduced, a Penalty for one day (first day) shall be charged, regardless of the number of days reduced.
3. In a case where the Accommodation Contract has been canceled for a part of a Group (consisting of 15 members or more), the Penalty charged shall be for the number of the Group members equal to 10% (a fraction to be evened up) of the total number of the Group members booked for accommodation as of 10 days prior to the first day of occupancy (or the day when the Accommodation Contract has been accepted in less than 10 days prior to the first day of occupancy).