

# Terms and Conditions for Accommodation Contracts

## Scope of Application

### Article 1

1. Accommodation Contracts and related agreements to be entered into between this Hotel and the Guest seeking accommodation are to be subject to the provisions of these Terms and Conditions for Accommodation Contracts. Any matters not provided for herein shall be subject to laws and regulations etc. ("laws and regulations etc." refers to laws, regulations, and ordinances based on laws and regulations; the same applies hereinafter) or generally-accepted practices.

2. Notwithstanding the provisions of the preceding Paragraph, in the event that the Hotel has entered into a special contract with the Guest which does not violate laws and regulations etc. or generally-accepted practices, the special contract shall take precedence over the provisions of these Terms and Conditions.

## Application for Accommodation Contracts

### Article 2

1. 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 of each person seeking accommodation;
  - (2) Accommodation dates and estimated time of arrival;
  - (3) Confirmation of the Accommodation Charge (as a general principle, this will be based upon the Basic Accommodation Charge as displayed in Table 1);
  - (4) Other particulars deemed necessary by the Hotel.
2. If the Guest applies during the course of his/her stay to extend his/her stay beyond the accommodation dates set out in Item (2) of the preceding Paragraph, the Hotel shall treat this as an application for a new Accommodation Contract at the time the request is made.

## Conclusion of Accommodation Contracts etc.

### Article 3

1. An Accommodation Contract shall be deemed to have been concluded when the Hotel has duly accepted the application as stipulated in the preceding Article. However, an Accommodation Contract shall not be deemed to have been concluded when the Hotel has not accepted the application.

2. When the Accommodation Contract has been concluded in accordance with the provisions of the preceding Paragraph, the Hotel may request the Guest to pay an accommodation deposit, the amount being within the limit of the Accommodation Charge for the Guest's entire period of stay.

3. The deposit shall be allocated, firstly, to the payment of the Accommodation Charge to be paid finally by the Guest; it shall then be allocated to the payment of a cancellation charge under the provisions of Article 6 as applicable, and then to the payment of compensation under the provisions of Article 18 as applicable. The remainder, if any, shall be refunded at the time of payment of charges under the provisions of Article 12.

4. In the event that the Hotel displays an erroneous Accommodation Charge on an internet website etc. or proposes an erroneous Accommodation Charge via telephone, resulting in the Guest's applying to enter into an Accommodation Contract based on the Accommodation Charge in question and in the Hotel's accepting the application in question, and if the Accommodation Charge in question is noticeably lower in price than the normal Accommodation Charge of the Hotel, a notification voiding the Accommodation Charge in question, the approval of the application to enter into the Accommodation Contract in question and the Accommodation Contract based on this application may be issued based on the Civil Code, Article 95, on the grounds that this is a "juridical act based on a mistake." In this case, the Accommodation Contract in question and the Guest's application to enter into the Accommodation Contract in question shall be rendered void at the point when the Guest who has applied to enter into the Accommodation Contract receives the notification in question.

## Special Contracts Requiring No Deposit

### Article 4

1. Notwithstanding the provisions of Paragraph 2 of the preceding Article, the Hotel may, following the conclusion of the contract, enter into a special contract which does not require the payment of a deposit (as stipulated in the same Paragraph).

If the Hotel has not requested the payment of a deposit (as stipulated in Paragraph 2 of the preceding Article) and/or has not specified the date of the payment of the deposit at the time of accepting the application for an Accommodation Contract, this shall be treated as the Hotel's entering into a special contract as prescribed in the preceding Paragraph.

## Requests for Cooperation with Infection Prevention Measures at Hotel Facilities

### Article 4-2

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

## Refusal of Accommodation Contracts

### Article 5

The Hotel may decide not to enter into the conclusion of an Accommodation Contract under any of the following circumstances:

- (1) If the application for accommodation does not conform with the provisions of these Terms and Conditions;
- (2) If the Hotel is fully booked and no room is available;
- (3) If the Guest seeking accommodation is deemed liable to act in a manner that will contravene the provisions of laws and regulations, public order or good morals in regard to his/her accommodation;
- (4) If any of the following cases (<i> through <iii>) are applicable to the Guest seeking accommodation:
  - <i> The Guest is an organized crime group under the provisions of the Act on Prevention of Unjust Acts by Organized Crime Group Members (Act No. 77, 1991), Article 2, Item 2 (hereinafter referred to as "organized crime groups"), a member, quasi-member, or related person of an organized crime group (hereinafter referred to as "organized crime group members") under the provisions of the same Act, Article 2, Item 6, or any other kind of antisocial force.
  - <ii> The Guest is a corporate body or other organization whose business activities are controlled by an organized crime group or organized crime group member.
  - <iii> The Guest is a corporate body whose officers include an organized crime group

member.

