

# Terms and Conditions for Accommodation Agreements

## Article 1

1. This document (“Terms and Conditions”) describes the terms of accommodation agreements and related agreements (collectively “Accommodation Agreements”) concluded between The Plough Inn (Norfolk) Ltd (“Hotel”) and its guests (“Guests”). Any items not stipulated in this Terms and Conditions shall be determined according to the laws of The UK or generally established custom.

2. Notwithstanding the above, in cases where the Hotel accepts a special agreement, insofar as such special agreement does not violate the laws of UK or generally established custom, such special agreement shall have precedence over this Terms and Conditions.

3. Words importing the singular include the plural and vice versa.

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## Requesting an Accommodation Agreement

### Article 2

1. When requesting an Accommodation Agreement with the Hotel, please provide the Hotel with the following information.

- (1) Names and contact information of Guests
- (2) Dates of stay and estimated time of arrival
- (3) Accommodation fee (normally the basic accommodation fee as specified in Table 1 below)
- (4) Other items as specified by the Hotel

2. If Guests wish to extend their stay beyond the dates specified in Paragraph 1 (2) above and have requested during their stay, the Hotel will process such request as an offer for new Accommodation Agreements at the time such request is made.

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## Effective Date of Accommodation Agreements

### Article 3

1. Accommodation Agreements become effective when the Hotel approves the request described in Article 2 above. However, this will not apply if it is proved that the Hotel did not approve the request.

2. When Accommodation Agreements become effective as described in Paragraph 1 above, Guests shall pay the Hotel an amount not exceeding the basic accommodation fee for the

indicated stay (equivalent to 3 days' stay, for a stay of 4 days or over) by the date Hotel specifies.

3. Firstly, the request fee described in Paragraph 2 above will be applied to final accommodation fee that Guests are required to pay. Secondly, in the event of any of the conditions described in Articles 7 and 19 below, such request fee will be applied to cancellation fee and then to compensation. Thirdly, if there is any balance remaining, it will be returned to Guests at the time the fees stipulated in Article 13 are paid.

4. If Guests do not pay the request fee described and as stipulated in Paragraph 2 above, by the payment due date specified by the Hotel, their reservation becomes immediately null and void, provided that the Hotel has notified them of the payment due date in advance.

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#### Special Agreements in Which Payment of the Request Fee is Not Required

##### Article 4

1. Notwithstanding Article 3 Paragraph 2 above, after entering Accommodation Agreements, the Hotel may in some cases offer a special agreement in which payment of the request fee will not be required.

2. If the Hotel did not request payment of the request fee described in Article 3 Paragraph 2 above when accepting the request for Accommodation Agreements, or did not specify a payment due date, Accommodation Agreements will be treated as a special agreement as described in Paragraph 1 above.

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#### Prohibitions

##### Article 5

1. Guests will not let others stay at the Hotel, assign or resale Accommodation Agreements, or let others use Hotel's facilities for Guests only without the Hotel's prior written consent.

2. Before the date of stay, the Hotel may contact Guests through the contact information provided based on Article 2 Paragraph 1 above for confirmation of bookings, etc. In this case, Guests will response unless there are unavoidable circumstances.

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#### Refusal to Conclude Accommodation Agreements

##### Article 6

In any of the following cases, the Hotel may decline to honour the Accommodation Agreement.

- (1) The request for accommodation is not made in accordance with this Terms and Conditions.
- (2) The Hotel is fully booked and there are no rooms available.
- (3) The person intending to stay at the Hotel is deemed to have violated applicable laws, public order, or public morals.
- (4) The person intending to stay at the Hotel is clearly infected with an infectious disease.
- (5) The person makes demands on the Hotel exceeding the reasonable extent.
- (6) Accommodation cannot be provided due to Acts of God, failure of facilities or other unavoidable circumstances.
- (7) Any of the following items apply to the person intending to stay at the Hotel.
  - ① Such person is a member of or in any way affiliated with a violent organisation, an enterprise or organisation affiliated with a violent organisation, an organisation that conducts radical action or other antisocial organisation (hereinafter collectively referred to as a “Violent Organisation”).
  - ② Such person is a member of a company or other organisation whose operations are controlled by a Violent Organisation or affiliate thereof.
  - ③ Such person is a legal entity which has an officer (director, executive officer, or any other equivalent person), employee, related person, etc. related to a Violent Organisation.
  - ④ Such person accepts the use of its name to a Violent Organisation.
  - ⑤ Such person commits significant disturbance of other guests of the Hotel, by words or action.
  - ⑥ Such person makes demands by violence, or otherwise makes demands on the Hotel or its employees exceeding the reasonable extent.

