

## **Terms and Conditions for Accommodation Contracts**

(Scope of Application)

Article 1. Contracts for Accommodation and related agreements to be entered into between this Hotel and the Guest to be accommodated shall be subject to these Terms and Conditions. Any particulars not provided for herein shall be governed by laws and regulations, etc. (meaning laws and regulations and those based on laws and regulations; the same applies hereinafter) and/or generally accepted practices.

2. If the Hotel has entered into a special contract with the Guest to the extent that such special contract does not violate laws and regulations, etc. or practices, notwithstanding the preceding Paragraph, the special contract shall take precedence over the provisions of these Terms and Conditions.

(Application for Accommodation Contracts)

Article 2. A Guest who intends to make an application for an Accommodation Contract with the Hotel shall notify the Hotel of the following particulars:

- (1) name(s) of the Guest(s);
- (2) date of accommodation and estimated time of arrival;
- (3) accommodation charges (based, in principle, on the Basic Accommodation Charges listed in the Attached Table No. 1.); and
- (4) other particulars deemed necessary by the Hotel.

2. When the Guest requests, during their stay, extension of the accommodation beyond the date in subparagraph (2) of the preceding Paragraph, it shall be regarded as an application for a new Accommodation Contract at the time such request is made.

(Conclusion of Accommodation Contracts, etc.)

Article 3. A Contract for Accommodation shall be deemed to have been concluded when the Hotel has duly accepted the application as stipulated in the preceding Article. However, the same shall not apply when it has been proved that the hotel has not accepted the application,

2. When a Contract for Accommodation has been concluded in accordance with the provisions of the preceding Paragraph, the Guest is requested to pay an accommodation deposit determined by the Hotel within the limits of the Basic Accommodation Charges covering the Guest's entire period of stay (3 days when the period of stay exceeds 3 days) by the date specified by the Hotel.

3. The deposit shall first be used for the Total Accommodation Charges to be paid by the

Guest, second for cancellation charges under Article 6, and third for reparations under Article 18 as applicable, and the remainder, if any, shall be refunded at the time of the payment of the Accommodation Charges as stated in Article 12.

4. When the Guest has failed to pay the deposit by the date as stipulated in Paragraph 2, the Hotel shall treat the Accommodation Contract as invalid. However, the same shall apply only in the case where the Guest is thus informed by the Hotel when the period of payment of the deposit is specified.

(Special Contracts Requiring No Accommodation Deposit)

Article 4. Notwithstanding the provisions of Paragraph 2 of the preceding Article, the Hotel may enter into a special contract that does not require an accommodation deposit after the Contract has been concluded as stipulated in the same Paragraph.

2. When the Hotel has not requested payment of the deposit as stipulated in Paragraph 2 of the preceding Article or has not specified the date of payment of the deposit at the time the application for an Accommodation Contract has been accepted, it shall be treated as if the Hotel has accepted a special contract as prescribed in the preceding Paragraph.

(Request for Cooperation in Infection Prevention Measures in Facility)

Article 4-2. The Hotel may request the cooperation from the Guest seeking accommodation pursuant to the provisions of Article 4-2, Paragraph 1 of the Hotel Business Act (Act No. 138 of 1948).

(Refusal of Accommodation Contracts)

Article 5. The Hotel may decline to accept the conclusion of an Accommodation Contract under any of the following cases. However, this Paragraph does not mean that the Hotel may refuse accommodation in cases other than those listed in Article 5 of the Hotel Business Act.