- (5) If the Guest seeking accommodation has engaged in acts causing considerable nuisance to other guests;
- (6) If the Guest seeking accommodation is a person carrying a specified infectious disease under the provisions of the Hotel Business Act, Article 4-2, Paragraph 1, Item 2 (hereinafter referred to a "specified infectious disease carrier");
- (7) If the Guest engages in violent demands in relation to accommodation or demands that the Hotel undertake burdens that are beyond reasonable limits (excluding cases in which the Guest seeking accommodation requests the elimination of social barriers under the provisions of the Act for Eliminating Discrimination against Persons with Disabilities (Act No. 65, 2013; hereinafter referred to as the "Disability Discrimination Act"), Article 7, Paragraph 2 and Article 8, Paragraph 2);
- (8) If the Guest seeking accommodation has repeatedly made demands which are stipulated in the Enforcement Regulations of the Hotel Business Act, Article 5, Item 6 as being liable to significantly impede the provision of accommodation-related services to other guests due to the excessive burden imposed on the Hotel by the implementation of the demands in question;
- (9) If the Guest seeking accommodation is deemed to have in the past posted contents on social networking services (SNSs) etc. which have the objective of slandering, defaming, threatening or inciting negative comments regarding the Hotel or Hotel officers/employees, has impeded the operation of the Hotel or has engaged in acts which damage trust in or the brand of the Hotel or the Hotel Group;
- (10) If the Hotel is unable to provide accommodation due to natural disaster, infrastructure failures or other unavoidable causes;
- (11) If any circumstances provided for under particular prefectural ordinances are applicable.

## Explanations for the Refusal of Accommodation Contracts

### Article 5-2

In the event that the Hotel is unable to enter into an Accommodation Contract based on the preceding Article, the Guest seeking accommodation may demand an explanation of the reason(s).

## The Right of the Guest to Cancel Contracts

### Article 6

1. The Guest seeking accommodation may cancel the Accommodation Contract by applying to the Hotel.

2. In the event that the Guest seeking accommodation cancels the Accommodation Contract in its entirety or in part due to reasons attributable to the Guest (excluding cases in which the Hotel has stipulated the date of the payment of the deposit and demands its payment under the provisions of Article 3, Paragraph 2 and in which the Guest has cancelled the Accommodation Contract prior to the payment in question), the Hotel shall charge a cancellation charge as set out in Table 2. However, if the Hotel has entered into a special contract as provided for in Article 4, Paragraph 1, the above shall apply only if the Hotel, at the time of entering into the contract, informs the Guest seeking accommodation of the obligation to pay a cancellation charge in the event of cancellation of the Accommodation Contract by the Guest.

3. If the Guest fails to arrive by the expected arrival time on the accommodation date without notification by the Guest, the Hotel may regard the Accommodation Contract as being cancelled by the Guest and treat it accordingly.

## The Right of the Hotel to Cancel Contracts

### Article 7

1. The Hotel may cancel the Accommodation Contract in any of the following circumstances.

- (1) If the Guest is deemed liable to act and/or is deemed to have acted in a manner that contravenes the provisions of laws and regulations, public order or good morals in regard to his/her accommodation;
- (2) If any of the following cases (<i> through <iii>) are deemed applicable to the Guest seeking accommodation:
  - <i> The Guest is an organized crime group, a member, quasi-member, or related person of an organized crime group, or any other kind of antisocial force.
  - <ii> The Guest is a corporate body or other organization whose business activities are controlled by an organized crime group or organized crime group member.
  - <iii> The Guest is a corporate body whose officers include an organized crime group member.
- (3) If the Guest seeking accommodation has engaged in acts causing considerable nuisance to other guests;
- (4) If the Guest seeking accommodation is a specified infectious disease carrier;
- (5) If the Guest engages in violent demands in relation to accommodation or demands that the hotel undertake burdens that are beyond reasonable limits (excluding cases in which the Guest seeking accommodation requests the elimination of social barriers under the provisions of the Disability Discrimination Act, Article 7, Paragraph 2 and Article 8, Paragraph 2);
- (6) If the Guest seeking accommodation has repeatedly made demands which are stipulated in the Enforcement Regulations of the Hotel Business Act, Article 5, Item 6 as being liable to significantly impede the provision of accommodation-related services to other guests due to the excessive burden imposed on the Hotel by the implementation of the demands in question;
- (7) If the Guest seeking accommodation has posted contents on SNSs etc. which have the objective of slandering, defaming, threatening or inciting negative comments regarding the Hotel or Hotel officers/employees, has impeded the operation of the Hotel or has engaged in acts which damage trust in or the brand of the Hotel or the Hotel Group, has been deemed liable to carry out such acts or is deemed to have carried out similar acts in the past;
- (8) If it is impossible to accommodate the Guest due to reasons originating from force majeure, such as natural disasters;
- (9) If the Guest brings pets into the Hotel rooms (excluding assistance dogs for disabled persons);
- (10) If the number of persons proposing to use facilities exceeds the number stated in the application;
- (11) If a person not registered as a guest seeking accommodation enters and stays in a Hotel room;
- (12) If any circumstances provided for under particular prefectural ordinances are applicable;

