

Terms and Conditions of Accommodation

(Condominium Hotel Nago Resort Lieta Nakayama)

These Terms and Conditions of Accommodation (hereinafter referred to as the "Terms") govern the accommodation contract and related agreements concluded between Condominium Hotel Nago Resort Lieta Nakayama (hereinafter referred to as the "Hotel") and its guests. Matters not stipulated in these Terms shall be governed by applicable laws and regulations or generally established practices.

Article 1 (Scope of Application)

1. Contracts for accommodation and related agreements entered into between the Hotel and the guest shall be in accordance with these Terms.
2. Notwithstanding the provisions of the preceding paragraph, where the Hotel has entered into a special agreement with the guest, insofar as such special agreement does not violate laws, regulations, or customary practices, such special agreement shall take precedence.

Article 2 (Application for Accommodation Contract)

A person who intends to apply for an accommodation contract with the Hotel shall notify the Hotel of the following information:

- (1) Guest name(s)
- (2) Date(s) of stay and expected time of arrival
- (3) Accommodation charges
- (4) Other information deemed necessary by the Hotel

2. If the guest requests to extend the stay beyond the originally reserved date(s), such request shall be deemed as a new application for an accommodation contract at the time the request is made.

Article 3 (Establishment of Accommodation Contract)

1. An accommodation contract shall be deemed concluded when the Hotel accepts the application as stipulated in the preceding Article. However, this shall not apply when the Hotel proves that it did not accept the application.
2. Upon conclusion of the accommodation contract, the Hotel may request the payment of a deposit by a specified date.
3. The deposit shall be applied in the following order: first to the accommodation charge payable by the guest, then to penalties (cancellation fees), then to compensation for damages, and the balance, if any, shall be refunded at the time of payment under Article 12.
4. If the deposit is not paid by the specified due date, the accommodation contract shall lose its effect, provided that the Hotel has notified the guest accordingly.

Article 4 (Special Agreements Not Requiring Deposit)

1. Notwithstanding the provisions of Article 3, Paragraph 2, the Hotel may enter into a special agreement whereby no deposit is required.
2. If, at the time of acceptance of the accommodation contract, the Hotel does not request a deposit or specify a due date for such payment, it shall be deemed to have agreed to such a special arrangement.

Article 4-2 (Cooperation in Infection Prevention Measures)

The Hotel may request cooperation from guests in accordance with Article 4-2, Paragraph 1 of the Inns and Hotels Act (Act No.138 of 1948).

Article 5 (Right to Refuse Accommodation Contract)

The Hotel may refuse to enter into an accommodation contract under the following circumstances:

- (1) When the application does not conform to these Terms.
- (2) When no rooms are available due to full occupancy.
- (3) When it is recognized that the person seeking accommodation may engage in acts contrary to laws, public order, or good morals.
- (4) When the person seeking accommodation is deemed to fall under the following categories:
 - (i) Organized crime groups, members thereof, or persons associated with such groups as defined by the Act on Prevention of Unjust Acts by Organized Crime Group Members (Act No.77 of 1991).
 - (ii) Corporations or organizations under the control of such groups or their members.
 - (iii) Corporations with officers who are members of such groups.

- (5) When the person seeking accommodation has caused significant disturbance to other guests.
- (6) When the person is a patient of a designated infectious disease under the Inns and Hotels Act.
- (7) When violent demands or unreasonable burdens beyond a reasonable scope are made (excluding legitimate requests under the Act on the Elimination of Discrimination against Persons with Disabilities).
- (8) When requests prescribed by the Enforcement Regulations of the Inns and Hotels Act that impose excessive burden on the Hotel and may significantly hinder services to other guests are repeatedly made.
- (9) When accommodation cannot be provided due to natural disasters, facility malfunctions, or other unavoidable causes.
- (10) When otherwise stipulated by laws or prefectural ordinances.

Article 5-2 (Explanation of Refusal)

When the Hotel refuses to enter into an accommodation contract pursuant to the preceding Article, it shall endeavor to explain the reason within a reasonable scope if requested by the person seeking accommodation.

