

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. Any particulars not provided 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 the special contract shall take precedence over the provisions of these Terms and Conditions, notwithstanding the preceding Paragraph.

(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) Date of accommodation and estimated time of arrival.
- (3) Accommodation Charges (based in principle on the Basic Accommodation Charges listed in the Attached Table No.1).
- (4) Other particulars deemed necessary by the Ryokan/Hotel.

2. If Guests request to extend their stay, during their stay, 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 Contract, etc.)

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 accept the application.

2. When a Contract for Accommodation has been concluded in accordance with the provision of the preceding Paragraph, the Guest is requested to pay an accommodation deposit fixed by the Ryokan/Hotel 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/Hotel.

3. The deposit shall be first used for the Total Accommodation Charges to be paid by the Guest, then secondly for the cancellation charges under Article 6 and thirdly for the reparations under Article 18 or Article 19 if applicable and the remainder, if any shall be refunded at the time of the payment of the Accommodation Charges as stated in Article 12.

4. If the Guest fails to pay the deposit by the date as stipulated in Paragraph 2, the Ryokan/Hotel shall treat the Accommodation Contract as invalid. However, the same shall apply only in the case where the Guest is thus informed by the Hotel 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/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 2 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 construed as that 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 Ryokan/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).

(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 to the provisions of these Terms and Conditions.
- (2) When the Ryokan/Hotel is fully booked and there is no vacancy.
- (3) When the Guest seeking accommodation is deemed liable to conduct himself in a manner that will contravene the laws or act against the public order or good morals in regard to his accommodation.
- (4) When the person who intends to stay at this Ryokan/Hotel is deemed to fall under any of the following items (a) through (c).

- (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.

(b) When the person is an organized crime group or a corporation or other organization whose business activities are controlled by an organized crime group or a member of an organized crime group.

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

(5) When the person is behaving in such a manner as to be an annoyance to other guests.

(6) When a person who intends to stay at this Ryokan/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").

(7) 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).

(8) 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.

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

(10) When the case where unable to meet under standards for measures necessary for the hygiene of guests stipulated in the provisions of Shiga Prefectural Hotel Business Act Enforcement Ordinance Article 3.

(11) When the case falls under the provisions of Shiga Prefectural Hotel Business Act Enforcement Ordinance Article 4.

(Explanation of refusal to conclude a contract of accommodation)

Article 5-2. 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 6. The Guest is entitled to cancel the Accommodation Contract by so notifying the Ryokan/Hotel.

2. If 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 payment of the deposit during the specified period as prescribed in Paragraph 2 of Article 3 and the Guest has cancelled before payment), the Guest shall pay cancellation charges 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 payment of cancellation charges in case of cancellation by the Guest.

3. If the Guest does not appear by 8:00pm of the accommodation date (without advance notice 2 hours after the expected time of arrival if the Ryokan/Hotel is notified), the Ryokan/Hotel may regard the Accommodation Contract as being cancelled by the Guest.

(Right to Cancel Accommodation Contracts by the Ryokan/Hotel)

Article 7. The Ryokan/Hotel may cancel the Accommodation Contract under any of the following circumstances. However, this paragraph does not mean that this hotel may refuse accommodation in cases other than those listed in Article 5 of the 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 it is recognized that the Guest falls under any of the following items (a) through (c).

(a) When the Guest is a crime group, a member of a crime group, a quasi-constituent of a crime group, or a person related to a crime group, or any other antisocial group.

(b) When the Guest is a juridical person or other organization whose business activities are controlled by a crime group or a member of a crime group.

(c) When the Guest seeking accommodation is a corporation which any of directors are proven to be a member of an organized crime group.

(3) When the Guest is behaving in such a manner as to be an annoyance to other guests.

(4) When the Guest is a patient, etc. of specified infectious disease.

(5) When the Guest who intends to stay at the accommodation commits a violent demand act or asks for a burden exceeding a reasonable range with regard to the accommodation (except when the 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).

(6) When the Guest repeatedly makes a request to this Ryokan/Hotel that is so burdensome in its implementation that it may seriously impede the provision of accommodation-related services to other guests, as specified in the Article 5-6 of the Enforcement Regulations of the Hotel Business Act.

(7) When the Ryokan/Hotel is unable to provide accommodation due to natural calamities and/or other causes of force majeure.

