

General terms and conditions for accommodations

FUNNY VILLA accommodation terms and conditions

FUNNY Corporation (hereinafter referred to as 'the Company') for the services provided at the property (hereinafter referred to as 'the Services'). With regard to the terms and conditions of accommodation, the following is agreed and an accommodation agreement (hereinafter referred to as the "Agreement") is entered into. In order to use the Services, the guest must agree to all of this Agreement and when the guest uses the Services, the The person is deemed to have agreed to this Agreement.

【Points to be understood by the guests using the property】

The purpose of this service is to allow guests to enjoy the lifestyle of a holiday home owner in the area. In other words, the aim is not to provide guests with a hotel-like hospitality service. Of course, the staff will make every effort to prepare the guests for a pleasant stay.

However, resort properties may have insects or small animals entering the rooms. Even in such cases, we do not offer the same service as hotels, where butlers will exterminate them. In addition, wear and tear, lack of consumables and natural disasters such as typhoons may result in broken windows or leaks, The guest is responsible for dealing with this for the time being.

All of them cannot be listed, however, please be responsible for all of the unexpected situations as if you are a holiday home owner. Please note that the property is staff-less. Please also note that there may be inconveniences caused by malfunctions of equipment or fixtures. In such cases, it may take time for repairs to be completed and sometimes repairs may not be possible. As no other property is the same, it may not be possible to provide a replacement room immediately. No refunds will be given in either case. (This does not apply if the operator considers the use of the property to be impossible due to a breakdown of the building or equipment.) We ask for your full understanding of this point. ※Note that no interim cleaning is carried out during your stay.

1. Purpose/ Form

1.1. The purpose or form of the property under this Agreement shall be an accommodation contract for temporary use. The guest may not use the property for any other purpose.

1.2. Unlike hotels, inns, etc., the guest shall use the property as their temporary home. The guest must use the property in a cooperative manner with neighbors and ensure not to cause any inconvenience.

1.3. Unless specifically authorized by the Company, you may not sublet or sublet the property, or transfer the right of use of the property held by the guest to a third party.

1.4. The guest must surrender the property at the end day of the Agreement. It is not possible to renew the the Agreement or extend the period of stay.

2. Exchange of Agreement

2.1. The Agreement is exchanged on the basis that the guest has agreed the terms and conditions and has paid the fees and charges by the due date specified by the Company (within 7 working days after the exchange of the Agreement), and has provided the personal details of all guests (address, name, occupation, and in the case of guests of foreign nationality, their passport number and travel documents). In the event that the Company is unable to confirm payment and other costs and the personal details of all guests, the booking is deemed to have been cancelled. This does not apply to offers made less than 7 days prior to the stay, please follow the Company's instructions.

2.2. The full amount of the fee must be paid in advance. If bank transfer payment is made or cancellation is made, bank transfer charge will be paid by the guest.

2.3. Changes, cancellations and cancellation charges for reservations for the use of the property are as follows. 30% 14 days prior to stay / 70% 6 days prior to stay / 100% from the day before stay / 100% on the day of arrival (no-showing up)

2.4. The guest shall notify any changes to the registered information without delay and in the manner stipulated by the Company and submit the documentation requested by the Company.

2.5. The guest shall manage and store the password at their own risk and shall not allow a third party to use it, The guest shall not lend, transfer, change the registration, sell or dispose otherwise.

2.6. The guest shall be responsible for any damage caused by inadequate password management, faulty use or use by a third party, for which the Company accepts no liability.

2.7. The guest shall immediately notify the Company of the theft of their password or if it is found to have been used by a third party,

3. Terms of use

3.1. During the term of this Agreement, the guest may use the Service in accordance with the method determined by the Company within the scope of the purpose of this Agreement and to the extent that it does not violate this Agreement.

3.2. The use of the property may inevitably be refused in the event of force majeure including typhoons or other bad weather, earthquakes or other natural disasters. In addition, if the Company deems the property to be unusable, or if the property is damaged or reduced in size, the Agreement will immediately be terminated and refund the guest the fee corresponding to the number of days the accommodation being unavailable.

3.3. Computers, software, equipment, lines and other telecommunications environment, etc., necessary for the provision of the Services, such as at the time of booking, shall be prepared and maintained at the cost and responsibility of the guest.

3.4. The guest shall, in accordance with their own environment for using the Services, take security measures such as the prevention of computer virus infection, unauthorized access and information leakage.

3.5. In the event of receiving any enquiries from a third party, the Company will not take any action in order to protect the privacy of the guest.