- (1) when the application for accommodation does not conform with the provisions of these Terms and Conditions;
- (2) when the Hotel is fully booked and no room is available;
- (3) when the Hotel is unable to provide accommodation due to natural calamities, malfunction of the facilities, and/or other circumstances beyond its control;
- (4) when the Hotel is requested to assume an unreasonable burden in regard to their accommodation (except when a Guest seeking accommodation requests elimination of a social barrier in accordance with the provisions of Article 7, Paragraph 2 or

Article 8, Paragraph 2 of the Act for Eliminating Discrimination against Persons with Disabilities (Act No. 65 of 2013; hereinafter referred to as “Disability Discrimination Elimination Act”));

- (5) when a Guest seeking accommodation repeatedly makes a request to the Hotel set forth in Article 5-6 of the Ordinance for Enforcement of the Hotel Business Act that is excessively burdensome to fulfill and may seriously impede the provision of accommodation-related services to other guests;
- (6) when the Guest seeking accommodation is deemed liable to conduct themselves in a manner that will contravene laws or act against the public order or good morals in regard to their accommodation;
- (7) when the Guest seeking accommodation can be clearly detected to act in a manner that includes violence, threats, or intimidation or that places unreasonable demands on the Hotel;
- (8) when the Guest seeking accommodation makes loud noises, causes other hotel guests or users to feel unsafe, uneasy, or other unpleasant feelings, or otherwise causes a nuisance to them with words or deeds;
- (9) when the Guest seeking accommodation has a history of conducting an act at the Hotel that is determined to fall under (4), (5), (6), (7), or (8) of this Article;
- (10) when the Guest seeking accommodation is part of a Designated Organized Crime Group, Designated Organized Crime Group Members (Act on Prevention of Unjust Acts by Organized Crime Group Members enforced on March 1, 1992), a group associated with a Designated Organized Crime Group, or persons related thereto;
- (11) when the Guest seeking accommodation is an officer or employee of a corporate entity or other group an office of which is assumed to be or the business activities of which are controlled by a Designated Organized Crime Group.
- (12) when the Guest seeking accommodation can be clearly detected as an anti-social person or a member of an anti-social group;
- (13) when the Guest seeking accommodation is a patient, etc. of a specified infectious disease stipulated in Article 4-2, Paragraph 1, Item 2 of the Hotel Business Act (hereinafter referred to as “Patient, etc. of a Specified Infectious Disease”);
- (14) when the Guest seeking accommodation can be clearly detected as mentally and physically disabled as well as dependent on illegal drugs or alcohol where they cannot conduct themselves in an orderly manner and may have the tendency to disturb or annoy other guests; or
- (15) when they are found to behave suspiciously, or when there is another justifiable reason for refusal of accommodation.

(Explanation for Refusal of Conclusion of Accommodation Contract)

Article 5-2. If the Hotel does not accept the conclusion of an Accommodation Contract in accordance with the preceding Paragraph, the Guest seeking accommodation may request the Hotel to explain the reason therefor.

(Right to Cancel Accommodation Contracts by the Guest)

Article 6. The Guest is entitled to cancel the Accommodation Contract by so notifying the Hotel.

2. If the Guest has canceled the Accommodation Contract in whole or in part due to causes for which the Guest is liable (except in the case when the Hotel has requested payment of the deposit during the specified period as prescribed in Paragraph 2 of Article 3 and the Guest has canceled before payment), the Guest shall pay cancellation charges as listed in the Attached Table No. 2. However, if a special contract as prescribed in Paragraph 1 of Article 4 has been concluded, the same shall apply only when the Guest is informed of the obligation of payment of the cancellation charges in case of cancellation by the Guest.

3. In the case when the Guest does not appear by 8 p.m. of the accommodation date (2 hours after the expected time of arrival if the Hotel is notified of it) without advance notice, the Hotel may regard the Accommodation Contract as being canceled by the Guest.

(Right to Cancel Accommodation Contracts by the Hotel)

Article 7. The Hotel may cancel the Accommodation Contract under any of the following cases. However, this Paragraph does not mean that the Hotel may refuse accommodation in cases other than those listed in Article 5 of the Hotel Business Act.

(1) when before or during accommodation, the Guest is determined to fall under (3), (4), (5), (6), (7), (8), (9), (10), (11), (12), (13), (14), or (15) of Article 5 of the Terms and Conditions for Accommodation Contracts; or

(2) when the Guest does not observe rules concerning prohibited actions such as smoking in bed, tampering with fire-fighting equipment, and other prohibitions listed under the Use Regulations stipulated by the Hotel (restricted to particulars deemed necessary in order to avoid causing of fires).

