

KASHIKOJIMA HOJOEN

Terms and Conditions for Accommodation Contracts

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Terms and Conditions for Accommodation Contracts

Scope of Application

- Article 1 Accommodation Contracts and related agreements to be entered into between this Kashikojima Hojoen (the “Hotel”) and the guest to be accommodated (the “Guest”) shall be subject to these Terms and Conditions, and matters not stipulated in these Terms and Conditions shall be subject to the laws and regulations, etc. (meaning laws and regulations or matters otherwise based on laws and regulations; the same shall apply hereinafter) or generally accepted practices.
2. In the event that the Hotel enters into a special agreement with a Guest, to the extent that is not contrary to laws and regulations, etc. or generally accepted practices, notwithstanding the provisions of the preceding paragraph, such special agreement shall take precedence.

Application for Accommodation Contracts

- Article 2 Persons who intend to make an application for an Accommodation Contract with the Hotel shall provide the following particulars to the Hotel:
- (1) Name(s) of Guest(s)
 - (2) Dates of stay and anticipated arrival time
 - (3) Amount of Accommodation Charges (based, in principle, on the Basic Accommodation Charges in Table 1)
 - (4) Other matters deemed necessary by the Hotel
2. If the Guest requests an extension of the accommodation during his or her stay beyond the dates of stay specified in Item 2 of the preceding paragraph, such request for an extension shall, at the time the request is made, be treated as an application for a new Accommodation Contract.

Formation of Accommodation Contract, etc.

- Article 3 The Terms and Conditions for Accommodation Contracts shall be deemed to be formed when the Hotel accepts the application stipulated in the preceding Article. However, the preceding sentence shall not apply when there is evidence that the Hotel has not accepted the application.
2. When an Accommodation Contract has been formed pursuant to the provisions in the preceding paragraph, the Guest shall pay a deposit in an amount determined by the Hotel by a date specified by the Hotel, within the limit of the Basic Accommodation Charges for the accommodation period (3 days when the period of stay exceeds 3 days).
3. The deposit shall first be applied to the Accommodation Charges payable by the Guest; secondly, it shall be applied to any cancelation fees and then compensation for damages, in that order, if situations to which the provisions of Article 6 and Article 18 apply arise; and the remaining amount, if any, shall be refunded when the payment of fees is made pursuant to the provisions of Article 12.
4. If the Guest has not paid for the deposit stipulated in Paragraph 2 by the date specified by the Hotel in accordance with the provisions of Paragraph 2, the Accommodation Contract shall become void. However, the preceding sentence shall only apply if the Hotel has notified the Guest to that effect when specifying the payment date of the deposit.

Special Agreements Not Requiring Payment of a Deposit

- Article 4-1 Notwithstanding the provisions of Paragraph 2 in the preceding Article, the Hotel may enter into a special agreement that does not require the payment of a deposit stipulated in Paragraph 2 of the preceding Article following the formation of the contract.
2. When the Hotel accepts the application for the Accommodation Contract, if the Hotel did not request the payment of a deposit stipulated in Paragraph 2 of the preceding Article, or, if the Hotel did not specify the payment date for the deposit, it shall be treated as though the Hotel has accepted the special agreement stipulated in the preceding paragraph.

Request for Cooperation at the Facility to Prevent the Spread of Infectious Diseases

- Article 4-2 The Hotel may request cooperation from persons seeking accommodation in accordance with the provisions of Article 4-2, Paragraph 1 of the Hotel Business Act (Act No. 138 of 1948).

