

Terms and Conditions for Accommodation Contracts

Definitions

- (1) Accommodation Charge means the fee to be paid for staying in a room at the Hotel.
- (2) Accommodation Contract means a contract for accommodation at the Hotel entered into between the Hotel and the Guest.
- (3) Accommodation Coupon means the document produced by a travel agency that is approved by the Hotel, and is proof that an Accommodation Contract has been agreed and entered into for and on behalf of the Hotel by and between the travel agency and the Guest.
- (4) Applicant means the person (individual or corporate entity) who applied to enter into an Accommodation Contract.
- (5) Consumption Tax means the applicable consumption tax as prescribed by the Consumption Tax Act of Japan.
- (6) Guest means the person who enters into an Accommodation Contract with the Hotel.
- (7) Hotel means KARAKSA HOTELS KANSAI Corporation and the buildings, furniture, equipment, furnishing and fittings of the hotels managed and/or operated by KARAKSA HOTELS KANSAI Corporation.
- (8) Personal Information means the information belonging to an individual that is protected and governed by the Act on Protection of Personal Information of Japan (the "Personal Information Protection Act").
- (9) Privacy Policy means the privacy policy of the Hotel that governs the use of the Personal Information, and which is prepared based on the Personal Information Protection Act

Scope of Application

Article 1

1. Accommodation Contracts and related agreements to be entered into between the Hotel and the Guest shall be subject to these Terms and Conditions. Any particulars not provided for herein shall be governed by laws and regulations, etc. (i.e. laws and regulations or rules/standards, etc. based thereupon, where the same applies hereinafter) and/or generally accepted practices.
2. In cases where the Hotel has entered into a special contract with the Guest, insofar as such special contract does not violate laws and regulations, etc. and/or generally accepted practices, notwithstanding the preceding paragraph, the special contract shall take precedence over the provisions of the Terms and Conditions herein.

Application for Accommodation Contracts

Article 2

1. A Guest who intends to make an application for an Accommodation Contract with the Hotel shall notify the Hotel of the following particulars:
 - (1) Name of the Guest(s)
 - (2) Date of accommodation and estimated time of arrival
 - (3) Accommodation Charges (based, in principle, on Exhibit, Table 1)
 - (4) a. Name and contact information of the applicant of the Accommodation Contract
b. Name and contact information of the payer of the Accommodation Charges
 - (5) Other particulars deemed necessary by the Hotel
2. In cases where the Guest requests, during his/her accommodation, an extension of accommodation beyond the date(s) in Subparagraph (2) of the preceding paragraph, the Hotel shall regard that the Guest has made a new application for another Accommodation Contract at the time, and shall process the request as such.

Conclusion of Accommodation Contracts, etc.

Article 3

1. The Accommodation Contract shall be deemed to have been concluded when the Hotel has duly accepted the application as stipulated in the preceding article. The same shall not apply when the Hotel proves not to have accepted the application.
2. When the Accommodation Contract has been concluded in accordance with the provisions of the preceding paragraph, the Guest is requested to pay an accommodation deposit specified by the Hotel, which shall not exceed the value of the total Accommodation Charges covering the Guest's entire period of stay, by the date specified by the Hotel.
3. The deposit shall be first used for the Total Accommodation Charges to be paid by the Guest, then secondly for the cancellation charges under Article 6 and thirdly for reparations under Article 18 as applicable, and the remainder, if any, shall be refunded at the time of the payment of the Accommodation Charges under 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, provided that the Hotel has informed the Guest of the specified due date of the deposit payment.

Special Contracts Requiring No Accommodation Deposit

Article 4

1. Notwithstanding the provisions of Paragraph 2 of the preceding Article, the Hotel may enter into a special contract requiring no accommodation deposit upon the Guest's request after the Accommodation Contract is concluded.
2. In cases where the Hotel does not request the payment of the deposit as stipulated in Paragraph 2 of the preceding Article and/or does not specify any date of the payment of the deposit when accepting the application for the Accommodation Contract, the Hotel shall be treated as having accepted the Guest's request for a special contract as stipulated in the preceding paragraph.

