

Accommodation Terms
and Conditions

Accommodation Terms and Conditions

Applicability

Article 1

1. Any Accommodation Agreement or related contract concluded between the Hotel and a Guest shall be in accordance with the provisions stipulated in these Terms and Conditions. Any matters not stipulated herein shall be governed in accordance with established laws or generally accepted practices.
2. In the event that the Hotel accepts any special agreements that are not in violation of established laws or conventions, the special agreements shall take precedence over the provisions of the previous Paragraph.

Application for an Accommodation Agreement

Article 2

1. Anyone applying for an Accommodation Agreement with the Hotel must supply the following items to the Hotel.
 - (1) Guest name
 - (2) Accommodation dates and planned time of arrival
 - (3) Accommodation fee (generally according to the Accommodation Charges listed in Appendix 1)
 - (4) a. Applicant's name and contact information
b. Payer's name and contact information
 - (5) Other items the Hotel considers necessary
2. In the event that the Guest, during their stay, requests to continue their stay beyond the dates set forth in Item 2 of the preceding Paragraph, the Hotel shall handle this as a new application for an Accommodation Agreement at the time of the request.

Conclusion the Accommodation Agreement

Article 3

1. The Accommodation Agreement shall be concluded upon the Hotel's consent to the application as set forth in the preceding Article. However, this does not apply if the hotel can prove that it did not consent.
2. Upon conclusion of the Accommodation Agreement pursuant to the provisions of the preceding Paragraph, the Hotel must receive payment of the Deposit, defined as the Accommodation Charges for the period of the stay, as stipulated by the Hotel by the date designated by the Hotel.
3. The Deposit shall first be applied toward payment of the Accommodation Charges which the Guest must pay. In the event that the provisions of Article 6 or Article 18 become applicable, the Deposit shall be applied first toward penalties, then toward compensation. In the event that there is any remainder of the Deposit, then it shall be returned at the time of the settlement of fees as stipulated in Article 12.
4. In the event that the Deposit pursuant to Article 2 is not paid by the date designated by the Hotel as stipulated in the same Article, then the Accommodation Agreement shall lose its validity. However, this shall only hold true in the event that the Hotel notified the Guest of the date by which the Deposit must be paid.

Special Agreement Under which Payment of Application Fee is not required

Article 4

1. Notwithstanding the provisions of Paragraph 2 of the preceding Article, the Hotel may accept a special agreement under which payment of the Deposit after conclusion of the contract pursuant to the same Paragraph is not required.
2. Upon the Hotel's consent to the Accommodation Agreement application, in the event that the Hotel did not demand payment of the Deposit pursuant to Paragraph 2 of the preceding Article or did not designate a date by which the same Deposit must be paid, then the special agreement of the preceding Paragraph shall apply.

Denial of Accommodation Agreement

Article 5

1. The Hotel may not accept the conclusion of the Accommodation Agreement under any of the following cases:
 - (1) When an application for accommodation does not conform with the provisions of these Terms and Conditions;
 - (2) When the Hotel is fully booked and no Guest rooms are available;
 - (3) When the person seeking accommodation is deemed likely to behave in a way that will violate established laws, public order or morals in regard to a stay;
 - (4) When the person seeking accommodation is deemed to fall under any of the following a) to c):
 - a) An organized crime group as defined by Article 2, Item 2 of the Act to Prevent Wrongful Acts by Members of Organized Crime Group Members (Act No. 77 of 1991) (hereinafter, "Criminal Gang"), members of an organized criminal group as defined by Article 2, Item 6 of said act (hereinafter, "Gang Members"), associate members or affiliates of Criminal Gangs or other such antisocial groups
 - b) A corporation or other organization whose business activities are controlled by a Criminal Gang or Gang Members
 - c) A corporation whose executives include anyone determined to be a Gang Member
 - (5) When demands are made by violent means, or handling of unreasonable tasks is demanded in regard to an accommodation;
 - (6) When the person seeking accommodation can be clearly determined as carrying an infectious disease;
 - (7) When accommodation cannot be provided due to natural calamity, facility malfunction or other unavoidable causes;
 - (8) When the person seeking accommodation is deemed likely to cause considerable trouble to other Guests or Hotel staff due to intoxication. Or when the person seeking accommodation has caused considerable trouble to other Guests or Hotel staff through their words or actions; (according to the stipulations of Article 5 of the Okinawa Prefecture Hotel Business Law); or
 - (9) When the person seeking accommodation attempts to stay under an assumed name.