Refusal of Conclusion of Terms and Conditions for Accommodation Contracts

Article 5-1 The Hotel may refuse to accept the conclusion of an Accommodation Contract in 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 comply with these Terms and Conditions.
- (2) When there is no vacancy due to the Hotel being fully booked (or fully occupied).
- (3) When it is deemed likely that a person seeking accommodation may conduct himself or herself in a manner contrary to the provisions of laws and regulations, public order, or good morals, in relation to his or her stay.
- (4) When a person seeking accommodation is deemed to fall under any of the following items (a)-(c):
 - (a) A member of an organized group stipulated in Article 2, Item 2 of the Act on Prevention of Unjust Acts by Organized Crime Group Members (Act No. 77 of 1991) (an “Organized Crime Group”), a quasi-member of an Organized Crime Group or a person related to an Organized Crime Group, or any other antisocial force;
 - (b) A legal entity or other organization whose business activities are controlled by an Organized Crime Group or a member of an Organized Crime Group; or
 - (c) When a legal entity has an officer who falls under the category of a member of an Organized Crime Group.
- (5) When a person seeking accommodation or that person’s accompanying person engages in conduct that causes significant inconvenience to other guests.
- (6) When a person seeking accommodation is a patient with a specified infectious disease as stipulated in Article 4-2, Paragraph 1, Item 2 of the Hotel Business Act (a “Specified Infectious Disease Patient, etc.”).
- (7) When a Guest makes violent demands against the Hotel facilities or their staff or makes a request that imposes an unreasonable burden (except when the Guest requests the removal of social barriers pursuant to the provisions of Article 7, Paragraph 2 or Article 8, Paragraph 2 of the Act for Eliminating Discrimination against Persons with Disabilities).
- (8) When a person seeking accommodation repeatedly makes requests to the Hotel that are specified in Article 5-6 of the Enforcement Regulations of the Hotel Business Act as requests that are excessively burdensome to implement and may seriously impede the provision of accommodation-related services to other guests.
- (9) When it is not possible to accommodate persons seeking accommodation due to natural disasters, malfunction of facilities, or other unavoidable reasons.
- (10) When the provisions of Article 7 (Item 2) of the Mie Prefectural Ordinance concerning the Enforcement of the Hotel Business Act apply.

Explanation of Refusal to Conclude an Accommodation Contract

Article 5-2 A person seeking accommodation may request the Hotel to explain the reason for the Hotel's refusal to conclude an Accommodation Contract in accordance with the preceding Article.

Guests' Right to Cancel the Contract

Article 6 The Guest may cancel the Accommodation Contract by notifying the Hotel.

2. If the Guest cancels all or part of the Accommodation Contract due to reasons attributable to the Guest (except when the Hotel has requested payment of the deposit by specifying the payment date in accordance with the provisions of Article 3, Paragraph 2 and the Guest has canceled before for such payment), a cancellation fee listed in Table 2 will be charged. However, in the event that the Hotel has accepted a special agreement stipulated in Article 4-1, Paragraph 1, the preceding sentence shall apply only when the Guest has been informed of the obligation of the payment for cancellation fees in case of cancellation of the Accommodation Contract by the Guest before entering into the special agreement.
3. When a Guest has not arrived by 8:00 p.m. on the first day of his or her stay (or 2 hours after the anticipated time of arrival, if the anticipated time of arrival was specified in advance) without contacting the Hotel, the Hotel may deem such Accommodation Contract to have been canceled by the Guest and may treat it as such.

