

# Terms and Conditions for Accommodation Contracts

## **Article 1. SCOPE OF APPLICATION**

- 1.1 Contracts for Accommodation and related agreements to be entered into between Kyoto kiyomizu machiya "NAGOMI" (hereinafter referred to as "NAGOMI") and the guest (hereinafter referred to as "the Guest") to be accommodated shall be subject to these Teams and Conditions. Any particulars not provided for herein shall be governed by applicable laws and regulations and/or generally accepted practices.
- 1.2 In the case when NAGOMI has entered into a special contract with the Guest, insofar as such special contract does not violate laws and regulations and/or generally accepted practices, notwithstanding the preceding paragraph, the special contract shall take precedence over the provisions of these Teams and Conditions.

## **Article 2. APPLICATION FOR ACCOMMODATION CONTRACTS**

- 2.1 A Guest who intends to make an application for an Accommodation Contract with NAGOMI shall notify NAGOMI 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 NAGOMI.
- 2.2 In the case when the Guest requests, during his/her stay, an extension of accommodation beyond the date(s) in subparagraph (2) of the preceding paragraph, it shall be regarded as an application for a new Accommodation Contract at the time such a request is made.

## **Article3. CONCLUSION OF ACCOMMODATION CONTRACTS, etc.**

- 3.1 Contract for Accommodation shall be deemed to have been concluded when NAGOMI has duly accepted the application as stipulated in the preceding Article. However, the same shall not apply when it has been proved that NAGOMI has not accepted the application.
- 3.2 When a Contract for Accommodation has been concluded in accordance with the provisions of the preceding paragraph, the Guest is required to pay an accommodation deposit fixed by NAGOMI 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 NAGOMI.
- 3.3 The deposit shall be used firstly for the Total Accommodation Charges to be paid by the Guest, then secondly for the cancellation charges under Article 6, and thirdly for the reparations under Article 17 as applicable, and the remainder, if any, shall be refunded at the time of payment of the Accommodation Charges as stated in Article2.
- 3.4 If the Guest fails to pay the deposit by the date stipulated in Paragraph 3.2, NAGOMI shall treat the Accommodation Contract as invalid. However, the same shall apply only in the case where the Guest is thus informed by NAGOMI when the period of payment of the deposit is specified .

## **Article4. SPECIAL CONTRACTS REQUIRING NO ACCOMMODATION DEPOSIT**

- 4.1 Notwithstanding the Provisions of Paragraph 2 of the preceding Article, NAGOMI may enter into a special contract requiring no accommodation deposit after the Contract has been concluded as stipulated in the same paragraph.
- 4.2 In the case when NAGOMI has not requested the payment of a deposit as stipulated in Paragraph 3.2 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 that NAGOMI has accepted a special contract prescribed in the preceding Paragraph.

## **Article5. REFUSAL OF ACCOMMODATION CONTRACTS**

- 5.1 NAGOMI 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 Teams and Conditions;
  - (2) When NAGOMI is fully booked and no room is available .
  - (3) When the Guest(s) seeking accommodation is deemed liable to conduct himself/herself in a manner that will contravene the law or act against the public order or good morals in regard to his/her accommodation;
  - (4) When the Guest seeking accommodation can be clearly detected to be carrying an infectious disease;
  - (5) When NAGOMI is requested to assume an unreasonable burden in regard to Guest's accommodation;
  - (6) When NAGOMI is unable to provide accommodation due to natural calamities, malfunction of the facilities and/or other unavoidable causes;
  - (7) When a person requesting accommodation in NAGOMI is obviously intoxicated and could cause annoyance to other guests or when a person is behaving in such a manner as to be annoyance to other guests (Based on the provisions of Article5 of the Enforcement Ordinance for the Kyoto Prefectural Hotel Business Law);
  - (8) When the guest seeking accommodation is an organized crime syndicate ("Boryokudan"), a member of an organized crime syndicate (" Boryokudan-in"), a person associated with an organized crime syndicate, or any type of unlawful group.
  - (9) When the guest seeking accommodation is a corporate customer, of which a board member is deemed a Boryokudan-in, or a company or an organization, which is directly or indirectly managed by Boryokudan or Boryokudan-in
  - (10) When the guest seeking accommodation threatens violence, uses threats, extortion or makes an unreasonable or coercive request to NAGOMI or employees. Or when the guest seeking accommodation makes an unreasonable request which is deemed significantly unfair or when he /she is deemed a person who has previously acted in such a manner

