

# Hotel Kinparo - Accommodation Contract (General Terms and Conditions)

December 23, 1985

January 24, 2001

October 23, 2007

April 22, 2010

Final amendment: October 1, 2023

## Article 1 - Scope of Application

01.01. The Accommodation Contract and related contracts to be concluded between our Hotel (Ryokan) and the Guest shall be based on this Contract under the following terms and conditions of our Contract.

Any matter not stipulated in this Contract shall be governed by ordinance and generally established practice.

01.02. When our Ryokan has agreed to conclude a Special Contract without conflicting with ordinance and established practice, the said Special Contract shall prevail.

## Article 2 - Application for an Accommodation Contract

02.01. The Guest who intends to apply to our Ryokan for an Accommodation Contract will be required to provide our Ryokan with the following particulars:

(1) Name(s) of Guest(s) to be registered.

(2) Date(s) scheduled for overnight stay and estimated time of arrival.

(3) Accommodation charge (according, in principle, to the basic accommodation charges described in the attached Table1).

(4) Other information considered necessary by our Ryokan.

02.02. In the case that the Guest has requested, during his/her stay, an extension of an overnight stay beyond the date described in the preceding Paragraph (2) above, our Ryokan shall handle his/her request as a new application for an Accommodation Contract which has been made at the point in time when the said request has been made.

## Article 3 - Conclusion, etc. of the Accommodation Contract

03.01. The Accommodation Contract shall be considered to have been concluded at the time when our Ryokan has accepted the application described in the preceding Article, unless our Ryokan has certified that our Ryokan has not accepted the said application.

03.02. When the Accommodation Contract has been concluded under the provision of the preceding Paragraph, the Application Money payable for the period scheduled for overnight stay as prescribed by our Ryokan shall be paid by the date set by us, up to the maximum amount equal to the basic accommodation charge for 3 days in cases where the period scheduled for overnight stay exceeds 3 days.

03.03. The Application Money shall first be applied to the final payment of the Accommodation Charge payable, and when the circumstances requiring application of the provisions of Article 6 and Article 18 have arisen, to penalty and then to compensation money in this order. If there is any balance left it will be repaid at the time when the Accommodation Charge is paid as provided in Article 12.

03.04. In the case that the Application Money described in Paragraph 2 of this Article has not been paid by the date set by us as stipulated in the same Paragraph, the Accommodation Contract shall become invalid, but limited only to the case where our Ryokan has notified the Guest to that effect at the time when prescribing the day due for payment of the Application Money.

## Article 4 - Special Contract Requiring Non-Payment of the Application Money

04.01. Notwithstanding the provision of the preceding Article, Paragraph 2, there are cases where our Ryokan accept a Special Contract which does not require payment of the Application Money specified in the said Paragraph after the conclusion of the Contract.

04.02. When accepting an application for an Accommodation Contract, in the case that our Ryokan fails to request payment of the Application Money specified in the preceding Article, Paragraph 2, or in the case that it fails to prescribe the due date for payment of the said Application Money, the Special Contract described in the preceding Paragraph shall be considered to have been accepted.

## Article 5 - Refusal of the Conclusion of the Accommodation Contract

05.01. The following are cases where our Ryokan will not accept the conclusion of the Accommodation Contract:

(1) When application for accommodation is not based on this Contract.

(2) When there is no room available due to full occupancy.

(3) When the Guest seeking accommodation is considered likely to behave in violation of the provisions of the ordinance, public order or good public morals.

(4) When the Guest seeking accommodation is considered to be corresponding to the following (a) to (c).

(a) The law in respect to prevention, etc. against illegal actions by gang members (1991 Law item 77) stipulated article 2 item 2 (hereinafter referred to as “gang group”), gang member stipulated by the same law article 2 item 6 (hereinafter referred to as “gang member.”), gang group semi-regular members or gang member related persons and other antisocial forces.

(b) When gang group or gang members are associates of corporations or other bodies to control business activities.

(c) When a corporate body has related persons to gang members.

(5) When the guest seeking accommodation behaves extremely in a mischievous way against other hotel guests.

(6) When the Guest seeking accommodation is clearly considered to be a patient with an infectious disease.

