# HOUSE REGULATIONS

Every guest is requested to observe and comply with the following Regulations established by Lake Biwa Marriott Hotel to maintain the quality of the hotel and to ensure that Hotel guests have a pleasant and safe stay in accordance with Article 10 of the Terms and Conditions for Accommodation Contracts. If a guest does not comply with the House Regulations, Lake Biwa Marriott Hotel may choose not to permit further use by the guest of the guest's Hotel room and other Hotel facilities pursuant to Section 1 of Article 7 of said Terms and Conditions.

Lake Biwa Marriott Hotel will not be liable to any guest or other person for any damage caused by his/her failure to comply with the House Regulations.

#### 1 Guest Rooms

- (1) Please refrain from using your room for purpose other than lodging.
- (2) Please do not use guest rooms for business activities or private parties, as offices or for any purposes other than accommodation use, without the consent of the Hotel.
- (3) All guest rooms are non-smoking.
- (4) Please do not use and bring in inflammables for heating, cooking, or the like, irons, etc., in the guest room or the corridors without the consent of the Hotel.
- (5) Maximum occupancy for a room is up to the specified number of guests for each room, including a guest under 12 years old who uses a rollaway bed. If one or more children under 12 share a bed with others, the specified number plus one is the maximum number of guests allowed for a room.

#### 2 Valuables

- (1) Please deposit your cash and valuables in the safety box in your room.
- (2) Please lock the locker when you use it.

## 3.Guest Room Keys and lock

- (1) When leaving your room, please make sure the door is locked
- (2) Please use the door latch whenever you are in your rooms.
- (3) Please answer a knock at the door with the door latch attached or after checking through the peephole.

#### 4.Visitors

- (1) Please do not make visitor use guest room's equipment and furniture.
- (2) Please refrain from inviting outside visitors to your guest room after 9 p.m.

#### 5.Payment

- (1) You may be requested to settle your account at some point during your stay. If so, please make payment at that time.
  (2) Please understand that a deposit is requested upon your arrival or extending your stay at the Hotel.
- (3) In circumstances where a party other than the staying guest is to make payment for charges incurred by the Guest and payment is not made by determined date, the Hotel shall request payment directly from the Guest.
- (4) Payment of charges incurred in during use of the Hotel shall be settled with cash, credit cards or a means accepted by the Hotel in place of such.

- (5) When signing for bills at the Hotel restaurants and bars, please show your room key or key card.
- 6.Please refrain from such activity as described below that may cause a nuisance to other guests of the Hotel.
- (1) Animals, birds, insects, reptiles, etc.(except service dogs for people with disabilities and other dogs permitted by the hotel to accompany guests) are prohibited.
- (2) Bringing objects emitting a foul odor into the Hotel.
- (3) Bringing objects of an unusually large size or in unusually large quantities into the Hotel.
- (4) Bringing firearms, sword, drugs or other articles, the possession of which is prohibited by the law of Japan into the Hotel.
- (5) Bringing explosives or inflammable substances into the Hotel.
- (6) Gambling, behavior corrupting of public morals.
- (7) Drinking heavily, making loud noises, singing, creating a disturbance or any other disgusting behavior.
- (8) Use of the lobby area or restaurants in Yukata, pajamas, bathrobe or wearing slippers is prohibited.
- (9) Distribution of advertising or publicity literature, sales of goods or other such activity within the Hotel.
- (10) Bringing and ordering meals and drinks to be delivered from outside the Hotel.
- (11) Placing any personal belongings in the lobby or hall way.
  (12) Accommodations to minors without an appropriate
- (13) Guest who behaves in a manner which may physically or mentally cause harm to other guests and property as well as his/her own self due to dementia or intoxication.
- (14) A sick or injured person without an appropriate attendant.
- (15) In case of breakage or loss to Lake Biwa Marriott Hotel's facilities and equipment,
- Lake Biwa Marriott Hotel may claim damages.
- (16) Please do not remove, alter any equipment or fixtures of the Hotel or use for purposes other than those intended.
- (17) The Hotel shall refuse to accommodate people
- behaving unpleasantly toward other guests or who carry a disease which causes an annoyance to other guests.
- (18) Guests are reminded that unauthorized publication for commercial purpose of photographs taken on premises of the Hotel is prohibited.
- (19) Please do not enter the area of Back of House, machine room, emergency exit except in the case of emergency.
- 7.Lost property and items left at the Hotel will be handled in accordance with the law.

