

Accommodation agreement

(Scope of application)

Article 1

1. Contracts for accommodation and related agreements to be entered into between FAUCHON HOTEL KYOTO (“Hotel”) and the guest to be accommodated shall be subject to these terms and conditions (“the Terms and Conditions”).

Any particulars not provided for herein shall be governed by laws and regulations and/or generally accepted practices.

2. Should the Hotel enter into a special contract with the guests, 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 the Terms and Conditions.

(Application for accommodation agreements)

Article 2

1. A guest who intends to make an application for an accommodation contract with the Hotel shall notify the Hotel of the following particulars:

- (1) Name of guest(s);
- (2) Dates of accommodation and estimated time of arrival;
- (3) Accommodation charges
- (4) Other particulars deemed necessary by the Hotel.

2. Should a guest request, during his or her stay, extension of the accommodation beyond the date in subparagraph (2) of 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

1. A contract for an accommodation shall be deemed to have been concluded when the Hotel has duly accepted the application as stipulated in the preceding article. However the same shall not apply where it has been proved 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 basic accommodation charges covering the guest’s entire period of stay by the date specified 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 article 6 and thirdly for the

reparations 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 as 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.

(Special contracts requiring no accommodation deposit)

Article 4

1. Notwithstanding the provisions of paragraph 2 of the preceding article, the Hotel may enter into a special contract requiring no accommodation deposit after the contract has been concluded as stipulated in the same paragraph.
2. Should the Hotel not have requested the payment of a deposit as stipulated in paragraph 2 of the preceding article and / or has not specified the date of the payment of deposit at the time the application for an accommodation contract has been accepted, it shall be treated as if the Hotel has accepted a special contract as prescribed in the preceding paragraph.

(Refusal to conclude an accommodation agreement)

Article 5

1. The Hotel may refuse to conclude an accommodation agreement if any of the following cases:
 - (1) The request for accommodation is not based on the terms of agreement.
 - (2) The Hotel is fully occupied and so cannot comply with the request for accommodation.
 - (3) The Hotel has sufficient reason to suspect that the person requesting accommodation may use accommodation for gambling or other illegal purpose, or otherwise to violate public morals.
 - (4) The person requiring accommodation fall into any of the following cases.
 - I Organized crime groups prescribed in article 2, item 2 of the Act on Prevention of Unjust Acts by Organized Crime Group Members (Act No.77 of 1991), or members of the organized crime group prescribed in article 2, item 6 of the said Act, associated members or any person related to such groups or any other antisocial forces.
 - II The person requesting accommodation belongs to an antisocial force, such as an organized crime group or an organization affiliated with an organized crime group.

- III The person requesting accommodation belongs to a corporation of which directors is a member of an organized crime group.
- (5) The person requesting accommodation has caused significant disturbance to other guests.
 - (6) The person requesting accommodation is clearly recognized to be infected with an infectious disease.
 - (7) The person requesting accommodation has used violence to make a demand on the Hotel or its employee(s), or has otherwise made a demand beyond the scope of reasonably acceptable burden on the Hotel or its employee(s).
 - (8) The Hotel is unable to accommodate the person requesting accommodation due to disaster, failure of facilities or other unavoidable reason.

(Right to cancel accommodation contracts by the guest)

Article 6

- 1. The guest is entitled to cancel the accommodation contract by so notifying the Hotel.
- 2. Should the guest cancel the accommodation contract in whole or in part due to causes for which the guest liable (except in the case when the Hotel 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 payment), the guest shall pay cancellation charges as listed in the table no.2. However, should a special contract, as prescribed in paragraph 1 of article 4 be in effect, the same shall apply only when the guest is informed of the obligation for payment of the cancellation charges in case of cancellation by the guest.
- 3. In the case when the guest does not appear by 11 p.m. of the accommodation date (2 hour after the expected time of arrival if the Hotel has been notified) without an advance notice, the Hotel may regard the accommodation contract as being cancelled by the guest.

