

Lodging Regulations

(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. Any particulars not provided herein shall be governed by laws and regulations ("laws and regulations," or those based on laws and regulations. The same shall apply hereinafter) and/or generally accepted practices.
2. In the case when 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 the special contract shall take precedence over the provisions of these Terms and Conditions, notwithstanding the preceding Paragraph.

(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.
 - (2) Date of accommodation and estimated time of arrival.
 - (3) Accommodation charges (based in principle on the Attached Table No. 1).
 - (4) Other particulars deemed necessary by the Hotel.
2. If Guests request to extend their stay, during their stay, 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 where 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 set by the Hotel within the limits of Basic Accommodation Charges covering the Guest's entire period of stay by the date specified by the Hotel.
 3. The deposit shall be first used for the Total Accommodation Charge to be paid by the Guest, secondly for cancellation charges under Article 6 and thirdly for reparations under Article 17 as 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 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 payment of the deposit as stipulated in Paragraph 2 of the preceding Article and/or has not specified the date of payment of the deposit at the time the application for an Accommodation Contract has been accepted, it shall be treated as though the Hotel has accepted a special contract prescribed in the preceding Paragraph.

(Request for cooperation in infection control measures at facilities)

Article 4-2. The Hotel may request cooperation from the person who intends to stay at the hotel in accordance with the provisions of Article 4-2, Paragraph 1 of the Hotel Business Act (Act No. 138 of 1948).

(Refusal of Accommodation Contracts)

Article 5. The Hotel may not accept the conclusion of an Accommodation Contract under any of the following circumstances. 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 there is no vacancy.
- (3) When the Guest seeking accommodation is deemed liable to conduct himself/herself in a manner that will violate laws or act against the public order or good morals in regard to his/her accommodation.
- (4) When the person who intends to stay at this hotel is deemed to fall under any of the following items (a) through (c).
 - (a) Organized Crime Groups as defined in Article 2, Item 2 of the Act on Prevention of Unjust Acts by Organized Crime Groups (Act No. 77 of 1991) (hereinafter referred to as "Organized Crime Groups"), members of organized crime groups as defined in Article 2, Item 6 of the same article (hereinafter referred to as "Members of Organized Crime Groups"), associate members of organized crime groups or persons related to organized crime groups, or other antisocial groups.
 - (b) When the person is a organized crime group or a corporation or other organization whose business activities are controlled by a organized crime group or a member of an organized crime group.
 - (c) A person who is a juridical person and one of its officers falls under the category of an organized crime group member.
- (5) When the person is behaving in such a manner as to be an annoyance to other guests.
- (6) When a person who intends to stay at this hotel is a patient, etc. of a specified infectious disease as defined in Article 4-2, paragraph 1, item 2 of the Hotel Business Act (hereinafter referred to as "patient, etc. of specified infectious disease").
- (7) When a violent act of demand is committed or a burden exceeding a reasonable range is demanded with regard to accommodation (Excluding cases where the person seeking accommodation requests the removal of social barriers pursuant to the provisions of Article 7, Paragraph 2 or Article 8, Paragraph 2 of the Act (Act No. 65 of 2013. Hereinafter referred to as the "Act on Elimination of Discrimination against Persons with Disabilities") on Promotion of Elimination of Discrimination on the Basis of Disability.).
- (8) When the person who intends to stay in the Hotel has repeatedly made a request to the Hotel as specified in Article 5-6 of the Enforcement Regulations of the Hotel Business Act as a request whose burden is

excessive in its implementation and which may seriously impede the provision of accommodation-related services to other guests.

- (9) When the Hotel is unable to provide accommodation due to natural calamities, malfunction of facilities and/or other unavoidable causes.
- (10) When the case falls under the provisions of Article 7 of The Kyoto Prefectural Hotel Management Law.
- (11) Other than the foregoing, cases similar to the preceding items and besides, when it is recognized that there are justifiable reasons why the hotel does not accept the conclusion of a lodging contract.

(Explanation of refusal to conclude a contract of accommodation)

Article 5-2. The person who intends to stay may request the Hotel to explain the reasons for its refusal to enter into a contract of accommodation in accordance with the preceding article.

(Right to Cancel Accommodation Contracts by the Guest)

Article 6. The Guest is entitled to 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 prescribed in Paragraph 2 of Article 3 and the Guest has cancelled before 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 payment of cancellation charges in case of cancellation by the Guest.
3. If the Guest does not appear by 10:00 pm. of the accommodation date (without advance notice 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.
4. In the case of the cancellation of the lodging contract for the limited plans, packages, rates and dates which are specified by the hotel, hotel may define and charge the different rate of cancellation fees from the stated in Paragraph 2 of this Article.
5. Hotel may define and charge the penalty fees separately for the cancellation of contracts with specific organizations designated by the hotel.

