

General Terms Condition for Accommodation Contract

Article1.(Scope of Application)

- 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 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.

Article2.(Application for Accommodation Contracts)

- 1.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); and
 - (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.

Article3.(Conclusion of Accommodation Contracts,etc)

- 1.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. Paragraph 2. The Guest shall be notified when it has been proved that the Ryokan/Hotel 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 set 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, secondly for the cancellation charges under Article 5 and thirdly for the reparations under Article 13 as applicable, the remainder, if any, shall be refunded at the time of the payment for accommodation 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 Ryokan/Hotel when the period of payment of the deposit is specified.

Article4.(Special Contracts Requiring No Accommodation Deposit)

- 1.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 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 treated as though the Ryokan/Hotel has accepted a special contract prescribed in the preceding Paragraph.

Article5.(Refusal of Accommodation Contracts)

- The Ryokan/Hotel may not accept the conclusion of an Accommodation Contract under any of the following circumstances:
- (1) When the application for accommodation does not conform with 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/herself in a manner that will violate laws or act against the public order or good morals in regard to his/her accommodation;
 - (4) When the Guest seeking accommodation can be clearly identified as carrying an infectious disease;
 - (5) When the Ryokan/Hotel staff are violently threatened or unreasonably burdened by the Guest;
 - (6) When the Ryokan/Hotel is unable to provide accommodation due to natural calamities, malfunction of facilities and/or other unavoidable causes;
 - (7) When the person requesting Hotel accommodation is obviously intoxicated and could cause annoyance to other guests or when the person is behaving in such a manner as to be an annoyance to other guests (when provisions of Article 16 of the Gunma Prefectural Ordinance are applicable.);
 - (8) When the person requesting Hotel accommodation is a member of an organized crime group, under Article 2-6 of Law on Preventing Unreasonable Conduct by Organized Crime Groups (Code 77 issued in 1991), or a related party, under Article 2-2 of said law;

Article 6(Right to Cancel Accommodation Contracts by the Guest)

- 1.The Guest is entitled to cancel the Accommodation Contract by 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 the cancellation charges in case of cancellation by the Guest.
- 3.If the Guest does not appear by 8 p.m.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.

Article 7(Right to Cancel Accommodation Contracts by the Ryokan/Hotel)

- 1.The Ryokan/Hotel may cancel the Accommodation Contract under any of the following circumstances:
 - (1) When the Guest is deemed liable for conduct and/or has conducted himself/herself in a manner that will violate the laws or act against the public order and good morals in regard to his/her accommodation;
 - (2) When the Guest can be clearly detected as carrying an infectious disease;
 - (3) When the Ryokan/Hotel staff suffers from violent threat or unreasonable burden from the Guest. Or when it is acknowledged that similar activity has occurred in the past;
 - (4) When the Ryokan/Hotel is unable to provide accommodation due to natural calamities and/or other causes of force majeure;
 - (5) When the person requesting Hotel accommodation is obviously intoxicated and could cause annoyance to other guests or when the person is behaving in such a manner as to be an annoyance to other guests (when provisions of Article 16 of the Gunma Prefectural Ordinance are applicable.);

- (6) When the person requesting Hotel accommodation is a member of an organized crime group, under Article 2-6 of Law on Preventing Unreasonable Conduct by Organized Crime Groups (Code 77 issued in 1991), or a related party, under Article 2-2 of said law;
- (7) When the Guest does not observe prohibited actions such as smoking in bed, tampering with fire-fighting facilities and otherwise breaches Hotel Regulations stipulated by the Hotel (restricted to particulars deemed necessary in order to avoid causing fires);

- 2.If the Ryokan/Hotel has cancelled 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.

Article 8(Registration)

- 1.The Guest shall register the following particulars the Front Desk of the Ryokan/Hotel on the day of accommodation:
 - (1) Name, age, sex, address and occupation of the Guest(s);
 - (2) Nationality, passport number, port and date of entry in Japan;
 - (3) Date and estimated time of departure; and
 - (4) Other particulars deemed necessary by the Ryokan/Hotel.
- 2.In the case where the Guest intends to pay his/her Accommodation Charges prescribed in Article 12 by any means other than Japanese currency, such as traveler's cheques coupons or credit cards, these credentials shall be shown in advance at the time of the registration prescribed in the preceding Paragraph.

Article 9(Occupancy Hours of Guest Rooms)

- 1.The Guest is entitled to occupy the contracted guest room of the Ryokan/Hotel from 3:00 p.m. on the day of arrival to 10:00 a.m. in the morning 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 apply as follows:
 - (1) Up to 3 hours : 30% the room charge
 - (2) Up to 6 hours : 60% of the room charge
 - (3) More than 6 hours : 100% of the room charge

Article 10(Observance of Use Regulations)

- 1.The Guest shall observe the Hotel Regulations established by the Ryokan/Hotel. Hotel Regulations are posted within the premises of the Ryokan/Hotel.

