

Jisaburo Ozawa Residence

Terms and Conditions for Accommodation Contract

[Scope of Application]

Article 1.

1. The Accommodation Contract and related agreements to be entered into by Jisaburo Ozawa Residence (hereinafter referred to as “this Residence”) with the guest to be accommodated shall be subject to these terms and conditions. Any particulars not provided for herein shall be governed by laws and regulations and/or generally accepted practices.
2. In the case where this Residence 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 of these Terms and Conditions.

[Application for Accommodation Contracts]

Article 2.

1. A guest who intends to apply for an Accommodation Contract with this Residence shall provide the following information to the Residence.
 - (1) Name, address, telephone number and e-mail address of the guest(s)
 - (2) Date of stay and estimated time of arrival
 - (3) Accommodation charges (in principle, according to the basic Accommodation Charges in Appendix 1)
 - (4) a. Name of the applicant and his/her contact information
b. Name of the person paying the accommodation charge and his/her contact information
 - (5) Other matters deemed necessary by the Residence
2. In the event that the guest requests a continuation of the stay beyond the date of stay as specified in item (2) of the preceding paragraph during his/her stay, the accommodation contract shall be treated as if a new application for accommodation had been made only if no reservation for such continuation period had been made at the Residence at that time such request was made.

[Conclusion of Accommodation Contracts, etc.]

Article 3.

1. The Accommodation contract shall be concluded when the Residence accept the application as stated in the preceding article. However, this shall not apply if the Residence proves that it did not give its consent.
2. When an accommodation contract has been concluded in accordance with the provisions of the preceding paragraph, an application deposit (equivalent to the accommodation charge) determined by the Residence must be paid by the date designated by the Residence as the accommodation charge for the period of stay.
3. The deposit shall first be applied to the room charge ultimately payable by the guest, and if a situation arises where the provisions of Article 6 and Article 17 apply, the deposit shall be applied in the order of penalty followed by compensation, and any remaining amount shall be returned.

4. If the deposit in Paragraph 2 is not paid by the date designated by the Residence pursuant to the provisions of same paragraph, the accommodation contract shall lose its validity. However, this shall apply only in the case where the Residence has notified the guest to that effect when designating the date for payment of the deposit.
5. Even if the Residence has presented or announced an incorrect accommodation charge on the Internet or by telephone, and guests have applied for and accepted an accommodation contract based on said charge, if said charge is significantly lower than the dates before and after that date, the accommodation contract will be deemed to have been accepted due to an error of civil law unless the reason for the significantly lower charge (“limited”, “special”, etc.) is indicated, the acceptance shall be considered as a consent due to a mistake under the Civil Code. Consequently, the accommodation contract shall be deemed invalid, and the Residence will promptly notify the guest of this.

[Special clause requiring no Accommodation deposit]

Article 4.

1. Notwithstanding the provisions of Paragraph 2 of the preceding Article, the Residence may accept a special agreement requiring no accommodation deposit under the same paragraph after the conclusion of the Contract.
2. In the event that this Residence does not request payment of the deposit as specified in Paragraph 2 of the preceding Article and/or does not specify the date of payment of said deposit when accepting the application for an Accommodation Contract, it shall be treated as if the special agreement specified in the preceding Paragraph has been complied with.

[Refusal to enter into an accommodation agreement]

Article 5.

1. This Residence may refuse to conclude an Accommodation Contract in the following cases:
 - (1) When the application for accommodation is not in accordance with these Terms and Conditions,
 - (2) When there is no room available due to the Residence being fully booked,
 - (3) When it is recognized that the person who intends to stay 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 recognized that the person who intends to stay falls under any of the following items (a) through (c).
 - (a) Gang group as defined in Article 2, Item 2 of the Act on Prevention of Unjust Acts by Organized Crime Group Members(Law No.77, 1991) (hereinafter “gang group”), gang member as defined in Article 2, Item 6 of the same law (hereinafter “gang member”), quasi-organized crime group members or persons related gang group and other anti-social forces.
 - (b) When it is a gang group or a juridical person or other organization in which gang members control business activities.
 - (c) A juridical person whose officers fall under the category of gang member (organized crime group member).
 - (5) When a person who intends to stay at this Residence causes significant inconvenience to other guests or residents of neighborhood.

