



## **bon bini residence**

### **Terms and Conditions**

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

- These Terms and Conditions shall govern any accommodation agreements or any other related contracts entered into between the hotel and the guest (including daytime guests using rooms for teleworking, etc.; the same shall apply hereinafter) , and any matters not stipulated in the Terms and Conditions shall be governed by law and generally established customs.
- Any usage guidelines and precautions (hereinafter collectively referred to as “Rules”) presented by the hotel in connection with these Terms and Conditions shall, in addition to the Hotel Rules and Regulations established by the hotel and kept in guestrooms, constitute a part of these Terms and Conditions.
- Notwithstanding the preceding paragraph, any special agreements provided by the hotel within the scope permitted by law and customs shall take precedence.

#### **Article 2 (Application for an Accommodation Agreement)**

- Those applying for an accommodation agreement at the hotel shall provide the hotel with the following information.
  1. Guest name and telephone number
  2. The date of stay and estimated time of arrival
  3. Accommodation fees (generally based on the Basic Accommodation Fees in Appendix 1. )
  4. Other information the hotel deems necessary
- In the event that a guest requests to extend their stay beyond the date listed in (2) of the preceding paragraph, an application for a new accommodation agreement is deemed to have been made at the time the request was made.

#### **Article 3 (Establishment of the Accommodation Agreement)**

- The accommodation agreement shall be established when the hotel accepts the application set forth in the preceding paragraph. However, this does not apply when the hotel proves it has not accepted the application.
- When an accommodation agreement has been established as per the provisions of the preceding paragraph, the guest must pay a deposit set by the hotel by the deadline designated by the hotel.
- The deposit shall first be allocated to room charges ultimately payable by the guest, then allocated to fines followed by compensation for damages in the event that the provisions of Articles 6 and 21 apply; any remaining deposit shall be returned at the time of payment in accordance with Article 13.
- The accommodation agreement shall cease to be effective when the guest fails to pay the deposit set forth in Paragraph 2 by the deadline designated by the hotel. However, this is limited to cases in which the hotel notifies guests of a deposit deadline.

#### **Article 4 (Special Agreements Not Requiring a Deposit)**

- Notwithstanding the provisions of Paragraph 2 of the preceding article, the hotel may accept special agreements that do not require payment of a deposit.
- The preceding paragraph on special agreements shall apply when the hotel does not request payment of the deposit set forth in Paragraph 2 of the preceding article or does not specify a deposit payment deadline when accepting applications for an accommodation agreement.

#### **Article 5 (Refusal of Accommodation Agreements)**

This hotel may refuse to enter into an accommodation agreement in the following cases:

1. When the accommodation application violates the stipulations of these Terms and Conditions
2. When guestrooms are fully booked
3. When a potential guest is deemed likely to break the law, disrupt public order, or act contrary to public morals during their stay.
4. When a potential guest is deemed to fall under any of the following categories (a) to (c) :
  - a. An organized crime group under the Act on Prevention of Unjust Acts by Organized Crime Group Members (Act No. 77 of 1991) as stipulated in Article 2 (2) (hereinafter "organized crime group") , a member of an organized crime group as stipulated in Article 2 (6) (hereinafter "organized crime group member") , an associate member or affiliate of an organized crime group or any other antisocial force
  - b. When the applicant is involved in corporations or other organizations whose operations are controlled by an organized crime group.

- c. When any of the directors of the applicant's corporation is classified as a member of an organized crime group
5. When the potential guest's behavior poses a significant nuisance to other guests.
  6. When the potential guest clearly has a contagious disease.
  7. When the potential guest uses violence, threats, blackmail, or intimidation to make unjust or unreasonable demands against the hotel or its employees, or is deemed to have engaged in any similar acts in the past.
  8. When the hotel is unable to accommodate guests due to natural disaster, facility malfunction, or other inevitable circumstances.
  9. When the potential guest is intoxicated, exhibits or has exhibited extremely abnormal behavior that may pose a nuisance to other guests, or in cases that fall under the provisions of prefectural ordinances.
  10. When the potential guest is extremely unsanitary or is wearing extremely dirty clothes that may cause a nuisance to other guests.
  11. When the potential guest conceals the fact that they have reserved a guestroom within the hotel for the purpose of making a profit, either for themselves or for a third party, by selling goods, etc.
  12. When the potential guest does not comply with these Terms and Conditions or with cancellation and payment policies when making a reservation.