(13) If the Guest fails to observe prohibitions on smoking in bed in the guest room or interfering with fire-prevention installations etc. or other prohibitions stipulated by the Hotel concerning the use of facilities (limited to measures necessary to prevent fires);  
 (14) If the Guest fails to perform a payment by the stipulated payment date. (In this case, the provisions of Article 16, Paragraph 2 shall apply mutatis mutandis to the baggage etc. of the Guest seeking accommodation.)  
 2. If the Hotel cancels the Accommodation Contract in accordance with the provisions of the preceding Paragraph, the Guest seeking accommodation shall not be charged for accommodation services etc. which he/she has not yet received.

### Explanations of Cancellations of the Accommodation Contract Article 7-2

In the event that the Hotel is unable to conclude an Accommodation Contract based on the preceding Article, the Guest seeking accommodation may demand an explanation of the reason(s).

### Registration of Accommodation

#### Article 8

1. The Guest seeking accommodation shall register the following particulars at the reception desk of the Hotel on the starting accommodation date:  
 (1) Name, address and contact details of each guest seeking accommodation;  
 (2) (For each non-Japanese national who does not possess an address in Japan) Nationality, passport number and a copy of the Guest's passport;  
 (3) Other particulars deemed necessary by the Hotel.  
 2. If the Guest intends to pay the charges stipulated in Article 12 by any means other than Japanese currency, such as accommodation vouchers or credit card, these items shall be presented to the reception desk in advance at the time of registration in accordance with the preceding Paragraph.

### Occupancy Hours for Guest Rooms

#### Article 9

1. The Guest seeking accommodation is entitled to occupy the guest room of the Hotel from the time of the check-in until the time of the check-out stipulated by the Hotel.  
 2. Notwithstanding the provisions of the preceding Paragraph, the Hotel may permit the Guest to occupy the room beyond the time stipulated in the same Paragraph. In this case, additional charges stipulated by the Hotel shall be charged.

### Observance of Rules of Conduct

#### Article 10

The Guest seeking accommodation shall observe the rules of conduct stipulated by and displayed within the Hotel while on Hotel premises.

### Business Hours

#### Article 11

1. The business hours of the main facilities of the Hotel shall be made known in detail via pamphlets provided at the facility, notices posted in various parts of the Hotel and the directories of services provided in guest rooms etc.  
 2. The business hours specified in the preceding Paragraph are subject to temporary change when such changes are unavoidable. In such cases, such changes shall be notified via appropriate methods.

### Payment of Charges

#### Article 12

1. The breakdown of the Accommodation Charge which the Guest seeking accommodation must pay shall be as set out in Table 1.  
 2. The payment of the Accommodation Charge stipulated in the preceding Paragraph shall be carried out using Japanese currency or methods accepted by the Hotel in lieu of Japanese currency such as accommodation vouchers or credit card, with the Guest seeking accommodation required to carry out such payment at the reception desk upon arrival at the Hotel or when billed by the Hotel.  
 3. The Accommodation Charge shall be charged even in the event that the Guest chooses not to utilize the guest room which has been provided for him/her by the Hotel and is at his/her disposal.

### Liabilities of the Hotel

#### Article 13

In the event of any damages being suffered by the Guest seeking accommodation as a result of the Hotel's fulfillment of the Accommodation Contract or related agreements, or as a result of the Hotel's failure to fulfill the same, the Hotel shall pay compensation to the Guest for said damages. However, the same shall not apply in the event that such damages result from reasons not attributable to the Hotel.

### When the Hotel is Unable to Provide Guest Rooms According to the Contract

#### Article 14

If the Hotel is unable to provide the contracted guest rooms to the Guest seeking accommodation, the Hotel shall, after obtaining the understanding of the Guest, arrange accommodation at another accommodation facility on similar terms insofar as this is possible.

