

# ■ Terms and Conditions for Accommodation

## Scope of Application

Article 1. Contracts for accommodation and related agreements to be entered into between this 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. When the hotel enters into a special contract with the Guest, the special contract shall prevail any ordinances or established practices.

## Application for Accommodation Contract

Article 2. Guest(s) who wishes to apply for an Accommodation Contract with the Hotel shall provide the Hotel with the following information.

- (1) Name(s) of the Guest(s).
- (2) Date(s) of accommodation and the estimated time of arrival.
- (3) Accommodation charges (as a rule, based upon the Basic Accommodation Charges stipulated in Attached Table 1).
- (4) a. Name(s) and contact information of the applicant.  
b. Name(s) and contact information of the payer for the accommodation charges.
- (5) Any other information deemed necessary by the Hotel.

2. In the event a Guest requests a continuation of accommodation during his or her stay, which will extend beyond the date described in the preceding subparagraph (2), the hotel will consider this as a new application for an accommodation contract and process it as such.

## Conclusion of Accommodation Contract, etc.

Article 3. An Accommodation Contract shall be considered to have been established when the Hotel approves the application described in the preceding Article, when confirmation of acceptance is displayed on the reservation website of the Hotel (hereinafter referred to as "the Site"), or when an e-mail to that effect reaches the email server designated by the Guest. However, the same shall not apply when it has been shown that the Hotel has not accepted the application.

2. Upon the conclusion of the Accommodation Contract the Guest shall pay the Basic Accommodation Charges, up to a maximum of the charges for the period of stay (in cases in which the stay is to exceed 3 days, the charges for 3 days), to the Hotel by the payment date stipulated by the hotel as a deposit.

3. The deposit shall be first applied to the accommodation charges to be paid by the Guest at the end of his or her stay, and in the even an instance applicable to that described in Article 6 or Article 18 occurs, it shall be applied to the breach of contract charge and the reparations, in that order, with any remaining balance to be refunded at the time of payment defined in Article 12.

4. Failure to pay the deposit set forth in Paragraph 2 by the stipulated date will invalidate the Accommodation Contract. However, the same shall apply only when the guest has been informed in advance of the date on which the deposit payment is due.

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5. If the Hotel erroneously displays an incorrect accommodation rate on the Site and a Guest applies for an Accommodation Contract based on such rate, and the Hotel accepts the application, the Contract shall be deemed invalid on the grounds of mistake under the Civil Code, provided that the rate is significantly lower than the rates for the dates immediately before and after, and there is no indication that justifies the lower rate, such as "limited offer," "special rate," or "campaign." In such cases, the Hotel shall promptly notify the Guest to that effect.

## Special Contracts Requiring No Deposit

Article 4. Notwithstanding the provisions in Paragraph 2 of the preceding Article, the Hotel may enter into special contracts in which no deposit is required after the conclusion of the contract.

2. In the case in which the Hotel does not request the payment of the deposit described in Paragraph 2 of the preceding article and does not specify a date for the payment of a deposit at the time of the Hotel's acceptance of the application for an Accommodation Contract, the Hotel will be deemed to have concluded the special contract stipulated in the preceding paragraph.

## Request for cooperation in infection control

### measures at facilities

Article 4-2. The 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 Hotel may not accept the conclusion of 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 Hotel Business Act.

- (1) When the application for Accommodation does not conform with the provisions of these and conditions.
- (2) When the hotel is fully booked and no room is available.
- (3) When the Guest seeking accommodation is deemed liable to conduct himself or herself in a manner which would violate the law or disrupt public order or morals.
- (4) When the person who intends to stay at the Hotel is deemed to be an organized crime group as defined in Article 2, Item 2 of the Act on Prevention of Unjust Acts by Organized Crime Group Members (Act No. 77 of 1991) (hereinafter referred to as an "Organized Crime Group"), a member of an organized crime group as defined in Item 6 of the same Article (hereinafter referred to as a "Member of an Organized Crime Group"), an associate member or affiliate of an organized crime group, or any other antisocial force.

