



MANAGEMENT

ACCOMMODATION BOOKING TERMS AND CONDITIONS

These Accommodation Booking Terms and Conditions ("Terms") govern all reservations made with Cloud 9 Property Management ("Cloud 9", "we", "our" or "us") for accommodation managed by Cloud 9 within Japan.

These Terms form a legally binding agreement between Cloud 9 Property Management and the person making the booking ("Lead Guest"), together with every person included in the booking ("Guests").

By making a reservation, paying a deposit or occupying a property managed by Cloud 9, the Lead Guest confirms that they have read, understood and accepted these Terms on behalf of all Guests included in the reservation.

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1. DEFINITIONS

For the purposes of these Terms:

Accommodation means the holiday home, chalet, apartment or other property booked by the Guest.

Arrival Date means the first day of the Rental Period shown on the booking confirmation.

Booking Confirmation means the written confirmation issued by Cloud 9 after payment has been received and the reservation has been accepted.

Cloud 9 means Cloud 9 Property Management and its authorised representatives.

Departure Date means the final day of the Rental Period.

Guest means every person occupying the Accommodation during the Rental Period.

Lead Guest means the person whose name appears first on the booking and who accepts these Terms on behalf of all Guests.

Owner means the legal owner of the Accommodation.

Rental Period means the period stated in the Booking Confirmation.

2. AGREEMENT

2.1

Cloud 9 acts as the authorised property manager for the Owner of the Accommodation.

2.2

A legally binding agreement is formed only when:

- availability has been confirmed;
- the required payment has been received;
- Cloud 9 has issued a written Booking Confirmation.

2.3

The Lead Guest confirms they are at least eighteen (18) years of age.

2.4

The Lead Guest accepts these Terms on behalf of every member of the booking party and agrees to ensure all Guests comply with these Terms.

2.5

The Lead Guest accepts responsibility for:

- all payments;
- any damage caused by any Guest;
- compliance with these Terms;
- communication between Cloud 9 and all members of the booking.

2.6

Cloud 9 reserves the right to refuse any booking without providing a reason where permitted by law.

3. BOOKING PROCEDURE

3.1

Accommodation availability displayed on the website does not constitute a confirmed reservation.

3.2

Reservations are subject to availability at the time payment is received.

3.3

Where Cloud 9 agrees to temporarily hold accommodation, the reservation will normally be held for five (5) working days pending payment unless otherwise agreed in writing.

3.4

Bookings not secured within the agreed holding period may be cancelled without notice.

3.5

Cloud 9 reserves the right to decline reservations where:

- payment cannot be verified;
- fraudulent activity is suspected;
- incorrect information has been supplied;
- the Guest has previously breached these Terms;
- the Accommodation is no longer available.

3.6

Cloud 9 may request additional identification or verification before accepting a reservation.

4. PAYMENTS

4.1 Deposit

Unless otherwise agreed in writing:

- bookings made more than ten (10) weeks before arrival require a deposit equal to fifty percent (50%) of the total booking price;
- bookings made within ten (10) weeks of arrival require full payment at the time of booking.

4.2 Balance Payment

The remaining balance must be received no later than ten (10) weeks before the Arrival Date.

4.3 Failure to Pay

If payment is not received by the due date, Cloud 9 may cancel the booking without further notice.

Cancellation charges under these Terms will still apply.

4.4 Payment Methods

Cloud 9 accepts payment using approved payment methods listed on its website or invoice.

4.5 Currency

All prices are quoted and payable in Japanese Yen (JPY).

4.6 Fees

The Guest is responsible for:

- bank transfer fees;
- currency conversion charges;
- credit card processing fees where applicable;
- international transfer fees.

4.7 Chargebacks

Where a Guest initiates a payment dispute or chargeback after receiving accommodation services, the Guest remains liable for all accommodation charges properly owed under these Terms.

Cloud 9 reserves the right to recover:

- outstanding accommodation charges;
- bank fees;
- chargeback administration costs;
- debt recovery costs permitted by law;
- legal costs where applicable.

