
Bay Resort Hotel

Accommodation Contract

(General Terms and Conditions)

Article 1 - Scope of Application

- 01.01. The Accommodation Contract and related contracts to be concluded between our Hotel 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 Hotel 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 Hotel for an Accommodation Contract will be required to provide our Hotel 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 Hotel.
- 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 Hotel shall handle his/her request as a new application for an Accommodation Contract which has been made at the point in time when the said request has been made.

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 Hotel has accepted the application described in the preceding Article, unless our Hotel has certified that our Hotel 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 Hotel 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 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 Hotel 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 Hotel 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 Hotel 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 Hotel 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 Hotel.
 - (9) When the provision of Article 11 of the Ordinance for Hotel and Ryokan Management issued by Kagawa Prefecture is applicable.

Article 6 - The Guest's Right to Cancel the Contract

- 06.01. The Guest may request our Hotel 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 Hotel 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 Hotel has accepted a Special Contract described in Article 4, Paragraph 1 this provision shall be applied only to the case where our Hotel 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 8p.m. on the day of an overnight stay without informing our Hotel of a delay (or after the lapse of 2 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.

Article 7 - The Right of Our Hotel to Cancel the Contract

- 07.01. The following are cases where our Hotel 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 Hotel.
 - (7) When the provision of Article 11 of the Ordinance for Hotel and Ryokan Management issued by Kagawa 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 Hotel (limited only to those matters necessary for fire prevention) among the rules of use prescribed by our Hotel.
- 07.02. In cases where our Hotel 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 Hotel.
- (1) Name, age, sex, address, contact number and car registration number 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 Hotel.
- 08.02. For the Group we may exempt the requirement of the preceding Paragraph at the time of registration, when notified of the above particulars beforehand.
- 08.03. We will comply with the Law and the Personal Information Manual set by our Hotel in handling the registered information. However in case that we conclude that it is necessary for our Hotel to provide the part of the information to the other institutions for the benefit of the guest in carrying out accommodation service, we may do so.
- 08.04. In the case that the Guest intends to pay the charges described in Article 12 by using such means in place of currency as traveler's checks, accommodation coupons, credit card, 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 for our Hotel shall be from 3p.m. till 10a.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.
- (1) Up to 2 hours in excess of the prescribed hours, 25% of the room charge
 - (2) Up to 5 hours in excess of the prescribed hours, 50% of the room charge
 - (3) 5 hours or more in excess of the prescribed hours, Full amount equal to the room charge

Article 10 - Compliance of the Rules of Use of the Hotel

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

Article 11 - Business Hours

- 11.01.
- (1)
 - (a) Curfew 24:00
 - (b) Front desk 7:00 ~ 24:00
 - (c) Pick up service between our Hotel and the ports in Shodoshima 8:30 ~ 18:00
 - (2) Restaurants service hours
 - (a) Breakfast 7:00 ~ 9:00
 - (b) Lunch 11:30 ~ 14:00
 - (c) Dinner 18:00 ~ 21:00
 - (3) Banquet Hall service hours
 - (a) Lunch 11:30 ~ 14:00

- (b) Dinner 18:00 ~ 22:00
- (4) Service Hours of Ancillary Facilities [Prior booking is required]
 - (a) Olive Beauty & Massage Salon 16:00 ~ 24:00 [Last reception 23:00]
 - (b) Private Open-air Bath 10:00 ~ 24:00 [Last reception 23:00]
- 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.
- 11.03. The additional charge will be required for the extended use of some of our facilities.

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 I.
- 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 Hotel, such as traveler's check, accommodation coupon, credit card, etc., at the front desk at the time when the Guest departs from our Hotel or is charged by our Hotel.
- 12.03. In the case that the period scheduled for overnight stay exceeds 3 days, the Guest is required to follow the provision of the preceding Paragraph every 3 days.
- 12.04. In the case that the Guest has not stayed at our Hotel 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 Hotel

- 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.
- 13.02. Our Hotel is covered by the Hotel liability insurance to cope with emergencies in the case of fire, etc.

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 Hotel 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.
- 14.03. In the case that the guest room contracted is not available due to force majeure and not due to the negligence on our part, the provision of the preceding Article is not applicable.

Article 15 - Handling of Checked Articles, etc.

- 15.01. When the articles, cash and/or valuables checked by the Guest at the front desk have been lost or damaged, our Hotel shall compensate for the damage, unless the loss or damage has been caused by force de majeure. However, in the case of cash and valuables, we shall do so only when the Guest has clearly reported the kind and value of such cash and valuables at our request. Otherwise we shall compensate for the damage up to the maximum amount of 150,000 yen.
- 15.02. When the Guest has brought into our Hotel articles, cash and/or valuables but has not checked them at the front desk, we shall compensate for the loss or damage inflicted on them if caused intentionally or negligently on our part, except when the Guest has not clearly reported to us beforehand the kind and value of such items lost or damaged, in which case we shall compensate for the loss or damage up to the maximum amount of 150,000 yen unless we are intentionally or negligently responsible for such loss or damage.