### 8.Unclaimed items

- (1) Unclaimed items shall be held during your stay.
- (2) Fresh products shall not be taken in principle.

## 9.Governing Language

These Provisions are written both in Japanese and in English. In the event of any inconsistency or difference between the two versions of these provisions, the Japanese version shall prevail in all respects.

# TERMS CONDITIONS FOR ACCOMMODATION CONTRACTS

#### (Scope of Application)

Article 1. Contracts for accommodation and related agreements to be entered into between this Hotel 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 ("laws and regulations," or those based on laws and regulations. The same shall apply hereinafter) and/or generally accepted practices.

2. In the case when the Hotel has entered into a special contract with the Guest in so far as such special contract does not violate laws and regulations and generally accepted practices the special contract shall take precedence over the provisions of these Terms and Conditions, notwithstanding the preceding Paragraph.

#### (Application for Accommodation Contract)

Article 2. 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 the Guest(s).
- (2) Date of accommodation and estimated time of arrival.
- (3) Accommodation charges (based in principle on the Basic Accommodation Charges listed in the Attached Table No.1).
- (4) Other particulars deemed necessary by the Hotel.
- 2. If Guests request to extend their stay, during their stay, beyond the date in subparagraph (2) of the 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. 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 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 set by the Hotel within the limits of Basic Accommodation Charges covering the Guest's entire period of stay (3 days when the period of stay exceeds 3 days) by the date specified by the Hotel.
- 3. The deposit shall be first used for the Total Accommodation Charge to be paid by the Guest, secondly for cancellation charges under Article 6 and thirdly for reparations under Article 18 as applicable. The remainder, if any, shall be refunded at the time of payment for accommodation as stated in Article 12.
- 4.If the Guest fails 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. Notwithstanding the provisions of Paragraph 2 of the preceding Article, the Hotel may enter into a special contract requiring no accommodation depos it after the Contract has been concluded as stipulated in the same Paragraph.

2. In the case when the Hotel has not requested payment of the deposit as stipulated in Paragraph 2 of the preceding Article and/or has not specified the date of payment of the deposit at the time the application for an Accommodation Contract has been accepted, it shall be treated as though the Hotel has accepted a special contract prescribed in the preceding Paragraph.

(Request for cooperation in infection control measures at facilities) Article 4-2. The Hotel may request cooperation from the person who intends to stay at the hotel in accordance with the provisions of Article 4-2, Paragraph 1 of the Hotel Business Act (Act No.138 of 1948).

(Refusal of Accommodation Contracts)

groups, or other antisocial groups.

Article 5. The Hotel may not accept the conclusion of an Accommodation Contract under any of the following circumstances. However, this paragraph does not mean that the Hotel may refuse accommodation in cases other than those listed in Article 5 of the Hotel Business Act.

- (1) When the application for accommodation does not conform with the provisions of these Terms and Conditions.
- (2) When the Hotel is fully booked and there is no vacancy.
- (3) 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.
- (4) When the person who intends to stay at this hotel is deemed to fall under any of the following items (a) through (c).
- (a) Organized Crime Groups as defined in Article 2, Item 2 of the Act on Prevention of Unjust Acts by Organized Crime Groups (Act No.77 of 1991) (hereinafter referred to as "Organized Crime Groups"), members of organized crime groups as defined in Article 2, Item 6 of the same article (hereinafter referred to as "Members of Organized Crime Groups"), associate members of organized crime groups or persons related to organized crime
- (b) When the person is an organized crime group or a corporation or other organization whose business activities are controlled by an organized crime group or a member of an organized crime
- (c) A person who is a juridical person and one of its officers falls under the category of an organized crime group member.

