

Article 1 (Scope of Application)

1. Contracts for accommodation (hereinafter, "Accommodation Contracts") and related agreements to be entered into between CYPRESS GARDEN HOTEL Co., Ltd. (hereinafter, "the Hotel") and a guest to be accommodated (hereinafter, "Guests") shall be subject to these Terms and Conditions. Any matters not provided for herein shall be governed by laws and regulations and/or generally accepted practices.
2. Notwithstanding the provisions of the preceding paragraph, in the case when the Hotel enters into a special contract with the Guest insofar as such special contract does not violate laws and regulations and generally accepted practices, the special contract shall take precedence over the provisions of these Terms and Conditions.

Article 2 (Application for Accommodation Contract)

1. A person who intends to make an application for an Accommodation Contract with the Hotel shall notify the Hotel of the following particulars:
 - (a) Name(s) of the person(s) to be accommodated and telephone number;
 - (b) Date of accommodation and estimated time of arrival;
 - (c) Accommodation charges (based, in principle, on the Basic Accommodation Charges listed in the Attached Table); and
 - (d) Other particulars deemed necessary by the Hotel.
2. In the case when the Guest requests, during his/her stay, extension of the accommodation beyond the date in item (2) of the preceding paragraph, it shall be regarded as an application for a new Accommodation Contract at the time such request is made.

Article 3 (Conclusion of Accommodation Contract, etc.)

1. An Accommodation Contract shall be deemed to have been concluded when the Hotel has duly accepted the application as stipulated in the preceding Article, and these Terms and Conditions shall be deemed to be the terms and conditions of such Contract for Accommodation and become applicable as such. In the case of an application for accommodation made via the Internet, the accommodation shall also be subject to the terms of service provided for on the relevant reservation Website in addition to these Terms and Conditions; provided, however, that it is proved that the person has not accepted the application.
2. Upon the conclusion of an Accommodation Contract in accordance with the provisions of the preceding paragraph, the Guest shall pay an accommodation deposit fixed by the Hotel within the limits of Basic Accommodation Charges covering the Guest's entire period of stay (three days where the period of stay exceeds three days) by the date specified by the Hotel.
3. The accommodation deposit shall first be used to pay the total accommodation charges payable by the Guest. Then, in the event of any situation that falls under any of the items of Articles 6 and 18, the accommodation deposit shall be used to pay the cancellation charge and the reparation, in this order. The remainder, if any, shall be refunded at the time of the payment of the accommodation charges as stated in Article 12.
4. If the Guest fails to pay the accommodation deposit by the date specified by the Hotel under the provisions of paragraph 2 above, the Accommodation Contract for the Guest shall become invalid; provided, however, that the foregoing shall apply only if the Guest was thus informed by the Hotel at the time when the Hotel specified the payment date for the accommodation deposit.

Article 4 (Special Contract Requiring No Accommodation Deposit)

1. Notwithstanding the provisions of paragraph 2 of the preceding Article, the Hotel may consent to a special contract that relieves the Guest from the payment of the accommodation deposit otherwise required after the conclusion of the Accommodation Contract.
2. In cases where the Hotel fails, at the time of accepting an application for an Accommodation Contract, to request the payment of the accommodation deposit under paragraph 2 of the preceding Article or specify the payment date for the accommodation deposit, the Hotel shall treat such cases as if it accepted a special contract under the preceding paragraph.

Article 4-2 (Request for Cooperation in Infection Prevention Measures at Facilities)

1. The Hotel shall comply with the Hotel Business Act (Act No. 23 of Showa) to the person who intends to stay at the hotel. No. 138) You can ask for cooperation pursuant to the provisions of Article 4-2, Paragraph 1.

Article 5 (Refusal of Accommodation Contract)

