# Terms and Conditions of Accommodation [Setouchi Retreat by Onko Chishin]

#### Article 1. Scope of application

The Accommodation Contract and related contracts concluded by the Hotel with the Guest shall be in accordance with the provisions of these Terms and Conditions, and any matters not stipulated in these Terms and Conditions shall be governed by laws and regulations or generally established customs.

Notwithstanding the provisions of the preceding Paragraph, when the Hotel has entered into a special contract with the Guest insofar as it does not violate laws and regulations and generally accepted practices,

The special contract shall take precedence.

### Article 2. Application for Accommodation Contract

A person who intends to apply for an accommodation contract with the hotel shall notify the hotel of the following matters.

- ① Name of Guest, Gender and Number of Guest(s)
- ② Date of accommodation and estimated time of arrival
- ③ Accommodation charges (in principle, according to Attached Table No. 1)
- ④ Other matters deemed necessary by the hotel

In the case when the Guest requests, during his/her stay, to extend his/her stay beyond the date set forth in paragraph ② of the preceding Paragraph, it shall be regarded as an application for a new Accommodation Contract at the time such request is made.

When the Hotel requests the submission of a list of guests containing the name, address, telephone number, etc. of the guest, the person who has applied for accommodation shall submit it immediately even after the conclusion of the Accommodation Contract.

#### Article 3. Conclusion of accommodation contracts, etc.

The Accommodation Contract shall be deemed to have been concluded when the Hotel accepts the application set forth in the preceding Article. However, this shall not apply if it is proved that the hotel has not accepted the application.

When an Accommodation Contract has been concluded in accordance with the provisions of

the preceding Paragraph, the Guest is requested to pay an accommodation deposit fixed by the Hotel by the date specified by the Hotel, up to the limit of the Accommodation Charges covering the Guest's entire period of stay (3 days if the period of stay exceeds 3 days). In the event that payment is not made by the date specified by the Hotel, the Accommodation Contract shall become invalid. However, this shall apply only if the Hotel has notified the Guest to that effect when specifying the due date for payment of the deposit.

The deposit shall first be applied to the Accommodation Charges to be paid by the Guest, and in the event that the provisions of Article 6 and Article 17 apply, the deposit shall be applied in the order of the cancellation fee and then the reparations, and the remainder, if any, shall be refunded at the time of payment of the Accommodation Charges prescribed in Article 12. Even in the case where the Hotel has made an application for or acceptance of an Accommodation Contract based on the Accommodation Charges on the basis of the Accommodation Charges due to the incorrect Accommodation Charges on the Internet site or by telephone, etc., if the Accommodation Charges are significantly lower than the dates before and after the Accommodation Charges, the reason for the Accommodation Charges being significantly lower (e.g., "limited" or "special") shall not be indicated. If the consent is due to a mistake under the Civil Code, the accommodation contract will be invalid, and we will promptly notify you to that effect.

### Article 4. Special contract that does not require payment of application fee

Notwithstanding the provisions of the preceding Article, the Hotel may enter into a special contract that does not require the payment of the application fee set forth in the same paragraph after the conclusion of the contract.

In the event that the Hotel does not request payment of the application fee as set forth in the preceding Article or does not specify the due date for payment of the application fee when accepting the application for an Accommodation Contract, it shall be treated as having accepted the special contract set forth in the preceding Paragraph.

## Article 5. Refusal to conclude an accommodation contract

In the following cases, the Hotel may not accept the conclusion of an accommodation contract or the use of the facilities in the Hotel.