- (5) When the person who intends to stay at the Hotel is a member of an Organized Crime Group, or when a corporation or other organization whose business activities are controlled by a member of an Organized Crime Group.
- (6) When the person who intends to stay at the Hotel is a corporation, and any of its executives are members of an Organized Crime Group.
- (7) When the person who intends to stay at the Hotel engages in any act of violence, threat, blackmail, intimidation, or any kind of coercive unreasonable demand, or making any demand that goes beyond the scope of what is considered a reasonable burden in this lodging facility or an employee of this lodging facility, (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") or is confirmed to engage in any similar activity in this Hotel, or other hotels.
- (8) When the person who intends to stay in the Hotel has repeatedly made a request to the 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 impedes the provision of accommodation-related services to other guests.
- (9) When the Hotel is unable to provide accommodation due to natural calamities, dysfunction of the facilities and / or other unavoidable causes.
- (10) When the Guest is deemed liable to conduct and / or have conducted himself in a manner that will create a disturbance which annoys other guests, such as a dead-drunk and disorderly behavior (When Prefecture Ordinance is applicable).
- (11) When the person who intends to stay in the Hotel is a patient with a specified infectious disease as defined in Article 4-2, Paragraph 1, Item 2 of the Hotel Business Act (hereinafter referred to as "a Patient with a Specified Infectious Disease").
- (12) When the person who intends to stay in the Hotel makes unreasonable demands for excessive services, such as unjustified discounts or transportation services not stipulated in the contract.
- (13) When the person who intends to stay in the Hotel makes unreasonable demands over a long time, whether in person, by telephone, or through other means.
- (14) When the person who intends to stay in the Hotel repeatedly makes demands using means or methods that are clearly inappropriate in light of the nature or reasonableness of the request.
- (15) When the provisions of Article 4 of the Kyoto Prefecture Ordinance concerning the enforcement of the "Ryokan" Business Law and applicable.

### **Explanation of refusal to conclude a contract of accommodation**

Article 5-2. The person who intends to stay may request the Hotel to explain the reasons for its refusal to enter into a contract of accommodation in accordance with the preceding article.

### **The Guest's Right to Cancel the Accommodation Contract**

Article 6. The Guest can cancel the contract by notifying the Hotel.

- 2. When the Guest requests cancellation and the Accommodation Contract is cancelled either in part or in whole for reasons for which the Guest is liable (excluding the case in which the payment of a deposit by a specified payment date has been requested of the Guest as stipulated in Article 3, Paragraph 2, and the cancellation occurs prior to the payment of the deposit) breach of contract fees shall be charged as set forth in Attached Table 2. However, in the event a special contract such as that described in Article 4, Paragraph 1 has been concluded, the responsibility to pay breach of contract charges upon cancellation shall arise only in the case where the Hotel has notified the Guest of said responsibility.
- 3. In the case where the Guest does not appear by 8:00pm on the scheduled date of arrival (or within two hours of the time of arrival in the case where the Guest has provided the Hotel with a time of arrival), the Guest and processed as such.

### **The Hotel's Right to Cancel the Accommodation contract**

Article 7. The 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 and good morals in regard to him accommodation.
- (2) A Guest who has been determined to have been infected with a Specified Infectious Disease. Or, one who is considered at the risk of having contracted a Specified Infectious Disease.
- (3) When the hotel is unable to provide accommodation due to natural calamities and / or other causes of force measures.
- (4) When the Guest is deemed liable to conduct and / or have conducted himself in a manner that will create a disturbance which annoys other guests, such as a dead drunk and disorderly behavior.
- (5) When activities defined as prohibited at this Hotel are willfully engaged in.
- (6) When the Guest does not refrain from prohibited actions such as smoking in a bed, vandalism of the fire equipment the fire-fighting facilities and other the Use Regulations stipulated by the Hotel (restricted to particulars deemed necessary in order to avoid the causing of fires).

