

Hotel Kanazawa Terms and Conditions of Accommodation

Article 1 Scope of Application

1. The Accommodation Agreement and any related contract entered into by this hotel with a guest (meaning all guests who use this hotel's guest rooms) shall be in accordance with the provisions of these provisions, and any matters not provided for in these provisions shall be in accordance with laws and regulations or generally established customs.
2. In the event that this hotel agrees to a special agreement to the extent that it does not contravene laws, regulations and custom, such special agreement shall prevail notwithstanding the provisions of the preceding paragraph.

Article 2 Application for Accommodation Contract

1. A person wishing to apply for a contract of accommodation at this hotel shall provide the following information to this hotel
 - (1) The name of the guest and his/her contact information (including cell phone number)
 - (2) Date of stay and estimated time of arrival
 - (3) Applicant's name and contact information
 - (4) Room type or room charge (in principle, based on the basic room charge in Appendix 1)
 - (5) Other items deemed necessary by this hotel
2. In the event that the guest requests to continue his/her stay beyond the date of stay stipulated in item 2 of the preceding paragraph during the stay, this hotel shall treat such request as a new application for a contract of accommodation at the time such request is made.

Article 3 Formation of Accommodation Contract

1. The accommodation contract shall be formed when this hotel accepts the application as stipulated in the preceding article.
2. When the accommodation contract has been concluded pursuant to the preceding paragraph, an application fee determined by this hotel shall be paid by the date designated by this hotel, within the limit of the basic accommodation charge for the period of stay (if the period of stay exceeds 3 days, for 3 days).
3. The deposit shall first be allocated to the room charge ultimately payable by the guest, and in the event that the provisions of Article 6 and Articles 20 and

21 apply, the deposit shall be allocated in the order of penalty followed by compensation, and any remaining amount shall be returned upon payment of the charges pursuant to the provisions of Article 14.

4. In the event that the application fee stipulated in Article 2 is not paid by the date designated by this hotel in accordance with the provisions of the same paragraph, the accommodation contract shall cease to be effective. However, this shall apply only in the event that this hotel has notified the guest to that effect when designating the date for payment of the application fee.

Article 4 Special provisions that do not require payment of application deposit

1. Notwithstanding the provisions of Paragraph 2 of the preceding article, this hotel may accept a special agreement not to require the payment of the deposit as set forth in the preceding paragraph after the conclusion of the contract.
2. In the event that this hotel does not require payment of the application fee as stipulated in Paragraph 2 of the preceding article or does not specify the date for payment of said application fee upon acceptance of the application for accommodation contract, this hotel shall be deemed to have complied with the special agreement stipulated in the preceding paragraph.

Article 4-2 Request for cooperation in infection control measures at the facility

The hotel may request the person who intends to stay at the hotel to cooperate in accordance with the provisions of Article 4-2, Paragraph 1 of the Ryokan Business Law (Law No. 138 of 1948).

Article 5 Refusal to Conclude an Accommodation Contract

This hotel may refuse to conclude an accommodation contract in the following cases

- (1) When the application for accommodation is not in accordance with these terms and conditions.
- (2) When there is no room in the accommodation.
- (3) When the accommodation cannot be made due to natural disasters, breakdown of facilities, or other unavoidable reasons.
- (4) When it is recognized that the person seeking accommodation is likely to conduct himself/herself in a manner contrary to the provisions of law, public order, or good morals in connection with the accommodation.
- (5) When it is recognized that the person who intends to stay falls under any of the following (a) through (c).

- (a) Boryokudan (hereinafter referred to as “organized crime groups”) as defined in Article 2, Item 2 of the “Law Concerning Prevention of Unjust Acts by Organized Crime Groups” (Law No. 77, 1991), Boryokudan members as defined in Item 6 of the same article (hereinafter referred to as “Boryokudan members”), quasi-organized crime groups or persons related to organized crime groups, or other anti-social forces.
 - (b) A Boryokudan or a juridical person or other organization whose business activities are controlled by Boryokudan or Boryokudan-involved persons, or a member of such organization.
 - (c) A juridical person, any of whose officers falls under the category of Bouryokudan-in (Boryokudan Member).
- (6) When the person who intends to stay is a patient, etc. of a specified infectious disease, as stipulated in Article 4.2, Paragraph 1, Item 2 of the Ryokan Business Law.
 - (7) When it is recognized that the person who intends to stay is likely to engage in gambling or other illegal activities.
 - (8) When it is recognized that the person who intends to stay at the hotel, regardless of his/her intention, is likely to cause inconvenience to other guests or disturb the public morals of the hotel, such as by interfering with the work of the hotel's employees.
 - (9) When it is recognized that the person seeking to stay at the hotel is in violation of the Ryokan Law Enforcement Regulations of the prefecture in which this hotel is located.
 - (10) When the person seeking to stay at the hotel repeatedly commits any of the following acts as a request to this hotel, the burden of which is so heavy that it may seriously impede the provision of accommodation-related services to other guests
 - (a) Requesting a reduction in the room charge or other matters that are not easy to realize (except when requesting the removal of social barriers stipulated in Article 2, Item 2 of the “Law Concerning the Elimination of Discrimination on the Basis of Disability” (Law No. 65, 2013) with regard to accommodation).
 - (b) A request that is made with coarse or abusive language or behavior or any other language or behavior that places a mental or physical burden on the employee (except those resulting from the Hotel's unjust discriminatory treatment of the person seeking accommodation under Article 8, Paragraph 1 of the “Law Concerning Elimination of Discrimination on the Basis of Disability” or other reasonable grounds