  (5) When the person is behaving in such a manner as to be an annovance to other quests.
- (6) When a person who intends to stay at this hotel is a patient, etc. of a specified infectious disease as defined in Article 4-2, paragraph 1, item 2 of the Hotel Business Act (hereinafter referred to as "patient, etc. of specified infectious disease").
- (7) When a violent act of demand is committed or a burden exceeding a reasonable range is demanded with regard to accommodation (Excluding cases where the person seeking accommodation requests the removal of social barriers pursuant to the provisions of Article 7, Paragraph 2 or Article 8, Paragraph 2 of the Act (Act No. 65 of 2013. Hereinafter referred to as the "Act on Elimination of Discrimination against Persons with Disabilities") on Promotion of Elimination of Discrimination on the Basis of Disability.)
- (8) When the person who intends to stay in the Hotel has repeatedly made a request to the Hotel as specified in Article 5-6 of the Enforcement Regulations of the Hotel Business Act as a request whose burden is excessive in its implementation and which may seriously impede the provision of accommodation-related services to other quests.
- (9) When the Hotel is unable to provide accommodation due to natural calamities, malfunction of facilities and/or other unavoidable causes.
- (10) When the case falls under the grounds for refusing accommodation as stipulated in the "Ordinance for Enforcement of the Ryokan Business Law" enacted by the relevant prefecture based on "other grounds stipulated by the prefecture by ordinance".

(Explanation of refusal to conclude a contract of accommodation) Article 5-2. The person who intends to stay may request the Hotel to explain the reasons for its refusal to enter into a contract of accommodation in accordance with the preceding article.

(Right to Cancel Accommodation Contracts by the Guest)
Article 6. The Guest is entitled to cancel the Accommodation
Contract by notifying the Hotel.

2. If the Guest has cancelled the Accommodation Contract in whole or in part due to causes for which the Guest is liable (except in the case when the Hotel has requested payment of the deposit

# TERMS CONDITIONS FOR ACCOMMODATION CONTRACTS

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 Attached Table No. 2. However, in the case when a special contract as prescribed in Paragraph 1 of Article 4 has been concluded, the same shall apply only when the Guest is informed of the obligation of payment of cancellation charges in case of cancellation by the Guest.

3. If the Guest does not appear by 6 p.m. of the accommodation date (without advance notice 2 hours after the expected time of arrival if the Hotel is notified), the Hotel may regard the Accommodation Contract as being cancelled by the Guest.

(Right to Cancel Accommodation Contract by the Hotel) Article 7. The Hotel may cancel the Accommodation Contract under any of the foll owing circumstances. However, this paragraph does not mean that this hotel may refuse accommodation in cases other than those listed in Article 5 of the Hotel Business Act. (1) When the Guest is deemed liable for conduct and/or has conducted himself/herself in a manner that will violate laws or act against the public order and good morals in regard to his/her accommodation.

- (2) When it is recognized that the Guest falls under any of the following items (a) through (c). (a) When the Guest is a crime group, a member of a crime group, a quasi-constituent of a crime group, or a person related to a crime group, or any other antisocial group.
- (b) When the Guest is a juridical person or other organization whose business activities are controlled by a crime group or a member of a crime group.
- (c) When the Guest seeking accommodation is a corporation which any of directors are proven to be a member of an organized crime group.
- (3) When the Guest is behaving in such a manner as to be an annoyance to other guests.
- (4) When the Guest  $\bar{i}$ s a patient, etc. of specified infectious disease.
- (5) When the Guest who intends to stay at the accommodation commits a violent demand act or asks for a burden exceeding a reasonable range with regard to the accommodation (except when the guest requests the removal of social barriers as provided in Article 7, paragraph 2 or Article 8, paragraph 2 of the Act on Elimination of Discrimination against Persons with Disabilities).

