

Rules and Regulations

In order to maintain the dignity of the hotel and to ensure the safety and comfort of our guests, we have established the following rules and regulations based on Article 10 of the Accommodation Agreement. We kindly request your cooperation. Please be aware that failure to comply with these rules may result in denial of accommodation or use of hotel facilities under Article 7, Paragraph 1 of the Accommodation Agreement. Additionally, the hotel cannot be held responsible for any accidents resulting from non-compliance with these rules.

1. Upon arrival, please promptly review the evacuation route map located on the back of the room door and the locations of emergency exits on each floor.
2. Smoking is prohibited in non-smoking rooms, entire guest room floors, and in areas prone to causing fires such as on beds. This includes the use of electronic cigarettes. If smoking is detected in a non-smoking room, a cleaning fee will be charged to remove the smell of smoke.
3. Please refrain from engaging in activities within the guest rooms that could cause fires. Do not use appliances that generate heat, such as those used for heating or cooking.
4. The following items are prohibited to be brought into the hotel premises as they may cause inconvenience to other guests:
 - (a) Animals and birds (excluding guide dogs and assistance dogs)
 - (b) Explosives, volatile oils, and other flammable or combustible substances
 - (c) Items emitting strong odors
 - (d) Items exceeding reasonable quantities
 - (e) Firearms, swords, narcotics, or any items prohibited by law
5. When leaving your room during your stay, please ensure that it is properly locked. For your stay, especially when sleeping, please use the door chain. If there are visitors, please either confirm their identity through the door viewer or keep the door partially open with the chain in place.
6. For visiting guests, please adhere to the following rules: (a) Visiting guests are not allowed inside the guest rooms. (b) Entry to guest room floors other than your assigned floor requires permission from the hotel or guests on that floor. (c) Unauthorized entry to guest room floors by non-residents is prohibited.
7. Please refrain from using guest rooms for purposes other than accommodation.
8. Use of guest rooms and the lobby as offices or places of business is not permitted.
9. For the safekeeping of cash and valuables during your stay, please use the in-room safety box or the provided rental safe near the front desk. The hotel cannot

- be held responsible for any loss or theft.
10. Forgotten items will be kept in the hotel for a maximum of 7 days, including the day of discovery. After that, according to the Lost Property Act, they will be handed over to the nearest police station.
 11. When using hotel restaurants, bars, etc., please present your room key card or proof of accommodation for verification.
 12. Please refrain from distributing advertisements or selling items to other guests within the hotel premises.
 13. Please note that facility usage fees apply when making calls from the guest room.
 14. Please avoid engaging in activities that involve gambling or disrupt public order, causing inconvenience to others.
 15. Requests regarding facilities and items within the hotel:
 - (a) Please use them only for their intended purposes.
 - (b) Do not take them outside the hotel.
 - (c) Do not move or modify them in any way.
 16. Any damage, defacement, or loss of hotel facilities and equipment, both within and outside the premises, will incur actual expenses for repair or replacement.
 17. We kindly ask that you refrain from leaving your room wearing the provided room wear, slippers, etc., when exiting your guest room.
 18. If you receive an invoice from the front desk during your stay, please settle the payment promptly.
 19. Receipts are prepared for each room. If guests sharing a room require separate receipts, please inform the front desk in advance.
 20. We do not provide advances for shopping expenses, ticket fees, tobacco, postage stamps, etc.
 21. Please refrain from ordering or bringing in food and beverages from outside the hotel premises.
 22. Using photographs taken within the hotel for commercial purposes without permission may lead to legal actions.
 23. We kindly decline any form of tipping to our staff.
 24. Room keys are automatically locked. When leaving your room, always carry your key card. The hotel cannot be held responsible for lost key cards.
 25. The hotel cannot be held responsible for accidents or incidents in the parking area.
 26. In cases involving organized crime groups, potential threats to public order, or actions that may disrupt peace:

- (a) Usage of the hotel by specified organized crime groups or their members is prohibited under the "Act on Prevention of Unjust Acts by Organized Crime Group Members" (enacted on March 1, 2002). If such information is discovered after reservation or during the stay, the usage will be denied.
 - (b) Usage of the hotel by antisocial organizations or their members (such as organized crime groups or extremist organizations) is prohibited. If such information is discovered after reservation or during the stay, the usage will be denied.
 - (c) Acts of violence, threats, extortion, and similar behaviors are not tolerated. Individuals who have previously engaged in such activities are also denied usage.
 - (d) Individuals who pose a danger to themselves or others due to physical or mental weakness, substance abuse, or other reasons will be denied usage.
 - (e) Disruptive behavior within the hotel premises, including loud noises, singing, disturbances, illegal activities, or acts contrary to public morals, will result in denial of usage.
 - (f) Any behavior similar to the above will result in denial of usage.
27. If the "Do Not Disturb" card has been placed on the guest room door for more than 24 hours, we may enter the room for the purpose of room maintenance and cleanliness after notifying the guest in advance.

