

Branchera Ishibutai Terrace

Accommodation Terms and Conditions

Article 1 – Scope of Application

1. The accommodation contract and any related agreements entered into between Branchera Ishibutai Terrace (hereinafter referred to as the “Hotel”) and the Guest shall be governed by the provisions of these Accommodation Terms and Conditions. Matters not provided for herein shall be governed by applicable laws, regulations, and generally established customs.
 2. In cases where the Hotel has agreed to a special arrangement, insofar as such arrangement does not violate any laws or established customs, such special arrangement shall prevail notwithstanding the preceding paragraph.
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Article 2 – Application for Accommodation Contract

1. A person wishing to apply for an accommodation contract with the Hotel shall provide the following information:
 - (1) Name, address, age, telephone number, number of guests, and gender.
 - (2) Date(s) of stay, scheduled time of arrival, and date of departure.
 - (3) Number of guests and their age categories: “Adults (junior high school age and older), Children (elementary school age), and Infants/Toddlers/Preschoolers (under elementary school age).”
 - (4) Any other particulars deemed necessary by the Hotel.
 2. Should there be any change in the particulars provided in the preceding paragraph, the Guest shall promptly notify the Hotel of such change.
 3. In the event that the Guest, during their period of stay, requests to extend the stay beyond the date initially agreed under Item (2) of Paragraph 1 of the current Article, such request shall be regarded as a new application for an accommodation contract at the time the request is made.
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Article 3 – Registration of Accommodation

1. Upon arrival, Guests shall register the following particulars at the front desk of the Hotel pursuant to the Hotel Business Act and other applicable laws and ordinances:
 - (1) Full names, addresses, ages, telephone numbers, genders, previous place of stay, next destination, and occupations of all Guests.
 - (2) For Guests who do not reside in Japan: nationality, passport number, and a copy of the passport including the photograph (the Hotel shall obtain an image of the passport).
 - (3) Any other particulars deemed necessary by the Hotel.
 2. Handling of Personal Information
 - (1) The personal information provided by the Guest pursuant to laws and the accommodation contract (hereinafter referred to as “Personal Information”) shall be obtained and used for the purposes of providing primary services (such as accommodation), communicating with the Guest, and improving the quality of the primary services through analysis of usage status. (The Hotel may contact the Guest by telephone, e-mail, etc. to confirm the reservation.)
 - (2) The Hotel shall not disclose or provide Personal Information to any third party without the prior consent of the Guest, except as required by law.
 - (3) When the Hotel entrusts the handling of Personal Information to a third party within the scope necessary to achieve the intended purpose, the Hotel shall conduct due diligence on such third party and exercise appropriate supervision to ensure confidentiality.
 - (4) The handling of Personal Information shall be conducted in accordance with the Privacy Policy established by the Hotel’s operating company, **Haseko Village Life, Inc.**
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Article 4 – Establishment of Accommodation Contract

1. The accommodation contract shall be deemed to have been established when the Hotel accepts the application set forth in Article 2. However, the same shall not apply if the Hotel proves that it did not accept the application.
 2. In the event that circumstances arise as stipulated in Article 7, the Hotel shall deduct any deposits or prepayments received in order to cover for the cancellation charges and compensation for damages. Any remaining balance shall be refunded at the time of final settlement pursuant to Article 10.
 3. Even if the Hotel, through its website, e-mail, telephone, or other means, has presented an incorrect accommodation rate and an application and acceptance are made based on such rate, if the rate is significantly lower than rates for comparable periods without any indication such as “limited” or “special,” such acceptance shall be deemed invalid due to error under the Civil Code, and the Hotel shall promptly notify the Guest of such invalidity.
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Article 5 – Refusal to Conclude an Accommodation Contract

The Hotel may refuse to conclude an accommodation contract in any of the following cases:

