

# General Terms & Conditions

## Article 1 - Scope of the General Terms & Conditions

1. The Contract (hereinafter referred to as the “Contract”) and any related contracts to be concluded between the Guests staying at B&B plus+ Shooting Star (hereinafter the “Guest) and Shooting Star LLC (hereinafter referred to as the “Company”), who operate and manage B&B plus+ Shooting Star (hereinafter the “Hotel”) shall be based on this General Terms & Conditions (hereinafter the “GTC”). Any matter not stipulated in this GTC shall be governed by ordinance and generally established practice.
2. When the Company has agreed to conclude a special contract without conflicting with ordinance and established practice, the said contract shall prevail.

## Article 2 - Application for the Contract

1. The Guest who intends to apply to the Company for an Accommodation Contract will be required to provide the Company with the following particulars:
  - a) Name of the Guest and the contact number;
  - b) Check-in date and estimated time of arrival;
  - c) Price (according, in principle, to the room rates described in the Schedule I); and
  - d) Other information required by the Company.
2. In case where the Guest has requested, during his/her stay, for an extension of stay, the Company shall handle such request as a new application for an accommodation contract which has been made at the point in time when the said request has been made.

## Article 3 – Validation of the Contract

1. The Contract shall be considered to have been concluded at the time when the Company has accepted the application described in the preceding Article, unless the Company has certified that the Company do not accept the said application.
2. When the Contract has been concluded under the provision of the preceding Clause, the deposit for the stay as prescribed by the Company (an amount not exceeding 50% of the total price for the entire stay) shall be paid for by the date set by the Company.
3. The deposit shall first be applied to the final payment for the charges payable, and when the circumstances that are described in Article 6 and Article 18 have arisen, to the penalty, and then to the compensation money in this order. Any outstanding balance will be refunded at the time when the charges are paid as provided in Article 12.
4. In case where the deposit described in Clause 2 of this Article has not been paid by the due date, the Contract shall be deemed to be cancelled by the Guest as of the following day of the due date, but limited only to the case where the Company has duly notified the Guest at the time of prescribing the due date.
5. Unless otherwise agreed by the Company, each group of Guests may book up to two rooms in total per night, irrespective of the room type that they select.
6. It is deemed that that any reservation that the Guest makes through the Company’s online booking facility is done

based on the Company's Online Booking Rules.

#### **Article 4 - Special Contract Not Requiring Deposit**

1. Notwithstanding the provision of the preceding Article, Clause 2, the Company may accept a special contract which does not require payment of deposit specified in the said Clause after the conclusion of the Contract.
2. Where the Company fails to request for such deposit or to specify the due date at the time of accepting the application for the Contract, the special contract described in the preceding Clause shall be deemed to have been accepted.

#### **Article 5 - Refusal of the Contract**

- a) The following are cases where the Company shall not accept the Contract:
  - a) When the application for the Contract is not based on this GTC;
  - b) When there is no vacancy;
  - c) When the Guest is considered likely to behave in violation of the provisions of the ordinance, public order or good public morals;
  - d) When the Guest is considered to correspond to the following (i) to (iii):
    - i. The law in respect to prevention, etc. against illegal actions by gang members (1991 Law item 77) stipulated article 2 item 2 (hereinafter referred to as "gang group"), gang member stipulated by the same law article 2 item 6 (hereinafter referred to as "gang member."), gang group semi-regular members or gang member related persons and other antisocial forces;
    - ii. When gang group or gang members are associates of corporations or other bodies to control business activities; and
    - iii. When a corporate body has persons related to gang members.
  - e) When the Guest behaves extremely in a mischievous way against other Guests;
  - f) When the Guest is clearly considered to carry contagious disease;
  - g) When the Guest carries out a violent requesting act, or the request is deemed to be absurd; and
  - h) When act of God, trouble with facilities, and other unavoidable causes prevent the Guest from staying at the Company.
  - i) When the Guest does not comply with the rules and regulations set forth by the Company.
  - j) When the Guest abuses or makes discriminative utterance to our staff under whatsoever occasion.
  - k) When the booking that the Guest makes does not comply with the Company's terms and conditions and rules.