## **Article 6 (The Guest's Right to Terminate the Accommodation Agreement)**

- Guests may request that the hotel terminate the accommodation agreement.
- If the accommodation agreement is terminated in full or in part for reasons attributable to the guest, the hotel shall charge a penalty in accordance with the provisions of Attached Table 2 (only in cases where the hotel specifies a deposit payment deadline and requests payment as stipulated in Article 3 (2) and excludes cases in which the guest cancels the accommodation agreement prior to such payment) . However, in the event that the hotel accepts a special agreement as stipulated in Article 4 (1) , guests are only required to pay a penalty for terminating the accommodation agreement when they have been notified of this obligation.
- If the guest does not arrive by 10 pm or two hours after a scheduled arrival time arranged in advance on the day of their stay without contacting the hotel, the accommodation agreement may be deemed to have been terminated by the guest.

## **Article 7 (The Hotel's Right to Terminate the Accommodation Agreement)**

- The hotel may terminate the accommodation agreement in the following cases
  1. When the guest is deemed likely to break the law, disrupt public order, or act contrary to public morals, or has engaged in such acts, during their stay.
  2. When the guest is deemed to fall under any of the following categories) to (c):
    - a. An organized crime group or a member, associate member, or affiliate of an organized crime group or any other antisocial force
    - b. When the applicant is involved in corporations or other organizations whose operations are controlled by an organized crime group.
    - c. When any of the directors of the applicant's corporation is classified as a member of an organized crime group
  3. When the guest's behavior poses a significant nuisance to other guests.
  4. When the guest clearly has a contagious disease.
  5. When the guest uses violence, threats, blackmail, or intimidation to make unjust or unreasonable demands against the hotel or its employees, or is deemed to have engaged in any similar acts in the past.
  6. When the guest cannot be accommodated due to force majeure.
  7. When the guest is intoxicated, exhibits or has exhibited extremely abnormal behavior that may pose a nuisance to other guests, or in cases that fall under the provisions of prefectural ordinances.
  8. When the guest smokes in bed, messes with firefighting equipment, or otherwise violates the Hotel Rules and Regulations (limited to fire-related regulations) .
  9. When the guest conceals the fact that they have reserved a guestroom within the hotel for the purpose of making a profit, either for themselves or for a third party, by selling goods, etc.
  10. When the guest violates the Hotel Rules and Regulations stipulated in Article 10, commits any of the prohibited acts set forth in Article 11, or otherwise fails to comply with these Terms and Conditions or with rules on cancellation and payment when making a reservation.
- When the hotel cancels the accommodation agreement in accordance with the provisions of the preceding paragraph, the guest will not be charged for services not yet provided.

## **Article 8 (Guest Registration)**

- Guests must register the following information at the front desk on the day of their stay.
  1. Guest name, age, gender, address, contact telephone number, and occupation
  2. Departure date and planned departure time

3. Other information deemed necessary by the hotel

## **Article 9 (Guestroom Hours)**

- Guestrooms may be used from 2 pm to 10 am the following day. However, for extended stays, guests may use the guestroom for the entire day excluding arrival and departure dates.
- Notwithstanding the provisions of the preceding paragraph, the hotel may allow guests to use guestrooms outside the hours specified above. In doing so, the following extension fees will be charged:
  1. Until 13:00 pm: 10 USD per hour per guestroom
  2. After 15:00 pm: Full room rate

## **Article 10 (Compliance with the Hotel Rules and Regulations )**

Guests shall comply with these Terms and Conditions as well as Rules while staying at the hotel.

## **Article 11 (Prohibited Acts)**

- Guests shall not engage in the following acts, either on their own or through the use of a third party.
  1. Registering or providing false information when staying at the hotel
  2. Using fraudulent payment methods such as stolen credit cards when staying at the hotel
  3. Using the hotel for business purposes without permission from the hotel
  4. Mass booking followed by mass cancellation or any similar acts
  5. Repeatedly making and canceling bookings without a justifiable reason, or any similar acts
  6. Impersonating the hotel or the hotel group, or any act that could be mistaken for such
  7. Unauthorized access of systems or computers or any similar acts
  8. Sending or uploading harmful computer programs or any similar acts
  9. Removal, defacing, or destroying equipment within the hotel facilities, or any similar acts
  10. Obstruction of business or damaging the reputation or brand of the hotel or hotel group by making demands that exceed socially acceptable norms, or slandering, defaming, threatening, or harassing the Hotel or its staff or posting inflammatory remarks on social networking sites, or any similar acts
  11. Violence, threats, extortion, or other coercive and unreasonable demands against the hotel or its staff
  12. Any acts that cause or risk causing inconvenience, damage, or disadvantage to other guests, third parties, the hotel, or the hotel group