(The Hotel's right of cancellation of agreement)

Article 7

- 1. The Hotel may cancel an accommodation contract if any of the following cases:
 - (1) The guest in question has used the accommodation for gambling or other illegal purpose, or otherwise to violate public morals.
 - (2) When the guests fall under any of the following cases.
 - I The guest in question is found to be or belong to an antisocial force, such as organized crime group or an organization affiliated with an organized crime group.
 - II The guest in question is found to belong to a corporation managed or

supported by an organized crime group or its member(s).

III The guest in question is found to belong to a corporation of which director is member of an organized crime group.

- (3) The guest in question has caused significant disturbance to other guests.
 - (4) The guest in question is found to be infected with an infectious disease.
 - (5) The guest in question has used violence to make a demand on the Hotel or its employee(s), or has otherwise made a demand beyond the scope of reasonably acceptable burden on the Hotel or its employee(s).
 - (6) The Hotel is unable to continue to accommodate the guest in question due to disaster, failure of facilities or other unavoidable reason.
 - (7) The guest in question has smoked in bed, tampered with the fire prevention facilities, or otherwise violated the regulations of use stipulated by the Hotel (limited to those required for fire prevention).
2. In the event that the Hotel cancels the accommodation agreement based on any of the above items, the guest in question shall not be liable for payment for any accommodation services not yet delivered.

(Registration)

Article 8

1. The guest shall register the following particulars at the front desk of the Hotel on the day of accommodation:
 - (1) Name, age, sex, address and occupation.
 - (2) Except Japanese or those with foreign nationality residing in Japan, nationality, passport number, port and date of entry in to Japan.
 - (3) Date and estimated time of departure.
 - (4) Other particulars deemed necessary by the Hotel.
2. Should the guest intend to pay his / or her accommodation charges prescribed in article 12 by any means other than Japanese currency, such as coupons or credit card, these methods of payment shall be shown in advance at the time of the registration prescribed in the preceding paragraph.

(Occupancy hours of guestrooms)

Article 9

1. The guest is entitled to occupy the contracted guestroom of the Hotel from 3 p.m. to 12 p.m. of the next day. 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 Hotel may, notwithstanding the provisions prescribed in the preceding paragraph, permit the guest to occupy the room beyond the time prescribed in the same paragraph. In this case, extra charges shall be paid as follows:
 - (1) After 12 p.m. until 2 p.m. : 30% of the room charge on departure date
 - (2) After 2 p.m. until 5 p.m. : 50% of the room charge on departure date
 - (3) After 5 p.m. : 100% of the room charge on departure date

(Observance of the regulations)

Article 10

1. The guest shall observe the rules and regulations established by the Hotel, which are posted within the premises of the Hotel.

(Business hours)

Article 11

1. The business hour of the main facilities, etc. of the Hotel and those of other facilities, etc. are as notified in detail by brochures as provided, notices displayed in each place and others.
2. The business hours specified in the preceding paragraph are subject to temporary changes due to unavoidable causes. In such a case, the guest shall be informed by appropriate means.

(Payment of accommodation charges)

Article 12

1. The breakdown and method of calculation 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 in Japanese currency or by other means such as coupons or credit card recognized by the Hotel at front desk at the time of departure of the guest or upon request by the Hotel.
3. Accommodation charges shall be paid even if the guest chooses not to utilize the accommodation facilities provided for him/ or her by the Hotel and at his/ or her disposal.

(Liabilities of the Hotel)

Article 13

1. The Hotel shall compensate the guest for damages if the Hotel has caused the guest to incur such damages through the fulfillment or the non-fulfillment of accommodation contract and / or related agreements. However, the same shall not apply in cases when

- such damages have been caused as the result of reasons for which the Hotel is not liable.
2. The Hotel is covered by Hotel liability insurance in order to deal with unexpected fires and / or other disasters.

(Handling when unable to provide contracted rooms)

Article 14

1. The Hotel shall, when unable to provide contracted rooms, arrange accommodation of the same standard elsewhere for the guest insofar as practicable with the consent of the guest.
2. When arrangement for other accommodation cannot be made, notwithstanding the provisions of the preceding paragraph, the Hotel shall pay the guest a compensation fee equivalent to the cancellation charges and the compensation fee shall be applied to the reparations. However, when the Hotel cannot provide accommodation due to causes for which the Hotel is not liable, the Hotel shall not be liable to compensate the guest.

