

# Terms and Conditions for accommodation contract

## **(Scope of Application)**

Article 1. The Accommodation Contract and related agreements between the Hotel and the Guests shall be subjected to these Terms and Conditions. Any particulars not provided for herein shall be governed by laws and regulations and/or generally accepted practice. In the case when the Hotel has entered into a special contract with the Guest and such special contract does not violate laws and regulations and generally accepted practice, the special contract shall take precedence over the provisions of these Terms and Conditions.

## **(Application for Accommodation Contract)**

Article 2. A person who intends to make an application for an Accommodation Contract with the Hotel shall notify the Hotel with the following information;

1. Address, name, nationality, gender and occupation(s);
2. date of accommodation and estimated time of arrival;
3. other information deemed necessary by the Hotel.

2. In the case when the Guest in house requests an extension of the accommodation beyond the date of his stay in Subparagraph (2), it shall be regarded as an application for a new Accommodation Contract at the time such a request is made.

## **(Conclusion of Accommodation Contract, etc.)**

Article 3. 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, the same shall not apply when it has been proved that the Hotel has not accepted the application.

2. Under the accommodation contract, the guest need to pay the deposit by the accommodation day or the date specified by the hotel.

3. We shall treat the accommodation contract as invalid under any of following cases,

(1) When the Guest has failed to pay the deposit by the date specified by the Hotel as stipulated.

(2) When the hotel cannot reach out to the guest from the first date we contact it to 10 days, ( if the accommodation day is less than 10 days, it is until 1pm of the expected arrival day)

(3) When the guest denies the hotel to get in touch with them.

(4) In the case of (3) and (4), the guest may not to get a refund.

(5) under the accommodation contract, the hotel might ask the guest to pay the deposit.

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The amount of the deposit shall be appropriate for the accommodation charges to be paid by the guest, cancellation charges are regulated by Article 6, reparations are regulated by article 16 when applicable, and the reminder, if any, shall be refunded at the time of the payment of accommodation charges as started in Article 12.

### **(Refusal of Accommodation Contract)**

Article 4. The Hotel may not accept the conclusion of the Accommodation Contract under any of the following cases:

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 Guest seeking accommodation is deemed liable to conduct himself or herself in a manner that will contravene the laws or act against the public order or good morals in regard to the accommodation;
4. When the Guest seeking accommodation can be detected as a corporation or other groups of which business activities are under control of an organized crime syndicate or a member of organized crime syndicate. When the Guest seeking accommodation is a corporation which any of directors are proven to be a member of an organized crime syndicate. When the Guest seeking accommodation has used violence to, assaulted, threatened, blackmailed and made threatening and unreasonable demands to the Hotel or the employees of the Hotel, or has requested the Hotel to assume an unreasonable burden, or is deemed to have conducted similar acts in the past.
5. When it is assessed that the Guest is clearly in a state of intoxication etc. and may disturb other guests of the Hotel. When the Hotel is unable to provide accommodation due to failure of the equipment and/or other unavoidable causes
6. When the guest seeking accommodation can be detected as carrying an infectious disease.
7. when the Hotel is requested to assume an unreasonable burden in regard to the accommodation.
8. In the case the hotel deems the guest have clearly psychosomatic disorders.
9. The guests are minors without permissions of their parents.
10. In the case that the purpose of the accommodation contract is handing over to others.
11. The reservation is contracted without intention of the guest.
12. when the hotel is unable to provide accommodation due to the natural calamities and /or other unavoidable causes.
13. It comes under the provisions of the prefectural ordinance.

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### **(Right to Cancel Accommodation Contract by the Guest)**

Article 5. The Guest is entitled to cancel the Accommodation Contract by notifying the Hotel. Article 2. In case when 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 the payment of the deposit by the specified date as prescribed in Paragraph 2 of Article 3 and the Guest has canceled accommodation before the payment), the Guest shall pay cancellation charges as listed in Attached Table No.2. However, in the case when a special contract as prescribed in Paragraph 1 of Article 4 has been concluded, the same shall apply only when the Guest has been informed of the obligation of the payment of cancellation fee in case of cancellation by the Guest.

