

## Nara Hotel Accommodation Terms and Conditions

(Scope of application)

### Article 1

1. The Accommodation Contract and related contracts to be concluded between this Hotel and the Guest to be accommodated shall be subject to these Terms and Conditions. Any matters not provided for in these Terms and Conditions shall be governed by laws and regulations (which means laws and regulations or those based on laws and regulations). The same applies below.) or by generally established practice.
2. In cases where the Hotel has entered into a special contract with the Guest insofar as this does not violate laws, regulations and generally accepted practices, notwithstanding the provisions of the preceding paragraph, the special contract shall take precedence.

(Application for an Accommodation Contract)

### Article 2

1. Anyone who intends to apply for an Accommodation Contract with our Hotel shall provide our Hotel with the following particulars:
  - (1) Name of guest
  - (2) Date of stay and expected time of arrival
  - (3) Accommodation fees (in principle, the basic accommodation fees set forth in Schedule 1)
  - (4) ① Applicant name and contact information  
② Name and contact details of the person paying the accommodation fee
  - (5) Any other particulars deemed necessary by the Hotel.
2. When a Person who has applied for accommodation has been requested by the Hotel to submit a guest register stating the names, addresses, telephone numbers, etc. of the guests, he/she shall submit such register immediately even after the Accommodation Contract has been concluded.
3. If a guest requests an extension of his/her stay beyond the date of accommodation specified in Paragraph 1, Item 2, the Hotel shall treat it as if he/she had made an application for a new Accommodation Contract at the time such request was made.

(Establishment of Accommodation Contracts, etc.)

### Article 3

1. An Accommodation Contract will be concluded when the Hotel accepts the application as stipulated in the preceding Article.
2. If the Hotel has presented an incorrect accommodation rate on its website or provided an incorrect accommodation rate over the telephone and you have applied for and accepted an accommodation contract based on that accommodation rate, and the rate in question is significantly lower than the accommodation rates for the dates before or after that date, then the Hotel will consider the accommodation contract invalid as this is an acceptance made by mistake under the Civil Code, unless

there is any indication or notification as to why the rate is lower, such as "limited," "special," or "campaign," and will promptly notify you to that effect.

3. The Hotel may make a reservation confirmation call or send an e-mail to the contact details provided by the Guest on any day prior to the scheduled date of stay.
4. When an Accommodation Contract has been established in accordance with the provisions of paragraph 1, an application fee set by the Hotel, limited to the basic accommodation charges for the period of stay (if it exceeds 3 days, then 3 days), shall be paid by the date designated by the Hotel.
5. The application fee shall first be applied to the accommodation fee finally payable by the Guest, and in the event of the occurrence of a situation to which the provisions of Articles 6 and 18 apply, it shall be applied in the order of penalty charges and compensation, and the remaining balance, if any, shall be refunded at the time of payment of the fees as provided for in Article 12.
6. If the application fee stipulated in Paragraph 4 is not paid by the date specified by the Hotel as stipulated in the same Paragraph, the Accommodation Contract will become void. However, this shall apply only if the Hotel has provided the Guest with a notice to such effect in designating the due date for the application fee payment.

(Special Contracts Requiring No Accommodation Deposit)

#### Article 4

1. Notwithstanding the provisions of Paragraph 4 of the preceding Article, the Hotel may enter into a special contract requiring no accommodation deposit after the Contract has been concluded.
2. If the Hotel has not requested the payment of the application fee as stipulated in Paragraph 4 of the preceding Article and/or has not specified the due date for the payment of the application fee when accepting your application for an Accommodation Contract, it will be treated as if it has accepted a special contract as stipulated in the preceding Paragraph.

(Request for cooperation in infection prevention measures at facilities)

#### Article 4-2

1. Our Hotel reserves the right to request that Guests seeking accommodation cooperate with us in accordance with the provisions of Article 4-2, Paragraph 1 of the Inns and Hotels Act (Act No. 138 of 1948).

