John's House ~じょんのやど~ Accommodation Terms and Conditions

Applicability

- 1.1. These Terms and Conditions apply to guests that enter into an agreement to be accommodated at John's House $\sim U \ddagger \mathcal{D} \mathcal{P} \mathcal{E} \sim$ (hereafter referred to as the accommodation facility) or any other related similar agreement. Any issues not defined in these terms and conditions shall be treated in accordance with Japanese law or custom.
- 1.2. Where the accommodation facility is not in breach of Japanese law or custom and a specific agreement is struck, the terms and conditions of the specific agreement shall take precedence and paragraph 1.1 shall not apply.
- 2.1 When making a booking, guests will provide the following information to the accommodation facility:
 - a. Guest name;
 - b. Arrival date and time;
 - c. Number of guests to be accommodated; and
 - d. Any other relevant and necessary information requested (address, phone number, email address etc).
- 2.2 When a guest being accommodated applies to extend the period of accommodation beyond the current booking, and the accommodation facility accepts this application, the new agreement shall commence at the time that both parties agree.
- 2.3 By making a booking at this accommodation facility, a guest consents to these terms and conditions and it shall be taken that the guest understands these terms and conditions at the point of making the booking.

Establishing the Accommodation Agreement etc

- 3.1 The agreement shall be established when the information required at paragraph 2.1 is provided and the booking is accepted by the accommodation facility. However, should the accommodation facility clearly indicate that the booking has not been accepted, the agreement shall not be established.
- 3.2 When an agreement as established as outlined in paragraph 3.1, payment shall be made by the appointed day as specified by the accommodation facility. Payment will be in accordance with the price determined by the relevant booking website or in accordance with the basic daily rate determined by the accommodation facility.
- 3.3 With regard to any payment, should the conditions of paragraph 12 apply or should the conditions described in paragraphs 6 or 16 apply and after any penalties and/or compensation charges are applied, a refund will be made.
- 3.4 Should payment not be received in accordance with paragraph 3.2, the agreement shall be null and void. However, guests will be notified by the relevant booking website of the designated period for payment.

Invalidation of the accommodation agreement

- 4 The accommodation facility will not make an accommodation agreement under the following circumstances: When these terms and conditions are not met;
- 4.2 When there is potential to exceed the stipulated 180 days of business in a year;
- 4.3 When there is insufficient rooms or accommodation capacity;
- 4.4 When it becomes clear that a guest has taken actions that are counter to the interests of the accommodation facility, break the law or impinge upon public order;
- 4.5 When any of the following apply to a potential guest;
 - a. Is a member of an organised crime group as defined in 2.2 of the Act on Prevention of Unjust Acts by Organised Crime Group Members (No. 77, 1991), where membership is defined by 2.6 of the same Act or is a member of a quasi-organised crime group, an associate member of an organised crime group, related in some way to an organised crime group or other antisocial organisation;
 - b. Is a member of a business that conducts dealings with an organised crime group or organised crime group member; or
 - c. Is a member of a business that employs persons who are defined as an organised crime group member;
- 4.6 When a guest is violent or abusive in anyway towards the accommodation facility or its members or makes unreasonable demands;

- 4.7 When it becomes clear that a guest is infected with an Stage 1 to Stage 3 infectious disease as defined by the Ministry of Health, Labour and Welfare;
- 4.8 In the event of natural disaster, damage to the property or other unavoidable circumstance where accommodation can not be provided;
- 4.9 When there is a concern that a guest may be a nuisance to other guests due to being drunk or intoxicated in some way;
- 4.10 When a guest causes considerable nuisance to other guests through actions or words; and
- 4.11 When there is a concern that a guest may smoke tobacco or related products in the accommodation facility.

