

Terms and Conditions for Accommodation Contracts

Scope of Application

Article1.

1. Accommodation Contracts 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 generally accepted practices.
2. In the case where the Hotel has entered into a special contract with the Guest insofar as such special contract does not violate laws and regulations and generally accepted practices, notwithstanding the preceding Paragraph, the special contract shall prevail.

Application for Accommodation Contracts

Article2.

1. When applying for an Accommodation Contract, the Guest can apply from the first day of the month which includes the date 6 months before the date of accommodation.
2. In the preceding Paragraph, the Guest who intends to make an application for an Accommodation Contract with the Hotel, shall notify the Hotel of the following particulars:
 - (a) Name of the Guest(s);
 - (b) Date of accommodation and estimated time of arrival; and
 - (c) Other particulars considered necessary by the Hotel.
3. In the case when the Guest requests, during the stay, an extension of the accommodation beyond the date in subparagraph (2)(b) of the preceding Paragraph, it shall be regarded as an application for a new Accommodation Contract at the time such request is made.

Conclusion of Accommodation Contracts

Article3.

1. An Accommodation Contract shall be deemed to have been entered when the Hotel has duly accepted the application as stipulated in the preceding Article. However, the Hotel may not accept the application of an Accommodation Contract under any of the following cases:
 - (a) When the application for accommodation does not conform with the provisions of these Terms and Conditions;
 - (b) When the Hotel is fully booked and no room is available;
 - (c) When the Guest seeking accommodation is considered likely to behave in violation of the laws, the public order or good morals in regard to the accommodation;
 - (d) When the Hotel considers that any of the following cases applies to the Guest seeking accommodation:
 - (i) The Guest seeking accommodation is an organized crime group as stipulated

in Article 2(ii) of the “Act on Prevention of Unjust Acts by Organized Crime Group Members” (hereinafter referred to as an “Organized Crime Group”), a member of an Organized Crime Group as stipulated in Article 2(vi) of the same law (hereinafter referred to as a “Gangster”), a quasi member or a related person of an Organized Crime Group, or any other anti-social force;

- (ii) The Guest seeking accommodation is a member of a corporate entity or any other group whose business activities are controlled by an Organized Crime Group or a Gangster;
 - (iii) The Guest seeking accommodation is a corporate entity or any other group which has an executive who is a Gangster;
- (e) When the Guest seeking accommodation can be clearly detected as carrying an infectious disease;
 - (f) When the Guest seeking accommodation (i) has committed acts of violence, intimidation, extortion, or has made unreasonable demands in an overbearing manner against the Hotel or its staff, (ii) has requested the Hotel or its staff to assume an unreasonable burden, or (iii) has conducted acts which are similar to (i) or (ii) above in the past;
 - (g) When the Guest seeking accommodation has acted in a manner which would cause significant inconveniences to other accommodated guests;
 - (h) When the Guest does not observe prohibited actions such as smoking in bed, mischief to the fire-fighting equipment and other prohibitions of the Hotel Regulations stipulated by the Hotel relating to the prevention of fires;
 - (i) When the Hotel is unable to provide accommodation due to natural disasters, dysfunction of the facilities and / or other unavoidable causes; or
 - (j) When any of the laws, ordinances and other regulations issued by a local government such as governments of Tokyo and other prefectures where the Hotel is located is applicable.
2. When an Accommodation Contract has been entered in accordance with the provisions of the preceding Paragraph, the Guest is required to pay an accommodation deposit determined by the Hotel within the limits of Basic Accommodation Charges covering the Guest's entire period of stay by the date designated by the Hotel. Provided, however, that, if the Guest stays more than 3 days, the amount of the deposit shall be such accommodation charges for 3 days.
Basic Accommodation Charges include Room charge, Dinner and Breakfast without Consumption tax or Hot spring tax.
 3. The deposit shall be firstly used for the Accommodation Charges in total to be paid by the Guest, then secondly for the cancellation charges under Article 5 and thirdly for the compensations under Article 17 as applicable, and the remainder, if any, shall be refunded at the time of the payment of the Accommodation Charges as stated in Article 11.
 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, this shall apply only in the case where the Hotel has informed the Guest of such treatment at designating the date when the deposit is to be paid.

Special Contracts Requiring No Accommodation Deposit

Article4.

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 Accommodation Contract has been entered.
2. In the case when the Hotel has not requested the payment of the deposit as stipulated in Paragraph 2 of the preceding Article or has not designated the date of the payment of the deposit at the time the application for the Accommodation Contract has been accepted, it shall be treated as though the Hotel has accepted a special contract prescribed in the preceding Paragraph.

