

## ■ TERMS AND CONDITIONS FOR ACCOMMODATION CONTRACTS ■

### [ Scope of Application ]

- Article 1. 1. Contracts for Accommodation and related agreements to be entered into between this Hotel and the Guest to be accommodated shall be subject to these Terms and Conditions. Any particulars not provided for herein shall be governed by laws and regulations and/or generally accepted practices.
2. In cases where the Hotel has entered into a special contract with the Guests, insofar as such special contract does not violate laws and regulations and / or generally accepted practices, notwithstanding the preceding paragraph, 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 the Guest(s) ;
  - (2) Date of accommodation and estimated time of arrival ;
  - (3) Accommodation charges (based, in principle, on the Basic Accommodation Charges listed in Article 19, Table No.1) ; and
  - (4) Other particulars deemed necessary by the Hotel.
2. In cases where the Guest requests, during his/her stay, an extension of accommodation beyond the date(s) in Subparagraph(2) of the preceding paragraph, it shall be regarded as an application for a new accommodation Contract at the time such a request is made.

### [ Conclusion of Accommodation Contracts etc. ]

- Article 3. 1. A Contract for Accommodation shall be deemed to have been concluded when the Hotel has duly Accepted the application as stipulated in the preceding Article.
2. However, the same shall not apply when it has been proven that the Hotel has not accepted the application. When a Contract for Accommodation has been concluded in accordance with the provisions of the preceding paragraph, the Guest is requested to pay an accommodation deposit fixed by the Hotel within the limits of the 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 deposit 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 reparations under Article 18 as applicable, and the remainder, if any, shall be refunded at the time of the payment of the Accommodation Charges as stated in Article 12.
4. When the Guest has failed to pay the deposit by the date as stipulated in paragraph 2, the Hotel shall treat the Accommodation Contract as invalid. However, the same shall apply only in the cases. Where the Guest is thus informed by the Hotel where the period of payment of the deposit is specified.

### [ Special Contracts Requiring No Accommodation Deposit ]

- Article 4. 1. Notwithstanding the provisions of Paragraph 2 of the preceding Article, the Hotel may enter into a special contract requiring no accommodation deposit after the Contract has been concluded as stipulated in the same paragraph.
2. In cases where 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 the application for an Accommodation Contract has been accepted, the Hotel shall be treated as having accepted a special contract as described in the preceding paragraph.

#### **[ Refusal of Accommodation Contract ]**

- Article 5. 1. The Hotel shall have the right not to accept the application for an Accommodation Contract under any of the following circumstances :
- (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/herself in a manner that will contravene the law or act against the public order or good morals in regard to his/her accommodation ;
  - (4) When the person who tries to stay is a specified crime syndicate it, a specified gangster (Hereafter, it is assumed, "Crime syndicate" and "Gangster") it by "Law concerning the prevention of an unjustified act by the gangster etc." (enforcement on March 1, 1992) or is the parties concerned, and other antisocial forces ;
  - (5) When the crime syndicate or the gangster a business is corporation, and other group of the activity, the person who tries to stay ;
  - (6) When the director has the person who corresponds to the gangster in the corporation, the person who tries to stay ;
  - (7) When the person who tries to stay does speech and behavior that causes a remarkable trouble for other those who stay ;
  - (8) When a similar act is admitted to have gone demanding the load that does undue claims that threaten, blackmail, and overpowered violence to accommodations or the accommodations staff by the person who tries to stay or exceeds a reasonable range or before ;
  - (9) When the Guest seeking a accommodation can be clearly detected to be carrying an infectious disease ;
  - (10) When the Hotel is unable to provide accommodation due to natural calamities, malfunction of facilities and/or other unavoidable causes ; or
  - (11) When the Guest seeking accommodation is deemed likely to behave in a manner that will trouble other Guests of this Hotel or behaves in such a manner due to intoxication or other causes.

#### **[ Right to Cancel Accommodation Contracts by the Guest ]**

- Article 6. 1. The Guest is entitled to cancel the Accommodation Contract by so notifying the Hotel.
2. In cases where 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 where the Hotel has requested the payment of the deposit 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 charges as listed in Article 18, Table No. 2.
  3. In cases where the Guest does not appear by 6p.m. on the accommodation date (or 2 hours after the expected time of arrival if the Hotel has been notified of it) without advance notice, the Hotel may regard the Accommodation Contract as being canceled by the Guest.

#### **[ Right to Cancel Accommodation Contracts by the Hotel ]**

- Article 7. 1. The Hotel may cancel the Accommodation Contract under any of the following circumstances :
- (1) When the Guest is deemed liable to conduct and/or has conducted himself/herself in a manner

that will contravene the law or act against the public order and good morals in regard to his/her accommodation ;

(2) When the Guest can be clearly detected to be carrying an infectious disease ;

(3) When the Hotel is unable to provide accommodation due to natural calamities and/or other Causes of force major ;

(4) When the Guest seeking accommodation is deemed likely to behave in a manner that will trouble other Guests of this Hotel or behaves in such a manner due to intoxication or other causes.