4.8 Booking Confirmation

A booking is not confirmed until cleared funds have been received and Cloud 9 has issued written confirmation.

5. PRICES

5.1

All prices published by Cloud 9 are quoted in Japanese Yen (JPY) unless otherwise stated.

5.2

Prices displayed on the Cloud 9 website or other booking platforms may change at any time prior to confirmation of a booking.

5.3

Once a booking has been confirmed by Cloud 9, the accommodation price is guaranteed and will not be altered except where required under Clause 5.7.

5.4

Unless otherwise stated in the Booking Confirmation, the accommodation price includes only:

- use of the Accommodation during the Rental Period;
- standard departure cleaning;
- utilities ordinarily supplied to the property;
- amenities specifically listed in the property description.

5.5

Unless expressly included, the booking price does not include:

- flights;
- airport transfers;
- vehicle hire;
- travel insurance;
- medical insurance;
- ski passes;
- ski or snowboard lessons;
- equipment rental;
- childcare;
- meals;
- activities;
- additional housekeeping;
- concierge services;
- or any other services not expressly included in the Booking Confirmation.

5.6

Exchange rate fluctuations do not affect confirmed bookings and will not result in refunds or additional charges.

5.7

Where a government authority introduces or increases taxes, levies or mandatory charges after the booking has been confirmed, Cloud 9 reserves the right to recover those additional charges from the Guest.

5.8

All accommodation supplied by Cloud 9 is subject to applicable Japanese taxes.

6. SECURITY DEPOSIT

6.1

Certain properties require a refundable Security Deposit.

Where applicable, the amount will be advised before the Booking Confirmation is issued.

6.2

Cloud 9 may pre-authorise or collect the Security Deposit before arrival.

6.3

The Security Deposit may be used to recover costs including but not limited to:

- damage to the property;
- damaged furniture or appliances;
- broken crockery or glassware;
- missing items;
- excessive cleaning;
- odour removal caused by smoking;
- rubbish removal;
- unauthorised guests;
- lock replacement;
- replacement keys;

- emergency call-out fees;
- unpaid accommodation charges;
- breaches of these Terms.

6.4

If the total cost exceeds the Security Deposit, the Guest remains liable for the remaining balance.

6.5

Where no damage or additional charges apply, the Security Deposit will normally be refunded within fourteen (14) days following departure.

Cloud 9 may retain the Security Deposit for longer where repairs or quotations are still being obtained.

7. BOOKING AMENDMENTS

7.1

Requests to amend a booking must be made in writing by the Lead Guest.

7.2

Cloud 9 will make reasonable efforts to accommodate requested amendments but cannot guarantee availability.

7.3

Changes to:

- arrival dates;
- departure dates;
- accommodation;
- number of guests;

may result in revised accommodation charges.

7.4

Where an amendment effectively shortens the booking or reduces its value, Cloud 9 reserves the right to apply the cancellation policy to the affected portion of the booking.

8. CANCELLATION BY CLOUD 9

8.1

Cloud 9 reserves the right to cancel a booking where:

- the property becomes unsafe;
- the Owner withdraws the property from rental;
- essential utilities fail;
- serious maintenance issues arise;
- the property becomes uninhabitable;
- payment is not received;
- fraud is suspected;
- false information has been supplied;
- legal requirements prevent occupation.

8.2

Where reasonably possible, Cloud 9 will offer:

- a comparable alternative property; or
- a property of equal or greater standard.

8.3

If no suitable alternative is available, Cloud 9 will refund all accommodation payments received.

8.4

Cloud 9's total liability shall not exceed the accommodation charges paid.

Cloud 9 is not responsible for:

- flights;
- vehicle hire;
- ski passes;

- activities;
- travel expenses;
- accommodation booked elsewhere;
- or any indirect or consequential losses.

8.5

Cloud 9 shall not be liable for cancellations resulting from Force Majeure as described in Clause 10.

9. CANCELLATION BY THE GUEST

9.1

All cancellations must be submitted in writing by the Lead Guest.

The cancellation becomes effective on the date written notice is received by Cloud 9.