Terms and Conditions

Accommodation Agreement

***(Scope of Application)* Article 1**

1. The accommodation agreement and terms herein, concluded between the Phoenix Seagaia Ocean Tower (hereinafter referred to as "the Hotel") and the guests, shall be governed by the provisions of this agreement. Matters not stipulated in this agreement shall be governed by laws and generally established customs.
2. In cases where the Hotel agrees to special conditions within the scope not in violation of laws and customs, despite the provisions of the preceding paragraph, those special conditions shall take precedence.

***(Application for Accommodation Contract)* Article 2**

1. Those wishing to enter into an accommodation contract with the Hotel shall

provide the following information to the Hotel:

- (a) Guest(s)' name(s)
 - (b) Accommodation dates and expected arrival time
 - (c) Accommodation fee (usually based on the basic accommodation fee specified in Appendix 1)
 - (d) Other information deemed necessary by the Hotel.
2. If a guest requests an extension of accommodation beyond the accommodation dates specified in item 2 of the preceding paragraph during their stay, the Hotel will treat the request as a new application for an accommodation contract at the time the request is made.

(Finalization of Accommodation Contract, etc.) **Article 3**

1. An accommodation contract shall be deemed concluded when the Hotel accepts the application as per the preceding paragraph. However, this shall not apply if the Hotel proves that it did not accept the application.
2. When an accommodation contract is concluded as specified in the preceding paragraph, the guest shall pay the application fee determined by the Hotel as a deposit within the period specified by the Hotel, up to the basic accommodation fee for the accommodation period (3 days if exceeding).
3. The application fee shall first be deducted from the total accommodation fee payable by the guest. In case circumstances arise under the provisions of Article 6 or Article 18, it shall be applied in the order of penalty and then compensation payment. Any remaining balance shall be refunded when making payments as per the provisions of Article 12.
4. If the application fee specified in the second paragraph is not paid by the designated date determined by the Hotel, the accommodation contract shall become invalid. However, in designating the payment due date for the application fee, this shall apply only if the Hotel has notified the guest of such intent.

(Special Agreement to Waive Application Fee) **Article 4**

1. Notwithstanding the provisions of the preceding article, the Hotel may agree to waive the payment of the application fee after the contract is concluded.
2. If the Hotel approves the application for an accommodation contract without requesting the payment of the application fee as stipulated in the preceding article and without specifying the payment due date for the application fee, it shall be treated as having accepted the special agreement stipulated in the preceding paragraph.

(Refusal of Conclusion of Accommodation Contract) **Article 5**

The Hotel may refuse to conclude an accommodation contract in the following cases:

1. When the application for accommodation does not comply with these terms and conditions.
2. When there is no vacancy due to full occupancy.
3. When the guest, in relation to accommodation, is deemed likely to engage in acts contrary to legal provisions, public order, or good morals.
4. When the guest intending to stay is clearly identified as having an infectious disease.
5. When the guest has been asked to bear burdens beyond a reasonable extent regarding the accommodation.
6. When it is impossible to accommodate the guest due to natural disasters, facility malfunctions, or other unavoidable reasons.
7. When the guest intending to stay is intoxicated or under the influence, and there is a risk of causing significant nuisance to other guests, or when a guest significantly disturbs other guests' peace, or behaves in a manner causing significant nuisance to other guests (as stipulated in Article 9 of the Miyazaki Prefectural Ryokan Business Law Enforcement Regulations).

(Guest's Right to Cancel the Contract) **Article 6**

1. A guest may request the cancellation of the accommodation contract from the Hotel.
2. If the guest cancels all or part of the accommodation contract due to reasons attributable to the guest's responsibility (except when the Hotel has requested the payment due date for the application fee as stipulated in Article 3, Paragraph 2, and the guest canceled the contract before such payment), the Hotel shall charge a penalty as stipulated in Appendix 2. However, this shall only apply if the Hotel has notified the guest of the obligation to pay the penalty when the guest cancels the accommodation contract due to accepting the special agreement stipulated in Article 4, Paragraph 1.
3. If the guest does not arrive by 8:00 PM on the day of accommodation (or 2 hours after the specified arrival time, if indicated in advance), the Hotel may consider the accommodation contract canceled by the guest and take appropriate action.