Right of Guests to Cancel Accommodation Agreements

Article 6

1. The Guest is entitled to cancel an Accommodation Agreement by so notifying the Hotel.
2. In the event that the Guest has canceled an Accommodation Agreement in whole or in part due to a causes attributable to the Guest (except in the case when the Hotel has requested the payment of a deposit during the designated period as prescribed in Paragraph 2 of Article 3 and the Guest has canceled the Accommodation Agreement before the payment), the Guest shall pay a penalty as listed in Appendix 2. However, in the event that a special agreement as prescribed in Paragraph 1 of Article 4 has been concluded, the same shall apply only when the Hotel informed the Guest of the obligation to pay cancellation charges in the case of cancellation by the Guest.
3. In the event that the Guest does not arrive by 9 p.m. on the date of accommodation (or when two hours have passed since the expected time of arrival if the Hotel has been notified of the expected time of arrival in advance) without advance notice, the Hotel may regard the Accommodation Agreement as being canceled by the Guest.

Right of Hotel to Cancel Accommodation Agreements

Article 7

1. The Hotel may cancel an Accommodation Agreement under any of the following cases:
 - (1) When the Guest is deemed likely to violate, or has violated established laws, public order or morals in regard to a stay;
 - (2) When the Guest is deemed to fall under any of the following (a) to (c).
 - a) Criminal Gangs, Gang Members, associate members or affiliates of Criminal Gangs or other such antisocial groups

- b) A corporation or other organization whose business activities are controlled by a Criminal Gang or Gang Members
 - c) A corporation whose executives include anyone determined to be a Gang Member
 - (3) When demands are made by violent means, or handling of unreasonable tasks is demanded in regard to an accommodation;
 - (4) When the Guest is clearly carrying an infectious disease;
 - (5) When accommodation cannot be provided due to natural calamity, facility malfunction or other unavoidable causes;
 - (6) When the Guest is deemed likely to cause considerable trouble to other Guests or Hotel staff due to intoxication. Or when the Guest has caused considerable trouble to other Guests or Hotel staff through their words or actions; (according to the stipulations of Article 5 of the Okinawa Prefecture Hotel Business Law); or
 - (7) When the Guest attempts to stay under an assumed name.
 - (8) When the Guest did not sign the Guest register notwithstanding demands by the Hotel to do so.
 - (9) When the Guest does not observe the rules stipulated in the Rules of Use regarding prohibited actions (only those necessary for fire prevention), such as smoking in bed and tampering with fire-fighting equipment; or
 - (10) When there is any violation of prohibited actions as stipulated in the Rules of Use.
2. When the Hotel has canceled an Accommodation Agreement in accordance with the preceding Paragraph, the Hotel shall not charge the Guest for any of the accommodation services which the Guest has not yet received.

Accommodation Registration

Article 8

1. The Guest shall register the following information at the front desk of the Hotel on the date of accommodation:
 - (1) The name, age, sex, address, occupation and contact information (cell phone number, email address, etc.) of the Guest;
 - (2) In the event that the Guest is non-Japanese, nationality, passport number, port and date of entry.
A copy of the passport will be made for identification purposes;
 - (3) Date and estimated time of departure; and
 - (4) Other information deemed necessary by the Hotel.
2. In the event that the Guest intends to pay the Accommodation Charges prescribed in Article 12 by any means other than currency, such as accommodation vouchers or a credit card, these shall be shown in advance at the time of the registration prescribed in the preceding Paragraph.

Guest Room Occupancy Hours

Article 9

1. The Guest is entitled to occupy the Guest room of the Hotel from 2:00 p.m. to 11:00 a.m. on the date of departure. In the event that the Guest is accommodated continuously, the Guest may occupy the room all day long, except on the arrival and departure dates.
2. Notwithstanding the provisions of the previous Paragraph, the Hotel may permit the Guest to occupy the room beyond the hours prescribed in the same Paragraph. In this case, the Guest shall pay extra charges according to the chart below (service fees included, tax not included) regardless of the room type. The one-night room rate for use from 3:00 p.m. shall be the charges as shown on the Hotel website for the appropriate date.

1 excess hour	3,000 yen
2 excess hours	5,000 yen
3 excess hours	7,000 yen
4 excess hours	9,000 yen
3:00 p.m. or later	One-night rate for the appropriate date

Observance of Rules of Use

Article 10

1. The Guest shall observe the Rules of Use established by the Hotel, which are posted within the premises of the Hotel, as well as this Accommodation Terms and Conditions.