3.6. Non-Japanese nationals will be required to provide a copy of their passport to enter the property.

4. Control of property

4.1. The property is a 'staff-less establishment'. Unlike hotels and inns, the property is not staffed.

4.2. Utility charges for electricity, gas, water and other utilities used at the property are charged in accordance with our standards. Up to the amount specified by the Company, these are included in the rates and management fees. Hot spring water is only available in compatible facilities. If the amount used exceeds the amount specified by the Company, it shall be separately charged and invoiced. In cold climates and specified facilities, a separate usage fee will be charged and invoiced.

4.3. The Agreement is exchanged on the basis that the guest agrees to the terms and has paid the fees and charges within the period specified by the Company (within 7 working days after the contact has been made), and has provided the personal details of all guests (address, name, occupation, and in the case that guests are foreign nationals, passport number and travel documents),

4.4. illegal or similar acts during the use of the property, disturbing the neighborhood, being suspended by the Company operator from using the property, or property is significantly damaged, etc., the Company reserve the right to refuse all future accommodation at any of the properties we manage.

4.5. If the property is used for the purpose of seminars, events, parties, sales of goods, etc., the guest must submit a written plan, a description of the goods and any other materials to the Company in advance. In such cases, The Company reserve the right to refuse the use of the Service even after the submission of application or receipt of payment if the Company consider the content, etc., is inappropriate or unsuitable. If the above documents have not been submitted by the date specified by the Company, or if it is discovered that the use is for the purpose of a seminar, event or sale of goods afterwards, the the Agreement shall be terminated immediately and the use of the premises will be discontinued. In such cases, the deposit of fees and repairs will not be refunded as it will be allocated as part of the penalty. No compensation will be made for any damage suffered by the guest.

4.6. Entry to the property (including the premises) by anyone other than the guest registered at the time of application is strictly prohibited. If anyone other than the guest(s) wish to enter the property, they must make a separate request in advance, submit personal details and pay a fee. Please note that the Company may not be able to respond to your request. In the event of unauthorized entry, the fee will be confiscated and a penalty charge will be incurred.

4.7. On the first day of arrival, the guest must check the property and any equipment or fixtures attached to the property for any defacement, damage, malfunction, etc. In the event of any defacement, damage or malfunction, the guest shall notify us by email and/ or telephone on the day the use of the property commences. If there are no problems, no notification is required. If, however, the Company or the operator finds any defacement, damage or other defects after the guest has left the property, the guest shall be responsible for restoring the property to its original condition. The guest agrees in advance that they will be obliged to pay the costs of restoring the accommodation/ property to its original state at their own risk.

4.8. If the guest causes defacement, damage, destruction, malfunction or other damage to the property or the equipment or fixtures attached to the property, the guest will be charged for the cost of restoring the property to its original state. Even if the guest is found to be intentional or unintentional, the guest shall be liable for any damage resulting from such acts and cost of restoring the property to its original state.

4.9. Any extension, reconstruction, relocation, alteration or redecoration of the property or the installation of structures on the property's premises is strictly forbidden.

4.10. If the guest ceases to use the property before the expiry date of the Agreement or shortens the period of use, the Company will not refund the fees received.

5. Surrender of the property

5.1. If the guest does not surrender the property immediately after the expiry of the Agreement, the guest is liable for the compensation from the date of expiry given in the Agreement until the date of surrender completion. The compensation will be double the amount of the rate.

5.2. Any equipment, fixtures, foodstuffs or other items left in the property by the guest shall be disposed by the Company. The guest is liable for the cost of disposal.

5.3. The guest shall inform the Company (by e-mail) of the departure from the accommodation. It will be automatically extended until the notice of surrender is received by the Company.

6. Entry to the property

The Company reserves the right to enter the property where the Company deems it necessary, including an emergency, loss of communication, repairs, inspections, etc.

7. Photographing, filming and related actions on the property (internally, externally, garden and other premises)

The reproduction or public transmission (including making transmittable) of photographs, videos, etc. taken at the property to be uploaded to websites, blogs, SNS, image or video posting sites, noticeboards, etc. without the Company's permission other than private use are prohibited. In the event of unauthorized photographing or/ and filming for any reason (including the bringing in of large amounts of photographing or/ and filming equipment or professional photographing or/ and filming equipment), a fee for the use of the studio (amount of time spent multiplied by JPY 27,000), penalty and damage charges will be levied. If photographs or videos taken at the property, intentionally or unintentionally, are disclosed on the internet or sold as books or other paper media, DVDs, etc., those shall be completely deleted, collected and disposed at the expense of the guest. In such cases, the guest is liable for the damages and 10 million JPY is levied.

8. Changes and cancellations of reservations

8.1. Changes or cancellations of reservations must be made in accordance with the terms and conditions of this Agreement.

