

H A C H I K A N I N N

Terms and Conditions for Accommodation

Article 1 (Scope of Application)

1. Accommodation contracts and related agreements concluded between this hotel and the guest shall be governed by the provisions of these Terms and Conditions as well as the Rules of Use, which form an integral part of these Terms and Conditions. Matters not stipulated herein shall be governed by applicable laws and regulations, or by generally accepted customs.
2. Notwithstanding the provisions of the preceding paragraph, if the hotel agrees to a special arrangement that does not violate laws, regulations, or customs, such special arrangement shall take precedence.

Article 2 (Application for Accommodation Contract)

1. A person who intends to apply for an accommodation contract (reservation) with the hotel shall provide the following information:
 - (1) Name of the guest
 - (2) Date of stay and estimated time of arrival
 - (3) Contact information of the guest
 - (4) Any other information deemed necessary by the hotel
2. If any changes occur to the information provided in accordance with the preceding paragraph, the guest shall promptly notify the hotel of the updated details.
3. If the guest requests to extend their stay beyond the original date specified in item (2) of paragraph 1 during their accommodation, the hotel shall treat such a request as a new application for an accommodation contract at the time the request is made.

Article 3 (Conclusion of the Accommodation Contract, etc.)

1. The accommodation contract shall be deemed concluded when the hotel accepts the application referred to in the preceding article.
2. Upon the conclusion of the accommodation contract under the preceding paragraph, the guest shall pay the total accommodation charges for the entire period of stay prior to the commencement of the stay or by the date designated by the hotel.
3. If the guest requests to extend their stay beyond the original date specified in item (2) of paragraph 1 during their accommodation, the hotel shall treat such a request as a new application for an accommodation contract at the time the request is made.

Article 4 (Request for Cooperation with Infection Prevention Measures at the Facility)

1. Notwithstanding the provisions of Paragraph 2 of the preceding article, the hotel may, upon agreement,

waive the requirement for the advance payment of the deposit after the conclusion of the accommodation contract.

2. If the hotel does not request the payment of the deposit as stipulated in Paragraph 2 of the preceding article, or does not specify a payment due date for such deposit, it shall be deemed that the hotel has agreed to the special arrangement mentioned in the preceding paragraph.

Article 4-2 (Request for Cooperation under the Hotel Business Act)

The hotel may request guests to cooperate with infection prevention measures in accordance with the provisions of Article 4-2, Paragraph 1 of the Hotel Business Act (Act No. 138 of 1948).

Article 5 (Right to Refuse Conclusion of an Accommodation Contract)

1. The hotel may refuse to conclude an accommodation contract in any of the following cases:
 - (1) When the application for accommodation does not comply with these Terms and Conditions.
 - (2) When no rooms are available due to full occupancy.
 - (3) When, due to a disaster or other emergency, the hotel is reasonably expected to prioritize offering rooms to disaster victims or recovery personnel.
 - (4) When the guest is a member or associated party of an organized crime group, as defined by the Act on Prevention of Unjust Acts by Organized Crime Group Members and related prefectural ordinances.
 - (5) When the guest is likely to engage in acts contrary to laws, public order, or good morals.
 - (6) When the guest is clearly suffering from a contagious disease.
 - (7) When the guest requests services or burdens beyond what is socially acceptable.
 - (8) When the hotel is unable to accommodate the guest due to natural disaster, facility malfunction, or other unavoidable reasons.
 - (9) When the guest is likely to cause disturbance to other guests or hinder the operation of the hotel, or has previously caused such disturbance through words or actions toward other guests or hotel staff.
 - (10) When the guest is evidently in a state of mental or physical health disorder.
 - (11) When minors wish to stay without the permission of a parent or guardian.
 - (12) When the purpose of the stay is to transfer the accommodation right to another person.
 - (13) When the guest has applied for accommodation without any genuine intention to stay.
 - (14) When other grounds exist as stipulated by applicable laws, ordinances of Kyoto Prefecture, or similar regulations that permit the refusal of accommodation.
2. A person who is refused accommodation under the preceding paragraph may request the hotel to explain the reason for such refusal.

Article 6 (Right of the Guest to Cancel the Contract)

1. The guest may cancel the accommodation contract by notifying the hotel.

2. If the guest cancels all or part of the accommodation contract in accordance with the preceding paragraph, a cancellation fee shall be charged as specified in Appendix Table 2.
3. If the guest fails to arrive by the scheduled time on the day of the stay without prior notice, the hotel may treat the accommodation contract as canceled by the guest.

