

aeru time-stay
Accommodation Agreement and Terms of Use

aeru time-stay Accommodation Agreement

Article 1 Scope

1. The accommodation agreement and related contracts that our accommodation enters into with guests shall be subject to the provisions of these contracts. Any matters not provided for in these contracts shall be governed by laws, regulations, the terms of use, or customary practices. The accommodation is operated by aeru awai, LLC., and in this accommodation agreement and terms and regulations, "the facility" shall refer to aeru awai, LLC. and aeru time-stay.
2. In the event that the facility enters into a special agreement, provided such special agreement does not violate laws, regulations or customary practices, notwithstanding the provisions of the preceding paragraph, such special agreement shall take precedence.

Article 2 Application for an Accommodation Contract

1. Anyone who wishes to apply for an accommodation contract with the facility must provide the facility with the following:
 - (1) Guest name
 - (2) Date of stay and expected arrival time
 - (3) Accommodation fees (in principle, based on the basic fees in Appendix 1)
 - (4) Other matters deemed necessary by the facility
2. If a guest requests, during his/her stay, to extend his/her stay beyond the date specified in Section 2 of the preceding paragraph, the facility shall treat such request as an application for a new accommodation contract at the time such request is made.

Article 3 Matters Concerning the Establishment of Accommodation Contracts

1. The accommodation contract will be deemed to have been established when the facility accepts the application stipulated in the preceding article. However, this does not apply if the facility can prove that it did not accept the application.
2. When an accommodation contract has been established in accordance with the provisions of the preceding paragraph, the basic accommodation fee for the entire stay will be paid as an application fee set by the facility by the date specified by the facility.
3. The application fee shall first be applied to the accommodation fee, ultimately to be paid by the guest, and in cases where the provisions of Articles 6 and 17 apply, it shall be applied to the penalty fees and then to compensation, in that order, and the remainder, if any, shall be refunded at the time of payment of the accommodation fee as provided for in Article 12.
4. If the application fee stipulated in Paragraph 2 is not paid by the date specified by the facility in accordance with the provisions of the same paragraph, the accommodation contract will be deemed null and void. However, this only applies if the facility has informed the guest of the due date for payment of the application fee.

Article 4 Special Agreements Requiring No Application Fee

1. Notwithstanding the provisions of Paragraph 2 of the preceding Article, the facility may enter into a special agreement in which the application fee stipulated in the same paragraph is not required after the contract has been established.
2. If, when accepting an application for an accommodation contract, the facility has not requested the payment of the application fee as stipulated in Paragraph 2 of the preceding Article, and has not specified a due date for the payment of the application fee, it shall be treated as if the facility had accepted a special contract as stipulated in the preceding paragraph.

Article 5 Right to Refuse Service

The facility may refuse to enter into an accommodation contract in the following cases:

- (1) When the application for accommodation does not conform to these terms and conditions.
- (2) When the facility is fully booked and there are no rooms available.
- (3) When the individual seeking accommodation is deemed likely to violate the law, public order, or good morals in regard to his/her accommodation.
- (4) When the individual seeking accommodation falls under or is likely to fall under any of the following items:
 - a) When said individual is affiliated with an organized crime group as defined in Article 2, Paragraph 2 of the Law Concerning Prevention of Unjust Activities by Organized Crime Groups (Act No. 77 of 1991) (hereinafter referred to as an "organized crime group"), is an organized crime group member as defined in Article 2, Paragraph 6 of the same law (hereinafter referred to as an "organized crime group member"), or is a semi-regular member of an organized crime group, or a person related to an organized crime group, or other anti-social forces.
 - b) When part of a corporation or other organization whose business activities are controlled by an organized crime group or a member of an organized crime group.
 - c) When part of a corporation in which any of its directors or officers are considered members of an organized crime group.
- (5) When the individual seeking accommodation is behaving in a manner that is or is likely to be a nuisance to other guests, employees, or local residents.
- (6) When the individual seeking accommodation is deemed to be carrying or at risk of carrying an infectious disease.
- (7) When violent demands are made concerning the accommodation or an unreasonable request is made.
- (8) When it is impossible to provide accommodation due to natural disasters, facility damage, or other unavoidable reasons.

Article 6 Guest's Right to Cancel Accommodation Contract

1. Guests may cancel their accommodation contract by notifying the facility.
2. If the guest cancels the accommodation contract in whole or in part due to personal circumstances or for reasons attributable to the guest (except when the guest

cancels the accommodation contract before the payment due date specified by the facility for the application fee as outlined in the provisions of Article 3, Paragraph 2), the guest will be required to pay a penalty fee as listed in Appendix 2.

3. When the guest does not arrive by 6:00 p.m. on the day of stay without contacting the hotel (or within two hours after the expected arrival time if the guest has stated such time), the facility may regard the accommodation contract as having been canceled by the guest.