#### **Article 6 - The Guest's Right to Cancel the Contract**

1. The Guest may request the Company to cancel the Contract.
2. Where the Guest has cancelled the Contract in whole or in part due to causes attributable to him/her (which is the case when the Company has requested payment of the deposit by prescribing the due date for such payment under the provision of Article 3, Clause 2, except in the case when the Guest has cancelled the Contract prior to such payment), payment of penalty shall be required as specified in the attached Schedule II, but in the case that the



Company has accepted a special contract described in Article 4, Clause 1 this provision shall be applied only to the case where the Company has notified the Guest of his/her responsibility to pay a penalty for cancellation of the Contract when accepting the special contract.

3. In case where the Guest does not arrive by 2000 hours on the check-in date without informing the Company in prior (or after the scheduled time of arrival indicated by the Guest beforehand), the Contract may be considered to have been cancelled by the Guest and will be handled accordingly.

### **Article 7 - The Right of The Company to Cancel The Contract**

1. The following are cases where the Company may cancel the Contract:
  - a) When the Guest is considered likely to behave in violation of the provisions of the ordinance, public order or good public morals, or he/she is considered to have behaved in such a manner;
  - b) When the Guest is clearly considered to be corresponding to the following (i) to (iii):
    - i. Gang group, gang group semi-regular members or gang member related persons and other antisocial forces;
    - ii. When a corporate body or other organization where gang groups or gang members control business activities;
    - iii. In a corporate body which has persons relevant to gang member in its board member.
  - c) When the Guest behaves extremely in a mischievous way against other Guests in the accommodation;
  - d) When the Guest is clearly considered to be a patient with an infectious disease;
  - e) When violent behaviour is carried out, or the Guests demand beyond reasonable purview;
  - f) When the Company are unable to provide rooms due to unavoidable causes, such as act of God.
  - g) When the Guest does not comply with the rules and regulations set forth by the Company.
  - h) When the Guest abuses or makes discriminative utterance to our staff under whatsoever occasion.
  - i) When the booking that the Guest makes does not comply with the Company's terms and conditions and rules.
2. In cases where the Company cancels the Contract in accordance with the provision of the preceding clause, services that are yet to be rendered to the Guest shall not be chargeable, except for the case where the reason of such cancellation falls to the Points other than b), d) and f) and the Company reserves the rights to charge the Customer for the full booking value.

### **Article 8 - Registration of The Stay**

1. The Guest will be required to register the following particulars at the front desk at the time of check-in:
  - a) Name, age, sex, address and contact number of the Guest;
  - b) Nationality, passport number, port and date of entry of overseas Guests;
  - c) Date and time of departure; and
  - d) Other particulars required by the Company.
2. Where the Guest intends to pay for the charges described in Article 12 by any other means than cash such as credit card, the Guest is required to present it at the time of registration described in the preceding clause.



### **Article 9 - Time Allowed for Use of the Guest Room**

1. The Guest may occupy the guest room of the Company's accommodation anytime between 1600 hours and 1000 hours on the following day. The room may be occupied throughout the whole day where the Guest stays at the accommodation for more than one night, except on the days of arrival and departure.
2. Notwithstanding the provision of the preceding clause, the Company may accept the use of the guest room in hours other than those specified in the preceding clause for additional charge specified below:
  - a) Up to 3 hours in excess of the prescribed hours: 30% of the room charge;
  - b) Up to 6 hours in excess of the prescribed hours: 50% of the room charge; and
  - c) 6 hours or more in excess of the prescribed hours: 100% of the room charge.

### **Article 10 - Compliance to the House Rules**

While staying at the Company's accommodation, all the Guests are required to comply with the house rules prescribed by the Company.

### **Article 11 - Business Hours**

1. The operating hours of the facilities in the Company's accommodation such as the front desk and restaurant shall be provided in the information board or by any other means.
2. The service hours described in the preceding clause are subject to change. The Company will inform the Guests of such change in a due course.
3. The Company may, open the front desk facilities out of the operating hours to attend to guests, e.g. carrying out check-in and check-out process, by the Company's discretion. In this case, additional charge as described in the Schedule 3 of the GTC shall be payable by the guests.

