

Runesu Karuizawa

General Terms and Conditions for Accommodation Contract

When using the rental villa/cottage Runese Karuizawa (hereinafter the Facilities), Contracts for accommodation and related agreements to be entered into between the Facilities and the Guest to be accommodated shall be subject to these Terms and Conditions. Also the Guest is requested to observe the Use Guidance and the House Regulations provided by the Facilities. Please read these documents carefully and use our accommodation on your agreement.

Article 1 (Scope of Application)

 Contracts for accommodation and related agreements to be entered into between the Facilities and the Guest to be accommodated shall be subject to these Terms and Conditions. Any particulars not provided herein shall be governed by laws and regulations and/or generally accepted practices.

Article 2 (Application for Accommodation Contract and Registration)

- 1. A Guest who intends to make an application for an Accommodation Contract with the Facilities shall notify our staff of the following particulars. On line application has priority over applications by other means such as telephone, etc. This works as a record to ensure the registration.
- (1) Name, sex, address and contact number (telephone and/or mobile phone) of the Representative
- (2) In case the guests of foreign nationalities, nationality and passport number by presenting the passport
- (3) Date of arrival, number of the days of stay and number, sex and age (school children and infants) of the accompanying persons.
- (4) Estimated time of arrival
- 2. Guest applying for accommodation in conformity with the paragraph (1) is entitled to use the membership system of the Facilities. The Regulations of this membership is provided separately.
- 3. Registration under the paragraphs 2 and 3 is required at the front office on your arrival. Foreigners are required to present the passport.

Article 3 (Conclusion of Accommodation Contracts)

- A Contract for Accommodation shall be deemed to have been concluded when the
 Facilities has duly accepted the application as stipulated in the preceding Article.
 However, the same shall not apply where it has been proved that the Facilities 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 a deposit set by the Facilities within the limits of Basic Accommodation Charges by the date specified by the Facilities.
- 3. If the Guest fails to pay the deposit by the date in Paragraph 2, the Facilities shall treat the Accommodation Contract as invalid. However, the same shall apply only in case where the Guest is thus informed by the Villa.

Article 4 (Special Contracts Requiring No Accommodation Deposit)

1. Notwithstanding the provisions of Paragraph 2 of the preceding Article, the Facilities may enter into a special contract requiring no accommodation deposit.

Article 5 (Refusal • Cancellation of Accommodation Contracts)

- 1. The Facilities may not accept the conclusion of an Accommodation Contract or cancel the Contract under any of the following circumstances.
- (1) When the application for accommodation does not conform with the provisions of these Terms and Conditions;
- (2) When the Guest seeking accommodation is deemed liable to conduct himself/herself in a manner that will violate laws or act against the public order or good morals in regard to his/her accommodation;
- (3) When the Guest seeking accommodation can be identified as carrying an infectious disease:
- (4) When the Facilities and/or its staff are violently threatened or unreasonably burdened by the Guest;
- (5) When the Facilities is unable to provide accommodation due to natural calamities, malfunction of facilities and/or other unavoidable causes;
- (6) When the Guest could cause annoyance to other guests or when the guest behaves in such a manner as to be an annoyance to other guests;
- (7) When the Guest does not observe prohibited actions such as smoking in bed, tampers or deliberately destroys the facilities or furniture or otherwise. Or when the Guest fails to observe the House Regulations and Use Guidance provided by the Facilities.
- 2. No one other than the registered guests under the Articles 2 and 3 is allowed to use the Facilities. In case this happens, the additional charge will be required

Article 6 (Right to Cancel Accommodation Contracts by the Guest)

- 1. The Guest is entitled to cancel the Accommodation Contract by notifying the Facilities.
- 2. If the Guest has cancelled the Accommodation Contract due to causes for which the Guest is liable, the Guest shall be charged the cancellation fee as listed in the Attached Table 1.
- 3. If the Guest does not appear by 7:00p.m. of the accommodation date without an advance notice (or 2 hours after the expected time of arrival if the Facilities is notified), the Facilities may regard the Accommodation Contract as being cancelled by the Guest.

Article 7 (Check in and Check out)

1. Check in: 3:00p.m. on the day of arrival

Check out: 10:00a.m. on the day of departure

These times shall be judged by time shown by the front office clock.

However, in the case when the Guest is accommodated continuously, the Guest may occupy the Facilities all day, except on the day of arrival and departure.