equivalent thereto). (10) A request that is made with a reason that is not reasonable (except for a request that is based on a reason for which there are reasonable grounds) and that would require more effort than would normally be required to treat the person making said request.

(11) When the person who intends to stay at the hotel has, in the past, fallen under item 4, 7, 8, 9 or 10 of this article with the hotel or with a hotel managed by Samty Hotel Management Co., Ltd.

Article 6 Guest's Right to Cancel the Accommodation Contract

1. The guest may cancel the accommodation contract by notifying this hotel prior to the accommodation date.
2. In the event that the guest cancels all or part of the accommodation contract due to reasons attributable to the guest (In the event that the guest cancels the accommodation contract, in whole or in part, for reasons attributable to him/her, this hotel shall charge a penalty fee in accordance with the provisions listed in Appended Table 2 (except in the event that this hotel has designated a payment date for the application fee and requested payment thereof in accordance with Article 3, paragraph 2, and the guest has cancelled the accommodation contract before such payment is made). However, in the event that this hotel accepts the special contract stipulated in Article 4, Paragraph 1, it is only when this hotel has notified the guest of his/her obligation to pay the penalty when the guest cancels the accommodation contract in accepting the special contract.
3. In the event that the guest does not arrive at 10:00 p.m. on the day of the stay (or 2 hours after the estimated time of arrival, if such time has been specified in advance) without making contact, this hotel may deem the accommodation contract to have been cancelled by the guest and dispose of such cancellation.

Article 7 Right of this hotel to cancel the contract

1. This hotel may cancel the accommodation contract in any of the following cases, regardless of whether the reservation has been made or is in progress
 - (1) When a guest or a person who intends to stay at the hotel falls under Article 5 (3) through (11).
 - (2) When the guest does not comply with the prohibitions (limited to those necessary for fire prevention) stipulated by this hotel, such as smoking outside of the authorized areas, tampering with the firefighting equipment, etc.

2. When this hotel cancels the accommodation contract in accordance with the provisions of the preceding paragraph, the hotel will not charge the guest for accommodation services, etc. that have not yet been provided.

Article 8 Accommodation Registration

1. The guest shall register the following items at the front desk of this hotel upon arrival on the day of stay.
 - (1) Guest's name, age, gender, address, occupation, and contact information (telephone number)
 - (2) For a foreign guest, nationality, passport number, place of entry and date of entry
 - (3) Date and scheduled time of departure
 - (4) Other items deemed necessary by the hotel
2. In the case of a foreign guest who does not have a domicile in Japan, in addition to the registration described in the preceding paragraph, the hotel will ask the guest to present his/her passport and to make a photocopy of it.
3. If the guest intends to pay the charges as stipulated in Article 13 by a method that can be substituted for currency, such as a room voucher or credit card, he/she shall present them in advance at the time of registration as stipulated in the preceding two paragraphs.

Article 9 Hours of Use of Guest Rooms

1. The hours during which a guest may use a guest room of this hotel shall be from the time of check-in to the time of check-out as determined by this hotel. However, in the case of a consecutive stay, the guest may use the room for the entire day, except for the day of arrival and the day of departure. Even after the check-in time, guests may be required to wait due to room maintenance or other unavoidable reasons.
2. Notwithstanding the provisions of the preceding paragraph, the Hotel may accept the use of a guest room before or after the check-out time. In such cases, the following additional charges will apply. However, the Hotel may not accept such a request in cases where there is no room available due to full occupancy, etc.
 - (1) Within 2 hours after check-in or check-out time as determined by this hotel, an amount equivalent to 30% of the room charge for the day of stay
 - (2) Within 4 hours after check-in or check-out time as determined by the hotel, an amount equivalent to 80% of the room charge for the day of stay
 - (3) Notwithstanding (1) through (2) above, in the event of a stay exceeding 4

hours from the time before check-in or after check-out, the full room charge for the previous day (including tax) in the case of an extension of check-in time before arrival per room, and the full room charge for the same day (including tax) in the case of an extension of check-out time

3. Even during the time when the guest may use the room in accordance with the preceding two clauses, the hotel may enter the room and take necessary measures for safety and hygiene control.