Article 7 (Right of the Hotel to Cancel the Contract)

1. The hotel may cancel the accommodation contract in any of the following cases:
 - (1) When the guest is a member or related party of an organized crime group or other antisocial force as defined by the Act on Prevention of Unjust Acts by Organized Crime Group Members and relevant Kyoto Prefecture ordinances.
 - (2) When the guest engages in, or is likely to engage in, acts such as violence, threats, extortion, unreasonable demands, gambling, possession or use of unauthorized drugs, firearms, blades, or similar items, interference with operations, or any other acts that violate laws or public morals within the hotel premises.
 - (3) When it is evident that the guest is suffering from a contagious disease.
 - (4) When the guest demands services or imposes burdens that exceed a reasonable range.
 - (5) When accommodation becomes impossible due to natural disasters, facility malfunctions, or other unavoidable circumstances.
 - (6) When the guest smokes in prohibited areas, tampers with fire prevention equipment, or otherwise engages in acts that hinder fire safety within or near the hotel.
 - (7) When the guest transfers or attempts to transfer the right to stay to another party.
 - (8) When payment of accommodation charges cannot be confirmed.
 - (9) When the guest violates these Terms and Conditions or the Rules of Use established by the hotel.
 - (10) When any other circumstances arise under which refusal of accommodation is permitted by laws or ordinances such as those of Kyoto Prefecture.
2. Notification of cancellation under the preceding paragraph shall be made either orally or via telephone, email, or written communication to the contact information provided by the guest in accordance with Article 2. If such notification cannot be delivered, the provisions of Article 3, Paragraph 3 shall apply, and the hotel may treat the contract as having lost its validity. Furthermore, such notice shall be deemed delivered after the ordinary period for delivery has elapsed.
3. If the accommodation contract becomes invalid under the preceding paragraphs (except in the cases of items (3) and (5) of Paragraph 1), any prepaid accommodation fees shall not be refunded. If no payment has been made, the equivalent amount of the accommodation fee shall be charged as a cancellation fee.

Article 8 (Guest Registration)

On the day of check-in, guests shall register the following information at the front desk of the hotel, in

accordance with Article 6 of the Hotel Business Act, Article 4-2 of the Enforcement Regulations of the same Act, and the relevant ordinances established by Kyoto Prefecture:

- (1) Name, age, gender, address, and occupation of the guest
- (2) For foreign nationals: nationality, passport number, place of entry into Japan, and date of entry
- (3) Date and estimated time of departure
- (4) Place of stay prior to arrival and destination after departure
- (5) Any other information deemed necessary by the hotel

Article 9 (Use of Guest Rooms)

1. The guest may use the assigned room from the check-in time to the check-out time as designated by the hotel. However, in the case of consecutive nights of stay, the guest may use the room throughout the day, excluding the day of arrival and the day of departure.
2. Notwithstanding the provisions of the preceding paragraph, the hotel may allow use of the guest room outside the designated hours (hereinafter referred to as “extended use”) on the condition that an additional fee is paid.

Article 10 (Compliance with Rules of Use)

1. Guests shall comply with the hotel's Rules of Use while on the hotel premises.
2. In addition to the Terms and Conditions and the Rules of Use, guests are also required to follow instructions deemed appropriate by the hotel based on current social circumstances during their stay, especially from the perspective of safety and hygiene. Furthermore, the hotel may issue instructions regarding the use or manner of using facilities to ensure a comfortable stay for all guests, and guests shall comply with such instructions as well.

If a guest refuses to follow such instructions without just cause, the hotel may refuse accommodation or cancel the accommodation contract in accordance with Articles 4 and 6, and request the guest to leave the premises.

Article 11 (Business Hours)

1. The operating hours of various facilities within the hotel shall be posted on the official website, displayed within the premises, or provided in the in-room information booklets.
2. The operating hours of the aforementioned facilities may be temporarily changed due to unavoidable circumstances. In such cases, the hotel will provide appropriate notice.

Article 12 (Payment of Charges)

1. The breakdown of accommodation charges and other fees payable by the guest shall be as specified in Appendix Table 1.
2. Payment of the aforementioned charges shall be made in Japanese yen, by traveler's checks, accommodation vouchers, credit cards, or other payment methods approved by the hotel. Payment shall be made at the front desk or at another location designated by the hotel, either upon the guest's arrival, upon the hotel's request, or by the specified payment deadline.

Article 13 (When the Hotel Cannot Provide the Contracted Room)

1. If the hotel is unable to provide the contracted guest room, it shall, to the extent possible, arrange alternative accommodation under the same or similar conditions.
2. If the hotel is unable to arrange alternative accommodation as set forth in the preceding paragraph, the hotel may cancel the accommodation contract. In such a case, the notice of cancellation shall be made in accordance with the provisions of Article 6, Paragraph 2.