Article 6 (Guest's Right to Cancel the Contract)

1. The guest may cancel the accommodation contract by notifying the Hotel.
 2. If the guest cancels all or part of the accommodation contract for reasons attributable to the guest (except where the Hotel specified a due date for payment of the deposit under Article 3, Paragraph 2 and the guest canceled the contract prior to such payment), a penalty (cancellation fee) shall be charged. However, this applies only if the Hotel notified the guest of such cancellation fees at the time of entering into a special agreement under Article 4.
 3. If the guest fails to arrive without notice by 24:00 on the day of arrival, the Hotel may regard the accommodation contract as canceled by the guest.
 4. If the contract is canceled due to reasons attributable to the guest, the Hotel may claim compensation.
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Article 7 (Hotel's Right to Cancel the Contract)

The Hotel may cancel the accommodation contract under the following circumstances:

- (1) When it is recognized that the guest may or has engaged in acts contrary to laws, public order, or good morals.
 - (2) When the guest is deemed to fall under the categories of organized crime groups or associated individuals/entities.
 - (3) When the guest causes significant disturbance to other guests.
 - (4) When the guest is a patient of a designated infectious disease.
 - (5) When violent demands or unreasonable burdens beyond a reasonable scope are made (excluding legitimate requests under the Act on the Elimination of Discrimination against Persons with Disabilities).
 - (6) When requests as defined by the Enforcement Regulations of the Inns and Hotels Act are repeatedly made, imposing excessive burden on the Hotel and significantly hindering services to other guests.
 - (7) When accommodation cannot be provided due to natural disasters or other force majeure events.
 - (8) When the refusal of accommodation is permitted under applicable prefectural ordinances.
 - (9) When the guest smokes in bed, tampers with firefighting equipment, or otherwise violates hotel rules regarding fire prevention.
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Article 7-2 (Explanation of Cancellation)

The guest may request the Hotel to explain the reason when the Hotel cancels the contract under the preceding Article.

Article 8 (Registration at Check-in)

Guests shall register the following information at the front desk on the day of accommodation:

- (1) Guest name, age, gender, address, and occupation
- (2) For non-residents of Japan: nationality, passport number, port and date of entry
- (3) Departure date and scheduled departure time
- (4) Other matters deemed necessary by the Hotel

2. If the guest intends to pay charges by traveler's check, accommodation coupon, credit card, or other alternative methods, such instruments must be presented at the time of registration.

Article 9 (Hours of Room Use)

Guests may use the Hotel's guest rooms from 3:00 p.m. until 10:00 a.m. the following day. Continuous guests may use rooms throughout the day, except on the day of arrival and departure.

2. The Hotel may allow the use of guest rooms outside the above hours for an additional fee.

Article 10 (Compliance with Hotel Rules)

Guests shall comply with the Hotel's rules of use, which are posted within the premises.

Article 11 (Business Hours)

1. The Hotel's front desk services shall be as follows:

(1) Front desk service: 24 hours (may be temporarily unattended)

(2) Curfew: None

2. The Hotel may change the service hours when unavoidable, and such changes shall be notified by appropriate means.

Article 12 (Payment of Charges)

1. Accommodation charges payable by guests shall vary depending on the date and reservation status, in accordance with the rates determined by the Hotel.

2. The breakdown of accommodation charges shall be as specified in Appendix 1.

3. Payment shall be made at the front desk upon check-in, in currency or by credit card, accommodation coupon, electronic payment, or other means approved by the Hotel.

4. If the Hotel provides a guest room for use and the guest voluntarily does not stay, the accommodation charge shall still apply.

Article 13 (Liability of the Hotel)

1. The Hotel shall compensate guests for damages arising from the performance of, or in connection with, the accommodation contract, when such damages are attributable to the Hotel. However, such liability shall be limited to damages ordinarily foreseeable, except in cases of intent or gross negligence.

2. The Hotel shall not be liable for damages caused by fire, natural disasters, power outages, war, terrorism, infectious disease outbreaks, or other force majeure events.

3. The Hotel shall not be liable for accidents, loss, or theft caused by the guest's own negligence, except in cases of intent or gross negligence by the Hotel.

4. The Hotel is covered by innkeeper's liability insurance for fire and related incidents.

Article 14 (Provision of Substitute Accommodation)

1. If the Hotel is unable to provide a contracted guest room, it shall, with the guest's consent, arrange alternative accommodation with the same or similar conditions.

2. If no substitute accommodation can be arranged, the Hotel shall pay compensation equivalent to a penalty fee, which shall be applied to the amount of damages. However, no compensation shall be paid if the Hotel is not at fault.

Article 15 (Handling of Valuables)

1. The Hotel does not, as a general rule, accept custody of cash, valuables, or precious metals, except where a safekeeping service is explicitly offered at the front desk. Guests shall manage their valuables at their own risk.