 When the application for accommodation does not comply with these Terms and Conditions

- ② When there is no room available due to full occupancy
- (3) When it is deemed that the person seeking accommodation is likely to conduct himself or herself in a manner that will contravene the provisions of laws and regulations, public order or good morals in regard to his/her accommodation;
- ④ When the person seeking accommodation is deemed to fall under any of the following(a) to (e)

a) "Act on Prevention of Unjust Acts by Organized Crime Group Members" (Act No. 77 of Heisei 3) Article 2, Item 2) Designated organized crime groups, etc., or their related parties and other antisocial forces (hereinafter referred to as "organized crime groups"). )When it is

b) When an organized crime group or a member of an organized crime group is a corporation or other organization that controls business activities, or a member thereof.

c) When a person who falls under the category of an organized crime group is a corporation or a member thereof of which he or she is an officer.

d) When there is an arrangement, arrest, arrest, indictment, or conviction of a criminal offense

- e) In the event of assault, injury, coercion, intimidation, extortion, fraud, or similar acts
  - (5) When the person seeking accommodation behaves in a manner that causes significant inconvenience to other guests due to drunkenness, etc., or when the hotel deems that there is a risk of such behavior.
  - (6) When the person seeking accommodation can be clearly detected as carrying an infectious disease;
  - When a violent demand is made or an unreasonable burden is demanded in relation to the accommodation;
  - (8) When it is not possible to provide accommodation due to natural disasters, malfunction of facilities, or other unavoidable reasons.
  - (9) When it falls under the provisions of Article 6 of the Matsuyama City Hotel Business Law Enforcement Ordinance and the Ehime Prefecture Nuisance Prevention Ordinance.
  - (10) When the person who applied for accommodation secretly applies for the reserved room for the purpose of self-interest, such as resale or placement for a fee.

## Article 6. Guest's right to cancel the contract

The Guest may cancel the Accommodation Contract by notifying the Hotel.

In the event that the Guest has cancelled the Accommodation Contract in whole or in part

due to reasons attributable to the Guest (except in the case where the Hotel has requested payment of the accommodation deposit pursuant to the provisions of Article 3 and the Guest has cancelled the Accommodation Contract prior to such payment). )

A cancellation fee will be charged as listed in Appendix 2. In addition, if a cancellation fee other than Attached Table 2 is defined at the time of the accommodation contract, a cancellation fee will be charged based on the conditions at the time of the accommodation contract.

However, in the case where the Hotel has entered into a special contract stipulated in Article 4, the same shall apply only when the Hotel has notified the Guest of the obligation to pay the cancellation fee in the event of cancellation by the Guest in the event of cancellation of the Accommodation Contract.

In the event that the Guest does not arrive by 20:00 on the day of accommodation (or 2 hours after the arrival time if the Guest has been notified of the arrival time after 20:00 in advance) without prior notice, the Hotel may regard the Accommodation Contract as having been cancelled by the Guest and process it.

#### Article 7. Our right to withdraw from the contract

- In the following cases, the hotel may cancel the accommodation contract and the contract for the use of the facilities in the hotel<sub>o</sub>
  - ① When the guest fails to comply with the terms and conditions of the hotel and the rules of use of the hotel;
  - ② When it is recognized that the guest is likely to conduct himself in a manner that will contravene the provisions of laws and regulations, public order or good morals in relation to his accommodation, or when it is recognized that he or she has committed such acts;
  - ③ When the hotel deems the guest to be unfit for accommodation, such as lack of good manners.
  - ④ When the Guest fails to pay the Usage Fee to the Hotel or is delayed;
  - (5) When the Guest makes a false application at the time of concluding the Accommodation Contract;
  - (6) When the guest has a criminal record due to a criminal offense and is deemed unsuitable for the hotel;
  - When the Guest has been arranged, arrested, arrested, prosecuted, or convicted by a public authority;

(8) When it is recognized that the guest falls under any of the following  $(a \sim f)$ 

a) Organized crime groups, members of organized crime groups, associate members of organized crime groups, people related to organized crime groups, and other antisocial forces.b) When an organized crime group or a member of an organized crime group is a corporation or other organization that controls business activities, or a member thereof.

c) When a person who falls under the category of an organized crime group is a corporation or a member thereof of which he or she is an officer.

d) When the Guest is involved in a person equivalent to the preceding Paragraph, or a group or organization deemed by the Hotel to be a member of the preceding Paragraph, or an organization that uses deception or intimidation, or any other organization.