Refusal of Accommodation Contracts

Article 5

1. The Hotel may refuse to accept an application for an Accommodation Contract under any of the following circumstances:
 - (1) The application for accommodation does not comply with the Terms and Conditions hereof.
 - (2) The Hotel is fully booked and no room is available.
 - (3) The Guest seeking accommodation is deemed to be likely to commit any act incompliant with laws or regulations, or against public order or morality, in respect to the accommodation.
 - (4) The Guest seeking accommodation has committed any act significantly inconvenient to other guests being accommodated in the Hotel.
 - (5) When violent demands are made or the Hotel is asked to bear a burden that exceeds reasonable bounds with regard to accommodation. (Except in cases where the person seeking lodging requests the removal of social barriers pursuant to the provisions of Article 7-2 or Article 8-2 of the Act for Eliminating Discrimination against Persons with Disabilities (Act No. 65 of 2013: "Act for Eliminating Discrimination against Persons with Disabilities").
 - (6) When a person seeking lodging at the Hotel makes repeated requests to the Hotel that are so onerous to comply with that they may seriously impede the provision of accommodation-related services to other guests, as specified in Article 5-6 of the Ordinance for Enforcement of the Hotel Business Act.
 - (7) The Hotel is unable to provide accommodation due to natural calamities, malfunction of facilities and/or other unavoidable causes.
 - (8) The Guest seeking accommodation is significantly drunk, or speaks and behaves in a significantly extraordinary way, and is deemed to be likely to cause any inconvenience to other guests in the Hotel.
 - (9) When a person seeking lodging is a patient, etc. with a specified infectious disease prescribed in Article 4-2, paragraph 1, item 2 of the Hotel Business Act (hereinafter referred to as a "patient, etc. with a specified infectious disease").
2. The Hotel shall not conclude the Accommodation Contract under any of the following circumstances:
 - (1) The Guest seeking accommodation is a member of organized crime group or involved with any organized crime-related groups or other anti-social forces.
 - (2) The Guest seeking accommodation is involved with any entity or other group managed/ controlled by an organized crime group or a member thereof.

Right to Cancel Accommodation Contracts by Guest

Article 6

1. The Guest may cancel the Accommodation Contract by so notifying the Hotel.
2. In cases where the Guest has cancelled the whole or part of Accommodation Contract based on the causes for which the Guest is liable, the Guest shall pay cancellation charges as listed in Exhibit, Table 2.
3. In cases where the Guest does not appear by 8 p.m. on the accommodation date (or 2 hours after the expected time of arrival if the Hotel has been notified of it) without advance notice, the Hotel may regard the Accommodation Contract as being canceled by the Guest.

Right to Cancel Accommodation Contract by Hotel

Article 7

1. The Hotel may cancel the Accommodation Contract under any of the following circumstances:
 - (1) The Guest is deemed to be likely to commit any act incompliant with laws or regulations or against the public order or morality, or found to have committed such an act.
 - (2) The Guest has committed any act significantly inconvenient to other guests.
 - (3) When violent demands are made or the Hotel is asked to bear a burden that exceeds reasonable bounds with regard to accommodation. (Except in cases where the person seeking lodging requests the removal of social barriers pursuant to the provisions of Article 7-2 or Article 8-2 of the Act for Eliminating Discrimination against Persons with Disabilities)
 - (4) When a Guest makes repeated requests to the Hotel that are so onerous to comply with that it may seriously impede the provision of accommodation-related service to other guests, as specified in Article 5-6 of the Ordinance for Enforcement of the Hotel Business Act.
 - (5) The Hotel is unable to provide accommodation due to force majeure such as natural calamities.
 - (6) The Guest is deemed to be significantly drunk, speaks and behaves in a significantly extraordinary way, and be likely to cause any inconvenience to other guests.
 - (7) When a Guest is a patient, etc. of a specified infectious disease.
 - (8) The Guest does not observe bans under the house regulations established by the Hotel.
2. The Hotel shall cancel the Accommodation Contract under any of the following circumstances:
 - (1) The Guest is a member of criminal organization group or involved with any criminal organization group, related group thereto, or other anti-social forces.
 - (2) The Guest is involved with any entity or other group managed/controlled by a criminal organization group or a member thereof.
3. In cases where the Hotel cancels the Accommodation Contract in accordance with the preceding paragraphs, the Hotel shall not charge the Guest for any services not rendered.

Registration of Accommodation

Article 8

1. The Guest shall register the following particulars at the front counter of the Hotel on the day of accommodation:
 - (1) Name, age, sex, address, and occupation of the Guest(s)
 - (2) For foreign nationals, the nationality, passport number, point of entry in Japan, and date of entry in Japan
 - (3) Date and planned time of departure

(4) Other particulars deemed necessary by the Hotel

2. In cases where the Guest intends to pay his/her Accommodation Charges as provided in Article 12 by any means other than cash, such as Accommodation Coupons designated by the Hotel or credit cards, the Guest shall present them to the Hotel upon the above registration in advance of the payment.