(Right to Cancel Accommodation Contract by the Hotel)

Article 7. The Hotel may cancel the Accommodation Contract under any of the following circumstances. However, this paragraph does not mean that this hotel may refuse accommodation in cases other than those listed in Article 5 of the Hotel Business Act.

- (1) When the Guest is deemed liable for conduct and/or has conducted himself/herself in a manner that will violate laws or act against the public order and good morals in regard to his/her accommodation.
- (2) When it is recognized that the Guest falls under any of the following items (a) through (c).
 - (a) When the Guest is a crime group, a member of a crime group, a quasi-constituent of a crime group, or a person related to a crime group, or any other antisocial group.
 - (b) When the Guest is a juridical person or other organization whose business activities are controlled by a crime group or a member of a crime group.

- (c) when the Guest seeking accommodation is a corporation which any of directors are proven to be a member of an organized crime group.
 - (3) When the Guest is behaving in such a manner as to be an annoyance to other guests.
 - (4) When the Guest is a patient, etc. of specified infectious disease.
 - (5) When the Guest who intends to stay at the accommodation commits a violent demand act or asks for a burden exceeding a reasonable range with regard to the accommodation (except when the guest requests the removal of social barriers as provided in Article 7, paragraph 2 or Article 8, paragraph 2 of the Act on Elimination of Discrimination against Persons with Disabilities).
 - (6) When the Guest repeatedly makes a request to this hotel that is so burdensome in its implementation that it may seriously impede the provision of accommodation-related services to other guests, as specified in the Article 5-6 of the Enforcement Regulations of the Hotel Business Act.
 - (7) When the Hotel is unable to provide accommodation due to natural calamities and/or other causes of force majeure.
 - (8) When the case falls under the provisions of Article 7 of The Kyoto Prefectural Hotel Management Law.
 - (9) When the Guest does not observe prohibited actions such as smoking in bed, tampers with fire-fighting facilities and otherwise breaches Hotel Regulations stipulated by the Hotel.
2. If the Hotel has canceled the Accommodation Contract in accordance with the preceding Paragraph, the Hotel shall not charge the Guest for any of the services during the contractual period he/she has not received.

(Explanation of Cancellation of Accommodation Contract)

Article 7-2. In the event that the Hotel cancels the accommodation contract in accordance with the preceding article, the Guest may request an explanation of the reasons for such cancellation.

(Registration)

Article 8. The Guest shall register the following particulars the Front Desk of the Hotel on the day of accommodation:

- (1) Name, address, and contact information of the Guest.
- (2) Nationality and passport number for foreigners who do not have a domicile in Japan.
- (3) Other particulars deemed necessary by the Hotel.

Personal information that is registered in accordance with the provisions of the law or these Regulations is used for overall lodging operation, and is not used for any other purpose. Also, the hotel may confirm reservation by telephone, post, fax, e-mail, etc. In this connection, the hotel will not disclose or provide customers' personal information to third parties unless there is a justifiable reason.

- 2. In the case when the Guest intends to make payment of the charges in accordance with Article 12 by any means other than Japanese currency, such as coupons, credit cards, etc., these credentials shall be shown in advance at the time of registration in accordance with the preceding paragraph.
- 3. For Paragraph 1 Item 2, a copy of your passport will be kept at the hotel in accordance with the Ministerial Ordinance of the Hotel Business Law.

(Occupancy Hours of Guest Rooms)

Article 9. The Guest is entitled to occupy the contracted guest room of the Hotel from 3:00 pm. on the day of arrival to 11:00 am on the day of departure. However, in the case when the Guest is accommodated continuously, the Guest may occupy the guest room all day, 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 guest room beyond the time prescribed in the same Paragraph. In this case, you will be charged an additional fee listed on the service screen of the in-room television (hereafter referred to as “Information etc.”).

(Observance of Hotel Regulations)

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

(Business Hours)

Article 11. Business hours of the main facilities of the hotel will be announced on bulletin boards here and there, information in the guest room, etc.

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

(Payment of Accommodation Charges)

Article 12. The explanation of 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 at Front Desk at the time of the Guest's departure or upon request by the Hotel in Japanese currency. Other means acceptable to the Hotel are coupons and credit cards.

3. Accommodation charges shall be paid even if the Guest voluntarily does not utilize the accommodation facilities provided for him/her by the Hotel.

(Liabilities of the Hotel)

Article 13. 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. However, the same shall not apply in cases where 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.

3. The hotel is not liable at all for damage owing to equipment failure, software failure, communication result, etc. caused by the lodging guest's using computer communication such as the Internet connection in the guest room. In addition, the hotel cannot be held responsible at all for suspension and damage caused by system failures, technical problems or communication interruption.