(Refusal to Conclude an Accommodation Contract)

#### Article 5

1. The Hotel may refuse to enter into an Accommodation Contract under any of the following circumstances: However, this paragraph does not mean that the Hotel may refuse accommodation in cases other than those listed in Article 5 of the Inns and Hotels Act.
  - (1) When the application for accommodation does not conform with these terms and conditions.
  - (2) When the Hotel is fully booked and no rooms are available.
  - (3) When the person seeking accommodation is deemed liable to conduct himself/herself in a manner that will violate the laws, public order or good morals in regard to his/her accommodation.

(4) When the person seeking accommodation is deemed to be threatening to disturb the peaceful order of the Hotel by making unreasonable complaints or demands within the Hotel.

(5) When the person seeking accommodation is deemed to be under any of the following items (a) to (c):

(a) An organized crime group as defined in Article 2, paragraph 2 of the Law Concerning the Prevention of Unjust Activities by Organized Crime Group Members (Law No. 77 of 1991) (hereinafter referred to as "an organized crime group"). ,

Article 2 of the same law: Members of organized crime groups (hereinafter referred to as "members of organized crime groups"). , associate members of organized crime groups or people related to organized crime groups or other antisocial forces

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

(c) A corporation in which any of its directors is a member of an organized crime group

(6) When a person seeking accommodation behaves in a manner that causes significant nuisance to other guests.

(7) If the person seeking accommodation is a patient of a specific infectious disease as defined in Article 4-2, Paragraph 1, Item 2 of the Inns and Hotels Act (hereinafter referred to as a "patient of a specific infectious disease") When.

(8) When violent demands are made in relation to lodging, or when an unreasonable burden is requested (when a person seeking lodging is in violation of the Act on Promotion of Elimination of Discrimination against Persons with Disabilities (Act No. 65 of 2013) (Hereinafter referred to as the "Act on the Elimination of Discrimination against Persons with Disabilities"). (Except for cases where removal of social barriers is requested pursuant to the provisions of Article 7, paragraph 2 or Article 8, paragraph 2.) .

(9) When a person seeking accommodation has repeatedly made requests to the hotel that are deemed to be excessively burdensome and likely to significantly impede the provision of accommodation services to other guests, as specified in Article 5-6 of the Enforcement Regulations of the Inns and Hotels Act.

(10) When it is impossible to provide accommodation due to natural disasters, malfunction of facilities, or other unavoidable reasons.

(11) When the case falls under the provisions of Article 9 of the Nara City Ordinance on the Enforcement of the Hotel Business Law and on Ensuring the Proper Operation of the Hotel Business.

1. When a person requesting accommodation is extremely drunk or behaving in an extremely abnormal manner, or his/her body, clothing, etc. is extremely dirty and is likely to cause inconvenience to other guests.

② When a request for accommodation is made outside of normal hours.

③ When it is recognized that the guest does not have the ability to pay accommodation fees and other expenses.

④ When a guest fails to fill in the accommodation register or makes a false statement regarding the

information to be filled in.

- (12) When a person applying for accommodation has made the application without disclosing his/her commercial purpose.

(Explanation of refusal to conclude an accommodation contract)

#### Article 5-2

1.If the Hotel does not comply with the request to enter into an Accommodation Contract in accordance with the preceding Article, a Guest seeking accommodation may request the Hotel to explain the reason.

(Guest's Right to Cancel Accommodation Contract)

#### Article 6

1. The Guest may cancel the Accommodation Contract by notifying the Hotel.
2. When the Guest cancels the Accommodation Contract in whole or in part (except when the Hotel has specified a due date for the application fee and requested payment in accordance with the provisions of Article 3, Paragraph 4 and the Guest cancels the Accommodation Contract prior to such payment). will be subject to a cancellation fee as set out in Appendix 2. However, in cases where the Hotel has entered into a special agreement as provided for in Article 4, Paragraph 1, this will only apply when the Hotel has notified the Guest of his/her obligation to pay cancellation charges when the Guest cancels the Accommodation Contract.
3. If a Guest does not arrive by 8 p.m. on the day of the stay without contacting the Hotel (or by two hours after the expected arrival time if the Guest has stated such time in advance), the Hotel may regard the accommodation contract as having been cancelled by the Guest.