(7) When the guest seeking accommodation, a violent requesting act is carried out, or demanded a burden beyond the reasonable purview.

(8) When act of God, trouble with facilities, and other unavoidable causes prevent the Guest from staying at our Ryokan.

(9) When the provision of Article of the Ordinance (No. 10) issued by Hyogo Prefecture is applicable.

#### **Article 6 - The Guest's Right to Cancel the Contract**

06.01. The Guest may request our Ryokan to cancel the Accommodation Contract.

06.02. In the case that the Guest has cancelled the Accommodation Contract in whole or in part due to causes attributable to him/her (which is the case when our Ryokan has requested payment of the Application Money by prescribing the date due for such payment under the provision of Article 3, Paragraph 2, except in the case when the Guest has cancelled the Accommodation Contract prior to such payment), payment of penalty shall be required as specified in the attached Table2, but in the case that our Ryokan has accepted a Special Contract described in Article 4, Paragraph 1 this provision shall be applied only to the case where our Ryokan has notified the Guest of his/her responsibility to pay a penalty for cancellation of the Contract when accepting the Special Contract.

06.03. In the case that the Guest does not arrive by 8:00 p.m. on the day of an overnight stay without informing our Ryokan of a delay (or after the lapse of 2 hours past the scheduled time of arrival if indicated by the Guest beforehand), the Accommodation Contract concerned may be considered to have been cancelled by the Guest and will be handled accordingly.

#### **Article 7 - The Right of Our Ryokan to Cancel the Contract**

07.01. The following are cases where our Ryokan may cancel the Accommodation Contract:

(1) When the Guest is considered likely to behave in violation of the provisions of the ordinance, public order or good public morals, or he/she is considered to have behaved in such a manner.

(2) When the Guest is clearly considered to be corresponding to the following (a) to (c).

(a) Gang group, gang group semi-regular members or gang member related persons and other antisocial forces.

(b) When a corporate body or other organization where gang groups or gang members control business activities.

(c) In a corporate body which has persons relevant to gang member in its board member.

(3) When the Guest in accommodation behaves extremely in a mischievous way against other hotel guests.

(4) When the Guest is clearly considered to be a patient with an infectious disease.

(5) When having accommodation, a violent action is carried out, or demanded a burden beyond reasonable purview.

(6) When unavoidable causes, such as act of God, etc., prevent the Guest from staying at our Ryokan.

(7) When the provision of Article of the Ordinance (No. 10) issued by Hyogo Prefecture is applicable.

(8) When the Guest smokes in bed or vandalizes fire protection facilities, or does not comply with the matters prohibited by our Ryokan (limited only to those matters necessary for fire prevention)among the rules of use prescribed by our Ryokan.

07.02. In cases where our Ryokan has cancelled the Accommodation Contract in accordance with the provision of the preceding Paragraph, charges for accommodation service, etc. which have not yet been offered to the Guest shall not be receivable.

#### **Article 8 - Registration of Accommodation**

08.01. The Guest will be required to register the following particulars at the front desk of our Ryokan:

(1) Name, age, sex, address and occupation of the Guest.

(2) Nationality, passport number, place entered and date entered, in the case of a foreign guest.

(3) Scheduled date and time of departure.

(4) Other particulars considered necessary by our Ryokan.

08.02. In the case that the Guest intends to pay the charges described in Article 12 by using such means in place of currency as traveler's checks, accommodation coupons, credit card, etc., he/she will be required to show them at the time of registration described in the preceding Paragraph.

#### **Article 9 - Time Allowed for Use of the Guest room**

09.01. The time allowed for the Guest to use the guest room of our Ryokan shall be from 3:00 p.m. till 10:00 a.m. of the following morning, except when the Guest stays for more than one night in succession, in which case the Guest may use the guest room all day except the day of arrival and the day of departure.

09.02. Notwithstanding the provision of the preceding Paragraph, there are cases where our Ryokan may accept the use of the guest room in hours other than those specified in the preceding Paragraph, in which case an additional charge will be required as specified below.

(1) Up to 3 hours in excess of the prescribed hours ..... 30% of the amount equivalent to the room charge.

(2) Up to 6 hours in excess of the prescribed hours ..... 60% of the amount equivalent to the room charge.