(5) When the person who tries to stay is a specified crime syndicate it, a specified gangster (Hereafter, it is assumed, "Crime syndicate" and "Gangster") it by "Law concerning the prevention of an unjustified act by the gangster etc." (enforcement on March 1, 1992) or is the parties concerned, and other antisocial forces ;

(6) When the crime syndicate or the gangster a business is corporation, and other group of the activity, the person who tries to stay ;

(7) When the director has the person who corresponds to the gangster in the corporation, the person who tries to stay ;

(8) When the person who tries to stay does speech and behavior that causes a remarkable trouble for other those who stay ;

(9) When a similar act is admitted to have gone demanding the load that does undue claims that threaten, blackmail, and overpowered violence to accommodations or the accommodations staff by the person who tries to stay or exceeds a reasonable range or before ;

(10) When you do not follow the prohibited matter with rules on use that this hotel provided.

(11) When the Guest does not observe the rules prohibiting certain actions specified under the House Regulations stipulated by the Hotel (restricted to prohibiting dammed necessary in order to Prevent fires) such as smoking in bed, and mischief to the fire fighting facilities.

2. In cases where the Hotel has canceled the Accommodation Contract in accordance with the preceding paragraph, the Hotel shall not be entitled to charge the Guest for any services which he/she has not received.

### [ Registration ]

Article 8. 1. The Guest shall register the following particulars at the Front Desk of the Hotel on the day of Accommodation :

(1) Name, age, sex, address and occupation of the Guest(s) ;

(2) Except in the case of a Japanese national or Japanese resident, nationality, passport number, Port and date of entry in Japan (A photocopy of your passport must be taken when you check-in.)

(3) Date and estimated time of departure ; and

(4) Other particulars deemed necessary by the Hotel.

2. In cases where the Guest intends to pay his/her Accommodation Charges as prescribed in Article 12 by any means other than cash I Japanese currency such as traveler's cheques, coupons or credit cards, such means of payment be shown in advance at the time of registration as described in the preceding paragraph.

### [ Occupancy Hour of Guest Rooms ]

Article 9. 1. The Guest is entitled to occupy the contracted guest room of the Hotel from 2 p.m. on the day of registration until 11 a.m. on the day of departure. The Hotel may, notwithstanding the provisions prescribed in the preceding paragraph, permit the Guest to occupy the room beyond the check out time prescribed in the same paragraph.

2. In such cases, extra charges shall be paid as follows :

- (1) Up to 3 hours : 30% of the room charge ;
- (2) Up to 6 hours : 60% of the room charge ;
- (3) More than 6 hours : 100% of the room charge ;

#### **[ Observance of House Regulations ]**

Article 10. The Guest shall observe the House Regulations by the Hotel which are posted within the premises of the Hotel.

#### **[ Business Hours ]**

Article 11. 1. The business hours of the main facilities of the Hotel are as follows. Those of other facilities shall be notified in detail in brochures provided in the Hotel, notices displayed at various places, and service directories in guest rooms, etc.:

(1) Service hours of Front Desk, Cashier's Desk etc.:

A) Main entrance: 24 hours

B) Money exchange service: 24 hours

2. The business hours specified in the preceding paragraph are subject to temporary changes due to unavoidable circumstances of the Hotel. In such cases, the Guest shall be informed by appropriate means.

#### **[ payment of Hotel Charges ]**

Article 12. 1. The breakdown of the Hotel Charges that the Guest shall pay is as listed in Article 18, Table 1.

2. Hotel Charges as stated in the preceding paragraph shall be paid at the Front Desk at the time of the Guest's departure, or upon request by the Hotel, in Japanese currency or other means as shall be acceptable to the Hotel such as traveler's cheques, coupons or credit cards.

3. Hotel Charges shall be paid even if the Guest voluntarily does not utilize the accommodation facilities once such facilities have been made available to him/her by the Hotel.

#### **[ Liabilities of the Hotel ]**

Article 13. 1. The Hotel shall compensate the Guest for damage if the Hotel has caused such damage to the Guest in the fulfillment or the nonfulfillment of the Accommodation Contract and/or related agreements. However, the same shall not apply in cases where such damage is due to reasons for which the Hotel is not liable.

2. The Hotel conforms to the fire prevention laws and makes every effort to prevent fires. Furthermore, the Hotel is covered by Hotel Liability Insurance in the case of fires and/or other disasters.

#### **[ Arrangement When Unable to Contracted Rooms ]**

Article 14. 1. The Hotel shall, when unable to provide contracted room(s), arrange accommodation of the same standard elsewhere for the Guest as far as practicable with the consent of the Guest.

2. When arrangement of other accommodation 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 provide accommodations due to reasons for which the Hotel is not liable, the Hotel will not pay the compensation fee to the Guest.