13. Any acts that infringe or risk infringing on the copyrights, trademarks, or other intellectual property rights, privacy rights, personal rights, or any other rights of other guests, third parties, the hotel, or the hotel group
  14. Acts that violate or risk violating public order or law, or any criminal acts
  15. Displaying the power of an organized crime group or acts of aiding and abetting an organized crime group
  16. Violation of any other provisions of these Terms and Conditions
  17. Violation of any other rules in the Hotel Rules and Regulations
  18. Any other acts deemed inappropriate by the hotel
- The hotel shall be entitled to claim compensation from the guest for any damages incurred as a result of the acts in the preceding paragraph.

## **Article 12 (Hours)**

- Hours for the front desk, cashier, and other major facilities of the hotel are as follows. For detailed information on hours for other facilities, please see the attached pamphlet, signs throughout the hotel, or the service directory in the guestrooms.
1. Closing time, front entrance: 24 hours/day
  2. Front desk: 24 hours/day
  3. Cashier: 24 hours/day
- The hours in the preceding clause may be temporarily changed when doing so is necessary and unavoidable. The hotel shall take appropriate measures to notify guests of such changes.

## **Article 13 (Payment of Fees)**

- A breakdown of accommodation fees to be paid by guests is listed in Appendix 1.
- The accommodation fees in the preceding paragraph must be paid at the front desk on the day of the guest's arrival or upon the hotel's request in United States currency or Uganda shillings at a rate of 4000usd, pounds, credit cards, or any other alternative for currency accepted by the hotel. However, be aware currency payment will not be accepted if the hotel has notified the guest in advance that currency is not accepted.
- The accommodation fee will still be charged if the guest voluntarily chooses not to stay in an available room provided by the hotel.

## **Article 14 (Hotel Liability)**

- The hotel shall compensate the guest for any damages arising from failure to execute the accommodation agreement or its related agreements. However, this shall not apply when damages are caused by reasons not attributable to the hotel.

- The responsibility to provide guests with a room on the part of the hotel starts when the guest checks in at the front desk of the hotel and ends at the checkout deadline.
- The hotel is enrolled in hotel liability insurance to protect against fire and other disasters.

## **Article 15 (When Rooms Cannot Be Provided According to the Agreement)**

- If the hotel is unable to provide a guestroom according to the agreement, the hotel shall, with the understanding of the guest, strive to find accommodations at another hotel with as similar conditions as possible.
- Notwithstanding the preceding paragraph, if the hotel is unable to find other accommodations, the hotel will pay compensation equivalent to the penalty, which will be allotted to damages. However, this compensation will not be paid when inability to provide a guestroom is for reasons not attributable to the hotel.

## **Article 16 (Handling of Checked Items)**

- Loss or damage to any items, cash, or valuables checked at the front desk shall be compensated by the hotel, except in cases when such loss or damage is caused by force majeure. However, if the guest fails to declare the type and amount of valuables or cash when asked to do so by the hotel, the hotel will compensate a maximum of 50,000 UGX.
- Loss or damage to items, cash, or valuables not checked at the front desk shall be compensated only when such loss or damage is caused by willful misconduct or negligence on the part of the hotel. However, if the guest has not declared the type and amount of such items in advance, the hotel will not compensate for the damage that was caused by willful misconduct or negligence on the part of the hotel.
- Artwork, antiques, and other easily damaged items cannot be checked at the front desk.

## **Article 17 (Storing Guest Luggage and Belongings)**

- The hotel shall store guest luggage arriving before its owners only when an arrangement has been made in advance, and shall hand it to the guest during check-in.
- In the event that luggage or personal belongings are left unattended at the hotel after the guest has checked out, the hotel will, in principle, wait for the owner to contact the hotel for further instructions. If the owner fails to provide instructions or if the owner is unknown, valuables and items containing personal information will be delivered to the nearest police station within seven (7) days of the date of discovery, while other items will be disposed of three (3) months from the date of discovery. The same shall apply to items not taken in by the police.

- Liability on the part of the hotel for guest luggage or belongings shall be governed by Article 16 (1) in the case of Paragraph 1 and by Article 16 (2) in the case of Paragraph (2) .