e) When the guest is assaulted, injured, extortioned, threatened, blackmailed, fraudulent, or similarly acted;

f) In addition, when there is a reason equivalent to  $(4) \sim (8)$  above

- (9) When the Guest can be clearly detected as carrying an infectious disease;
- 10 When it is recognized that the guest is likely to cause trouble to other guests due to drunkenness, etc., or when the guest behaves in a manner that causes significant inconvenience to other guests.
- When a violent demand is made or an unreasonable burden is demanded in relation to the accommodation;
- <sup>(12)</sup> When it is not possible to provide accommodation due to reasons caused by force majeure such as natural disasters, incidents, malfunction of facilities, etc.
- (B) When it falls under the provisions of Article 6 of the Matsuyama City Hotel Business Law Enforcement Ordinance and the Ehime Prefecture Nuisance Prevention Ordinance
- (4) When you do not comply with the prohibitions of smoking in bed, mischief with firefighting equipment, etc., or other prohibited acts (limited to those necessary for fire prevention) stipulated by the hotel.

In the event that the Hotel has cancelled the Accommodation Contract in accordance with the provisions of the preceding Paragraph, the Hotel shall not be entitled to charge the Guest for any accommodation services that the Guest has not yet received.

## Article 8. Register your stay

On the day of accommodation, the Guest is required to register the following items at the reception desk of the Hotel.

- ① Name, age, gender, occupation and address, contact telephone number of the Guest;
- If the guest does not have an address in Japan: nationality, passport number, port and date of entry into Japan;
- ③ Departure date and estimated time of departure
- ④ Other items that the hotel deems necessary

In the event that the Guest intends to pay his/her Accommodation Charges prescribed in Article 12 by any means other than Japanese currency, such as traveler's checks, coupons or credit cards, these credentials shall be shown in advance at the time of the registration prescribed in the preceding Paragraph. Please note that payment may be required in advance at check-in.

In order to confirm  $(1) \sim (4)$  above, you may be asked to present your driver's license, My Number Card, residence card, passport, etc. In addition, if there is guidance from various government agencies or governments, we will make a copy of the personal verification document and keep it at the hotel.

## Article 9. Occupancy time of the room

The Guest may occupy the rooms of the Hotel during the following hours: However, in the case where the Guest is accommodated consecutively, the Guest may occupy the room all day long, except for the days of arrival and departure.

Arrival date	After 3:00 PM			
Departure date	Until 11:00 AM			

Notwithstanding the provisions of the preceding Paragraph, the Hotel may permit the Guest to occupy the guest room beyond the hours stipulated in the same Paragraph. In this case, the following additional charges will be charged.

Departure date	After 11:00 AM until noon	10,000 yen (excluding tax)

## Article 10. Compliance with the Rules of Use

Guests are required to comply with the rules of use established by the Hotel and posted in the Hotel.

### Article 11. business hours

The business hours of the hotel's facilities will be announced by notices in various places, booklets, information in guest rooms, etc. In addition, if it is necessary and unavoidable, it may be changed temporarily. In that case, we will notify you by an appropriate method.

#### Article 12. Payment of fees

The breakdown of the charges payable by the Guest shall be as listed in Attached Table No. 1.

Payment of Accommodation Charges, etc. must be made in Japanese currency or traveler's checks, accommodation vouchers, credit cards, etc. approved by the Hotel. By an alternative method, At the time of the departure of the guest or at the request of the hotel, it is required to be done at the reception and in the guest room.

Even if the guest does not voluntarily stay at the hotel after the hotel has provided the guest with a room and made it available for use,Accommodation fee will be charged.

#### Article 13. Article 13 Responsibility of the Hotel

The Hotel shall compensate the Guest for any damage caused to the Guest intentionally or negligently in the performance of the Accommodation Contract and related contracts. However, this does not apply if it is not due to reasons attributable to the hotel. The hotel is covered by inn liability insurance.