9.2

The following cancellation charges apply:

Cancellation Notice	Cancellation Charge
More than 24 weeks before arrival	Loss of 25% deposit
Between 24 weeks and 10 weeks before arrival	Loss of 50% deposit
Within 10 weeks of arrival	100% of booking value

No Show

100% of booking
value

9.3

No refunds are available for:

- late arrivals;
- early departures;
- unused nights;
- weather conditions;
- transport delays;
- illness;
- injury;
- or changes to personal circumstances.

Guests are strongly encouraged to obtain comprehensive travel insurance.

9.4

Where Cloud 9 is able to re-let cancelled dates, Cloud 9 may, at its sole discretion, offer a partial refund after deducting administration costs and any difference in rental income.

Cloud 9 is under no obligation to do so.

9.5

Approved refunds will normally be processed within fourteen (14) business days.

10. FORCE MAJEURE

10.1

Cloud 9 shall not be liable for any delay, interruption or failure to perform its obligations where such failure results from events beyond its reasonable control.

10.2

Force Majeure includes but is not limited to:

- severe snowfall;
- blizzards;
- avalanches;
- earthquakes;
- volcanic activity;
- flooding;
- landslides;
- typhoons;
- fire;
- epidemics;
- pandemics;
- government restrictions;
- border closures;
- war;
- terrorism;
- riots;
- civil unrest;
- industrial action;
- transport disruption;
- utility failures;
- internet outages;
- acts of God;
- or any other event beyond Cloud 9's reasonable control.

10.3

Force Majeure does not entitle the Guest to compensation beyond any rights required by applicable law.

11. GUEST RESPONSIBILITIES

11.1

The Lead Guest is responsible for ensuring that all members of the booking party comply with these Terms and Conditions throughout the Rental Period.

11.2

Guests agree to treat the Accommodation, its contents and surrounding property with reasonable care and respect.

11.3

The Guest agrees to:

- keep the Accommodation reasonably clean and tidy;
- operate appliances in accordance with provided instructions;
- securely lock all doors and windows when leaving the property;
- switch off lights, heating, air conditioning and appliances when not required;
- immediately report any damage, accident or maintenance issue;
- comply with all house rules supplied with the Accommodation.

11.4

Guests must not intentionally or negligently damage the Accommodation or its contents.

11.5

Any damage or maintenance issue must be reported to Cloud 9 immediately.

Failure to report damage which subsequently becomes more serious may result in the Guest being responsible for the additional repair costs.

11.6

Guests must not remove any furniture, appliances, decorations, artwork or equipment from the Accommodation.

11.7

Furniture must not be moved between rooms unless reasonably necessary.

If furniture is moved, it must be returned to its original location before departure.

11.8

Guests are responsible for supervising children at all times.

Cloud 9 accepts no responsibility for injuries arising from inadequate supervision.

11.9

Guests must use the Accommodation only for normal residential holiday purposes.

Commercial activities, photography sessions, filming, events or functions require prior written approval from Cloud 9.

12. OCCUPANCY & VISITORS

12.1

Only Guests listed on the Booking Confirmation may occupy the Accommodation.

12.2

The maximum occupancy stated in the property description or Booking Confirmation must not be exceeded at any time.

12.3

The Accommodation must not be sublet or assigned to another person.

12.4

Unauthorised overnight guests are strictly prohibited unless approved in writing by Cloud 9 prior to arrival.

12.5

Day visitors are permitted only where they:

- do not exceed the property's safe occupancy;
- comply with these Terms;
- do not disturb neighbouring properties.

Cloud 9 reserves the right to refuse or limit visitors where appropriate.

12.6

Cloud 9 reserves the right to immediately terminate a booking without refund where:

- occupancy limits are exceeded;
- unauthorised overnight guests are discovered;

- false guest information has been provided.
-

13. CHECK-IN & CHECK-OUT

13.1

Standard check-in and check-out times are stated in the Booking Confirmation.

13.2

Early check-in or late check-out may be available upon request but cannot be guaranteed.

Additional charges may apply.