- (6) When it is clearly recognized that the person seeking accommodation is suffering from a contagious disease.
- (7) When a violent act of demand is committed or a burden exceeding a reasonable range is demanded in connection with the accommodation.
- (8) When it is impossible to accommodate the guests due to natural disasters, malfunction of facilities, or other unavoidable reasons.
- (9) When the case falls under the provisions of Article 10 of the Enforcement Ordinance of the Ryokan Business Law established by Miyazaki Prefecture.
- (10) When a person who has applied for accommodation has made an application for a reserved room with a secret of his/her own commercial purpose such as resale or mediation for fee.
- (11) Smoking is prohibited in the Residence (including heated tobacco products and e-cigarette), and any attempt to smoke in disregard of this prohibition.
- (12) When bringing in hazardous materials (stoves and other fire appliances, petroleum etc.) and articles harmful to the human body.
- (13) When it is recognized that the guest is clearly unable to pay.
- (14) In the same manner as above, when the Residence deems it inappropriate to allow the person seeking to stay at the accommodation.

[Cancellation of Accommodation contract by the guest]

Article 6.

1. The guest may cancel the accommodation contract by making a request to the Residence.
2. In the event that the accommodation contract is cancelled in whole or in part by the guest for reasons attributable to him/her (except in the case when the Residence specifies the due date for payment of the application deposit and requires payment pursuant to Paragraph 2 of Article 3, and the guest has cancelled the accommodation contract prior to such payment), the Residence shall charge a penalty fee in accordance with the provisions listed in Appendix 2. However, in the event that the Residence has agreed to the special contract stipulated in Paragraph 1 of Article 4, this will only apply when the Residence has notified the guest of the obligation to pay the penalty when the guest has cancelled the accommodation contract.
3. In the event that the guest does not arrive by 22:00 on the day of the stay (or 2 hours after the estimated time of arrival, if such time has been specified in advance) without informing this Residence, the Residence may deem the accommodation contract to have been cancelled by the guest and treat the situation as such.

[Right to terminate the Accommodation Contract by this Residence]

Article 7.

1. This Residence 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 laws and regulations, public order or good morals in connection with the laws, public order, or good morals in connection with accommodation, or when it is recognized that such an act has been committed.
 - (2) When it is recognized that the guest falls under any of the following items (a) through (c).

- (a) Gang group (organized crime group), gang members, quasi-organized crime groups, or persons related to gang groups, and other antisocial forces.
 - (b) When it is a gang group or a juridical person or other organization in which gang members control business activities.
 - (c) A juridical person whose officers fall under the category of gang member (organized crime group member).
- (3) When a guest causes significant inconvenience to other guests.
 - (4) When it is clearly recognized that the guest is suffering from a contagious disease.
 - (5) When a violent act of demand is committed or a burden exceeding a reasonable range is demanded in connection with the accommodation.
 - (6) When it is impossible to accommodate the guests due to force majeure such as natural disasters.
 - (7) When the case falls under the provisions of Article 10 of the Enforcement Ordinance of the Ryokan Business Law established by Miyazaki Prefecture.
 - (8) Smoking (including heated tobacco products and e-cigarette) outside of the designated area, tampering with firefighting equipment, and failure to comply with other prohibitions (necessary for fire prevention) in the rules of use established by the Residence.
 - (9) When hazardous materials (stoves and other fire appliances, petroleum etc.) and articles harmful to the human body are brought into the accommodation premises.
 - (10) In addition, when it is found that the guest has violated any other provisions of these Terms and Conditions, or when the Residence deems it inappropriate to allow the guest to maintain the accommodation contract.
2. In the event that this Residence cancels the accommodation contract pursuant to the provisions of the preceding paragraph, the guest will not be charged for any accommodation services that have not yet been provided.

[Registration for Accommodation]

Article 8.

- 1. Guests shall register the following items at the front desk of Hotel Shikitei, which operates and manages the Residence, on the day of their stay.
 - (1) Name, age, sex, address and occupation of the guest(s).
 - (2) For foreigners who do not have a domicile in Japan, we will ask for nationality, passport number, place and date of entry into Japan, and a copy of the passport for identification purposes.
 - (3) Date and estimated time of departure.
 - (4) Other items deemed necessary by the Residence.

[Time available for use of the Residence]

Article 9.