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## The Guests’ Rights of Cancellation

### Article 7

1. Guests may cancel Accommodation Agreements at any time by notifying the Hotel.

2. If Guests cancel Accommodation Agreements, in whole or in part, for reasons due to Guests, (unless the Hotel requested a payment of an accommodation fee specifying a payment date as stipulated in Article 3 Paragraph 2 above, and the Guests cancelled Accommodation Agreements before such payment), Guests shall be liable for payment of a cancellation fee as specified in Table 2. However, in the event of a special agreement as described in Article 4 Paragraph 1 above, Guests shall be liable for payment of such cancellation fee. However, provided only if the Hotel notifies, when entering into a special agreement, Guests their duty to pay the cancellation fee.

3. If Guests do not arrive at the Hotel by 21:00 on the first day of reservation (or within two hours of the expected arrival time notified by Guests in advance) without notifying the Hotel, such Guests’ reservation may be deemed to be cancelled.

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## The Hotel's Rights of Cancellation

### Article 8

1. The Hotel may cancel Accommodation Agreements in the event of any of the following.

- (1) The person intending to stay at the Hotel is deemed to violate or has violated applicable laws, public order, or public morals during the stay.
- (2) The person intending to stay at the Hotel is clearly infected with an infectious disease.
- (3) The person makes demands exceeding the reasonable extent with respect to the stay.
- (4) The Hotel is unable to provide accommodation due to Acts of God and other force majeure events.
- (5) In the case of smoking in bed, mischievous use of fire extinguishing equipment, or other actions prohibited by the Hotel's terms of use ("Terms of Use") (insofar as they involve matters necessary for fire safety).
- (6) Any of the following items apply to Guests.
  - ① Such Guests are members of or in any way affiliated with a Violent Organisation.
  - ② Such Guests are members of a company or other organisation whose operations are controlled by a Violent Organisation or affiliate thereof.
  - ③ Such Guests are members of a legal entity which has an officer (director, executive officer, or any other equivalent person), employee, related person, etc. related to a Violent Organisation.
  - ④ Such Guests accept the use of their names to a Violent Organisation.
  - ⑤ Such Guests commit significant disturbance of other guests of the Hotel, by words or action.
  - ⑥ Such Guests make demands by violence or threat of violence against, or otherwise make demands on the Hotel or its employees exceeding the reasonable extent.
  - ⑦ Such Guests violate this Terms and Conditions, Terms of Use, etc.

2. If the Hotel cancels Accommodation Agreements as described in Paragraph 1 above, the Hotel shall not charge the Guest for any accommodation services not yet provided.

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## Registration of Stay

### Article 9

1. Guests shall register the following information at the front desk of the Hotel on the first day of their stay.

- (1) Guests' name, sex, address, and occupation
- (2) Expected date and time of departure
- (3) Other items as specified by the Hotel

2. If Guests choose to pay the fees described in Article 13 below by means other than cash, such as accommodation certificates or credit cards, it shall be indicated at the time of registration described in Paragraph 1 above.

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#### Times of Use of Guest Suites

##### Article 10

1. The Guests are only able to use the allocated rooms within the time Hotel specifies, unless otherwise stipulated as an accommodation plan. In the case of a continuous stay of two or more days, Guests may use the rooms throughout the day on all days except the date of arrival and departure.

2. Notwithstanding Paragraph 1 above, the Hotel may permit the use of the rooms outside the hours described in Paragraph 1 above. In such cases, Guests will pay additional fees specified by the Hotel.

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#### Compliance

##### Article 11

During their stay, Guests shall always comply with the Hotel's Terms of Use (including and not limited to guidance, warnings, information, etc.), as posted in the Hotel's premises.

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#### Hours of Operation

##### Article 12

1. The hours of operation of main Hotel facilities are as follows. Details on the hours of operation of other Hotel facilities are provided by brochures, notice boards, and floor and facility guides posted in each room.

- (a) Curfew .....None\*
- (b) Front-desk services..... 08:00 – 21:00

2. The hours listed in Paragraph 1 above are subject to change when necessary and under unavoidable circumstances. In this case, the Hotel will take appropriate measures to notify thereof.

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#### Payment

##### Article 13

1. Breakdown and calculation of the accommodation fees, etc. payable by the Guests are provided in Table 1.

2. Guests will pay the accommodation fees, etc. as described in Paragraph 1 above at the front desk in cash, or otherwise by accommodation certificates, credit cards, or other equivalent forms accepted by the Hotel, at the time of Guests' departure or when the Hotel charges the bill.

3. After the Hotel provides Guests with access to rooms, even if they choose not to stay in or use such rooms, the Hotel shall nonetheless charge the accommodation fee to Guests.

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## Responsibilities of the Hotel

### Article 14

If the Hotel caused damage to Guests due to Accommodation Agreements, or performance or non-performance thereof, the Hotel shall compensate Guests for such damage. However, the same will not apply if such damage is due to reasons for which the Hotel is not liable.

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## If the Hotel Fails to Provide the Promised Accommodation

### Article 15

1. If the Hotel cannot provide Guests with the contracted rooms, the Hotel shall obtain their understanding and arrange other accommodation facilities to provide rooms as close as possible to the originally agreed conditions.