3. In the case when the Guest does not show up by 22:00 of the accommodation date without an advance notice, the hotel may regard the Accommodation Contract as being canceled by the Guest.

### **(Right to Cancel Accommodation Contract by the Hotel)**

Article 6. The Hotel may cancel the Accommodation Contract under any of the following cases;

- (1) When the guest is deemed liable to contract and / or has conducted themselves in a manner that will contravene the laws or act against the public order and good moral in regard to the hotel.
- (2) When the Guest seeking accommodation can be detected as a corporation or other groups of which business activities are under control of an organized crime syndicate or a member of organized crime syndicate. When the Guest seeking accommodation is a corporation which any of directors are proven to be a member of an organized crime syndicate. When the Guest seeking accommodation has used violence to, assaulted, threatened, blackmailed and made threatening and unreasonable demands to the Hotel or the employees of the Hotel, or has requested the Hotel to assume an unreasonable burden, or is deemed to have conducted similar acts in the past.
- (3) The hotel is unable to provide the accommodation due to the guest gamble and commit any offense against public decency or public order and has used violence and asked the unreasonable request to the hotel. When the guest brings illegal drugs, any kind of dangerous weapon, the hotel assume that the guest takes any other disruptive behavior, the hotel may refrain from to provide accommodation.
- (4) When the hotel is unable to provide accommodation due to natural calamities and /or other unavoidable causes.
- (5) When the guest can be clearly detected as carrying an infectious disease. When the guest has used violence in making demands of the accommodation facilities or the hotel's employees, or has requested the Hotel to assume an unreasonable burden.
- (6) When the Hotel is unable to provide accommodation due to the natural calamities, failure of the equipment and/or other unavoidable causes.

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- (7) When any of the circumstances for the enforcement ordinance for the Tokyo hotel business law is applicable.
  - (8) When the guest does not observe the rules prohibiting certain actions specified under the house regulations stipulated by the hotel such as any damage to the hotel proprieties and violation of the fire regulation order, such as smoking in bed, and damages caused to fire extinguishers.
  - (9) In the case that the purpose of the accommodation contract is handing over to others.
  - (10) In the case the accommodation contract is conducted by travel agency, the hotel may cancel the contract when the agency has not paid the fee, which means, disable to confirm the deposit at the accommodation day by the agency.
  - (11) When the guest otherwise fails to abide by the house regulations established by the hotel.
- 2 Notification of cancellation occurring through phone call, e-mail, or letter. If the guest has not received the notification in time, it will follow as Article 3 (3), the hotel may still reserve the right to cancel the reservation.
- 3 When the hotel cancels the reservation through any of the cases deemed rightful by Article6-2, the guest will not get refund from the hotel except for the cases from Article 1(3) and (5).

### **(Registration)**

Article 7. The Guest shall register the following info at the front desk of the Hotel on the day of accommodation;

1. Address, name, age, gender, nationality and occupation of the person(s);
2. If the Guest does not have a Japanese ID, they are required to provide passport number, port and date of entry in Japan; actual passport; place of accommodation on the previous stay;
3. estimated date and time of departure;
4. other particulars deemed necessary by the Hotel.

### **(Occupancy Hours of Guestrooms)**

Article 8. The Guest is entitled to occupy the contracted guestroom of the Hotel from 5:00pm to 10:00am of the departure day. However, Guest may occupy it all day long on any other day of their stay. 2.The Guests who do not comply with the aforementioned policy will be deemed accountable for the payment of an extra day of stay.

3.In the case it is necessary to clean up the room, the Hotel's employees may enter into the guest room even though the guest is in the room.

