

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 (s) 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.

(1) Front desk/cashier etc. service hours

- A Curfew: none
- B Front desk service: open 24 hours

(2) Dining facility service hours

- A Breakfast: 7:00 am to 12:00 am
- B Lunch: 11:00 am to 2:00 am
- C Dinner: 5:30 pm to 9:00 pm
- D Room service: 7:00 am to 10:00 pm

(3) Ancillary service facility service hours

- A Club "See You Later": 8:30 pm to 12:00 am
- B Club "Una Rosa": 8:30 pm to 12:00 am
- C Club "Adam's chair": 8:30 pm to 12:00 am
- D Lounge "Die Ruhe": 8:00 pm to 12:00 am
- E Restaurant "Iko" "Nagomi" "Irodori" "Hikari": 8:00 pm to 1:00 am
- F Restaurant "Tsudo" "Utage" "Yorokobi": 8:00 pm to 1:00 am
- 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, changing to low-allergen menus, etc.), and the Guest shall accept this before staying at the Ryokan.

Payment of Accommodation Charges

Article 14

The breakdown and method of calculation of the Accommodation Charges, etc. that the Guest shall pay is as listed in Attached Table 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 checks, coupons or credit cards recognized by the Ryokan at the front desk at the time of the departure of the Guest or upon request by the Ryokan.
- 3 Accommodation Charges shall be paid even if the Guest voluntarily does not utilize the accommodation facilities provided for him/her by the Ryokan and are at his/her disposal.

Liabilities of the Ryokan

Article 15

The Ryokan shall compensate the Guest for the damage if the Ryokan has caused such damage to the Guest in the fulfillment or the non-fulfillment of the Accommodation Contract and/or related agreements. However, the same shall not apply in case when such damage has been caused due to reason for which the Ryokan is not liable.

- 2 The Ryokan has received Fire Safety Certification Marks from firefighting organizations, but in order to deal with unexpected fires etc. the Ryokan is covered by Ryokan Liability Insurance.

Handling when unable to provide Contracted Rooms

Article 16

The Ryokan 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 Ryokan shall pay the Guest a compensation fee equivalent to the cancellation charge and the compensation fee shall be applied to the reparations. However, when the Ryokan cannot provide accommodation due cause for which the Ryokan is not liable, the Ryokan shall not compensate the Guest.

Handling of Deposited Articles

Article 17

The Ryokan shall compensate the Guest for the damage when loss, breakage or other damage is caused to goods, cash or valuables deposited at the front desk by the Guest, except in the case when this has occurred due to causes of force majeure. However, for cash and valuables, when the Ryokan has requested the Guest to report its kind and value but the Guest has failed to do so, the Ryokan shall compensate the Guest within the limit of 300,000 yen.

- 2 The Ryokan shall compensate the Guest for the damage when loss, breakage or other damage is caused, through intention or negligence on the part of the Ryokan, to goods, cash or valuables which are brought into the premises of the Ryokan by the Guest but are not deposited at the front desk. However, for articles of which kind and value has not been reported in advance by the Guest, the Ryokan shall compensate the Guest within the limit of 150,000 yen.

Custody of Baggage and Belongings of the Guest

Article 18

When the baggage of the Guest is brought into the Ryokan before the arrival of the Guest, the Ryokan shall be liable for the custody of it only in the case when such a request has been accepted by the Ryokan. The baggage shall be handed over to the Guest at the front desk at the time of check-in.

- 2 When the baggage and/or belongings of the Guest are found left at the Ryokan after the Guest has checked-out and the ownership is not confirmed, the Ryokan shall keep the article for 7 days including the day it is found, and after this period, the Ryokan shall turn it over to the nearest police station.
- 3 The Ryokan'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 2.

Liability in regard to Parking

Article 19

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

Liability of the Guest

Article 20

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

- 2 If, either intentionally or unintentionally, the Guest smokes in a no-smoking room, on a no-smoking floor, or in a no-smoking area, the Guest shall pay the Ryokan cleaning and repair costs for bedding, curtains, wallpaper, and other such items in the Ryokan, and shall compensate the Ryokan for loss of business during the cleaning and repair period.

Attached Table 1 Calculation method for Accommodation Charges, etc. (Ref. Paragraph 1 of Article 2, Paragraph 1 of Article 13)

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

Remarks 1 Basic Accommodation Charges is displayed in the price list posted at the front desk and in the rooms.

Remarks 2 Child fee applies to elementary school students and below. This is 70% of the adult fee when meals equivalent to adults' meals or children's meals and bedding are provided, and 30% when only bedding is provided. 3,150 yen is charged for infants who do not require both bedding and meals.

Attached Table 2

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%

Remarks 1 The percentages signify the proportion of the cancellation charge with respect to the Basic Accommodation Charges.

2 In the event the number of days contracted is shortened, the Guest shall pay a cancellation charge for the first day, regardless of the number of days shortened.

3 When part of a group booking (for 15 persons or more) is canceled, a cancellation charge shall not be received 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 rounded up to the nearest whole number.