

# Terms And Conditions Of Hotel Accommodation

## Article 1. Scope

1. Hotel accommodation agreements concluded with customers of the Hotel and agreements related thereto are predicated on the provisions of these Terms. For matters not stipulated herein, laws and regulations or generally established conventions are applicable.
2. The stipulations of the above Paragraph notwithstanding, in instances where the Hotel has entered into special contracts compliant with laws and regulations and conventions, such special contracts take precedence.

## Article 2. Application for the hotel accommodation agreement

1. Parties seeking to enter into a hotel accommodation agreement with the Hotel will be requested to provide the following information to the Hotel.
  - (1) Name of the hotel customer
  - (2) Date of stay at the Hotel and prospective time of arrival
  - (3) Room rate (as a rule, in accordance with the basic room rates stated in Appendix 1 )
  - (4) ( i ) Name and contact details of applicant  
( i i ) Name and contact details of the party paying the hotel charges
  - (5) Other information required by the Hotel
2. If a hotel customer staying at the Hotel requests to extend the period of stay beyond the duration according to above Paragraph 1, Clause 2, the Hotel will process such request as an application for a new hotel accommodation agreement as of the time the request is made.

## Article 3. Conclusion of hotel accommodation agreements

1. A hotel accommodation agreement is concluded concomitant with the consent of the Hotel to an application according to the above Article. However, no agreement results if the Hotel has demonstrated that it has denied such consent.
2. Concomitant with the conclusion of a hotel accommodation agreement according to the stipulations of the above Paragraph, the Hotel requires payment of a deposit determined by the Hotel up to the basic room rate for the duration of the stay (for three days in case of stays over three days) payable by a date stipulated by the Hotel.
3. The deposit is counted toward the final hotel charges payable by the hotel customer, or if the stipulations of Articles 6 and 18 become applicable, is counted toward, and in the order of, penalties and indemnification, with the remainder, if any, refundable concomitant with the payment of charges under the stipulations of Article 12.
4. In case a deposit as referenced in Paragraph 2 has not been paid by the date stipulated by the Hotel as referenced in Paragraph 2, the hotel accommodation agreement is rendered void. This provision is applicable only if a payment deadline for the deposit has been communicated to the hotel customer by the Hotel.

## Article 4. Special contracts without deposit requirement

1. Notwithstanding the stipulations of above Article 3, Paragraph 2, upon conclusion of an agreement, the Hotel may enter into a special contract that requires no payment of a deposit referenced in said Paragraph.
2. If the Hotel requires no payment of a deposit referenced in Article 3, Paragraph 2, and specifies no payment deadline for such deposit, the consent of the Hotel to the application for hotel accommodation is treated as given on the basis of the special contract referenced in the above Paragraph.

## Article 5. Denial of conclusion of a hotel accommodation agreement

The Hotel may deny the conclusion of a hotel accommodation agreement if any of the following Clauses applies.

- (1) The application for an accommodation agreement is not predicated on these Terms.
- (2) The Hotel is booked out and has no rooms available.
- (3) The party seeking accommodation is with regard to accommodation at the Hotel found to be acting, or likely to act, in violation of laws and regulations, public order, or public decency.
- (4) The party seeking accommodation evidently carries a contagious disease.
- (5) A request posed associated with accommodation is unreasonably burdensome.
- (6) Accommodation is impracticable due to force majeure, facility failure, or other unavoidable circumstances.
- (7) The party seeking accommodation engages in violence, intimidation, menacing demands, or extortion or such other coercive behavior.
- (8) The party seeking accommodation causes extreme noise, instills notions of danger or disquiet, or engages in other behavior annoying to hotel customers or users of the Hotel.
- (9) The party seeking accommodation has a record of behavior at the Hotel corresponding to any of Clauses (3) , (5), (7), or (8) of this Article.
- (10) The party seeking accommodation is a member of a specified criminal group (Law on Prevention of Unlawful Acts by Members of Criminal Groups, enforced March 1, 1992), a member of a group related to such specified criminal group, or a person related thereto.
- (11) The party seeking accommodation is an officer or employee of a corporation or other body where a member of a specified criminal group serves as officer or controls business activities.
- (12) The party seeking accommodation constitutes an anti-social association different from those referenced in Clauses (10) and (11) of this Article, or a member of such association, or other antisocial element.
- (13) The safety of the party seeking accommodation cannot be ensured due to diminished capacities or loss of self-recognition, etc. owing to the use of drugs or alcohol or such other factors.
- (14) The party seeking accommodation is found suspicious, or other proper reasons exist to deny accommodation.