(3) 6 hours or more in excess of the prescribed hours ..... 100% of the amount equivalent to the room charge.

(09.03. The amount equivalent to the room charge as described in the preceding Paragraph shall be 70% of the basic accommodation charge.)

#### **Article 10 - Compliance of the Rules of Use of the Ryokan**

10.01. While staying in our Ryokan, the Guest will be required to comply with the Rules of Use posted inside our Ryokan as prescribed by us.

#### **Article 11 - Business Hours**

11.01. The business hours of principal facilities in our Ryokan shall be as follows. Details of the service hours of other facilities are explained in the pamphlet provided, displays at major points inside our Ryokan, and the service directory provided in each guest room.

(1) Service Hours of Front Desk, Cashier, etc.:

(a) Curfew ..... 12:00 a.m. (00:00)

(b) Front Desk ..... 7:00 a.m. – 10:30 p.m.

(2) Drinking and Eating (Facilities) Service Hours:

(a) Breakfast ..... 7:15 a.m. – 9:00 a.m.

(b) Lunch ..... 11:30 a.m. – 3:00 p.m.

(c) Dinner ..... 6:00 p.m. – 9:30 p.m.

(d) Other Drinking and Eating Services, etc.

Lobby lounge ..... 7:30 a.m. – 5:30 p.m.

Pub The Walrus Club ..... 7:00 p.m. – 11:30 p.m.

Karaoke room ..... 7:00 p.m. – 11:30 p.m.

Noodle corner ..... 8:00 p.m. – 11:30 p.m.

(3) Service Hours of Ancillary Facilities:

(a) Souvenir shop ..... 8:00 a.m. – 6:30 p.m.

(b) Game corner ..... 7:00 a.m. – 10:00 p.m.

11.02. The service hours described in the preceding Paragraph may be changed temporarily for unavoidable reasons, in which case the Guest will be notified by proper means.

#### **Article 12 - Payment of Charges**

12.01. The breakdown of the accommodation charge, etc. payable by the Guest shall be as listed in the attached Table1.

12.02. Payment of the accommodation charges, etc. described in the preceding Paragraph shall be made in currency or by other alternative means acceptable by our Ryokan, such as traveler's check, accommodation coupon, credit card, etc., at the front desk at the time when the Guest departs from our Ryokan or is charged by our Ryokan.

12.03. In the case that the Guest has not stayed at our Ryokan at his/her discretion even after we have offered the guest room to the Guest and made it available for him/her to use, the accommodation charge will still be charged.

#### **Article 13 - Responsibility of Our Ryokan**

13.01. In the case that we have inflicted damage on the Guest in the course of fulfilling the Accommodation Contract and related Contracts or in breach of these Contracts, we shall compensate for the said damage, unless the said damage has been caused due to a cause not attributable to us.

13.02. Our Ryokan is covered by the Ryokan liability insurance to cope with emergencies in the case of fire, etc.



#### **Article 14 - Handling In Case the Guest Room Contracted Is Not Available**

14.01. Should the guest room contracted for the Guest under the Accommodation Contract become unavailable for him/her, our Ryokan shall try to offer other accommodation facilities under the same conditions as the original Accommodation Contract as far as possible, subject to the consent of the Guest concerned.

14.02. Notwithstanding the provision of the preceding Paragraph, in cases where we are unable to offer other accommodation facilities to the Guest, we shall pay to him/her a compensation charge equivalent to the penalty, which will be applied to the amount of the compensable damage. However, in cases where there is no cause attributable to us for not being able to offer the guest room, we shall not pay the compensation charge.

#### **Article 15 - Handling of Checked Articles, etc.**

15.01. When the articles, cash and valuables checked by the Guest at the front desk have been lost or damaged, our Ryokan shall compensate for the damage, unless the loss or damage has been caused by force de majeure. However, in the case of cash and valuables, we shall do so only when the Guest has clearly reported the kind and value of such cash and valuables at our request. Otherwise we shall compensate for the damage up to the maximum amount of 300,000 yen.

15.02. When the Guest has brought into our Ryokan articles, cash and/or valuables but has not checked them at the front desk, we shall compensate for the loss or damage inflicted on them if caused intentionally or negligently on our part, except when the Guest has not clearly reported to us beforehand the kind and value of such items lost or damaged, in which case we shall compensate for the loss or damage up to the maximum amount of 300,000 yen unless we are intentionally or negligently responsible for such loss or damage.