  (6) When the Guest repeatedly makes a request to this hotel that is so burdensome in its implementation that it may seriously impede the provision of accommodation-related services to other guests, as specified in the Article 5-6 of the Enforcement Regulations of the Hotel Business Act.
- (7) When the Hotel is unable to provide accommodation due to natural calamities and/or other causes of force majeure.
  (8) When the case falls under the grounds for refusing accommodation as stipulated in the "Ordinance for Enforcement of the Ryokan Business Law" enacted by the relevant prefecture based on "other grounds stipulated by the prefecture by ordinance".
  (9) When the Guest does not observe prohibited actions such as smoking in bed, tampers with fire-fighting facilities and otherwise breaches Hotel Regulations stipulated by the Hotel (restricted to particulars deemed necessary in order to avoid causing fires).

  2. If the Hotel has canceled the Accommodation Contract in accordance with the preceding Paragraph, the Hotel shall not charge the Guest for any of the services during the contractual period he/she has not received.

(Explanation of Cancellation of Accommodation Contract) Article 7-2. In the event that the Hotel cancels the accommodation contract in accordance with the preceding article, the Guest may request an explanation of the reasons for such cancellation.

#### (Registration)

Article 8. The Guest shall register the following particulars the

Front Desk of the Hotel on the day of accommodation:

- (1) Name, address, and contact information of the Guest(s).
- (2) Nationality and passport number for foreigners who do not have a domicile in Japan. (3) Other particulars deemed necessary by the Hotel.
- 2. In the case when the Guest intends to make payment of the charges in accordance with Article 12 by any means other than Japanese currency, such as traveler's checks, coupons, credit cards, etc., these credentials shall be shown in advance at the time of registration in accordance with the preceding paragraph.

#### (Occupancy Hours of Guest Rooms)

Article 9. The Guest is entitled to occupy the contracted guest room of the Hotel from 3 p.m. on the day of arrival to 11 a.m. on the day of departure. However, in the case when the Guest is accommodated continuously, the Guest may occupy the guest room all day, 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 guest room beyond the time prescribed in the same Paragraph, in this case, extra charges shall apply as follows.
- (1) Up to 3 hours: 30% of the room charge.
- (2) Up to 6 hours: 50% of the room charge
- (3) Extra time in excess of 6 hours: 100% of the room charge.

#### (Observance of Hotel Regulations)

Article 10. The Guest shall observe the Hotel Regulations established by the Hotel. Hotel Regulations are posted within the premises of the Hotel.

#### (Business Hours)

Article 11. The business hours of the Hotel facilities shall be notified in detail by brochures as provided, notices displayed in various places, the Service Directory in guest rooms and other means

2.The business hours specified in the preceding Paragraph are subject to temporary changes due to unavoidable circumstances of the Hotel. In such cases, the Guest shall be informed by appropriate means.

### (Payment of Accommodation Charges)

Article 12. The explanation of accommodation charges, etc. that the Guest shall pay is as listed in the attached Table No.1.

- Accommodation charges, etc. as stated in the preceding Paragraph shall be paid at Front Desk at the time of the Guest's departure or upon request by the Hotel in Japanese currency.
   Other means acceptable to the Hotel are traveler's cheques, coupons and credit cards.
- 3. Accommodation charges shall be paid even if the Guest voluntarily does not utilize the accommodation facilities provided for him/her by the Hotel.

#### (Liabilities of the Hotel)

Article 13. The Hotel shall compensate the Guest for damage if the Hotel has caused such damage to the Guest in the fulfillment or the nonfulfillment of the Accommodation Contract and/or related agreements. However, the same shall not apply in cases 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 fire and/or other disasters.

(Handling when Unable to Provide Contracted Rooms)
Article 14. 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 of other accommodation cannot be made, notwithstanding the provisions of the preceding Paragraph, the Hotel shall pay the Guest a compensation fee equivalent to the

# TERMS CONDITIONS FOR ACCOMMODATION CONTRACTS

cancellation charges and the compensation fee shall be applied to reparations. However, when the Hotel cannot provide accommodation due to causes for which the Hotel is not liable, the Hotel will not compensate the Guest.

