

# Takahan Terms and Conditions for Accommodation Contracts

Revision August 1, 2024

## (Scope of Application)

Article 1. The Accommodation Contracts and Related Agreements that the Hotel enters into with the Guest shall be in accordance with the provisions of these Terms and Conditions. Matters not provided in these Terms and Conditions shall be governed by laws and regulations ("laws and regulations," or those based on laws and regulations. The same shall apply hereinafter) and/or generally accepted practices.

2. If the Hotel agrees to a special agreement that does not contravene laws, regulations, etc. and customary practices, such special agreement shall prevail notwithstanding the provisions of the preceding paragraph.

## (Application for Accommodation Contract)

Article 2. A Guest who intends to make an application for an Accommodation Contract with the Hotel shall notify the Hotel of the following matters:

- (1) Name of the Guest(s).
- (2) Date of accommodation and estimated time of arrival.
- (3) Accommodation charges (based in principle on the Basic Accommodation Charges listed in the Attached Table No. 1).
- (4) Other matters deemed necessary by the Hotel.

2. If the accommodated Guests' request to extend their stay beyond the date in subparagraph (2) of the preceding Article, then the Hotel shall regard this as an application for a new Accommodation Contract.

## (Conclusion of Accommodation Contracts, etc.)

Article 3. An Accommodation Contract shall be deemed to have been concluded when the Hotel has duly accepted the application as stipulated in the preceding Article. However, the same shall not apply where it has been proved that the Hotel has not accepted the application.

2. 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 set by the Hotel within the limits of Basic Accommodation Charges covering the Guest's entire period of stay (3 days when the period of stay exceeds 3 days) by the date specified by the Hotel.
3. The deposit shall be first used for the Total Accommodation Charge to be paid by the Guest, secondly for cancellation charges under Article 6 and thirdly for reparations under Article 18 as applicable. The remainder, if any, shall be refunded at the time of payment for accommodation as stated in Article 12.
4. If the Guest fails to pay the deposit by the date as stipulated in Paragraph 2, the Hotel shall treat the Accommodation Contract as invalid. However, the same shall apply only in the case

where the Guest is thus informed by the Hotel when the period of Payment of the deposit is specified.

(Special Contracts Requiring No Accommodation Deposit)

Article 4. Notwithstanding the provisions of Paragraph 2 of the preceding Article, the Hotel may enter into a special contract requiring no accommodation deposit after the Contract has been concluded as stipulated in the same Paragraph.

2. In the case when the Hotel does not request payment of the application fee specified in Paragraph 2 of the preceding Article or does not specify the date for payment of the said application fee upon accepting the application for an Accommodation Contract, the Hotel will treat the application as if it complies with the special agreement specified in the preceding Paragraph.

(Request for cooperation in infection control measures at facilities)

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

(Refusal of Accommodation Contracts)

Article 5. The Hotel may not accept the conclusion of an Accommodation Contract under any of the following circumstances. However, this paragraph does not mean that the Hotel may refuse accommodation in cases other than those listed in Article 5 of the Hotel Business Act.

- (1) When the application for accommodation does not conform with the provisions of these Terms and Conditions.
- (2) When the Hotel is fully booked and there is no vacancy.
- (3) When the Guest seeking accommodation is deemed liable to conduct himself/herself in a manner that will violate laws or act against the public order or good morals in regard to his/her accommodation.
- (4) When the person who intends to stay at this hotel is deemed to fall under any of the following categories a) through c).
  - a) Organized Crime Groups as defined in Article 2, Item 2 of the Act on Prevention of Unjust Acts by Organized Crime Groups (Act No. 77 of 1991) (hereinafter referred to as "Organized Crime Groups"), members of organized crime groups as defined in Article 2, Item 6 of the same article (hereinafter referred to as "Members of Organized Crime Groups"), associate members of organized crime groups or persons related to organized crime groups, or other antisocial groups.
  - b) When the person is a organized crime group or a corporation or other organization whose business activities are controlled by a organized crime group or a member of an organized crime group.
  - c) A person who is a juridical person and one of its officers falls under the category of an organized crime group member.
- (5) When the person is behaving in such a manner as to be an annoyance to other guests.
- (6) When a person who intends to stay at this hotel is a patient of a specified infectious disease, etc. as defined in Article 4-2, paragraph 1, item 2 of the Hotel Business Act (hereinafter referred to as "patient of specified infectious disease, etc.").