- (7) When the Guest is an organized crime group as defined in Article 2, Item 2 of the Act on Prevention of Unjust Acts by Organized Crime Group Members (Act No. 77 of 1991) (hereinafter referred to as an "Organized Crime Group"), a member of an organized crime group as defined in Item 6 of the same Article (hereinafter referred to as a "Member of an Organized Crime Group"), an associate member or affiliate of an organized crime group, or any other antisocial force.
- (8) The Guest is a syndicate organization, an employee of a syndicate organization, an organization affiliated with a syndicate organization or a person affiliated with such an organization or who has been determined to be socially affiliated with such organization or individuals.
- (9) The Guest is a syndicate organization, an organization directing the activities of the member of the syndicate organization, or who has been determined to be type of syndicate organization.
- (10) The Guest is an organization in which it has been determined that one of the directors falls in the category of member of a syndicate organization.
- (11) When the Guest engages in any act of violence, threat, blackmail, intimidation, or any kind of coercive unreasonable demand toward the accommodation facility or its employees, or makes demands that exceed what is considered a reasonable burden; or when it is found that the Guest has engaged in similar acts at this facility or at other hotels in the past.
- (12) When the provisions of Article 4 of the Kyoto Prefecture Ordinance concerning the enforcement of the "Ryokan" Business Law and applicable.
- (13) Shall be subject to the other provisions regarding refusal of accommodation contracts.

## **Explanation of Cancellation of Accommodation**

### **Contract**

Article 7-2. In the event that the Hotel cancels the accommodation contract in accordance with the preceding article, the Guest may request an explanation of the reasons for such cancellation.

### **Guest Registration**

Article 8: On the day of check-in, the Guest shall be required to register the following information at the front desk of the Hotel.

- (1) Name, age, sex, address, contact information of the Guest(s).
- (2) In the case of foreign nationals who do not have a residence in Japan, nationality and passport number (copy of passport).
- (3) Date and time of departure.
- (4) Any other information deemed necessary by the Hotel.
- 2. In the event the Guest intends to pay for the charges described in Article 12 using a credit card, coupon, traveler's check or instrument other than Japanese currency, the Guest shall notify the Hotel of such beforehand, at the time of registration described in the preceding paragraph.
- 3. In the case of foreign nationals, a copy of their passport (or residence card) shall be taken for the purpose of identity verification.

### **Occupancy Hours of Guest Rooms**

Article 9. The Guest may use the room from 3:00pm to 10:00am the following morning. However, in cases of continuous accommodation, the Guest may use the room throughout, save for the day of arrival and departure.

- 2. Notwithstanding the provisions described in the preceding paragraph, the Hotel may allow the Guest to use the room outside of the times stipulated therein. In this case, the following additional charges will apply.
- (1) Up to 3hours : 30% of the room charge.
- (2) Up to 6hours : 50% of the room charge.
- (3) More than 6hours : 100% of the room charge.

### **Compliance with the House Rules**

Article 10. The Guest shall comply with the Terms and Conditions for Accommodation and the house rules established by the Facility, including those displayed within the premises (such as guidance and notices posted throughout the hotel).

2. In addition to the provisions of the preceding paragraph, guests must follow any instructions deemed appropriate by the facility from the perspective of safety and hygiene. If a guest fails to comply with such instructions without legitimate reason, the facility may refuse accommodation or terminate the accommodation contract in accordance with the provisions of Articles 5 and 7, and the guest may be required to vacate the premises.

3. If a guest fails to follow the facility's instructions based on Article 1 or the preceding paragraph without legitimate reason, the facility may refuse accommodation or terminate the accommodation contract in accordance with the provisions of Articles 5 and 7, and the guest may be required to vacate the premises.