Article 10 Compliance with Usage Rules

Guests shall comply with the rules of use established by this hotel and posted in the hotel.

Article 11 Prohibited Acts

1. A person who intends to apply for a contract of accommodation at this hotel and a guest (hereinafter referred to as "guest") shall not do the following acts by himself/herself or by using a third party. (1) Register or provide false information when using this hotel.
 - (1) Registering or providing false information when using this hotel.
 - (2) Use of the Hotel by fraudulent use of credit cards or other means of payment
 - (3) Any act to illegally obtain or use a third party's personal information or privileges.
 - (4) Using the Hotel for business purposes without the permission of the Hotel.
 - (5) Making a large number of reservations and canceling them, or similar acts.
 - (6) Repeatedly making and canceling reservations without justifiable reason, or similar acts.
 - (7) Acts of impersonating this hotel or its management company, or acts that may mislead others into believing that such acts have been committed.
 - (8) Unauthorized access to systems or other computers, or similar acts.
 - (9) Transmitting or writing harmful computer programs, or similar acts.
 - (10) Theft, removal, defacement, destruction, or similar acts of the fixtures and fittings in the accommodation.
 - (11) Any act that obstructs the operation of this hotel, damages the credibility or brand of this hotel or its management company, or any similar act, by making demands, slander, libel, or threats beyond the scope of socially accepted norms toward this hotel or its employees, or harassing them by posting on social networking services with the aim of causing a firestorm, or similar thereto

- (12) Acts of intimidating and unreasonable demands such as violence, threats, extortion, etc., against this hotel or its employees
 - (13) Acts that cause or may cause inconvenience, damage, or disadvantage to other guests or third parties, or to this hotel or its management
 - (14) Acts that infringe or may infringe on the copyrights, trademarks, other intellectual property rights, privacy, personal rights, or other rights of other guests, third parties, this hotel, or its management.
 - (15) Actions that are or may be offensive to public order and morals, criminal acts, or actions that violate or may violate laws and regulations.
 - (16) Actions that display the power of organized crime groups, etc., or aid or encourage such groups, etc.
 - (17) Violating the provisions of these General Terms and Conditions, etc.
 - (18) Violation of any other rules and regulations established by the hotel.
 - (19) Any other acts that this hotel deems inappropriate.
2. In the event that this hotel or its management incurs damages as a result of the preceding paragraph, this hotel or its management may claim compensation for such damages from the guest.

Article 12 Business Hours

- 1. The hours of operation of the Hotel's facilities, etc. will be posted at various locations and in guestroom service information, etc.
- 2. The hours in the preceding paragraph may be changed temporarily if necessary or unavoidable. In such a case, the hotel will notify the guests by appropriate means.

Article 13 Payment of Charges

- 1. The accommodation charges, etc. to be paid by the guest shall be in accordance with the items listed in Attached Table 1.
- 2. Payment of the accommodation charges, etc. set forth in the preceding paragraph shall be made at the front desk of this hotel at the time of check-in, at the time of application for an extension of stay, or when requested by this hotel, in Japanese currency or by a method acceptable to this hotel, such as accommodation vouchers or credit cards, which may be substituted therefor.
- 3. When this hotel provides a guest room and it is available for use by the guest, the room charge shall be collected even if the guest does not stay overnight voluntarily. In the event that the guest does not voluntarily use any of the services incidental to the accommodation plan, the full amount of the accommodation plan charge shall also be assessed.

Article 14 Liability of this hotel

In the event that this hotel causes damage to a guest due to the performance or non-performance of the accommodation contract and related agreements, this hotel shall compensate for such damage. However, this shall not apply when the damage is not caused by reasons attributable to this hotel.

Article 15 Treatment in the event that the hotel is unable to provide the contracted room

1. In the event that this hotel is unable to provide the contracted guest room, this hotel shall, with the consent of the guest, arrange other accommodations under the same conditions as far as possible, except in cases of natural disasters or other unavoidable circumstances that make such arrangements difficult.
2. In the event that this hotel is unable to find other accommodation notwithstanding the provisions of the preceding paragraph, it shall pay the guest a compensation fee equivalent to the amount of the penalty, which shall be applied to the amount of compensation for damages. However, if there is no reason attributable to this hotel for not being able to provide a guest room, no compensation shall be paid.