Article 7 Facility's Right to Cancel the Contract

1. The facility may cancel the accommodation contract in the following cases:

(1) When the guest is deemed likely to violate the terms and conditions set forth by the facility, public laws, public order, or good morals in regard to his/her accommodation.

(2) When the individual seeking accommodation falls under or is likely to fall under any of the following items:

a) When the individual is affiliated with an organized crime group, is a member of an organized crime group, is a semi-regular member of an organized crime group, or is a person related to an organized crime group, or other anti-social forces.

b) When part of a corporation or other organization whose business activities are controlled by an organized crime group or a member of an organized crime group.

c) When part of a corporation in which any of its directors or officers are considered members of an organized crime group.

(3) When the guest is behaving in a manner that is or is likely to be a nuisance to other guests, employees, or local residents.

(4) When the guest is deemed to be carrying an infectious disease.

(5) When violent demands are made concerning the accommodation or an unreasonable request is made.

(6) When it is impossible to provide accommodation due to a natural disaster or other major event.

(7) When the guest violates the rules and regulations stipulated by the facility such as smoking in the facility, on the facility premises, in bed, or in the surrounding area, tampering with fire equipment, etc.

2. When the facility has canceled the accommodation contract in accordance with Section 6 of the preceding paragraph, the facility shall not charge the guest for any accommodation services that he/she has not yet received.

Article 8 Accommodation Registration

1. Guests will be required to register the following information at the facility on the first day of their stay:

(1) Name, age, sex, address, and occupation

(2) For foreigners: nationality, passport number, place of entry, and date of entry

(3) Departure date and expected departure time

(4) Other matters deemed necessary by the facility

2. When the guest intends to pay the fees stipulated in Article 12 by any means in place of Japanese currency, such as accommodation vouchers or credit card, these shall be presented at the time of registration stipulated in the preceding paragraph.

Article 9 Room Hours

1. In principle, guests may occupy their guest rooms at the facility from 3:00 p.m. to 11:00 a.m. the following day, but this may vary depending on the accommodation plan. When staying for consecutive nights, the room may be used all day except for the days of arrival and departure.

2. Notwithstanding the provisions of the preceding paragraph, our facility may permit guests to occupy guest rooms outside the hours specified in the same paragraph. In this case, the following additional fees will be charged:

(1) Up to 3 hours over: 25% of the accommodation fee

(2) Up to 6 hours over: 50% of the accommodation fee

(3) Over 6 hours: 100% of the accommodation fee

Article 10 Compliance with the Terms of Use

Guests are required to observe the rules and regulations of the facility as established by the facility and made available to guests by posts in the facility or by other means.

Article 11 Business Hours

1. The business hours of our main and other facilities are listed in the service directory and other means within the facility.

2. The business hours shown may be subject to change when necessary or unavoidable. In such cases, we will notify guests by appropriate means.

Article 12 Payments

1. The breakdown and calculation method of the accommodation fees, etc. to be paid by the guest are outlined in Appendix 1.

2. The accommodation fees stipulated in the preceding paragraph shall be paid in Japanese currency or by any other means stipulated by the facility, such as accommodation vouchers or credit cards, at the time of the guest's departure or when requested by the facility.

3. Accommodation fees will be charged even when the guest chooses not to stay of their own will after the facility has provided the guest with a guest room and made it available for use.

Article 13 Facility Liability

The facility shall compensate the guest for damages caused to the guest in the fulfillment or non-fulfillment of the accommodation contract and/or related agreements. However, this does not apply when the reason for such damages is not attributable to the facility.

Article 14 Handling of Valuables

In the event of loss, damage, etc. to articles, cash, or valuables brought into the premises of the facility by a guest due to reasons attributable to the facility, the facility will compensate the guest up to a total amount of 100,000 yen, except in cases where such damage and/or loss is due to willful misconduct or gross negligence on the part of the facility.

Article 15 Custody of Luggage and Guest Belongings

1. If the guest's luggage is delivered to the facility prior to his/her arrival, the facility will only be responsible for storing it if this has been approved in advance and will hand belongings over to the guest at the time of check-in.
2. If a guest's luggage or valuables are found left behind at the facility after his/her check-out, and the owner of the items is identified, the facility will contact the owner and request their instructions. However, if there is no instruction from the owner or if the owner cannot be identified, the belongings will be kept for up to seven days, including the day it was found, and then turned over to the nearest police station.
3. The liability of our facility regarding the custody of the guest's luggage and belongings in the cases of the preceding two paragraphs shall be in accordance with the provisions of the preceding article.

Article 16 Parking Liability

When the guest uses the parking lot contracted by the facility, the facility is only responsible for disclosing the location of the parking lot to the guest, regardless of whether the guest has deposited the vehicle key with the facility, and will not be accountable for the guest's vehicle.

Article 17 Guest Liability

When the guest causes damages or losses to the facility by their own will or due to negligence on the part of the guest, the guest shall compensate the facility for such damages or losses.

