

TERMS AND CONDITIONS FOR ACCOMMODATION CONTRACTS

(Scope of Application)

Article 1

Contracts for Accommodation and related agreements to be entered into between this Ryokan/Hotel and the Guest to be accommodated shall be subject to these Terms and Conditions .And any particulars not provided for 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 Ryokan/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 preseding Paragraph,the special contact shall take precedence over the provisions of these Terms and Conditions.

(Application for Accommodation Contracts)

Article 2

A Guest who intends to make an application for an Accommodation Contract with the Ryokan/Hotel shall notify the Ryokan/Hotel of the following particulars:

(1) Name of the Guest(s)

(2) Contact information of guests

(3)Date of accommodation and estimated time of arrival:

(4)Accommodation Charges (based in principle on the Basic Accommodation Charges listed in the

attached Table No.1)and

(5)Other particulars deemed necessary by the Ryokan/Hotel.

2. When the person who has applied for the accommodation contract is requested by the hotel to submit an accommodation list containing the name, address, contact information, etc. of the guest, he/she shall submit the list immediately even after the accommodation contract is concluded.

3. If, during the stay, the guest requests to continue the stay beyond the date of the stay mentioned in item 3 of paragraph 1 above, the hotel will treat it as if a new application for accommodation contract has been made at the time such request is made.

4. Guests who require special consideration when applying for a contract should inform us in advance (at the time of application for a contract).

The hotel will accommodate such requests to the extent possible.

5. Based on the request in the previous section, the costs incurred by our facility for special measures taken for the guests shall be borne by the guests.

Article 3

A Contract for Accommodation shall be deemed to have been concluded when the Ryokan/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 Ryokan/Hotel has not accepted the application.

2. In the event that the Ryokan/hotel has presented an incorrect room charge on the Internet site, or

provided an incorrect room charge by telephone, and the guest applies for a room contract based on said room charge and the Ryokan/hotel accepts the contract, if said room charge is significantly lower than the room charge for the preceding and following dates, the Ryokan/hotel will cancel the room contract because the guest has accepted the contract based on an error of the civil law, unless there is a reason for the lower rate such as “limited,” “special,” or “campaign” for the rate.

3. The Ryokan/hotel may call the guest's contact number to confirm the reservation on any day prior to the scheduled stay.

4. When a lodging agreement is established under the provisions of paragraph 1, you may be required to pay the deposit specified by our facility by the designated date, limited to the basic accommodation fee for the duration of stay (3 days if it exceeds 3 days).

5. The deposit shall be first used for the Total Accommodation Charges to be paid by the Guest, then secondly for any cancellation fee under Article 7 and thirdly for the reparations under Article 18 if applicable, and the remainder, if any, shall be refunded at the time of the payment of the Accommodation Charges as stated in Article 13.

6. When the Guest has failed to pay the deposit by the date stipulated in Paragraph 4, the Ryokan/Hotel shall treat the Accommodation Contract as invalid. However, the same shall apply only in cases where the Guest is thus informed by the Ryokan/Hotel when the period of payment of the deposit is specified.

7. The hotel will charge the room rate at the time the guest checks out, and in the case of consecutive nights, the hotel may, at any time, charge the guest to settle the amount already paid for the stay.

(Special Contracts Requiring No Accommodation Deposit)

Article 4.

1. Notwithstanding the provisions of Paragraph 4 of the preceding Article, the Ryokan/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 Ryokan/Hotel has not requested the payment of the deposit as stipulated in Paragraph 4 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 through the Ryokan/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).

2. The person who intends to stay at the hotel may not refuse the request for cooperation in the preceding paragraph without a justifiable reason, and if the person does not respond to the request for cooperation in the preceding paragraph without a proper reason, and if the person concerned later becomes a patient, etc. of a specified infectious disease, the expenses required to take measures to prevent infection such as disinfection of facilities made necessary by the use of such person, The person concerned shall bear all damages such as lost profits due to the facility that cannot be used during such period.

(Refusal of Accommodation Contracts)

Article 5.

The Ryokan/Hotel may not accept the conclusion of an Accommodation Contract under any of the following circumstances. However, this paragraph does not mean that the Ryokan/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 Ryokan/Hotel is fully booked and no room is available;
- (3) When the Guest seeking accommodation is deemed liable to conduct himself in a manner that will violate laws or act against the public order or good morals in regard to his/her accommodation.
- (4) When it is deemed that there is a risk of disturbing the peaceful order in the hotel, such as when a person who intends to stay in the hotel repeatedly lodges complaints or demands without reasonable grounds in the hotel.
- (5) When the person who intends to stay at this hotel is deemed to fall under any of the following items
 - (a) through (c).
 1. (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.
 2. (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.