Article 16 Handling of Deposited Articles, etc.

1. In the event of loss, damage, etc. to articles, cash or valuables deposited by a guest at the front desk of this hotel, this hotel shall compensate for such damage, except in the case of force majeure. However, for cash or valuables for which the guest has not disclosed the type and value to this hotel in advance, this hotel's liability shall be limited to 50,000 yen, except in the case of willful misconduct or gross negligence on the part of this hotel.
2. With regard to articles, cash or valuables brought into this hotel by a guest and not left at the front desk of this hotel, the guest shall be responsible for them, and this hotel shall not be liable for any loss, damage or other damage unless such damage is caused by the intentional act or gross negligence of this hotel.

Article 17 Custody of Guest's Luggage or Personal Effects

1. In the event that a guest's baggage arrives at this hotel prior to his/her stay, this hotel shall take responsibility for its safekeeping only if it is agreed upon by this hotel prior to arrival, and shall deliver it to the front desk of this hotel

when the guest checks in.

2. In the event that a guest's baggage or personal belongings are left behind at this hotel after the guest has checked out, this hotel will, in principle, await an inquiry from the owner and seek his/her instructions. In the absence of the owner's instructions, the hotel will notify the nearest police station within 7 days of the discovery of valuables, and dispose of other items after 1 month has elapsed from the date of discovery. However, food and beverages, cigarettes, newspapers, magazines, items that may damage the sanitary environment, and other items that are deemed by common sense to have been discarded by the guest (disposable items, obviously broken items, etc.) will be disposed of on the day they are found.
3. The responsibility of the hotel for the custody of the guest's baggage or personal belongings in the case of the preceding two clauses shall, in the case of clause 1, conform to the provisions of clause 1 of the preceding article, and in the case of clause 2, to the provisions of clause 2 of the preceding article.

Article 18 Responsibility for parking

When a guest uses the parking lot of this hotel (including parking lots not managed by this hotel, such as affiliated parking lots), regardless of whether or not the key to the vehicle is deposited, this hotel shall lend or arrange for the parking of the vehicle and shall not be responsible for its management. However, in the case of a parking lot managed by the Hotel, the Hotel shall compensate for any damage caused by the intentional or negligent act of the Hotel in managing the parking lot.

Article 19 Cleaning of Guest Rooms

1. Even if the guest requests that cleaning is not required, the room will be cleaned once every seventh night in order to maintain a sanitary environment. However, if the Hotel deems it necessary, it may clean the room at any time. In addition, the hotel may enter the room for room maintenance, legal inspections, or in case of emergency, even on days other than cleaning days.
2. The guest shall not be able to refuse the Hotel's entry into the room in accordance with the preceding paragraph.

Article 20 Liability of the guest

1. In the event that this hotel suffers damages due to the intentional or negligent act of the guest, said guest shall compensate this hotel for such damages (including, but not limited to, repair costs of facilities, loss of sales

opportunities, etc.). In the event that a guest loses his/her room key card, the hotel will charge 3,000 yen (excluding tax) per key to compensate for the loss.

2. In the event of any dispute or damage between guests or between a guest and a third party, the relevant parties shall compensate for the damage and settle the dispute between them.

Article 21 Internet Communications

1. Guests shall be responsible for their own use of Internet communications from within the Hotel. The service may be interrupted or terminated without prior notice due to system failure, radio wave interference, power outages, or other reasons during the use of such communications. The Hotel shall not be liable for any loss or damage incurred by the user as a result of service interruption due to system failure or other reasons during the use of Internet communications.
2. In the event that the Hotel deems inappropriate any conduct by the User during the use of Internet communication, the Hotel shall request the User to discontinue the use of such service and shall compensate the User for any damages incurred.

Article 22 Notification to the Police, etc.

1. If it becomes necessary to protect the rights, property, or services of other guests or this hotel due to a guest's violation of these General Terms and Conditions of Use or other rules and regulations established by this hotel, this hotel will take appropriate measures such as notifying the police or other relevant authorities.
2. In the event that this hotel determines that the health or life of a guest is seriously affected, emergency medical services may be requested, regardless of the guest's intention.

Article 23 Severability

1. In the event that any part of these General Terms and Conditions of Use or other terms and conditions of use is determined to be invalid in accordance with laws and regulations, the remaining provisions, excluding such part, shall remain valid.
2. In the event that any provision of these Terms of Use or other Terms of Service is deemed invalid or revoked in relation to one customer, such provision shall remain valid in relation to another customer.