(Hotel's Right to Cancel the Contract) **Article 7**

1. The Hotel may cancel the accommodation contract in the following cases:
 - (a) When a guest is likely to engage in acts contrary to legal provisions, public order, or good morals regarding accommodation, or when such acts have been identified.

- (b) When a guest is clearly identified as having an infectious disease.
 - (c) When a guest is asked to bear burdens beyond a reasonable extent regarding the accommodation.
 - (d) When it is impossible to accommodate the guest due to due to natural calamities and/or other unavoidable causes.
 - (e) When a guest intending to stay is likely to cause significant nuisance to other guests due to intoxication, etc., or when a guest causes significant disturbance or annoyance to other guests (as stipulated in Article 9 of the Miyazaki Prefectural Ryokan Business Law Enforcement Regulations).
 - (f) When a guest violates rules and regulations (limited to those related to fire prevention) set by the Hotel, including smoking in the bedroom or tampering with fire-fighting equipment.
2. If the Hotel cancels the accommodation contract based on the provisions of the preceding paragraph, the Hotel shall not charge the guest for any services not yet provided, including accommodation services.

(Registration of Accommodation) **Article 8**

1. On the day of accommodation, guests shall register the following information at the Hotel's front desk:
 - (a) Guest's name, age, gender, address, and occupation
 - (b) For foreigners: nationality, passport number, port of entry, and date of entry
 - (c) Departure date and scheduled departure time
 - (d) Other information deemed necessary by the Hotel
2. When guests intend to make payment for the charges specified in Article 12 by means of traveler's checks, accommodation vouchers, credit cards, or other methods substituting for currency, they shall present these items during registration as specified in the preceding paragraph.

(Use of Guest Rooms) **Article 9**

1. The period during which guests can use the Hotel's guest rooms shall be from 2:00 PM until 11:00 AM the following day. However, in the case of consecutive stays, guests can use the room throughout the day except for the arrival and departure days.
2. Regardless of the provisions of the preceding paragraph, the Hotel may allow the use of guest rooms outside the specified times mentioned in the above for an extra charge.

Appendix 1 Calculation Method of Accommodation Fees

(Related to Article 2, Paragraph 1, Article 3, Paragraph 2, and Article 12, Paragraph 1)

Content Consumption Tax Amount Payable by Guests Total Amount

1. Accommodation Fee Basic Accommodation Fee (Room Charge) Service Charge (1 × 10%) Consumption Tax Rate (1 + 2)
Accommodation Fee
2. Food and Beverage Charges and Other Usage Charges Service Charge (4 × 10%)
Consumption Tax Rate (4 + 5)

Note: Room service, minibar, and pay-per-view broadcasts are added to the basic accommodation fee in (1). Items 3 and 6 are exempt from taxation. In the event of changes to tax laws, the revised provisions will apply.

		Itemization	Consumption Tax
Total Amount to be paid by the Guest	Accommodation Charges (1)	(1) Basic Accommodation Charge (Room Charge) (2) Service Charge ((1) X 10%)	(3) Consumption Tax ((1) + (2))
	Additional Charges (2)	(4) Food & Beverage and Other Expenses (5) Service Charge ((1) X 10%)	(6) Consumption Tax ((4) + (5))

Appendix 2 Cancellation Fees (Related to Article 6, Paragraph 2)

(Note)

1. The percentage (%) represents the cancellation fee ratio to the basic accommodation fee.
2. In case the contracted days are shortened, a cancellation fee equivalent to one day's stay (first day) will be charged regardless of the shortened days.
3. In group bookings (10 or more rooms), if a cancellation fee agreement is explicitly included as part of a special accommodation contract, that agreement shall prevail.

Contracted Number of Guests	No Show	1st Day of Occupancy	Day before 1st Day of Occupancy	7 Days Prior
Individual	100%	100%	50%	20%

Contracted Number of Rooms	No Show	1st Day of Occupancy	Day before 1st Day of Occupancy	14 - 2 Days Prior	30 - 15 Days Prior	60 - 31 Days Prior	90 - 61 Days Prior
Group Total 10 to 29 rooms	100%	100%	50%	-	-	-	-
Group Total 30 to 99 rooms	100%	100%	100%	80%	50%	30%	20%
Group Total 100 rooms or more	100%	100%	100%	100%	70%	50%	30%

The percentage is the ratio of the penalty charge to the basic room charge (including consumption tax).

For Group Reservations (10 Rooms or More), in the case of a penalty charge specification in a separate accommodation agreement, the separate agreement shall be applied.