Business Hours

Article 11

1. The business hours of the main facilities of the Hotel are as follows. For the specific business hours of each facility, please refer to notice posted there or the service directory in the Guest rooms.
 - (1) Front Desk: 24 hours
 - (2) Foreign currency exchange service: 24 hours
2. The Hotel may temporarily change the hours in the above Paragraph in unavoidable circumstances. In that case, notification will be made by an appropriate method.

Settlement of Charges

Article 12

1. The breakdown and calculation method of Accommodation Charges that the Guest must pay is as listed in Appendix 1.
2. Upon arrival, a cash deposit or a copy of a credit card shall be made.
3. Final settlement of the Accommodation Charges as prescribed in Paragraph 1 shall be conducted at the Front Desk upon the Guest's departure or when the Hotel presents a bill, and shall be paid in cash or other method approved of by the hotel, such as accommodation vouchers or credit card.
4. In the event that the Guest intentionally does not utilize the accommodation after the Hotel has provided a Guest room that the Guest is able to use, demand for Accommodation Charges shall be made.
5. In the event that the Accommodation Charges and dining charges, etc., that the Guest must pay comes to a total of more than 50,000 yen, then after notifying the Guest of the payment due, payment shall be made.

Hotel Liabilities

Article 13

1. The Hotel shall compensate the Guest for any damage the Hotel has caused to the Guest in the course of fulfilling or not fulfilling the Accommodation Agreement and related agreements. However, this shall not apply in the event that such damage has been caused by reasons not attributable to the Hotel.
2. The Hotel has received a business operation license from the Fire Department, however, the Hotel is covered by Hotel Liability Insurance in order to deal with unexpected fire or other disaster.

Handling When Unable to Provide Contracted Rooms

Article 14

1. In the event that the Hotel is unable to provide a contracted Guest room, the Hotel shall arrange accommodation of the same standard elsewhere for the Guest insofar as practicable with the consent of the Guest.
2. Notwithstanding the provisions of the preceding Paragraph, when the Hotel is unable to arrange accommodations at another facility, the Hotel shall pay the Guest compensation equivalent to the cancellation charge, and the compensation shall be considered reparations. However, if the Hotel is unable to provide a Guest room due to causes not attributable to the Hotel, the Hotel shall not pay compensation to the Guest.

Handling of Deposited Items

Article 15

1. The Hotel shall compensate the Guest when loss, breakage or other damage is caused to the goods, cash or valuables deposited at the front desk by the Guest, except in the event that this has occurred due to causes of force majeure. However, for cash and valuables, in the event that the Guest has failed to report their type and value when the Hotel has asked the Guest to do so, the Hotel shall compensate the Guest up to 50,000 yen.
2. The Hotel shall compensate the Guest when loss, breakage or other damage is caused, through intention or negligence on the part of the Hotel, to goods, cash or valuables which are brought into the premises of the Hotel by the Guest but are not deposited at the front desk, except in the event that this has occurred due to causes of force majeure.

However, for Articles whose type and value has not been reported in advance by the Guest, the Hotel shall compensate the Guest up to 50,000 yen, except in the case where loss, breakage or other damage was caused intentionally or by gross negligence on the part of the Hotel.

Custody of Baggage and Belongings of the Guests

Article 16

1. When the Guest's baggage is brought to the Hotel before the Guest's arrival, the Hotel shall be liable for it only in the event that the Hotel has accepted such request ahead of time. The baggage shall be handed over to the Guest at the front desk at the time of check-in.
2. In the event that a Guest's baggage or belongings is found at the Hotel after checkout, and the owner of the Articles is known, the Hotel shall contact the owner of the Articles and request instructions regarding them. However, in the event that the owner does not give instructions, or the owner is not known, the Hotel shall dispose of the Articles after holding them for one month. However, fresh food, food or beverages shall be held for three days after departure.
3. The Hotel's liability in regard to the custody of the Guest's baggage or belongings in the case of the preceding two Paragraphs shall be assumed in accordance with the provisions of Paragraph 1 of the preceding Article in the case of Paragraph 1, and in accordance with the provisions of Paragraph 2 of the same Article in the case of Paragraph 2.