Right of the guest to cancel an agreement

- 5.1 The guest may cancel the agreement with the accommodation facility in accordance with the booking site procedures. The accommodation facility will cancel the agreement in the following circumstances;
- 6.1.1 The guest enacts conduct that is against the law, impinges on public order or against the interests of the accommodation facility or if it becomes known that a guest has enacted such conduct;
- 6.1.2 When it becomes clear that a guest is infected with an Stage 1 to Stage 3 infectious disease as defined by the Ministry of Health, Labour and Welfare;
- 6.1.3 When accommodation is not possible due to the occurrence of a natural disaster;
- 6.1.4 When any of the following are applicable to the guest;
 - a. Are a member of an organised crime group, are an associate member of an organised crime group, has any relation to an organised crime group or any other antisocial organisation;
 - b. Is a member of a business that conducts dealings with an organised crime group or organised crime group member; or
 - c. Is a member of a business that employs persons who are defined as an organised crime group member.
- 6.1.5 Is violent or abusive in any way towards the accommodation facility or its members or makes unreasonable demands;
- 6.1.6 By noise, intoxication, drunkenness or any other means causes a nuisance to other guests or neighbours;
- 6.1.7 Is a significant nuisance to other guests through words or actions;
- 6.1.8 Despite the entire facility being designated as non-smoking, smokes tobacco or other related products within the facility, interferes with fire extinguishers, fire warning devices, or damages any such facilities.
- 6.1.9 Allows entry to the accommodation facility any persons other than those subject to the agreement with the guest, even momentarily;
- 6.1.10 Brings into the facility any of the following;
 - a. Firearms;
 - b. Knives, swords or other like blades;
 - c. Items that give off an unpleasant odour;
 - d. Overly bulky or large items;
 - e. Explosive items or flammable items;
 - f. Plants, animals, insects or any other like thing; or
 - g. Any other item that is prohibited by law to possess or store in the accommodation facility.
- 6.1.11 Removes any item or part of the facility from the accommodation facility or locates such a thing to a different location outside the accommodation facility;
- 6.1.12 Damages the property or any of the facilities of the accommodation facility or takes actions to modify, alter or adjust the accommodation facility in any way;
- 6.1.13 Attempts to distribute to other guests or employees of the accommodation facility and advertising, product or sample, attempts any religious activity (missionary activity etc), or attempts to conduct any sort of business related activity within the accommodation facility;
- 6.1.14 Causes significant nuisance to any other guest or neighbours;
- 6.1.15 Offends against any other designated accommodation facility rule or policy.

6.2 Should the accommodation facility cancel the agreement according to any of the above circumstances, the guest will not be entitled to a refund.

Accommodation Registration

- 7.1 The guest will register the following details with the accommodation facility upon arrival:
- 7.1.1 Name of the guest, age, gender, address and occupation;
- 7.1.2 Foreigners will register nationality, passport number, point of entry into Japan and date of entry into Japan;
- 7.1.3 Intended departure date and time from the accommodation facility;
- 7.1.4 Any other detail as determined by the accommodation facility.
- 7.2 The guest will show evidence that payment has been made through the booking site in accordance with paragraph10.

Times of operation

- 8.1 Times that guests may utilise the guest rooms are recorded below. Excluding the arrival day and departure day, those guests booked for consecutive days may use the room throughout the day.
- 8.1.1 Check in time: 1600.
- 8.1.2 Check out time: 1000
- 8.2 Despite the above times, a late check out or utilisation of the room outside the above times is possible, however this use is limited to a maximum of 2 hours and additional charges as per paragraph 10.4 will apply.
- 8.3 Because the accommodation facility has made a room available for the guest and the accommodation can be utilised, should the guest not utilise the room through some arbitrary reason, regardless of this reason, full charges for the accommodation will apply.

Adherence to regulations of use

- 9.1 Guests while inside the accommodation facility will adhere to any directions or instructions displayed by the accommodation facility.
- 9.2 The hours of operation of the accommodation facility are as shown, for details of other times of operation of services, please refer to the relevant guides or pamphlets located in guest rooms.
- 9.2.1 Front Service, 0800-1000, 1600-2000.
- 9.2.2 Curfew, Nil (However, the lock code on the entrance doorway is changed at 1000 daily.)
- 9.3 Because of unavoidable circumstances, there may be amendments to these times. If this is the case, changes will be conveyed by appropriate means.