- (7) When a violent act of demand is committed or a burden exceeding a reasonable range is demanded with regard to accommodation (Excluding cases where the person seeking accommodation requests the removal of social barriers pursuant to the provisions of Article 7, Paragraph 2 or Article 8, Paragraph 2 of the Act (Act No. 65 of 2013. Hereinafter referred to as the "Act on Elimination of Discrimination against Persons with Disabilities") on Promotion of Elimination of Discrimination on the Basis of Disability.).
- (8) When the person who intends to stay in the Hotel has repeatedly made a request to the Hotel as specified in Article 5-6 of the Enforcement Regulations of the Hotel Business Act as a request whose burden is excessive in its implementation and which may seriously impede the provision of accommodation-related services to other guests.
- (9) When the Hotel is unable to provide accommodation due to natural calamities, malfunction of facilities and/or other unavoidable causes.
- (10) When the case falls under the provisions of Prefectural Ordinance Article (No. ).

(Explanation of refusal to conclude an Accommodation Contract)

Article 5-2. The person who intends to stay may request the Hotel to explain the reasons for its refusal to enter into an Accommodation Contract in accordance with the preceding article.

(Right to Cancel Accommodation Contracts by the Guest)

Article 6. The Guest is entitled to cancel the Accommodation Contract by notifying the Hotel.

- 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 the case when the Hotel 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. 2. However, in the case when a special contract 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 pm. of the accommodation date (without advance notice hours after the expected time of arrival if the Hotel is notified), the Hotel may regard the Accommodation Contract as being cancelled by the Guest.

(Right to Cancel Accommodation Contract by the Hotel)

Article 7. The Hotel may cancel the Accommodation Contract under any of the following circumstances. However, this paragraph does not mean that this hotel may refuse accommodation in cases other than those listed in Article 5 of the Hotel Business Act.

- (1) When the Guest is deemed liable for conduct and/or has conducted himself/herself in a manner that will violate laws or act against the public order and good morals in regard to his/her accommodation.
- (2) When it is recognized that the Guest falls under any of the following categories a) through c).
  - a) When the Guest is a crime group, a member of a crime group, a quasi-constituent of a crime group, or a person related to a crime group, or any other antisocial group.
  - b) When the Guest is a juridical person or other organization whose business activities are controlled by a crime group or a member of a crime group.
  - c) A person who is a juridical person and one of its officers falls under the category of an

organized crime group member.

- (3) When the Guest is behaving in such a manner as to be an annoyance to other guests.
- (4) When the Guest is a patient, etc. of specified infectious disease.
- (5) When the Guest who intends to stay at the accommodation commits a violent demand act or asks for a burden exceeding a reasonable range with regard to the accommodation (except when the guest requests the removal of social barriers as provided in Article 7, paragraph 2 or Article 8, paragraph 2 of the Act on Elimination of Discrimination against Persons with Disabilities).
- (6) When the Guest repeatedly makes a request to this hotel that is so burdensome in its implementation that it may seriously impede the provision of accommodation-related services to other guests, as specified in the Article 5-6 of the Enforcement Regulations of the Hotel Business Act.
- (7) When the Hotel is unable to provide accommodation due to natural calamities and/or other causes of force majeure.
- (8) When the case falls under the provisions of Prefectural Ordinance Article (No. ).
- (9) When the Guest does not observe prohibited actions such as smoking in bed, tampers with fire-fighting facilities and otherwise breaches Hotel Regulations stipulated by the Hotel (restricted to particulars deemed necessary in order to avoid causing fires).

If the Hotel has canceled the Accommodation Contract in accordance with the preceding Paragraph, the Hotel shall not charge the Guest for any of the services during the contractual period he/she has not received.

(Explanation of Cancellation of Accommodation Contract)

Article 7-2. In the event that the Hotel cancels the accommodation contract in accordance with the preceding article, the Guest may request an explanation of the reasons for such cancellation.

