

Accommodation terms and conditions (Hakuba Canadian Lodge)

Contract which has been made at the point in time when the said request has been made.

Article 1

Scope of Application

01.01. The Accommodation Contract and related contracts to be concluded between our accommodation and the Guest shall be based on this Contract under the following terms and conditions of our Contract.

Any matter not stipulated in this Contract shall be governed by ordinance and generally established practice.

01.02. When our accommodation has agreed to conclude a Special Contract without conflicting with ordinance and established practice, the said Special Contract shall prevail.

Article 2

Application for an Accommodation Contract

02.01. The Guest who intends to apply to our accommodation for an Accommodation Contract will be required to provide our accommodation with the following particulars:

- (1) Name(s) of Guest(s) to be registered.
- (2) Date(s) scheduled for overnight stay and estimated time of arrival.
- (3) Accommodation charge (according, in principle, to the basic accommodation charges described in the attached Schedule I).
- (4) Other information considered necessary by our accommodation.

02.02. In the case that the Guest has requested, during his/her stay, an extension of an overnight stay beyond the date described in the preceding Paragraph (2) above, our accommodation shall handle his/her request as a new application for an Accommodation

Article 3

Conclusion, etc. of the Accommodation Contract

03.01. The Accommodation Contract shall be considered to have been concluded at the time when our accommodation has accepted the application described in the preceding Article, unless our accommodation has certified that our accommodation has not accepted the said application.

03.02. When the Accommodation Contract has been concluded under the provision of the preceding Paragraph, the Application Money payable for the period scheduled for overnight stay as prescribed by our accommodation shall be paid by the date set by us, up to the maximum amount equal to the basic accommodation charge for 3 days in cases where the period scheduled for overnight stay exceeds 3 days.

03.03. The Application Money shall first be applied to 30% of the final payment of the Accommodation Charge payable, and when the circumstances requiring application of the provisions of Article 6 and Article 18 have arisen, to penalty and then to compensation money in this order. If there is any balance left it will be repaid at the time when the Accommodation Charge is paid as provided in Article 12.

03.04. In the case that the Application Money described in Paragraph 2 of this Article has not been paid by the date set by us as stipulated in the same Paragraph, the Accommodation Contract shall become invalid, but limited only to the case where our accommodation has notified the Guest to that effect at the time when prescribing the day due for payment of the Application Money.

Article 4

Special Contract Requiring Non-Payment of the Application Money

04.01. Notwithstanding the provision of the preceding Article, Paragraph 2, there are cases where our accommodation accept a Special Contract which does not require payment of the Application Money specified in the said Paragraph after the conclusion of the Contract.

04.02. When accepting an application for an Accommodation Contract, in the case that our accommodation fails to request payment of the Application Money specified in the preceding Article, Paragraph 2, and/or in the case that it fails to prescribe the due date for payment of the said Application Money, the Special Contract described in the preceding Paragraph shall be considered to have been accepted.

Article 5

Refusal of the Conclusion of the Accommodation Contract

05.01. The following are cases where our accommodation will not accept the conclusion of the Accommodation Contract:

- (1) When application for accommodation is not based on this Contract.
- (2) When there is no room available due to full occupancy.
- (3) When the Guest seeking accommodation is considered likely to behave in violation of the provisions of the ordinance, public order or good public morals.
- (4) When the Guest seeking accommodation is considered to be corresponding to the following (a) to (c).
 - (a) The law in respect to prevention, etc. against

illegal actions by gang members (1991 Law item 77) stipulated article 2 item 2 (hereinafter referred to as "gang group"), gang member stipulated by the same law article 2 item 6 (hereinafter referred to as "gang member."), gang group semi-regular members or gang member related persons and other antisocial forces.

- (b) When gang group or gang members are associates of corporations or other bodies to control business activities.
- (c) When a corporate body has related persons to gang members.
- (5) When the guest seeking accommodation behaves extremely in a mischievous way against other hotel guests.
- (6) When the Guest seeking accommodation is clearly considered to be a patient with an infectious disease.
- (7) When the guest seeking accommodation, a violent requesting act is carried out, or demanded a burden beyond the reasonable purview.
- (8) When act of God, trouble with facilities, and other unavoidable causes prevent the Guest from staying at our accommodation.