## **Article 18 (Housekeeping)**

- When a guest stays in the same room for one night or more consecutive nights, housekeeping will be performed every day.
- Even if we receive a request stating that housekeeping is not required, housekeeping will be performed every fourth night to maintain sanitary conditions. However, the hotel retains the right to clean guestrooms at any time if it is deemed necessary. Guestrooms may also be entered on days other than cleaning days for maintenance, legal inspections, and emergencies.
- The guest shall not be able to refuse the housekeeping set forth in the preceding paragraph.

## **Article 19 (Computer Networks)**

- Guests shall use computer networks at the hotel at their own risk. Service may be interrupted or terminated due to system failure or other reasons without prior notice. The hotel shall not be liable for any loss or damage incurred as a result of service interruption due to system failure or any other reason when using computer networks.
- If the guest uses hotel computer networks in a way deemed inappropriate by the hotel that may cause or has actually caused damages, the hotel will demand that the guest cease use immediately and compensate for any damages incurred.

## **Article 20 (Parking Liability)**

The hotel consents to let guests park their vehicles in the parking space when a guest uses the hotel parking lot, regardless of whether the guest has deposited the keys with the hotel, and the hotel shall not be held liable for management of the vehicle. However, the hotel shall not be liable for compensation for any damage caused by willful misconduct or negligence in managing the parking lot.

## **Article 21 (Guest Liability)**

The guest shall compensate the hotel for any damages to the hotel caused by willful misconduct or negligence on the part of the guest including but not limited to facility repair costs and lost sales opportunities) .

## **Article 22 (Exemptions)**

The hotel shall be exempt from liability when an exemption set forth in these Terms and Conditions or the Rules and Regulations applies.

## **Article 23 (Reporting to the Authorities)**

- Should a guest's violation of these Terms and Conditions or other Rules warrant protection of the rights, property, or services of the hotel or another



guest, the hotel will notify the police and other relevant authorities or otherwise take appropriate measures.

- Should the hotel deem that a guest's health or life be in serious danger, the hotel may call an ambulance, regardless of the guest's will.

## **Article 24 (Changes to the Agreement)**

- These Terms and Conditions are subject to change without notice. Check the official website for the latest information.
- Use of the hotel by the guest after changes to these Terms and Conditions constitutes consent to the amended agreement.
- Notwithstanding the preceding paragraph, the provisions prior to the change shall apply to accommodation agreements concluded prior to the change of these Terms and Conditions.

## **Article 25 (Severability)**

- Even when a portion of these Terms and Conditions or other Rules is deemed legally invalid, the remaining provisions shall remain valid.
- Even when a portion of these Terms and Conditions or other Rules is deemed invalid or revoked in relation to a particular guest, the Terms and Conditions and other Rules shall remain valid for all other guests.

## **Article 26 (Preferred Language)**

The English version of these Terms and Conditions and other Rules shall be the original document. Even when translations are provided to guests for reference, only the original English document shall be contractually valid, and the translated document shall have no validity whatsoever.

## **Article 27 (Good Faith Negotiation)**

The hotel and guest shall negotiate in good faith to resolve any problems arising in connection with use of the hotel that cannot be resolved under these Terms and Conditions.

## **Article 28 (Governing Law and Court of Jurisdiction)**

- The accommodation agreement between the hotel and the guest shall be governed by the laws of Uganda.
- The Kampala District Court shall have exclusive jurisdiction in the first instance over any disputes including court mediation procedures regarding the accommodation agreement between the hotel and the guest.

## **Appendix 1. Breakdown of Accommodation Fees (Related to Articles 2 (1) and 12 (1) )**

Breakdown

Total Amount Payable Room Rate (1) Basic accommodation fee room rate.

## Appendix 2. Penalties (as per Article 6 Paragraph 2) ...for Hotel

Date that notice of cancellation was received No show Same day Previous day

Penalty Rates 100% 80% 20%

Notes

- Percentages are the ratio of the penalty charge to the basic accommodation fee.
- If the length of stay is shortened from the original agreement, the hotel shall charge a penalty of one day (the first day), regardless of the number of days the length of stay was shortened.
- A separate penalty policy established by the hotel may apply to agreements for group plans (15 or more guests) or accommodation plans sold online. In such cases, the applicable penalty policy shall prevail over these Terms and Conditions.

### <Hotel Rules and Regulation>

We ask that guests abide by these Hotel Rules and Regulations to ensure that the hotel remains a public space and to ensure the safety and comfort of our guests (including daytime guests using rooms for teleworking, etc.; the same shall apply hereinafter). Guests who fail to abide by these rules may be refused further lodging or use of the hotel's facilities. Such guests may also be asked to pay for any damage caused to fixtures or equipment within the hotel.