### **[ Liabilities of Hotel for Possessions of Guest ]**

- Article 15. 1. The Hotel shall be liable for the loss or destruction of the possessions of Guests only if such loss or destruction is the result of willful or gross negligence by the Hotel or any of its employees. The Hotel shall be liable to the Guest for the loss or damage of the possessions of the Guest to an amount limited to the fair market value of such possessions or ¥150,000, whichever is lower. In certain cases the Hotel may accept liability for items with a higher value if a written request detailing the nature and value of such possession is received and accepted.
2. The Hotel will not keep money, negotiable instruments, jewelry, important documents and any other items which have substantial monetary value. Hotel safe deposit boxes are available. The Hotel shall be liable to Guests for the loss or damage of such valuables to an amount limited to ¥300,000 per period of room rental except in the case of a natural disaster.

### **[ Custody of Baggage and/or Belongings ]**

- Article 16. 1. When the baggage of the Guest is brought into the Hotel before his/her arrival, the Hotel shall be liable to keep it and to hand it over to the Guest at the Front Desk at the time of his/her check-in only if the Hotel has agreed to do so in advance.
2. When the owner turns out when luggage or the hand baggage leaves it behind at the Hotel after the checkout, the hotel guest assumes the one to contact an owner concerned and to request the instruction. It keeps it for seven days including the discovery day, and however, it comes near most and it delivers it to the police afterwards when the owner is not directed or the owner doesn't turn out.
3. The Hotel's liability in regard to the custody of the Guest's baggage or belongings in the case of the preceding paragraph shall be assumed in accordance with the provisions of the preceding Article.

### **[ Liabilities in Regard to Parking ]**

- Article 17. The Hotel shall not be liable for the custody of any vehicle belonging to the Guest when the Guest utilizes the parking lot in the Hotel, whether the key of the vehicle has been deposited with the Hotel or not, as the Hotel merely offers the space for parking. However, the Hotel shall compensate the Guest for any damage caused through intention or negligence on the part of the Hotel in regard to the management of the parking lot.

### **[ Exemption Matters ]**

- Article 18. I will assume the one done in the responsibility of the customer because it uses the Internet from The Hotel. When it is possible to interrupt by the system failure etc. while using the Internet, and to suffer, The Hotel doesn't assume the responsibility at all. Moreover, when damage is caused by the act judged that the Hotel is improper in The Hotel and others, the damage might be compensated to the use of the Internet.

### **[ Liabilities of the Guest ]**

- Article 19. The Guest shall compensate the Hotel for any damage caused through intention or negligence on the part of the Guest.

Attached Table 1: Break-down of Hotel Charges (Ref. Paragraph 1 of Article 2)

		Contents
Total amount to be paid by the guest	Accommodation charges	(1) Basic accommodation charge (room charge + dinner + breakfast)
	Additional charges	(2) Food, beverage and other expenses
	Taxes	(3) Consumption tax (4) Bathing tax

1. The basic accommodation charges are based on the tariffs which are posted on the homepage
2. Child fees apply to children 7 years and under.
  - (1) Child between 7–12 years old: 70% of adult fee / same meal and bedding as adults.
  - (2) Child between 3–6 years old: 50% of adult fee / children's meal and bedding.
  - (3) Child between 1–2 years old: 7,700 yen / with admission fee and bedding, without meals.
  - (4) Child between 1–2 years old: 4,400 yen / with admission fee, without meals and bedding.
  - (5) Infant under the age of 1, free of charge, no admission fee, without meals and bedding.

Attached Table 2: Cancellation charges (Ref. paragraph 2 of article 6)

		Contracted number of guests			
		1 to 14	15 to 30	31 to 100	over 101
The date cancellation of contract is notified	No show	100%	100%	100%	100%
	Accommodation day	100%	100%	100%	100%
	1 day prior to accommodation day	80%	80%	80%	80%
	2 to 5 days prior to accommodation day	30%	30%	30%	30%
	6 days prior to accommodation day	10%	20%	20%	25%
	7 days prior to accommodation day	10%	10%	20%	25%
	8 to 14 days prior to accommodation day	10%	10%	10%	15%
	15 to 30 days prior to accommodation day	-	-	-	10%

1. Conditions may be different when applying through a travel agency or internet agent.
2. Special plans with specific cancellation conditions will be given priority.
3. The percentages indicate the rate of the cancellation charge applied to the basic accommodation charge.
4. A cancellation fee will apply in cases when the number of contracted days is shortened, which is based on the conditions of the date the cancellation is notified.
5. In the case of partial cancellation of a group booking (over 15 persons), cancellations of 10% or less of the total number of expected guests (fractions will be rounded to the next whole number) will not be subject to a cancellation charge provided the hotel is notified at least 10 days prior to occupancy (or on the day of the hotels acceptance of the accommodation contact).