

## AWA Nishiizu Accommodation Terms and Conditions

### Article 1: Scope of Application

---

1. The accommodation contract and related agreements entered into by the hotel with the guest shall be in accordance with the provisions of these general terms and conditions, and any matters not provided for in these general terms and conditions shall be in accordance with laws and regulations or generally established customs.
2. If the Museum agrees to a special agreement to the extent that it does not contravene laws, regulations and customs, such special agreement shall prevail notwithstanding the provisions of the preceding paragraph.

### Article 2: Application for Accommodation Contract

---

1. A person who wishes to apply for an accommodation contract with this hotel is requested to provide the following information to this hotel.
  - 1) Guest Name
  - 2) Date of stay and estimated time of arrival
  - 3) Other matters deemed necessary by the Museum
2. In the event that a guest requests to continue his/her stay beyond the date of stay stipulated in item 2 of the preceding paragraph during his/her stay, the hotel shall treat such request as a new application for a contract of stay at the time such request is made.

### Article 3: Formation of Accommodation Contract, etc.

---

1. The accommodation contract shall be concluded when the hotel accepts the application as described in the preceding article. However, this shall not apply when the hotel proves that it did not give its consent.
2. When an accommodation contract has been concluded pursuant to the provisions of the preceding paragraph, an application fee determined by the hotel within the limit of the basic accommodation charge for the period of stay shall be paid by the date designated by the hotel.
3. The deposit shall first be applied to the room charge ultimately payable by the guest, and shall be applied to the room charge in accordance with the provisions of Articles 6 and 18.

If a situation arises in which the provisions of Article 12 (hereinafter referred to as the "Penalty") shall apply, then the Penalty shall be applied first, followed by the Compensation, and any remaining amount shall be applied in the order of the Penalty, followed by the Compensation.

The fee will be returned upon payment of the fee in accordance with the provisions of Article 2.

4. In the event that the reservation deposit stipulated in paragraph 2 is not paid by the

date designated by the hotel pursuant to the provisions of the same paragraph, the accommodation contract shall cease to be effective. However, this shall apply only in the event that this hotel has notified the guest to that effect when designating the date for payment of the application fee.

**Article 4: Special clause that the application fee is not required to be paid**

---

1. Notwithstanding the provisions of Paragraph 2 of the preceding article, the hotel may accept a special agreement that does not require the payment of the application fee as specified in the same paragraph after the conclusion of the contract.

2. In the event that this hotel (hotel) does not request payment of the application fee as specified in Paragraph 2 of the preceding article or does not specify the date of payment of said application fee when accepting the application for the accommodation contract, it shall be treated as if the special agreement specified in the preceding paragraph had been complied with.

## **Article 5: Refusal to enter into an accommodation contract**

---

The hotel may refuse to conclude an accommodation contract in the following cases

1. When an application for accommodation is not in accordance with these terms and conditions.
2. When there is no room available due to full occupancy.
3. When it is recognized that the person who intends to stay at the hotel is likely to commit an act contrary to the provisions of laws and regulations, public order, or good morals in connection with the stay.
4. When it is clearly recognized that the person who intends to stay is a person with an infectious disease.
5. When a guest is requested to bear a burden exceeding a reasonable range with regard to accommodation.
6. When it is impossible to accommodate guests due to natural disasters, breakdown of facilities, or other unavoidable reasons.
7. When the case falls under the provisions of the Ordinance for Enforcement of the Ryokan Business Law.
8. The person seeking accommodation is a member of a crime syndicate, a member of a crime syndicate, a company or organization affiliated with a crime syndicate, or its related persons, or any other antisocial force (hereinafter referred to as "crime syndicate or other antisocial force"). (2) If the person seeking accommodation is a member of a crime syndicate, a crime syndicate member, a company or organization affiliated with a crime syndicate, or a person or organization affiliated with a crime syndicate.
9. When the person seeking accommodation is a crime syndicate, or a corporation or other organization whose business activities are controlled by a member of crime syndicate.
10. The person who intends to stay is a juridical person and one of its officers falls under the category of a crime syndicate.
11. When a person who intends to stay at the hotel uses language or behavior that causes significant inconvenience to other guests.
12. In the event that the person seeking accommodation commits a violent act of demand against the hotel or its employees, or demands a burden in excess of a reasonable range.

## **Article 6: Guest's Right to Cancel Contract**

---

1. The guest may cancel the accommodation contract by making a request to the hotel.
2. In the event that the guest cancels all or part of the accommodation contract due to reasons attributable to the guest  
(2) In the event that the hotel specifies the due date of the application fee and requests payment of the application fee pursuant to Article 3, paragraph (2), the payment date shall be the due date of the application fee.

(except when the guest cancels the accommodation contract prior to such payment).  
(except when the guest cancels the contract of stay prior to the payment of the fee), the hotel shall pay the amount specified in Appendix 2.