2. The Hotel shall not be liable for loss, theft, or damage to valuables, cash, etc., within the Hotel premises, except in cases of intent or gross negligence.

3. If damages occur to valuables, cash, etc., due to the Hotel's intent or gross negligence, the Hotel shall compensate such damages. However, if the guest has not declared the type and value in advance, compensation shall be limited to 100,000 yen, unless intent or gross negligence is proven.

4. Guests are responsible for the management of their valuables, and the Hotel's liability shall not exceed the scope defined herein.

Article 16 (Custody of Guest's Baggage and Belongings)

1. If guest baggage arrives at the Hotel prior to check-in, the Hotel shall only accept custody with prior consent and shall deliver it to the guest upon check-in. The Hotel shall not be liable for damage, loss, or theft during transportation unless due to intent or gross negligence.

2. If baggage or belongings are left behind after check-out, the Hotel shall contact the owner when identifiable and follow their instructions. If no instructions are received, or ownership is unclear, the items shall be kept for 7 days (including the day found) and then reported to the nearest police station.

3. The Hotel's responsibility for custody shall follow the principles outlined in Article 15.

Article 17 (Parking Liability)

The Hotel provides parking space for guests but does not assume responsibility for vehicle management, regardless of whether car keys are entrusted. However, the Hotel shall be liable for damages caused intentionally or negligently in the management of the parking area.

Article 18 (Guest's Liability)

Guests shall compensate the Hotel for any damages caused by their intent or negligence.

Article 19 (Compensation for Damage to Facilities)

1. If the guest or accompanying persons damage, soil, or lose the Hotel's facilities, equipment, or fixtures through intent or negligence, they shall compensate the Hotel for repair, replacement, or cleaning costs as determined by the Hotel.
 2. Normal wear and tear or deterioration due to age shall not be subject to compensation by the guest.
 3. If the Hotel's operations are disrupted due to the guest's intent or gross negligence, the Hotel may claim business compensation. The Hotel shall promptly notify the guest of the damages and consult regarding payment methods.
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Article 20 (Entry into Guest Rooms)

The Hotel may enter guest rooms, even after check-in, under the following circumstances:

1. To provide cleaning, room service, or other Hotel services.
 2. When it is recognized that the guest may or has engaged in acts contrary to laws, rules, public order, or morals.
 3. When entry is deemed necessary by police or fire authorities.
 4. When required for the protection or maintenance of facilities.
 5. When necessary to check the guest's safety or well-being.
 6. When the guest fails to check out by the designated time and cannot be contacted.
 7. In case of other emergencies as determined unavoidable by the Hotel.
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Article 21 (Cancellation Policy)

1. The conditions for cancellation (penalties, refunds, etc.) shall follow the cancellation policy of the reservation channel used by the guest.
 2. Guests are deemed to have reviewed and agreed to the applicable cancellation policy at the time of reservation.
 3. The Hotel shall make reasonable efforts to inform guests of applicable policies but the final confirmation rests with the reservation channel or travel agency used by the guest.
 4. For reservations made directly with the Hotel, the cancellation policy shall be as specified in Appendix 2 and may be revised as necessary, with notice given via the Hotel's official website, reservation confirmation, or other reasonable means.
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Article 22 (Jurisdiction)

Any disputes related to these Terms shall fall under the exclusive jurisdiction of the Nago Branch of the Okinawa District Court or the Nago Summary Court as the court of first instance.

Appendix 1 – Breakdown of Accommodation Charges (Related to Article 12)

Category / Content

Basic accommodation charge: Room rate (including tax)

Additional charges: Extra bedding, extension fees, cleaning fees, facility usage, etc.

Penalty: Cancellation fees (in accordance with cancellation policy)

Compensation: Costs arising from damage/soiling of facilities/equipment (per Article 19)

Appendix 2 – Direct Reservation Cancellation Policy

Individuals

Date of cancellation / Penalty rate (% of accommodation charge)

No-show: 100%

Same day: 100%

1 day prior: 50%

2 days prior: 30%

3 days prior: 10%

Groups (15 persons or more)

Date of cancellation / Penalty rate (% of accommodation charge)

No-show: 100%

Same day: 100%

1 day prior: 80%

2 days prior: 50%

3 days prior: 30%

4–7 days prior: 30%

8–14 days prior: 15%

15–30 days prior: 10%

* If the length of stay is shortened, a penalty equivalent to one night's stay shall be charged, regardless of the shortened period.

* A group is defined as 15 persons or more.

* The above percentages apply to the "basic accommodation charge."