(Handling when Unable to Provide Contracted Rooms)

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 reparations. However, when the Hotel cannot provide accommodation due to causes for which the Hotel is not liable, the Hotel will not compensate the Guest.

(Handling of Deposited Articles)

Article 15. The Hotel shall compensate for the Guest for damages when loss, breakage, or other damage occurs to goods, cash, or valuables deposited at the front desk by the Guest, except in the case when such damage is caused by force majeure. However, for cash and valuables, when the Hotel has requested the Guest for an appraisal of the value and the Guest has failed to do so, the Hotel shall compensate the Guest up to a maximum of 150,000 yen.

2. The Hotel shall compensate the Guest for damages when 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. However, in the event that the type and value of the guest's property or cash and valuables have not been disclosed in advance, this hotel shall compensate for damages up to 150,000 yen, except in the case of intent or gross negligence on the part of the hotel.
3. Items such as artistic objects and antiques are not accepted.

(Custody of Baggage and/or Belongings of Guest)

Article 16. 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 when such a request has been accepted from the Hotel. The baggage shall be handed over to the Guest at the Front Desk at the time of his/her check-in.

2. In the event that lodging guest's luggage or portable items are left behind at the hotel after the guest has checked out, the hotel in principle waits for an inquiry from the owner and asks for his or her directions. If the owner does not give directions or if the owner is not known, cash or articles deemed valuable by the hotel will be stored in prescribed time period, and then delivered to the nearest police station. However, food and drinks, tobaccos, magazines and articles the hotel finds it difficult to store due to hygiene reasons are disposed on the same day.
3. The Hotel's liability in regards 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 the provisions of Paragraph 2 of the same Article in the case of Paragraph 2.

(Liability of the Guest)

Article 17. The Guest shall compensate the Hotel for damage caused through intent or negligence on part of the Guest.

(Governing language)

Article 18 These Regulations are drafted in Japanese and English. If there is a discrepancy between the Japanese and English texts, the Japanese one shall prevail in all respects. In addition, these Regulations shall

comply with Japanese law. In the event of a dispute that arises concerning these Regulations, the Kyoto District Court shall be the exclusive agreement jurisdictional court of the first instance trial.

(Governing Law)

Article 19 The construal, clauses and effects of the lodging contract based on these Terms and Conditions are governed by the laws of Japan.

(Agreed Jurisdiction)

Article 20 The hotel and the guest shall agree that, in the event of any judicial dispute arising regarding the lodging contract based on these Terms and Conditions and any agreements related thereto, such dispute shall be brought to the exclusive agreed-upon jurisdiction of the Kyoto District Court in the first instance.

(Contract Revise)

Article 21 The hotel may revise these Terms and Conditions at the hotel's own discretion.

2. In the case where the hotel intends to revise these Terms and Conditions, the fact of such revision will be made, the content of these Terms and Conditions after such revision and the date on which such revisions take effect shall be notified on the hotel's website by no later than one (1) month prior to the date on which the revisions are due to take effect.
3. In the case where the guest has used the hotel's services based on these Terms and Conditions on or after the date on which the revised Terms and Conditions take effect, it shall be regarded that the guest has agreed upon the revisions hereto.

【Attached Table No. 1 Breakdown of Accommodation Charges (Ref. Paragraph 1 of Article 2 and Paragraph 1 of Article 12)】

Total Amount to be paid by Guest		Contents
	Accommodation Charges	Basic Accommodation Charges (Room Charges)
	Extra Charges	Other usage charges
	Taxes	Taxes stipulated by laws and regulations, such as consumption tax

Remarks: Basic Accommodation Charges are as displayed on the pricelist found at Reception.

Attached Table No. 2

Cancellation Charge (Ref. Paragraph 2 of Article 6)

Number of Rooms Confirmed Date of Notification of Contract Cancellation	1 to 10	11 to 50	51 or more
No-show	100%	100%	100%
Arrival Date	100%	100%	100%
1 Day prior to Arrival date	80%	80%	80%
2 Days prior to Arrival date	50%	50%	50%
9 Days prior to Arrival date	-	20%	30%
20 Days prior to Arrival date	-	10%	20%
30 Days prior to Arrival date	-	-	10%

Note:

1. Above % signifies the rate of cancellation charge according to Accommodation Charges on Appended Table 1.
2. In case of certain changes such as reducing the number of contracted days or rooms, the Guest shall pay a penalty for all days and rooms cancelled according to Appended Table 2.
3. When part of a group booking (for 11 or more rooms) is canceled, the cancellation charge shall not be charged for persons in the booking equivalent to 10% (with fractions rounded up) of the total number of persons if cancellation is made 10 days prior to occupancy (when accepted less than 10 days prior to the occupancy, as of the date). The "Date of Notification of Contract Cancellation" shall be based on Japan Standard Time.