- 1. The time when guests may enter the Residence (check-in time) shall be from 3:00 p.m., and the time when they may use the Residence (check-out time) shall be until 11:00 a.m.
- 2. This Residence will not allow any extension of time, etc. after 11:00 a.m. on the day of departure, unless there

is a special reason.

3. In the case of a consecutive stay, a guest room may be used for the entire day, except the day of arrival and the day of departure. However, when necessary for safety, hygiene management, or other operational requirements of our Residence, we may enter the guest room and take necessary measures.

[Compliance with rules of use]

Article 10.

1. Guests shall comply with the rules of use established by us and posted within this Residence.

[Payment of Accommodation charges]

Article 11.

1. The breakdown of the Accommodation charges, etc. to be paid by the guest shall be as listed in the Appendix 1.
2. The payment of the accommodation charge, etc. in the preceding paragraph, shall be made by credit card or the payment method specified by the Residence on the date specified by the Residence (in principle, at the same time as the establishment of the accommodation contract) or at the time requested by the Residence.
3. Accommodation Charges shall be applied even if the guest voluntarily does not stay in the room after the Residence has provided and made the guest room available for use.

[Liability of this Residence]

Article 12.

1. In the event that this Residence causes damage to a guest due to the performance or non-performance of the accommodation contract and related agreements, the Residence shall compensate for such damage. However, this shall not apply when the damage is not caused by reasons attributable to the Residence.
2. Our responsibility for the accommodation begins when the guest enters the Residence after registering for the accommodation at the front desk and ends when the guest vacates the Residence to depart.
3. This Residence is covered by Innkeeper's Liability Insurance to deal with unexpected fire and/or other disasters.

[Handling of cases where the contracted room cannot be provided]

Article 13.

1. In the event that this Residence is unable to provide the guest with the contracted room due to reasons attributable to the Residence, the Residence shall, with the consent of the guest, mediate other accommodations under the same conditions as much as possible.
2. Notwithstanding the provisions of the preceding paragraph, if the Residence is unable to arrange other accommodation, it will pay the guest a compensation fee equivalent to the amount of the penalty charge, and the compensation fee will be applied to the amount of compensation for damages. However, if there is no reason attributable to the Residence for not being able to provide the guest room, no compensation fee will be paid.

[Handling of Deposited Articles, etc.]

Article 14.

1. As general rule, this Residence will not handle any deposited items.
2. Guests are generally responsible for the management of their own belongings, cash, and valuables brought into the Residence. However, in the event of loss, damage, or other harm caused by deliberate or gross negligence on the part of the Residence, the Residence will compensate for the damages. However, for items that have not been previously declared regarding their type and value by the guest, the Residence will only compensate for damages up to 100,000 yen, unless there is deliberate or gross negligence on the part of the Residence.

[Safekeeping of baggage or belongings of guest]

Article 15.

1. In principle, this Residence (including the front desk of Hotel Shikitei) will not accept guests' baggage in advance. However, if a guest arrives at the front desk before the check-in time, the Residence will keep the guest's baggage only if the Residence agrees before the guest's arrival, and hand it over when the guest checks in at the front desk.
2. In the event that a guest's baggage or personal belongings are left behind at the Residence after the guest has checked out, and the Residence finds them, in principle, they will be kept for a certain period of time determined by the Residence, including the date of discovery, and then reported to the nearest police station in accordance with the Lost Property Law. However, perishable food, food and beverages, and other waste-like items will be disposed of at our Residence on the day they are found (during cleaning).
3. In the case of the preceding two paragraphs, the responsibility of the Residence for the safekeeping of the guest's baggage or personal belongings shall be in accordance with the provisions of paragraph 2 of the preceding article.

[Liability in regard to parking]

Article 16.

1. When a guest uses the parking lot provided by this Residence, regardless of whether or not the key to the vehicle is entrusted to the Residence, the Residence shall rent a space and shall not be responsible for the management of the vehicle. In addition, the Residence shall not be liable for any accidents, theft, loss, destruction, damage, water damage, etc. to the vehicle or its accessories in the parking lot.

[Liability of the guest]

Article 17.

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

[Disclaimer]

Article 18.

