



# Accommodation Conditions

## Article 1. Scope of application

The execution of an accommodation agreement as well as related agreements between this Hotel and the Guest to be accommodated shall be subject to these Terms and Conditions. And any particulars not provided for herein shall be governed by laws and regulations and/or generally accepted practices.

2. Notwithstanding the provisions of the preceding clause, a special agreement may take precedence when the Hotel accepts it and it does not go against law or common practices.

## Article 2. Application for accommodation agreement

To apply for an accommodation agreement with this Hotel, a Guest is required to provide the Hotel with the following information.

- (1) Guest name and contact address
- (2) Date(s) of stay and scheduled arrival time
- (3) Accommodation charges (as a general rule, subject to the standard accommodation charges indicated in Table 1 below)
- (4) Other matters that this Hotel deems necessary

2. The Hotel considers a new application for an accommodation agreement to have been made when the Guest requests an extension of his/her stay beyond the date indicated in item 2 of the previous clause.

## Article 3. Conclusion of an accommodation agreement

An accommodation agreement may be considered official when the Hotel approves the application indicated in the previous article. However, this does not apply if the Hotel provides evidence of the absence of its approval.

2. When an accommodation agreement is concluded in accordance with the provisions of the previous clause, the Guest is required to pay an application fee by the date specified by this Hotel. The fee amount is specified by this Hotel and will not exceed the standard accommodation charges relevant to the period of stay (3 days when the period of stay exceeds 3 days).

3. The deposit shall be first used for the accommodation charges paid by the Guest, then secondly for the cancellation charges under article 6 and thirdly for the reparations under Article 18 as applicable, and the remainder, if any, shall be refunded at the time of the payment of the accommodation charges in accordance with the provisions of Article 12.

4. If a Guest fails to pay the application fee indicated in the second clause by the date specified by this Hotel in accordance with the provisions of the same clause, the accommodation agreement with the Guest is no longer effective. However, this will apply only where this Hotel informs the Guest of the deadline for payment of the application fee.

## Article 4. Special agreements not requiring payment of an application fee

Notwithstanding the provisions of the second clause of the previous article, this Hotel may accept a special agreement that does not require payment of an application fee, indicated in the same clause, after conclusion of the agreement.

2. If this Hotel does not require payment of an application fee as indicated in the second clause of the previous article and does not specify a deadline for payment of that fee in accepting an application for an accommodation agreement, this Hotel may be deemed to have accepted the special agreement indicated in the previous clause.

## Article 5. Rejection of an accommodation agreement

The Hotel may reject an accommodation agreement under any of the following cases:

- (1) When the accommodation application fails to comply with the Terms and Conditions of this agreement.
- (2) When the rooms are occupied and no vacancy is available.
- (3) When the person intending to stay at the Hotel is suspected of violating laws, public order or morals related to his/her accommodation.
- (4) When the person intending to stay is deemed to correspond to the following (a) to (c):
  - (a) The party is an organized crime group as defined by Article 2.2 of the Act on Prevention of Unjust Acts by Organized Crime Group Members (Act No. 77 of 1991), a member of an organized crime group as defined by Article 2.6, or an associate or affiliate of an organized crime group, or other anti-social group.
  - (b) When the person is associated with a corporation or group which has business activities controlled by an organized crime group or is a member of an organized crime group.
  - (c) A corporation which has a person among its executives who is deemed a member of an organized crime group.
- (5) When the speech and conduct of the person intending to stay at the Hotel causes significant disturbance to other Guests.
- (6) The person intending to stay at the Hotel is deemed to obviously have an infectious disease.
- (7) The Guest makes violent demands or causes a burden which goes beyond a reasonable extent.
- (8) When the person intending to stay at the Hotel is violent, threatens, blackmails or makes coercive unreasonable demands towards the Hotel or its staff which goes beyond a reasonable extent, otherwise when similar conduct to above is recognized.
- (9) When there is a concern that the person intending to stay at the Hotel may disturb other Guests due to such behavior as being too intoxicated.
- (10) When the person intending to stay at the Hotel cannot be accommodated due to a natural disaster, equipment failure or any other unavoidable cause.

## **Article 6. Rights of a Guest to cancel an accommodation agreement**

A Guest may request that this Hotel cancels his/her accommodation agreement.

2. In the case when a Guest cancelled the accommodation agreement in whole or part caused by reasons attributable to the Guest, this Hotel will ask the Guest to pay a cancellation charge as set forth in the attached Table No. 2 (except in the case when this Hotel has requested the payment of the deposit during the specified period as prescribed in the provisions of Article 3 (2) and the Guest has cancelled the accommodation agreement before the payment).

However, in the case when a special contract prescribed in Article 4(1) has been concluded, the same shall apply only when the Guest is informed by this Hotel of the obligation of the payment of the cancellation charges in case of cancellation by the Guest.