## Article 6. Right of the hotel customer to cancel the accommodation agreement

1. The hotel customer is able to cancel the accommodation agreement concluded with the Hotel.

2. If a hotel customer, due to reasons attributable to the responsibility to same, cancels a hotel accommodation agreement in part or in total, the Hotel will charge a penalty as provided in Appendix 2 (Excluded are cases where a hotel customer cancels an accommodation agreement prior to the payment of a deposit in instances where based on the stipulations of Article 3, Paragraph 2, the Hotel has required payment of a deposit by a specific payment deadline.). However, if the Hotel has entered into a special contract as referenced in Article 4, Paragraph 1, the Hotel will charge a penalty only if the Hotel at the time of entering into the special contract has informed the hotel customer of an obligation to pay a penalty in case of cancellation of the agreement by the hotel customer.
3. If a hotel customer without prior notice fails to arrive by 20:00h on the day for which a room is booked (in case a prospective time of arrival has been indicated in advance: two hours after such time) the Hotel may deem the accommodation agreement canceled by the hotel customer and process the agreement as such.

### **Article 7. Right of the Hotel to cancel the accommodation agreement**

1. The Hotel may cancel the accommodation agreement if any of the following Clauses apply.
  - (1) In case any of Clauses (3), (4), (5), (6), (7), (8), (9), (10), (11), (12), (13), or (14) of Article 5 of the Terms and Conditions applies, irrespective of whether prior to or during the stay.
  - (2) In case of smoking in bed in the hotel room, tempering with or damaging fire prevention equipment, or if any other prohibition event (limited to the requirements of fire prevention) applies that is stipulated under the rules of use established by the Hotel separately hereof.
2. If the Hotel cancels an accommodation agreement pursuant to the stipulations of the above Paragraph, the hotel customer will not be charged for accommodation services, etc. not yet obtained by the hotel customer at the time.

### **Article 8. Registration**

1. Hotel customers will be requested to register the following information at the reception of the Hotel on the day of arrival.
  - (1) Name, age, gender, address, and occupation of the hotel customer
  - (2) In case of foreign nationals: nationality, passport number, port of entry, and date of entry
  - (3) Date and prospective time of departure
  - (4) Other information required by the hotel
2. Hotel customers who intend to pay charges under Article 12 by cash substitutes such as traveler's checks, hotel voucher, or credit card, need to present such substitutes when registering as provided in the above Paragraph.

### **Article 9. Room check-in and check-out**

1. The hotel room is available for use by the hotel customer from 14:00h until 12:00h the next day. In case of a continued stay, the room is available for use around the clock except for the days of arrival and departure.
2. Notwithstanding the stipulations of the above Paragraph, the Hotel may permit the use of the room outside the hours stipulated in said Paragraph. In this case, the following additional charges become due.
  - (1) For use until 15:00h: 25% of the room rate.
  - (2) For use until 18:00h: 50% of the room rate.
  - (3) For use until after 18:00h: the full room rate.

### **Article 10. Enforcement of rules of use, performance, and compliance**

Separately hereof, the Hotel stipulates rules of use that those seeking accommodation are obligated to perform and observe together with these Terms and Conditions.

### **Article 11. Business hours**

1. Business hours of principal facilities at the Hotel are stated in hotel brochures held available, on notices on display in the respective locations, and in the service directory furnished in hotel rooms.
2. Business hours referenced in the above Paragraph may be temporarily changed in unavoidable cases, in which event an appropriate notice will be given.

### **Article 12. Payment of charges**

1. Hotel charges, etc. payable by the hotel customer are stated in Appendix 1.
2. Payment of hotel charges referenced in the above Paragraph is to be effected by the hotel, customer when departing or when payment is requested by the hotel, at the hotel reception either in cash, or using Hotel-approved travelers checks, hotel vouchers, credit cards, or suitable alternative means.
3. Hotel charges are incurred also if a hotel customer at the discretion of same opts not to use a room that has been held for the hotel customer and made available for use.