13.3

Guests must follow all check-in instructions supplied by Cloud 9.

13.4

Keys, lockbox codes, keypad codes and digital access credentials remain the property of Cloud 9 and must not be shared with any person outside the registered booking party.

13.5

The Guest must notify Cloud 9 as soon as practicable if they expect to arrive significantly later than their scheduled arrival time.

13.6

Upon departure Guests must:

- lock all windows and doors;
- switch off lights and appliances where instructed;
- return all keys and remotes;
- dispose of rubbish in accordance with property instructions;
- leave the Accommodation in a reasonably clean condition.

13.7

Failure to vacate the Accommodation by the agreed check-out time may result in additional charges where this delays cleaning, maintenance or incoming Guests.

14. PROPERTY ACCESS

14.1

Cloud 9, the Owner or authorised contractors may enter the Accommodation where reasonably necessary to:

- perform repairs;
- carry out maintenance;
- inspect reported damage;
- comply with legal obligations;
- investigate emergencies;
- protect neighbouring properties;
- protect the Accommodation.

14.2

Where reasonably practicable, Cloud 9 will provide advance notice before entering the Accommodation.

14.3

Immediate access may occur without notice where an emergency exists.

15. WINTER CONDITIONS

15.1

Guests acknowledge that Accommodation managed by Cloud 9 is located within a heavy snowfall region of Japan.

15.2

Weather conditions may change rapidly.

Guests accept responsibility for monitoring weather forecasts and travelling appropriately.

15.3

Some properties require four-wheel drive vehicles during winter.

Specific requirements are stated in the property description.

Guests remain responsible for ensuring their chosen vehicle is suitable.

15.4

Winter tyres are mandatory during the winter season.

Where required by law or road conditions, snow chains must also be carried or fitted.

15.5

Cloud 9 accepts no responsibility for:

- weather conditions;
- road closures;
- traffic delays;
- ski resort closures;
- lift closures;
- avalanche control;
- reduced snow conditions;
- cancelled transport services.

15.6

Snow clearing will be undertaken as reasonably practicable.

However, Guests acknowledge that during periods of heavy snowfall there may be unavoidable delays before driveways, parking areas, entrances or walkways can be cleared.

Such delays do not constitute a breach of these Terms.

15.7

Guests should exercise caution when walking on snow and ice.

Cloud 9 shall not be liable for injuries arising from natural winter conditions except where required by law.

16. VEHICLES & PARKING

16.1

Parking is available only where stated in the property description.

16.2

Guests must park only within designated parking areas.

16.3

Vehicles are parked entirely at the Guest's own risk.

Cloud 9 accepts no responsibility for:

- theft;
- vandalism;
- weather damage;
- falling snow or ice;
- fallen branches;
- or damage caused by other vehicles.

16.4

Guests must not obstruct neighbouring driveways, emergency access routes or snow-clearing operations.

16.5

Where EV charging facilities are provided, Guests must only use designated charging equipment in accordance with supplied instructions.

Charging electric vehicles using standard household extension leads or power outlets not intended for EV charging is strictly prohibited unless expressly authorised.

16.6

Guests are responsible for any damage caused by vehicle leaks, collisions or misuse of parking facilities.

17. SMOKING

17.1

Unless expressly stated otherwise in the property description or Booking Confirmation, all Accommodation managed by Cloud 9 is strictly non-smoking.

17.2

For the purposes of these Terms, smoking includes, but is not limited to:

- cigarettes;
- cigars;
- pipes;
- electronic cigarettes;
- vaping devices;
- heated tobacco products; and
- any similar smoking devices.

17.3

Smoking is prohibited inside the Accommodation, including garages, balconies where specified, hallways, stairwells and any internal common areas.

17.4

Guests must dispose of cigarette butts safely and responsibly.

17.5

If smoking occurs inside a non-smoking property, Cloud 9 reserves the right to recover all reasonable costs associated with:

- specialist cleaning;
- deodorising;
- replacement of linen, furnishings or soft furnishings;
- repairs resulting from smoke damage;

- loss of rental income where the property cannot be occupied by subsequent Guests.
-

18. PETS

18.1

Pets are permitted only where expressly approved in writing prior to arrival.