### **Article 12 - Payment of Charges**

1. The breakdown of the charges payable by the Guest shall be as listed in the attached Schedule I.
2. The payment of the charges described in the preceding clause shall be made by cash or by other alternative means acceptable by the Company, such as credit card at the front desk at the time of check-in or check-out as requested by the Company.
3. The said charges shall be payable in case where the Guest chooses not to stay at the Company's accommodation at his own discretion after the rooms are duly prepared and offered to the Guest by the Company.

### **Article 13 - Responsibility of the Company**

1. The Company shall be responsible for any loss or damage to the Guest and the belongings caused in the process of delivering the services or caused by the Company not delivering the contracted services, except where the cause of such loss or damage were not attributable to the Company.
2. The Company owns a premium of liability insurance to cover the risk of fire and earthquake.

### **Article 14 - When the Company Fails to Provide Rooms on the Contract**

1. Should the Company be unable to provide the room contracted for the Guest under the Contract, the Company



shall practice their best effort to arrange other accommodation of similar grades, subject to the consent of the Guest.

2. Notwithstanding the provision of the preceding clause, in cases where the Company is unable to arrange other accommodation to the Guest, the Company shall pay an indemnity, which shall form a part or whole of the compensation. The Company shall, however, not be held responsible and thus shall not pay such indemnity where the cause of the above case is not attributable to the Company.

#### **Article 15 - Handling of Checked Articles, etc.**

1. In case where the belongings or cash and any other valuables checked-in by the Guest at the front desk of the Company's accommodation have been lost or damaged, the Company shall compensate for such loss or damage unless that is caused by force de majeure. However, in the case of cash and any other valuables, the Company shall do so only when the Guest has declared the kind and value of such cash and valuables at the Company's request. The compensation shall be limited to JPY 50,000 in the aforementioned case.
2. The Company shall, providing that the loss or damage is attributable to the Company's misconduct, whether intentional or unintentional, compensate for the loss or damage of the Guest's belongings that are not checked-in to the front desk of the accommodation. The compensation shall be limited to JPY 50,000 in case where the Guest did not declare the kind and value of such cash and valuables, unless the loss or damage is attributable to the Company's serious misconduct.

#### **Article 16 - Custody of the Baggage or Personal Belongings of the Guest**

1. The Company shall be responsible for the Guest's luggage that arrives at the accommodation in prior to the Guest's arrival with the Company's prior consent. Such luggage shall be handed over to the Guest at the front desk at the time of check-in.
2. The Company shall ask for the owner's instruction where items are left behind in the guest rooms after the check-out, providing that the owner can be identified. Where the owner is not identified or the owner does not provide an instruction to the Company, the Company shall retain such items for seven days and report to the police thereafter.
3. The responsibility of the Company in the cases prescribed in this Article shall conform to the provision of the preceding Article, Clause 1, in the case of Clause 1 of this Article and to the provision of the preceding Article, Clause 2, in the case of the preceding Clause.

#### **Article 17 - Responsibility for Parking**

1. The Company shall, whether the key is deposited to the Company or not, not be held responsible for the vehicles that are parked in the Company's premise, unless the Company's misconduct in the management of the parking area is the cause of the damage of the vehicle.

#### **Article 18 - Responsibility of the Guest**

1. The Guest shall be responsible for the loss or damage to the possessions of the Company that is caused by the Guest, whether intentional or unintentional.
2. In the case described in the clause 1 of this Article, the Company shall charge the compensation amount to the Guest's credit card that the Guest registers when booking rooms through the Company's online booking facility

based on the Online Booking Rules or the Guest registered with the travel agency (including online booking site (OTA)), and the Guest agrees to pay for such compensation by the said credit card.

**Article 19 – Goods and Items in the Premise**

All the goods and items in the Company’s premise, which the Company provides and/or lends to the Guests during their stay, belong to the Company unless otherwise stated, and must not be removed and brought to outside the premise. In case where these goods and items removed, the Company shall, simultaneously as reporting the case to the police and taking any necessary actions, charge the compensation in the manner stipulated in the Article 18.

**Article 20 – Waiver for Internet Connection Service**

The Guest may utilise the internet connection service in the Company’s accommodation at their own risk and discretion. The Company shall not be held responsible for any loss of the Guest caused by any breakdown or malfunction of the system. The Guest may be required to compensate the Company and any other third parties for any damage caused by the Guest’s inappropriate use of the service.

