

## La mer étoilée General Terms & Conditions for Accommodation Contract

### Scope

#### Article 1.

The accommodation contract and related agreements entered into by La mer étoilée with the guest shall be in accordance with the provisions of these general terms and conditions, and any matters not provided for in these general terms and conditions shall be in accordance with laws and regulations or generally established customs.

#### Article 1.2.

If La mer étoilée accepts a special agreement to the extent that it does not contravene laws, regulations and customs, such special agreement shall prevail notwithstanding the provisions of the preceding paragraph.

### Application for Accommodation Contract

#### Article 2.

A person who wishes to apply for an accommodation contract at La mer étoilée is required to provide the following information to La mer étoilée.

- a. Name, address, occupation, nationality, passport number (for overseas visitors only) or a copy of passport of all guests
- b. Date of stay (estimated time of arrival, check-out date and time)
- c. Phone number and e-mail address where you can be reached
- d. Number of Guests
- e. Other items deemed necessary by La mer étoilée

#### Article 2.2.

In the event that a guest requests to continue his/her stay beyond the date of stay as specified in item 2 of the preceding paragraph during his/her stay, La mer étoilée shall treat such request as a new application for a contract of stay at the time such request is made, provided that there is no other reservation for stay by another guest on the day of the request.

### Formation of Accommodation Contract, etc.

#### Article 3.

The accommodation contract shall be concluded when La mer étoilée accepts the application as described in the preceding article. However, this shall not apply when La mer étoilée proves that it has not given its consent.

#### Article 3.2.

When an accommodation contract for one or more nights has been concluded pursuant to the preceding paragraph, the basic accommodation charge for the number of nights of stay must be paid in full at least one week prior to check-in.

### Refusal to enter into an accommodation agreement

#### Article 4.

La mer étoilée may refuse to enter into an accommodation contract in the following cases

1. When the application for accommodation is not in accordance with these terms and conditions
2. When there is no room available due to full occupancy
3. When it is recognized that the person who intends to stay at the hotel is likely to commit an act contrary to the provisions of the law, public order, or good morals in connection with the stay
4. When it is recognized that the person who intends to stay falls under any of the following items (a) through (c)
  - a. Organized crime groups specified in Article 2, Item 2 of the Act on Prevention of Unjust Acts by Organized Crime Group Members (Act No. 77 of 1991) (hereinafter referred to as "organized crime groups"), as specified in Article 2, Item 6 of the same Act Organized crime group members (hereinafter referred to as "organized crime group members"), associate members of organized crime groups, persons associated with organized crime groups, and other anti-social forces.
  - b. When an organized crime group or organized crime group member is a corporation or other organization that controls business activities.
  - c. Corporations whose officers are members of organized crime groups.
5. When a person who intends to stay at the hotel commits a violent act against La mer étoilée its employees, or local residents, or demands a burden that exceeds a reasonable range.
6. When it is clearly recognized that the person who intends to stay at the hotel is infected with an

infectious disease of category 1 to 3 as specified by an Ordinance of the Ministry of Health, Labour and Welfare.

7. When it is impossible to accommodate guests due to natural disasters, breakdown of facilities, or other unavoidable reasons.
8. When a person who intends to stay in the room is likely to cause trouble to local residents due to drunkenness, etc.
9. When there is language or behavior that is extremely disturbing to local residents.

#### Guest's Right to Cancel Contract and Cancellation

##### Article 5.

The guest may cancel the accommodation contract by informing La mer étoilée.

##### Article 5.2.

In the event that a guest cancels all or part of the accommodation contract due to reasons attributable to the guest, La mer étoilée will charge a penalty fee in accordance with the provisions listed in Appendix 2.

##### Article 5.3.

In the event that a guest does not arrive at the hotel by 18:00 on the day of stay (or two hours after the estimated time of arrival, if such time has been specified in advance) without prior notice, La mer étoilée may deem the accommodation contract to have been cancelled by the guest and treat it as such.