18.2

Approval of a pet for one booking does not guarantee approval for future bookings.

18.3

Guests remain fully responsible for any damage, additional cleaning or nuisance caused by approved pets.

18.4

Pets must not be left unattended within the Accommodation unless specifically authorised.

18.5

Guests must immediately remove pet waste from the property grounds.

18.6

Unauthorised pets may result in:

- additional cleaning charges;
 - cancellation of the booking;
 - immediate termination of occupancy without refund.
-

19. NOISE, PARTIES & BEHAVIOUR

19.1

Cloud 9 is committed to maintaining positive relationships with neighbouring residents and local communities.

Guests agree to behave respectfully at all times.

19.2

Parties, celebrations, commercial events, weddings, functions and large gatherings are prohibited unless expressly approved in writing by Cloud 9.

19.3

Quiet hours apply between:

9:00 pm and 7:00 am

unless otherwise stated in the property information.

19.4

During quiet hours Guests must minimise noise both inside and outside the Accommodation.

19.5

Guests must not create unreasonable disturbance to neighbours by:

- loud music;
- shouting;
- excessive outdoor activity;
- vehicle noise;
- fireworks;
- abusive behaviour.

19.6

Cloud 9 reserves the right to immediately terminate the booking without refund where Guests:

- repeatedly disturb neighbours;
- ignore reasonable requests from Cloud 9;

- damage the reputation of the Accommodation;
- create unsafe conditions.

19.7

Where police, emergency services or local authorities attend the property due to Guest behaviour, Cloud 9 reserves the right to recover any associated costs where permitted by law.

20. DAMAGE TO PROPERTY

20.1

Guests are responsible for any damage caused by themselves or any member of their booking party.

20.2

This includes damage to:

- furniture;
- appliances;
- televisions;
- kitchen equipment;
- bedding;
- flooring;
- walls;
- windows;
- plumbing;
- heating systems;
- landscaping;
- outdoor furniture;
- locks;
- keys;
- garages;
- driveways;
- and any other part of the property.

20.3

Guests must immediately report:

- accidental damage;
- water leaks;
- broken windows;
- appliance failures;
- plumbing issues;
- electrical faults.

20.4

Cloud 9 reserves the right to recover reasonable repair or replacement costs.

20.5

Where damage results in cancellation of subsequent bookings, Cloud 9 may also recover demonstrable loss of rental income.

20.6

Normal wear and tear shall not be charged to the Guest.

21. CLEANING

21.1

The accommodation price includes a standard departure clean unless otherwise stated.

21.2

Guests are expected to leave the Accommodation in a reasonably clean and tidy condition.

21.3

Guests are not expected to perform a full clean before departure.

However, Guests should:

- wash dishes or place them in the dishwasher where available;

- remove food from refrigerators;
- dispose of rubbish in accordance with property instructions;
- leave furniture in its original position;
- report any accidental spills or damage.

21.4

Additional cleaning charges may apply where:

- excessive rubbish is left;
- food waste creates hygiene issues;
- smoking has occurred;
- stains require specialist treatment;
- biohazards require specialist cleaning;
- unauthorised pets have stayed;
- the property requires substantially more cleaning than would normally be expected.

21.5

Cloud 9 will provide evidence of additional cleaning charges upon request.

22. WASTE DISPOSAL

22.1

Guests agree to comply with all waste disposal instructions supplied for the Accommodation.

22.2

Guests acknowledge that waste separation is compulsory in many Japanese municipalities.

22.3

Where instructed, Guests must separate waste into the appropriate categories, including but not limited to:

- combustible waste;

- non-combustible waste;
- plastics;
- cans;
- bottles;
- cardboard.

22.4

Where waste disposal instructions are ignored, Cloud 9 may recover any additional collection or cleaning costs reasonably incurred.

23. FIRE SAFETY

23.1

Guests must familiarise themselves with the location of:

- fire extinguishers;
- smoke alarms;
- emergency exits;
- emergency contact information.