(Article 13. The Hotel's Right to Cancel Contracts)

#### Article 7

1. The Hotel may cancel the Accommodation Contract under any of the following circumstances: However, this paragraph does not mean that the Hotel may refuse accommodation in cases other than those listed in Article 5 of the Inns and Hotels Act.
  - (1) When the Guest is deemed liable to conduct himself/herself in a manner that will violate the laws and regulations, the public order or good morals in regard to his/her accommodation, or when he/she is deemed to have conducted himself/herself in such a manner.
  - (2) When the person seeking accommodation is deemed to be threatening to disturb the peaceful order of the Hotel by making unreasonable complaints or demands within the Hotel or is deemed to have engaged in such behavior.
  - (3) When the Guest is deemed to fall under any of the following items (a) to (c):
    - A. Organized crime group, an organized crime group member, an associate member of an organized crime group, or a person related to an organized crime group or other antisocial forces
    - (b) When a corporation or other organization whose business activities are controlled by an organized crime group or an organized crime member

- (c) A corporation with an officer who is a member of an organized crime group
  - (4) When the guest behaves in a manner that causes significant nuisance to other guests.
  - (5) When the guest is a patient of a specific infectious disease.
  - (6) When a guest makes violent demands or is asked to assume an unreasonable burden in relation to his/her stay (except when the guest requests the removal of social barriers pursuant to Article 7, Paragraph 2 or Article 8, Paragraph 2 of the Act on the Elimination of Discrimination against Persons with Disabilities).
  - (7) When the Guest has repeatedly made requests to the Hotel which are deemed to be excessively burdensome and likely to significantly impede the provision of accommodation services to other Guests as specified in Article 5-6 of the Enforcement Regulations of the Inns and Hotels Act.
  - (8) When the Hotel is unable to provide accommodation due to a natural disaster or other force majeure.
  - (9) When the case falls under the provisions of Article 9 of the Nara City Ordinance on the Enforcement of the Hotel Business Law and the Assurance of Proper Operation of the Hotel Business.
  - (10) When the Guest smokes in bed, tampers with fire-fighting equipment, or violates any of the prohibited items set forth in the Usage Regulations stipulated by the Hotel.
2. When the Hotel cancels the Accommodation Contract in accordance with the provisions of the preceding paragraph, it will not charge the Guest any fees for any accommodation services etc. that he/she has not yet received.

(Explanation of cancellation of accommodation contract)

#### Article 7-2

1. When the Hotel has cancelled the Accommodation Contract in accordance with the preceding Article, the Guest may request the Hotel to explain the reason therefor.

(Accommodation registration)

#### Article 8

1. The Guest will be required to register the following particulars at the front desk of the Hotel on the day of accommodation:
  - (1) Name, address and contact details of the Guest
  - (2) For foreign nationals who do not have an address in Japan, their nationality and passport number
  - (3) Any other particulars deemed necessary by the Hotel.
2. If the Guest intends to pay the charges prescribed in Article 12 by any means other than currency, such as traveller's cheques, accommodation coupons or credit card, these shall be presented in advance at the time of registration prescribed in the preceding paragraph.

(Guest room occupancy hours)

#### Article 9

1. Guests may use the guest rooms of our Hotel from 3:00 p.m. to 11:00 a.m. the following morning. However, if your stay is consecutive, you may use the room all day except on the days of arrival and departure.
2. Notwithstanding the provisions of the preceding paragraph, our hotel may permit the Guest to occupy the guest rooms outside the hours specified in the same paragraph. In such cases, the Hotel will charge the following additional fees:
  - (1) Up to 3 hours beyond the limit: 1/3 of the room rate
  - (2) Up to six hours beyond the limit: half the room rate
3. You will be charged a full night's stay for 6 or more hours past check-out.

(Observance of the rules of use)

#### Article 10

1. While in the Hotel, the Guest shall observe the Hotel Usage Regulations established by the Hotel and posted within the premises of the Hotel.