3.(c) A person who is a juridical person and one of its officers falls under the category of an organized crime group member.

(6) When a person who intends to stay in the room has said or done something that causes significant inconvenience to other guests.

(7) 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").

(8) 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.).

(9) When the person who intends to stay in the Ryokan/Hotel has repeatedly made a request to the Ryokan/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.

(10) When the Ryokan/Hotel is unable to provide accommodation due to natural calamities, disfunction of the facilities and/or other unavoidable causes.

(11) When the person who intends to stay at the Ryokan/hotel falls under Article 5, Paragraph 1, Item

3 of the Ryokan Business Law.

- (12) When the person applying for accommodation has made the application by concealing his/her own commercial purpose.
- (13) When the Ryokan/Hotel deems it legally or practically obliged to close due to an order, instruction, or recommendation by a government or municipal office.
- (14) When the Ryokan/hotel does not have the physical or human resources to spare. For guests who cough, etc., the hotel shall take measures to prevent infection as required by law or fact by order, instruction, or recommendation of the public authorities.
- (15) When making repeated demands that may place an excessive burden on the accommodation facilities, significantly obstructing the provision of accommodation services.
- (16) When the provisions of Article 6 of SHIMANE /Prefectural Ordinance.

(Explanation of refusal to conclude a contract of accommodation)

Article 6.

The person who intends to stay may request the Ryokan/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 7

1. The guest may cancel all or part of the accommodation contract at any time by paying the cancellation fee stated in Appendix 2 to the Ryokan/ 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 Ryokan/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 fee 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 fee in case of cancellation by the Guest.

3. If the guest does not arrive at the hotel by 8:00 p.m. on the day of the stay (or 2 hours after the estimated time of arrival, if such time has been specified in advance), the hotel may treat the contract as having been cancelled by the guest. In such a case, the hotel will charge the cancellation fee as shown in Appendix 2.

Article 8.

The Ryokan/Hotel may cancel the Accommodation Contract under any of the following cases:

However, this paragraph does not mean that the Ryokan/Hotel may refuse accommodation in cases other than those listed in Article 5 of the Ryokan/Hotel Business Act.

- (1) When the Guest is deemed liable to conduct and/or have conducted himself in a manner that will contravene the laws or act against the public order or good morals in regard to his accommodation;
- (2) When the guest falls under Article 5, Paragraph 1, Item 3 of the Inn Business Law.
- (3) When it is recognized that the guest falls under any of the following (a) through (c)

- (a) Boryokudan (organized crime groups), Boryokudan members, quasi-organized crime groups, or persons related to Boryokudan, or other antisocial forces
- (b) When the guest is a corporation or other organization whose business activities are controlled by Boryokudan or Boryokudan members
- (c) A corporation, any one of whose officers falls under Boryokudan members.
- (4) When the guest has said or done something that causes significant inconvenience to other guests
- (5) When the guest is a patient of a specified infectious disease.
- (6) When a violent act of demand is committed or a burden exceeding a reasonable range is demanded with regard to accommodation (except when a 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).
- (7) When a guest repeatedly makes a request to the hotel that is so burdensome that it may seriously impede the provision of accommodation-related services to other guests, as specified in Article 5-6 of the Enforcement Regulations of the Ryokan Business Law.
- (8) When the Ryokan/Hotel is unable to provide accommodation due to natural calamities and / or other causes of force majeure;
- (9) When the provisions of Article 7 of SHIMANE / Prefectural Ordinance are applicable;
- (10) 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 Regulations stipulated by the Ryokan/Hotel

(restricted to particulars deemed necessary in order to avoid the causing of fires).

(11) When it is found out that the situation stipulated in Article 5 (12) has occurred after the accommodation contract has been concluded.

(12) When the person who has applied for accommodation fails to immediately respond to the request made by the Ryokan/hotel in accordance with Article 2(2).

(13) When the Ryokan/hotel judges that it is legally or practically obliged to close due to an order, instruction, or recommendation by a government or municipal office.

(14) When the Ryokan/hotel does not have the physical or human resources to take the measures required by law or fact to prevent infection due to an order, instruction, or recommendation from a government or municipal office concerning a guest who develops a fever or coughs, etc.

(15) Repeatedly makes requests that are likely to overburden the accommodation facility and seriously impede the provision of accommodation services.

