

# TERMS AND CONDITIONS FOR ACCOMMODATION CONTRACT

## Article 1. Scope of Application

1. The Accommodation Contract and related agreements to be concluded between our Hotel and the Guest shall be subject to the following terms and conditions of the Contract. Any matters not stipulated in this Contract shall be governed by laws and ordinances and/or generally established practice.
2. When the Hotel has entered into a special contract with the Guest insofar as such special contract does not violate laws and ordinances and generally accepted practices notwithstanding the preceding Paragraph the special contract shall take precedence over the provisions of these Terms and Conditions.

## Article 2. Application for Accommodation Contract

1. The Guest who intends to apply to the Hotel for an Accommodation Contract will be required to provide the Hotel with the following particulars:
  - (1) Name(s) of Guest(s)
  - (2) Date(s) of accommodation and estimated time of arrival
  - (3) Accommodation Charges (based, in principle, on the Basic Accommodation Charges described in the Attached table 1)
  - (4) Other information considered necessary by the Hotel
2. In the case when the Guest requests during the stay an extension of the accommodation beyond the date in the preceding Paragraph (2) it shall be regarded as an application for a new Accommodation Contract at the time such request is made.

## Article 3. Conclusion of Accommodation Contract etc

1. An Accommodation Contract shall be considered to have been concluded when the Hotel has duly accepted the application as described in the preceding Article. However the same shall not apply where it has been proved that the Hotel has not accepted the application.
2. When an Accommodation Contract has been concluded in accordance with the provisions of the preceding Paragraph the Guest is requested to pay an application money fixed by the Hotel within the limits of 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 Application Money shall be first used for the Total Accommodation Charges to be 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 described in Article 12.
4. When the Guest has failed to pay the Application Money by the date as described in Paragraph 2 by way of the same Paragraph 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 Application Money is specified.

## Article 4. Special Contract Requiring Non-Payment of the Application Money

1. Notwithstanding the provisions of Paragraph 2 of the preceding Article the Hotel may enter into a Special Contract which does not require payment of the Application Money described in the same Paragraph after the Contract has been concluded.
2. When the application for an Accommodation Contract has been accepted in the case that the Hotel has not requested the payment of the Application Money as described in Paragraph 2 of the preceding Article and/or that the Hotel fails to designate the date of the payment of the Application Money it shall be treated as that the Hotel has accepted a Special Contract prescribed in the preceding Paragraph.

## Article 5. Refusal of Accommodation Contract

1. The Hotel may not accept the conclusion of an Accommodation Contract under any of the following cases:
  - (1) When the application for accommodations is not based on this Contract
  - (2) When the Hotel is fully booked and no room is available
  - (3) When the Guest seeking accommodations is deemed liable to conduct himself in a manner that will contravene the laws or act against the public order or good morals in regard to his accommodation
  - (4) Where the Guest seeking accommodation can be clearly detected as carrying an infectious disease
  - (5) When the Hotel is requested to assume an unreasonable burden due his accommodation
  - (6) When the Hotel is unable to provide accommodations due to natural calamities dysfunction of the facilities and/or other unavoidable causes
  - (7) When a person seeking accommodation could cause annoyance to other Guests or when a person is behaving in such a manner as to be an annoyance to other Guests
  - (8) When guests are deemed to fall under any of the following
    - a. A gang (Boryokudan) a gang member an associate gang member or a gang-related or other anti-social forces
    - b. A gang group(Boryokudan) or Corporations and other organizations in which gang members control business activities
    - c. A corporation whose executives includes a gang member
  - (9) When the provisions of Article 15 of Tokyo Metropolitan Ordinance No. 63 are applicable.

## Article 6. Right to Cancel Accommodation Contract by the Guest

1. The Guest may request the Hotel to cancel the Accommodation Contract by so notifying.
2. In the case when the Guest has canceled the Accommodation Contract in whole or in part due to cause for which the Guest is liable (except in the case when the Hotel has requested the payment of the Application Money during the specified period as described in Paragraph 2 of Article 3 and the Guest has canceled before the payment) the Guest shall pay cancellation charge as described in the Attached table No.2. However in the case when a Special Contract as described in Paragraph 1 of Article 4 has been concluded the same shall apply only when the Guest is informed of the payment of the cancellation charge in case of cancellation by the Guest.
3. In the case when the Guest does not arrive by 10 p.m. of the accommodation date without an advance notice (or 2 hours after the expected time of arrival if the Hotel is notified of it) the Hotel may regard the Accommodation Contract as being canceled by the Guest.