3. In the case when the Guest does not appear by 10pm (in the case of the arrival time haven been specified in advance, this time will be 2 hours after the time initially specified) on the accommodation date without an advance notice, this Hotel may regard the accommodation agreement as being cancelled by the Guest.

## **Article 7. Rights of Hotel to cancel an accommodation agreement**

This Hotel may cancel the accommodation agreement under any of the following cases:

- (1) When there is deemed to be a risk that the Guest seeking accommodation will act in such manner to contravene laws, or act against public order or good morals in regard to the accommodation, or the Guest has acted in said manner.
  - (2) When the Guest is deemed to correspond to the following (a) to (c):
    - (a) An organized crime group, a member of an organized crime group, an associate member of an organized crime group or any affiliation with organized crime groups or other antisocial forces.
    - (b) When the person is associated with a corporation or group which has business activities controlled by an organized crime group or is a member of an organized crime group.
    - (c) A corporation which has a person among its executives who is deemed a member of an organized crime group.
  - (3) When the speech and conduct of a Guest causes significant disturbance to other Guests.
  - (4) When a Guest is deemed to obviously have an infectious disease.
  - (5) The Guest makes violent demands or causes a burden which goes beyond a reasonable extent.
  - (6) When the person intending to stay at the Hotel is violent, threatens, blackmails or makes coercive unreasonable demands towards the Hotel or its staff which goes beyond a reasonable extent, otherwise when similar conduct to above is recognized.
  - (7) When there is a concern that the person intending to stay at the Hotel may disturb other Guests due to such behavior as being too intoxicated.
  - (8) When the Hotel is unable to provide accommodation due to a natural disaster or any other unavoidable cause.
  - (9) When the Guest smokes in bed, misuses fire prevention facilities, or otherwise fails to observe the prohibition of actions necessary to prevent of fires specified by the Hotel in the House Regulations.
2. In the case when this Hotel has canceled the accommodation agreement in accordance with the preceding Clause, this Hotel shall not be entitled to charge the Guest for any of the services in the future during the contractual period which he/she has not received.

## **Article 8. Registration of accommodations**

The Guest shall register the following particulars at the front desk of this Hotel on the day of accommodation.

- (1) Name, age, sex, address and occupation of the Guest(s);
- (2) Except Japanese nationality, passport number, port of entry, date of disembarkation and getting a copy of passport;
- (3) Confirmation of the accommodation the day before the accommodation day;
- (4) Date and estimated time of departure;
- (5) Other particulars deemed necessary by the Hotel.

2. In the case when the Guest intends to pay his/her accommodation charges prescribed in Article 12 by any means other than Japanese currency, such as traveler's check, accommodation coupons or credit card, these credentials shall be shown in advance at the time of the registration as prescribed in the preceding Clause.

## **Article 9. Available hours of guest rooms**

The Guest is entitled to occupy the contracted guest room of this Hotel from 3pm till 11am the next morning. However, in the case when the Guest is accommodated continuously, the Guest may occupy it all day long, except for the days of arrival or the day of departure.

2. This Hotel may, notwithstanding the provisions prescribed in the preceding Clause, permit the Guest to occupy the room beyond the time prescribed in the same Clause. In this case, an additional charge shall be charged.

## **Article 10. Observance of rules**

The Guests shall observe the House Regulations which have been established by this Hotel and is provided on the premises of this Hotel.

## **Article 11. Service hours**

The business hours of the main facilities, etc. of this Hotel are as follows, by brochures as provided in the building, notices displayed in each place, information books in the guest rooms and others.

2. The business hours specified in the preceding Clause are subject to temporary changes due to necessary and unavoidable reasons. In such a case, the Guest shall be informed by appropriate means.

## **Article 12. Payment**

The breakdown of the Accommodation Charges, etc. that the Guest must pay is as listed in the Attached Table No.1.

2. Payment of the Accommodation Charges, etc. as in the preceding Clause shall be paid with Japanese currency or by other alternative forms of payment recognized by this Hotel such as traveler's check, accommodation coupons or credit cards, on the occasion of the Guest checking in at the reception, otherwise when requested by this hotel, payment can be left at the reception.

3. When this Hotel has provided a guest room to a Guest, this Hotel will also charge an accommodation charge in regards to the situation where a Guest at their own discretion has not used the accommodation at his/her disposal.

## **Article 13. Hotel's liability**

This Hotel shall compensate the Guest for damages if the Hotel has caused such damages in the fulfillment or due to non-fulfillment of the accommodation agreement and/or related agreements. However, the same shall not apply when the cause for such damages is not attributable to this Hotel.

2. This Hotel is covered by the Hotel Liability Insurance in order to deal with such an event as an unexpected fire.

## **Article 14. Unavailability of a booked room**

When this Hotel is unable to provide a contracted guest room to a Guest, we shall arrange accommodation with the consent of the Guest at a hotel of the same standard elsewhere insofar as is practical.