1. This Residence shall not be responsible for any noise or vibration that may be generated from the neighborhood.
2. Due to the characteristics of the old architecture, this Residence has low ceilings and beams, stairways, steps, and atrium. Please understand that the Residence is not responsible for any injuries caused by guests falling or tumbling in the Residence, and that all guests stay at their own risk.
3. This Residence does not provide meals. In the event that guests order meals for delivery themselves or request meal arrangements through the Residence, regardless of any options or other designations at the time of reservation, the provision of those meals will be considered a contract between the guest and the respective food service provider. The Residence assumes no responsibility whatsoever.
4. Guests shall be responsible for their own use of computer communications from inside and outside the Residence. The Residence shall not be liable for any damage incurred by the user as a result of interruption of service due to system failure or other reasons, infection by computer viruses, etc., during the use of computer communications. In the event that a guest causes damage to the Residence or a third party through the use of computer communications that are deemed inappropriate by the Residence, the guest shall compensate the Residence and the third party for such damage.

[Changes to these Terms and Conditions]

Article 19.

1. These Terms and Conditions shall fall under the provisions of the Civil Code, and each provision of these Terms and Conditions shall be changed in accordance with the provisions of the Civil Code when it conforms to the general interests of the guests or when there are reasonable grounds for requiring such a change.
2. In the event of any changes to these Terms and Conditions, the content of the changed provisions shall be posted on the Residence's website, etc., and shall apply from the effective date specified at the time of posting.

[Applicable Laws and Jurisdiction]

Article 20.

1. Any and all disputes arising in connection with these Accommodation Conditions shall be governed by the laws of Japan, and the summary court or district court having jurisdiction over the head office or location of the head office of the company managing or operating the Residence shall be the court of exclusive jurisdiction of the first instance. However, in the event that such court of jurisdiction is deemed to be in violation of laws and regulations, the provisions of laws and regulations shall apply.
2. These Terms and Conditions have been prepared in Japanese and English, but in the event of any discrepancy or difference between the Japanese text and the English text, the Japanese text shall prevail.

[Appendix 1]

Breakdown of Accommodation Charges (related to Article 2, Paragraph 1 and Article 11, Paragraph 1)

| | | Breakdown |
|-----------------------------------|-------------|-------------------|
| Total amount to be paid by guests | Lodging fee | Basic Room Charge |
| | tax | Consumption tax |

[Note]

1. The basic room charge is based on the rates posted on this Residence's website, etc.
2. There is no child charge, however, infants under 3 years old are free of charge (bedding is not provided).

[Appendix 2]

Penalty Charges (related to Article 6, Paragraph 2)

| Date of receipt of contract cancellation | Ratio of Penalties (Cancellation charge) |
|------------------------------------------|------------------------------------------|
| 7days prior to accommodation day | 50% of the room charge |
| 1days prior to accommodation day | 50% of the room charge |
| Accommodation day | 100% of the room charge |
| No show | 100% of the room charge |

[Note]

1. The penalty shall be calculated from the day on which the notice of cancellation is received from the guest.
2. In the event that the contracted number of days is shortened, if the subject shortening corresponds to a penalty period, a penalty charge shall be collected at the rate applicable to the penalty charge.
3. In the event that the contract is cancelled for a part of the number of guests, no penalty will be charged for cancellations made up to the day before the date of stay.

Jisaburo Ozawa Residence Terms and Conditions for Accommodation Contract

- Article 1. Scope of Application
 - Article 2. Application for Accommodation Contracts
 - Article 3. Conclusion of Accommodation Contracts, etc.
 - Article 4. Special clause requiring no Accommodation deposit
 - Article 5. Refusal to enter into an accommodation agreement
 - Article 6. Cancellation of Accommodation contract by the guest
 - Article 7. Right to terminate the Accommodation Contract by this Residence
 - Article 8. Registration for Accommodation
 - Article 9. Time available for use of the Residence
 - Article 10. Compliance with rules of use
 - Article 11. Payment of Accommodation charges
 - Article 12. Liability of this Residence
 - Article 13. Handling of cases where the contracted room cannot be provided
 - Article 14. Handling of Deposited Articles, etc.
 - Article 15. Safekeeping of baggage or belongings of guest
 - Article 16. Liability in regard to parking
 - Article 17. Liability of the guest
 - Article 18. Disclaimer
 - Article 19. Charges to these Terms and Conditions
 - Article 20. Applicable Laws and Jurisdiction
-
- Appendix 1. Breakdown of Accommodation Charges
(related to Article 2, Paragraph 1 and Article 11, Paragraph 1)
 - Appendix 2. Penalty Charges (related to Article 6, Paragraph 2)