Parking Liability

Article 17

1. In the event that the Guest uses the Hotel's parking area, the Hotel shall not be liable for custody of the Guest's vehicle, as it shall be regarded that the Hotel simply offers the space for parking, whether the key of the vehicle has been deposited with the Hotel or not. However, the Hotel shall compensate the Guest for damage caused through intention or negligence on the part of the Hotel in regard to management of the parking lot.

Liability of the Guest

Article 18

1. In the event that the Guest caused damage to the Hotel intentionally or through negligence, the Guest shall compensate the Hotel for the damages, notwithstanding the cost.

Appendix 1: Breakdown of Rates (Ref. Article 2, Paragraph 1 and Article 12, Paragraph 1)

Total Amount Payable by Guest

Accommodation Charges

(1) Accommodation charge (Room charge)

(2) Service charge ((1) × stipulated rate)

Additional Charges

(3) Total for food and beverages (including breakfast) and other usage fees

(4) Service Charge ((3) × stipulated rate)

Tax

a) Consumption Tax

b) Bath Use Tax

Note 1: Accommodation charges will be set according to the season and demand fluctuations.

Appendix 2: Penalties (Ref. Article 6, Paragraph 2)

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No. of Rooms Booked		Date of receipt of cancellation notice							
		Did not Stay	Same Day	Previous Day	7 Days Before	14 Days Before	30 Days Before	60 Days Before	90 Days Before
Partial Cancellation	Up to 10 Rooms	100%	80%	20%	10%	–	–	–	–
	11 Rooms or more	100%	80%	30%	20%	10%	–	–	–
Complete Cancellation	Up to 10 Rooms	100%	80%	50%	20%	10%		–	–
	11 Rooms or more	100%	100%	80%	70%	50%	30%	20%	10%

1. The percentages signify the rate of the cancellation charge to the Accommodation Charge.
2. In the event that the number of days contracted is shortened, notwithstanding the number of days canceled, a penalty of one day (the first day) shall be charged.
3. On special days that the Hotel has stipulated, a special penalty may be incurred.

Rules of Use

In order for all Guests to use the Hotel safely and comfortably, these Rules of Use have been established in accordance with Article 10 of the Accommodation Terms and Conditions. Please observe these Rules during your stay. In the event that these Rules are not observed by a Guest, then in accordance with Item 1 of Article 7 of the Accommodation Terms and Conditions, the Accommodation Agreement and any other related agreements shall be canceled. In addition, we shall refuse the Guest use of the Hotel in the future, and shall hold the Guest responsible for all damages suffered by the Hotel.

■ Use of Rooms and On-Site Facilities

- (1) An emergency evacuation map has been posted inside the entry door to the guest rooms. After arrival, make certain that you confirm the location of the closest emergency exit and the evacuation route. There is an emergency flashlight attached to the inside of the desk in the guest rooms.
- (2) The guest room doors in the Hotel are auto-locking. Please remember to take your card key with you when you leave your room, and make sure your door is locked.
- (3) When in your room or sleeping make sure that the inside lock and door guard are locked. Especially when going to bed, make sure the window or balcony is locked when a typhoon is near. Please hang out the "Do not Disturb" sign when you do not want anyone to enter your room. However, be aware that room cleaning shall not occur in this case. (For sanitation purposes, the trash only must be emptied once every three days.)
- (4) When someone knocks on your door, keep the door guard in place when you open the door, or look through the peephole. If someone suspicious comes to your door, do not open it and contact the Front Desk immediately.
- (5) You shall be charged for any equipment or fixtures inside or outside the building that you deface, damage, lose or take home.
- (6) We do not allow any minors to stay at the Hotel without written consent from a parent or guardian.
- (7) When your signature is required for use in a Hotel restaurant or bar, etc., please display your card key or accommodation card or anything that indicates your room number.
- (8) Please return all card keys at the time of your check out. You shall be charged 2,000 yen (tax not included) for each card that is lost, defaced, damaged or taken home.

■ Payment

- (1) Upon arrival we will ask for either a deposit or a credit card number.
- (2) When you extend your stay beyond the days booked, then we shall request that you pay for the nights you have already stayed.
- (3) Please make payment at the Front Desk when you leave. Also, the Hotel may ask you to make payment during your stay, so please pay at that time.
- (4) We do not accept payment by traveler's checks or checks.
- (5) We do not give cash for credit cards, accommodation vouchers or any kind of complimentary tickets.
- (6) We do not accept payment on behalf of the fees that the Guest must pay himself/herself.
- (7) We do not accept luggage as payment or in exchange for fees.
- (8) When the phone in your guest room is used, you will be charged a facility usage fee.
- (9) We charge fixed service fees, so we do not accept tips.