(8) When the case falls under the provisions of Shiga Prefectural Hotel Business Act Enforcement Ordinance Article 4.

(9) When the Guest smokes outside of designated smoking areas, tampers with fire-fighting facilities and otherwise breaches Hotel Regulations stipulated by the Ryokan/Hotel (restricted to particulars deemed necessary in order to avoid causing fires).

2. If the Ryokan/Hotel has canceled the Accommodation Contract in accordance with the preceding Paragraph, the Ryokan/Hotel shall not charge the Guest for any of the services during the contractual period he/she has not received.

(Explanation of Cancellation of Accommodation Contract)

Article 7-2. 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 8. 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 (s).

(2) Nationality and passport number for foreigners who do not have a domicile in Japan.

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

2. In the case when the Guest intends to make payment of the charges in accordance with Article 12 by any means other than Japanese currency, such as traveler's checks, coupons, credit cards, etc., these credentials shall be shown in advance at the time of registration in accordance with the preceding paragraph.

(Occupancy Hours of Guest Rooms)

Article 9. The Guest is entitled to occupy the contracted guest room of the Ryokan/Hotel from 3:00pm on the day of arrival to 11:00am on the day of departure. However, in the case when the Guest is accommodated continuously, the Guest may occupy the guest room all day, except for the days of arrival and departure.

2. The Ryokan/Hotel may, notwithstanding the provisions prescribed in the preceding Paragraph, permit the Guest to occupy the room beyond the time prescribed in the same Paragraph. In this case, extra charges shall be paid as follows. However, in the case of room types that do not have a fixed room charge as described in the next Paragraph, we will not accept use of the room outside of business hours.

(1) Up to 1 hour: 25% of the room charge

(2) Up to 2 hours: 50% of the room charge

(3) Up to 3 hours: 75% of the room charge

(4) Up to 4 hours: 100% of the room charge

3. The room charges in the preceding Paragraph shall be as follows.

(1) Twin room, Standard Japanese style room and Superior Japanese style room (Excluding rooms with open-air baths): 16,500yen

(2) Japanese-Western style room (Excluding rooms with open-air baths): 22,000yen

(3) Other room types: The room charge is not determined.

(Observance of Use Regulations)

Article 10. The Guest shall observe the Use Regulations established by the Ryokan/Hotel.

(Business Hours)

Article 11. 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 rooms and others.

(1) Service hours of front desk, cashier's desk, etc.

(a) Closing time: nothing

(b) Front service: 7:00am to 10:00pm

(2) Service hours (at facilities) for dining, drinking, etc.

(a) Breakfast: 7:00am to 10:00am

(b) Lunch: 11:30am to 2:30pm

(c) Dinner: 5:30pm to 10:00pm

(d) Other meals, drinks, etc.

a. Café: 8:00am to 9:00pm

b. Soba noodle restaurant: 11:00am to 3:00pm/8:00pm to 11:00pm

[Regular closure: Tuesdays]

(3) Service hours of auxiliary facilities

(a) Souvenir shop: 8:00am to 10:00pm

(b) Massage relaxation: 4:00pm to 11:00pm

[Regular closure: Thursdays]

(c) Spa (beauty salon): 10:00am to 10:00pm

[Regular closure: Mondays]

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

(Payment of Accommodation Charges)

Article 12. The explanation of accommodation charges, etc. 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 at Front Desk at the time of the Guest's departure or upon request by the Ryokan/Hotel in Japanese currency. Other means acceptable to the Ryokan/Hotel are traveler's check, coupons and credit cards.

3. Accommodation charges shall be paid even if the Guest voluntarily does not utilize the accommodation facilities provided for him/her by the Ryokan/Hotel.

(Liabilities of the Ryokan/Hotel)

Article 13. The Ryokan/Hotel shall compensate the Guest for 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 to the extent that a reasonable causal relationship is recognized by law. However, the same shall not apply in cases where such damage has been caused due to reasons for which the Ryokan/Hotel is not liable.

2. The Ryokan/Hotel is covered by Hotel Liability Insurance to deal with unexpected fire and/or other disasters.

3. In order to maintain the ambience of the accommodation, or for reasons of facility characteristics or hygiene, the Ryokan/Hotel may dim the lighting or leave the floors slippery. The Ryokan/Hotel shall not compensate for any damage that could have been avoided through normal human caution.