Payment of Charges

- 10.1 The method of payment and breakdown of charges is displayed on the booking website.
- 10.2 Payment for accommodation charges shall be made through the accommodation website. To ensure time for preparation for subsequent guests an extension of the checkout time is not possible.
- 10.3 Because the accommodation facility has made a room available for the guest and the accommodation can be utilised, should the guest not utilise the room through some arbitrary reason, regardless of this reason, full charges for the accommodation will apply. This includes where a guest only utilises the room for a portion of the period booked. Charges for the full booked period will be incurred.

Responsibilities of the accommodation facility

- 11.1 Through the execution of this agreement for accommodation or through the lack of execution of this agreement, the guest incurs a financial loss, this loss will be compensated, however there are limits on this liability and circumstances where the loss remains with the guest.
- 11.2 The accommodation facility takes all reasonable steps to prevent fire such as gaining routine inspections by the fire department etc, however, in the unlikely event of a fire or other accident, has also entered into insurance to cover such events.

Process for when a room cannot be provided as agreed

12 The accommodation facility is restricted to 180 days a year of business, because of this, there may be times when accommodation cannot be provided as agreed. In this circumstance the accommodation facility will make contact with the guest as quickly as possible, however, please understand that this circumstance may occur. In these circumstances it is not possible to offer compensation for any loss to the guest.

Process for kept luggage and items

- 13.1 Because there is nowhere within the facility to suitably store items such as cash or other valuables, we cannot keep such items on behalf of guests. Especially cash, passports, and valuables should be kept with the guest at all times and guests should accept responsibility for the security of such items. Should the care of these items in the guests possession be insufficient, any resulting loss, damage, theft, breakage etc, will not be compensated for by the accommodation facility.
- 13.2 With regards to a guests items brought into the accommodation facility, including cash, valuables and portable items (including items placed unmanned storages within the accommodation facility), the accommodation facility accepts no liability for any loss, theft or damage. However, this may not necessarily be the case where there is intent on behalf of the accommodation facility or gross negligence. Even in these cases, where paperwork declaring the value of items is not produced in advance of any incident, the liability of the accommodation facility to make compensation is restricted to 30,000 Japanese Yen.

Storage of guests' portable items and luggage

- 14.1 As there is nowhere to store luggage or parcels that may be sent to the accommodation facility in advance of a guests arrival, these cannot be accepted. Please understand that even items that are sent directly before arrival also cannot be accepted on a guests behalf. Also, rooms can be locked from the inside but the doors are traditional sliding doors that cannot be locked from the outside, so please keep your valuable items with you at all times. Please understand in advance that the accommodation facility cannot accept any liability for loss or damage to items.
- 14.21f after checking out, portable items or luggage is forgotten and left in the accommodation facility, if it is clear who the owner is, contact will be made with the owner to ascertain a method for dealing with the items in question. However, if it cannot be ascertained as to who owns the items, the items will be kept at the facility for seven days before being forwarded to the Shikama Police Station.
- 14.3 The responsibility taken by the accommodation facility for items stored in the manner described in paragraph14.1 and 14.2 remains as described in paragraph 13.2.

Guarantee for guests' portable goods and luggage

15 The accommodation facility accepts no liability for a guest's loss resulting from compliance with an employee's direction, guidance, notice, evacuation requirements in an emergency etc.

Responsibility for guests

16 The accommodation facility accepts no liability for the intent or negligence of guests or any loss caused by such.

Disclaimer

17 Wi-Fi is established within the accommodation facility. However, appropriate and correct use of personal computers or devices within the accommodation facility, and the care of such items remains the responsibility of guests. The accommodation facility will not accept any liability for loss caused by an interruption to service or a break in service for any reason. Furthermore, no liability is accepted where loss is incurred whether caused by the accommodation facility or a third party whilst utilising the Wi-Fi system within the accommodation facility.

These terms and conditions are valid from the 10th of March 2024. However, any agreements made before this date are subject to the previous terms and conditions.

For policy on the treatment of personal information please refer to the website: John's House $\sim U \sharp \lambda O \vartheta \mathcal{E} \sim$.