**Article 21 – Governing Language**

This GTC is provided in the Japanese language and other several languages. The Japanese version will take precedence in case there are discrepancies between the languages.

**Schedule 1. Structure of the Charges (wrt Article 2 Clause 1 and Article 12 Clause 1)**

Charges to be paid by the Guest	Base Charge	Room Rate
	Additional Charge	Food & Drinks Any other additional charges
	Tax	Consumption Tax

N.B. The room rates are presented at the front desk.

**Schedule 2. Cancellation Charges (wrt Article 6 Clause 2)**

Timing of Cancellation	No show	On Check-in Date	1 day before arrival date	7 to 2 days before arrival date	8 days before arrival date
% of Charge	100%	100%	50%	30%	0%

N.B.

- 1) The % of Charge in the above chart refers to the accommodation charge.
- 2) Where the Guest enters into the contract with the Company after booking through travel agencies (including online travel agencies), the cancellation charges that the Guests have agreed at the time of booking with the travel agencies shall supersede.



**Schedule 3. Overtime Charge (wrt Article 11 Clause 3)**

Operating hours expedited/extended	Within 1 hour	More than 1 hour
Amount of Charge	15% of room charge	30% of room charge

## House Rules

In order to assure all of our guests a secure and comfortable stay, we hereby set out this House Rules in accordance with the Article 10 of the General Terms and Conditions of Shooting Star LLC. Please note that we reserve the rights to refuse your stay or use of the facilities in our premises in the event where these regulations are not observed, and that you may also be held liable for the damage.

### 1. Use of Guestroom and Facilities

- (1) Please be sure to review the emergency exit instructions filed in the booklet in the guestroom upon your arrival.
- (2) Please close the net window when you open the room window.
- (3) Please keep below 26 degrees Centigrade for the air-conditioner's temperature setting when it is run in the heater mode.
- (4) All the guests are required to register at the front desk upon check-in. Any person who fails to register will be refused to stay in the accommodation.
- (5) Children under the age of seven (7) are not allowed to stay in the accommodation.
- (6) Minors cannot be accommodated without approval of their legal guardians or parents.
- (7) Lock the room door when you leave the room.
- (8) Also lock the door while you are in the room, especially when sleeping. Do not open the door before identifying any visitor. If the visitor seems suspicious, contact the reception immediately.
- (9) Please refrain from meeting visitors and persons not staying in the accommodation in the room.
- (10) Please take extra precaution not to lose the room and main door keys. Any key lost during your stay shall be compensated by the guests.
- (11) Lease, sublease, residential and rental rights are not acknowledged for the guests while they stay in the accommodation.
- (12) The yoga deck can only be used for yoga and star gazing activities that we specify. Please do not use the yoga deck for any other purposes without our prior consent. We will not be held responsible for any damage caused during the unauthorised uses.

### 2. Payment

- (1) Please settle your bills at the front desk when checking-out. We reserve the right, however, to request payment at any time during your stay. In the event where payments are not settled upon our request, guests may be asked to vacate the guestrooms.
- (2) We accept payment by cash, credit cards, or by any other methods that we approve.
- (3) We may pre-authorise your credit card upon check-in, or the guests may be required to pay deposit.

### 3. Fire Safety Practice





- (1) Do not bring in to or use any source of heat in the premise.
- (2) Do not cook in the premise.
- (3) Do not smoke in the premise except in the designated smoking area.
- (4) Do not touch or operate the stove.
- (5) Do not take any other action that may cause a fire.
- (6) Do not touch the fire-extinguishing equipment except in an emergency.