2. When the Hotel has canceled the Accommodation Contract in accordance with the preceding Paragraph, the Hotel shall not be entitled to charge the Guest for any services which they have not yet received.

(Explanation for Cancellation of Accommodation Contract)

Article 7-2. If the Hotel cancels an Accommodation Contract in accordance with the preceding Paragraph, the Guest may request the Hotel to explain the reason therefor.

(Registration)

Article 8. The Guest shall register the following particulars at the Front desk of the Hotel on the day of accommodation:

- (1) name, address, and contact information of the Guest(s);
- (2) nationality and passport number in addition to (1) above if the Guest is a foreign national without an address in Japan; and
- (3) other particulars deemed necessary by the Hotel.

2. In the case when the Guest intends to pay their Accommodation Charges prescribed in Article 12 by any means other than Japanese currency, such as traveler's check, coupon, or credit card, the Guest must notify the Hotel of the method of payment at the time of registration.

(Occupancy Hours of Guest Rooms)

Article 9. The Guest is entitled to occupy the contracted guest room of the Hotel from 2:00 p.m. to 12:00 p.m. (noon) the next day. However, when the Guest is accommodated continuously, the Guest may occupy the contracted room all day, except for the days of arrival and departure.

2. The Hotel may, notwithstanding the provisions prescribed in the preceding Paragraph, permit the Guest to occupy the room beyond the time prescribed in the same Paragraph. In this case, extra charges shall be paid as follows:

- (1) up to 3 p.m.: one third of the room charge
- (2) up to 6 p.m.: one half of the room charge
- (3) after 6 p.m.: full room charge

For Guests using a plan or member's card that includes benefits such as early check-in or late check-out times, extra charges shall be applied for occupancy of the room beyond those benefit periods and outside the set occupancy times prescribed in Article 9.

(Observance of Use Regulations)

Article 10. The Guest shall observe and adhere to the Use Regulations and Terms and Conditions for Accommodation Contracts established by the Hotel, copies of which are placed in each room.

(Business Hours)

Article 11. The business hours of the main facilities, etc. of the Hotel shall be set out in detail in brochures, notices displayed in various locations within the facilities, service directories in guest rooms, and other locations.

(Payment of Accommodation Charges)

Article 12. The breakdown and method of calculation of the Accommodation Charges, etc. that the Guest shall pay is as listed in the Attached Table No. 1.

2. Accommodation Charges, etc. as stated in the preceding Paragraph shall be paid with Japanese currency or by a means other than Japanese currency that is recognized by the Hotel, such as traveler's check, coupon, or credit card, at the Front desk at the time of departure of the Guest or upon request by the Hotel.

3. Accommodation Charges shall be paid even if the Guest voluntarily does not utilize the accommodation facilities provided for them by the Hotel and that are at their disposal.

(Liabilities of the Hotel)

Article 13. The Hotel shall compensate the Guest for damages if the Hotel has caused such damages to the Guest in the fulfillment or nonfulfillment of the Accommodation Contract or related agreements. However, the same shall not apply in the case when such damages have been caused due to reasons for which the Hotel is not liable.

2. The Hotel is covered by the Hotel Liability Insurance in order to deal with unexpected Fire and other disasters.

(Handling When Unable to Provide Contracted Rooms)

Article 14. The Hotel shall, when unable to provide contracted rooms, arrange accommodation of the same standard elsewhere for the Guest, insofar as practical, with the consent of the Guest.

2. When arrangement of other accommodation cannot be made notwithstanding the provisions of the preceding Paragraph, the Hotel shall pay the Guest a compensation fee equivalent to the cancellation charges and the compensation fee shall be applied to the reparations. However, when the Hotel cannot provide accommodation due to causes for which the Hotel is not liable, the Hotel shall not compensate the Guest.