### **Article 13. Responsibilities of the Hotel**

1. If a hotel customer has sustained loss due to the Hotel's performance or non-performance of an accommodation agreement and agreements related thereto, the Hotel will provide indemnification for such loss. Excluded are instances not attributable to the responsibility of the Hotel.
2. The Hotel has been awarded fire service approval, and furthermore holds membership in general liability insurance for hotels with a view to the possibility of an outbreak of fire, etc.

### **Article 14. Handling if booked rooms cannot be provided**

1. If the Hotel is unable to provide a hotel customer with the agreed room, subject to the hotel customer's approval, the Hotel will arrange for a room to be provided at another hotel, as much as possible on identical terms and conditions.

- Notwithstanding the stipulations of the above Paragraph, if the Hotel is unable to arrange for a room at another hotel, the Hotel will pay the hotel customer a commensurate penalty amount as compensation, which will be counted toward indemnification for loss. Compensation will not be paid in case the Hotel is unable to provide a room at another hotel due to reasons outside its responsibility.

### Article 15. Handling of deposited items, etc.

- In case of loss due to destruction or damage of goods or cash or valuables deposited by a hotel customer with the Hotel's reception, the Hotel will indemnify such loss except in case of force majeure.
- In case of loss due to willful or negligent destruction or damage of goods or cash or valuables brought into the Hotel by a hotel customer but not deposited with the reception, the Hotel will indemnify such loss. For articles whose kind and value was not in advance declared to the Hotel, the hotel will indemnify a loss up to an amount of ¥150,000.

### Article 16. Storage of hand baggage and personal effects of hotel customers

- If hand baggage has arrived at the Hotel prior to the arrival of a hotel customer, the Hotel will at its responsibility store such baggage subject to its prior consent to do so, and hand the baggage over when the hotel customer checks in at the hotel reception.
- If hand baggage or personal belongings are found to have been left at the Hotel after a hotel customer has checked out, the Hotel will contact the owner when identified and request instructions. Absent instructions of the owner, or in case the owner is not identified, the Hotel will provide storage for seven days including the day on which the item was found, and thereafter deliver the item to the nearest police station.
- Concerning the liability of the Hotel for the storage of hand baggage or personal effects of hotel customers referenced in the previous two Paragraphs, in the case of Paragraph 1 the stipulations of Paragraph 1 of the above Article apply, and in the case of Paragraph 2 those of Paragraph 2 of the above Article.

### Article 17. Responsibility for parked vehicles

For hotel customers using the parking lot of the Hotel, irrespective of whether car keys are deposited, the Hotel provides parking space without assuming responsibility for vehicle administration. However, the Hotel is liable to provide indemnification in case of damage due to intent or negligence regarding vehicle administration.

### Article 18. Liability of the hotel customer

In case of damage to the Hotel caused intentionally or negligently by a hotel customer, the hotel customer will be charged with indemnification of such damage.

#### Appendix 1 :

Calculation of hotel charges, etc. (concerning Article 2, Paragraph 1; Article 3, Paragraph 2, and Article 12, Paragraph 1).

Remarks : Basic room charges are stated on a separate room rate list.

		Charge items
Total hotel charges payable by the hotel customer	Room charges	(i) Basic room charge (room rate) (ii) Service charge (10% of (i) )
	Additional charges	(iii) Charges for food and beverages and other services used (iv) Service charge (10% of (iii) )
	Taxes	Consumption taxes

#### Appendix 2 : Penalties (concerning Article 6, Paragraph 2)

Day when notice of cancellation of agreement was received Number of persons		No show	Booked date	1 day before booked date	9 days before booked date	20 days before booked date
		Under the agreement				
General	Up to 14 persons	1 0 0 %	8 0 %	2 0 %	-	-
Groups	15 to 99 persons	1 0 0 %	8 0 %	2 0 %	1 0 %	-
	100 persons or more	1 0 0 %	1 0 0 %	8 0 %	2 0 %	1 0 %

- Notes
- Percentages indicate penalty amounts as a percentage of basic room charges.
  - If the number of days under agreement has been reduced, a full 1-day penalty (for the first day) will be charged irrespective of the reduced number of days.
  - For partial cancellation of group agreements (15 persons or more), penalties will not be charged for cancellations concerning 10% of the number of hotel customers (fractions will be rounded up) 10 days prior to the booked date (if applications were accepted thereafter, the date of acceptance).