1. Under any of the following causes, the Hotel may not consent to entering into an Accommodation Contract or may refuse accommodation after the conclusion of an Accommodation Contract:
 - (a) The application for accommodation has not been made in conformance with these Terms and Conditions;
 - (b) The Hotel is fully booked and no room is available;
 - (c) The person seeking accommodation is deemed liable to commit an act against laws, the public order or good morals in connection with his/her accommodation;
 - (d) When the person who intends to stay at the hotel is recognized as falling under the following (a) to (d):
 - (a) Act on Prevention of Unjust Acts by Organized Crime Group Members (Act No. 77 of Heisei 3) Organized crime groups stipulated in Article 2, Item 2 (hereinafter referred to as "organized crime groups"). ; Article Members of organized crime groups stipulated in Article 2, Item 6 (hereinafter referred to as "organized crime group members"). ; gangsters. Associate members, members of organized crime groups, and other antisocial forces.
 - (b) A person equivalent to the preceding item, or an organization that the hotel deems to be a person listed in the preceding item, or Organizations or organizations that use fraud or intimidation, or are otherwise involved with any of these organizations. When you think you are.
 - (c) A corporation or other organization whose business activities are controlled by an organized crime group or a member of an organized crime group. When, in addition, when it is considered that the person is involved in a similar group or organization.
 - (d) A corporation whose officers are members of organized crime groups.
 - (e) When a criminal offender is arranged, arrested, arrested, prosecuted, or convicted, Assault, injury, coercion, intimidation, extortion, fraud, and similar acts When.
 - (f) When there is a problem such as delay in payment to the hotel in the past.
 - (g) When there are other reasons equivalent to the above (a-f).
2. The person who intends to stay at the hotel behaves in a way that causes significant inconvenience to other guests.
3. The person who intends to stay at the hotel is stipulated in Article 4-2, Paragraph 1, Item 2 of the Hotel Business Act Patients with specified infectious diseases (hereinafter referred to as "patients with specified infectious diseases, etc.") When it is.
4. Violent demands are made in relation to accommodation, or unreasonable burdens are placed on the accommodation. When asked to do so (elimination of discrimination on the grounds of disability of the person who intends to stay) Act on Promotion (Act No. 25 of Heisei 3) Hereinafter referred to as the "Act on the Elimination of Discrimination against Persons with Disabilities" Stay. Elimination of social barriers pursuant to the provisions of Article 7, Paragraph 2 or Article 8, Paragraph 2. Except when requested.)
5. The person who intends to stay at the hotel will be burdened with the burden of doing so, and significantly impede the provision of accommodation services to other guests. Requests that may be made as stipulated in Article 5-6 of the Ordinance for Enforcement of the Hotel Business Act When repeated.
6. You may not be able to stay due to natural disasters, malfunctions of facilities, or other unavoidable reasons.
7. When the person seeking accommodation is in a state of intoxication, extremely abnormal behavior or behavior, when it is recognized that there is a risk of causing a risk to other guests, or when the person seeking accommodation behaves in a manner that causes trouble to other guests. Or if it falls under a prefectural ordinance.
8. Because the person who intends to stay has a remarkably filthy body or clothing, when it is deemed that there is a risk of causing inconvenience to other guests.
9. In accordance with the provisions of Article 5 of the Hotel Business Act and Article 5 of the Ordinance for Enforcement of the Nagoya City Hotel Business Law When applicable.

Article 5-2 (Explanation of refusal to conclude an accommodation contract)

1. If the accommodation contract is not concluded based on the accommodation contract, the person who intends to stay at the hotel may ask the hotel for the reason.

Article 6 (The Guest's Right to Cancel Accommodation Contract)

1. The Guest is entitled to cancel the Accommodation Contract by notifying the Hotel.
2. In the case when the Guest has cancelled the Accommodation Contract in whole or in part due to any reason attributable to the Guest (except where the Hotel has requested the payment of the accommodation deposit by specifying the payment date as prescribed in paragraph 2 of Article 3 hereof and has cancelled the Accommodation Contract after the payment thereof), the Guest shall pay the applicable cancellation charge listed in Attached Table No. 2. However, in the case when the Hotel has entered into a special contract under paragraph 1 of Article 4, the foregoing shall apply only if the Guest has been informed of the obligation to pay a cancellation charge in case of cancellation of the Accommodation Contract by the Guest.
3. If the Guest fails to arrive without notice by 10 p.m. on the accommodation date (or within 2 hours after the time of arrival if the Hotel is expressly notified thereof in advance), the Hotel may regard and handle the Accommodation Contract as being cancelled by the Guest.

Article 7 (The Hotel's Right to Cancel Accommodation Contract)