### <Prohibited Actions>

1. Do not use guestrooms for purposes other than lodging without permission from the hotel.
2. Do not use open flames for heating or cooking in the guestrooms, corridors, or other common areas.
3. Do not smoke in non-smoking rooms (including smoking with e-cigarettes, heat-not-burn-tobacco, etc.). If smoking or cigarette butts are found in a non-smoking room, we will charge to the guest 20 USD as room cleaning fee and room damage compensation in addition to the room charge. Do not smoke in bed or other areas prone to catching fire, even when staying in a smoking room.
4. Use the lobby to meet with outside visitors. Do not invite outside visitors into your guestroom.
5. Do not move equipment or fixtures within the hotel or guestrooms from their designated locations without reason.
6. Do not change or modify the current state of equipment within the hotel or guestrooms without permission.

7. Do not enter storage rooms, machinery rooms, emergency stairs (except during emergencies), or other staff-only areas.
8. Do not bring the following items into the hotel:
  - a. Dogs (excluding assistance dogs for the disabled), cats, birds, and other animals, or pets in general
  - b. Items that emit a foul or strong odor
  - c. Excessively heavy objects or an excessive amount of objects
  - d. Guns, swords, or other weapons
  - e. Explosives, volatile oils, or other items that are flammable or easily ignited
  - f. Other items deemed a threat to the safety of other guests
9. Do not shout, sing, act in a way that causes powerful shaking or a commotion, or otherwise pose a nuisance or cause discomfort to other guests.
10. Do not engage in any gambling, immoral acts, or acts that disrupt public safety within the hotel or guestrooms.
11. Do not distribute advertisements or promotional materials, sell goods, or conduct business without permission.
12. Do not distribute leaflets, petition for signatures, engage in political or religious activities, hold meetings, display group or organizational power, or aid or abet such activities without permission.
13. Do not bring or park propoganda trucks, modified cars, or any other style of vehicle that the hotel deems may cause discomfort or inconvenience to other guests.
14. Do not leave personal belongings in the corridor or lobby.
15. Photography or filming that may pose a nuisance to other guests within the hotel or guestrooms is strictly prohibited.
16. Do not photograph or film the inside of the hotel for business purposes without permission from the hotel.
17. Assault, injury, threats, extortion, fraud, obstruction of business, unreasonable demands through intimidation, and any similar acts are prohibited.
18. Do not engage in any other acts deemed inappropriate by the hotel.

## <Precautions>

1. As a general rule, items left with the hotel will be disposed of within three (3) months of the date of deposit unless otherwise specified.
2. As a general rule, the hotel waits for contact from the owner regarding instructions on what to do with lost or found items. If the owner fails to provide instructions or if the owner is unknown, valuables and items containing personal information will be delivered to the nearest police station within

seven (7) days of the date of discovery, while other items will be disposed of three (3) months from the date of discovery. Please be aware the food, drink, cigarettes, magazines, and other items detrimental to sanitation will be disposed of on the same day.

3. Please note that using the guestroom telephone to place a call outside the hotel will incur a facility usage fee.

4. Housekeeping will be performed only for guests who request it. Even if we receive a request stating that housekeeping is not required, housekeeping will be performed every fourth night to maintain sanitary conditions. However, the hotel retains the right to clean guestrooms at any time if it is deemed necessary. Guestrooms may also be entered on days other than cleaning days for maintenance, legal inspections, and emergencies.

5. Should a guest's behavior warrant protection of the rights, property, or services of the hotel or another guest, the hotel will notify the police and other relevant authorities or otherwise take appropriate measures.

6. Should the hotel deem that a guest's health or life be in serious danger, the hotel may call an ambulance, regardless of the guest's will.

7. If you lose your room key and cannot find it by the checkout time, UGX 200,000 will be charged to issue a new one.

## <Refusal of Service>

1. Service will be refused to the following organizations and individuals:

a. Organized crime groups and their members, affiliates, or any other persons involved in organized crime

b. Individuals involved in corporations or other organizations whose operations are controlled by an organized crime group.

c. Antisocial forces and their members and affiliates

2. Individuals who, due to diminished capacity or drug use, are unable to ensure their own safety and pose a risk or cause fear or discomfort to other guests.

3. Individuals who fail to immediately cease any of the aforementioned prohibited acts after receiving a warning from the hotel.