Right to Cancel Accommodation Contracts by the Guest

Article5.

1. The Guest is entitled to cancel the Accommodation Contract by so notifying the Hotel.
2. In a case where the Guest does not appear by 6 p.m. of the accommodation date (or after the lapse of 3 hours after the expected time of arrival where the Hotel is notified beforehand) without an advance notice, the Hotel may regard the Accommodation Contract as being cancelled by the Guest and may handle it accordingly.
3. In the case where the Guest has cancelled the Accommodation Contract in whole or in part due to causes for which the Guest is liable, the Guest shall pay cancellation charges as listed in the Attached Table No.1; however, in the case where a special contract as prescribed in Paragraph 1 of Article 4 has been entered, the same shall apply only when the Guest is informed of the obligation of the payment of cancellation charges at the time the special contract was entered.

Right to Cancel Accommodation Contract by the Hotel

Article6.

1. The Hotel may cancel the Accommodation Contract under any of the following cases:
 - (a) When the Guest is considered likely to behave or considered to have behaved in violation of the laws, the public order or good morals in regard to the accommodation;
 - (b) When the Hotel considers that any of the following cases applies to the Guest:
 - (i) is an Organized Crime Group, is a Gangster, a quasi member or a related person of an Organized Crime Group, or any other anti-social force;
 - (ii) is a member of a corporate entity or any other group whose business activities are controlled by an Organized Crime Group or a Gangster;
 - (iii) is a corporate entity which has an executive who is a Gangster;

- (c) When the Guest can be clearly detected as carrying an infectious disease;
 - (d) When the Guest has requested the Hotel to assume an unreasonable burden;
 - (e) When the Guest does not observe prohibited actions such as smoking in bed, mischief to the fire-fighting equipment and other prohibitions of the Hotel Regulations stipulated by the Hotel;
 - (f) When the Hotel is unable to provide accommodation due to natural disasters or due to other causes arising out of force majeure; or
 - (g) When any of the laws, ordinances and other regulations issued by a local government such as governments of Tokyo and other prefectures where the Hotel is located is applicable.
2. In the case when the Hotel has cancelled the Accommodation Contract in accordance with the preceding Paragraph, the Hotel will not be entitled to charge the Guest for any of the services that the Guest has not received.

Registration

Article 7.

1. The Guest shall register the following particulars at the front desk of the Hotel on the day of accommodation:
- (a) Name, age, sex, address and occupation of the Guest(s);
 - (b) In case of a foreign guest, nationality, passport number, port and date of entry in Japan;
 - (c) Date and estimated time of departure; and
 - (d) Other particulars considered necessary by the Hotel.
2. In the case when the Guest intends to pay his Accommodation Charges prescribed in Article 11 by any means other than Japanese currency, such as by credit cards, these credentials shall be shown in advance of the time of the registration prescribed in the preceding Paragraph.

Occupancy Hours of Guest Rooms

Article 8.

1. The Guest is entitled to occupy the contracted guest room of the Hotel from 3:00 p.m. on the first date of the accommodation to 10:00 a.m. on the last date of the accommodation.
2. If the Guest requests to extend the time prescribed in the preceding Paragraph, the Hotel may permit the Guest to occupy the room beyond such time if the room is available. In this case, extra charges shall be paid. If such request is made on the last date of the accommodation, the Hotel may request payment of the Accommodation Charges for the accommodation term before the extension.

Observance of House Regulations

Article 9.

The Guest shall observe the House Regulations stipulated by the Hotel when within the premises of the Hotel.

Business Hours

Article 10.

1. The business hours of the main facilities of the Hotel are as follows, and the business hours of other facilities will be offered in detail by way of brochures and notices provided, or displayed in the Hotel:
 - (a) Closing time: The front door and doors to other entrances and exits are locked at XX:XX p.m. *
 - (b) Service hours of front desk and its services: XX:XX a.m. to XX:XX p.m. *
 - (c) Service hours at facilities for dining and drinking:
 - (i) Breakfast: ¥¥:¥¥ a.m. - ¥¥:¥¥a.m. *
 - (ii) Lunch: ¥¥:¥¥ a.m. - ¥¥:¥¥ p.m. *
 - (iii) Dinner: ¥¥:¥¥ p.m. - ¥¥:¥¥ p.m. *
2. The business hours specified in the preceding Paragraph are subject to temporary changes due to unavoidable circumstances and in any event, the Guest will be informed by appropriate means.

**[Note: These times differ according to the respective Hotel a Guest stays at.]*

Payment of Accommodation Charges

Article 11.

