

# Terms and Conditions for Accommodation Contracts

## Scope of Application

### Article 1

- Contracts for Accommodation and related agreements to be entered into between this Ryokan 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 and or generally accepted practices.
- 2 In the case when the Ryokan 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 preceding Paragraph, the special contract shall take precedence over the provisions 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 shall notify the Ryokan of the following particulars:
- (1) Name(s) of Guest(s);
  - (2) Date of accommodation and estimated time of arrival;
  - (3) Accommodation Charge (based, in principle, on the Basic Accommodation Charges listed in the Attached Table 1); and
  - (4) Other particulars deemed necessary by the Ryokan.
- 2 In the case when the Guest requests, during his/her stay, extension of the accommodation 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 Ryokan 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 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 fixed by the Ryokan within the limits of Basic Accommodation Charges covering the Guest's entire period of stay (3 days when the period of stay exceeds 3 days) by the date specified by the Ryokan.
  - 3 The deposit shall be first used for the Accommodation Charge to be paid by the Guest, then secondly for cancellation charges, thirdly for reparations under Article 6 and Article 20 as applicable, and the remainder, if any, shall be refunded at the time of the payment of the Accommodation Charges as stipulated in Article 14.
  - 4 When the Guest has failed to pay the deposit by the date as stipulated in Paragraph 2, the Ryokan shall treat the Accommodation Contract as invalid. However, the same shall apply only in the case where the Guest is thus informed by the Ryokan 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 Ryokan 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 where the Ryokan has not requested the payment of the deposit as stipulated in Paragraph 2 of the preceding Article at the time the application for an Accommodation Contract has been accepted, it shall be treated as that the Ryokan having accepted a special contract prescribed in the preceding Paragraph.

## Refusal of Accommodation Contracts

### Article 5

- The Ryokan may not accept conclusion of Accommodation Contract under any of the following cases:
- (1) When the application for accommodation does not conform with the provisions of these Terms and Conditions;
  - (2) When the Ryokan is fully booked and no room is available;
  - (3) When the Guest seeking accommodation is deemed liable to conduct him/herself in a manner that will contravene the laws or act against the public order or good morals in regard to his/her accommodation;
  - (4) When the Guest seeking accommodation can be detected as a member of or be linked to crime syndicate, organized crime groups or any antisocial organizations;
  - (5) When the Guest seeking accommodation can be clearly detected as carrying an infectious disease;
  - (6) When the Ryokan is requested to assume an unreasonable burden in regard to the Guest's accommodation;
  - (7) When the Ryokan is unable to provide accommodation due to natural calamities, dysfunction of the facilities and/or other unavoidable causes; and
  - (8) When the provisions of Article 16 of Gunma Prefecture Ryokan Business Prefectural Ordinance are applicable.

## Right to Cancel Accommodation Contracts by the Guest

### Article 6

- The Guest is entitled to cancel the Accommodation Contract by so notifying the Ryokan.
- 2 In the case when the Guest has canceled the Accommodation Contract in whole or in part due to causes for which the Guest is liable (except in the case when the Ryokan has requested the payment of the deposit during the specified period as prescribed in Paragraph 2 of Article 3 and the Guest has canceled before the payment), the Guest shall pay cancellation charges as listed in the Attached Table 2. However, in the case when a special contract as prescribed 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 charge in case of cancellation by the Guest.
  - 3 In the case when the Guest does not arrive by 8 pm of the accommodation date (2 hours after the expected time of arrival if the Ryokan is notified of it) without an advance notice, the Ryokan may regard the Accommodation Contract as being canceled by the Guest.

## Right to Cancel Accommodation Contracts by the Ryokan

### Article 7

- The Ryokan may cancel the Accommodation Contract in any of following cases:
- (1) When the Guest is deemed liable to conduct and/or has conducted him/herself in a manner that will contravene the laws or acts against the public order and good morals in regard to his/her accommodation;
  - (2) When the Guest can be detected as a member of or be linked to a crime syndicate, organized crime groups or any antisocial organizations;
  - (3) When the Guest can be clearly detected as carrying an infectious disease, or there is strong suspicion of such. Or in the event there is suspicion of such and the guest refuses to seek medical consultation described in Article 8, paragraph 2 below or change the contents of the contract. Or in the event the guest and his/her companion (5) do not accept notification of refusal of re-entry to the Ryokan as stipulated in paragraph 4 of the same Article.
  - (4) When the Ryokan is requested to assume an unreasonable burden in regard to the Guest's accommodation;
  - (5) When the Ryokan is unable to provide accommodation due to natural calamities and/or the causes of force majeure;
  - (6) When the provisions of Article 16 of Gunma Prefecture Ryokan Business Prefectural Ordinance are applicable; and
  - (7) When the Guest does not observe prohibited actions such as smoking in a no-smoking room, on a no-smoking floor, in a no-smoking area, or in bed, interfering with fire-fighting facilities and other prohibitions of the Use Regulations stipulated by the Ryokan (restricted to particulars deemed necessary in order to avoid the causing of fires).
- 2 In the case when Ryokan has canceled the Accommodation Contract in accordance with the preceding Paragraph, the Ryokan shall not be entitled to charge the Guest for any of the services in the future during the contractual period which the Guest has not received.