Article 16 - Custody of the Baggage or Personal Belongings of the Guest

- 16.01. When the baggage of the Guest has arrived at our Hotel prior to his/her arrival, our Hotel 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. For the baggage in the preceding Article, when the Guest hasn't clearly reported the contents of the baggage our hotel doesn't assume responsibility.
- 16.03. For the baggage in the preceding Paragraph 1 and 2, we shall not accept the custody of the below.
 - 1, The goods that are not accepted by Courier
 - 2, The perishables
 - 3, The flammables
 - 4, Other goods that the Law require strict custody
- 16.04. In the case that the baggage or personal belongings of the Guest are found misplaced after he/she has checked out, our Hotel 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 Hotel shall keep them for 7 days including the day when they have been found, and shall deliver them to a police station near our Hotel after a lapse of 7 days.
- 16.05. The responsibility of our Hotel 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 Hotel, our Hotel only lends the parking area and does not assume responsibility for care and custody of the vehicle parked, regardless of whether or not our Hotel has been asked to keep the key to the vehicle. However, our Hotel 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.

17.02. In the case of accident or trouble among the guests in our parking area, it should be resolved among the guests. Our hotel shall not be involved in the settlement of the issue.

Article 18 - Responsibility of the Guest

- 18.01. In the case that our Hotel has suffered damage due to the intention or fault of the Guest, the Guest will be required to compensate to our Hotel for the said damage.
- 18.02. In the case that the Guest causes the damage to other guests or the employees of our hotel in violation of the Laws and Regulations of Japan or that of Municipal Ordinances, we shall report the Guest to the relevant authorities if necessary.
- 18.03. The preceding Paragraph equally applies to the Guest of our Restaurants and other facilities.

Article 19 In case that the Guest deceases during his/her stay in our hotel except by injury, we shall conform to the provision of the Regulation of Solatium for the guest.

Article 20

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

		Breakdown
Total amount to be paid by a guest	Accommodation charge	(1) Basic accommodation charge (Room charge or Room charge plus meal & beverage charge such as for breakfast) (2) Service charge [(1) x10 %]
	Additional charge	(3) Additional food and beverage charge (except for those included in (1)) (4) Service charge [(3) x10 %]
	Tax	a. Consumption tax b. Bath tax (at hot spring resorts only)

Remarks:

- 1 The basic accommodation charge is based on the table of charges set by our Hotel.
- 2 The charge for an elementary school child or younger is as follows:
 - If a child takes meals and uses bedding on the same basis as an adult: 70% of the adult's charge
 - If a child takes special meals and uses bedding for children: 50% of the adult's charge
 - If a child only uses bedding: 30% of the adult's charge
 - If a child is between 3-6 years old: only the facility usage charge
 - If a child is under 2 years old: exempted from the facility usage charge

Table 2 Penalty (concerning Article6-2)

Number of Guests Subscribed Number of Rooms Subscribed	Day When Cancellation Notice Received	No Show	Accommodation Day	1Day Prior	2Day Prior	3Day Prior	5Day Prior	6Day Prior	7Day Prior	8Day Prior	14Day Prior	15Day Prior	20Day Prior	30Day Prior
				To A Day	To A Day	To A Day	To A Day	To A Day	To A Day	To A Day	To A Day	To A Day	To A Day	To A Day
1 ~4 persons 1 ~4 rooms		100	100	50	30	30								
				%	%	%	%	%	%	%	%	%	%	%
15 ~30 persons 5 ~10 rooms		100	100	50	30	30	30	10	10					
				%	%	%	%	%	%	%	%	%	%	%
31 ~100 persons 11 ~30 rooms		100	100	80	50	30	30	20	10	10				
				%	%	%	%	%	%	%	%	%	%	%
101 persons or more 31 rooms or more		100	100	80	50	50	30	30	30	15	15	10	10	10
				%	%	%	%	%	%	%	%	%	%	%

Note:

- 1. The percentage is the percentage of the Penalty against the Basic Accommodation Charge.
- 2. Penalty is applied according to the higher number of the guests and rooms subscribed.
- 3. In the case that the number of days for accommodation has been reduced, Penalty for One Day (first day) shall be charged.
- 4. In the case that the Accommodation Contract has been cancelled for a part of the Group (consisting of 15 members or more) the Penalty shall not be charged for the number of the Group members equal to 10%(a fraction to be evened up) of the total number of the Group members booked for accommodation as of 10 days prior to the first day of occupancy (or the day when the Accommodation Contract has been accepted in less than 10 days prior to the first day of occupancy).