## **Article6. RIGHT TO CANCEL ACCOMMODATION CONTRACTS BY THE GUEST**

- 6.1 The Guest is entitled to cancel the Accommodation Contract by notifying NAGOMI.
- 6.2 In the case when the Guest has canceled the Accommodation Contract in whole or in part due to causes for which the Guest is liable (except in the case when NAGOMI has requested payment of the deposit during the specified period as prescribed in paragraph 3.2 and the Guest has canceled before the 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 4.1 has been concluded, the same shall apply only when the Guest is informed of the obligation of the payment the cancellation charges in case of cancellation by the Guest.
- 6.3 In the case when the Guest does not appear by 8 p.m. on the accommodation date (or 2 hours after the expected time of arrival if NAGOMI has been notified) without advance notice, NAGOMI may regard the Accommodation Contract as being canceled by the Guest .

## **Article7. RIGHT TO CANCEL ACCOMMODATION CONTRACTS BY NAGOMI**

- 7.1 NAGOMI may cancel the Accommodation Contract under any of the following circumstances:
  - (1) When the Guest is deemed liable to conduct and/or has conducted himself/herself in a manner that will contravene the law

- or act against the public order and good morals in regard to his/her accommodation;
  - (2) When the Guest can be clearly detected to be carrying an infectious disease;
  - (3) When NAGOMI is requested to assume an unreasonable burden in regard to Guest's accommodation;
  - (4) When NAGOMI is unable to provide accommodation due to natural calamities and/or other causes of force majeure;
  - (5) When a person requesting accommodation in NAGOMI is obviously intoxicated and could cause annoyance to other guests or when a person is behaving in such a manner as to be annoyance to other guests (Based on the provisions of Article5 of the Enforcement Ordinance for the Kyoto Prefectural Hotel Business Law);
  - (6) When the Guest does not observe prohibited actions such as smoking, mischief to the fire-fighting facilities and other prohibitions of the House Regulations stipulated by NAGOMI (restricted to particulars deemed necessary in order to avoid causing of fires).
  - (7) When the Guest is an organized crime syndicate (hereinafter called "Boryokudan"), a member of an organized crime syndicate (hereinafter called "Boryokudan-In"), a person associated with an organized crime syndicate, or any type of an unlawful group.
  - (8) When the guest is a corporate customer, of which a board member is deemed a Boryokudan-in, or a company or an organization, which is directly or indirectly managed by Boryokudan or Boryokudan-in.
  - (9) When the guest seeking accommodation threatens violence, uses threats, extortion or makes an unreasonable or coercive request to NAGOMI or employees. Or when the guest seeking accommodation makes an unreasonable request which is deemed significantly unfair or when he /she is deemed a person who has previously acted in such a manner
- 7.2 In the case when NAGOMI has canceled the Accommodation Contract in accordance with the preceding paragraph, NAGOMI shall not be entitled to charge the Guest for any of the services which he/she has not received.

#### **Article8. REGISTRATION**

The Guest shall register the following particulars at NAGOMI 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 (except Japanese national);
- (3) Date and estimated time of departure; and
- (4) Other particulars deemed necessary by NAGOMI.

#### **Article9. OCCUPANCY HOURS OF GUEST ROOMS**

- 9.1 The Guest is entitled to occupy the contracted guest room of NAGOMI from 3:00 p.m. to 10:00 a.m. on the next day. However in the case when the Guest is accommodated continuously, the Guest may occupy it all day long, except for the days of arrival and departure.
- 9.2 The Guest shall not occupy the guest room beyond the time prescribed in the paragraph 9.1 without NAGOMI's permission.
- 9.3 In the case when the Guest is accommodated continuously for more than 2 days, the Guest may occupy the room all day long, except for the days of arrival and departure. However, cleaning staff will enter the rooms between 10:00 a.m. and 3:00 p.m. for daily cleaning.