■ Valuables and Deposited Items

- (1) Please use the safe (free) that is in your guest room to store your cash and other valuables during your stay. In the event that they are lost or stolen, this hotel shall not bear any responsibility. We cannot accept works of art or antiques for deposit.
- (2) Please do not leave your possessions in public places, such as the Lobby, guest room hallways or restaurants, even for a short time.

(3) Lost items that are found in the Hotel shall be handled in accordance with Article 16 of the Accommodation Terms and Conditions, after which they shall be handled in accordance with the Lost Goods Act.

(4) We can hold goods on deposit at the Front Desk and Cloakroom for a maximum of seven days. In the event that seven days pass without contact, then they shall be handled as if they are not intended to be collected. However, fresh foods, food and beverages shall only be held for three days after departure.

■ Criminal Gangs, Gang Members and Individuals Deemed Likely to Violate Public Morals

(1) Criminal Gangs and Gang Members as designated by the Act for the Prevention of Wrongful Acts by Members of Organized Crime Groups (Enacted March 1, 1992) may not use the Hotel. If such is discovered to be true about a Guest after booking or during a stay, service shall be denied from that time.

(2) Antisocial groups and members of antisocial groups (Criminal Gangs, radical groups, etc., as well as their members) may not use the Hotel. If such is discovered to be true about a Guest after booking or during a stay, service shall be denied from that time.

(3) In the event that it is deemed that a Guest has used violence, threats, extortion, coercive unreasonable demands or other similar actions, the Hotel shall immediately deny him/her service. In addition, anyone who has committed such actions in the past cannot use the Hotel.

(4) In the event that it is deemed possible that other guests or hotel employees are in danger, threatened or made uneasy by anyone staying at the Hotel because he/she is unable to control himself/herself due to loss of competence attributable to diminished capacity or drugs, the Hotel shall immediately deny them service.

(5) The Hotel shall deny service for any other reason similar to those listed in the above paragraphs.

■ Prohibited Activities

The following activities are prohibited at the Hotel. Please be careful to keep these in mind while using the Hotel.

- Activities that cause fire

In particular, smoking in bed, or uses of fire such as heating or cooking in guest rooms are strictly prohibited.

- Occupying fire escapes or other areas for use by employees only

Except in the event of an emergency or other unavoidable situation. In such a case, please follow the instructions of the Hotel staff.

- Smoking in non-smoking areas

Balconies are also non-smoking areas. In the event that smoking is discovered, you shall be charged a restoration fee of 20,000 yen (tax not included).

- Wearing dressing gowns or sandals in areas other than the hot springs

Please do not wear dressing gowns or sandals in the Lobby, Banquet Hall, breakfast cafeteria as well as restaurants, the shopping area and convenience store.

- Wearing guest-room slippers outside

Please wear slippers only in the guest rooms

- Wearing excessively revealing clothing outside

When going through the Hotel to use the pool, please wear covering clothing.

- Persons other than those registered at the Hotel entering the guest room area

Please meet visitors in the Lobby or one of the restaurants.

- Moving fixtures that the Guest is unable to restore to their original state

- Displaying any objects from the windows or balconies that might harm the safety or appearance of the Hotel

Please refrain from hanging laundry or bathing suits from balcony handrails.

- Bringing animals onto Hotel premises, except for guide dogs, service dogs or hearing assistance dogs in accordance with Article 2 of the Law Concerning Assistance Dogs for the Disabled
- Bringing gunpowder, volatile oil or other such combustible or inflammable substances, or odious substances or objects that emit a strong odor onto Hotel premises
- Bringing objects that the law prohibits the possession of (guns, swords, narcotics, etc.) onto Hotel premises
- Bringing a quantity of objects that exceeds what is generally considered acceptable onto Hotel premises
- Bringing in food or beverages from outside the Hotel or ordering food from outside the Hotel
- Conducting business or gatherings within guest rooms without prior consent of the Hotel
- Setting up or altering furnishings within guest rooms without prior consent of the Hotel
- Distributing advertising material, selling products or soliciting without prior consent of the Hotel
- Conducting photography within the Hotel for commercial purposes without prior consent of the Hotel
- Gambling or other activities that corrupt public morals, or words or deeds that disturb other Guests or hotel employees