- (1) When the application for accommodation is not made in accordance with these Terms and Conditions.
 - (2) When no guest rooms are available.
 - (3) When it is recognized that the Guest is likely to act in violation of laws, public order, or good morals in connection with the stay, or is deemed to have engaged in such conduct.
 - (4) When the Guest falls under any of the following categories:
 - a. A member of an organized crime group (hereinafter referred to as “Boryokudan i.e. Japanese mafia”), a member of such group (hereinafter “Boryokudan-in i.e. a member of the Japanese mafia”), a quasi-member, an associate thereof, or any other antisocial force, as defined in Article 2, Paragraph 2 and 6 of the Act on Prevention of Unjust Acts by Organized Crime Group Members (Act No. 77 of 1991).
 - b. A corporation or organization controlled by a Boryokudan (Japanese mafia) or its member.
 - c. A corporation whose officer is a Boryokudan-in (member of the Japanese mafia).
 - (5) When the Guest engages in conduct that causes significant disturbance to other guests or employees of the Hotel.
 - (6) When it is evident that the Guest is suffering from an infectious disease.
 - (7) When it is deemed that the Guest may disturb the order of the Hotel, such as by filing unreasonable complaints or demands without justifiable reason.
 - (8) When the Guest makes violent or unreasonable demands beyond a socially acceptable level.
 - (9) When accommodation cannot be provided due to natural disasters, facility failure, or other unavoidable causes.
 - (10) When minors wish to stay without the consent of their guardians.
 - (11) When the Guest has previously caused trouble such as violation of these Terms or delay in payment.
 - (12) When the Guest falls under a violation of any applicable prefectural ordinances.
 - (13) When the Guest makes unreasonable special requests in relation to the accommodation.
 - (14) When the Guest has previously been subject to cancellation under Article 7.
 - (15) When, in addition to the above, the Hotel otherwise finds reasonable grounds for refusing the accommodation contract.
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Article 6 – Right to Cancel the Accommodation Contract by the Guest

1. The Guest may cancel the accommodation contract by notifying the Hotel.
 2. If the Guest cancels all or part of the accommodation contract due to reasons attributable to the Guest (except in cases where the Hotel has requested payment of a deposit designating a due date accordingly and the Guest cancels before such payment), the Guest shall pay the cancellation charges as listed in the Attached Table 2.
 3. In the event that the Guest does not arrive by 8:00 p.m. on the expected date of arrival without prior notice (or within two hours after the scheduled arrival time if previously specified), the Hotel may regard the accommodation contract as canceled by the Guest and treat the room as vacant. In such cases, the hotel shall charge a cancellation fee as specified in Attached Table 2.
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Article 7. Right of the Hotel to Terminate the Accommodation Contract

1. The Hotel may terminate the accommodation contract in any of the following cases:
 - (1) When it is recognized that the Guest is likely to act, or has acted, in violation of laws or regulations, public order, or good morals in connection with the stay.
 - (2) When the Guest falls under any of the following categories:
 - (a) An organized crime group, a member or associate member thereof, or any other antisocial force.
 - (b) A corporation or organization controlled by an organized crime group or a member thereof.
 - (c) A corporation having among its officers any person who is a member of an organized crime group.
 - (3) When the Guest engages in conduct that causes significant nuisance or inconvenience to other guests.
 - (4) When it is clearly recognized that the Guest is an infectious disease carrier.
 - (5) When the Guest makes violent demands or requests an unreasonable burden upon the Hotel.
 - (6) When staying at the accommodation becomes impossible due to natural disasters or other force majeure events.
 - (7) When the Guest acts in violation of prefectural ordinances.
 - (8) When the Guest smokes or lights fire in prohibited areas, tampers with fire-fighting equipment, or otherwise engages in acts that pose a risk of fire.
 - (9) When the Guest fails to comply with any prohibitions stipulated in the Hotel's internal rules.

- (10) When the Guest brings into or attempts to bring into the Hotel any of the following:
- (a) Firearms or other weapons;
 - (b) Swords or similar items;
 - (c) Items emitting a strong offensive odor;
 - (d) Extremely large quantities of goods;
 - (e) Flammable or combustible materials (e.g., fireworks, incense, gunpowder, gasoline, etc.);
 - (f) Animals, insects, or similar (excluding guide dogs, which must be discussed with the Hotel in advance upon reservation).
- (11) When the Guest removes Hotel property or equipment from the premises or relocates it within the Hotel without authorization.
- (12) When the Guest attempts to alter, remodel, or modify the building or its facilities.
- (13) When the Guest behaves in a manner that causes significant nuisance or distress to Hotel staff (hereinafter referred to as "Employees").
- (14) When the Guest, due to intoxication or similar reasons, is deemed likely to cause significant nuisance to other guests or Employees.
- (15) When the Guest demands special burdens from the Hotel concerning the accommodation.
- (16) When it is found that the Guest has previously been subject to termination under this Article.

2. In cases where the Hotel terminates the accommodation contract in accordance with the preceding paragraph, the Guest shall not be charged for accommodation services not yet provided. However, a penalty as specified in the Attached Table 2 shall be charged.

Article 8. Hours of Use of Guest Rooms

1. The Guest may use the room from the check-in time to the check-out time prescribed by the Hotel. However, in the case of consecutive nights, the Guest may occupy the room throughout the day except on the arrival and departure days.
2. Notwithstanding the foregoing, the Hotel may permit the use of a guest room outside the prescribed hours upon payment of an additional fee.

Article 9. Compliance with Hotel Rules

Guests shall observe the Hotel Rules posted within the premises.