(Handling of deposited articles)

Article 15

1. The Hotel 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 majeure. However, for cash and valuables, when the guest has failed to report its kind and value to the Hotel, the Hotel shall compensate the guest within the limits of 100,000 yen.
2. The Hotel will compensate for breakage or other damage caused to cash or valuables which were not deposited at the front desk in case it was caused by the intention or negligence of the Hotel. However, for cash and valuables with no report by the guest of their kind or value to the Hotel, the Hotel shall compensate the guest within the limits of 100,000 yen, except in the case when this occurred due to the intention or gross negligence of the Hotel.

(Custody of baggage and/or belongings of the guest)

Article 16

1. When the baggage of a guest is brought into the Hotel before his/or her arrival, the Hotel shall be liable for it only in the event such a request has been accepted by the Hotel. The baggage shall be handed over to the guest at the front desk at the time of his/or her check-in.
2. When the baggage or belongings of the guest are found left after his/or her check-out, and the ownership of the item is confirmed , the Hotel shall inform the owner of the item

left and ask for further instructions. When no instruction is given to the Hotel by the owner or when the ownership is not confirmed, the Hotel shall keep the item for 7 days, including the day it is found, and after this period the Hotel shall turn it over to the nearest police station.

3. The responsibility of the Hotel regarding custody of luggage or belongings of a guest according to the previous two paragraphs; paragraph 1 of the preceding article will be applied in the case of paragraph 1, and paragraph 2 of the preceding article will be applied in the case of paragraph 2.

(Liability of the guest)

Article 17

1. The guest shall compensate the Hotel for the damage caused through intention or negligence on the part of the guest.

(Changes to the Terms and Conditions)

Article 18

1. The Hotel may amend the Terms and Conditions in any of the following cases: If the Terms and Conditions are changed, the revised the Terms and Conditions shall apply.
 - 1) If the amendment to the Terms and Conditions conforms to the common interests of The Guest of The Hotel.
 - 2) When the amendment of these general conditions is not contrary to the purpose and is reasonable.
2. In the event of any change as set forth in the preceding paragraph, the Hotel shall notify such change by posting it on the Hotel's website together with the date of the change and the contents of the new policy conditions after the change. In the event of any change pursuant to Item 2 of the preceding paragraph, such change shall be posted in advance.

(Dominant Language)

Article 19

1. This contract is written in both Japanese and English. However, if there are discrepancies between the Japanese-and English-language contracts, the Japanese shall take precedence in all cases.

Attached Table 1 Table of charges for accommodation and miscellaneous expenses.

【Regarding item 1 of article 2 and item 1 of article 12】

		Breakdown
Total amount to be paid by the guest	Accommodation	① Basic accommodation charges (room charge or room charge + food and beverage charges such as breakfast charge) ② Service charge 10% (①×10%)
	Additional charges	③ Food and beverage charges (Those included in ① are excluded) Other miscellaneous charges ④ Service charge 10% (③×10%)
	Taxes	I Consumption tax II Kyoto Accommodation Tax

In the event the relevant tax laws are modified, the latest modified version shall be applicable to all charges listed above.

Attached table No.2 Cancellation charges 【Regarding item 2 of article 6】

Contracted number of guests		Date of notification of contract cancellation				
		Non-appearance	Accommodation day	1 day prior to accommodation day	7 days prior to accommodation day	21 days prior to accommodation day
Individuals	1 to 10	100%	100%	80%	40%	—
Groups	11 to more	100%	100%	80%	40%	20%

1. The percentage signifies the rate of cancellation charge to the basic accommodation charges.
2. When the number of days contracted is shortened, a cancellation for the first day shall be paid by the guest regardless of the number of days shortened.
3. When part of a group booking (for 15 persons or more) is cancelled, the cancellation charge 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 (when accepted less than 10days prior to the occupancy, as of date) with fractions counted as whole numbers.