(Business hours)

#### Article 11

1. The opening hours of the main facilities of the Hotel are as follows. Detailed opening hours of other facilities will be provided in the pamphlets provided, on notices posted in various locations, in the service directories in the guest rooms, etc.

Front desk/cashier service hours

  - B. Front desk service: 6:00-24:00
  - B. Exchange service: 6:00-24:00
2. The hours stated in the preceding paragraph may be subject to temporary change when necessary or unavoidable. In such case, we will give notice in an appropriate manner.

(Payment of fees)

#### Article 12

1. The breakdown of the accommodation fees, etc. to be paid by the Guest shall be as set forth in Attached Table 1.
2. Accommodation Charges, etc. as set forth in the preceding paragraph shall be paid at the front desk at the time of the Guest's departure or upon request by the Hotel in cash or by any other means acceptable to the Hotel, such as traveller's cheques, accommodation vouchers or credit cards.
3. Accommodation charges will be charged even if the Guest voluntarily does not utilize the guest room after the Hotel has provided it to the Guest and made it available for use.

(Liability of the Hotel)

#### Article 13

1. The Hotel shall compensate the Guest for damage if the Hotel has caused such damage to the Guest in its fulfillment or non-fulfillment of the Accommodation Contract and/or related agreements.

However, this shall not apply in cases not attributable to the Hotel.

2. Our hotel is covered by hotel liability insurance to cover the unlikely event of a fire or other incident.

(Handling when contracted rooms cannot be provided)

#### Article 14

1. When the Hotel is unable to provide a contracted room to a Guest, it will arrange, wherever possible, for the Guest to stay in accommodation of the same standard elsewhere, with the Guest's consent.
2. If the Hotel is unable to arrange alternative accommodation for the Guest notwithstanding the provisions of the preceding paragraph, the Hotel shall pay the Guest a compensation fee equivalent to the cancellation fee, which shall be applied to the amount of damages. However, if there is no reason attributable to the Hotel for such unavailability, no compensation fee shall be paid.

(Handling of Deposited Items, etc.)

#### Article 15

1. The Hotel will compensate the Guest for damages when loss, breakage or other damage is caused to the goods, cash or valuables deposited at the front desk by the Guest, except in cases where this has occurred due to reasons of force majeure. However, with regard to cash and valuables, if the Hotel has requested that the Guest clearly indicate and declare the type and value of the items and the Guest fails to do so, the Hotel will compensate for such damage up to a maximum of 150,000 yen.
2. The Hotel cannot accept cash exceeding 150,000 yen or items with a current value of 150,000 yen or more.
3. The Hotel will compensate the Guest for damages when loss, breakage or other damage occurs through intention or negligence on the part of the Hotel to the goods, cash or valuables brought into the Hotel by the Guest but not deposited at the Front Desk. However, for any items for which the guest has not previously specified or declared the type and value, the hotel will compensate for damages up to a maximum of 150,000 yen, except in cases where the hotel has acted intentionally or with gross negligence.
4. Even if the Hotel is liable for damages pursuant to Paragraphs 1 to 3, it shall not be liable for the following items:
  - (1) Manuscripts, designs, drawings, ledgers, and other similar items (including those recorded on recording media such as magnetic tapes, magnetic disks, CD-ROMs, and optical disks that can be directly processed by information devices (computers and their terminal devices and other peripheral devices))

(Storage of Guest's Baggage or Belongings)

#### Article 16

1. When the baggage of the Guest is brought into the Hotel prior to his/her stay, the Hotel will be responsible for storing it only when this has been approved in advance of the Guest's arrival and will hand it over to the Guest at the front desk at the time of his/her check-in.

2. If a Guest's baggage or belongings are found left behind after his/her check-out, the Hotel will deal with the matter upon notification and instructions from the owner of the items. Other measures (in cases where there are no instructions from the owner or the owner is unknown, etc.) will be taken in accordance with laws and regulations.
3. The liability of the Hotel regarding the custody of the Guest's baggage and belongings in the cases 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 3 of the same Article in the case of the preceding Paragraph.

