

OHWA Hostel Minowa station

Contract of use

ARTICLE 1

(Scope of Application)

1.2 This contract binds this hostel and its guests. Everything that is not written in this contract falls either under Japanese law or under common sense and habit.

1.2 If something in this contract goes against common sense and habit, this contract takes precedence.

ARTICLE 2

(Creation of this contract)

2.1 To enter in a contract with this hotel we require the following informations

- The names of the persons staying
- The length of the intended stay
- The type of room chosen by the guests
- Any other informations the hostel requires

2.2 After the initial length of stay, if the guests wish to extend their stay, a new contract will be formed.

ARTICLE 3

(Establishment of this contract)

3.1 The contract is considered established when this hostel agrees and accepts the information given in the last article. However if you can prove that the hostel did not agree with those this does not apply.

3.2 According to the conditions given in the last article when the contract is formed the guest is bound to pay a deposit until the day decided by the hostel. According to the length of their stay which will also be the length of this contract, either all of the fees or the fee for three days if the length of stay exceeds three days.

3.3 The deposit shall first be applied to the total room charge payable by the guest, and if a situation arises in which the provisions of Articles 6 and 15 apply, the deposit shall be used as damage fees, and then compensation if needed and in this order, and any remaining amount shall be returned to the guest in accordance with Article 10.

Like the base staying fee described in Article 3.2, the deposit is to be paid until a day decided by the hostel, if the guest fails to abide by this condition the contract is considered null. However, the hostel has to make the guest aware of this condition.

ARTICLE 4

(Case of a special contract that does not need a deposit)

4.1 Differently from what is described in article 3.2 before, sometimes a contract does not require a deposit to be formed.

4.2 Despite this contract, if the hostel does not demand the payment of a booking fee or does not decide on a date for its payment, the contract will be considered a special contract.

ARTICLE 5

(About refusal of the formation of this contract)

This hostel reserves the right to refuse to form a contract with any guest, especially, but not limited to the following cases.

- The booking is made according to conditions not described in this contract
- The hostel is full and cannot accommodate any more guests
- When it is clear that the guest participated or will participate in illegal activities or activities that go against public order or good morals inside this hostel
- It is clear that the guest is infected by an infection disease
- The guests request this hostel to bear a burden exceeding a reasonable range for the accommodation.
- Natural disaster, problems with the building or anything that prevents the safe use of this hostel.
- If a guest is inebriated or if there is otherwise a possibility he will be a nuisance to other guests.
- If a guest is a nuisance or dangerous to the other guests.

ARTICLE 6

(Right of the guest to break the contract)

6.1 The guest may cancel this contract by making a request to this hostel.

6.2 In the event that the guest cancels all or part of the accommodation contract due to reasons attributable to the guest (except if the guest cancels the stay before the date given by the hostel as a limit to pay the deposit as described in Article 3, paragraph 2), a penalty fee will be charged in accordance with the table below. However, in the event that this hostel accepts the special contract stipulated in Article 4, Paragraph 1, this will only apply when this hostel has notified the guest of their obligation to pay the penalty when the guest cancels the accommodation contract.

No show	Day of	The day before	2 days before
100% of the price of the first night	100% of the price of the first night	100% of the price of the first night	100% of the price of the first night

Cancellation fees

The price of the night the guests were supposed to stay is taken as a base for the calculation of the cancellation fees.

No matter if only the length of the contract is altered, this hostel will still collect the price of the first night as a cancellation fee.

6.3 If the guest does not contact the hostel by 3pm or, if the guest communicated their arrival hour, by two hours after this time, this hostel may deem the cancellation to have been made by the guest and cancel the reservation.

ARTICLE 7

(This hostel's right to terminate the contract)

7.1 In the cases presented below, this hostel reserves the right to unilaterally terminate the contract made with the guest.

- When it is clear that the guest participated or will participate in illegal activities or activities that go against public order or good morals inside this hostel
- It is clear that the guest is infected by an infection disease
- The guests request this hostel to bear a burden exceeding a reasonable range for the accommodation.
- Natural disaster, problems with the building or anything that prevents the safe use of this hostel.
- If it becomes clear that a guest was smoking inside or otherwise engaged in activities that could compromise the safety of this hostel or any other activity forbidden by this hostel.
- If a guest is drunk or if there is otherwise a possibility he will be a nuisance to other guests.
- If a guest is a nuisance or dangerous to the other guests.

7.2 If the hostel decides to cancel the contract with a guest that engages in these activities the hostel will not charge for the prestations that were not yet given.

ARTICLE 8

(Accommodation registration)

8.1 The hostel will record the guests' the following information at the front desk in time of check in.

- The name, age, sex and occupation of the guest
- In case of a foreign guest, their nationality, passport number, port and date of entry.
- Date and time of leave
- Other informations required by this hostel

8.2 When a guest intends to make payment of the charges described in Article 10 by a method that can substitute for currency, such as a traveler's check, hotel voucher, or credit card, the guest must present them at the time of check in as described in the preceding paragraph.

ARTICLE 9

(Observance of the rules of use of this hostel)

The guest will observe all the rules defined by this hostel inside this hostel.

ARTICLE 10

(About the payment)

10.1 Payment of room charges, etc. shall be made in currency or by traveler's check, hotel voucher, credit card or any other acceptable means decided by the hostel. The payment must be made at departure or at any other time decided by the hostel at the front desk.

10.2 Room charges shall apply even if the guest voluntarily does not stay at the hostel after a room has been provided and made available for use by the guest.

10.3 If the guest does not leave the accommodation after check out time due to their own convenience, they will be liable for payment of the price of another night at the going rate of the day.

ARTICLE 11

(Responsibility of this hostel)

11.1 The hostel shall compensate for any damage caused to the guest in the performance of the accommodation contract or in the non-performance of such agreements. However this does not apply when the reason the damages were caused in the first place is not attributable to this hostel.

11.2 The fire department has deemed this hostel to satisfy all its requirements but in case of a fire, this hostel is insured for this specific purpose.

ARTICLE 12

Handling of the guests' important items

Belongings of the guest such as cash or valuable items must be stored at the front desk. Unless in case of force majeure if any items or cash disappears from the guests' room, this hostel will take responsibility and pay a damage fee to the guest. However, if the guest fails to provide the documents requested by the hostel to prove the value of the guest belongings including cash, the damage fees will be limited to, at most, 100 000 yens.

ARTICLE 13

(About the storage of guests' luggage or personal items)

13.1 The hostel will only accept guests' personal effects that might arrive before or without the guest with explicit permission. Only if the hostel gives explicit permission will the hostel take responsibility to safekeep the items and give them back to the guest at check in.

13.2 After the guest's check out if any luggage or personal belongings of the guest who already departed is found and after it has been confirmed to belong to this guest, the guest will be contacted and asked what to do with the items found. However, if the guest does not decide what to do with the items or if the proprietor if the items is unknown, the items will be safekept for seven days and then transported to the nearest police station.

13.3 The responsibility of the items described in articles 13.1 and 13.2 will fall to the hostel as described in Article 12.

ARTICLE 14

Responsibility of the guest

If this hostel suffers damages brought by the guest on purpose or by mistake, the guest responsible for the damage will compensate the hostel for the damages.