Article 11(Business Hours)

- 1.The business hours of the Hotel main facilities are as follows, and those of other facilities, etc. shall be notified in detail by brochures as provided, notices displayed in various places, the Service Directory in guest rooms and other means.
 - (1) Service hours of Front Desk, cashier, etc. Closing time: 10:00 a.m. Front service: from 7:00 a.m to 10:00 p.m.
 - (2) Service hours for dining, drinking and etc. please refer to the Service Directory.

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

Article 12(Payment of Accommodation Charges)

- 1.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 Guests' departure or upon request by the Hotel in Japanese currency. Other means acceptable to the Hotel are travelers' cheques, 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.

Article 13(Liabilities of the Ryokan/Hotel)

- 1.The Ryokan/Hotel shall compensate the Guest for the 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. 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.

Article14(Handling When Unable to Provide Contracted Rooms)

- 1.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 can not 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 the reparations. However, when the Ryokan/Hotel cannot provide accommodation due to causes for which the Ryokan/Hotel is not liable, the Ryokan/Hotel will not compensate the Guest.

Article 15(Handling of Deposited Articles)

- 1.The Ryokan/Hotel 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/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 maximum of 150,000 yen.
- 2.The Ryokan/Hotel shall compensate the Guest for the damage 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 nature and value has not been reported in advance by the Guest, the Ryokan/Hotel shall compensate the Guest up to a maximum of 150,000 yen.

Article16(Custody of Baggage and/or Belongings of the Guest)

- 1.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 the ownership of the article is confirmed, the Ryokan/Hotel owner of the article left and ask for further instruction given to the Ryokan/Hotel by the ownership is not confirmed, the Ryokan/Hotel shall the Lost Goods Act.

- 3.The Ryokan/Hotel's liability in regard to the custody and belongings in the case of the preceding two paragraphs shall be in accordance with the provisions of Paragraph 1 of the case of Paragraph 1, and with the provisions of Paragraph 2.

Article 17(Liability in regard to Parking)

- 1.The Ryokan/Hotel shall not be liable for the custody when the Guest utilizes the parking lot within the premises of the Hotel, as it shall be regarded that the Ryokan/Hotel is for parking, whether the key of the vehicle has been handed over to the Ryokan/Hotel or not. However, the Ryokan/Hotel shall be liable for the damage caused through intent or negligence on the part of the Ryokan/Hotel in regard to the management of the parking lot.

Article 18(Liability of the Guest)

- 1.The Guest shall compensate the Ryokan/Hotel for the damage caused through intent or negligence on part of the Guest.

Article 19(Governing Language)

- 1.These terms are provided in both Japanese and English, and in the case of discrepancy between the Japanese and English, the Japanese shall prevail.

Article 20(Jurisdiction and Applicable Law)

- 1.Litigation arising from the Term & Condition for Accommodation Contract shall be resolved in the courts in the jurisdiction on the Ryokan/Hotel in accordance with Japanese law.

Attached Table No.1

Calculation Method for Accommodation Charges (Ref. Paragraph 2 of Article 3 and Paragraph 1 of Article 12)

		Content
Total Amount to be paid by the Guest	Accommodation Charges	(1) Basic Accommodation Charge (W) (2) Service charge ((1) × 1
	Extra charges	(3) Meals, Drinks and other (4) Service Charge ((3) × 1
	Taxes	a. Consumption Tax b. Hot Spring Tax

Remarks: These charges are subject to change in accordance with the laws concerned

Attached Table No.2

Cancellation (Ref. Paragraph 2 of Article 5)

Date when Cancellation of Contract is Notified	Contracted Number of Guests		
	1to4	1to10	15to:
No Show	100%	100%	100%
Accommodation Day	100%	100%	100%
1Day prior to Accommodation Day	50%	50%	50%
2Day prior to Accommodation Day	30%	30%	30%
3Day prior to Accommodation Day	30%	30%	30%
5Day prior to Accommodation Day	30%	30%	30%
6Day prior to Accommodation Day	30%	30%	30%
7Day prior to Accommodation Day	30%	30%	30%
8Day prior to Accommodation Day	30%	30%	30%
14Day prior to Accommodation Day	30%	30%	30%
15Day prior to Accommodation Day	30%	30%	30%
30Day prior to Accommodation Day	30%	30%	30%

Remarks:
 1. The percentages signify the rate of cancellation charge.
 2. When the number of days contracted is shortened, the cancellation charge shall be paid by the Guest regardless of the number of days.
 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 persons equal to the number of persons booked as of 10 days prior to the occupancy date, and for the remainder with fractions.

野口雨情ゆかりの宿
 Ryokan in connection
 with the poet "Ujio Noguchi"