### **(Observance of the Hotel Rules of Conduct)**

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Article 9. The Guest shall observe the Hotel Rules of Conduct established by the Hotel, which are posted within the premises of the Hotel.

### **(Business Hours)**

Article 10. The business hours are notified by brochures, website home page and the notice board in the hotel.

### **(Payment of Accommodation Charges)**

Article 11. The breakdown and method of calculation of the accommodation charges that the Guest shall pay is as listed in the noticing board of the hotel.

2. Accommodation charges as stated in the preceding Paragraph shall be paid in Japanese currency or by a credit card or hotel ticket recognized by the Hotel at the front desk at the time of registration 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 the Guest by the Hotel and are at the disposal of the Guest.

### **(Liabilities of the Hotel)**

Article 12. The Hotel shall compensate the Guest for the damages if the Hotel has caused such damages to the Guest in the fulfillment or the nonfulfillment of the Accommodation Contract and/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/or other calamities

The responsibility of the Hotel for accommodation begins from the time the Guest registers at the front desk, and terminates when the guest leaves the room to depart.

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### **(Regulation for disputes in the case of the Hotel is Unable to Provide Contracted Guestroom)**

Article 13. The Hotel shall, when unable to provide contracted room, arrange accommodation of the same standards elsewhere for the Guest insofar as practicable with the consent of the Guest.

2. When arrangement of other accommodations 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

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provide accommodation due to causes for which the Hotel is not liable, the Hotel does not compensate the Guest.

### **(Handling of Deposited Articles)**

Article 14. The Hotel shall compensate the Guest for the damages 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 occurred due to cases of force majeure. However, for cash and valuables for whom the Guest has failed to do so, the Hotel shall not compensate.

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

Article 15. When the baggage of the Guest is brought into the Hotel before the guest arrival time, 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 the guest check-in.

2. When the baggage or belonging of the Guest is found left after the guest check-out, and no instructions is given to Hotel by the owner or when the ownership is not confirmed, the Hotel shall keep the article for 7 days including the day it is found, and after this period, the Hotel shall notify to the police. Food and drinks may be disposed the next day.

3. The Hotel is not liable for checking into the guests' luggage when no instruction has been given, as stated in accordance with the provisions of Paragraph 1 of the Preceding Article in the case of Paragraph 1, thus customers cannot demand for any investigation or start any legal action.

### **(Liability of the Guest)**

Article 16. The Guest shall compensate the Hotel for the damages caused through intention or negligence on the part of the Guest.

### **(Room cleaning)**

Also for the guest who stay for 2 nights or more the room will be cleaned every day.

When the guest who request not to clean the room, at least once in 3 days, the hotel will clean the room. The guest could not refuse to get his room cleaned.

### **(Revision of the terms and conditions)**

Terms and conditions are revise if it's necessary.

#### Graph1 Prediction procedure of the accommodation fee

1. The accommodation fee are as presented in the brochure, website and the notice board in the hotel.

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2. the capacity of each and every bed, except for the family room, is only a person (infants are not included in the count). However the limit of the number of persons, age and the weight will depend on the room.
3. When the hotel provide meals and bed for pre-school child, the guest need to pay the breakfast fee.

Graph2 Cancelation fee;

Contracted number of persons	<u>No show</u>	<u>Accommo-dation Day</u>	<u>1 day Prior to accommo-dation Day</u>	<u>2 days to 14 days prior to accommo-dation Days</u>	<u>15 days to 30 days prior to accommo-dation Days</u>
<b>1</b>	<u>100%</u>	<u>100%</u>	<u>80%</u>	<u>50%</u>	<u>30%</u>

Graph3 Compensating materials;

Contracted number of persons	<u>Accommo-dation Day</u>	<u>1 Day Prior to Accommo-dation Day</u>	<u>2 Days Prior to 14 Accommo-dation Days</u>
<b>1</b>	<b>100%</b>	<b>20%</b>	—

The percentages signify the rate of compensating materials to the Basic Accommodation Charges.