[Safe Deposit Box Regulations (Front Desk Safe Deposit Box)]

1. Scope of this Regulation: These regulations shall apply to the use of safe deposit boxes by hotel guests.
2. Nature of the Safe Deposit Box Usage Agreement: The nature of the safe deposit box usage agreement pertains to the lending of a specific safe deposit box (referred to as the "box") provided within the hotel room for use by guests

- (referred to as the "client"). This does not constitute a deposit contract for safekeeping of items that the client intends to store in the box. The hotel shall not be responsible for any damage to items stored in the box, nor shall it assume any liability for the reduction, damage, or alteration of the contents of the box.
3. Usage Period The usage period for the safe deposit box extends from the time the client checks in until the time of check-out.
 4. Range of Items for Storage: Please refrain from storing the following items in the safe deposit box:
 - (a) Animals, birds
 - (b) Explosives, volatile oils, and other flammable or ignitable substances
 - (c) Items emitting foul odors
 - (d) Items exceeding reasonable quantities
 - (e) Firearms, swords, narcotics, and other items prohibited by law
 5. Emergency Measures In accordance with legal provisions, in cases where the opening or closing of the safe deposit box is demanded, or in cases of emergencies such as fire or potential damage caused by stored items, the hotel may open the safe deposit box using a method deemed appropriate. The hotel shall not bear any responsibility for damages incurred by the client as a result of these actions.
 6. Compensation for Damages
 - (a) In general, the hotel shall not be liable for the loss, destruction, alteration, or other damages caused by circumstances generally considered force majeure in relation to the safe deposit box's opening.
 - (b) If the hotel or a third party incurs damages due to the destruction, alteration, or other causes attributable to the client's storage, the client shall compensate for such damages.
 7. Disposal of Items
 - (a) If the client does not retrieve the items within 7 days after the end of the storage period, the hotel may dispose of the items separately through methods, timing, and prices considered reasonable.
 - (b) The cost required for disposal as stipulated in the previous clause shall be borne by the client. However, any proceeds obtained from the disposal may be applied toward covering the disposal costs.
 8. Jurisdiction and Governing Law Any and all disputes arising from these regulations shall be resolved in accordance with the laws of Japan by the courts having jurisdiction over the location of the hotel.

[Property Custody Regulations]

1. Application: In accordance with Article 16, Paragraph 4 of the Accommodation Agreement, the hotel shall provide custody services for items, baggage, and other possessions for hotel guests based on these regulations.
2. Custody Period
 - (a) The custody period extends from the day the hotel receives the items for custody until the specified date of receipt designated by the client.
 - (b) The specified date of receipt shall be limited to within 30 days from the date of custody.
 - (c) If no specified date of receipt is provided, the custody period shall be 30 days from the date of custody.
3. Items for Custody Items such as cash, jewelry, valuables, dangerous items, perishable or fragile items, living organisms, items susceptible to damage by pests, wool, and fur products cannot be placed under custody.
4. Recipient of Custody: The recipient of the items placed under custody shall be either the client or a third party specified by the client.
5. Confirmation of Recipient When claiming custody of the items, the recipient or a third party authorized by the client should present the custody receipt to the hotel staff. If the recipient is a third party designated by the client, presentation of the custody receipt may not be necessary; however, proof of being a legitimate recipient may be requested. The staff will confirm the identity of the recipient and return the items with due diligence. In this case, the hotel shall be exempt from any responsibility concerning the items under custody.
6. Compensation for Damages
 - (a) In cases of loss, damage, alteration, or other damages caused by reasons generally due to natural calamities and/or other unavoidable causes, such as fire, earthquake, unauthorized use of a PIN, or misuse by the guest, the hotel shall not be held liable.
 - (b) In cases where the hotel or a third party incurs damages due to the guest's storage, the guest shall compensate for such damages.
7. Jurisdiction and Governing Law Any and all disputes arising from these regulations shall be resolved in accordance with the laws of Japan by the courts having jurisdiction over the location of the hotel.

[In Room Safe Regulations]

1. Scope of this Regulation: These regulations shall apply to the utilization of in-

room safes provided within hotel guest rooms.

2. Nature of the In-Room Safe Usage Agreement: The nature of the in-room safe usage agreement pertains to the lending of the in-room safe (referred to as the "safe") provided within the guest room for use by clients (referred to as the "client"). This is not a deposit contract for the safekeeping of items the client intends to store in the safe. Therefore, the hotel shall not bear responsibility for the safekeeping of items stored within the safe or for any damages, reductions, or alterations to the contents of the safe.
3. Usage Period: The usage period for the safe extends from the client's check-in time until check-out.
4. Range of Items for Storage: Please refrain from storing the following items in the safe:
 - (a) Animals, birds
 - (b) Explosives, volatile oils, and other flammable or ignitable substances
 - (c) Items emitting foul odors
 - (d) Items exceeding reasonable quantities
 - (e) Firearms