(Handling of Deposited Articles)

Article 15. The Hotel shall compensate the Guest for damage when loss, breakage, or other damage is caused to the goods, cash, or valuables deposited at the Front desk by the Guest, except in the case when this has occurred due to causes of force majeure. However, for cash or valuables, when the Hotel has requested the Guest to report its kind and value but the Guest has failed to do so, the Hotel shall compensate the Guest within a limit of 300,000 yen.

2. The Hotel shall compensate the Guest for damage when loss, breakage, or other damage is caused, through intention or negligence on the part of the Hotel, to the goods, cash or valuables which are brought into the premises of the Hotel by the Guest but are not deposited at the Front desk. However, for articles of which the kind and value have not been reported in advance by the Guest, the Hotel shall compensate the Guest within a limit of 150,000 yen.

(Custody of Baggage and/or Belongings of the Guest)

Article 16. When the baggage of the Guest is brought into the Hotel before their arrival, the Hotel shall be liable to keep it only in the case when such a request has been accepted by the Hotel. The baggage shall be handed over to the Guest at the Front desk at the time of their check-in.

2. When baggage or belongings of the Guest are found left behind at the Hotel after their check-out, the Hotel shall take measures pursuant to the communication and instruction from the owner thereof and other measures based on laws and regulations.

3. The Hotel's liability in regard to the custody of the Guest's baggage and belongings in the case of the preceding two Paragraphs shall be assumed in accordance with the provisions of Paragraph 1 of the preceding Article in the case of Paragraph 1, and with the provisions of Paragraph 2 of the same Article in the case of Paragraph 2.

(Liability in Regard to Parking)

Article 17. The Hotel shall not be liable for the custody of the Guest's vehicle when the Guest utilizes the parking lot within the premises of the Hotel. It shall be regarded that the Hotel simply offers the space for parking, whether the key of the vehicle has been deposited with the Hotel or not. However, the Hotel shall compensate the Guest for damages caused through intention or negligence on the part of the Hotel in regard to the management of the parking lot.

(Liability of the Guest)

Article 18. The Guest shall compensate the Hotel for damages caused through intention or negligence on the part of the Guest.

(Waiver for Computer Communication)

Article 19. Guests are liable for any use of computer communication services from within the Hotel. The Hotel cannot be held liable for any possible damages that may be caused by a systems failure or any other reasons while computer communication services are being used. In addition, the Guest may be required to compensate the Hotel and third parties for any possible damages caused by acts that are judged to be an inappropriate use of the Hotel's computer communication systems.

(Governing Language)

Article 20. These provisions are written both in Japanese and English. In the event of any inconsistency or difference between the two versions of these provisions, the Japanese version shall prevail in all respects.

(Jurisdiction and Applicable Laws)

Article 21. Litigation arising from the Terms & Conditions for Accommodation contract will be resolved in the courts in the jurisdiction of the Hotel and in accordance with Japanese law.

Attached Table No. 1

Calculation method for Accommodation Charges, etc. (Ref. Paragraph 1 of Article 2 and Paragraph 1 of Article 12)



		Contents
Total Amounts be paid by the Guests	Accommodation Charges	①Basic Accommodation Charge Room Charge or Room Charge + Breakfast ②Service Charge (①×10%)
	Extra Charges	③Meals & Drinks and Other Expenses ④Service Charge (③×10%)
	Taxes	a. Consumption Tax b. Hotel and Meals Tax

Remarks:

Those charges are subject to revision of the Tax Laws concerned.

Attached Table No. 2

Cancellation Charge for Hotels (Ref. Paragraph 2 of Article 6)

Contracted Number of Guests		Date when Cancellation of Contract is Notified	No Show	Accommodation Day	1 Day Prior to Accommodation Day	9 Days Prior to Accommodation Day	20 Days Prior to Accommodation Day
Individual	1 to 14		100%	80%	20%		
Group	15 to 99		100%	80%	20%	10%	
	100 and more		100%	100%	80%	20%	10%

Remarks:

1. The percentages signify the ratio of the cancellation charge to the Basic Accommodation Charges.
2. When the number of days contracted is shortened, a cancellation charge for the only first canceled day shall be paid by the Guest, regardless of the number of days by which the stay is shortened.