

Term & Conditions of Accommodation Contracts

Article 1 (Scope of Application)

1. Contract for accommodation and related agreements to be entered into between BELLEAMIE Monde Kurashiki (hereinafter the 'Hotel') 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 where the Hotel has entered a special contract with the Guest insofar as such special contract does not violate laws and regulations or generally accepted practices, notwithstanding the preceding paragraph, the special contract shall take precedence over the provision of these Terms and Conditions.

Article 2 (Application for Accommodation Contracts)

1. The Guest 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) The date(s) of accommodation and estimated time of arrival
 - 3) Accommodation charges (based on the Basic Accommodation charges listed in the Attached Table No.1) and credit card information
 - 4) Other particulars deemed necessary by the Hotel
 2. If the Guest requests, an extension of the accommodation on beyond the date(s) in subparagraph (2), of the preceding paragraph during his/her stay, it shall be regarded as an application for a new accommodation contract at the time of such request is made.
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Article 3 (Conclusion of Accommodation Contracts, etc.)

1. A Contract for Accommodation shall be deemed to have been concluded when the Hotel has duly accepted the application as stipulated in the preceding Article, however the Hotel shall not apply where it has been proven that the Hotel 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 Hotel within the limits of the Basic Accommodation Charges covering the Guest's entire period of stay (3 days when the period of stay exceeds 3 days) by the date designated 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 the Article 6 and thirdly for the preparations under Article 18 as 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 Paragraph 2, the Hotel shall treat the Accommodation Contract invalid. However, the same shall apply only in the case where the Guest is thus informed by the Hotel when the period of payment of the deposit is specified.

Article 4 (Special Contracts not Requiring any Deposit)

1. Notwithstanding the provisions of Paragraph 2 of the preceding Article, the Hotel may accept a special contract that not requiring accommodation deposit after the contract has been concluded as stipulated in the same Paragraph.
2. The preceding paragraph on special agreement shall apply when the Hotel does not request payment of the deposit set forth in Paragraph 2 of the preceding Article or does not specify the deadline of deposit of payment when accepting applications for an Accommodation Contract.

The Hotel shall have the right not to accept the application for an Accommodation Contract under any of the following cases;

- 1) When the application of accommodation does not confirm with the provision of these Terms and Conditions.
- 2) When the Hotel is fully booked and any room unavailable.
- 3) When the Guest is deemed likely to break the law, disrupt public order or, act contrary to public morals during his/her stay.
- 4) When the Guest is deemed to fall under any of the following cases i) to iii);
 - i) An organized crime group under the Act on Prevention of Unjust Acts by Organized Crime Group Members (Act No. 77 of 1991) as stipulated in Article 2. item 2 (hereinafter "organized crime group") , a member of an organized crime group as stipulated in Article 2.item 6 (hereinafter referred to "organized crime group member") , an associate member or affiliate of an organized crime group or any other antisocial force.
 - ii) When the applicant is involved in corporations or other organizations whose operation is controlled by an organized crime group.
 - iii) When a corporate body has related person to member of an organized crime group.
- 5) When the Guest behavior poses a substantial nuisance to other guests.
- 6) When the Guest is a patient of a specified infectious disease (hereinafter "patient of a specified infectious disease") pursuant to the provisions of Article 4-2 Paragraph 1.-2. of the Hotel Business Act.
- 7) When the Guest acts violence, threats and such inappropriate demands to the Hotel.
- 8) When the Hotel unable to accommodate any guests due to natural disaster, facility malfunction or other inevitable circumstances.
- 9) When the Guest repeatedly makes demands pursuant to the provisions of Article 5-1, No 1, 3 of the Hotel Business Act.

