

Rules of Conduct

宿泊約款 利用規則

宿泊約款

(Applicability)

Article 1, Paragraph 1. Seagaia Forest Condominiums & Seagaia Forest Cottages (hereinafter referred to as “the Facility”) shall be governed by the terms and conditions of accommodation and related agreements concluded between the Facility and its guests. Matters not specified in these terms and conditions shall be governed by laws and regulations or generally established customs.

2. When the facility agrees to a special agreement within the scope of laws and customs, the special agreement shall take precedence over the provisions of the preceding paragraph.

(Accommodation Contract Application)

Article 2, Paragraph 1. Those who wish to apply for an accommodation contract at this facility must submit the following information to the facility.

- (1) Name of guest
 - (2) Date of stay and estimated time of arrival
 - (3) Accommodation fee (based on the basic accommodation fee in Appendix 1)
 - (4) Other matters deemed necessary by the facility
2. If a guest requests to extend their stay beyond the date specified in item 2 of the preceding paragraph during their stay, the facility shall treat the request as a new application for an accommodation contract at the time the request is made.

(Establishment of Accommodation Contract, etc.)

Article 3 1. The accommodation contract shall be established when the facility accepts the application described in the preceding paragraph.

However, this shall not apply if the facility can prove that it did not accept the application.

2. When the accommodation contract is established in accordance with the provisions of the preceding paragraph, the application fee set by the facility, up to the basic accommodation fee for the accommodation period (three days if the period exceeds three days), shall be paid by the guest to the facility by the date specified by the facility.
3. The application fee shall first be applied to the accommodation charges ultimately payable by the guest. If a situation arises to which the provisions of Article 6 and Article 18 apply, the application fee shall be applied in the order of liquidated damages followed by compensation, and any remaining amount shall be refunded at the time of payment of charges pursuant to the provisions of Article 12.
4. If the application fee specified in paragraph 2 is not paid by the date specified by the facility in accordance with the regulations, the accommodation contract shall be void. However, this shall only apply if the facility has notified the guest of the payment deadline for the application fee.

(Special Agreement to Waive the Payment of the Application Fee)

Article 4 1. Notwithstanding the provisions of the second paragraph of the preceding article, this facility may agree to a special agreement to waive the payment of the application fee specified in the same paragraph after the contract has been concluded.

2. When accepting an application for a lodging contract, if this facility does not request payment of the application fee specified in the second paragraph of the preceding article or does not specify the payment deadline for such application fee, the application shall be deemed to have been made in accordance with the special agreement specified in the preceding paragraph.

(Refusal to conclude an accommodation contract)

Article 5. The facility 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 are no vacant rooms due to full occupancy.
- (3) When the person seeking accommodation is deemed likely to engage in conduct that violates laws and regulations, public order, or good morals in relation to accommodation.
- (4) When the person seeking accommodation is clearly recognized as having a contagious disease.
- (5) When the person seeking accommodation demands an unreasonable burden in relation to accommodation.
- (6) When it is impossible to accommodate the guest due to natural disasters, facility malfunctions, or other unavoidable circumstances.
- (7) When the guest is intoxicated or otherwise likely to cause significant inconvenience to other guests, or when the guest has engaged in behavior that significantly inconveniences other guests. (Pursuant to Article 10 of the Miyazaki Prefecture Inn Industry Act Enforcement Ordinance)

(Guest's Right to Cancel the Contract)

Article 6 1. Guests may cancel their accommodation contract by notifying the facility.

2. The facility shall charge a cancellation fee in accordance with the provisions of Appendix 2 if a guest cancels all or part of the accommodation contract for reasons attributable to the guest (except in cases where the facility has specified the payment date for the deposit in accordance with the provisions of Article 3, paragraph 2, and the guest cancels the accommodation contract before making the payment except when the guest cancels the contract before payment is made), the facility shall collect a cancellation fee in accordance with the provisions of Schedule 2. However, this applies only when the facility has agreed to the special terms under Article 4, Paragraph 1, and the facility has notified the guest of the obligation to pay the cancellation fee in the event of cancellation at the time of agreeing to the special terms.