Article 24 Disclaimer

The Hotel shall be exempted from liability in the event that any of the exemptions set forth in these General Terms and Conditions of Use or other rules and regulations apply.

Article 25 Changes to the Terms and Conditions of Accommodation

1. Please be advised that this hotel or its management company may change the contents of these general terms and conditions without prior notice.
2. In the event of changes to the Accommodation Agreement in accordance with the preceding paragraph, this hotel shall post a notice on its website and other places that the Accommodation Agreement has been changed, the content of the changed Accommodation Agreement, and the effective date of the change.
3. In the event that a guest uses this hotel after the accommodation agreement has been changed, said guest shall be deemed to have agreed to the content of the changed agreement.

Article 26 Governing Languages

The Japanese language shall be the official language of these General Terms and Conditions and other rules of use. Even if there is a translation provided for the reference of the guest, only the original Japanese text shall be effective, and the translation shall have no effect whatsoever.

Article 27 Governing Law and Court of Jurisdiction

Any and all disputes arising out of or in connection with the accommodation contract and related agreements under these terms and conditions shall be governed by the laws of Japan, and the court having jurisdiction over the location of the Hotel shall have exclusive jurisdiction as the court of first instance.

Article 28 Consultation

If any problem arises in connection with the use of this hotel that cannot be resolved by these general terms and conditions or other usage rules, it shall be resolved through mutual discussion in good faith between the hotel and the guest.

Article 29 Other

1. In accordance with the Fire Service Law, fire alarms are installed throughout the hotel, and when a fire or other reason is detected by the alarms, an announcement may be made in the hotel. The hotel will not be liable for any

loss or damage incurred by guests as a result of such broadcasts.

2. Even if the guest has displayed a "Do not disturb" card on the room door, for the guest's safety, if the hotel has not been able to contact the guest for an extended period of time, hotel staff will call the guest or call the guest in front of the room. Please understand that if there is no response or in the event of an emergency, the hotel will enter the guest room if it is deemed necessary.
3. Please refrain from taking video or still pictures or recording audio for commercial purposes (including distribution via SNS such as YouTube and Instagram) on the hotel's premises (including in guest rooms) without permission. Even if the video or audio was taken or recorded for private use, please refrain from posting it on the Internet for commercial purposes or using it for distribution via various SNS (including both recorded and live distribution) without permission. If any of these activities are discovered, legal action may be taken against the hotel.
4. Inviting persons who cannot be identified by the hotel's guest list to stay in the guest room (including temporary visits as well as having them stay in the room) is prohibited.
5. The hotel will not be liable for any loss or damage of or to articles delivered to the guest, unless such loss or damage is caused by the hotel's willful misconduct or gross negligence.

Appendix 1 Breakdown of Room Charges, etc. (related to Article 2, Paragraph 1 and Article 13, Paragraph 1)

	Breakdown	
Total amount payable by the guest	Room Charge	① Basic Room Charge ② Service charge (① x 10%)
	Surcharge	③ Food and beverage charges (breakfast, dinner, other food and beverage, or additional food and beverage) ④ Service charge (③×10%)
	Taxes	Taxes Consumption tax and other taxes stipulated by law

[Remarks]

1. In the event that the tax law is revised, the revised provisions shall apply.
2. Room rates (including various accommodation plans) are subject to change.

Attached Table 2: Penalty Charges (related to Article 6, Paragraph 2)

Date when notice of cancellation of contract is received	Number of persons applying for the contract	Individual	Group	
		Up to 14	15-49	50 or more
No-Show		100%	100%	100%
Accommodation day		80%	80%	100%
Day before the day of arrival		20%	50%	80%
9 days before the day of arrival			20%	50%
14 days before the day of arrival			10%	30%
30 days before the day of arrival				20%

[Remarks]

1. Percentage (%) is the ratio of the penalty charge to the basic room charge.
2. If the contracted number of days is shortened, a penalty of one day (the first day) will be collected regardless of the number of shortened days.
3. In the event that a part of a group (15 or more persons) cancels the contract, no penalty will be charged for the number of guests that is equal to 10% (rounded up to the nearest whole number) of the number of persons staying 10 days prior to the stay (or the date of acceptance if the application is accepted after that date).
4. In the case of accommodation plans sold to group guests (15 or more) or accommodation plans sold via the Internet, etc., the hotel may apply a penalty fee stipulated separately by the hotel. In such cases, such penalty fee provisions shall take precedence over these General Terms and Conditions.