23.2

Guests must immediately report:

- fire;
- smoke;
- gas leaks;
- burning smells;
- activation of smoke alarms.

23.3

Smoke alarms, carbon monoxide alarms and other safety devices must not be disconnected, covered or tampered with.

23.4

Open flames are prohibited unless specifically authorised.

This includes:

- candles;
- fireworks;
- fire pits;
- portable heaters;
- charcoal cooking equipment used indoors.

23.5

BBQs may only be used where provided and only in accordance with supplied instructions.

23.6

Guests shall immediately notify emergency services where required before contacting Cloud 9.

24. UTILITIES & INTERNET

24.1

Electricity, gas, water, heating and internet services are supplied for the reasonable use of Guests.

24.2

Guests agree to use utilities responsibly and avoid unnecessary waste.

24.3

Internet access is provided as a complimentary service where available.

Cloud 9 does not guarantee uninterrupted internet availability or bandwidth.

24.4

Cloud 9 shall not be liable for interruptions to:

- electricity;

- gas;
- water;
- internet;
- television;
- telephone;
- mobile reception;

where such interruptions are beyond Cloud 9's reasonable control.

24.5

Temporary interruptions to utilities shall not constitute grounds for cancellation or compensation unless otherwise required by law.

24.6

Guests must not interfere with utility meters, electrical systems, internet equipment or communications infrastructure.

25. LOST KEYS & LOCKOUTS

25.1

Guests are responsible for all keys, key cards, garage remotes, access cards, lockbox keys and other access devices supplied during the Rental Period.

25.2

Guests must not duplicate keys or provide access credentials to any person outside the registered booking party.

25.3

If a Guest becomes locked out of the Accommodation, Cloud 9 will make reasonable efforts to provide assistance.

25.4

Emergency call-out fees may apply for lockout assistance, particularly outside normal business hours.

25.5

Where keys, remotes or access devices are lost, stolen or damaged, the Guest shall be responsible for all reasonable replacement costs, including where locks require replacement for security purposes.

26. LOST PROPERTY

26.1

Cloud 9 accepts no responsibility for personal belongings left behind after departure.

26.2

Where personal property is recovered, Cloud 9 may, at its discretion, arrange its return.

26.3

All shipping, packaging, insurance and administration costs associated with returning lost property are the responsibility of the Guest.

26.4

Cloud 9 is not responsible for loss or damage occurring during return shipping.

26.5

Unless otherwise required by law, unclaimed property may be disposed of after ninety (90) days.

27. THIRD-PARTY SERVICES

27.1

Cloud 9 may provide information about or facilitate bookings with third-party providers, including but not limited to:

- ski schools;
- equipment rental companies;
- transport providers;
- restaurants;
- tour operators;
- childcare providers;
- activity operators.

27.2

Cloud 9 acts solely as an intermediary where assistance is provided.

27.3

Any contract entered into with a third-party supplier is solely between the Guest and that supplier.

27.4

Cloud 9 is not responsible for:

- cancellations;
 - delays;
 - injury;
 - property damage;
 - negligence;
 - service quality;
 - insolvency;
 - or any act or omission of a third-party supplier.
-

28. LIMITATION OF LIABILITY

28.1

Nothing in these Terms excludes or limits liability where such exclusion is prohibited by applicable law.

28.2

Subject to Clause 28.1, Cloud 9's total liability arising from any booking shall not exceed the total accommodation charges paid by the Guest.

28.3

Cloud 9 shall not be liable for any indirect, incidental, consequential or economic loss, including but not limited to:

- loss of enjoyment;
- loss of business;
- loss of income;
- travel expenses;
- additional accommodation costs;
- missed transport;
- missed activities;
- or loss arising from interruption of a holiday.

28.4

Cloud 9 shall not be liable for circumstances beyond its reasonable control, including those described in Clause 10 (Force Majeure).

28.5

Guests acknowledge that natural hazards may exist in alpine environments, including snow, ice, steep terrain and changing weather conditions, and agree to exercise reasonable care throughout their stay.