Occupancy Hours of Guest Rooms

Article 9

1. The Guest is entitled to occupy the contracted guest room of the Hotel from 3 p.m. on the day of registration to 11 a.m. on the next day. When the Guest stays in the Hotel for consecutive days, he/she may occupy the room all day long, except for the dates of arrival and departure. When the Guest uses the special accommodation plans, etc., a further limitation may be placed on the check-in and check-out times.
2. Notwithstanding the provisions in the preceding paragraph, the Hotel may permit the Guest to occupy the room beyond the designated time period above, provided that the Guest shall additionally pay the whole Accommodation Charges (set forth in Exhibit, Table 1).
3. If the Guest does not check out after the check-out time specified in Paragraph 1 or 2,
The Hotel may move the Guest's baggage and belongings left in the guest room to another location within the Hotel.
In this case, the storage method of baggage and belongings shall comply with the provisions of Article 16, Paragraph 2.

Compliance with House Regulation

Article 10

The Guest shall observe the house regulations established by the Hotel which are posted in the premises of the Hotel.

Operating Hours

Article 11

1. The Guest may refer to the brochures supplied and notices displayed at various places in the Hotel, and service directories in guest rooms, etc. for the details of the operating hours of facilities of the Hotel.
2. The above operating hours may be changed when necessary for any unavoidable reason. In such a case, the Hotel will inform the Guest of the fact in appropriate means.

Payment of Accommodation Charges

Article 12

1. The breakdown of the Accommodation Charges that the Guest shall pay and the way of payment thereof is listed in Exhibit, Table 1.
2. The Guest shall pay the Accommodation Charge in the currency or other alternative payment means designated by the Hotel, such as Accommodation Coupons or credit cards, at the front counter, at the departure or when requested by the Hotel.
3. The Guest shall pay the Accommodation Charges even when the Hotel has made the room available for use by the Guest but the Guest has not used or stayed in it at his/her own discretion.
4. In case of any accommodation plan including breakfast and dinner, or any other additional services, the Guest shall pay the Accommodation Charges even when the Guest has not had such meals or used such services at his/her own discretion.

Liabilities of Hotel

Article 13

The Hotel shall compensate the Guest for damages if it has caused such damages to the Guest in the fulfillment or the nonfulfillment of the Accommodation Contract and/or related agreements, provided that the Hotel shall not be liable if such damages are not attributable to the Hotel. The Hotel is certified with standard fire prevention qualification from the local fire department.

Arrangement at Unavailability of Contracted Rooms

Article 14

1. When the Hotel is unable to provide the Guest with the contracted room(s), it shall arrange, with the consent of the Guest, another accommodation of the same quality as the contracted room as practically as possible.
2. When the 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, which will constitute the payment for damage, unless the Hotel is not attributed to such serious failure to provide a room to the Guest.

Liability of Hotel for Possessions of Guests

Article 15

1. In the event of loss or other damage to articles left at the front desk by a Guest, the Hotel shall compensate for such damage, except in cases where such damage is caused by force majeure. However, the Hotel shall not keep possessions including items or cash valued at more than JPY 500,000, any machines considered information recording devices (computers, mobile phones, other IT devices, etc.) and documents associated with personal information (passports, customer lists, etc.). Furthermore, if the articles deposited by the Guest are cash or valuables, or if the Guest fails to disclose the type and value of the articles, the Hotel will not compensate for any damage unless such damage arises due to the willful misconduct or gross negligence of the Hotel.

2. The Hotel will not compensate for the loss or destruction of any articles brought into the Hotel by a Guest and not left at the front desk, unless such damage, etc. arises due to the willful misconduct or gross negligence of the Hotel. Even in the event that the Hotel is liable for compensation, the Hotel will compensate for damages up to the value of JPY50,000 for items for which the type and value have not been disclosed by the Guest in advance. In addition, the Hotel will not compensate for any cash or valuables not left at the front desk, unless such damage arises due to the willful misconduct or gross negligence of the Hotel.