Article 10. Business Hours

1. The operating hours of the main Hotel facilities shall be as indicated in brochures, posted notices, or the service directory in the guest rooms.
 2. The Hotel may temporarily change the hours when deemed necessary, in which case appropriate notice will be given.
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Article 11. Payment of Accommodation Charges

1. The details of accommodation charges to be paid by the Guest are as specified in Appendix Table 1.
 2. Payment of such charges shall be made at the front desk in currency or by credit card or other means approved by the Hotel, at the time of the Guest's departure or upon request by the Hotel.
 3. Even if the Guest voluntarily chooses not to stay after the Hotel has made the room available, the accommodation charge shall nevertheless be payable.
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Article 12. Liability of the Hotel

1. The Hotel's liability regarding accommodation shall commence when the Guest registers at the front desk or enters the room, whichever occurs earlier, and shall terminate when the Guest leaves the room for departure or when the check-out time arrives (or the end of the extended usage period if usage time was extended pursuant to Article 8, Paragraph 2), whichever occurs earlier.
 2. The Hotel shall compensate the Guest for damage arising from the performance or non-performance of the accommodation contract, unless such damage is not attributable to the Hotel.
 3. The Hotel is covered by Innkeeper's Liability Insurance to deal with contingencies such as fire.
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Article 13. When the Contracted Room Cannot Be Provided

1. If the Hotel is unable to provide the contracted room, it shall, with the Guest's consent, arrange for other accommodation of the same or similar conditions as far as possible.
2. If such arrangement cannot be made, the Hotel shall pay compensation equivalent to the penalty stated in Appendix Table 2, which shall be applied to damages. However, no compensation shall be payable when the inability to provide accommodation is not attributable to the Hotel.

Article 14. Custody of Deposited Property

1. The Hotel will accept items for safekeeping at the front desk only when consent has been given.
 2. If an item deposited at the front desk is lost or damaged (except in cases of force majeure), the Hotel shall compensate for the damage. However, if the deposited item is cash or valuables and the Guest has not declared its nature and value, the Hotel shall bear no liability.
 3. For items brought into the Hotel but not deposited at the front desk, the Hotel shall not be liable for any loss or damage unless caused by its willful misconduct or negligence. Even in such cases, compensation shall be limited to JPY 200,000 unless the nature and value of the item were declared in advance. The Hotel shall bear no liability whatsoever for loss or damage to cash or valuables not deposited at the front desk.
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Article 15. Custody of Luggage and Belongings

1. If a Guest's luggage arrives at the Hotel prior to check-in, it will be stored under the Hotel's responsibility only if prior consent has been obtained, and handed over to the Guest upon check-in.
 2. If luggage or personal belongings are left behind after check-out, the Hotel shall, in principle, store them for seven (7) days including the date of discovery, after which they will be delivered to the nearest police station unless claimed by the Guest. Valuables shall be reported to the police immediately upon discovery.
Food, magazines, and other perishable or disposable items shall be disposed of without notice after 12:00 noon on the day following check-out. Items unsuitable for storage may be disposed of immediately.
 3. The Hotel may inspect the contents of forgotten items as necessary for proper safekeeping and return, and take appropriate measures as stipulated above.
 4. The Hotel's responsibility for the safekeeping of luggage and personal belongings (in the cases described in Paragraphs 1 and 2 of this Article) shall conform to the provisions of Article 14.
 5. Any costs incurred for the disposal, storage, or shipping of such items shall be borne by the Guest.
 6. Guests are responsible for managing their own valuables. A safety box is provided in each guest room for this purpose. The Hotel shall not be liable for any loss or damage to such items.
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Article 16. Responsibility Regarding Parking and Bicycles

1. The Hotel's parking facilities are available on a first-come, first-served basis. The Hotel merely provides parking space and assumes no responsibility for the management of the vehicle.
 2. A simple outdoor bicycle parking area is available within the premises, subject to capacity limits. The Hotel merely provides parking space and guests are responsible for managing their own bicycles. Please note that the Hotel cannot assume responsibility for the management of bicycles.
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Article 17. Responsibility of the Guest

1. The Guest shall compensate the Hotel for any damage caused to the Hotel due to the Guest's willful misconduct or negligence.
 2. If the Guest causes damage to another guest due to reasons attributable to the Guest, and the Hotel compensates the injured party, the Hotel shall have the right to seek reimbursement from the Guest for the amount paid.
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Article 18. Use of Computer and Internet Communication

Guests using the Hotel's Wi-Fi or other communication services shall do so at their own responsibility. The Hotel shall bear no liability for any damage incurred by the Guest due to interruption or malfunction of such services. If the Guest's use of the Internet is deemed inappropriate and may cause harm to the Hotel or third parties, the Hotel may suspend such access and seek compensation for any resulting damage.