29. TRAVEL INSURANCE

29.1

Cloud 9 strongly recommends that all Guests obtain comprehensive travel insurance before travelling.

29.2

Insurance should include, where appropriate:

- trip cancellation;

- medical expenses;
- emergency evacuation;
- winter sports cover;
- personal belongings;
- public liability;
- travel disruption.

29.3

Cloud 9 accepts no responsibility for losses ordinarily covered by travel insurance.

30. PRIVACY

30.1

Cloud 9 collects and uses personal information only for purposes relating to:

- processing reservations;
- communicating with Guests;
- complying with Japanese laws and regulations;
- providing accommodation services;
- protecting the safety and security of Guests and property.

30.2

Personal information will be handled in accordance with applicable Japanese privacy legislation and Cloud 9's Privacy Policy.

30.3

Cloud 9 may disclose personal information where required by law or reasonably necessary to protect the rights, safety or property of Cloud 9, the Owner, Guests or third parties.

31. IDENTIFICATION REQUIREMENTS

31.1

Guests must provide accurate names, contact details and other information requested during the booking process.

31.2

In accordance with Japanese accommodation laws, Guests who do not have a residential address in Japan may be required to provide passport details or a copy of their passport prior to or upon check-in.

31.3

Cloud 9 reserves the right to request identification from any Guest where reasonably necessary for verification or legal compliance.

31.4

Failure to provide legally required identification may result in refusal of accommodation without refund where permitted by applicable law.

32. ILLEGAL ACTIVITIES

32.1

Guests must comply with all applicable laws of Japan during their stay.

32.2

Illegal activities are strictly prohibited, including but not limited to:

- possession or use of illegal drugs;
- violence or threats of violence;
- theft;
- vandalism;
- fraud;
- unlawful use of the Accommodation;
- any activity likely to endanger other persons or property.

32.3

Cloud 9 reserves the right to immediately terminate the booking without refund where illegal activity is suspected or confirmed.

32.4

Cloud 9 may report unlawful conduct to the relevant authorities and cooperate fully with any investigation.

33. RIGHT TO REFUSE OR TERMINATE ACCOMMODATION

33.1

Cloud 9 reserves the right to refuse a booking or terminate a Guest's stay where:

- these Terms are breached;
- payment has not been received;
- fraudulent activity is suspected;
- occupancy limits are exceeded;
- Guests create excessive noise or nuisance;
- Guests behave aggressively, abusively or dangerously;
- illegal activity is suspected;
- the safety of persons or property is at risk.

33.2

Where a booking is terminated under this Clause, the Guest shall immediately vacate the Accommodation upon request.

33.3

No refund shall be payable where accommodation is terminated due to the Guest's breach of these Terms.

34. GOVERNING LAW

34.1

These Terms and Conditions are governed by the laws of Japan.

34.2

Any dispute arising out of or relating to these Terms or the Guest's stay shall be subject to the exclusive jurisdiction of the courts of Japan.

35. SEVERABILITY

35.1

If any provision of these Terms is determined by a court or competent authority to be invalid, illegal or unenforceable, the remaining provisions shall continue in full force and effect.

35.2

Any invalid provision shall, where possible, be interpreted or modified so that it remains enforceable while preserving its original intent.

36. ENTIRE AGREEMENT

36.1

These Terms and Conditions, together with the Booking Confirmation and any written information expressly incorporated into the booking, constitute the entire agreement between Cloud 9 and the Guest regarding the Accommodation.

36.2

No verbal representation, statement or promise shall vary these Terms unless confirmed in writing by Cloud 9.

37. ACCEPTANCE OF TERMS

37.1

By making a reservation, paying a deposit or occupying the Accommodation, the Lead Guest confirms that they:

- have read these Terms and Conditions;
- understand these Terms and Conditions;
- accept these Terms and Conditions on behalf of all Guests included in the booking;
- agree to comply with these Terms throughout the Rental Period.

37.2

Each Guest occupying the Accommodation is deemed to have accepted these Terms and Conditions.
