

## **Terms and Conditions of Accommodation Contract**

### **Article 1 (Scope of Application)**

1. The Guest and the Hostel shall follow this Terms and Conditions of Accommodation Contract and related agreements which are entered into between the Parties. Any matters not stipulated in this Terms and Conditions of Accommodation Contract shall be governed by laws and regulations and/or generally accepted practices.
2. Notwithstanding the foregoing, in cases in which the Hostel has entered into a special contract with the Guest, such special contract shall prevail over the Terms and Conditions hereof insofar as such special contract does not violate laws and regulations and generally accepted practices.

### **Article 2 (Application for Accommodation Contract)**

1. A Guest who intends to make an application for an Accommodation Contract with the Hostel shall notify the Hostel of the following particulars:
  - (1) Name, address, age, phone number, sex, and occupation of the Guest, date of accommodation, and estimated time of arrival
  - (2) Nationality, Passport number, point of entry, previous accommodation, and next accommodation of any Guests who are of foreign nationality
  - (3) Date of departure, number of Guests, estimated time of departure, and age category of the Guest (adult, child or infant)
  - (4) Any other particulars necessary for the Hostel to know.
2. If the Guest requests to extend his or her stay during this stay beyond the date in subparagraph (1) of the preceding Paragraph, it shall be deemed an application for a new Accommodation Contract at the time when such application is made.
3. We will decline the accommodation of any guests under 15 years of age without an accompanying adult, written consent of his or her parent or custodian/guardian is provided. When a Guest under 15 years old requests accommodation alone, he or she is required to provide written consent as described in the preceding paragraph.
4. We will decline the accommodation of any Guests under 10 years old in a dormitory type room. (Private room type accommodation is available).
5. Any Guest who is more than 10 years old is counted as one person.

### **Article 3 (Formation of Accommodation Contracts)**

### **Terms and Conditions of Accommodation Contract**

1. The accommodation contract shall be entered into when the Hostel approves an application under the preceding Article. This does not apply, however, when the Hostel has proved that the Hostel did not accept such application.
2. When an Accommodation Contract is entered into pursuant to the provisions of the preceding paragraph, the Guest shall pay the amount specified by the Hostel within the limits of the basic accommodation fee for the period of stay (or three days when the period of stay exceeds 3 days) by the date specified by the Hostel.
3. This application fee is first applied to the final accommodation fee to be paid by the guest, and when a situation arises in which the provisions of Article 6 and Article 18 apply, the payment of penalty fees and reparations in that order. If there is a remaining amount, we will refund the fee in accordance with the provisions of Article 12.
4. If the Guest fails to pay the deposit by the specified date as stipulated in Paragraph 2, the Hostel may terminate the Accommodation Contract. This shall only apply, however, when the Hostel stipulates that the Guest must pay the deposit money by a specified date.

#### **Article 4 (Special agreement not to pay the application fee)**

1. Notwithstanding the provision of Paragraph 2 of the preceding Article, the Hostel may agree to enter into a special agreement with the Guest that requires no accommodation deposit.
2. In cases in which the Hostel has not requested payment of the deposit as stipulated in Paragraph 2 of the preceding Article and/or has not specified the date of payment of the deposit at the time the application for an Accommodation Contract has been accepted, it shall be deemed that the Hostel agrees with such special agreement of the preceding paragraph.

#### **Article 5 (Refusal of an Accommodation Contract)**

The Hostel may refuse the conclusion of an Accommodation Contract under any of the following circumstances:

- (1) When the application for accommodation does not comply with this accommodation agreement
- (2) When the Hostel is fully booked and there is no vacancy
- (3) When the Guest seeking accommodation is deemed liable to conduct himself or herself in a manner that will violate laws or act against the public order or good morals during his or her stay.
- (4) When the following (i) to (iii) are deemed to apply to the Guest seeking accommodation.
  - (i) A “gang” as stipulated in Article 2 Item 2 of the law in respect to prevention, etc. against illegal actions by gang members (1991 Law item 77) (hereinafter referred to as a “gang”), a gang member

### **Terms and Conditions of Accommodation Contract**

stipulated by the same law Article 2 Item 6 (hereinafter referred to as a “gang member”), semi-regular gang members or gang member related persons, or other antisocial forces.

- (ii) A corporate body or other organization where gangs or gang members control business activities.
- (iii) A corporate body that has gang members on its board.