## Article 14. Handling when the contracted room cannot be provided

When the Hotel is unable to provide the contracted room to the Guest, the Hotel shall, with the consent of the Guest, arrange other accommodation of the same standard as far as possible. Notwithstanding the provisions of the preceding Paragraph, when arrangement of accommodation cannot be made, the Hotel shall pay the Guest a compensation fee equivalent to the cancellation fee, and the compensation fee shall be applied to the amount of compensation for damages. However, if there is no reason attributable to the hotel for not being able to provide the room, the hotel will not pay the compensation.

## Article 15. Handling of deposited items, etc.

- 1. In the event of loss, breakage, or other damage to goods, cash or valuables deposited at the reception by the guest, the hotel shall compensate for such damage, except in cases of force majeure. However, in the case of cash and valuables, if the Hotel requests the Guest to declare the type and value of such items and the Guest fails to do so, the Hotel shall compensate the Guest for damages up to a maximum of 100,000 yen.
- 2. The Hotel shall compensate the Guest for any loss, breakage, or other damage caused by the Hotel's willful misconduct or negligence with respect to goods, cash or valuables brought into the premises of the Hotel by the Guest that was not deposited at the reception. However, in the case of items for which the type and value of the item have not been clearly stated in advance by the guest, the hotel shall compensate the guest for damages up to a maximum of 30,000 yen, except in cases of willful misconduct or gross negligence on the part of the hotel.

## Article 16. Storage of the guest's baggage or personal belongings

- 1. If the Guest's baggage arrives at the Hotel prior to his/her stay, it shall be the responsibility of the Guest to keep it and give it to the Guest at the time of check-in, after check-in, at the reception or in the guest room, only if the Hotel has agreed to do so prior to his/her arrival.
- 2. In the event that the guest's baggage or personal belongings are left behind at the hotel after the guest has checked out, the hotel shall follow the instructions of the owner concerned. However, if there is no instruction from the owner or if the owner cannot be identified, we will keep it for 7 days including the day of discovery, and then report it to the nearest police station and follow the instructions of the police station. Food, drinks, cigarettes, magazines, consumables used for daily life, and similar items will be disposed of on the same day.

The Hotel's responsibility for the custody of the Guest's baggage or belongings shall be:In the

case of (1), the hotel is not responsible for the provisions of (1) of the preceding article, and in the case of  $(2)_{\circ}$ 

#### Article 17. Responsibility for parking

When the Guest uses the parking lot of the Hotel, regardless of whether or not the key of the vehicle is deposited, the hotel is only renting the place of the Hotel, and the Guest is not responsible for the management of the vehicle. However, in the event that the hotel intentionally or negligently causes damage in the management of the parking lot, the hotel shall be liable for compensation. In addition, please follow the signs, signs, and instructions of hotel employees. In addition, the engine and acoustics shall be shut off while parked, except when necessary. The hotel's affiliated parking lot shall also be subject to the above.

#### Article 18. Guest's Responsibilities

In the event that the Hotel suffers damage due to the intention or negligence of the Guest, the Guest shall compensate the Hotel for the damage.

### Article 19. Guest's Condolence Fee Regulations

In the event that a guest of the hotel dies due to reasons other than injury during the stay of the hotel, the hotel will implement the matters described in the hotel liability insurance and regulations.

#### Article 20. Governing Law, Court of Jurisdiction

Any dispute between the Hotel and the Guest regarding the Accommodation Contract shall be governed by the laws of Japan, and shall be subject to the exclusive jurisdiction of the district court or summary court having jurisdiction over the location of the head office of the company that manages or operates the Hotel.

#### Article 21. Disclaimer

The use of computer communication from within the hotel is at the customer's own risk. The Company shall not be liable for any damage incurred by the user as a result of interruption of the service due to system failure, radio interference, power outage, or other reasons during the use of computer communication. In addition, if the Company or a third party suffers damage due to an act that the Company deems inappropriate for the use of computer communication, the Company shall be required to compensate for the damage.

## Article 22. Language

These Terms and Conditions shall be written in Japanese as the original text, and other languages shall be translated into translation. English translations are only prepared as a reference for the original Japanese text, and all translations in Japan shall take precedence.