(Liability for Parking)

#### Article 17

1. When a Guest uses the car park of our Hotel, regardless of whether the key to the vehicle has been deposited with the Hotel or not, the Hotel is merely lending the space and is not responsible for the custody of the Guest's vehicle. However, if any damage is caused intentionally or through negligence on the part of the hotel in managing the parking lot, the hotel will be liable to pay compensation.

(Guest Liability)

#### Article 18

1. When the Hotel suffers damage caused through the Guest's intention or negligence, the Guest will compensate the Hotel for the damage.
2. In order to receive the accommodation services based on the Accommodation Contract smoothly, if a Guest becomes aware that the accommodation services provided have differed from those stated in the Accommodation Contract, he/she must notify the Hotel immediately.

(Disclaimer)

#### Article 19

1. Guests shall use computer (electronic devices, etc.) communications within the Hotel at their own risk, and the Hotel shall not be liable for any damage suffered by users due to a system failure while using computer communications.

(Dominant Language)

#### Article 20

1. The official text of these terms and conditions shall be written in Japanese. Even if a translation of these terms and conditions is made, only the Japanese version shall be valid as terms and conditions and the translation shall have no effect whatsoever.

(Changes to the Terms and Conditions)

#### Article 21

1. The Hotel reserves the right to change these Terms and Conditions in any of the following cases:



- (1) When the change to these Terms and Conditions is in the general interest of users.
  - (2) When the change to these terms and conditions is reasonable taking into account factors such as the purpose of the contract, the need for the change, the content of the changed terms and conditions, and the difficulty of obtaining individual consent.
2. In the event of any changes to these Terms and Conditions, the Hotel will notify Users in advance of the changes by posting them on its website or by other means specified by the Hotel, and of the date on which the changed Terms and Conditions will come into effect.

(Court of Jurisdiction and Applicable Law)

#### Article 22

1. Any disputes concerning the Accommodation Contract between our Hotel and a Guest will be governed by the laws of Japan and will be submitted to the exclusive jurisdiction of the Nara District Court or the Nara Summary Court as the court of first instance.

## Schedule 1

Breakdown of accommodation fees, etc. (related to Article 2, Paragraph 1 and Article 12, Paragraph 1)

|                                  |                      |   |
|----------------------------------|----------------------|---|
| Total amount to be paid by Guest | Accommodation charge | ① Basic accommodation fee [room fee (or room fee + breakfast fee)]<br>② Service charge (① x 15%)  |
|                                  | Additional charge    | ③ Food and drink (or additional food and drink (food and drink other than breakfast))<br>and other usage fees<br>④ Service charge (③ x 15%) |
|                                  | tax                  | B. Consumption tax  |

\*Note 1. Basic accommodation fee is based on the price list displayed at the front desk.

## Schedule 2

Cancellation fee (related to Article 6, Paragraph 2)

| Termination of contract<br>Date of notification | Number of contract applicants | Group           |                 |             |
|---|-------------------------------|-----------------|-----------------|-------------|
|   | General                       | Up to 14 people | 15 to 99 people | 100 or more |
| No stay   | 100%                          | 100%            | 100%            | 100%        |
| On that day                                     | 80%                           | 80%             | 80%             | 100%        |
| Previous day                                    | 20%                           | 20%             | 20%             | 80%         |
| 9 days ago                                      |                               |                 | 10%             | 20%         |
| 20 days ago                                     |                               |                 |                 | 10%         |

(Note)

- The percentage is the ratio of the cancellation fee to the basic accommodation fee.
- If the number of contract days is shortened, a penalty for one day (the first day) will be charged regardless of the number of days shortened.
- In the event that a contract is terminated for part of a group (15 or more people), 10% of the number of guests staying as of 10 days prior to the stay (or the day of acceptance if the application is accepted after that day) (rounded up to the nearest whole number). There will be no cancellation fee for the number of people.

In addition, for guests with 100 or more guests, the number of guests will be 10% of the number of guests staying at the venue 21 days prior to the stay.