- (5) When the Guest seeking accommodation behaves immoderately in a manner that disturbs or annoys other Hostel guests.
- (6) When the Guest seeking accommodation can be clearly identified as carrying an infectious disease.
- (7) When the Guest seeking accommodation makes violent requests, threatens, and/or imposes unreasonable burdens on the Hostel and/or Hostel staff.
- (8) When an act of God, trouble with facilities, or other unavoidable causes prevent the Guest from staying at our Hostel.
- (9) When the provision of Article 5 of the Ordinance (No.3) issued by Kyoto Prefecture is applicable.

#### **Article 6 (Right to Cancel Accommodation Contract by the Guest)**

- 1. The Guest is entitled to cancel the Accommodation Contract by notifying the Hostel.
- 2. If the Guest has cancelled the Accommodation Contract in whole or in part due to causes for which the Guest is liable (except in cases in which the Hostel has requested payment of the deposit during the specified period as prescribed in Paragraph 2 of Article 3 and the Guest has cancelled before payment), the Guest shall pay cancellation charges as listed in the Attached Table No. 1. However, in cases in which a special agreement as prescribed in Paragraph 1 of Article 4 has been concluded, the same shall apply only when the Guest is informed of the obligation of payment of cancellation charges in case of cancellation by the Guest.
- 3. If the Guest does not appear by 10:00 p.m. on the accommodation date without advance notice (or 2 hours after the expected time of arrival if the Hostel has been notified), the Hostel may regard the Accommodation Contract as having been cancelled by the Guest.

#### **Article 7. (Right to Cancel an Accommodation Contract by the Hostel)**

- 1. The Hostel may cancel an Accommodation Contract under any of the following circumstances:
  - (1) When the Guest is deemed liable for conduct and/or has conducted himself or herself in a manner that violates laws or acts against the public order and good morals in regard to his or her accommodation.

### **Terms and Conditions of Accommodation Contract**

- (2) When the Guest is considered to be or belong to one of the following (i) to (iii).
    - (i) A gang, a person involved with a gang, gang member or semi-regular member, or other anti-social forces.
    - (ii) A corporate body or other organization in which gangs or gang members control business activities.
    - (iii) A corporate body which has gang members or persons connected to gang members on its board.
  - (3) When the Guest behaves immoderately in a manner that disturbs or annoys other Hostel guests.
  - (4) When the Guest can be clearly identified as carrying an infectious disease.
  - (5) When the Guest makes violent requests, threatens, and/or imposes unreasonable burdens on the Hostel and/or Hostel staff.
  - (6) When the Hostel is unable to provide accommodation due to natural calamities and/or other causes of force majeure.
  - (7) When the provision of Article 5 of the Ordinance (No.3) issued by Kyoto Prefecture is applicable.
  - (8) When the Guest engages in prohibited actions such as smoking in bed, tampers with firefighting equipment and otherwise breaches Terms of Use stipulated by the Hostel (restricted to particulars deemed necessary in order to avoid causing fires).
2. If the Hostel has canceled the Accommodation Contract in accordance with the preceding Paragraph, the Hostel shall not charge the Guest for any of the services during the contractual period he/she has not received accommodation.

### **Article 8 (Registration)**

1. The Guest shall register the following particulars at the Front Desk of the Hostel on the day of accommodation:
  - (1) Name, age, sex, address and occupation.
  - (2) Nationality, passport number, port and date of entry in Japan of Guests who are of foreign nationality
  - (3) Date and estimated time of departure.
  - (4) Other particulars deemed necessary by the Hostel.
2. In cases in which the Guest intends to pay his or her accommodation charges prescribed in Article 12 by any means other than Japanese currency or credit cards, any such credentials shall be shown in advance at the time of the registration prescribed in the preceding Paragraph.
3. The following credit cards are accepted at the Hostel: VISA, MasterCard, American Express, DinersClub<sup>®</sup>, DC, JCB.)

## **Terms and Conditions of Accommodation Contract**

### **Article 9 (Occupancy Hours of Guest Rooms)**

1. The Guest is entitled to occupy the contracted guest room of the Hostel from 3:00 p.m. on the day of arrival to 10:00 a.m. on the day of departure. However, in cases in which the Guest is accommodated for consecutive days, the Guest may occupy the guest room all day, except for the days of arrival and departure.
2. Notwithstanding the provisions of the preceding Paragraph, the Hostel may charge the Guest an additional fee when the Guest occupies the Hostel facilities other than the contracted guest room, such as lobby and/or common area, for an extended period after having checked out.
  - (1) For dormitory rooms an additional fee of 1,500 yen per hour is added for late check-out.
  - (2) For private rooms an additional fee of 1,000 yen x the number of guests from the booking is added per hour for late check-out.