Article 18 Disclaimer

Use of the internet provided by the facility is done so at the user's own risk. The facility shall not be liable for any damages incurred by users as a result of service interruptions, system failures, or other reasons while using the internet, except in cases where such damages are due to the facility's willful misconduct or gross negligence. Furthermore, if the facility determines that any use of internet services is inappropriate and thus damages the facility or a third party, the guest will be required to compensate for such damages.

Article 19 Amendments

1. The facility reserves the right to change these terms and conditions when such changes are in the general interest of those seeking accommodation and of the guests staying at the facility, or when such changes are not contrary to the purpose of the accommodation contract and are reasonable in light of the necessity for the changes, the appropriateness of the contents of the changes, etc.
2. In the event that the facility makes any amendments to these terms and conditions, the facility will determine the date of the changes and will notify prospective guests and existing guests staying on said date of the nature of the changes via the Internet.
3. If the prospective guest or existing guest does not agree to the changes to these terms and conditions, they may cancel the accommodation contract.

Article 20 Language

In the event of any discrepancy between the English and Japanese versions of these terms and conditions, the Japanese version shall take precedence.

aeru time-stay Terms of Use

In accordance with Article 10 of the accommodation agreement, aeru time-stay has established the following rules in order to maintain the characteristics of the facility and ensure that our guests have a comfortable and safe stay. We ask for our guest's cooperation in complying with these rules. In the unlikely event that a guest does not comply with these rules, we may refuse to allow use of the guest rooms and other parts of our facility, in accordance with Article 7, Paragraph 1 of the accommodation agreement. Furthermore, please note that the facility cannot take responsibility for any incidents that occur as a result of guests not providing their cooperation.

1. Please refrain from smoking inside the building or on the facility grounds.
There are no smoking areas within the building or in the surrounding area.
2. Please refrain from any actions that may cause a fire within the building.
Furthermore, appliances that use fire, such as for heating or cooking (excluding electrical and gas appliances installed by the facility), will be handled by facility staff, so guests are requested not to use them themselves.
3. To ensure the safety of our guests and to maintain the character of the facility, we will not allow the following items to be brought onto the premises:
 - (1) Animals and birds (excluding assistance dogs)
 - (2) Gunpowder, volatile oil, and other combustible or flammable items, or items that give off an unpleasant odor
 - (3) Items that exceed a normal size or amount
 - (4) Guns, blades, narcotics, and stimulants that are not permitted to be possessed by law
4. Please do not use guest rooms for any purpose other than accommodation.
5. We ask that guests use the guest room safe to store cash and valuables during their stay. In the unlikely event of loss or theft, the facility will not bear any responsibility.
6. Do not use the facility as a place of business or as a substitute for a place of business.
7. Refrain from gambling or other conduct that causes public disorder or trouble to others.
8. Requests regarding facilities and items within the building:
 - (1) Do not use for any purpose other than the intended purpose.
 - (2) Do not remove any items from the facility.
 - (3) Do not move or modify items.
9. Guests will be required to pay the actual cost for any damage or loss to the facilities or fixtures inside or outside the facility, and any other compensation requested by the facility.
10. Pajamas and slippers are provided for use within the building. Refrain from wearing pajamas and slippers in the guest rooms or outside the building.

11. During your stay, if a staff member presents you with an invoice, please pay it at the time it was received.
12. Guests are not allowed to order (delivery) food, drinks, etc. from outside the facility.
13. Underage guests may not stay without a parent or guardian.

Appendix Table 1

Calculation method of accommodation fees, etc. (as regarded to in Article 2, Paragraph 1, Article 3, Paragraph 2, and Article 12, Paragraph 1)

<Breakdown of the total amount to be paid by guests>

1. Accommodation fee: Guest room fees + Food and beverages + Acupuncture service fees + Activity fees + Transportation fees
2. Additional charges: Additional food and drink, and other charges incurred during the stay
3. Tax: Consumption tax

<Note>

1. The above will be subject to any revised provisions in the event that tax laws are revised.
2. The basic accommodation fee will be the fee as posted on the website.
3. Children's rates apply to preschoolers (ages 3 to 6).
4. Alcoholic drinks are not included in the basic accommodation fee and are subject to additional charges.

Appendix Table 2

Penalty Fees (Article 6, Paragraph 2)

- | | |
|----------------------------|------|
| 1. 1 month before | 20% |
| 2. 2 weeks before | 50% |
| 3. 1 week before | 80% |
| 4. Less than 1 week before | 100% |

<Note>

1. The penalty fee is calculated as a percentage of the basic accommodation fee.
2. If the number of contracted days is reduced, it will be treated as a partial termination of the accommodation contract, and a penalty fee will be collected according to the number of days reduced in accordance with the provisions of the penalty fees above.
3. Cancellation fees will be charged separately based on the accommodation plan on the date specified by the facility.