Custody of Baggage and/or Belongings

Article 16

1. When the baggage of the Guest is brought into the Hotel before his/her arrival, the Hotel shall be liable to keep it and to hand it over to the Guest at the front counter at the time of his/her check-in only if the Hotel has agreed to do so in advance.
2. When the baggage or belongings of the Guest are left unattended after he/she checks out the Hotel, the Hotel shall temporarily keep the baggage or belongings, and shall take the necessary measures in accordance with the relevant provision of Lost Goods Act.
3. The Hotel's liability for the custody of the Guest's baggage or belongings under each preceding paragraph hereof shall be assumed in accordance with the provisions of the preceding Article 1-1 for cases under the preceding Paragraph 1 hereof, and the provisions of the preceding Article 1-2 for cases under the preceding Paragraph 2 hereof.

Liability in regard to Parking

Article 17

The Hotel shall not be liable for the custody of any vehicle belonging to the Guest when the Guest utilizes the parking lot in the Hotel, whether or not the key of the vehicle has been deposited with the Hotel.

Liability of Guest

Article 18

The Guest shall compensate the Hotel for any damage caused by his/her intention or faults.

Handling of Personal Information

Article 19

The Hotel shall properly handle the Personal Information provided by the Guest in accordance with the Privacy Policy.

Applicable Laws

Article 20

The Accommodation Contract concluded between the Hotel and Guest shall be in accordance with the laws of Japan, and Tokyo District Court or Osaka District Court shall be the exclusive jurisdiction over any lawsuit in connection with the Accommodation Contract.

Revision of Terms and Conditions

Article 21

1. This Terms and Conditions may be revised as necessary.
2. In the event that these Terms and Conditions are revised, the Hotel will make the revised Terms and Conditions publicly available on its website, while specifying the content of the revisions and the effective date.

Exhibit

Table 1: Breakdown of Accommodation Charges
(Article 2-1 and Article 12-1)

Total Amount to be paid by Guest	Breakdown	
	Accommodation Charges	Charge for reserving a room and breakfast
	Tax	Consumption tax and accommodation tax

Table 2: Cancellation Charges (Article 6-2)

	Contracted Number of Guests	Date when Cancellation of Contract is Notified		
		No Show	Accommodation Day	1 Day Prior to Accommodation Day
General	Up to 9 rooms, or 9 people total	100%	80%	50%

- (Note)
1. The percentage is the ratio of the penalty fee against the total amount of the room charge plus consumption tax.
 2. In case of an Accommodation Contract for a group (10 people or more), cancellation charges will be decided through mutual consultation between the Hotel and Guest.
 3. For the accommodation on special dates or using special accommodation plan designated by the Hotel, additional charges will be incurred.
 4. In the case of any refunds, the Guest is responsible for bank transfer fees.

Hotel Regulations

In order to make your stay as pleasant and safe as possible, we have established the following regulations in accordance with article 10 of our Terms and Conditions for Accommodation Contracts. We request that all guests follow these regulations. If you fail to follow these regulations, we reserve the right to refuse you access to guest rooms and other hotel facilities, according to articles 7 and 18 of the Terms and Conditions for Accommodation Contracts. Furthermore, the Hotel is not liable for any incidents or damages that occur due to a violation of these regulations.

Please understand that the Hotel will not be held responsible for any incidents or damage that occur due to a failure on the part of the Guest to provide their cooperation or agreement, unless such incidents or damage arise due to the willful misconduct or gross negligence of the Hotel.

Fire, smoking and emergencies

1. Do not bring fuels for heating, cooking devices or irons into the Hotel.
2. The entire Hotel is non-smoking, excluding designated smoking areas. Please refrain from smoking in the guest rooms, corridors and lobby.
3. Do not touch fire extinguishers or other emergency items except in the case of emergency.
4. Please double-check the emergency evacuation map in your room.

Protecting your personal safety

1. During your stay, check the lock on your door whenever leaving your room.
2. Lock your room from the inside and use the door's security bar, particularly when you go to bed. If you have visitors, ensure the door is not left open inadvertently. If you believe a person has no business in the Hotel, contact the Hotel reception immediately.
3. Persons who are not registered guests are prohibited from staying in the Hotel.

Valuables and items held for safekeeping

1. If you would like to store your valuables at the front counter, please clarify the items and their value in advance. The Hotel accepts no responsibility for the loss of valuables in guest rooms or other parts of the Hotel, unless such loss arises due to the willful misconduct or gross negligence of the Hotel.
2. A safety deposit box is installed in your room. The operation of the safety deposit box and the control, security and maintenance of all possessions are the Guest's responsibility. The Hotel accepts no responsibility for the damage or loss of valuables in the safety deposit box.
3. Lost goods shall be dealt with as necessary according to the law.