- 2. The Facilities may, notwithstanding the provisions prescribed in the preceding paragraph, permit the Guest to occupy the Facilities beyond the time prescribed in the same Paragraph up to 12:00 noon. In this case, extra charges shall apply as attached Table 2.
- 3. Notwithstanding the preceding Paragraph 1, the Facilities shall accept anyone to use the villa/cottage during the hours specified by the Facilities. The charges shall be as follows:

(1) up to 3 hours: 1/3 of the accommodation charge
(2) up to 6 hours: 1/2 of the accommodation charge
(3) over 6 hours: 100% of the accommodation charge

Article 8 (Observance of Regulations and Use Guidance)

Your understanding and cooperation with the Regulations and Use Guidance provided by the Facilities will be appreciated.

Article 9 (Payment of Accommodation Charges)

- 1. The explanation of accommodation charges, etc. that the Guest shall pay is as listed in the attached Table 3 and 4.
- 2. Accommodation charges, etc. stated in the preceding Paragraph shall be paid in Japanese currency, credit cards or coupons accepted by the Villa.
- 3. The Guest shall settle accommodation charges, etc. at the Front desk at the time of the

Guest's check in or upon a request by the Facilities.

Article 10 (Liabilities of Runesu Kaeuizawa)

Runesu Karuizawa shall compensate the Guest for damage if the Facilities has caused such damaged to the Guest in the fulfillment or the nonfulfillment of the Accommodation Contract or by an unlawful act. However, the same shall not apply in cases where such damage has been caused due to reasons for which the Facilities is not liable.

Article 11 (Dealing when Unable to Provide Contracted Villas)

- In case when the Facilities will not be unable to provide contracted villa, the Facilities shall arrange accommodation of the same standard elsewhere with the consent of the Guest.
- 2. When the Facilities will not be able to arrange other accommodation, notwithstanding the preceding Paragraph, the Facilities shall pay the Guest a compensation fee equivalent to the cancellation charges and the compensation fee shall be applied to reparations. However, when the Facilities is not liable for being unable to arrange the villa, the Facilities will not compensate the Guest.

Article 12 (Custody of Baggage and/or Belongings)

- 1. When the Guest's baggage is delivered to the Facilities in advance of his/her arrival, the Facilities shall be liable to keep in custody only when the Facilities is advised so beforehand and accepted. The baggage shall be handed over to the Guest at the check in time
- 2. After check-out, if the baggage or belongings of the Guest is left behind, the Facilities shall inform the Guest and ask for the further instruction when the ownership is confirmed. In case that the ownership is not confirmed or such instruction is not given, the Facilities shall keep it for 7 days (including the day of finding), and then dispose it or hand it over to the police.

Article 13 (Liability of the Guest)

If the Guest damages the Facilities with intent or fault, the Guest shall be charged for the compensation.

Article 14 (Communication and Mutual Understanding between the Guest and Runesu Karuizawa)

The Facilities consider it important to offer services to the satisfaction of the Guest. To achieve this, the Facilities shall actively use e-mail and perform the mutual understanding.

Article 15 (Treatment of the Personal Information Protection)

The Facilities shall observe the Personal Information Protection Law and the related regulations and handle such information acquired in the conduct of business with infallibility and strict fairness.

Regarding this Accommodation Contract, if there will be any discrepancy between the understandings by the Guest and Runesu Karuizawa, the Accommodation Contract in the Japanese language will take precedence.

Attached Table 1 Cancellation Charge (Ref. Paragraph 2 of Article 6)

Accommodation day	100%
1 day prior to accommodation day	50%
2~10 days prior to accommodation day	40%
11~20 days prior to accommodation day	20%

Attached Table 2 Extra Charge for Overtime Use (Ref. Pragraph 2 of Article 7)

No. of people	Charge
2~7 people	¥3,000/hour
8 people and more	¥5,000/hour

Attached Table 3 Accommodation Charges (Ref. Article 9)

Please refer to the Internet.

Attached Table 4 Tariff for Children (Ref. Article 9)

Child (9 years old and over)	100% of adult accommodation charge
Child (6 ~ 8 years old)	70% of adult accommodation charge
Infant (3 ~ 5 years old)	50% of adult accommodation charge
Infant (0 ~ 2 years old) with bedding	50% of adult accommodation charge
Infant (0 \sim 2 years old) without bedding	no charge
(up to 2 infants)	Note: Extra charge of ¥1,000 per additional
	infant