### **Article 10. (Compliance with Hostel Regulations)**

The Guest shall comply with the Terms of Use which are posted in the premises of the Hostel.

### **Article 11 (Business Hours)**

1. The business hours of the Hostel's main facilities are as follows. Details of business hours are displayed in various places in the Hostel facilities.
  - The front door of the Hostel is open 24 hours a day
  - The front Desk is open from 7:30 a.m. to 10:00 p.m.
2. The business hours specified in the preceding Paragraph are subject to temporary changes due to unavoidable circumstances. In such cases, the Guest shall be informed by posters displayed in the premises of the Hostel and/or on its website.

### **Article 12. (Payment of Accommodation Charges)**

1. Accommodation charges and other charges to be paid by the Guest shall be paid at Front Desk at the time of the Guest's departure or upon request by the Hostel, either in Japanese currency or by using credit cards or equivalent means of payment.
2. The following credit cards are accepted at the Hostel: VISA, MasterCard, American Express, DinersClub, DC, JCB.)
3. Accommodation charges shall be paid even if the Guest voluntarily does not utilize the accommodation facilities provided for him or her by the Hostel.

## **Terms and Conditions of Accommodation Contract**

### **Article 13. (Limited Liabilities of the Hostel)**

1. The Hostel shall compensate the Guest for damage if the Hostel has caused such damage to the Guest in the fulfillment or the nonfulfillment of the Accommodation Contract and/or related agreements, unless such damage has not been caused due to any negligent act or omission or any willful misconduct of the Hostel.
2. The Hostel is covered by Hostel Liability Insurance to deal with unexpected fires and/or other disasters.

### **Article 14. (Solution When Contracted Rooms are not available)**

1. The Hostel will, when unable to provide contracted rooms, with the Guest's consent arrange other accommodation facilities of the same standard for the Guest.
2. When the Hostel cannot arrange such accommodation as set forth in the preceding Paragraph, the Hostel shall pay the Guest a compensation fee as cancellation charges and such compensation fee shall be applied to cover the damages incurred to the Guest due to the breach of Contract by the Hostel, unless the said damage has not been caused by negligence or willful misconduct by the Hostel.

### **Article 15. (Handling of Deposited Items)**

1. The Hostel shall not accept the deposit of the following items at the Front Desk. The Hostel shall not be liable for any loss or damage of such prohibited items which the Guest has deposited with the front desk. The Guest shall be liable for any loss or damage incurred to the Hostel due to the deposit of prohibited articles.
  - (1) Currency and coins, valuables (securities and indentures, jewels and precious metals, important documents, design drawings, and any other items which are considered to be valuable by the depositor)
  - (2) Corpses
  - (3) Animals
  - (4) Hazardous items such as volatile or explosive materials
  - (5) Guns, swords and any other articles which may be used for crime
  - (6) Articles which emit a foul odor or easily decay or degrade
  - (7) Articles which are dirty, or may pollute or damage the depository
  - (8) Articles the possession or carrying of which is prohibited by law
  - (9) Others items which are deemed inappropriate to keep in the depository

### **Terms and Conditions of Accommodation Contract**

2. The items listed above (2) to (9) are not allowed to put into the valuables locker. The Hostel shall not be liable for any loss or damage to such prohibited items which the Guest has stored into the valuables locker. The Guest shall be liable for any loss or damage incurred to the Hostel due to the storing of prohibited items into the valuables locker.
3. When articles deposited by the Guest with the front desk of the Hostel have been lost or damaged, the Hostel will compensate for the damage if such loss or damage is due to the negligence or willful misconduct of the Hostel. Notwithstanding the foregoing, if the lost or damaged articles are valuable the Hostel will not compensate for such loss or damage unless the Guest has explicitly informed the Hostel of the kind and value of such cash and valuables at the time of deposit of such articles with the front desk.
4. When the articles which have been stored and kept in the valuables locker are damaged or lost, the Hostel will compensate for such damage or loss pursuant to the preceding paragraph, with the provision, however, that the Hostel shall not be liable for any damage caused due to inappropriate handling of the key by the Guest (including forgetting the code number of the locker).
5. When cash and/or valuables of the Guest which have not been deposited with the front desk are lost or damaged, the Hostel will compensate for the loss or damage only when such loss or damage is due to negligence or willful misconduct of the Hostel. Notwithstanding the foregoing, the Hostel shall not compensate for such loss or damage unless the Guest has explicitly informed it of the kind and value of such cash and valuables at the time of deposit of such articles with the Front Desk.
6. When the Hostel is responsible for loss or damage pursuant to the foregoing Articles 15.1, 15.2 and 15.3, the Hostel will compensate such loss or damage at the market price of the lost or damaged article, up to a maximum amount of 50,000 Japanese yen.