3. If a guest does not arrive by 8:00 p.m. on the day of arrival (or two hours after the scheduled arrival time, if specified in advance) without contacting the facility, the facility may consider the accommodation contract to have been canceled by the guest and proceed accordingly.
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(Right to Terminate the Contract)

Article 7 1. The facility may terminate the accommodation contract in the following cases:

- (1) When it is determined that a guest is likely to engage in conduct that violates laws and regulations, public order, or good morals in relation to their stay, or when such conduct has been confirmed.
 - (2) When a guest is clearly recognized as having a contagious disease.
 - (3) When a guest demands an unreasonable burden in connection with the accommodation.
 - (4) When it is impossible to provide accommodation due to reasons attributable to force majeure such as natural disasters.
 - (5) When a person seeking accommodation is deemed likely to cause inconvenience to other guests due to intoxication, or when a guest engages in behavior that causes significant inconvenience to other guests. (Pursuant to Article 9 of the Miyazaki Prefecture Inn Industry Act Enforcement Ordinance)
 - (6) When a guest fails to comply with the hotel's usage rules prohibiting smoking in bedrooms, tampering with fire safety equipment, or other prohibited acts (limited to those necessary for fire prevention).
2. If the facility terminates the accommodation contract based on the provisions of the preceding paragraph, the guest will not be charged for any accommodation services or other services that have not yet been provided.

(Registration for Accommodation)

Article 8 1. Guests shall register the following information at the front desk of the facility on the day of their stay.

- (1) Guest's name, age, gender, address, and occupation
 - (2) For foreign nationals, submission of a passport
 - (3) Departure date and scheduled departure time
 - (4) Other information deemed necessary by the facility
2. If a guest intends to pay the fees specified in Article 12 using a method other than currency, such as a lodging voucher or credit card, they must present such method at the time of registration as specified in the preceding paragraph.

(Room Usage Hours)

Article 9 1. Guests may use the rooms of this facility from 3:00 PM to 12:00 AM the following day.

. However, in cases of consecutive stays, guests may use the room throughout the day, excluding the arrival and departure dates.

2. The facility may, at its discretion, permit the use of rooms outside the hours specified in the preceding paragraph.

In such cases, additional fees will be charged.

- Check-out after midnight
 - Check-in before 3:00 PM
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(Compliance with Terms of Use)

Article 10 Guests shall comply with the rules of use posted within the facility as determined by the facility, as well as other regulations determined by the facility.

(Business Hours)

Article 11 1. The business hours of the facility are as follows. Detailed business hours for other facilities will be provided in pamphlets and posted notices.

Front desk and cashier service hours:

- I. No curfew
 - II. Front desk service 24 hours (cashier only 7:00 AM to 12:00 AM)
2. The operating hours specified in the preceding paragraph may be temporarily changed in cases of necessity. Additionally, the facility may cease operations without prior notice. In such cases, appropriate notification will be provided.

(Business Hours)

Article 11 1. The business hours of this facility are as follows. Detailed business hours for other facilities, etc. are provided in the pamphlets available at the facility and on notices posted in various locations.

Front desk, cashier, and other services:

- (a) No curfew
 - (b) Front desk service available 24 hours a day (cashier service available from 7:00 a.m. to midnight)
2. The above schedule is subject to change in case of unavoidable circumstances. In addition, the facility may close without prior notice. In such cases, we will notify you by appropriate means.

(Payment of Fees)

Article 12 1. The breakdown and calculation method of accommodation fees and other charges to be paid by guests shall be as listed in Appendix 1.

2. Payment of the accommodation fees and other charges specified in the preceding paragraph shall be made in cash or by traveler's checks, accommodation vouchers, credit cards, or other methods approved by the facility, at the front desk upon the guest's departure or when requested by the facility.

3. Even if the guest chooses not to stay after the facility has provided the room and made it available for use, the accommodation fee will be charged.

(Responsibility of the Facility)

Article 13 1. The facility shall compensate guests for any damage caused by the performance or non-performance of the accommodation contract and related contracts.

However, this shall not apply if the damage was not caused by reasons attributable to the facility.

2. The facility displays a fire safety compliance certificate proving that it is a facility that complies with fire regulations and is safe from fire hazards.

(Handling Unavailable Contracted Rooms)

Article 14 1. When the facility cannot provide contracted rooms to guests, it shall, with the consent of the guests, arrange for other accommodation facilities with the same conditions as much as possible.

2. Notwithstanding the provisions of the preceding paragraph, when the facility cannot arrange for other accommodation facilities, pay the guest compensation equivalent to the contract amount, which shall be applied toward damages. However, if the facility is not at fault for the inability to provide the room, no compensation shall be paid.

(Handling of Deposited Items)

Article 15 1. Regarding items, cash, and valuables deposited by guests at the facility, if loss, damage, the facility shall compensate for such damage, except in cases of force majeure.

However, for cash and valuables, if the facility requested the guest to declare the type and value of such items and the guest failed to do so, the facility shall compensate for such damage up to a maximum of 300,000 yen.