Article 6 (The Right to cancel the Accommodation Contract by the Guest)

1. The Guest is entitled to cancel the Accommodation Contract in notifying the Hotel.
2. In the case where the Guest has cancelled Accommodation Contract or in part due to causes for which the Guest is liable , the hotel shall charge a penalty in accordance with the provisions of Attached Table 2 (except the case where the Hotel specifies the deadline of deposit payment and requests payment as stipulated in Article 3. , and excludes the cases which the Guest cancels the Accommodation Contract prior to the payment applies) . However, in the case that the Hotel accepts special contract as stipulated in Article 4.1., the Guest is only required to pay a penalty for cancelling the Accommodation Contract when the Guest(s) have been notified of this obligation.
3. If the Guest does not arrive by 18:00 pm or one (1) hour later at the expected time of arrival if the Hotel is notified of it. The Hotel may regard the Accommodation Contact as being cancelled by the Guest, without contacting the Hotel in advance.

Article 7 (The right to cancel the Accommodation Contract by the Hotel)

1. The hotel may cancel the Accommodation Contract without notice under any of the following cases;
 - 1) When the Guest is deemed likely to break the law, disrupt public order or act contrary to the public morals during his/her stay.
 - 2) When the Guest is deemed to fall under any of the following; i) to iii);
 - i) An organized crime group or a member, associate member, or affiliate of an organized crime group or any other antisocial force
 - ii) When a corporate body or other organization where an organized crime group or its member control the business activity.
 - iii) In a corporate body which has person relevant to member of an organized crime group in the board member.
 - 3) When the Guest behavior poses a substantial nuisance to other guests.
 - 4) When the Guest is a patient of a specified infectious disease.
 - 5) When the Guest acts violence, threats and such inappropriate demands to the Hotel.
 - 6) When the Hotel unable to accommodate any guests due to natural disaster, facility malfunction, or other inevitable circumstances.
 - 7) When the Guest repeatedly demands pursuant to the provisions of Article 5-1 No 1 and 3 of the Hotel Business Act.
 - 8) When the Guest smokes in the bed, messes with firefight equipment, or otherwise violates the Hotel Rules and Regulations (limited to fire-related regulations) .

2. In the case where the Hotel cancels the Accommodation Contract in accordance with the provisions of the preceding paragraph, the Hotel shall not be entitled to charge the Guest for any services that he/she does not receive.

Article 8 (The Guest Registration for Accommodation)

1. The Guests shall register the following particulars at the front desk of the Hotel (or in terms of digital implement) upon the arrival.
 - 1) The name, age, gender, address, occupation and contact telephone number
 - 2) Except in the case of non-resident of Japan, nationality, passport number, port of entry and the date of entry
 - 3) Date of departure and estimated time of departure
 - 4) Other particularly deemed necessary by the Hotel
2. In the case where the Guest who wish to pay the accommodation charges stipulated in Article 12 by any means other than Japanese currency, the Guest must consult with the Hotel in advance when making the reservation.

Article 9 (Occupancy Hours of Guest Rooms)

1. The Guest is entitled to occupy the contracted guest room of the Hotel from 16:00 pm on the day of registration until 11:00 am on the day of departure. However, for extended stay, the Guest may use the guest room for the entire day excluding arrival and departure dates.
2. Notwithstanding the provisions of the preceding paragraph, the Hotel may permit the Guest to occupy the guest room beyond the time prescribed in the same paragraph. In this case, extra charges shall be applied as follows:
 - 1) excess 3 hours until 14:00 pm: 30% of the room charges
 - 2) excess 6 hours until 17:00 pm: 50% of the room charges
 - 3) excess more than 6 hours: 100% of the room charges

Article 10 (Observance of the Hotel Rules and Regulations)

The guests shall observe the Hotel Rules established by the Hotel, which are posted in the guest room.

Article 11 (Business Hours)

1. The Business hours of the Hotel operation are as follows. For further information e.g., the equipment of in-house facility and service, refer to website and the service directory in the guest room.
 - 1) The time of assistance: 18:00 pm
 - 2) The time of closing entrance: 00:00 mid night
2. The hours in the preceding may be changed according to unforeseen circumstances. The Hotel shall take appropriate measures to notify the Guest any changes at the most convenience.

Article 12 (Payment of Accommodation Charges)

1. The breakdown of Accommodation Charges, etc., to be paid by the Guest is listed in the Attached Table No. 1.
2. The Accommodation Charges in the preceding paragraph shall be paid upon the reservation in due date of pre-payment prior to the Guest arrival. The currency is in Japanese currency (JPY) and its method of settlement is by the credit card described on the booking function in website.