(Registration)

Article 8. The Guest shall register the following particulars the Front Desk of the Hotel on the day of accommodation:

- 1) Name, address, and contact information of the Guest(s).
- 2) Nationality and passport number for foreigners who do not have a domicile in Japan.
- 3) Declaration of smoking or not smoking and signature regarding of no smoking in the room.
- 4) Other particulars deemed necessary by the Hotel.

In the case when the Guest intends to make payment of the charges in accordance with Article 12 by method that can substitute for Japanese currency, such as traveler's checks, coupons, credit cards, etc., then the guest is requested to present them at the time of registration in advance as described in the preceding paragraph.

(Occupancy Hours of Guest Rooms)

Article 9. The Guest is entitled to occupy the contracted guest room of the Hotel from 15:00 PM. on the day of arrival to 10:00 AM. on the day of departure. However, in the case when the Guest is accommodated continuously, the Guest may occupy the guest room all day, except for the days of arrival and departure.

2. The Hotel may, notwithstanding the provisions prescribed in the preceding Paragraph, permit the Guest to occupy the guest room beyond the time prescribed in the same Paragraph, in this case, extra charges shall apply as follows.

(1) Up to 6 hours: For one hour 2200 yen/room is charged

(2) More than 6 hours: 100% of the room charge

(2. The amount equivalent to the room charge in the preceding paragraph shall be 70% of the basic room charge.)

(Compliance of Hotel Regulations)

Article 10. The Guest shall comply with the Hotel Regulations established by the Hotel. Hotel Regulations are posted within the premises of the Hotel.

(Business Hours)

Article 11. Detailed information on the business hours of other facilities is available in the pamphlet provided by the Hotel, notices displayed in various places and in the Service Directory in the Guest Rooms.

(1) Service hours of the Front Desk, cash register, etc.:

a) Closing time: 10:00 PM

b) Front service: 5:00 AM - 10:00 PM

(2) Food and beverages and other facilities' service hours:

a) Breakfast: 7:30 AM - 9:00 AM

b) Dinner: 6:00 PM - 9:00 PM

c) Open-air bath: 2:00 PM – 11:00 PM , 5:00 PM – 9:30 AM

(3) Incidental service facility hours.

The business hours specified in the preceding Paragraph are subject to temporary changes due to unavoidable circumstances of the Hotel. In such cases, the Guest shall be informed by appropriate means.

(Payment of Accommodation Charges)

Article 12. The explanation of Accommodation Charges, etc. that the Guest shall pay is as listed in the attached Table No. 1.

2. Accommodation Charges, etc. as stated in the preceding Paragraph shall be paid at Front Desk at the time of the Guest's departure or upon request by the Hotel in Japanese currency. Other means acceptable to the Hotel are traveler's cheques, coupons and credit cards.

3. Accommodation charges shall be paid even if the Guest voluntarily does not utilize the accommodation facilities provided for him/her by the Hotel.

(Liabilities of the Hotel)

Article 13. The Hotel shall compensate the Guest for damage if the Hotel has caused such damage to the Guest in the fulfillment or the nonfulfillment of the Accommodation Contract and/or related agreements. However, the same shall not apply in cases where such damage has been caused due to reasons for which the Hotel is not liable.

The Hotel is covered by Hotel Liability Insurance to deal with unexpected fire and/or other disasters.

(Handling of cases where the Contracted Rooms cannot be provided)

Article 14. If the Hotel is unable to provide the Guest with the contracted room, the Hotel shall, with the consent of the Guest, try to arrange other accommodation under the same conditions. When arrangement of other accommodation cannot be made, notwithstanding the provisions of the preceding Paragraph, the Hotel shall pay the Guest a compensation fee equivalent to the cancellation charges and the compensation fee shall be applied to reparations. However, when the Hotel cannot provide accommodation due to causes for which the Hotel is not liable, the Hotel will not compensate the Guest.

(Handling of Deposited Items)

Article 15. The Hotel shall compensate for the Guest for damages when loss, breakage, or other damage occurs to goods, cash, or valuables deposited at the front desk by the Guest, except in the case when such damage is caused by force majeure. However, for cash and valuables, when the Hotel has requested the Guest for an appraisal of the value and the Guest has failed to do so, the Hotel shall compensate the Guest up to a maximum of 30,000 yen.