## Changes to Contract Details When a Guest is Suspected of Having an Infectious Illness

### Article 8

- If a Guest experiences diarrhea, vomiting, fever, or any other symptoms of an infectious illness, the Guest shall immediately report such symptoms to the Ryokan.
- 2 If a Guest experiences any of the symptoms in the previous Paragraph and as such the Guest is suspected of having an infectious illness, the Ryokan can request that the Guest and any accompanying persons receive an examination at nearby medical facilities and then change the details of the contract with the Guest and any accompanying persons as follows.
    - (1) Prohibit the use of the Ryokan's spas
    - (2) Prohibit the use of public facilities within the Ryokan, including restaurants
    - (3) Prohibit entry to other guest rooms
    - (4) Any other changes to contract details as required from the perspective of health and sanitation
  - 3 In addition to the previous Paragraph, if the Ryokan strongly suspects that the Guest in question has an infectious illness the Ryokan can make a request to have the Guest taken to nearby medical facilities.
  - 4 Depending on the result of the examination performed by the medical facilities in the previous two paragraphs, the Ryokan can refuse re-entry to the Guest and any accompanying persons.

## Registration

### Article 9

- The Guest shall register the following particulars at the front desk of the Ryokan on the day of accommodation:
- (1) Name, age, sex, address and occupation of Guest(s);
  - (2) For foreign nationals, their nationality, passport number, port and date of entry to Japan;
  - (3) Date and estimated time of departure; and
  - (4) Other particulars deemed necessary by the Ryokan.
- 2 In the case when the Guest intends to pay Accommodation Charges prescribed in Article 14 by any means other than Japanese currency, such as traveler's checks, 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 from 3:00 pm to 11:00 am 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 The Ryokan may, notwithstanding the provisions prescribed in the preceding Paragraph, permit the Guest occupy the room beyond the time prescribed in the same Paragraph. In this case, extra charge shall be paid as follows:
    - (1) Up to 3 hours: one third of the room charge
    - (2) Up to 6 hours: one half of the room charge
    - (3) More than 6 hours: room charge in full
  - 3 The amount equivalent to the room charge set forth in the preceding paragraph shall be 70% of the Basic Accommodation Charges.

**Observance of Use Regulations**

**Article 11**

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

**Business Hours**

**Article 12**

The business hours of the main facilities etc. of the Ryokan are as follows and the detailed business hours of other facilities etc. are posted in brochures provided, on various bulletin boards, and in the room service directory, etc.

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|---|--|
| (1) Front desk/cashier etc. service hours | (3) Ancillary service facility service hours                         |
| A Curfew: none                            | A Club "See You Later": 8:30 pm to 12:00 am                          |
| B Front desk service: open 24 hours       | B Club "Una Rosa": 8:30 pm to 12:00 am                               |
| (2) Dining facility service hours         | C Club "Adam's chair": 8:30 pm to 12:00 am                           |
| A Breakfast: 7:00 am to 12:00 am          | D Lounge "Die Ruhe": 8:00 pm to 12:00 am                             |
| B Lunch: 11:00 am to 2:00 am              | E Restaurant "Ikoji" "Nagomi" "Irodori" "Hikari": 8:00 pm to 1:00 am |
| C Dinner: 5:30 pm to 9:00 pm              | F Restaurant "Tsudoi" "Utage" "Yorokobi": 8:00 pm to 1:00 am         |
| D Room service: 7:00 am to 10:00 pm       | G Coffee corner: 7:00 am to 10:00 pm                                 |
|   | H Souvenir shop: 7:00 am to 10:00 pm                                 |

2 The business hours specified in the preceding Paragraph are subject to temporary change due to unavoidable causes.

**Allergies**

**Article 13**

The Ryokan shall take no measures relating to food allergies (display of allergy information, ch

		Breakdown	
Total amount to be paid by the guest	Accommodation charge	(1) Basic Accommodation Charge (room charge + breakfast/ dinner fee)	
	Additional fees	(2) Additional dining (foods and drinks other than breakfast and dinner) and other usage charges	
	Tax	A · Consumption tax B · Hot spring tax 150 yen	

Number of contract applicants	Date of receiving notice of cancellation												
	No show	Day of accommodation	1 day prior	2 day prior	3 day prior	5 day prior	6 day prior	7 day prior	8 day prior	14 day prior	15 day prior	30 day prior	
Up to 14 people	100%	100%	50%	30%	30%								
From 15 to 30 people	100%	100%	50%	30%	30%	30%							
From 31 to 100 people	100%	100%	80%	50%	30%	30%	20%	20%	10%	10%			
More than 101 people	100%	100%	80%	50%	50%	30%	30%	30%	15%	15%	10%	10%	