The hotel shall charge a penalty fee in accordance with the provisions of Article 4, Paragraph 1. However, in the event that this hotel accepts the special contract stipulated in Article 4, Paragraph 1, it is only when this hotel has notified the guest of the obligation to pay the penalty when the guest cancels the accommodation contract in accepting the special contract.

If the guest does not arrive at the hotel by 8:00 p.m. on the day of stay (or 2 hours after the estimated time of arrival, if such time has been specified in advance) without giving notice, the hotel may deem the accommodation contract to have been cancelled by the guest.

#### **Article 7: Right of the Museum to Cancel the Contract**

---

1. The hotel may cancel the accommodation contract in the following cases

- 1) When it is recognized that the guest is likely to commit an act contrary to the provisions of the law, public order, or good morals in connection with his/her stay, or when it is recognized that the guest has committed such an act.
- 2) When it is clearly recognized that the guest is a person with an infectious disease.
- 3) When a guest is requested to bear a burden exceeding a reasonable range with regard to accommodation.
- 4) When it is impossible to accommodate guests due to force majeure such as natural disasters.
- 5) When the case falls under the provisions of the Ordinance for Enforcement of the Ryokan Business Law.
- 6) (2) When a guest does not comply with the prohibitions in the rules of use established by the hotel (limited to those necessary for fire prevention), such as smoking in the bedroom, tampering with firefighting equipment, etc. (limited to fire prevention).
- 7) Antisocial forces such as organized crime groups.
- 8) Boryokudan (organized crime groups) or corporations or other organizations whose business activities are controlled by Boryokudan members.
- 9) A juridical person, any of whose officers falls under the category of a crime syndicate.
- (10) In the event that a guest uses language or conduct that causes significant inconvenience to other guests.
- 11) The guest commits an act of violent demand or demands a burden in excess of a reasonable range from the hotel or its employees.

When this hotel cancels the accommodation contract pursuant to the provisions of the preceding paragraph, no charge for accommodation services, etc. that have not yet been provided to the guest will be made.

#### **Article 8: Accommodation Registration**

Guests are required to register the following items at the front desk of the hotel on the day of their stay.

- 1) Name, age, gender, address and occupation of the guest
- 2) For foreigners, nationality, passport number, place of entry and date of entry
- 3) Departure date and scheduled departure time
- 4) Other matters deemed necessary by the Museum

When a guest intends to make payment of the charges in accordance with Article 12 by a credit card or other means that can substitute for currency, the guest must present such a credit card or other means at the time of registration in advance as described in the preceding paragraph.

#### **Article 9: Room Hours of Use**

1. Guests may use their rooms from 3:00 p.m. to 11:00 a.m. the following morning. However, in the case of a consecutive stay, the guest may use the room for the entire day, except for the day of arrival and the day of departure.

2. Notwithstanding the provisions of the preceding paragraph, the hotel may accept the use of a room outside the hours specified in the preceding paragraph. In such cases, the following additional charges shall apply

- 1) 10% of the room charge per excess hour
- 2) 100% of the room charge for over 3 hours

## **Article 10: Compliance with Rules of Use**

---

Guests shall follow the rules of use established by the hotel and posted in the hotel.

## **Article 11: Business Hours**

---

1. The hours of operation of the hotel's main facilities are posted at each location and in the service directory in the guest room.

## **Article 12: Payment of Fees**

---

1. The breakdown of accommodation charges, etc. payable by the guest shall be as set forth in Appended Table 1.

1) Payment of the accommodation charge, etc. as set forth in the preceding paragraph shall be made at the front desk at the time of the guest's departure or when requested by the hotel, in currency or by a credit card or other alternative method acceptable to the hotel.

2) Room charges shall apply even if a guest voluntarily does not stay at the hotel after the hotel has provided a room to the guest and made it available for use.

## **Article 13: Liability of the Museum**

---

1. In the event that the hotel causes damage to a guest due to the performance or non-performance of the accommodation contract and related agreements, the hotel shall compensate for such damage. However, this shall not apply if the damage is not caused by reasons attributable to the hotel.

2. The hotel is committed to disaster prevention, but in the unlikely event of a fire, etc., the hotel has Ryokan liability insurance.

## **Article 14: Handling of cases in which the contracted rooms cannot be provided**

---

1. If the hotel is unable to provide the guest with the contracted room, the hotel will, with the consent of the guest, arrange other accommodations under the same conditions as far as possible.

2. If, notwithstanding the provisions of the preceding paragraph, this hotel is unable to find other accommodation, it will pay the guest a compensation fee equivalent to the amount of the penalty, and the compensation fee will be applied to the amount of compensation for damages. However, if there is no reason attributable to the hotel for not being able to provide a guest room, no compensation fee will be paid.

## **Article 15: Handling of Deposited Property, etc.**

---

1. The hotel will compensate for any loss, damage or other loss of or damage to articles, cash or valuables left at the front desk by guests, except in cases where such loss, damage or other loss 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 50,000 yen.