2. Notwithstanding the provisions of the previous Clause, when no alternative accommodation can be attained from another Hotel, a compensation amount proportionate to the breach of contract will be paid to the Guest, the compensation amount appropriates to compensation for damage. However, concerning not being able to provide a guest room, this hotel will not pay compensation when the cause is not attributable to this Hotel.

## **Article 15. Deposited articles**

This Hotel shall compensate the Guest for damages when loss, breakage or other damage is caused to goods, cash or valuables deposited at the front desk by the Guest, except in the case when this has occurred due to an inevitable cause. However, as for cash and valuables, when this Hotel has requested the Guest to disclose its type and value but the Guest has failed to do so, this Hotel shall compensate the Guest within the limits of 50,000 yen.

2. This Hotel shall compensate the Guest for damages when loss, breakage of 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 this Hotel by the Guest but are not deposited at the Front Desk. However, for articles whose type and value has not been reported in advance by the Guest, the Hotel shall compensate the Guest within the limits of 50,000 yen.

3. Articles such as precious metals, works of art or antiques cannot be entrusted to us.

## **Article 16. Baggage and belongings**

When the arrival of a Guest's hand baggage precedes his/her arrival to this Hotel, this Hotel only has a duty to safe keep those bags when such a request has been accepted by the Hotel before their arrival. The baggage shall be handed over to the Guest at the front desk at the time of his/her check-in.

2. In the case when a Guest leaves baggage and belongings behind at this Hotel, when the owner is identified, this Hotel will contact the appropriate owner and try to request further instructions. However, when the owner is not identified or in the case when there are no instructions given to the Hotel by the owner, the articles will be kept for 7 days including the day which it was discovered, after which the articles will be handed in at the nearest police station. Also, food and drink as well as magazines and also other matter deemed to be waste by this Hotel will be disposed of if there is no contact from the owner by the following day.

3. This Hotel deals with baggage and belongings which have been forgotten in an appropriate manner, a Guest shall not lodge an objection concerning the conducting of an inspection of the contents of such baggage and belongings.

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

### Article 17. Parking

This Hotel shall bear the responsibility for managing a Guest's vehicle when the Guest utilizes the parking lot on the premises of the Hotel, as it shall be regarded that this Hotel simply makes a location available for parking, notwithstanding the key of the vehicle being deposited to 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.

### Article 18. Guest' liability

If a Guest intentionally or accidentally causes damage to this Hotel, the Guest shall compensate this Hotel for the damage caused.

### Article 19. Disclaimers

The Guest shall be liable for use of any computer communication within and from the premises of this Hotel. This Hotel shall not be liable for disconnection due to system failures or the other reasons and any damage caused to the Guest due to the disconnection. In the case when utilization of computer communication causes the damage to a third party, the computer user shall be liable for the damage and this Hotel shall not be liable for it.

### Article 20. Governing language

This agreement has been drawn up in both Japanese and English but in the case of a discrepancy between the Japanese and the English, the Japanese version will take precedence.

Table 1. Breakdown of accommodation charges (relevant to the first clause of Article 2 and the first clause of Article 12)

	Contents	
Total amount to be paid by the Guest	Accommodation Charges	Basic Accommodation Charge
	Extra Charges	Other usage charges
	Taxes	Consumption tax, Bathing tax
Accommodation tax	Accommodation tax differs depending on local authority	

#### Comments

1. The basic accommodation charge is determined by the price list posted on such as pamphlets provided in the building or on the website.
2. In the case of revisions to the Tax laws, these charges are subject to change in accordance to the Tax Laws concerned.

Table 2. Penalty (relevant to second clause of Article 6)

Number of Guests booked	Time that notification of cancellation of agreement is made				
	No stay and no notification	Accommodation Day	Day Previous to Accommodation Day	7 Days Prior to Accommodation Day	20 Days Prior to Accommodation Day
Up to 10people	1 0 0 %	1 0 0 %	5 0 %	—	—
11~20 people	1 0 0 %	1 0 0 %	5 0 %	2 0 %	—
More than 21people	1 0 0 %	1 0 0 %	8 0 %	2 0 %	1 0 %

#### (Notes)

1. The above percentages represents the ratio of penalty to the standard accommodation charge.
2. When the number of nights of an accommodation agreement is reduced, regardless of the reduction, a penalty for breach of the agreement equal to 1 day's accommodation fee (the first night) shall apply.
3. In the event of the cancellation of an agreement in relation to several Guests (more than 15 people), no cancellation charge shall apply to 10% (the figure is rounded up in the case of a fraction.) of the intended Guests with regard to accommodation cancelled 10 days (in the case of applications accepted within 10 days of the intended day of arrival, on the same day of acceptance of the application) before the intended accommodation date.