Hotel's Right to Cancel the Contract

Article 7-1 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 it is deemed likely that a Guest may conduct himself or herself in a manner contrary to the provisions of laws and regulations, public order, or good morals.
 - (2) When a Guest is deemed to fall under any of the following items (a)-(c):
 - (a) An Organized Crime Group, a member of an Organized Crime Group, a quasi-member of an Organized Crime Group or a person related to an Organized Crime Group, or any other antisocial force;
 - (b) A legal entity or other organization whose business activities are controlled by an Organized Crime Group or a member of an Organized Crime Group; or
 - (c) When a legal entity has an officer who falls under the category of a member of an Organized Crime Group.
 - (3) When a Guest engages in conduct that causes significant inconvenience to other guests.
 - (4) When a Guest is a Specified Infectious Disease Patient.
 - (5) When a Guest makes violent demands or makes a request that imposes an unreasonable burden in connection with the accommodation (except when the Guest requests the removal of social barriers pursuant to the provisions of Article 7, Paragraph 2 or Article 8, Paragraph 2 of the Act for Eliminating Discrimination against Persons with Disabilities).
 - (6) When a Guest repeatedly makes requests to the Hotel that are specified in Article 5-6 of the Enforcement Regulations of the Hotel Business Act as requests that are excessively burdensome to implement and may seriously impede the provision of accommodation-related services to other guests.
 - (7) When it is not possible to offer accommodation due to force majeure, such as natural disasters.
 - (8) When the provisions of Article 7 (Article 2) of the Mie Prefectural Ordinance concerning the Enforcement of the Hotel Business Act apply.
 - (9) When a Guest does not comply with the prohibition of smoking in the bedroom, tampering with fire-fighting equipment, etc., and other prohibited matters in the Terms and Conditions of Use established by the Hotel (limited to what is necessary for fire prevention).
2. In the event that the Hotel has canceled the Accommodation Contract in accordance with the provisions of the preceding paragraph, the Hotel shall not be entitled to charge the Guest fees for any accommodation services, etc. that the Guest has not yet received.

Explanation of Cancellation of Accommodation Contract

Article 7-2 A Guest may request the Hotel to explain the reason for the Hotel's cancellation of an Accommodation Contract in accordance with the preceding paragraph.

Registration of Stay

Article 8 The Guest shall register the following information at the Hotel's front desk on the day of the stay.

- (1) Guests' names, addresses, and contact information
 - (2) Nationality and passport numbers for foreign nationals who do not have a domicile in Japan
 - (3) Other matters deemed necessary by the Hotel
2. When a Guest intends to pay the fees stipulated in Article 12 by a method other than currency, such as by traveler's checks, hotel vouchers, or credit cards, the Guest must present them in advance at the time of registration as described in the preceding paragraph.

Occupancy Hours of Guest Rooms

Article 9 The Guest may occupy the Hotel's guest room from 3:00 p.m. until 10:00 a.m. the next day. However, when the Guest stays for consecutive days, the Guest may occupy the guest room throughout the day, except for the day of arrival and the day of departure.

2. Notwithstanding the provisions in the preceding paragraph, the Hotel may allow the occupancy of the guest room outside the hours stipulated in the preceding paragraph. In this case, the following additional fees will be charged.
- (1) 30% of the Hotel's room charge for up to 2 additional hours
 - (2) 50% of the Hotel's room charge for up to 4 additional hours
 - (3) 100% of the Hotel's room charge for 4 additional hours or more
3. The amount equivalent to the room charge set forth in the preceding paragraph shall be 70% of the Basic Accommodation Charge.

Compliance with Terms and Conditions of Use

Article 10 In the Hotel, the Guests shall comply with the Terms and Conditions of Use established by the Hotel, which are posted inside the Hotel.

Business Hours

Article 11 The business hours of the main facilities of the Hotel are as follows and detailed business hours will be indicated on notices placed in various places.

- (1) Service hours of front desks, cashiers, etc.
 - (a) Curfew None
 - (b) Front desk service 7:00 a.m. – 10:00 p.m.
- (2) Service hours for food and beverage, etc.
 - (a) Breakfast 7:00 a.m. – 9:00 a.m.
 - (b) Lunch (closed on certain days) 11:30 a.m. – 1:00 p.m.
 - (c) Dinner 5:30 p.m. – 9:00 p.m.
 - (d) Coffee 11:00 a.m. – 4:00 p.m.
 - (e) Bar 8:00 p.m. – 11:30 p.m.
 - (f) Karaoke rooms 7:30 p.m. – 11:30 p.m.
 - (g) Late-night food area 8:00 p.m. – 11:30 p.m.
- (3) Ancillary service facility hours
 - (a) Bowling alley 4:00 p.m. – 10:00 p.m.
 - (b) Shops 7:30 a.m. – 9:00 p.m.
 - (c) Game area 3:00 p.m. – 10:00 p.m.
 - (d) Public bath 5:00 a.m. – 9:00 a.m. 2:00 p.m. – 0:00 a.m.