2. If the Hotel is unable to arrange the provision of alternative accommodations as described in Paragraph 1 above, the Hotel shall pay Guests compensation equivalent to the cancellation fee as damages. However, the same will not apply if Guests' damage is due to reasons which the Hotel is not liable.

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## Handling of Bailed Goods, etc.

### Article 16

1. In the event of damage to any cash, valuables or other goods bailed at the front desk by Guests, except in the case of acts of God or force majeure, the Hotel shall compensate Guests for such damage. However, if Guests have not indicated the value of such goods when asked to do so by the Hotel, such compensation shall be limited to £50.

2. In the event of damage to any cash, valuables or other goods brought into the Hotel by Guests but not bailed at the front desk, if such damage is due to reasons which the Hotel is liable, whether by intention or negligence, the Hotel shall compensate Guests for such

damage. However, if Guests have not indicated the value of such goods when asked to do so by the Hotel, such compensation shall be limited to £50.

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## Storage of Guests' Hand Luggage and Personal Effects

### Article 17

1. If the Guests' luggage arrives at the Hotel before Guests, only if the Hotel accepts such arrival in advance, the Hotel shall be responsible for storing such luggage, and the Hotel shall return it to Guests when they check in.

2. If Guests' hand luggage and personal belongings are found left at the Hotel after their check out, the Hotel, in principle, shall wait for inquiries from Guests and ask for instructions. If no instructions are given from Guests, the Hotel will handle it by Hotel's rules based on Lost Property Act or directions, instructions, etc. of the local police station. Furthermore, cash and valuables will be delivered to the nearest police station within 7 days (including the day on which they are found), and foods, drinks, or insanitary goods will be promptly handled by the Hotel's rules.

3. The Hotel's responsibility regarding Paragraph 1 is as described in Article 16 Paragraph 1 and responsibility regarding Paragraph 2 is as described in Article 16 Paragraph 2.

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## Responsibilities Regarding Parking

### Article 18

When Guests use the Hotel's parking facilities, the Hotel is merely the lender of a parking space; the Hotel is not liable for the care of Guests' vehicle, whether vehicle's key is bailed to the Hotel or not. However, if Guest's vehicle is damaged while the Hotel is managing parking facilities, due to Hotel's intention or negligence, the Hotel shall be liable for compensation of such damages.

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## Responsibilities of the Guest

### Article 19

In the event of damage to the Hotel due to Guests' intention or negligence, Guests shall compensate damages to the Hotel.

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## Severability

### Article 20

1. If any provision of the Terms and Conditions, Terms of Use, etc. is found invalid under law, the validity of the remaining provisions will not be in any way affected.

2. If any provision of the Terms and Conditions, Terms of Use, etc. is found invalid or cancelled in relation to certain Guests, the validity of the provisions in relation to the remaining Guests will not be in any way affected.

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## Governing Law

### Article 21

The validity, construction, and performance of the Terms and Conditions, Terms of Use, etc. will be governed in the laws of the United Kingdom.

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## Amendment

### Article 22

If the Hotel deems necessary, the Hotel may amend this Terms and Conditions. If the Hotel decides to make such amendment, until the date 1 month prior to the effective date of such amendment, the Hotel will announce such amendment, amended Terms and Conditions, and its effective date on the website.

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## Table 1 Breakdown of Accommodation Fees, etc. (Related to Article 2 Paragraph 1 and Article 13 Paragraph 1)

### Details

Accommodation fee	1. Basic accommodation fees {room fee (or room fee + breakfast fee)} 2. Service charge ("1." (Described above) multiplied by a percentage which the Hotel specifies)
Additional fees	3. Fees for meals and drinks (meals and drinks other than breakfast) and other user fees] 4. Service charge ("3." (Described above) multiplied by percentage which the Hotel specifies)
Taxes	VAT

### Notes

1. The basic accommodation fees are as presented in the Hotel's price list.
2. The Hotel's accommodation fees per child is normally the same as per adult. Depending on the season, however, a special infants' fee and children's fee may be set.



In the event of such changes in fees, the Hotel will inform Guests by suitable means. “Infants” mean infants between 1 and 6 years old, and “children” mean children between 6 and 12 years old.

In the event of revision of the tax laws, the taxes charged shall reflect said revision.

Table 2 Cancellation Fees

Date notice of cancellation is received		None	Same day	Previous day	20 days' prior notice	40 days' prior notice
Number of cancelled persons						
General	Up to 14	100%	80%	20%	—	—

**Notes**

1. “%” indicates the percentage of the cancellation fee to the basic accommodation fee.
2. If the number of days in the stay is reduced, one day’s cancellation fee is charged regardless of the number of days by which the stay is reduced.
3. In the event of cancellation by some of the members of a group (15 guests or more), 10% (fractional amounts will be discarded) of the number of Guests notified 10 days in advance of the stay, will not be subject to cancellation fee.
4. Based on hotel deals, plans, or other special agreements otherwise planned by the Hotel, cancellation fee which differ from this Table 2 may be stipulated