3. The Accommodation Charges shall be paid even if the guest voluntarily does not utilize the accommodation facilities once such facilities have been made available to him/her by the Hotel.
4. Guest(s) using plans that include food & beverages and/or any local services shall be charged even if the Guest do not use them unless otherwise specified in the plan.

Article 13 (Liabilities of the Hotel)

1. The Hotel shall compensate the Guest for any damages, if the Hotel has caused such damages to the Guest in the fulfilment or the non-fulfilment of the Accommodation Contract and/or related agreements. However, the same does not apply in the case where such damage has been caused due to reasons for which the Hotel is not liable.
2. The Hotel is covered by Hotel Liability insurance to deal with unexpected fires and/or other disasters.

Article 14 (Handling of Circumstances when unable to provide Contracted Rooms)

1. The Hotel shall, when unable to provide the Guest the contracted room, arrange accommodation of the same standard elsewhere for the Guest insofar as practicable with the consent of the Guest.
2. Notwithstanding the preceding paragraph, when arrangement of other accommodations unable to make, the Hotel shall pay the Guest a compensation equivalent to the cancellation charges and the said compensation fee shall be applied to the reparations. However, when the Hotel unable to provide accommodation due to causes for which the Hotel is not liable, the Hotel will not pay the compensation to the Guest.

Article 15 (Handling of Deposited Articles in the Safety Box)

Loss or damage to any items, cash, or valuables placed into the safety box shall be compensated by the Hotel, except the case when this is caused by force majeure. However, if the Guest fails to declare the type, the amount of valuables or cash neither shown the proved document upon the claim procedure requested by the Hotel, the Hotel will not pay the compensation to the Guest.

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

When the baggage or personal belongings of the Guest are left after his/her check-out, and the ownership of article is confirmed, the Hotel shall inform the owner of such article and ask for instruction. When no instruction is given to the Hotel by the owner or the ownership is not confirmed, the Hotel shall keep the article for seven (7) days including the day is found and turn it over to the nearest police station thereafter.

Article 17 (Liability in regard to Parking)

The Hotel shall not be liable for the custody of the vehicles of the Guest when the Guest utilizes the parking lot in the premises of the Hotel, as it shall be regarded that the Hotel simply offers the space of parking. However, the Hotel shall be liable for compensation for any damage caused through intention or negligence on the part of the Hotel in regard to the management of the parking lot.

Article 18 (Liability of the Guest)

The Guest shall compensate the Hotel for any damages caused through intention or negligence on the part of the Guest (including but not limited to facility repair costs and lost sales opportunities) .

Article 19 (Preferred Language)

The Japanese version of Terms and Conditions of Accommodation Contracts shall be the original document. Even when translation is provided to the Guest for reference, only the original Japanese document shall be contractually valid, and the translated document shall have no validity whatsoever.

Table No.1 Calculation Method for Accommodation Charges

(Related Articles 2 (1) and 12 (1))

	Contents	
Total Amount to be paid by guests	Accommodation Charge	1) Basic Accommodation Charge (Room Charge)
		2) Service Charge ((1) x 10%)
	Extra Charges	3) Food & Beverages and other Expenses
		4) Service Charges ((3) x 10%)
	Tax	5) Consumption tax (10%)
		6)Accordance tax (based on prefectural ordinance)

Note:

1. Accommodation Charge indicates of the amount same in website.
2. Children under the age of 12 years old shares the bed with parents at free. Supplement charge apply in case of line supply and extra bed setting.

Table No. 2 Cancellation Charge

(as per Article 6 Paragraph 2)

Date of cancellation notice	No Show	Day of the arrival	24 hours before	48 hours before	72 hours before
applicable for all reservation	100%	100%	100%	50%	25%

Note:

1. The percentage (%) indicates the ratio of the penalty charge to the basic accommodation charges, service charge and consumption tax from the entire period.
2. If the length of stay is modified, cancellation charge for the first day or relevant cancellation policy shall be applied such as non-refundable.