Payment

1. Upon arrival you be asked to pay a deposit (prepayment) stipulated by the Hotel. If there are other requests for payment during your stay, please pay promptly at that time.
2. We cannot accept payment by check, such as traveler's checks, and cannot assist with currency exchange.
3. We cannot assist with payments of airline tickets, train and bus fares, taxi charges, postal stamp charges, charges for forwarding of luggage, etc.
4. Tips are not accepted by Hotel staff.

Prohibited behavior

1. Please refrain from any of the following activities that may disturb other guests.
 - (1) Do not bring into the Hotel items that may disturb other guests:
 - ① Dogs, cats, birds and all other small pets (seeing eye dogs, hearing dogs, service dogs, etc. are allowed).
 - ② Items giving off unpleasant or unusual smells.
 - ③ Items that are flammable such as gunpowder or spirits.
 - ④ Do not bring in other items that you are prohibited by law to possess.
 - Do not gamble or engage in other acts that corrupt public morals within the Hotel.
 - (2) Do not engage in yelling, loud singing, or arguing within the Hotel that may disturb other guests.
 - (3) Do not use your guest room for purposes other than resting or eating and drinking without the permission of the Hotel.
 - (4) If you wish to order food from outside the hotel, please do not call the delivery person directly to your room. Please pick up your delivery in the hotel lobby.
 - (5) Do not move Hotel items to other places without permission or alter the state of your room, facilities or provided items.
 - (6) Do not hang anything from the window of your room that may detract from the appearance of the Hotel.
 - (7) Persons who are not registered guest are prohibited from staying in the Hotel. We request that you do not invite visitors into your room.
 - (8) Do not distribute or display advertising materials in the Hotel without permission from the Hotel. Sales and soliciting are also prohibited.
 - (9) Photographs taken in the Hotel may not be publicized for commercial purposes. Legal action against such content will be taken if necessary.
 - (10) Any other actions determined as disturbing other guests or disturbing the peace of the Hotel.
2. If you receive a warning from the Hotel regarding matters covered in the preceding "Prohibited behavior" section and do not cease the action immediately, you will be refused use of all Hotel facilities.

Prohibition of Hotel use by antisocial groups, etc.

1. We refuse Hotel use by the following organizations and individuals:
 - (1) Members of criminal organizations, groups related to criminal organizations, or people involved with such activities
 - (2) Entities or other groups managed/controlled by criminal organization groups or a member thereof
 - (3) Antisocial organizations, members of antisocial organizations, and those related

- (4) Those engaged in assault, injury, extortion, coercion or similar acts of intimidation and making undue demands
 - (5) People determined to have a diminished capacity or inability to ensure their own safety due to intoxication, which may cause danger or distress to other guests
2. If it is determined that a person meets any of the above criteria, any further use of the Hotel will be prohibited.

Safety Procedures

Check your emergency exits

We take all precautions to ensure your safety, however in the case of emergency you may be required to use an emergency exit. Check the map on the door of your guest room. Before evacuating, wait for instructions from Hotel staff or an emergency broadcast.

In case of fire

If you discover a fire, contact a staff member or call the Hotel reception on a nearby telephone. The Hotel has their own firefighting unit to ensure the safety of our guests, and this unit will conduct initial firefighting and guide guests during evacuation.

You will also be guided in the evacuation by emergency broadcasts.

If there is smoke, keep your body low, cover your mouth with a towel or cloth, and evacuate the building. If the evacuation occurs at night, take your room's emergency flashlight with you and follow the emergency exit signs.

In case of earthquake

You will be guided in the evacuation by emergency broadcasts. If an earthquake occurs, cover your head with a pillow or something protective and wait next to the bed in your room until the earthquake subsides.

If a fire occurs, use the emergency exits or wait in a safe place for help to arrive.

Guest room locks

Guest room doors are auto locking, so please bring your key when you leave the room. When leaving the Hotel to go outside, please leave your room key with Hotel reception before departing.

When inside your room, lock the door with both the deadbolt and the latch. If there is a visitor at the door, confirm their identity through the peephole without opening the latch. Contact the Hotel reception if you are concerned about a suspicious visitor.

If you feel unwell

We will guide you to nearby medical facilities. If the situation is serious, we can arrange an ambulance.

Miscellaneous (other security systems, etc.)

There are security personnel on site at the Hotel 24 hours a day. If you discover a suspicious object or person, contact nearby staff or call the Hotel reception.