# The provision for staying at International Guesthouse AZURE

# Article 1

Contracts for Accommodation and related agreements to be entered into between this guesthouse and the Guest to be accommodated shall be subject to these Terms and Conditions. And any particulars not provided for herein shall be governed by laws and regulations and/or generally accepted practices.

2 In the case when the guesthouse has entered into a special contract with the Guest insofar as such special contract does not violate laws and regulations and generally accepted practices, notwithstanding the preceding Paragraph, the special contract shall take precedence over the provisions of these Terms and Conditions.(Application for Accommodation Contracts)

### Article 2

A Guest who intends to make an application for an Accommodation Contract with the guesthouse shall notify the guesthouse 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 the Basic Accommodation Charges listed in the attached Table No.1); and
- (4) Other particulars deemed necessary by the guesthouse.
- 2 In the case where, the Guest requests during his stay, extension of the accommodation beyond the date in Subparagraph (2) of the preceding Paragraph, it shall be regarded as an application for a new Accommodation Contract at the time such request is made. (Conclusion of Accommodation Contracts, etc)

#### Article 3

A contract for Accommodation shall be deemed to have been concluded when the guesthouse has duly accepted the application as stipulated in the preceding Article.

However, the same shall not apply when it has been proved that the guesthouse has not accepted the application.

- 2 When a Contract for Accommodation has been concluded in accordance with the provisions of the preceding Paragraph, the Guest is requested to pay an accommodation deposit fixed by the guesthouse 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 guesthouse.
- 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 the reparations under Article 18 if applicable, and the remainder, if any, shall be refunded at the time of the payment of the Accommodation Charges as stated in Article 12.

4 When the Guest has failed to pay the deposit by the date as stipulated in Paragraph2 the guesthouse shall treat the Accommodation Contract as invalid. However, the same shall apply only in the case when the Guest is thus informed by the guesthouse 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 guesthouse 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 guesthouse has not requested the payment of the deposit as stipulated in Paragraph2 of the preceding Article and/or has not specified the date of the payment of the deposit at the time the application for an Accommodation Contract has been accepted, it shall be construed as that the guesthouse has accepted a special contract prescribed in the preceding Paragraph. (Refusal of Accommodation Contracts)

### Article 5

The guesthouse may not accept the conclusion of an Accommodation Contract under any of the following cases:

- When the application for accommodation does not conform with the provisions of these Terms and Conditions;
- (2) When the guesthouse is fully booked and no room is available;
- (3) When the Guest seeking accommodation is deemed liable to conduct himself in a manner that will contravene the laws or act against the public order or good morals in regard to his accommodation:
- (4) When the Guest seeking accommodation can be clearly detected as carrying an infectious disease:
- (5) When the guesthouse is requested to assume an unreasonable burden in regard to his accommodation;
- (6) When the guesthouse is unable to provide accommodation due to natural calamities, dysfunctions of the facilities and or other unavoidable causes; or
- (7) When the provisions of Article (No.16) of Chiba Prefecture Ordinance are applicable.(Right to Cancel Accommodation Contracts by the Guest)

# Article 6

The Guest is entitled to cancel the Accommodation Contract by so notifying the guesthouse.

2 In the case when 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 guesthouse has requested the payment of the deposit during the specified period as prescribed in Paragraph 2 of Article 3 and the Guest has cancelled before the 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 I of Article 4 has been concluded, the same shall apply only when the Guest is informed of the obligation of the payment of the cancellation charges in case of cancellation by the Guest.

4 In the case when the Guest does not appear by 11 p.m. of the accommodation date (hours after the expected time of arrival if the guesthouse is notified of it) without an advance notice, the guesthouse may regard the Accommodation Contract as being cancelled by the Guest. (Right to Cancel Accommodation Contracts by the guesthouse)

## Article 7

The guesthouse may cancel the Accommodation Contract under any of the following cases:

- (1) When the Guest is deemed liable to conduct and/or have conducted himself in a manner that will contravene the laws or act against the public order or good, morals in regard to his accommodation;
- (2) When the Guest can be clearly detected as carrying an infectious disease;
- (3) When the guesthouse is requested to assume an unreasonable burden in regard to his accommodation;
- (4) When the guesthouse is unable to provide accommodation due to natural calamities and/or other causes of force majors;
- (5) When the provisions of Article (No.16) of Chiba Prefecture Ordinance are applicable.
- (6) When the Guest does not observe prohibited actions such as smoking in the Bldg, mischief to the firefighting facilities and other prohibitions of the Use Regulations stipulated by the guesthouse (restricted to particulars deemed necessary in order to avoid the causing of fires)
- 2 In the case when the guesthouse has cancelled the Accommodation Contract in accordance with the preceding Paragraph, the guesthouse shall not be entitled to charge the Guest for any of the services in the future during the contractual period which he has not received.(Registration)

### Article 8

The Guest shall register the following particulars at the front desk of the guesthouse on the day of accommodation:

- (1) Name, dates of birth, sex, address and occupation of the Guest (s);
- (2) For non Japanese: nationality, passport number, port and date of entry in Japan;
- (3) Date and estimated time of departure
- (4) Other particulars deemed necessary by the guesthouse.
- 2 In the case when the Guest intends to pay his Accommodation Charges prescribed in Article 12 by any means other than Japanese currency Yen, US \$ and Euro currency, shall be shown in advance at the time of the registration prescribed in the preceding Paragraph.(Occupancy

### Article 9

The Guest is entitled to occupy the contracted guest room of the guesthouse from 3p.m.to 10a.m.the next morning. However, in the case when the Guest is accommodated continuously, the Guest may occupy it all day long, except for the days of arrival and departure.