#### La mer étoilée 's right to terminate the contract

##### Article 6.

La mer étoilée reserves the right to cancel the accommodation contract in the following cases

1. When it is recognized that the guest is likely to commit an act contrary to the provisions of the law, public order, or good morals in connection with his/her stay, or when it is recognized that the guest has committed such an act.
2. When it is clearly recognized that the guest is infected with a category 1 to 3 infectious disease as specified by Ordinance of the Ministry of Health, Labour and Welfare.
3. When it is impossible to accommodate guests due to force majeure such as natural disasters.
4. When it is recognized that the guest falls under any of the following items (a) through (c)
  - a. When the person is an organized crime group, a member of an organized crime group, a quasi-member of an organized crime group, a person associated with an organized crime group, or other anti-social forces.
  - b. When an organized crime group or organized crime group member is a corporation or other organization that controls business activities.
  - c. When a corporation has one of its officers who is a member of an organized crime group.
5. When a guest makes violent demands on La mer étoilée, its employees, or local residents, or demands a burden that exceeds reasonable limits.
6. When a person who intends to stay overnight is likely to cause trouble to local residents due to noise, drunkenness, etc. When a person staying at the accommodation is extremely disturbing to local residents by his/her speech or behavior.
7. When a guest commits an act that constitutes a fire prevention hazard, such as smoking in areas designated as non-smoking areas, tampering with firefighting equipment, etc.
8. When a person other than the person making the contract of stay is allowed to enter the guest room, whether temporarily or not.
9. When you bring or attempt to bring the following items into the museum
  - Guns
  - Swords
  - Items that emit a noticeably offensive odor
  - Significantly large quantities of goods
  - Ignitable or flammable materials (gunpowder or volatile oil)
  - Plants, animals, insects, and other similar items

- Other items whose possession is prohibited by law

- 1 0 . When any equipment or items of La mer étoilée are taken outside or moved to another location within La mer étoilée.
- 1 1 . When you attempt to change, alter, or modify the building or its facilities.
- 1 2 . Distribution of advertising materials or goods, religious activities (proselytizing or solicitation), or business activities to local residents or employees in the vicinity of La mer étoilée.
- 1 3 . When a student engages in conduct that is extremely disturbing to local residents.
- 1 4 . When a guest does not comply with the other rules of use established by La mer étoilée.

#### Article 6.2.

When La mer étoilée cancels the accommodation contract pursuant to the provisions of the preceding paragraph, the hotel will not charge the guest for accommodation services that have not yet been provided.

### Lodging Registration

#### Article 7.

Guests are required to register the following items at the time of reservation

- 1 . Name, age, gender, address and occupation of the guest
- 2 . Nationality and passport number for foreign nationals
- 3 . Departure date and time, estimated time of departure, estimated time of check-in, estimated time of check-out
- 4 . Other items deemed necessary by La mer étoilée

#### Article 7.2.

Guests shall only pay for the fees in Article 10 by credit card or PayPay.

### Room Usage Hours

#### Article 8.

The time that a guest may use a room at La mer étoilée is as follows: The guest may use the room during the hours of stay. The same applies to consecutive nights.

Check-in 15 : 30~ / Check-out ~10 : 00

Rooms available from 15:30 to 10:00 the following day

#### Article 8.2.

Notwithstanding the provisions of the preceding paragraph, La mer étoilée may accept the use of a room outside the hours specified in the said paragraph. In such a case, the additional charges as specified in Article 10.4 shall apply.

### Compliance with Rules of Use

#### Article 9.

Guests are required to follow the posted rules of use in the La mer étoilée.

#### Article 9.2.

The hours of operation of the main facilities of La mer étoilée are as follows

- 1 . Local staff telephone support . . . . . 10:00:~19:00
- 2 . Kanagawa Office . . . . . 9:30:~17:00

#### Article 9.3.

The hours in the preceding paragraph may be changed temporarily if necessary or unavoidable. In such cases, notification will be given by appropriate means.

### Payment of Fees

#### Article 10.

The breakdown of accommodation charges, etc. payable by the guest and the method of calculation thereof shall be as shown in Appended Table 1.

#### Article 10.2.

Payment of the accommodation charge, etc. as described in the preceding paragraph shall be made by credit card or PayPal at the time of reservation by the guest.

#### Article 10.3.

The room charge for the whole day will be charged even if the guest voluntarily does not stay in the room after La mer étoilée has provided the room to the guest and made it available for use, or if the guest voluntarily cancels the stay after using the room.

#### Article 10.4.

In the event that a guest remains in the La mer étoilée facility after check-out, or fails to return bicycles, electric bicycles, cars, etc., the guest will be charged a half-day room rate after 4 hours from check-out time, and a full-day room rate if not returned by 6:00 p.m. Furthermore, the guest will be advised to leave the facility only in the event that the next guest has reserved a room for the same day. In addition, only if there is another person who has reserved a room on the same day, the guest will be advised to leave the premises, and if he/she does not comply with the advice, the police will be notified immediately.