(16) When there is an act in violation of the accommodation contract, and despite requests for correction, the act is not corrected.

2. When the accommodation contract is cancelled by the hotel in accordance with the provisions of the preceding paragraph, the hotel will not charge the guest for accommodation services that the guest has not yet received. However, if the cancellation is due to the guest's conduct during his/her stay, the hotel may ask the guest to pay a penalty fee for the accommodation services that have not yet been provided.

(Explanation of Cancellation of Accommodation Contract)

Article 8-2

In the event that the Ryokan/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 9.

The Guest shall register the following particulars at the front desk of the Ryokan/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

Other particulars deemed necessary by the Ryokan/Hotel.

2. In the case when the Guest intends to pay his Accommodation Charges prescribed in Article 13 by any means other than Japanese currency. such as traveler's cheques , 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 10

The Guest is entitled to occupy the contracted guest room of the Ryokan/Hotel from 3 p.m. to 10 a.m. the next morning. 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. Notwithstanding the provisions of the preceding paragraph, the Ryokan/hotel may accept the use of a room outside the hours specified in the main clause of the preceding paragraph. In such cases, the Ryokan/hotel will charge an additional fee in accordance with the Ryokan/hotel's regulations.

(Observance of Use Regulations)

Article 11.

The Guest shall observe the Use Regulation established by the Ryokan/Hotel, which are posted within the premises of the Ryokan/Hotel.

(Business Hours)

Article 12.

The business hours of the main facilities. etc. of the Ryokan/Hotel are as follows . and those of other facilities. etc. shall be notified in detail by brochures as provided, notices displayed in each place , service directories in guest room and others.

(1) Service hours of front desk. A Closing time 0:00 am

cashier's desk , etc. B Front service 7:00 am ~ 10:00 pm

(2) Service hours (at facilities) A Breakfast am 7:00 to am9:30

for dining , drinking . etc B Dinner pm 6:00 to pm 9:00

(3) Service hours of auxiliary facilities A SOUVENIR SHOP am 7:00 to am 10:30

pm 3:00 to pm 21:30

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

(Payment of Accommodation Charges)

Article 13

The breakdown of the Accommodation Charges, 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 cheques , coupons or credit cards recognized by the Ryokan/Hotel at the front desk at the time of the departure of the Guest or upon request by the Ryokan/Hotel .

3. Accommodation Charges shall be paid even if the Guest voluntarily does not utilize the accommodation facilities which have been provided for him by the Ryokan/Hotel and are at his disposal.

(Liabilities of the Ryokan/Hotel)

Article 14.

The Ryokan/Hotel shall compensate the Guest for the damage if the Ryokan/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 case when such damage has been caused due to

reasons for Which the Ryokan/Hotel is not liable.

2. The hotel has Ryokan liability insurance to protect against fire and other emergencies.

(Handling when unable to provide Contracted Rooms)

Article 15.

In the event that the Ryokan/hotel is unable to provide a guest with a contracted room within the Ryokan/hotel's accommodation facilities, the hotel shall, with the consent of the guest, arrange for other accommodation under the same conditions as far as possible.

2. When arrangement of other accommodation can not be made notwithstanding the provisions of the preceding Paragraph , the Ryokan/Hotel shall pay the Guest a compensation fee equivalent to the cancellation fee and the compensation fee shall be applied to the reparations. However , when the Ryokan/Hotel cannot provide accommodation due to causes for which the Ryokan/Hotel is not liable , the Ryokan/Hotel shall not compensate the Guest.

(Handling of Deposited Articles)

Article 16

In the event of loss, damage, etc. to articles, cash, or valuables left at the front desk by a guest, the hotel shall compensate for such damage, except in cases where such damage is caused by force majeure.

However, in the event that the hotel requires the guest to disclose the type and value of cash and valuables and the guest fails to do so, the hotel shall compensate for the damage up to 150,000 yen, except in the case of willful misconduct or gross negligence on the part of the hotel.

2. The hotel will not accept cash over 150,000 yen or items with a market value of 150,000 yen or more.

3. The hotel will compensate for any loss, damage, etc. caused by the guest's intentional or negligent misplacement of articles, cash, or valuables brought into the hotel by the guest that are not left at the front desk. However, the hotel will compensate for damages up to 150,000 yen for items for which the type and value were not specified by the guest in advance, except in cases of willful misconduct or gross negligence on the part of the hotel.