Article 6

The Guest's Right to Cancel the Contract

06.01. The Guest may request our accommodation to cancel the Accommodation Contract.

06.02. In the case that the Guest has cancelled the Accommodation Contract in whole or in part due to causes attributable to him/her (which is the case when our accommodation has requested payment of the Application Money by prescribing the date due for such payment under the provision of Article 3, Paragraph 2, except in the case when the Guest has cancelled the Accommodation Contract prior to such payment), payment of penalty shall be required as specified in the attached Schedule

II, but in the case that our accommodation has accepted a Special Contract described in Article 4, Paragraph 1 this provision shall be applied only to the case where our accommodation has notified the Guest of his/her responsibility to pay a penalty for cancellation of the Contract when accepting the Special Contract.

06.03. In the case that the Guest does not arrive by 11p.m. on the day of an overnight stay without informing our accommodation of a delay (or after the lapse of hours past the scheduled time of arrival if indicated by the Guest beforehand), the Accommodation Contract concerned may be considered to have been cancelled by the Guest and will be handled accordingly.

06.04. In winter, the accommodation fee the guests already have paid will not be refundable by any reasons caused there is no snow fall at the ski resorts or our accommodation will not guarantee to provide free stays to the guests for the reason.

Article 7

The Right of Our accommodation to Cancel the Contract

07.01. The following are cases where our accommodation may cancel the Accommodation Contract:

- (1) When the Guest is considered likely to behave in violation of the provisions of the ordinance, public order or good public morals, or he/she is considered to have behaved in such a manner.
- (2) When the Guest is clearly considered to be corresponding to the following (a) to (c).
 - (a) Gang group, gang group semi-regular members or gang member related persons and other antisocial forces.
 - (b) When a corporate body or other organization where gang groups or gang

members control business activities.

- (c) In a corporate body which has persons relevant to gang member in its board member.
- (3) When the Guest in accommodation behaves extremely in a mischievous way against other hotel guests.
- (4) When the Guest is clearly considered to be a patient with an infectious disease.
- (5) When having accommodation, a violent action is carried out, or demanded a burden beyond reasonable purview.
- (6) When unavoidable causes, such as act of God, etc., prevent the Guest from staying at our accommodation.
- (7) When the provision of Article of the Ordinance (No) issued by Prefecture is applicable.
- (8) When the Guest smokes in bed or vandalizes fire protection facilities, or does not comply with the matters prohibited by our accommodation (limited only to those matters necessary for fire prevention) among the rules of use prescribed by our accommodation.

07.02. In cases where our accommodation has cancelled the Accommodation Contract in accordance with the provision of the preceding Paragraph, charges for accommodation service, etc. which have not yet been offered to the Guest shall not be receivable.

Article 8

Registration of Accommodation

08.01. The Guest will be required to register the following particulars at the front desk of our accommodation:

- (1) Name, age, sex, address and occupation of the Guest.
- (2) Nationality, passport number, place entered and date entered, in the case of a foreign

guest.

(3) Scheduled date and time of departure.

(4) Other particulars considered necessary by our accommodation

08.02. In the case that the Guest intends to pay the charges described in Article 12 by using such means in place of currency as credit card except traveler's checks, accommodation coupons, etc., he/she will be required to show them at the time of registration described in the preceding Paragraph.

Article 9

Time Allowed for Use of the Guest room

09.01. The time allowed for the Guest to use the guest room of our accommodation shall be from 3 p.m. till 10 a.m. of the following morning, except when the Guest stays for more than one night in succession, in which case the Guest may use the guest room all day except the day of arrival and the day of departure.

09.02. Notwithstanding the provision of the preceding Paragraph, our accommodation may not accept the use of the guest room in hours other than those specified in the preceding Paragraph.

Article 10

Compliance of the Rules of Use of the Accommodation

10.01. While staying in our accommodation, the Guest will be required to comply with the Rules of Use posted inside our accommodation as prescribed by us.

Article 11

Business Hours

11.01. The business hours of principal facilities in our accommodation shall be as follows. Details of the service hours of other facilities are explained in the pamphlet provided, displays at major points inside our accommodation, and the service directory provided in each guest

room.

(1) Service Hours of Front Desk, Cashier, etc.:

(a) Reception desk: open hours

(b) Free shuttle: time table etc.

11.02. The service hours described in the preceding Paragraph may be changed temporarily for unavoidable reasons, in which case the Guest will be notified by proper means.