#### La mer étoilée Responsibility

##### Article 11.

In the event that La mer étoilée causes damage to a guest due to the performance or non-performance of the accommodation contract and related agreements, La mer étoilée will compensate for such damage. However, this shall not apply if the damage is not caused by reasons attributable to La mer étoilée.

##### Article 11.2.

La mer étoilée has liability insurance to protect against fire, etc. in case of emergency.

#### Handling of cases where the contracted room cannot be provided

##### Article 12.

If La mer étoilée is unable to provide the guest with the contracted room, La mer étoilée shall, with the consent of the guest, arrange accommodation in other areas with the same conditions as far as possible.

##### Article 12.2.

If, notwithstanding the provisions of the preceding paragraph, La mer étoilée is unable to arrange other accommodation, it will pay the guest a compensation fee equivalent to the amount of the penalty, and the compensation fee will be applied to the amount of compensation for damages. However, if there is no reason attributable to La mer étoilée for not being able to provide the guest room, the compensation fee will not be paid.

#### Handling of Deposited Items, etc.

##### Article 13.

La mer étoilée is not responsible for any loss, damage, or other loss of or damage to any items, cash, or valuables brought to La mer étoilée by guests. Guests are responsible for the safekeeping of their own belongings.

##### Article 13.2.

La mer étoilée will not compensate for any theft, loss, or damage caused by a guest in the guest room or in the hotel.

#### Storage of baggage or personal belongings of guests

##### Article 14.

Guests are not allowed to send their baggage to La mer étoilée prior to their stay. However, this is not the case only if the guest has a family member with a disability. In such a case, the luggage will be stored responsibly only when La mer étoilée agrees, and will be kept inside the entrance of La mer étoilée before the guest checks in.

##### Article 14.2.

In the event that a guest's baggage or personal belongings are left at the La mer étoilée after the guest has checked out, and the owner is found, the La mer étoilée shall contact the owner and ask for his/her instructions. However, if the owner's instruction is not given, or if the owner cannot be identified, the property will be kept for a period of one month, including the date of discovery, in principle.

##### Article 14.3.

The responsibility of La mer étoilée for the custody of the guest's baggage or personal belongings in the case of the preceding two paragraphs shall conform to the provisions of paragraph 1 of the preceding article in the case of paragraph 1, and to the provisions of paragraph 2 of the same article in the case of the preceding paragraph.

#### Security for baggage or personal belongings of guests

##### Article 15.

La mer étoilée will not compensate for any damage caused by a guest's failure to follow hotel staff's instructions, directions, notices, emergency evacuation guidance and information, etc.

#### 宿泊客の責任

##### Article 16.

In the event that a guest intentionally or negligently causes damage inside or outside the facilities of La mer étoilée, said guest shall compensate La mer étoilée for such damage.

Damage to walls, ceilings, floors, significant damage to bedding, etc., stains, damage to equipment, etc., cars, bicycles, etc.

#### 免責事項

##### Article 17.

Use of computer communications from within La mer étoilée is at the user's own risk. The Company shall not be liable for any damages incurred by users as a result of service interruptions due to system failures or other reasons during the use of computer communications. In addition, you shall indemnify us and third parties for any damages incurred by us or third parties as a result of any conduct that we deem inappropriate for the use of computer communications.

#### Appendix 1: Calculation Method of Accommodation Charges, etc. (Re: Article 10)

Total room charge payable by the customer	Basic Accommodation Fee
	consumption tax (incl. sales tax, VAT, excise duty, etc.)

#### Appendix 2: Penalty Fees, Cancellation Policy (Related to Article 5)

The date on which notice of cancellation of the contract is received and the rate of the penalty charge on the room charge at that time	
No Overnight & Same Day	100%
Day before stay	100%
3 days prior to stay	70%
1 week prior to stay	50%
8-14 days prior to stay	30%
More than 2 weeks prior to stay	free
In the event that you cannot come to Yakushima due to the cancellation of airplanes, ferries, or high-speed boats due to weather conditions	free

However, if the guest has made the reservation through an online travel agent, the penalty set by the respective agent shall prevail.

#### Supplementary provisions

These General Accommodation Terms and Conditions shall apply from September 1, 2024 (hereinafter referred to as "Effective Date"). September 1, 2024 (hereinafter referred to as the "Effective Date").

the end

Contact for inquiries regarding the handling of personal information

Name of company : MAKI Engineering Co.

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