(Handling When Unable to Provide Contracted Rooms)

Article 14. The Ryokan/Hotel 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/Hotel shall pay the Guest a compensation fee equivalent to the cancellation charges and the compensation fee shall be applied to reparations. However, when the Hotel cannot provide accommodation due to causes for which the Hotel is not liable, the Hotel will not compensate the Guest.

(Handling of Deposited Articles)

Article 15. The Ryokan/Hotel shall compensate for the Guest for damages when loss, breakage, or other damage occurs to goods, cash, or valuables deposited at the front desk by the Guest to the extent that a reasonable causal relationship is recognized by law, except in the case when such damage is caused by force majeure. However, for cash and valuables, when the Ryokan/Hotel has requested the Guest for an appraisal of the value and the Guest has failed to do so, the Ryokan/Hotel shall compensate the Guest up to a maximum of 100,000yen.

2. The Ryokan/Hotel cannot keep cash of 100,000yen more or items of 100,000yen or more.

3. The Ryokan/Hotel shall compensate the Guest for damages when loss, breakage or other damage is caused, through intent or negligence on the part of the Ryokan/Hotel, to the goods, cash or valuables brought onto the premises of the Ryokan/Hotel by the Guest but are not deposited at the Front Desk. However, for articles of which the kind and value have not been reported in advance by the Guest, the Ryokan/Hotel shall compensate the Guest within the limit of 100,000yen.

4. Regarding goods, Cash, and valuables, brought into the Ryokan/Hotel by a Guest and not entrusted to the Front Desk for safekeeping, the Ryokan/Hotel is not obliged to make compensation for cases other than those in which the goods are damaged by loss or destruction due to some intentional or unintentional negligence on the part of the Ryokan/Hotel.

5. Even if there is a liability for damages under paragraphs 1 and 3, the Ryokan/Hotel will not be liable for the goods to be determined below.

(1) A manuscript, a design document, a design, an account book and something similar to these. (Information devices such as magnetic tapes, magnetic disks, CD ROMs, optical disks, computer and recorded on storage media that can be directly processed by peripheral devices such as computers and their terminal devices included.)

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

Article 16. When the baggage of the Guest is brought into the Ryokan/Hotel before his/her arrival, the Ryokan/Hotel shall be liable to store it only in the case when such a request has been accepted from the Ryokan/Hotel. The baggage shall be handed over to the Guest at the Front Desk at the time of his/her check-in.

2. When the baggage or belongings of the Guest are found after check-out and ownership of the article is confirmed, the Ryokan/Hotel shall inform the owner of the article left and ask for further instructions. When no such instructions are given to the Ryokan/Hotel by the owner or when ownership is not confirmed, the Ryokan/Hotel will keep the property for 14 days, including the day of discovery, after which it will be reported to the nearest police station or disposed of it at the Ryokan/Hotel.

3. The Ryokan/Hotel's liability in regards to the custody of the Guest's baggage and belongings in the case of the preceding two paragraphs shall be 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 17. 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 to the Ryokan/Hotel or not. However, the Ryokan/Hotel shall compensate the Guest for the damage caused through intent or negligence on the part of the Hotel/Ryokan in regard to the management of the parking lot.

(Disclaimer)

Article 18. The Guest shall be liable for any use of computer communication services from within the Ryokan/Hotel. The Ryokan/Hotel will not accept any responsibility for any possible damage that may be caused by a systems failure or any other reasons while the computer communication services are being used. Furthermore, the Ryokan/Hotel is not responsible for virus infections, data leaks, hacking, etc. caused by the use of computer communications. In addition, the Guest may be required to compensate the Ryokan/Hotel and third parties for any possible damage caused by acts that are judged to be inappropriate use of our computer communication system.

(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. The Ryokan/Hotel is non-smoking except in designated smoking areas. In the case where smoking is confirmed in the room after check-out or during cleaning, the Guest shall compensate for the damages of the room cleaning fee and the sale of the room by smoking.

(Rules and Regulations)

Article 20. Guests and users of this Ryokan/Hotel must comply with the following matters.