1. The Hotel may cancel the Accommodation Contract in the following cases: provided, however, that this paragraph shall apply to cases other than those listed in Article 5 of the Hotel Business Act. This does not mean that you may refuse to stay at the same time.
 - (a) The Guest is deemed liable to commit, or is found to have committed, an act against laws, the public order or good morals in connection with his/her accommodation;
 - (b) The Guest fails to pay or delays in paying the accommodation and other charges to the Hotel;
 - (c) The Guest is found to have made a false application at the time of entering into an Accommodation Contract.
 - (d) When the person who intends to stay at the hotel is recognized as falling under the following (a) to (d):
 - (a) Act on Prevention of Unjust Acts by Organized Crime Group Members (Act No. 77 of Heisei 3) Organized crime groups stipulated in Article 2, Item 2 (hereinafter referred to as "organized crime groups"). ; Article Members of organized crime groups stipulated in Article 2, Item 6 (hereinafter referred to as "organized crime group members"). ; gangsters. Associate members, members of organized crime groups, and other antisocial forces.
 - (b) A person equivalent to the preceding item, or an organization that the hotel deems to be a person listed in the preceding item, or Organizations or organizations that use fraud or intimidation, or are otherwise involved with any of these organizations. When you think you are.
 - (c) A corporation or other organization whose business activities are controlled by an organized crime group or a member of an organized crime group. When, in addition, when it is considered that the person is involved in a similar group or organization.
 - (d) A corporation whose officers are members of organized crime groups.
 - (e) When a criminal offender is arranged, arrested, arrested, prosecuted, or convicted, Assault, injury, coercion, intimidation, extortion, fraud, and similar acts When.
 - (f) When there are other reasons equivalent to the above (a-e).
 - (e) There is a cause equivalent to items (2) through (4);
 - (f) The Guest is obviously found to be carrying an infectious disease;
 - (g) The Guest has made violent demands against or requested the Hotel or an employee of the Hotel to assume an unreasonable burden;
 - (h) When violent demands are made or unreasonable burdens are imposed in relation to accommodation. Except in cases where the Guest requests the removal of social barriers pursuant to the provisions of Article 7, Paragraph 2 or Article 8, Paragraph 2 of the Act on the Elimination of Discrimination against Persons with Disabilities.
 - (i) The guest who stays at the hotel is overburdened by the implementation of the burden. Possibility of significantly impeding the provision of accommodation services to other guests. When a request is repeated as stipulated in Article 5-6 of the Ordinance for Enforcement of the Hotel Business Act.
 - (j) When the Hotel is unable to provide accommodation due to reasons caused by force majeure such as natural disasters.
 - (k) The guest is drunk or has a remarkably abnormal behavior that causes inconvenience to other guests. When it is recognized that there is a risk of harm, or when it causes significant inconvenience to other guests. When you say or do something, or when you fall under the provisions of other prefectural ordinances.
 - (l) The Guest does not abstain from prohibited acts such as smoking in bed, tampering with the fire-fighting facilities and other prohibitions of the Use Regulations stipulated by the Hotel (restricted to particulars deemed necessary to prevent fires); or
 - (m) In accordance with the provisions of Article 5 of the Hotel Business Act and Article 5 of the Nagoya City Hotel Business Law Enforcement Ordinance When applicable.
2. In the event of the cancellation of the Accommodation Contract by the Hotel in accordance with any of the provisions of the preceding paragraph, the Hotel shall not be entitled to charge the Guest for the accommodation and other services yet to be received.
3. In the event of the cancellation of the Accommodation Contract by the Hotel in accordance with any of the provisions of the preceding paragraph, the Hotel shall assume no liability whatsoever for any compensation therefor.

Article 8 (Registration for Accommodation)

1. The Guest shall register the following particulars on the day of accommodation:
 - (a) Name, address, telephone number (including contact information);
 - (b) In the case of a non-Japanese Guest, nationality, passport number, port of entry and date of entry;
 - (c) Other particulars deemed necessary by the Hotel.
2. If the Guest intends to pay charges under Article 12 using a means that can be used in place of Japanese yen, such as accommodation coupons and credit cards, these credentials shall be shown in advance at the time of the registration prescribed in the preceding paragraph.

Article 9 (Occupancy Hours of Guest Room)

1. The Guest is entitled to occupy the contracted guest room of the Hotel from 2 p.m. to 11 a.m. on the following day. However, in the case of consecutive stays, except for the days of arrival and departure, it can be used throughout the day.
2. Notwithstanding the provisions prescribed in the preceding paragraph, the Hotel may permit the Guest to occupy the room beyond the time prescribed in the same paragraph. In this case, we will charge an additional fee for the extended hours specified by us.

Article 10 (Observance of Use Regulations)

1. The Guest shall observe the Use Regulations established by the Hotel, which are posted within the premises of the Hotel.