8.2. Cancellation and changes of reservations can be handled free of charge until the cancellation charge is in effect. Cancellations and changes of reservations made after cancellation fee is in effect shall be subject to the specified charges for the entire reservations.

8.3. The Company reserves the right to cancel the reservation due to the guest assessment.

8.4. Special cancellation policy in relation to novel coronavirus (COVID-19) infections for the safety of our guests If any of the following is applicable, the booking will not be accepted. In addition, existing bookings that apply will be cancelled and the cancellation fee waived.

- In the event that person(s) is diagnosed or suspected to be infected with COVID-19 by a medical or health authority.

- In the event of all airlines and land transport associations have cancelled flights or services in connection with the outbreak of COVID-19 infection. The same applies in the event that the infection is discovered after the application being made.

9. Prohibitions

9.1. The following acts by the guest is prohibited. If any of the following is discovered, a penalty fee will be charged.

(a) Smoking or any other use of fire other than designated area permitted by the Company.

(If a cigarette bud is found other than the designated smoking area permitted by the Company or the facility on the premises will be subject to violation.)

(b) Production or storage of guns, knives, or dangerous explosive or inflammable materials.

(c) Violation of the rules and regulations of neighborhood associations, residents' associations, management associations, and other related associations, committees and acts that may cause complaints from the neighbors.

(d) Eating, drinking, barbecuing, or other similar activities outdoors, on terraces or balconies, unless specifically authorized by the Company.

(e) Making noise outdoors at day or night.

- (f) Making dangerous or disturbing noise, operating TV, stereos, or related devices at high volume, or playing musical instruments.
- (g) Flashing or lighting any source of lights outside after sunset or unnecessarily keeping the lights on until late evening.
- (h) Acts that may cause staining the property, such as paint, stains, hair dye, etc.
- (i) Use of the property as an office for antisocial forces, or related persons or allowing antisocial forces to enter the property.
- (j) Extension, reconstruction, relocation, remodeling, or redecoration of the property, or installation of structures on the premises of the property, and duplication or replacement of the key of the entrance.
- (k) The guest accompanying pets (including allowing visitors with pets), unless otherwise permitted by the Company.
- (l) Bringing in or keeping animals (including insects and similar creatures)
- (m) Commercial and solicitation activities such as multilevel marketing, pyramid schemes, adult entertainment, self development seminars and related activities.
- (n) Infringement on the intellectual property rights, portrait rights, rights of privacy, reputation, or other rights or interests of the Company, other users, external SNS providers, or other third parties. (including acts that directly or indirectly cause such infringement).
- (o) Criminal acts or other acts that violate laws, regulations, or public order and morals.
- (p) Falsification of information that may be used in connection with the Service.
- (q) Any act that may interfere with the Company's operation of the Service.
- (r) Directing other members or third parties to other websites using the site.
- (s) Other acts that the Company deems inappropriate for the use of the property or the Service.
- (t) Entering the property by a person who is recognized as having an infectious disease or a person who may have such a disease.
- (u) Street parking.

9.2. If the Company deem that an act by the guest in the Service corresponds or may correspond to any of the following prohibited acts, the Company may, without prior notice, delete all or part of the property information, withhold payment of the facility usage, or take any other measures that the Company deems necessary. Such measures may include the collection of a penalty charge. The Company shall not be liable for any damages incurred by the guest based on the measures taken by the Company pursuant to this paragraph. Please understand in advance that the Company will calculate and charge the amount of the penalty in such cases at its own discretion.

10. Suspension or interruption of services

10.1. The Company may, without prior notice, demand, suspend or discontinue all or part of the use of the Service, in whole or in part, in the event that the guest falls under any of the following items,

- (a) If any of the provisions of the Agreement are violated.
- (b) If any registered information is found to be false.
- (c) If usage or attempted usage of the Service is for a purpose and/ or in a manner that may cause damage to the Company or other guests, or any other third parties.
- (d) If the guest interrupt the operation of the Service, regardless of the means used.
- (e) If surveillance, or special inspection or maintenance of the computer system related to the Service is required.

(f) If operation of the Service becomes impossible due to a force majeure such as fire, power outage, or natural disaster.

(g) If the provision of the Service becomes difficult due to the failure and or malfunction of building facilities necessary for the provision of the Service and related services.

(h) In the event that where the Company deems it necessary to suspend or discontinue the Service.

10.2. The Company will not be liable for any damages incurred by the guest as a result of actions taken by the Company in accordance with this clause.

11. Disclaimer of liability

11.1. The Company and/ or the operator will not be liable for any damage caused by accidents, injuries, theft, or other causes not attributable to the Company or the operator.