#### Schedule

		breakdown	
Total amount payable by the	Basic	Room	
guest	Accommodation	Meals (if booked prior to arrival)	
	Charge	Ancillary matters requested in advance	
	Additional Fees	s Food & Beverage	
		Fees for ancillary facilities, etc.	
	Service Charge	If it is explicitly stated	
	tax	consumption tax	
		Bathing tax	

Appendix No. 1: Breakdown of Accommodation Fees and Charges

\* The accommodation fee is based on the price presented at the time of reservation.

## Appendix No. 2: Cancellation Fee

The date on which the notice of termination of the contract is received

Number of		No-	On	1day	3 days	7 days	14	28
Days Prior		show	the				days	days
to Arrival			day					
general	Up to 3	100%	100%	100%	50%	30%	10%	
	rooms							
organization	4 or more	100%	100%	100%	100%	100%	100%	50%
	rooms							

## [Caution]

• % is the ratio of the cancellation fee to the accommodation fee agreed upon at the time of application (including meals for plans with meals).

• If the number of days of the contract is shortened, a cancellation fee will be charged for the number of days shortened.

• In the event of cancellation of the contract for a part of the group guests (15 or more), no cancellation fee will be charged in the case of cancellation of less than 10% of the number of guests (rounded up if fractional) is made 7 days prior to accommodation (or the date of acceptance if the application is accepted from that date).

• This does not apply if it is physically difficult to arrive due to a natural disaster.

# Rules of Use

In accordance with Article 10 of the Accommodation Contract, our hotel has established the following rules of use for the purpose of maintaining the dignity of the hotel and ensuring that guests can spend their time comfortably and safely during their stay at the hotel. In the unlikely event that you do not cooperate with these rules, we may refuse to use your room and other facilities in the hotel in accordance with Article 7, Paragraph 1 of the Accommodation Contract. In addition, please note that we are not responsible for any accidents that occur as a result of not being able to obtain the cooperation of our customers.

The following items are not allowed to be brought in as they may cause inconvenience to other customers.

- Animals, birds(Excluding Service Dogs for Persons with Disabilities)
- · Explosives, volatile oils, and other ignitable or flammable substances
- Items that emit strange odors
- · Items that exceed common sense size and quantity
- Guns, swords, and stimulants that are not permitted to be possessed by law

Please refrain from the following acts that may disturb other guests in the hotel.

- Meet visitors in the guest room. Please meet in the lobby.
- Smoking outside of designated areas.
- Acts that may cause a fire.

• Using guest rooms and lobbies for purposes other than lodging, such as party venues, offices, and sales offices.

• Distribution of advertisements, promotional materials, sale of goods, or solicitation activities.

- Leaving the guest room in only a bathrobe and underwear.
- Gambling and other acts that disturb morals and cause trouble to others.
- Acts that cause disgust or discomfort to other customers, or nuisances such as noise.

• Taking photographs for business purposes in the hotel without the permission of the hotel, or using photos taken in the hotel for business purposes.

Please use the room safe to store cash and valuables during your stay.

In the unlikely event of loss or theft, the hotel will not be responsible for any accidents. Please leave your room key at the reception when you leave the hotel. Please be sure to return it at check-out.

Requests for facilities and items in the hotel

Do not use the product for any purpose other than its intended purpose.

Please do not move, alter or alter the room equipment without the permission of the hotel.

Please do not take any equipment out of the room.

Do not move or process it elsewhere.

Actual expenses will be charged for any damage, damage, or loss of equipment and fixtures inside and outside the building.

Please do not use heating or cooking fire in the hotel without the permission of the hotel. Cooking in the room is strictly prohibited.

Please do not place items on the terrace that may spoil the appearance of the hotel. Also, do not drop any items.

Do not leave your belongings outside of your room.

During your stay, the hotel will ask you to pay for any bills you may receive.

We do not accept orders for food and drinks (delivery to guest rooms) from outside the hotel.