## Article 7. Right to Cancel Accommodation Contracts by the Hotel

1. The Hotel may cancel the Accommodation Contract under any of the following cases
  - (1) When the Guest is deemed liable to conduct and/or has conducted himself in a manner that will contravene the laws or act against the public order and good morals in regard to his accommodation
  - (2) When the guest can be clearly detected as having an infectious disease
  - (3) When the Hotel is requested to assume an unreasonable burden in regard to his accommodation
  - (4) When the Hotel is unable to provide accommodations due to natural calamities and/or other causes of force majeure
  - (5) When a person seeking accommodation could cause annoyance to other Guests or when a person is behaving in such a manner as to be an annoyance to other Guests
  - (6) A guest is found smoking in an area other than the designated smoking area or vandalizing firefighting or other equipment and systems or engaged in an act prohibited by the rules regarding use of the Hotel (limited to fire prevention related stipulations) established by the Hotel.
2. In the case when the Hotel has canceled the Accommodation Contract in accordance with the preceding Paragraph the Hotel shall not be entitled to charge the Guest in the future for any of the services which he or she has not received during the contractual period.

## Article 8. Registration of Accommodation

1. The Guest shall be required to register the following particulars at the reception of the Hotel on the day of accommodation
  - (1) Name age sex address and occupation of the Guest(s)
  - (2) Nationality passport number port and date of entry in Japan for foreign Guests
  - (3) Date and estimated time of departure
  - (4) Other particulars deemed necessary by the Hotel.
2. In the case when the Guest intends to pay his/her Accommodation Charge described in Article 12 by any means other than Japanese currency such as traveler's checks coupons or credit cards these credential shall be shown in advance at the time of the registration described in the preceding Paragraph.

## Article 9. Time Allowed for Use of the Guest Room

1. The Guest is entitled to occupy the contracted Guest Room of the Hotel from 3:00 p.m. to 11:00 a.m. of the next day. However in the case when the Guest is accommodated continuously the Guest may use the Guest Room all day long except on the days of arrival and departure.
2. Notwithstanding the provision of the preceding Paragraph there are cases where the Hotel may accept the use of the Guest Room in hours other than those specified in the preceding Paragraph in which case an additional charge will be required as specified below.
  - (1) 30% of the room charge is incurred up to 3 hours after the checkout time.
  - (2) 50% of the room charge is incurred up to 6 hours after the checkout time.
  - (3) 100% of the room charge is incurred over 6 hours after the checkout time.

## Article 10. Compliance with the rules on Using the Hotel

A Guest of the Hotel is required to comply with the "Use Regulations" stipulated in the Accommodation Contract while on the premises of the Hotel.

## Article 11. Business Hours

1. Opening hours of major facilities are as follows. Detailed opening hours information for other facilities are posted at each facility and can be obtained at the front desk.
  - (1) Service hours of reception cashier etc.:
    - a. Closing time for entrance and lobby: 2 a.m. to 5 a.m.
    - b. Reception: 24 hours
    - c. Cashier: 24 hours
  - (2) Service hours of Restaurant (1F).  
Breakfast: 6 a.m. to 9 a.m.  
Lunch and Dinner: 11 a.m. to 10 p.m.  
Last order will be 30 minutes prior to the end of each session.
2. The service hours described in the preceding Paragraph may be changed temporarily for unavoidable reasons in which case the Guest will be notified by proper means.

## Article 12. Payment of Charges

1. The breakdown of the Accommodation Charge etc. payable by the Guest shall be as listed in the attached Table 1.
2. Payment of the Accommodation Charges etc. described in the preceding Paragraph shall be made in currency or by other alternative means accepted by the Hotel such as traveler's check accommodation coupon credit card etc. at the time of the departure of the Guest or upon request by the Hotel.
3. In the case that the Guest has not stayed at the Hotel at his/her discretion even after the guest room has been offered to the Guest and made available for him/her to use the Accommodation Charges shall be paid.

## Article 13. Liabilities of the Hotel

1. The Hotel shall compensate the Guest for damage if the Hotel has caused such damage to the Guest in the fulfillment or the non fulfillment of the Accommodation Contract and/or related agreements. However the same shall not apply in case where such damage has been caused due to reasons for which the Hotel is not liable.
2. The Hotel has received the "PASS MARK" (Fire Safety Certification Mark System) by the fire department and is striving to improve disaster prevention equipment and the Hotel is a member of Innkeeper Liability Insurance to cope with emergencies in the case of fire etc.