11.2. The Company and/ or the operator will not be liable for any trouble (including quality of the connection) that may occur in connection with the Internet connection at the property. *Some of the properties are not equipped with internet connection

12. Cancellation, compensation for damages

12.1. If it becomes necessary to restore the building, facilities, or fixtures to their original state due to the intentional or negligent use of the property by the guest or a person accompanying the guest, the guest shall be liable for any cost arising from the restoration, compensation for closure of the property during the restoration work period, and compensation for damages suffered by the Company and/or the Operator and the business.

12.2. If a breach of terms and conditions in the Agreement occurs and if the guest commits any of the prohibited acts listed in the Agreement, the Agreement will be immediately cancelled and the guest shall immediately cease using the property and surrender. In such a case, the Company will not refund any charges received from the guest.

12.3. The Company will compensate the guest for damages incurred by the guest only in the event that the Company has caused damage to the guest through intentional or gross negligence whilst fulfilling the terms and conditions of this contract. In any other case, the Company's liability is exempted.

12.4. Complaints against the property will only be accepted from the accommodation representative who is the contract holder.

13. Changes in the Service, terms and conditions

13.1. The Company reserve the right to terminate this Service at their discretion.

13.2. The Company reserve the right to change the terms and conditions of this Agreement without prior notice to the guest. In such case, the guest shall be bound by the modified terms and conditions. Please ensure to review and understand this terms and conditions of this Agreement prior to arrival.

14. Legal language and governing law

This Agreement shall be written in Japanese and shall be governed by the laws of Japan.

15. Jurisdiction

The Tokyo District Court or the Tokyo Summary Court shall have exclusive jurisdiction in the first instance over any and all disputes arising out of or in connection with this terms of conditions of the contract.

The following is applicable only for the guests at facilities where pets are allowed.

※This facility (KARUIZAWA Funny hours) is a pet-prohibited facility.

【Agreement for accompanying dog(s)】

Guest with dogs hereby understand and agree to abide by the following terms and conditions when staying at the facility with a dog.

◎ Conditions of stay

1. Dogs are allowed to stay at the facilities, and requirement of the numbers and size of the dog(s) specified for each facility shall be strictly adhered to.
2. Dog(s) must be trained as a family dog and must not cause problems for others.
3. Dog(s) must be toilet trained, and shall not excessively bark or destroy facilities and equipment.
4. Dog(s) must be vaccinated against rabies and viral infections (5 or more mixed vaccines) within 1 year and date of arrival shall be at least 2 weeks after the vaccination.
5. Please submit a copy of the vaccination certificate for viral infections by e-mail or fax upon reservation as an evidence that dog(s) has been vaccinated and the vaccination date shall be within a year and more than 2 weeks prior to the date of arrival.
6. Cancellations and changes of reservations made after the cancellation charge being incurred will be subject to the specified charges for the entire duration of the reservation.
7. Dog(s) must be 4 months or older.
8. Dog(s) must have been treated for fleas and ticks.
9. No female dog(s) in heat or pregnancy are allowed. Please ensure that at least 4 weeks have passed from their heat and dog(s) do not go on the heat during the stay.

◎ Compliance with the Rules and Regulations

1. Dog allowed areas depend on facility to facility, please strictly adhere to the designated area.
2. Please be cautious on terraces and stairs.
3. Do not leave your dog(s) unattended inside at anytime.
4. When returning inside, be sure to use the outside washing area to clean off any dirt.
5. Do not allow dog(s) to climb on beds, sofas, chairs, tables, or closets, and do not allow dogs to sleep on them
6. Ensure not to damage the building, furniture, fixtures, fittings, plants, and other items, and bear the cost of any damage or injury.
7. Do not use the towels provided at the facility for dogs.
8. Do not to shampoo or trim the paws inside the room or at the foot-washing area by the entrance.
9. Please do not forget to pick up dog waste and clean up after your dog(s) at the facilities.
10. When going out with your dog(s), please ensure to keep your dog on a leash so as not to disturb the neighbors
11. The guest shall fulfill all related obligations stipulated in the Law Concerning the Protection and Management of Animals, the Rabies Prevention Law, and other related laws and ordinances.

© Notes

1. If there is any false information provided on the application, or if the guest or the accompanying dog(s) violates these rules during the stay, or if the guest or the accompanying dog(s) cause nuisance, distraction, danger, damage, accident to the neighborhood, the Company reserves the right to refuse the stay and terminate the Agreement. In such case, please note that no refund is given, furthermore the Guest is liable for the damages and injury.
2. The Company will not be held responsible for any injuries, escapes, or deaths that may occur to the accompanying dog.
3. In the event that any damage to the facility or a third party is caused by the dog(s), the guest shall be liable for the compensation concerning the facility or/ and the third party for the damage.

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