- (1) Please do not accommodate more than the number of people declared when applying for accommodation.
- (2) In principle, visitors other than hotel guests or users are not allowed. If you have no choice but to meet with someone other than a hotel guest or guest, please obtain permission from the Ryokan/Hotel and meet in the lobby.
- (3) Please do not make noise or vibrations that may be uncomfortable to others within the facility. Please be quiet, especially after 10:00pm.
- (4) Pets are not allowed in the Ryokan/Hotel, so please do not bring them into the Ryokan/Hotel, including the lobby (excluding assistance dogs).
- (5) Please do not dye your hair in the Ryokan/Hotel, including in the bathrooms. In the case, the Guest shall compensate for the damages such as cleaning fees.
- (6) Please do not bring any items with a bad odor into the Ryokan/Hotel.
- (7) Please do not bring food or drinks into the Ryokan/Hotel (unless you have prior permission from the Ryokan/Hotel).
- (8) The parking lot is designed for parking the size of a regular passenger car. Special vehicles or large vehicles may be refused parking.
- (9) Commercial activities are strictly prohibited within the Ryokan/Hotel.
- (10) Religious activities and promotional activities are strictly prohibited within the Ryokan/Hotel.

(Jurisdiction and Applicable Laws)

Article 21. Any dispute arising from or in relation to these Provisions shall be referred to the Japanese court having Jurisdiction over the location of the Ryokan/Hotel and resolved in accordance with applicable Japanese laws.

(Language)

Article 22. These Provisions are written both in Japanese and in English. In the event of any inconsistency or difference between the two versions of these Provisions, the Japanese version shall prevail in all respects.

(Revision of Provisions)

Article 23. These Provisions may be revised from time to time as necessary. In the case where the terms and conditions have been revised, the revised terms and conditions shall be published on the Ryokan/Hotel's website to inform the Guest(s).

Attached Table No.1

Calculation method for Accommodation Charges. (Ref. Paragraph 1 of Article 2 and Paragraph 1 of Article 12)

		Breakdown
Total Amount to be paid by the Guest	Accommodation Charges	Basic Accommodation Charge (Room Charge + Breakfast & dinner)
	Extra Charges	Extra Meals & Drinks (other than Breakfast and Dinner) and Other Expenses
	Taxes	a. Consumption Tax b. Hot Spring Tax (only in spa districts)

Remarks:

1. The basic accommodation charge is based on the prices listed in the tariffs. However, in the case of the Guest who applied for an accommodation contract through our Ryokan/Hotel's website, affiliated websites, travel agencies, etc., the basic accommodation charge is based on the price of the plan specified on those websites or pamphlets at the time the Guest applies.
2. A child's charge applies to children attending elementary school ages (up to 12 years of age) as follows.
 - (A) If a child takes meals and uses bedding on the same basis as an adult: 70% of the adult's charge
 - (B) If a child takes child's meals and uses bedding on the same basis as an adult: 50% of the adult's charge
 - (C) For infants who are not provided with meals and bedding: 2,200yen

Attached Table No.2

Cancellation Charges (Ref. Paragraph 2 of Article 6)

Date when Cancellation	Number of Guests subscribed			
	1 to 14	15 to 30	31 to 100	101 and more
No Show	100%	100%	100%	100%
Accommodation Day	100%	100%	100%	100%
1 Day Prior to Accommodation Day	50%	50%	80%	80%
2 Day Prior to Accommodation Day	30%	30%	50%	50%
3 Day Prior to Accommodation Day	30%	30%	30%	50%
5 Day Prior to Accommodation Day		30%	30%	30%
6 Day Prior to Accommodation Day			20%	30%
7 Day Prior to Accommodation Day			20%	30%
8 Day Prior to Accommodation Day			10%	15%
14 Day Prior to Accommodation Day			10%	15%
15 Day Prior to Accommodation Day				10%
30 Day Prior to Accommodation Day				10%

*However, for stays from December 29th to January 4th, the following cancellation fee will be charged regardless of the number of people in the reservation.

No Show/Accommodation Day	100%
1 Day Prior to Accommodation Day	80%
7 Day Prior to Accommodation Day	50%
20 Day Prior to Accommodation Day	20%

Remarks:

1. The percentages signify the rate of cancellation charge to the Basic Accommodation Charges.
2. When the number of days contracted is shortened, the cancellation charge 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 persons or more) is cancelled, the cancellation charge shall not be charged for the number of the Group members equivalent to 10% of the number of the Group members booked as of 10 days prior to the occupancy. (When accepted less than 10 days prior to the occupancy. If there is a fraction, it will be rounded up to the whole number.)

(Bylaws)

Article 1. These Terms and Conditions shall come into effect on April 1, 2024.