4. even if the Hotel is liable for damages under paragraphs 1 and 3, it shall not be liable for the following items

(1) Manuscripts, designs, drawings, account books, and other similar documents (including those recorded on magnetic tapes, magnetic disks, CD-ROMs, optical disks, or other recording media that can be directly processed by information equipment (computers and their terminals and other peripheral equipment)).

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

Article 17.

When the baggage of the Guest is brought into the Ryokan/Hotel before his arrival , the Ryokan/Hotel shall be liable to keep it only in the case when such a request has been accepted by the Ryokan/Hotel The

baggage shall be handed over to the Guest at the front desk at the time of his check-in.

2. Should the guest leave baggage or personal belongings in the room after check out, the Ryokan/Hotel shall await instructions from the owner. If no contact is made, we will handle the property in accordance with the laws and regulations concerning lost property and operational standards. Valuables will be reported to the nearest police station within 7 days of discovery, and any other items will be disposed of after a period of 3 months has expired.

However, if an article is unsuitable for storage, such as food, drinks, magazines, due to hygiene, safety, or for any other reasons, the Ryokan/Hotel may dispose of it the following day, regardless of the owner's instructions.

3. The Ryokan/Hotel's liability in regard to the custody of the Guest's baggage and belongings in the case of the preceding two Paragraphs shall be assumed 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 3.

(Liability in regard to Parking)

Article 18.

The Ryokan/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 Ryokan/Hotel, as it shall be regarded that the Ryokan/Hotel simply offers the space for parking , whether the key of the vehicle has been deposited with the Ryokan/Hotel or not. However, the Ryokan/Hotel shall compensate the Guest for the damage caused through intention or negligence on the part of the Ryokan/Hotel in regard to the management of the

parking lot.

(Liability of the Guest)

Article 19.

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

2. In order to ensure the smooth receipt of accommodation services based on the accommodation contract, in the unlikely event that a guest becomes aware that accommodation services that differ from the content of the accommodation contract have been provided, the guest must promptly notify the hotel to that effect.

3. Smoking is prohibited in all rooms of the hotel. Smoking (including electronic and heated cigarettes) is strictly prohibited except in designated smoking areas. In the event that smoking is found, the hotel will charge the guest for the cleaning fee associated with the restoration of the room and compensation for damages during the period of the cleaning.

(Court of Jurisdiction and Governing Law)

Article 20

Any dispute between the hotel and the guest regarding the accommodation contract shall be governed by the laws of Japan and the district or summary court with jurisdiction over the location of the hotel shall be the court of exclusive jurisdiction.

Attached Table No 1

Breakdown of accommodation fees and other costs (Ref. Paragraph 1 of Article 2. And Paragraph 1 of Article 13)

		Contents
Total Amount to be paid by the Guest	Accommodation Charges	(1) Basic Accommodation Charge(Room Charge(Breakfast&Dinner) (2) Service Charge $((1) \times 15\%)$
	Extra Charges	(3) Extra Meals & Drinks (other than Breakfast and Dinner)and Other Expenses (4) Service Charge $((3) \times 15\%)$
	Taxes	a. Consumption Tax b. Meals and Hotel Tax c. Hot Spring Tax

Remarks

1. Basic room charge is based on the price list posted on the official website.
2. The child rate applies to elementary school students and younger. 70% of the adult rate is charged when meals and bedding equivalent to those of an adult are provided, 50% when children's meals and bedding are provided, and 30% when bedding only is provided.

For infants 3 years and older who are not provided with bedding and meals, a fee of 2,500 yen (tax not included) per person will be charged.

Attached Table No.2 Cancellation fee (Ref. Paragraph 1 of Article 8) (Unit : %)

Date when Cancellation of Contract is Notified Contracted Number of Guests	No Show	Accommodation Day	Prior to Accommodation Day									
			1 Day	2 Days	3 Days	5 Days	6 Days	7 Days	8 Days	14 Days	15 Days	30 Days
1 to 14	100%	50%	20%	20%	20%							
15 to 30	100%	50%	20%	20%	20%	20%						
31 to 100	100%	50%	50%	20%	20%	20%	20%	20%	10%	10%	10%	10%

1. The percentages signifies the rate of cancellation fee to the Basic Accommodation Charges.
2. When the number of days contracted is shortened the cancellation fee for its first day shall be paid by the Guest regardless of the number of days shortened.
3. When part of a group booking (for 15 percent or more) is cancelled the cancellation fee 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 accepted less than 10 days prior to the occupancy as of the date) with fractions counted as a whole number.