Article 11 (Business Hours)

1. The business hours of the main facilities of the hotel are as follows, and details of other facilities, etc. Business hours are on the website, furnished pamphlets, notices in various places, and in-room inns We will guide you by formation, etc.
 - (a) Reception and cashier service hours:
 - (a) Curfew, Main entrance 24 hours
 - (b) Front 24 hours
 - (c) Cashier 24 hours
 - (b) Food and beverage service hours: Restaurant "Verger"
 - (a) Breakfast 7 a.m. ~ 10a.m.
 - (b) Lunch 11:30 a.m. ~ 2p.m.
 - (c) Dinner 5:30 p.m. ~ 9p.m.
2. The business hours specified in the preceding paragraph are subject to temporary changes due to unavoidable causes on the part of the Hotel. In such a case, the Guest shall be informed by appropriate means.

Article 12 (Payment of Accommodation Charges)

1. The breakdown of the accommodation charges, etc. that the Guest shall pay is as listed in Attached Table No. 1.
2. Accommodation charges, etc. as stated in the preceding paragraph shall be paid with Japanese currency or by any alternative means other than Japanese currency, such as accommodation coupons or credit cards, at the front desk upon request by the Hotel.
3. Even if the guest does not voluntarily stay at the hotel after the hotel has provided and made the room available to the guest, payment of the accommodation fee is required.

Article 13 (Liabilities of the Hotel)

1. The Hotel shall compensate the Guest for the damage caused by the Hotel in the course of fulfilling or due to the failure to fulfill the Accommodation Contract provided, however, that the same shall not apply in cases where such damage has been caused due to reasons not attributable to the Hotel.
2. In addition to striving to improve disaster prevention facilities, the Hotel shall, in order to deal with fires, etc., We have ryokan liability insurance.

Article 14 (Procedure When Unable to Provide Contracted Room)

1. When unable to provide a contracted room, the Hotel shall arrange accommodation of the same standard elsewhere for the Guest under the same terms and conditions insofar as practicable with the consent of the Guest.
2. If arrangement of other accommodation cannot be made notwithstanding the provisions of the preceding paragraph, the Hotel shall pay the accommodation charges, etc. as stipulated in the preceding paragraph and the compensation charge shall be applied to the reparations, provided, however, that the Hotel shall pay no compensation charge on the grounds of the inability of the Hotel to provide accommodation for reasons not attributable to the Hotel.

Article 15 (Handling of Deposited Articles, etc.)

1. The Hotel shall compensate the Guest for the loss, breakage or other damage caused to goods, cash, securities or other high-value articles (including valuables) deposited at the front desk by the Guest, unless due to force majeure. However, in regard to cash, securities or other high-value articles (including valuables), in the case when the Hotel has requested the Guest to declare the kind and value thereof but the Guest has failed to do so, the compensation to be paid by the Hotel shall be limited to the maximum amount of 150,000 yen.
2. The Hotel shall compensate the Hotel for any loss, breakage, or other damage caused by the intention or negligence of the Hotel with respect to goods, cash or valuables brought into the premises of the Hotel that were not deposited at the front desk. However, in the case of items for which the Guest has not notified the time and value in advance, the Guest shall be compensated for damages up to a maximum of 150,000 yen, except in cases of willful misconduct or gross negligence on the part of the Hotel.

Article 16 (Custody of Baggage and/or Belongings of the Guest)

1. When the baggage of the Guest is brought into the Hotel before his/her arrival, the Hotel shall be liable to keep it only if the Hotel has accepted a request from the Guest to do so before his/her arrival. 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 left behind after his/her check-out, the Hotel shall, in principle, wait until an inquiry is made from the owner of the same and, when made, seek instructions from the owner. In the case when the article left behind is a piece of valuables, and if no instruction is given by the owner, the Hotel shall turn the article over to the nearest police station within seven days, including the day on which it was found. Other articles shall be disposed of after a lapse of three months. When food and drink, or garments and other articles that are found to have been left behind, they shall be disposed of on the same day.
3. The Hotel's liability in regard to the custody of the Guest's baggage and belongings under the preceding two paragraphs shall be assumed in accordance with the provisions of paragraph 1 of the preceding Article in the case of custody under paragraph 1 hereof, and with the provisions of paragraph 3 of the preceding Article in the case of custody under paragraph 2 hereof.

Article 17 (Room cleaning)

1. When a guest stays in the same guest room for two or more consecutive nights, cleaning of the guest room is in principle And do it every day.
2. Even when we receive a request from the customer that cleaning is not necessary, we will protect the hygiene and environment. Therefore, it is cleaned once every 3 days. However, when the hotel deems it necessary At the same time, the guest room may be cleaned at any time.
3. The customer shall not be able to refuse to clean the guest room as described in the preceding paragraph.