2. If damage such as loss or damage occurs to items, cash, or valuables brought into the facility by a guest but not deposited at the front desk, the facility shall compensate for such damage. However, for items for which the guest did not previously declare the type and value, the facility shall compensate for such damage up to a maximum of 100,000 yen.

(Storage of Guests' Luggage or Personal Belongings)

Article 16 1. If a guest's luggage arrives at the facility prior to their stay, the facility will store it responsibly only if the facility has given its consent prior to the arrival.

The luggage will be handed over to the guest at the front desk when they check in.

2. If a guest's luggage or personal belongings are left at the facility after the guest has checked out, the facility will store them responsibly only if the facility has given its consent prior to the arrival, and the owner has not provided instructions or the owner cannot be identified, the provisions of Article 8 of the Terms of Use shall apply.

3. The facility's liability for the storage of guests' luggage or personal belongings in the cases described in the preceding two paragraphs shall be governed by the provisions of the preceding article, paragraph 1 in the case of the first paragraph, and by the provisions of the same article, paragraph 2 in the case of the preceding paragraph.

4. In addition to the provisions of the preceding article and the preceding three paragraphs, the details regarding the handling of guests' deposited items, luggage, and personal belongings shall be governed by the separate regulations established by this facility.

(Responsibility for Parking)

Article 17: When guests use the parking lot of this facility, regardless of whether they deposit their vehicle keys, this facility is only lending them a space and is not responsible for managing their vehicles. However, if damage is caused by the intentional or negligent management of the parking lot by this facility, we will be liable for compensation.

(Responsibility of Guests)

Article 18: If the facility suffers damage due to the intentional or negligent acts of a guest, the guest shall compensate the facility for such damage.

(Disclaimer Regarding Computer Communications)

Article 19: When using computer communications within the facility, customers shall do so at their own risk. If the service is interrupted due to system failure or other reasons during the use of computer communications, resulting in service interruption, and the guest suffers any damage as a result, the facility shall not be liable in any way. Additionally, if the facility determines that the guest's behavior during computer communication use is inappropriate, and such behavior causes damage to the facility or a third party, the guest shall compensate the facility for such damage.

(Text Precedence)

Article 20: This regulation is drafted in both Japanese and English, but in the event of any inconsistency or discrepancy between the two texts, the Japanese text shall take precedence.

(Jurisdiction and Governing Law)

Article 21 All disputes arising from these regulations shall be resolved in accordance with Japanese law in the Japanese court with jurisdiction over the location of this facility.

Appendix Table 1: Method of Calculating Accommodation Fees, etc. (Related to Article 2, Paragraph 1, Article 3, Paragraph 2, and Article 12, Paragraph 1)

		Content	Consumption Tax
Total amount to be paid by guests	Accommodation Fees (1)	① Basic Accommodation Fee (Room Charge) ② Service Charge (10% of ①)	③ Consumption Tax Rate (①+②)
	Additional Charges (2)	④ Food & Beverage Charges, Other Charges ⑤ Service Charge (④×10%)	⑥ Consumption Tax Rate 率 (④+⑤)

Note: In the event of a revision to tax laws, the revised provisions shall apply.

Appendix Table 2: Penalty Fees (Related to Article 6, Paragraph 2)

	No Show	On the Day	Prior Day	14 Days Prior	30 Days Prior	60 Days Prior	90 Days Prior
Individual・Group 1-14 PAX	100%	100%	50%				
Group 15~99 PAX	100%	100%	100%	80%	50%	30%	20%
Group 100 or More PAX	100%	100%	100%	100%	70%	50%	30%

(Note)

1. The percentage is the ratio of the cancellation fee to the basic accommodation fee.
2. If the contract period is shortened, we will charge a cancellation fee for one day (the first day) regardless of the number of days shortened.
3. If part of a group reservation (15 or more people) is canceled, we will not charge a cancellation fee for the number of people equivalent to 5% of the total number of people staying 10 days prior to the date of stay (or the date of acceptance if the reservation was accepted after that date).
4. For group guests (15 or more people), if a special accommodation contract is concluded and a

penalty clause is explicitly stated, the terms of that contract shall apply.

【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 . Rooms with no ash trays are non-smoking, including the entire floor. Please do not smoke while in bed, including cigarettes and e-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 other than guests 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. 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. Beverages will be disposed of after 1 month if not collected. According to the Lost Property Act, valuables 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 . There is a public telephone in the lobby. 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 . Using photographs taken within the hotel for commercial purposes without permission may lead to legal actions.
- 22 . We kindly decline any form of tipping to our staff.
- 23 . When leaving your room, always carry your key card. The hotel may charge for damaged or lost key cards.
- 24 . The hotel cannot be held responsible for accidents or incidents in the parking area.
- 25 . 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.