2. 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 50,000 yen for items for which the type and value were not specified by the guest in advance.

#### **Article 16: Storage of Guests' Luggage or Personal Effects**

1. If a guest's baggage arrives at the hotel prior to his/her stay, the hotel will take responsibility for keeping it only if the hotel understands the baggage before its arrival and hand it over to the guest when he/she checks in at the front desk.

2. In the event that a guest's luggage or personal belongings are left behind at the hotel after the guest has checked out, the hotel will not, in principle, contact the owner, even if the owner is found. If the owner cannot be identified, the hotel will keep the baggage or personal belongings for one month from the date of discovery and dispose of them thereafter.

3. In the case of the preceding two paragraphs, the responsibility of the hotel for the custody of the guest's baggage or personal belongings shall conform to the provisions of paragraph 1 of the preceding article in the case of paragraph 1, and to the provisions of paragraph 2 of the same article in the case of the preceding paragraph.

#### **Article 17: Responsibility for Parking**

When a guest uses the parking lot of the hotel, regardless of whether or not the guest has deposited the keys to the car, the hotel rents the parking lot to the guest and is not responsible for the management of the car. However, the hotel will be liable to compensate for any damage caused by the hotel's intentional or negligent management of the parking lot.

#### **Article 18: Guest Responsibility**

In the event that this hotel suffers damages due to the intentional or negligent act of a guest, said guest shall compensate this hotel for such damages.

#### **Appendix Table 1 Calculation Method of Accommodation Charges (Re: Article 2, Paragraph 1 and Article 12, Paragraph 1)**

	breakdown	
	lodging fees	<1> Basic room charge (room charge + breakfast and lunch)



Total amount to be paid by guests	additional fees	<2> Additional food, beverage and other charges <3> Other additional usage fees
	tax	(a) consumption tax (incl. sales tax, VAT, excise duty, etc.)

**Appendix Table 2 Penalty (related to Article 6, Section 2)**

		Date of receipt of notice of contract cancellation				
		not staying (in the same hotel, etc.)	Date	Previous day	2 days ago	7 days ago
Number of contract applicants	Up to 14 persons	100%.	100%.	50% of	20%.	0
	From 15 to 30 persons	100%.	100%.	50% of	20%.	0
	31 to 100 persons	100%.	100%.	80%.	50% of	30
	101 or more	100%.	100%.	80%.	50% of	50% of

1. The % is the ratio of the penalty to the base room rate.

2. If the contracted number of days is shortened, a penalty fee of one day (the first day) will be collected regardless of the number of shortened days.

## **AWA Nishiizu Terms of Use**

In order to ensure the safety and comfort of our guests, we have established rules of use, and we ask for your cooperation in complying with them. Failure to comply with these rules may result in refusal of accommodation or use of the hotel's facilities, and in some cases may result in the hotel charging guests for damages.

### **Items to be observed for fire prevention**

1. Please do not smoke in areas that are likely to cause a fire (smoking in bed or while walking in the building).
2. Please do not bring in or use any firearms or irons for heating, cooking, etc. in the guest rooms.
3. Please do not take any other actions that could cause a fire.
4. Please do not tamper with fire-fighting equipment, etc., as this will interfere with the maintenance of safety.

### **Items to be observed for security purposes**

1. Please make sure the door is locked when you leave your room during your stay.
2. Please leave your key at the front desk when you go out of the hotel.
3. Please refrain from meeting visitors in your room. Please use the lobby for visiting.

### **Handling of Valuables, Checked-in Items, and Lost and Found Items**

1. The storage rooms are provided for the convenience of our guests, but please use them at your own risk.
2. Lost and found items that fall under the provisions of Article 16, Section 2, Paragraph 3 of the General Accommodation Terms and Conditions and related laws and regulations will be handled.

### **Other items to be observed**

1. Please do not bring any items that may disturb other guests, dogs, cats, birds, other animals, flammable or inflammable items, items that emit a foul odor, or any other items prohibited by law from being possessed in the hotel.
2. Please refrain from shouting, singing, boisterous behavior, exposing oneself, disturbing public morals, disturbing public order, or behaving in a manner that may cause inconvenience to other guests.
3. Please do not use the guest rooms, lobby, etc. for business activities (display, advertisement, promotion, sales, etc.) or other purposes without the permission of the hotel.
4. Please refrain from making any significant changes to the current state of the facilities or equipment in the building or using them for purposes other than what they

are intended for.

5. Please do not display or leave items on the windowsills, balconies, corridors, or lobbies of guest rooms.
6. Please be sure to turn off the hot water supply after using the bath or washroom. If you leave the water running and it overflows, it may cause damage inside the hotel.
7. Please refrain from wearing clogs, rubber boots, etc.
8. Please note that accommodation for minors only will not be permitted without parental permission.
9. In order to conserve energy, we ask for your cooperation in saving electricity and water.