#### **Article10. OBSERVANCE OF THE REGULATIONS**

The Guest shall observe the House Regulations established by NAGOMI, which are posted within the premises of NAGOMI

#### **Article11. PAYMENT OF ACCOMMODATION CHARGES**

- 11.1 The breakdown and method of calculation of the Accommodation Charges, etc. that the Guest shall pay is as listed in the Attached Table NO.1 .
- 11.2 Accommodation Charges shall be paid even if the Guest voluntarily does not to utilize the accommodation facilities once such facilities have been made available to him/her by NAGOMI.

#### **Article12. LIABILITIES OF NAGOMI**

NAGOMI shall compensate the Guest for damage if NAGOMI 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 when such damage is due to reasons for which NAGOMI is not liable.

#### **Article13. HANDLING WHEN UNABLE TO PROVIDE CONTRACTED ROOMS**

- 13.1 NAGOMI shall, when unable to provide contracted room(s), arrange accommodation of the same standard elsewhere for the Guest insofar as practicable with the consent of the Guest.
- 13.2 When arrangement of other accommodation cannot be made notwithstanding the provisions of the preceding paragraph, NAGOMI shall pay the Guest a compensation fee equivalent to the cancellation charges and the compensation fee shall be applied to the reparations. However, when NAGOMI cannot provide accommodation due to reasons for which NAGOMI is not liable, NAGOMI shall not pay the compensation fee to the Guest.

#### **Article14. HANDLING OF DEPOSITED ARTICLES**

- 14.1 NAGOMI does not handle or keep deposited articles
- 14.2 NAGOMI shall not be liable for the loss or destruction of the possessions of Guests, including cash and other valuables, unless there is willful or gross negligence by NAGOMI.

#### **Article15. CUSTODY OF BAGGAGE AND/OR BELONGINGS OF THE GUEST**

- 15.1 NAGOMI shall not be liable to accept and keep the Guest's baggage and belongings prior to arrival.
- 15.2 When the baggage or belongings of the Guest are found left behind after his/her check-out, and the ownership of the article is confirmed, NAGOMI shall inform the owner of the article left and ask for further instructions. When no instructions are given to NAGOMI by the owner or when ownership is not confirmed, NAGOMI shall keep the article for 7 days including the day it is found, and after this period, NAGOMI shall deal with the article in accordance with the Lost Goods Act.

#### **Article16. LIABILITY IN REGARDS TO PARKING**

NAGOMI does not have the parking space for the Guests.

#### **Article17. LIABILITY OF THE GUEST**

The Guest shall compensate NAGOMI for damage caused through intent or negligence on the part of the Guest.

#### **Article18. GOVERNING LANGUAGE**

These terms are provided in both Japanese and English. In case of a discrepancy or difference between the Japanese and English, the Japanese version will take precedence in all case.

**Article 19. JURISDICTION AND APPLICABLE LAW**

Litigation arising from the Terms & Conditions for Accommodation Contract will be resolved in the courts in the jurisdiction over the location of the head office of the company that manages and operates NAGOMI and in accordance with Japanese Law.

Attached Table No.1: Calculation Method for Accommodation Charges  
(Ref. Paragraph 2.1, Paragraph 3.2, and Paragraph 12.1.)

		B r e a k d o w n	T a x
Total amount to be paid by the Guest	Accommodation Charges	① Basic Accommodation Charge (Room charge / Room charge + meals)	④ Consumption Tax etc. $(①+②) \times 8\%$
		② Service Charge $(① \times 10\%)$	
		③ Consumption Tax	

Attached Table No. 2: Cancellation Charges. (Ref. Paragraph 6.2)

Remarks:

1. The percentage signifies the rate of cancellation charge to the Basic Accommodation Charges.
2. In the case when the number of contracted days is shortened, cancellation charges for the first day shall be paid by the Guest regardless of the number of days shortened.

Date when Cancellation of Contract is Notified	No Show	Accommodation Day	1 Day Prior to Accommodation Day	7 Day Prior to Accommodation Day	21 Day Prior to Accommodation Day
	Cancellation Charge	100%	100%	100%	50%