### **Business Hours**

Article 11. The business hours of the Hotel's main facilities are as stated below. Details regarding the business hours of other facilities are described in pamphlets, postings, and at each location, service directories in each room, etc.

- (1) Front desk
  - A. Closing time : 11:00pm
  - B. Front Desk : open hour 7:00am~11:00pm
- (2) Restaurant
  - A. Breakfast : 7:00am~10:00am
  - B. Lunch : 11:30am~2:00pm
  - C. Dinner : 5:30pm~8:30pm
- (3) Auxiliary facility
  - A. Cafe : 8:30am~6:00pm
  - B. Shop : 8:30am~7:30pm
  - C. Bath house : 3:00pm~11:00pm  
6:00am~9:00am
- 2. The hours stated in the preceding paragraph may be changed temporarily in the case of unavoidable events. Guests will be informed of such changes through appropriate means.

## **Payment of Charges**

Article 12. The breakdown and method of calculation of the accommodation charges, etc. to be paid by the Guest are as described in attached Table 1.

2. The accommodation charges, etc. stipulated in the preceding paragraph shall be paid by the Guest at the front desk upon his or her departure or when the Hotel requests payment. Payment shall be made in Japanese currency or with a traveler's check, coupon, credit card, etc. that has been approved by the hotel, or by other appropriate means.
3. Accommodation charges shall be paid even if the Guest does not use the room provided by the hotel for his or her usage.

## **Liabilities of the Hotel**

Article 13. The Hotel shall compensate the Guest for damages in the event the fulfillment or nonfulfillment of the Accommodation Contract or related contact(s) result in damages for the Guest. However, this shall not apply to damages stemming from reason for which the hotel is not liable.

2. The Hotel has received a "Pass" certification from the fire department. The Hotel is covered by a hotel liability insurance policy, which covers fires and natural disasters

## **Handling when the Hotel is unable to provide a room**

Article 14. In the event the Hotel is unable to provide the room contracted for to the Guest, it shall, with the Guest's consent, act as a mediator and exert every effort to find an accommodation with identical conditions elsewhere for the Guest.

2. When the Hotel cannot arrange a room elsewhere, notwithstanding that specified in the preceding paragraph, the Hotel shall pay the guest compensation corresponding to the amount of the breach of contract fee and compensation shall be applied to the amount for damages. However, when the Hotel cannot provide a room due to causes for which it is not liable, no compensation will be paid.

## **Handling of Deposit Articles**

Article 15. With regard to valuables and cash deposited at the front desk by the guest, the hotel will compensate the guest for any breakage, loss or damage incurred. However, this does not apply if the reason is not attributable to our hotel.

2. With regard to articles, cash and valuables brought into the hotel by guests which are not deposited at the front desk, the hotel will provide compensation when the breakage, loss, damage or such occurs as a result of negligence or intent on the part of the hotel. However, with regard to cases in which the guest failed to inform the hotel beforehand of the type and value of the articles deposited, the compensation from the hotel for the loss or damages shall be limited to a maximum of 150,000yen, save for cases in which there has been gross negligence or intent on the part of the hotel.

## **Storage of Baggage and Belongings of the Guest**

Article 16. When the Guest's baggage arrives at the Hotel prior to the Guest's arrival, it shall be stored only in the case in which the Hotel has accepted the request for its storage and the baggage shall be given to the Guest at the front desk upon his or her arrival.

2. When a Guest's belongings or baggage is found after the Guest checks out and the owner has been determined to be the Guest, the Hotel will contact the owner and ask for further instructions. However, in the absence of instructions from the owner or in cases in which the owner cannot be determined, the Hotel shall store the item(s) for 7days, including the day of discovery of the same, after which the item(s) shall be turned over to the nearest police station.
3. The Hotel's liability with regard to the Guest's Belongings or baggage described in the preceding two paragraphs shall be assumed in accordance with that described in Paragraph 1 of the preceding Article in the case of Paragraph 1 and in accordance with Paragraph 2 of the same article in the case of the preceding paragraph.