### Handling of deposited articles

#### Article 15

The Hotel shall not take responsibility for damages such as the loss of or damage to articles, money or other valuables which the Guest seeking accommodation may bring onto the hotel premises, providing that such loss or damage does not occur as a result of the Hotel's wilful misconduct or gross negligence.

### Storage of Baggage and Belongings of the Guest seeking Accommodation

#### Article 16

1. In the event that the baggage of the Guest seeking accommodation arrives at the Hotel in advance of the Guest, the Hotel shall take responsibility for storing said baggage and handing it to the Guest at the reception desk at his/her check-in, only if the Hotel has agreed to such responsibilities prior to the arrival of the articles in question.  
 2. In the event that baggage and belongings of the Guest seeking accommodation are left

unattended in the Hotel after his/her check-out, and if the owner of said baggage and belongings is identified, the Hotel shall ask for instructions from the owner in question. However, in the event that the owner fails to provide instructions or cannot be identified, the Hotel shall store said baggage and belongings for seven (7) days (including the date of discovery), following which the Hotel shall deliver any valuables to the nearest police station, and dispose of any remaining articles. (However, any food/beverages, magazines and newspapers shall be disposed of upon the day of discovery.)

### Parking Liability

#### Article 17

When the Guest seeking accommodation utilizes the parking lot of the Hotel, the Hotel shall accept no responsibility for the management of the vehicle regardless of whether a key is deposited, on the grounds that the Hotel is merely loaning the space for parking. However, the Hotel shall accept responsibility for compensation in the event of the Guest suffering any damages as a result of the Hotel's wilful misconduct or gross negligence in management of the parking lot.

### Liabilities of the Guest

#### Article 18

In the event that the Hotel suffers damages as a result of the wilful misconduct or gross negligence of the Guest seeking accommodation, the Guest in question shall pay compensation to the Hotel for said damages.

### Other Matters

#### Article 19

The Hotel may require the personal information of the Guest seeking accommodation stated on his/her hotel registration form to be provided to those persons engaged in the contracting of management work or the leasing of the building to the Hotel, for the purpose of auditing or surveying the Hotel. The consent of the Guest seeking accommodation shall be obtained regarding the personal information in question.

#### Article 20

In the event of any breaches of these Terms and Conditions or in the event that any dispute arises, it is agreed that such a dispute shall be referred to the exclusive jurisdiction of Tokyo District Court, regardless of the location of said dispute.

#### Article 21

In the event that the Hotel is destroyed or damaged in its entirety or in part and rendered unusable due to natural disaster or other reasons not attributable to the Hotel, this Accommodation Contract shall be terminated as a matter of course.

#### Article 22

The Accommodation Contract between the Guest seeking accommodation and the Hotel shall be governed by and construed in accordance with the laws of Japan.

#### Article 23

In the event that other versions of these Terms and Conditions for Accommodation Contracts are created in multiple languages and any discrepancies, differences, contradictions or other inconsistencies are found among the different versions of these Terms and Conditions for Accommodation Contracts, the contents of the Japanese-language version of these Terms and Conditions for Accommodation Contracts shall take priority over any others.

Table 1: Breakdown of the Accommodation Charge (in relation to Article 2, Paragraph 1 and Article 12, Paragraph 1)

		Breakdown
Total sum to be paid by the person seeking accommodation	Accommodation Charge	<1> Basic Accommodation Charge (room charge, or room charge + food & beverage charge)
	Additional charges	<2> Food & beverage charge and other usage charges
	Tax	<3> Consumption tax and local taxes

Note: The Basic Accommodation Charge is based on the table of fees displayed by the Hotel.

Table 2: Cancellation charges (in relation to Article 6, Paragraph 2)

Date when Cancellation of Contract is Noticed	No. of persons covered by the contract	No-show	Accommodation Day	1 Day Prior to Accommodation Day	2 Days Prior to Accommodation Day	3 Days Prior to Accommodation Day	10 Days Prior to Accommodation Day	30 Days Prior to Accommodation Day
		100 %	80 %	50 %	50 %	50 %	20 %	-
Regular reservations	14 or fewer guests	100 %	80 %	50 %	50 %	50 %	20 %	-
Group reservations	15 or more guests	100 %	80 %	50 %	50 %	50 %	20 %	20 %

Notes :

- The percentages (%) stated here refer to the extent of the cancellation charge as a percentage of the Basic Accommodation Charge.
- If the number of contracted days is reduced, the Hotel shall receive a cancellation charge for one day (the first day), regardless of the number of days by which the period is reduced.