Article 18 (Computer Communication)

1. The use of computer communication from within the hotel is the responsibility of the user himself/herself. It shall be done in a while. System failure during computer communication and other reasons If the service is interrupted due to the reason, and as a result, the user suffers any damage, however, the hotel does not take any responsibility.
2. Due to an act that the hotel deems inappropriate when using computer communication. In the event that damage is expected or actually occurs to the hotel or a third party, the We will ask you to stop using the screws and compensate you for any damage caused.

Article 19 (Liabilities in Regard to Parking)

1. The Hotel shall not be assume the custodial responsibility for the vehicle of the Guest when the Guest utilizes the parking lot under the management of the Hotel (hereinafter, "the Hotel's Parking Lot"); as it shall be regarded that the Hotel simply offers the space for parking, regardless of whether the key of the vehicle has been deposited at the Hotel or not; provided, however, that the Hotel shall compensate the Guest for the damage caused due to any intentional or negligent act of the Hotel in regard to the management of the Hotel's Parking Lot.
2. When the Guest utilizes a parking lot recommended by the Hotel, the Hotel shall not be liable whatsoever for any accident, theft or other event arising in such parking lot.

Article 20 (Liabilities of the Guest)

1. The Guest shall compensate the Hotel for the damage incurred by the Hotel due to any intentional or negligent act of the Guest.

Article 21 (Governing Language)

1. These Terms and Conditions are prepared in Japanese and also in other languages. Should there be any inconsistencies or differences between the Japanese version and a version in another language, the Japanese version shall prevail.

Article 22 (Governing Law)

1. The accommodation contract between the Hotel and the Guest shall be governed by the laws of Japan, and the location of the Hotel shall be governed by. The district court having jurisdiction over the place shall be the exclusive jurisdictional court.

Article 23 (Revision of These Terms and Conditions)

1. The Hotel may, at its discretion, amend the Accommodation Contract in the following cases You can:
 - (a) When the amendment to the Accommodation Contract conforms to the general interests of the customer.
 - (b) The amendment to the Accommodation Contract is not contrary to the purpose of the Accommodation Contract and the necessity of the change. Reasonableness in light of the appropriateness of the content after the change, the content of the change, and other circumstances related to the change When it is a thing.
2. The Hotel shall make amendments to the Accommodation Contract pursuant to the preceding Paragraph in advance without delay. It will be published on our website and the date of the last revision will be clearly stated. Posted on:
3. The guest has applied for an accommodation contract after the effective date of the changed accommodation contract. In this case, the guest shall be deemed to have agreed to the amendment of the Accommodation Contract.

Attached Table No. 1: Calculation Method for Accommodation Charges, etc. (Article 2, paragraph 1- and Article 12, paragraph 1-related)

Total amount payable by the Guest	Accommodation charge	Basic Accommodation Charge [Room charge (or room charge + breakfast fee)]
	Extra charge	Meals and drinks (or extra meals and drinks (or extra breakfast) and other use charges
Taxes	Consumption tax, accommodation tax and bathing tax	

Remarks

1. The consumption tax, accommodation tax and bathing tax will be revised accordingly upon amendment of the taxation law and the applicable ordinance.
2. The accommodation tax and the bathing tax are imposed in accordance with the Accommodation Tax Ordinance enforced by the relevant prefectural government and the Bathing Tax Ordinance enforced by the relevant municipal government.

Attached Table No. 2: Cancellation Charge (Article 6, paragraph 2-related)

	Individual	Group	
	Up to 14 persons	15 to 99persons	100 or more persons
No show	100%	100%	100%
Accommo-dation day	80%	80%	100%
1 day prior to accommo-dation day	20%	20%	80%
9 days prior to accommo-dation		10%	20%
20 days prior to accommo-dation			10%

Notes:

1. A cancellation charge will be calculated from the day on which the Hotel receives a notice of cancellation from the Guest.
2. The percentage of cancellation charge to be applied to the Basic Accommodation Charges.
3. When the number of days contracted is shortened, the cancellation charge for the first day of the cancelled period shall be paid by the Guest regardless of the number of days shortened.
4. When part of a group booking (for 15 persons or more) is cancelled, the cancellation charges shall not be charged for the number of persons equivalent to 10% of the number of persons booked as of 10 days prior to the occupancy (or when the cancellation is accepted less than 10 days prior to the occupancy, as of the date of acceptance) with fractions counted as a whole number.
- * The cancellation charge described above is the Basic Cancellation Charge, which may be superseded by the provisions for the cancellation charge stipulated in other places, such as the relevant Accommodation Contract or any specific website.