## **Internet communication**

Article 17. The use of internet communication within the facility shall be carried out at the guest's own responsibility.

2. The service may be interrupted or terminated without prior notice due to system failures or other reasons.
3. If the service is interrupted due to system failures or other reasons during the use of internet communication, and as a result, the guest incurs any damages, the facility shall not be held responsible if such damages are not caused by the facility's own fault.
4. If actions deemed inappropriate by our facility in the use of internet communications are likely to cause or actually cause damage to our facility or third parties, we may demand the suspension of the service usage, and you will be required to compensate for any resulting damages.

## **Liability with regard to parking**

Article 18. In the case where the Guest uses the Parking lot affiliated with the Hotel, regardless of whether or not the vehicle keys are deposited, the Hotel is not responsible.

## **Liability of the Guest**

Article 19. When the Guest intentionally or negligently damages the Hotel, the Guest shall compensate the Hotel for the damage.

## **Regarding Smoking**

Article 20. Smoking is strictly prohibited throughout the entire facility, and therefore no smoking areas are provided. Please refrain from smoking—including the use of electronic cigarettes and heated tobacco products—in guest rooms or anywhere else inside the facility.

2. If you wish to smoke, please use one of the designated smoking areas:
  - Smoking area next to the main entrance on the 1st floor
  - Smoking area at the entrance on the B1 floor
3. If smoking or cigarette butts are found in guest rooms or elsewhere inside the facility, a cleaning fee and a room damage compensation fee of 100,000 yen will be charged.

## **Privacy policy**

Article 21. Based on the Hotel's privacy policy, all information given by the individuals will be treated appropriately.

Attachment Table 1.

Breakdown of Accommodation Charges, etc.

(Cf. Article 2, Paragraph 1 and Article 12, Paragraph 1)

		Description
Total amount to be paid by the Guest	Accommodation Charge	①Basic Accommodation Charge (Room Charge)
	Additional Charge	②Food and Drink Charge ③Other usage Charge
	Tax	④Consumption Tax ⑤Accommodation Tax

Attachment Table 2

Breach of Contract Charges

(Cf. Article 6, Paragraph 2)

Cancellation Received No. of Guests Canceling		No Show	Day of Accommodation	Day Prior to Accommodation	9 Days Prior to Accommodation	20Days Prior to Accommodation
General	1 to 14	100%	80%	20%		
Group	15 to 49	100%	80%	20%	10%	
	50 or more	100%	100%	80%	20%	10%

Note 1. The percentages indicate the breach of contract rate applied to the Basic Accommodation Charges.

2. The Guest shall pay a breach of contract charge of a single day's (initial day's) worth of charges in the case where the number of days contracted for is reduced regardless of the number of days reduced.
3. In the case of the cancellation of Party of a Group (15 or more persons),, the cancellation charges equivalent to 10% of the number of persons (fractional amounts calculated as a whole number) booked as of 10 days prior to the accommodation (when notifications are received later than 10 days prior, the day on which the notification was received) shall not be charged.

# ■ Regulation

To ensure your safety and comfort, and in accordance with Article 10 the Hotel Law, We have established the following rules with which we hope you will co-operate, As is stipulated under Article 7 of the Hotel Law, guests may be held responsible for the results, of their action or may be asked to leave if they break these rules.

## **Fire Safety**

1. Appliances such as portable heaters or stoves are may prohibited within the Hotel.
2. Smoke in bed or any other place, where there is fire hazard is prohibited.
3. Please avoid any action which might cause an accidental fire.

## **Room Security**

1. When you leave your room, please check the door to see that it is locked properly.
2. When you are in your room, please make sure the door is locked, and the door guard is in place. Please be particularly careful of this before you go to sleep. Should a visitor knock on your door, please ascertain who is there before opening. If you are bothered in any way, or worried about someone who is at the door, please dial 9 for assistance.
3. Please avoid bringing visitors to your room.