2. The Hotel shall compensate the Guest for damages when loss, breakage or other damage is caused, through intent or negligence on the part of the Hotel, to the goods, cash or valuables brought onto the premises of the Hotel by the Guest but are not deposited at the Front Desk. However, in the event that the type and value of the guest's property or cash and valuables have not been disclosed in advance, this hotel shall compensate for damages up to 40,000 yen, except in the case of intent or gross negligence on the part of the hotel.

(Custody of Baggage and/or Belongings of Guest)

Article 16. When the baggage of the Guest is brought into the Hotel before his/her arrival, the Hotel shall be liable to store it only in the case when such a request has been accepted from the Hotel. The baggage shall be handed over to the Guest at the Front Desk at the time of his/her check-in.

2. When the baggage or belongings of the Guest are found after check-out and ownership of the item is confirmed, the Hotel shall inform the owner of the item left and ask for further instructions. When no such instructions are given to the Hotel by the owner or when ownership is not confirmed, the hotel will keep the item for 30 days, including the day of discovery, after which it will be reported to the nearest police station.

3. The Hotel's liability in regards to the custody of the Guest's baggage and belongings in the case of the preceding two paragraphs shall be in accordance with the provisions of Paragraph 1 of the Preceding Article in the case of Paragraph 1, and with the provisions of Paragraph 2 of the same Article in the case of Paragraph 2.

(Liability in Regard to Parking)

Article 17. The Hotel shall not be liable for the custody of the vehicle of the Guest when the Guest utilizes the parking lot within the premises of the Hotel, as it shall be regarded that the Hotel simply offers the space for parking, whether the key of the vehicle has been deposited to the Hotel or not. However, the Hotel shall compensate the Guest for damage caused through intent or negligence on the part of the Hotel in regards to the management of the parking lot.

(Liability of the Guest)

Article 18. The Guest shall compensate the Hotel for damage caused through intent or negligence on part of the Guest.

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Attached Table No.1 Calculation Method for Accommodation Charges (Ref. Paragraph 1 of Article 2 and Paragraph 1 of Article 12)

		Contents
Total Amount to be Paid by the Guest	Accommodation Charges	1. Basic Accommodation Charge (Room charge including breakfast and other food and beverage expenses) 2. Service charge ((1) × %)
	Extra Charges	3. Additional food and beverages (excluding those included in (1)) 4. Service charge ((3) × %)
	Taxes	a. Consumption tax b. Bath tax (only in hot spring areas) c. Accommodation tax (150 yen)

Remarks:

1. The basic room charge is based on the tariff posted at .
2. Child fare is applicable to children of 6 years or under. 70% of the adult rate is charged when meals and bedding equivalent to those for adults are provided, 50% when meals and bedding for children are provided, and 30% when bedding only is provided.  
Infants for whom bedding and meals are not provided, a fee of 2200 yen will be charged.



Date when Cancellation of Contract is Noticed	Contracted Number of Guests	No Show	Accommodation day	1	2	3	5	6	7	8	14	15	20	30
				Day Prior to A. Day	Days Prior to A. Day	Days Prior to A. Day	Days Prior to A. Day	Days Prior to A. Day	Days Prior to A. Day	Days Prior to A. Day	Days Prior to A. Day	Days Prior to A. Day	Days Prior to A. Day	Days Prior to A. Day
1 to 14		100%	100%	50%	30%	30%	%	%	%	%	%	%	%	%
15 to 30		100%	100%	70%	50%	50%	30%	20%	20%	10%	%	%	%	%
31 to 100		100%	100%	70%	50%	50%	30%	20%	20%	10%	10%	%	%	%
101 or more		100%	100%	70%	50%	50%	30%	20%	20%	20%	10%	10%	10%	%

Attached Table No. 2 Cancellation Charge for Hotel (Ref. Paragraph 2 of Article 6) for Hotel

Remarks:

1. The percentages signifies the cancellation charge to the Basic Accommodation Charges.
2. When the number of days contracted is shortened, the cancellation charge for the first day of the cancelled period shall be paid by Guest regardless of the number of days shortened.
3. In the event of cancellation of a contract for a part of a group (15 or more persons), 10% of the number of persons staying at the hotel 10 days prior to the date of stay (or the date of acceptance if the application is accepted after that date) (any fractional number will be rounded up) will not be subject to a penalty.