Furthermore, if the inability to provide the guest room is due to reasons attributable to the hotel, the hotel shall pay compensation to the guest, except in cases of willful misconduct or gross negligence, and such compensation shall be considered full satisfaction of any claims for damages.

Article 14 (Handling of Deposited Items)

1. In the event of loss, damage, or other harm to items, cash, or valuables deposited by the guest at the front desk, the hotel shall compensate for the damage, except where such damage is caused by force majeure. However, if the hotel has requested the guest to declare the type and value of the cash or valuables and the guest has failed to do so, the hotel shall not be liable for such damage.
2. In the case of loss, damage, or other harm to items, cash, or valuables brought into the hotel by the guest but not deposited at the front desk, the hotel shall compensate only if such damage was caused by the hotel's intent or negligence. However, unless the guest has declared the type and value of such items in advance, the hotel shall not be liable for any damage unless the hotel has acted with willful misconduct or gross negligence.

Article 15 (Storage of Guest's Luggage or Belongings)

1. If a guest's luggage arrives at the hotel prior to their check-in, the hotel shall store it responsibly only if it has agreed to do so in advance, and the luggage shall be handed over to the guest upon check-in at the front desk.
2. If a guest's luggage or personal belongings are found left behind after check-out, and the owner is identifiable, the hotel shall contact the owner and follow their instructions. If no instructions are provided, or if the owner is unknown, the items shall be kept for 7 days including the date of discovery, after which they will be reported and handed over to the nearest police station.
3. The hotel's responsibility for the safekeeping of luggage and personal belongings under the two preceding paragraphs

shall conform to the provisions of Article 14, Paragraph 1 for Paragraph 1 cases, and Paragraph 2 of the same article for Paragraph 2 cases.

Article 16 (Liability of the Hotel)

Notwithstanding any limitation of liability provisions set forth in these Terms and Conditions, in the event that the hotel causes damage to the guest due to non-performance of the accommodation contract or any related agreements, or due to tortious acts, and the damage is covered under the hotel's liability insurance policy for innkeepers, the hotel shall compensate such damage up to the amount paid under the applicable insurance policy, except in cases of willful misconduct or gross negligence on the part of the hotel.

Article 17 (Liability of the Guest)

1. If the hotel incurs damages such as cleaning or repair costs, loss of business opportunities, or any other form of damage due to the guest's violation of these Terms and Conditions or the Rules of Use, or due to reasons attributable to the guest, the guest shall compensate the hotel for such damages.
2. If the guest causes damage to another guest due to reasons attributable to themselves, and the hotel compensates the affected party for the loss, the hotel reserves the right to seek reimbursement from the guest responsible for the amount paid in compensation.

Article 18 (Cleaning of Guest Rooms)

1. If the guest stays in the same room for two or more consecutive nights, the room will, in principle, be cleaned daily.
2. Notwithstanding the preceding paragraph, for consecutive stays of two or more nights in the same room, linen (such as sheets) shall, in principle, be changed once every three days. However, depending on the type of bedding and if deemed necessary by the hotel, cleaning and linen changes may be performed daily unless the guest explicitly declines such service.
3. Even if the guest declines room cleaning, the hotel shall clean the room at least once every three days in consideration of applicable laws and Kyoto Prefecture ordinances. Furthermore, the hotel may clean the room at any time if deemed necessary, and may also request that the guest change (relocate) rooms.
4. The guest may not refuse room cleaning or relocation as outlined in the preceding paragraph.

Article 19 (Jurisdiction and Governing Law)

1. Any disputes arising in relation to the accommodation contract between the guest and the hotel shall fall under the exclusive jurisdiction of the Kyoto District Court or the Kyoto Summary Court as the court of first instance.
2. The accommodation contract between the guest and the hotel shall be governed by and construed in accordance with the laws of Japan.
3. In the event that these Terms and Conditions are prepared in multiple languages and there are discrepancies, inconsistencies, or conflicts between versions, the Japanese language version shall take precedence.

Article 20 (Amendments to the Terms and Conditions)

These Terms and Conditions may be revised from time to time as necessary. In the event of any revision, the hotel shall publish the revised Terms and Conditions along with their effective date on the hotel's official website or within the guest rooms.

Appendix Table 1: Calculation of Accommodation Charges (Related to Article 11)

| Category | Breakdown | |
|-------------------|------------------|------------------------------------|
| Accommodation fee | Base room charge | Room charge and service fee |
| | Ancillary fees | e.g., meals, facility usage |
| | Tax | Consumption tax, accommodation tax |

(Note)

- (i) Room rates are based on the price list displayed within the hotel, in brochures, and on the official website.
- (ii) Co-sleeping in the same bed as an adult is only permitted for children aged 5 and under, and is limited to one child per bed.
- (iii) If a room with a capacity of two persons is used by one adult and one child aged 5 or older, the rate will be the same as for two adults.