## **Valuable and items Deposited with the Hotel**

1. During your stay, please check money or valuables with the Front Desk. The Hotel will not always be held responsible for theft or loss of money or valuables not deposited with the Front Desk.
2. Items left behind in the Hotel will be dealt with according to the law.

## **Payment of Bills**

1. When you wish to sign for the bill in a restaurant or tea-room in the Hotel, please show your room key.
2. A deposit may be required at the time you check into the Hotel.
3. Please pay your bill at least every seven days. The Hotel may request earlier payment.
4. If you decide to extend your stay, please pay all bills due.

## **Prohibited Behavior**

1. The following items are prohibited in the Hotel:
  - a) animals or birds
  - b) items with a strong, offensive odour
  - c) ignitable or inflammable material
  - d) material of great bulk
  - e) any item prohibited by law
2. Gambling or other immoral behavior is prohibited in the Hotel. Anything, which might bother other guests, such as singing or talking loudly is also against the rules.
3. Activities such as the distributing of advertising materials among other guests without permission are prohibited. Likewise, hotel guests are prohibited from using their rooms as offices or for other business activities.
4. No equipment in the Hotel may be moved from its proper location or used for a purpose other than that for which it was intended.
5. It is prohibited to make any change in the Hotel's existing conditions by installing any other object or processing the structures and accommodations.
6. It is prohibited to put any object near the windows in such a way that the exterior appearance of the hotel might be spoiled.
7. Throwing any object from the window, is not allowed.
8. it is prohibited to have food or beverages delivered from outside the Hotel.
9. Slippers and yukata (kimono gown) should not be worn outside of Hotel .

## ■ Notice

The Chion-in Wajun-kaikan wishes to thank you for your patronage and hopes that you have an enjoyable stay. At this time, we refer you to information concerning our Emergency Fire And Earthquake Safety Precaution Measures. This Hotel Staff also supports its own fire fighting team which carries out a routine fire drill every month for the safety and welfare of our guests.

### **List of Fire Safety Measures, Equipment and Precautions:**

1. Automatic sensor system, the installation of both smoke and heat detectors.
2. Sprinkler system, installation has been made on each floor of the Hotel.
3. Fire hydrants and hoses ..... each floor has been equipped with its own fire fighting equipment.
4. Fire extinguishers, have been placed on each floor.
5. Emergency Lighting System ..... to illuminate each room, the corridor and emergency stairway in case of loss of power.
6. Smoke ducts are installed on each floor.
7. Emergency alarm, bells, sirens and P.A. system will be used to alert all our Guests of any emergency.
8. Fire protective system encloses the corridor and each room separately through fire walls and fire doors.
9. Fire proof materials ..... the carpets, curtains, wall cloth and ceiling cloth and made of non-flammable fabrics.

### **In Case of Fire**

1. Please contact the Front Desk. (Dial 9)
2. The sprinkler system and smoke ducts will start to operate immediately. We request our Guests to stay calm and follow instruction for evacuation.
3. All occupants will be notified through our emergency alarm system. Please follow instructions from our P.A. system and staff for evacuation and using the emergency exit.
4. Please carry a Wet Towel to cover your nose and mouth to avoid breathing in any smoke and walk in a crouching style against the wall towards the nearest emergency exit.
5. It is requested that you carry your room key with you and close the door to your room to prevent the fire from spreading.
6. The elevator is not to be used during an emergency evacuation.

### **Protective Measures**

1. It is requested that you familiarize yourself with the emergency floor diagram on the back side of your room door and also make sure you know the location of the emergency flashlight.
2. No smoking in bed.
3. Do not cover the lamp shade with any wet items for drying.
4. The use of electric appliances (cooking, ironing, heating, & etc.) in the rooms is prohibited.