2. The hours in the preceding paragraph may be changed at any time if necessary or unavoidable, in which case, notification will be given by appropriate means.

Payment of Accommodation Charges

Article 12 The breakdown of Accommodation Charges, etc. to be paid by the Guest is listed in Table 1.

- 2. Payment of the Accommodation Charges, etc. stipulated in the preceding paragraph shall be made at the front desk at the time of the Guest's departure or at the time of request by the Hotel, in Japanese currency or by other means acceptable to the Hotel, such as traveler's checks, hotel vouchers, or credit cards, instead of currency.
- 3. Accommodation Charges shall be paid even if the Guest voluntarily fails to occupy the guest room provided and made available to the Guest by the Hotel.

Liability of the Hotel

Article 13 The Hotel shall compensate for any damage caused to the Guest in the performance of the Accommodation Contract and related agreements, or in the event of non-performance of such agreements. However, the preceding sentence shall not apply if the reason is not attributable to the Hotel.

- 2. The Hotel has ryokan liability insurance to protect against fire and other emergencies.

Treatment When Contracted Guest Room Cannot be Provided

Article 14 When the Hotel cannot provide the contracted guest room to the Guest, the Hotel shall, with the consent of the Guest, make arrangements at another accommodation facility under the same conditions to the extent possible.

- 2. When it is not possible to make arrangements at another accommodation facility notwithstanding the provisions of the preceding paragraph, the Hotel shall pay a compensation fee to the Guest that is equivalent to the cancellation fees, and the compensation fee shall be paid as the amount of compensation for damages. However, when the Hotel is unable to provide a guest room for causes that are not attributable to the Hotel, the Hotel shall not pay any compensation fee to the Guest.

Handling of Deposited Articles, etc.

- Article 15 In the event of loss, breakage, or other damage to any goods, cash, or valuables deposited at the front desk by a Guest, the Hotel shall compensate the Guest for such damage, except in the case of force majeure. However, in the case of cash and valuables, when the Hotel requests a declaration of the type and value of such items and the Guest fails to do so, the Hotel's compensation for damages shall be limited to JPY 150,000.
2. The Hotel shall compensate the Guest for damages when there is any loss, breakage, or other damage caused by the Hotel's intentional act or negligence, to goods, cash, or valuables that were brought into the Hotel by the Guest but not deposited at the front desk. However, when the Guest does not notify the Hotel in advance of the type and value of such items, the Hotel's compensation for damages with respect to such items shall be limited to JPY 150,000, except when damages are caused by the Hotel's intentional act or gross negligence.

Storage of Guest's Luggage or Personal Belongings

- Article 16 When a Guest's luggage arrives at the Hotel prior to the Guest's stay, the Hotel shall store the luggage at its responsibility only if the Hotel has consented in advance of the arrival, and shall hand over the luggage to the Guest when checking in at the front desk.
2. When a Guest's luggage or personal belongings are left behind at the Hotel after the Guest has checked out, the Hotel shall contact the owner and ask for instructions when the identity of the owner is clear. However, when there are no such instructions or when the identity of the owner is unclear, the luggage and/or the personal belongings shall be kept for 7 days, including the day of discovery of the articles left behind, after which it shall be reported to the nearest police station.
 3. The Hotel's liability with regard to storing the Guest's luggage or personal belongings in the case of the two preceding paragraphs in this Article shall be in accordance with the provisions of Paragraph 1 of Article 15 with respect to Paragraph 1 of Article 16 and in accordance with the provisions of Paragraph 2 of Article 15 with respect to Paragraph 2 of Article 16.