Appendix Table 2: Cancellation Charges

| Number of Rooms Reserved | No Show | Same Day | 1 Day Prior | 2–3 Days Prior | 4–31 Days Prior |
|--------------------------|---------|----------|-------------|----------------|-----------------|
| Up to 2 rooms | 100% | 100% | 100% | 100% | — |
| 3 rooms or more | 100% | 100% | 100% | 100% | 80% |

(Note)

- (i) The percentages shown represent the proportion of the cancellation charge relative to the total accommodation fee.
- (ii) The “number of rooms” refers to the number of reserved rooms as notified to the hotel for the date(s) on which the guest(s) will not be staying. The terms “same day,” “1 day prior,” “2–3 days prior,” “4–31 days prior,” etc., refer to the number of days between the date the cancellation notice is given and the scheduled date(s) of the stay being canceled.
- (iii) If the guest cancels all or part of the accommodation contract, cancellation charges shall apply to each night canceled and for each person (or room) not staying, based on the number of days between the cancellation notice and the corresponding canceled date(s), as stipulated above.
- (iv) If the cancellation policy stipulated by a partner company results in a higher cancellation fee than that calculated under this policy, the higher amount shall be charged.
- (v) In addition to the above, the hotel may establish special provisions regarding cancellation charges depending on the content of the accommodation contract or other relevant conditions.

House Rules

To ensure the safety and comfort of our guests, and to uphold the public nature of our hotel, we have established the following rules as an integral part of the Terms and Conditions for Accommodation.

Violation of these rules may result in the termination of the accommodation contract in accordance with Article 6 of the Terms and Conditions.

1. Handling of Valuables

Please deposit any valuables at the front desk after declaring their type and value. However, we do not accept the following items for safekeeping:

- (1) Items or cash valued over 50,000 yen
- (2) Devices containing data storage (e.g., laptops, mobile phones, other IT devices)
- (3) Items containing personal information (e.g., customer lists)

2. Room Occupancy

Use of guest rooms by more persons than the number agreed upon in the accommodation contract is strictly prohibited. If unauthorized over-occupancy is discovered, the guest(s) will be required to vacate the premises immediately and pay additional charges for the excess use.

3. Prohibited Acts on Hotel Premises

The following actions are strictly prohibited:

- (1) Use of heating or cooking devices, pressing irons, or other electrical appliances not provided by the hotel
- (2) Smoking (including electronic cigarettes and heated tobacco products) in beds, areas prone to fire, or any place other than designated smoking areas
- (3) Loud singing, shouting, violent behavior, unpleasant odors, or any acts that cause discomfort or disturbance to others
- (4) Bringing the following items into the hotel:
 - Animals or birds (except for service animals such as guide dogs)
 - Drugs or narcotics prohibited by law
 - Explosives, flammable materials, or hazardous substances
 - Firearms, swords, or similar items without proper permits
 - Excessively large or heavy items
 - Items with offensive odors
 - Waste or items that may compromise room hygiene
 - Electrical appliances or cooking devices intended for use within the hotel
 - Any other items designated by the hotel as prohibited
- (5) Acts contrary to public order and morals

- (6) Distribution of leaflets, flyers, or promotional materials to other guests
 - (7) Unauthorized movement, modification, or use of hotel furnishings or facilities for unintended purposes
 - (8) Leaving personal belongings in areas outside the guest room
 - (9) Entering non-guest areas
 - (10) Ordering food or beverages from outside establishments not approved by the hotel
 - (11) Use of hair dye, bleach, or similar substances in the unit bath
 - (12) Burning incense or similar items in guest rooms
 - (13) Engaging in profit-making activities on the premises
 - (14) Aggressive behavior, stalking, unreasonable demands, or offering of gifts or money to hotel staff
 - (15) Any other actions that compromise the safety or hygiene of the hotel
4. Prohibited Acts within Guest Rooms
- (1) Use of the room for purposes other than lodging
 - (2) Entertaining non-registered visitors inside the guest room
 - (3) Posting photos, posters, or any items that damage the exterior appearance of the hotel on the windows

5. Loss of Room Key

If a guest loses their room key, they will be charged the full cost of replacing the lock system.

Supplementary Provisions

- 1. These Terms and Conditions and House Rules shall take effect from November 1, 2024 (hereinafter referred to as the "Effective Date").
- 2. In the event of any discrepancies between the Japanese version of the Terms and Conditions and versions created in other languages, the Japanese version shall prevail.