2 The guesthouse may not withstand the provisions prescribed in the preceding Paragraph permit the Guest to occupy the bed beyond the time prescribed in the same Paragraph. In this case, extra charges shall be paid as follows:

## Article 10

The Guest shall observe the Use Regulations established by the guesthouse, which are posted within the premises of the guesthouse.(Business Hours)

### Article 11

The business hours of the main facilities, etc. of the guesthouse is as follows, and those of other facilities, etc. shall be notified in detail by brochures as provided, notices displayed in each place, service directories in guest rooms and others.

- (1) Service hours of front desk.
- A. Door Closed at 12:00 am
- B. Front service 7:00 am to 10:00 pm expect for 11:00 am to 3:00 pm Common room 7:00 am to 12:00 am
- (3) Service hours of auxiliary facilities.
- 2 The business hours specified in the preceding Paragraph are subject to temporary changes due to unavoidable causes of the guesthouse. In such a case, the Guest shall be informed by appropriate means. (Payment of Accommodation Charges)

#### Article 12

The breakdown of the 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 with Japanese currency or credit cards recognized by the guesthouse at the front desk at the time of the departure of the Guest or upon request by the guesthouse.
- 3 Accommodation Charges shall be paid even if the Guest voluntarily does not utilize the accommodation facilities which have been provided for him by the guesthouse and are at his disposal. (Liabilities of the guesthouse)

### Article 13

The guesthouse shall compensate the Guest for the damage if the guesthouse has caused such damage to the Guest in the fulfillment or the no fulfillment of the Accommodation Contract and/or related agreements. However, the same shall not apply in cases when such damage has been caused due to reasons for which the guesthouse is not liable.

2 Even though the guesthouse has received the Certification at Excellence of Fire Prevention Standard issued by the fire station, furthermore, the guesthouse is covered by the guesthouse Liability. Insurance for dealing with unexpected fire and/or other disasters. (Handling When Unable to Provide Contracted Rooms)

### Article 14

The guesthouse shall, when unable to provide contracted rooms arrange accommodation of the same standard else where for the Guest insofar as practicable with the consent of the Guest.

2 When arrangement of other accommodation can not be made notwithstanding the provisions of the preceding Paragraph, the guesthouse pays the Guest a compensation fee equivalent to the cancellation charges and the compensation fee shall be applied to the reparations. However, when the guesthouse cannot provide accommodation due to the causes for which the guesthouse is not liable. The guesthouse shall not compensate the Guest.(Handling of Deposited Articles)

### Article 15

The guesthouse shall compensate the Guest for the damage when loss, breakage or other damage is caused to the goods, cash or valuables deposited at the front desk by the Guest, except in the case when this has occurred due to causes of force major. However, for cash and valuables, when the guesthouse has requested the Guest to report its kind and value but the Guest has failed to do so, the guesthouse shall compensate the Guest within the limit of 5000 yen.

2 The guesthouse shall compensate the Guest for the damage when loss, breakage or other damage is caused, through intention or negligence on the part of the guesthouse, to the goods, cash or valuables which are brought into the premises of the guesthouse by the Guest but are not deposited at the front desk. However, for articles of which the kind and value have not been reported in advance by the Guest, except in case of the damage caused through intention or gross negligence on the part of the guesthouse, the guesthouse shall compensate the Guest within the limit of 5000 yen. (Custody of Baggage and/or Belongings of the Guest)

### Article 16

When the baggage of the Guest is brought into the guesthouse before his arrival, the guesthouse shall be liable to keep it only in the case when such a request has been accepted by the guesthouse.

The baggage shall be handed over to the Guest at the front desk at the time of his check-in.

- 2 When the baggage or belongings of the Guest is found left after his check-out, and the ownership of the article is confirmed, the guesthouse shall inform the owner of the article left and ask for further instructions. When no instruction is given to the guesthouse by the owner or when the ownership is not confirmed, the guesthouse shall keep the article for 7 days including the day it is found, and after this period, the guesthouse shall turn it over to the nearest police station.
- 3 The guesthouse's liability in regard to the custody of the Guest's baggage and belongings in the case of the preceding two Paragraphs shall be assumed in accordance with the provisions of Paragraph I of the preceding Article in the case of Paragraph I, 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 guesthouse 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 guesthouse, as it shall be regarded that the guesthouse simply offers the space for parking, whether the key of the vehicle has been deposited with the guesthouse or not. However, the guesthouse shall compensate the Guest for the damage caused through intention or negligence on the part or the guesthouse in regard to the management of the parking lot. (Liability of the Guest)

### Article 18

The Guest shall compensate the guesthouse for the damage caused through intention or negligence on the part at the Guest.

- Basic Accommodation Charge is based on the tariffs. which are posted of the front desk and in guest rooms.
- 2. A child's charge is the same as adult.

Attached Table No1. Contents

Total Amount to be paid by the Guest Accommodation Charges

(1) Basic Accommodation Charge: (bed Charge)

The rate of cancellation charge to the Basic Accommodation Charges.

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

Date Cancellation of Contract is Notified No Show Accommodation and the date the guest check-in: 100%, and within 2 days(Japan time) to check-in: 100%

\*\*No refundable the charge once the guests paid in advance with any reasons

All about details are based on our original Japanese provision.