Liability for Parking

- Article 17 The Hotel shall not be liable for the custody of any Guest's vehicle when the Guest utilizes the Hotel's parking lot since the Hotel merely rents out space, regardless of whether the key of the vehicle has been deposited to the Hotel or not. However, the Hotel shall compensate the Guest for damage caused by an intentional act or negligence on the part of the Hotel with respect to the management of the parking lot.

Liability of the Guest

- Article 18 In the event that the Hotel suffers damage due to an intentional act or negligence on the part of the Guest, the Guest shall compensate the Hotel for such damages.

Disclaimer

- Article 19 The use of computer communications from within the Hotel is at the Guest's own risk. The Hotel shall not be liable for any damage whatsoever incurred by the user as a result of service interruption due to system failure or any other reason while using computer communications. In addition, if any damage is caused to the Hotel or a third party as a result of an act that the Hotel deems inappropriate when using computer communications, the user shall indemnify the Hotel and the third party for such damage.

Revisions of these Terms and Conditions

Article 20 In the following cases, by revising these Terms and Conditions, the Hotel may deem that the provisions in the revised Terms and Conditions have been agreed to and revise the Accommodation Contract without reaching an agreement with each Guest.

- (1) When the revisions to these Terms and Conditions are consistent with general interests of the users.
- (2) When the revisions to these Terms and Conditions are not contrary to the purpose of the Accommodation Contract, and the revisions are reasonable in light of the necessity of the change, the appropriateness of the revised contents, and other circumstances.

2. In the event that the Hotel revises these Terms and Conditions, the Hotel shall notify the users of the fact that these Terms and Conditions will be revised, the contents of the revised Terms and Conditions, and the effective date of the revised Terms and Conditions through the Internet or by other appropriate means.

Governing Law; Court of Jurisdiction

Article 21 Any disputes related to the Terms and Conditions for Accommodation Contracts shall be governed by the laws of Japan and shall be subject to the exclusive jurisdiction of the district court having jurisdiction over the place where the Hotel is located.

<Table 1> Breakdown of Accommodation Charges (related to Article 2, Paragraph 1 and Article 12, Paragraph 1)

		Breakdown	
Total amount payable by the Guest	Accommodation Charges	(1) Basic Accommodation Charge room charge (or room charge + breakfast charge)	(2) Service fees ((1)×10%)
	Additional Fees	(3) Additional food and beverages (except for that included in (1) above)	(4) Services fees ((3) × 10%)
	Taxes	(a) Consumption taxes	(b) Bathing tax

- Notes:
1. The Basic Accommodation Charges are the rate at the time of reservation.
 2. Child rates shall apply to elementary school students and younger. 70% of the adult rates shall apply when meals and bedding equivalent to those for adults are provided, 50% when meals and bedding for children are provided, and 30% when only bedding is provided.
For infants for whom meals and bedding are not provided, a facility fee of JPY 2,000 (tax not included) will be charged.

<Table 2> Cancellation Fees (related to Article 6, Paragraph 2)

Date of contract cancellation notice Number of guests contracted	No show	Same day	Day before	2 days before	3 days before	5 days before	6 days before	7 days before	8 days before	14 days before	15 days before	30 days before
	Up to 14 guests	100%	50%	20%	20%	20%						
15 to 30 guests	100%	50%	20%	20%	20%	20%						
31 to 100 guests	100%	70%	50%	20%	20%	20%	20%	20%	10%	10%		
101 guests and up	100%	70%	50%	25%	25%	25%	25%	25%	15%	15%	10%	10%

- Notes:
1. % is the ratio of the cancellation fee to the Basic Accommodation Charge.
 2. If the number of days contracted is shortened, the cancellation fee for one day (the first day) will be collected regardless of the number of days shortened.
 3. In the event that a contract is canceled for a part of a group of guests (15 or more), no cancellation fees will be charged for the number of guests who are 10% of the number of guests staying (rounded up if a fraction remains) 10 days prior to accommodation (or the date of acceptance if the application is accepted after that date).