#### **Article 16 - Custody of the Baggage or Personal Belongings of the Guest**

16.01. When the baggage of the Guest has arrived at our Ryokan prior to his/her arrival, our Ryokan will keep it subject to our agreement given prior to its arrival, and will hand it to the Guest at the time when he/she checks in at the front desk.

16.02. In the case that the baggage or personal belongings of the Guest are found misplaced after he/she has checked out, our Ryokan shall ask the owner of such items for his/her instructions when the owner has been identified. However, when there are no instructions from the owner or the owner has not been identified, our Ryokan shall keep them for 7 days including the day when they have been found, and shall deliver them to a police station near our Ryokan after a lapse of 7 days.

16.03. The responsibility of our Ryokan regarding the custody of the Guest's baggage or personal belongings in the case of the preceding two Paragraphs shall conform to the provision of the preceding Article, Paragraph 1, in the case of Paragraph 1 of this Article and to the provision of the preceding Article, Paragraph 2, in the case of the preceding Paragraph. 16.02.

#### **Article 17 - Responsibility for Parking**

17.01. When the Guest uses the parking area of our Ryokan, our Ryokan only lends the parking area and does not assume responsibility for care and custody of the vehicle parked, regardless of whether or not our Ryokan has been asked to keep the key to the vehicle. However, our Ryokan shall be liable for compensation if and when the vehicle parked is damaged intentionally or negligently on our side while keeping the parking area under our control.

#### **Article 18 - Responsibility of the Guest**

18.01. In the case that our Ryokan has suffered damage due to the intention or fault of the Guest, the Guest will be required to compensate to our Ryokan for the said damage.



Table 1 Breakdown of Accommodation Charge (concerning Article 2-1 and 12-1)

		Breakdown
Total amount to be paid by a guest	Accommodation charge	(1) Basic accommodation charge (Room charge or Room charge plus meal & beverage charge such as for breakfast) (2) Service charge [(1) x 15%]
	Additional charges	(3) Additional food and beverage charge (except for those included in (1)) (4) Service charge [(3) x 15%]
	Tax	a. Consumption tax b. Hot Spring tax

Remarks:

- The basic accommodation charge is based on the table of charges posted at the Reception.
- The charge for a 12 years old or younger is as follows:  
 If a child takes meals and uses bedding on the same basis as an adult: 70% of the adult's charge  
 If a child takes special meals and uses bedding for children: 50% of the adult's charge  
 If a child only uses bedding: 30% of the adult's charge  
 If a child (infant) does not take any meals or use bedding: 1,100 yen (incl.Tax)

Table 2 Penalty (concerning Article 6-2) for Ryokans

Day When Cancellation Notice Received	No Show	Accommodation Day	1 Day prior to Accommodation day	2 Days prior to Accommodation day	3 Days prior to Accommodation day	5 Days prior to Accommodation day	6 Days prior to Accommodation day	7 Days prior to Accommodation day	8 Days prior to Accommodation day	14 Days prior to Accommodation day	15 Days prior to Accommodation day	30 Days prior to Accommodation day
Number of Guests Subscribed												
from 1 to 14	100%	100%	50%	30%	30%							
from 15 to 30	100%	100%	50%	30%	30%	30%						
from 31 to 100	100%	100%	80%	50%	30%	30%	20%	20%	10%	10%		
101 or more	100%	100%	80%	50%	50%	30%	30%	30%	15%	15%	10%	10%

- Note:
- The percentage above shows the percentage of the Penalty against the Basic Accommodation Charge.
  - In the case that the number of days for accommodation has been reduced, Penalty for One Day (the first day of accommodation) shall be charged, regardless of the number of days reduced.
  - In the case that the Accommodation Contract has been cancelled for a part of the Group (consisting of 15 members or more), the Penalty charged shall be for the number of the Group members equal to 10% (a fraction to be evened up) of the total number of the Group members booked for accommodation as of 10 days prior to the first day of occupancy (or the day when the Accommodation Contract has been accepted in less than 10 days prior to the first day of occupancy).