## Article 14. Handling in case When Unable to Provide the Contracted Guest Room

1. The Hotel shall when unable to provide the contracted room arrange accommodations of the same standard elsewhere for the Guest insofar as practicable with the consent of the Guest.
2. When arrangement of other accommodations can not 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 accommodations due to causes for which the Hotel is not liable the Hotel shall not compensate the Guest.

## Article 15. Handling of Deposited Articles

1. The Hotel shall compensate the Guest for damages when loss breakage or other damage is caused to the goods cash or valuables deposited at the Reception by the Guest except in the case when this has occurred due to causes of force majeure. However for cash and valuables when the Hotel has requested the Guest for an appraisal of the value and the Guest has failed to do so the Hotel shall compensate the Guest.
2. The Hotel shall compensate the Guest for damages when loss breakage or other damage is caused through intent or negligence on the part of the Hotel to the goods cash or valuable which are brought into the premises of the Hotel by the Guest but are not deposited at the Reception. However for articles of which the kind and value have not been reported in advance by the Guest the Hotel shall compensate the Guest up to a maximum of 150000 yen.

## Article 16. Custody of Baggage and/or Belongings of the Guest

1. When the baggage of the Guest is brought into the Hotel before the Guest's 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 reception at the time of the Guest's check-in.
2. When a Guest's baggage or belongings is found to be left behind after checkout and the ownership of the article is confirmed the Hotel shall inform the owner of the article left and ask for further instructions. However, if there is no instruction from the owner or if the owner is unknown, it will be kept for 7 days including the day it was found, then delivered to the nearest police station.
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 Paragraph2.

## Article 17. Responsibility of the guest

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

## Article 18. Jurisdiction and Applicable Laws

Any dispute arising from or in relation to this Contract shall be referred to the exclusive jurisdiction of Tokyo District Court in the first instance and resolved in accordance with Japanese laws.

## 別表第1 宿泊料金等の内訳

(第2条第1項、第3条第2項、及び第12条第1項関係)

### Table 1

Breakdown of Accommodation Charges (concerning Article 2-1, Article 3-2 and, Article 12-1)

宿泊客が 支払うべき総額 Total Amount to be paid by a Guest	宿泊料金 Accommodation Charge	①基本宿泊料 (室料(又は室料+朝食料))	①Basic Accommodation Charge (Room Charge) or (Room Charge+Breakfast)
	追加料金 Additional Charge	②飲食料(又は追加飲食 (朝食以外の飲食料)) 及びその他の利用料金	②Food & Beverage (or Extra Meals (other than Breakfast)) and other Expenses
	税金 Tax	イ.消費税 ロ.宿泊税	a. Consumption Tax b. Accommodation Tax

(注) 基本宿泊料は、フロントに掲示する料金表によります。

#### Remarks

The basic accommodation charges are displayed at the reception.

## 別表第2 違約金

(第6条第2項関係)

### Table 2

Penalty (concerning Article 6-2)

	人数 Number of people	不泊 No Show	当日 Accommodation Day	前日 1 Day Prior to Accommodation	9日前 9 Days Prior to Accommodation	20日前 20 Days Prior to Accommodation
一般 Individual	9名まで 1 to 9	100%	100%	100%	—	—
団体 Group	10名~99名まで 10 to 99	100%	100%	100%	10%	—

(注) 1. %は、基本宿泊料に対する違約金の比率です。

2. 契約日数が短縮した場合は、その短縮日数にかかわらず、1日分(初日)の違約金を申し受けます。
3. 団体客(10名以上)の一部について契約の解除があった場合 宿泊の10日前(その日より後に申込みをお受けした場合にはその申込受付日)における宿泊人数の10%(端数が出た場合には切り上げる)にあたる人数については、違約金はいただきません。

#### Remarks

1. The percentage is the ratio of the Penalty against the basic accommodation charge.
2. In the case that the number of days for accommodation has been reduced, Penalty for One Day (first day) shall be charged, regardless of the number of days reduced.
3. In the case that the Accommodation Contract has been cancelled for a part of the Group (consisting of 10 members or more), no penalty shall be charged for the number of the Group members equal to 10% (a fraction to be rounded up) of the total number of the Group members booked for accommodation as of 10 days prior to the Accommodation day (or the day when the Accommodation Contract has been accepted in less than 10 days prior to the first day Accommodation).