## (Handling of Deposited Articles)

Article 15. The Hotel shall compensate for the Guest for damages when loss, breakage, or other damage occurs to goods, cash, or valuables deposited at the front desk by the Guest, except in the case when such damage is caused by force majeure. However, for cash and valuables, when the Hotel has requested the Guest for an appraisal of the value and the Guest has failed to do so, the Hotel shall compensate the Guest up to a maximum of yen. 2. The Hotel shall compensate the Guest for damages when loss, breakage or other damage is caused, through intent or negligence on the part of the Hotel, to the goods, cash or valuables brought onto the premises of the Hotel by the Guest but are not deposited at the Front Desk. However, in the event that the type and value of the guest's property or cash and valuables have not been disclosed in advance, this hotel shall compensate for damages up to yen, except in the case of intent or gross negligence on the part of the

(Custody of Baggage and/or Belongings of Guest)
Article 16. When the baggage of the Guest is brought into the
Hotel before his/her arrival, the Hotel shall be liable to store it only
in the case when such a request has been accepted from the
Hotel. The baggage shall be handed over to the Guest at the Front
Desk at the time of his/her check-in.

2. When the baggage or belongings of the Guest are found after check-out and ownership of the article is confirmed, the Hotel shall inform the owner of the article left and ask for further instructions. When no such instructions are given to the Hotel by

the owner or when ownership is not confirmed, the hotel will keep the property for 7 days, including the day of discovery, after which it will be reported to the nearest police station.

3. The Hotel's liability in regards to the custody of the Guest's baggage and belongings in the case of the preceding two paragraphs shall be in accordance with the provisions of Paragraph 1 of the Preceding Article in the case of Paragraph 1, and with the provisions of Paragraph 2 of the same Article in the case of Paragraph 2.

#### (Liability in Regard to Parking)

Article 17. The Hotel shall not be liable for the custody of the vehicle of the Guest when the Guest utilizes the parking lot within the premises of the Hotel, as it shall be regarded that the Hotel simply offers the space for parking, whether the key of the vehicle has been deposited to the Hotel or not. However, the Hotel shall compensate the Guest for damage caused through intent or negligence on the part of the Hotel in regards to the management of the parking lot.

#### (Liability of the Guest)

Article 18. The Guest shall compensate the Hotel for damage caused through intent or negligence on part of the Guest.

#### (Governing Language)

Article 19. These Provisions are written both in Japanese and English. In the event of any inconsistency or difference between the two versions of these Provisions, the Japanese version shall prevail in all respects.

TABLE NO. 1. CALCULATION METHOD FOR ACCOMMODATION CHARGES, ETC.

		Contents
Total Amount to be paid by guests	Accommodation Charge	(1)Basic Accommodation Charge(Room Charge) (2)Service Charge((1) x 13%)
	Extra Charges	(3)Meals and Drinks and other Expenses (4)Service Charge((3) x 13%)
	Tax	(5)Consumption Tax (6)Bathing Tax

- 1. Accommodation charges are based, in principle, on the basic accommodation charges posted at the reception desk
- $2. The \, most \, recent \, revision \, to \, the \, taxation \, law \, governs \, these \, terms.$

#### TABLE NO. 2. CANCELLATION CHARGE

Date of cancellation of reservation	Individual	Group
	Up to 9 rooms or 14 persons per day	10 rooms or more, 15 persons or more per day
No Show	100%	100%
Accommodation day	80%	100%
1Day before	50%	80%
7Days before	10%	20%
9Days before	_	20%
20Days before	_	10%

- 1. The percentage signifies the rate of cancellation charges to the Basic Accommodation Charges from the entire period. For "Package" accommodations, these rates apply to the full amount of the package.
- When the number of days contracted is shortened, cancellation charge for the first day shall be paid by the Guest regardless of the number of days shortened.