#### **4. Prohibitions**

- (1) Do not bring in any item that may be disturbance to other guests to the premise, such as:
  - a) animals (except guide dogs for the visually impaired or the hearing impaired, or service dogs);
  - b) ammunitions, explosives or inflammable items; and
  - c) firearms and swords.
- (2) Do not bring in or use any materials causing odor (including perfume) or unhygienic materials. In case odor or dirt stays in any possessions of the accommodation, the guests will be charged for the cleaning expenses.
- (3) Do not engage in gambling or any act contrary to public morals or order, or behave in a manner that may disturb other guests.
- (4) Do not use the facilities or fixtures of the accommodation in places other than their specified location or for any purpose other than their intended use.
- (5) Do not move the fixtures in the accommodation without the prior consent of the management.
- (6) Do not attach any foreign object to the building or facilities of the Hotel, or modify them to change their current state.
- (7) Do not display by the window any object that may ruin the appearance of the Hotel.
- (8) Do not use the guest room for any purpose other than lodging, such as using it as an office or shop.
- (9) Do not distribute advertising or publicity materials, or sell goods to other guests in the premise.
- (10) Do not shoot videos in the premise, whether live or recorded, without the prior consent of the management.
- (11) Do not take deliveries of outside meals or drinks without the prior consent of the management.
- (12) Do not leave your belongings outside your room.
- (13) Do not walk around in the public area in a nightwear.
- (14) Do not leave any items to dispose when you check-out. We reserve the right to charge to costs of disposal to the guests.
- (15) Do not enter the farmlands and maintenance roads around the accommodation.

#### Governing Language

The Regulations are provided in the Japanese language and other several languages. The Japanese version will take precedence in case there are discrepancies between the languages.

## Online Booking Regulations

### Article 1 (Items Required for the Use of the System)

To use our online booking system (hereinafter referred to as “the System”), any person (hereinafter the “Guest”) intending to book room of the property of Shooting Star LLC (hereinafter the “Company”) shall be required to have the following items:

1. email address, which can be used for sending and receiving e-mails; and
2. electronic device such as a computer or smartphone with an access to the internet.

### Article 2 (Conditions Governing the Use of the System)

The use of the System is limited to the Guest who agrees in full to the Regulations of Online Booking System (hereinafter the “Regulations”). When the Guest books room of the property of the Company through the System, it is deemed that the Guest has agreed to the Regulations in full.

### Article 3 (Priority of Reservation)

The System does not offer any priority booking service over any other means of reservations such as by phone. There may, therefore, be cases where the Guest may be unable to book room of the property of the Company due to the availability.

### Article 4 (Input of Data)

The Guest is required to enter all the required personal data on the reservation form. Where the data provided to the Company is found to be insufficient or inaccurate, the Company reserve the rights to cancel such booking.

### Article 5 (Confirmation of Reservation)

Reservation shall be deemed to be confirmed when the System has generated booking confirmation on the Guest’s device.

### Article 6 (Deposit)

1. The Guests are required to settle a 30% deposit by your credit card in the following schedule:
  - By 8 days before your check-in date when your booking is made more than 7 days in advance.
  - At the time of booking if your booking is made 7 days in prior or less.
2. Where the Guest fails to pay for the deposit, the reservation will be cancelled by the Company’s discretion.
3. The deposit shall be treated wholly or as part of the cancellation charges if any. The balance shall be payable upon check-out.



#### Article 7 (Cancellation of and Changes to Reservation)

Cancellation of or change to reservation are unable to be done in the System. Please contact the Company directly to inquire.

#### Article 8 (Cancellation Charges)

Where booking is cancelled due to the reasons caused by the Guest, cancellation charge shall be payable as stipulated in the Company's General Terms & Conditions.

#### Article 9 (Storage of Credit Card Details)

1. The details of the credit card that the Guest uses to pay for the deposit shall be stored for the purpose of securing the payment of any charges incurred under the reservation including compensation to the Company's properties if any. The credit card details shall be securely stored by the credit card payment service provider, and such details shall not be stored in the Company's server, nor the details shall be disclosed to the Company.
2. The Guest has the right to request the Company to delete their credit card details, and the Company shall do so in response to such request, provided that such deletion shall be made at the earliest seven (7) days after the completion of the reserved stay or the cancellation of the reservation and that there is no outstanding payment that the Guest is liable for.

#### Article 10 (Handling of Personal Information)

The Company's policies concerning the handling of personal information is available in the Company's website.

#### Article 11 (Governing laws)

The System shall be operated in accordance with the laws of Japan.

#### Article 12 (Governing Language)

These regulations are provided in the Japanese language and other several languages. The Japanese version will take precedence in case there are discrepancies between the languages.