Article 12

Payment of Charges

12.01. The breakdown of the accommodation charge, etc. payable by the Guest shall be as listed in the attached schedule table 1-(1).

12.02. Payment of the accommodation charges, etc. described in the preceding Paragraph shall be made in currency or by other alternative means acceptable by our accommodation, such as credit card etc., at the front desk at the time when the Guest departs from our accommodation or is charged by our accommodation.

12.03. In the case that the Guest has not stayed at our accommodation at his/her discretion even after we have offered the guest room to the Guest and made it available for him/her to use, the accommodation charge will still be charged.

Article 13

Responsibility of Our accommodation

13.01. In the case that we have inflicted damage on the Guest in the course of fulfilling the Accommodation Contract and related Contracts or in breach of these Contracts, we shall compensate for the said damage, unless the said damage has been caused due to a cause not attributable to us.

Article 14

Handling In Case the Guest Room Contracted Is Not Available

14.01. Should the guest room contracted for the Guest under the Accommodation Contract become unavailable for him/her, our accommodation shall try to offer other accommodation facilities under the same conditions as the original Accommodation Contract as far as possible, subject to the consent of the Guest concerned.

14.02. Notwithstanding the provision of the preceding Paragraph, in cases where we are unable to offer other accommodation facilities to the Guest, we shall pay to him/her a compensation charge equivalent to the penalty, which will be applied to the amount of the compensable damage. However, in cases where there is no cause attributable to us for not being able to offer the guest room, we shall not pay the compensation charge.

Article 15

Handling of Checked Articles, etc.

15.01. Our accommodation do not check any money and valuables of guests at reception, so our accommodation shall not compensate for any damages or loss found by guests, unless there is cause attributable to us.

Article 16

Custody of the Baggage or Personal Belongings of the Guest

16.01. When the baggage of the Guest has arrived at our accommodation prior to his/her arrival, our accommodation will keep it subject to our agreement given prior to its arrival, and will hand it to the Guest at the time when he/she checks in at the front desk.

16.02. In the case that the baggage or personal belongings of the Guest are found misplaced

after he/she has checked out, our accommodation shall ask the owner of such items for his/her instructions when the owner has been identified. However, when there are no instructions from the owner or the owner has not been identified, our accommodation shall keep them for 7 days including the day when they have been found, and shall deliver them to a police station near our accommodation after a lapse of 7 days.

16.03. The responsibility of our accommodation regarding the custody of the Guest's baggage or personal belongings in the case of the preceding two Paragraphs shall conform to the provision of the preceding Article, Paragraph 1, in the case of Paragraph 1 of this Article and to the provision of the preceding Article, Paragraph 2, in the case of the preceding Paragraph. 16.02.

Article 17

Responsibility for Parking

17.01. When the Guest uses the parking area of our accommodation, our accommodation only lends the parking area and does not assume responsibility for care and custody of the vehicle parked, regardless of whether or not our accommodation has been asked to keep the key to the vehicle. However, our accommodation shall be liable for compensation if and when the vehicle parked is damaged intentionally or negligently on our side while keeping the parking area under our control.

Article 18

Responsibility of the Guest

18.01. In the case that our accommodation has suffered damage due to the intention or fault of the Guest, the Guest will be required to compensate to our accommodation for the said damage.

Article 19

Table 1 Breakdown of Accommodation Charge
(concerning Article 2-1 and 12-1)

Total amount payable by the customer	Breakdown
	(1) Basic room charge (Room + tax) * In the hotel room included tax
	(2)Extra charge BBQ set generation Rentals Camping stoves, etc.

- Note 1 Basic charge depends on the fee schedule posted on the Web.
- 2 For children under 6 years do not require bedding hotel rates and the target not.

Table 2 Penalty (concerning Article 6-2)for Hotels

Receipt of notice of termination	No show	On the day of	The day before	2days-3days ago	4days-14 days ago
Percent age of penalty	100 %	100 %	100 %	70 %	30 %

- (Note) 1 % is the rate of cancellation charge to the basic accommodation charges.
2. If the number of days contracted is shortened, the reduced number of days regardless, 1 day- (day) of the refund penalty.

Article 20

In the case of own injuries or own accidents by the quests in our accommodation.

Our accommodation will not guarantee to compensate the costs of any medical treatments or will not take any other responsibilities including any damages by wild animals or insects for the quests.