(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. Disposal of Items Left in Custody
 - (1) If items left in custody are not collected within seven days after the end of the custody period, the hotel may dispose of such items by separate normal management and in a manner, at a time, and at a price generally deemed appropriate. If such disposal is difficult, the hotel may dispose of such items.
 - (2) The costs incurred for the disposal described in the preceding paragraph shall be borne by the customer. However, any proceeds obtained from the disposal may be applied toward the disposal costs.

8. Emergency Measures

This facility may take appropriate measures in the event of the following circumstances:

- (a) When requested by judicial authorities to open stored items.
- (b) In the event of fire, abnormalities in stored items, or other circumstances deemed to be emergencies.

9. Text Precedence

This regulation is prepared in both Japanese and English, but in the event of any inconsistency or discrepancy between the two versions, the Japanese text shall take precedence.

10. Jurisdiction and Governing Law

Any disputes arising from this regulation shall be resolved in accordance with Japanese law in the Japanese court having jurisdiction over the location of this hotel.

(In Room Safe Regulations)

1. Scope of Regulations

When using the in-room safe deposit box provided in the guest room (hereinafter referred to as the "safe deposit box"), this regulation shall apply.

2. Nature of the Safe Deposit Box Usage Agreement

The nature of the safe deposit box usage agreement is a loan for use and not a deposit agreement for items to be stored in the safe deposit box. Therefore, the facility shall not be liable for the storage of items placed in the safe deposit box by guests using the safe deposit box (hereinafter referred to as "users"), nor shall it be liable for any loss, damage, or change in the contents of such items.

3. Period of Use

The period of use of the safe deposit box shall be from the time of check-in until check-out

4. Scope of stored items

Please refrain from storing the following items in the safe deposit box.

- 1. Animals, birds
- 2. Explosives, volatile oils, and other flammable or combustible items
- 3. Items that emit foul odors
- 4. Items exceeding a reasonable amount
- 5. Firearms, swords, and stimulants that are not permitted by law

5. Emergency measures

In cases where the facility is required by law to open the safe deposit box, or in emergencies such as fire or damage to the facility caused by stored items, the facility may open the safe deposit box using a method deemed appropriate by the facility and take the best and most appropriate measures. The facility shall not be liable for any damages incurred by the customer as a result of such measures.

6. Compensation for Damages

- (1) The facility shall not be liable for any damages incurred due to the inability to open the safe deposit box as a result of fire, earthquake, theft of the PIN code, customer misuse, or other reasons beyond the facility's control, nor for any loss or deterioration of stored items caused by such reasons.
- (2) If the facility or a third party suffers damages due to the customer's storage, the customer shall compensate for such damages.

7. Text Precedence

These regulations are written in both Japanese and English, but in the event of any inconsistency or discrepancy between the two texts, the Japanese text shall take precedence.

8. Jurisdiction and Governing Law

Any disputes arising in connection with these regulations shall be resolved in accordance with Japanese law in a Japanese court with jurisdiction over the location of this facility.

(Pet Room Terms of Use)

Please comply with these terms of use of our pet room facility where you can stay indoor with your dogs and cats.

1. Accommodation Conditions

- (1) Family-type rooms allow up to three indoor dogs (small, medium, or large) or cats per room.
- (2) Pets must receive annual vaccinations.
- (3) Pets must be trained in basic toilet habits.
- (4) Pets must not bark unnecessarily or cause inconvenience to other guests.
- (5) Pets that are breeding or in heat are not permitted to stay.

2. Basic Manners

- (1) Please keep your pet on a leash on the premises, as some guests may be uncomfortable around animals.
- (2) Do not allow pets into areas where pets are prohibited.
Indoors: Bedding (Japanese-style rooms, Western-style beds), sofas, bathrooms
Outdoors: Condominium interior (front desk, fitness center, etc.) Himuka Center and other prohibited areas
- (3) Please clean up after your pet during walks in the surrounding area.

3. Requests before entering the room

- (1) When entering the room, please wipe your pet's paws with the provided towel at the entrance.
- (2) Please brush your pet outside the entrance or on the balcony, and clean up afterward done by each individual.

4. Request regarding the use of equipment

- (1) Please use pet-specific dishes, towels, etc., and refrain from using anything other than pet-specific items.
- (2) Please place used towels in the provided bucket. They will be replaced during cleaning.
- (3) If furniture, tatami mats, bedding, or other equipment is damaged or broken, please contact the front desk. Cleaning fees may be charged to the customer.

5. Please note that we cannot be held responsible for any sudden illnesses or other issues that may arise.