### **Article 16 (Handling of Baggage and Belongings of the Guest)**

1. When the baggage of the Guest has arrived at the Hostel prior to his or her arrival, the Hostel will keep such baggage or belongings only when a request to do so has been previously accepted by the Hostel. The baggage shall be handed over to the Guest at the front desk at the time of his or her check-in.
2. When the baggage or belongings of the Guest are found to have been left behind after check-out, the Hostel will ask the owner of such items for his or her instructions when the owner has been identified. However, when there are no instructions from the owner or the owner has not been identified, the Hostel will dispose of food and drinks, magazines, and newspapers on the day they are found, and keep other items for 7 days including the day on which they were found and then deliver them to the police station nearest our Hostel.

### **Terms and Conditions of Accommodation Contract**

3. The responsibility of our Hostel regarding the handling of the Guest's baggage or personal belongings in the case of the preceding two Paragraphs shall conform to the provision of Article 15, Paragraph 1, in the case of Paragraph 1 of this Article and to the provision of the Article 15, Paragraph 2, in the case of the preceding Paragraph.

#### **Article 17 (Responsibility for parking)**

The Hostel does not have a parking lot. We are not responsible for any problems including theft, loss or damage of vehicles, their accessories, attachments or items kept inside of them which occur inside or outside of the Hostel's premises. We are not responsible for any acts violating road traffic laws by the Guests or visitors.

#### **Article 18. (Liability of the Guest)**

The Guest shall compensate the Hostel for any damage caused intentionally or through negligence on part of the Guest.

#### **Article 19 (Use of computer communication)**

The Guest is completely responsible for his or her computer communication on the Hostel's premises. The Hostel will not be liable for any problems regarding a communication system failure or disconnection of a communication device and will not compensate the Guest for any damages he or she may incur.

The Guest is liable for any damages incurred by the Hostel or any other third parties due to the Guest's act or acts which are considered to be inappropriate regarding computer communication.

#### **Article 20 (Modification, amendment and alteration of this agreement)**

When the Hostel considers it necessary for its business, the Hostel may modify, amend or alter the terms and conditions hereof without prior notice.

#### **Article 21 (Jurisdiction)**

The Guest agrees that the parties will submit all of their disputes arising out of or in connection with this Agreement to the exclusive jurisdiction of the Kyoto District Court.



## Terms and Conditions of Accommodation Contract

### Table 1

#### Cancellation charges (incurred pursuant to Article 6.2)

##### (1) Individual Guest (less than 10 people)

- When the Individual Guest cancels the accommodation three (3) days or more prior to the day of accommodation, no cancellation charge is accrued.
- When the Individual Guest cancels the accommodation two (2) days or less prior to the day of accommodation, the cancellation charge shall be 100% of the planned accommodation fee.
- When the Individual Guest does not show up on the day of accommodation, the cancellation charge shall be 100% of the planned accommodation fee.

##### (2) Group Guests (10 or more)

- When the Group Guests cancel the accommodation four (4) weeks or more prior to the day of accommodation, no cancellation charge is accrued.
- When the Group Guests cancel the accommodation from four (4) weeks to two (2) weeks prior to the day of accommodation, the cancellation charge shall be 30% of the planned accommodation fee.
- When the Group Guests cancel the accommodation from two (2) weeks to one (1) week prior to day of accommodation, the cancellation charge shall be 50% of the planned accommodation fee.
- When the Group Guests cancel the accommodation from one (1) week to three (3) days prior to the day of accommodation, the cancellation charge shall be 80% of the planned accommodation fee.
- When the Group Guests cancel the accommodation from three (3) days or less prior to the day of accommodation or on the day of accommodation, the cancellation charge shall be 100% of the planned accommodation fee.