Article 19. Use of Applications on Guest Room Television

The in-room televisions are equipped with video streaming applications. The Hotel shall not be liable for any loss or damage arising from the Guest's use of such applications with their own ID or password (including failure/forgetting to log out) or from communication failures or other issues.

Article 20. Room Cleaning

1. For stays of two or more consecutive nights, the guest room shall be cleaned daily as a general rule.
 2. Even if the Guest requests no cleaning, the Hotel will, in accordance with laws and regulations, perform cleaning at least once every three (3) days. The Hotel may, when deemed necessary, perform cleaning at any time.
 3. The Guest shall not refuse cleaning as provided in the preceding paragraph.
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Article 21. Amendment of Accommodation Terms and Conditions

1. These Accommodation Terms and Conditions constitute a “standardized contract” under the Civil Code. The Hotel may revise these Terms if the revision is in the general interest of guests or if there is a reasonable need for amendment.
 2. Any amendments shall be posted on the official website of the Hotel’s operating company as prescribed in Article 3, and shall take effect from the effective date stated therein. The revised Terms shall also be made available via the in-house information system.
 3. By using the Hotel after the effective date of the revised Terms, the Guest shall be deemed to have agreed to such revisions.
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Article 22. Governing Language, Law, and Jurisdiction

These Terms and Conditions are first and foremost written in Japanese, which shall be the governing text. Even if a translation is prepared, the Japanese version shall prevail in all respects. These Terms shall be governed by and construed in accordance with the laws of Japan. Any dispute arising from or in connection with the accommodation contract shall be submitted to the exclusive jurisdiction of the Osaka District Court as the court of first instance.

Attached Table 1 – Breakdown of Accommodation Charges (In relation to Article 3, Paragraph 2 and Article 11, Paragraph 1)

Classification		Details
Total Amount Payable by the Guest	Basic Accommodation Charges	① Basic Accommodation Fee (Room charge, or room charge + meals)
	Additional Charges	② Food and Beverage Charges, and Other Service Fees
	Taxes	③ Consumption Tax, Bathing Tax, etc.

Remarks

1. The accommodation charges shall be in accordance with the rate table displayed within the premises, in brochures, and/or on the official website. However, where a special discounted rate has been set for a limited period or under specific conditions, such discounted rate shall apply.
 2. Guests aged thirteen (13) years or older shall be deemed adults for the purpose of accommodation charges.
 3. Children of elementary school age or younger may share a bed with an accompanying adult only to the extent that the total number of occupants does not exceed the maximum capacity of the guest room, and no more than two (2) children may share one (1) bed. Provided, however, that the number of guests permitted may be further limited depending on the size or other conditions of the room.
 4. Children aged twelve (12) years or younger may stay free of charge, provided that no bedding or meals are required.
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Attached Table 2 – Cancellation Charges (In relation to Article 4, Paragraph 2; Article 6, Paragraph 2; Article 7, Paragraph 2; and Article 13, Paragraph 2)

(An amount equal to the sum total of the charges payable by the Guest, inclusive of consumption tax and other applicable taxes, multiplied by the ratio stipulated in the table below)

Date on which notice of cancellation is received		No Show	On the Day of Arrival	One Day Prior	Three Days Prior	Seven Days Prior	Nine Days Prior
Number of guests under the booking							
General Bookings	Up to 9 guests	100 %	100%	80%	30%	10%	—
Group Bookings	10 guests or more, Or 3 rooms or more	100 %	100%	80%	30%	10%	10%

Remarks

- The percentages (%) indicated in the above table represent the ratio of the cancellation charge to the basic accommodation rate. However, in the case of accommodation packages that include meals or other services, the publicly announced package rate shall be charged as the cancellation fee.*
- Where a cancellation policy has been established by the online travel agency (OTA) or other reservation channel through which the booking was made, such policy stated by the respective reservation channel shall take precedence.*
- In the event that the period of stay is shortened, one (1) day's cancellation charge (corresponding to the first day of stay) shall be collected regardless of the number of days shortened.*
- In the case of group reservations (10 or more guests, or 3 or more rooms), if a portion of the reservation is cancelled, no cancellation charge shall be collected for up to ten percent (10%) of the number of guests confirmed as of ten (10) days prior to the date of stay (or, if the reservation was accepted after such date, as of the date of acceptance). Any fractional number shall be rounded up to the next whole number.*
- For special dates designated by the Hotel, a cancellation fee of twenty percent (20%) of the total accommodation charges shall apply from seven (7) days prior to the date of stay.*