1. The breakdown of the Accommodation Charges and other costs that the Guest shall pay is listed in the Accommodation Charge Schedule.
2. Accommodation Charges and other costs as stipulated in the preceding Paragraph shall be paid with Japanese currency or by any means other than Japanese currency such as credit cards permitted by the Hotel at the front desk at the time of the departure of the Guest or upon request by the Hotel.
3. The Hotel may require the Guest to pay Accommodation Charges even if the Guest voluntarily does not stay at the accommodation facilities provided for their disposal.

Liabilities of the Hotel

Article 12.

The Hotel shall compensate the Guest for the damage if the Hotel has violated the Accommodation Contract or other related agreements and such damage has been caused due to the violation. However, this will not apply when such damage has been caused due to any reason not attributable to the Hotel.

Handling When Unable to Provide Contracted Rooms

Articles 13.

1. The Hotel shall, when unable to provide contracted rooms, arrange accommodation of

the same standard else-where for the Guest insofar as it is practicable with the consent of the Guest.

2. When arrangement for other accommodation cannot be made notwithstanding the provisions of the preceding Paragraph, the Hotel shall pay the Guest a reparation fee equivalent to the accommodation charges for the contract period and the reparation fee shall be applied to the compensation. If the Hotel cannot provide accommodation due to any reasons not attributable to the Hotel, the Hotel shall not compensate the Guest.

Handling of Deposited Articles

Article14.

1. The Hotel shall compensate the Guest for the damage 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 has occurred due to force majeure. However, in the case of cash and valuables of which the kind and value has not been clearly reported by the Guest at the Hotel's request, the Hotel shall compensate the Guest within the limits of 150,000 yen.
2. The Hotel shall compensate the Guest for the damage when loss, breakage or other damage is caused, intentionally or negligently on part of the Hotel, to the goods, cash or valuables which are brought into the premises of the Hotel by the Guest but are not deposited at the front desk. However, in the case of the goods, cash or valuables of which the kind and value has not been clearly reported in advance by the Guest, the Hotel shall compensate the Guest within the limits of 50,000 yen, except in the case where the loss or damage was caused intentionally or by gross negligence on the part of the Hotel.

Custody of Baggage and / or Belongings of the Guest

Article15.

1. When the baggage of the Guest is brought into the Hotel before their arrival, the Hotel shall be responsible 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 their check-in.
2. When the baggage or belongings of the Guest is found left behind after their check-out, and the ownership of such baggage or belongings is confirmed, the Hotel shall inform the owner and ask for further instructions. When no instruction is given to the Hotel by the owner or when the ownership is not confirmed, the Hotel shall turn it over to the nearest police station in accordance with the Lost Goods Law.
3. The Hotel's responsibility 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 Article 14 in the case of Paragraph 1, and with the provisions of Paragraph 2 of Article 14 in the case of Paragraph 2.

Liability in Regard to Parking

Article 16.

The Hotel shall not be liable for the custody of the vehicle of the Guest when the Guest uses the parking lot within the premises of the Hotel, as is shall be regarded that the Hotel simply offers the space for parking, regardless of whether the key of the vehicle has been deposited to the Hotel or not. The Hotel shall compensate the Guest for the damage caused by intention or negligence on the part of the Hotel in regard to the management of the parking lot.

Liability of the Guest

Article 17.

The Guest shall restore to its original condition without delay and compensate the Hotel for damage such as loss, breakage and stains due to any reason which is attributable to the Guest.

Handling of Assistance Dogs

Article 18.

Guests who use guide dogs, service dogs, and hearing assistance dogs (hereinafter referred to as the “**Assistance Dogs**”) will use the Hotel subject to the following conditions:

1. When entering the Hotel, the Guest might be requested to show their ID card if needed;
2. In cases where there is a possibility of damage to the Hotel, or infliction of any inconvenience to the other Guests, the Guest might be denied entry into the Hotel;
3. The preceding Paragraph would be applied in cases where damages such as breakage and stains to the Hotel are caused by Assistance Dogs;
4. The Guest shall act accordingly with Article 12, Article 13, and Article 22 of the Act on Assistance Dogs for Physically Disabled Persons.

Attached Table No.1

Cancellation Charge for Hotels

Date When Cancellation of Contract is Given Contracted Number of Guests	No Show	Accommodation Day	1 Day Prior to Accommodation Day	9 Days Prior to Accommodation Day	20 Days Prior to Accommodation Day
1 to 14	100%	80%	20%		
15 to 99	100%	80%	20%	10%	
100 and more	100%	100%	80%	20%	10%

Remarks:

1. The percentage signifies the rate of cancellation charge to the Basic Accommodation Charges.
2. When the number of the days contracted is shortened, cancellation charge for its first day shall be paid by the Guest regardless of the number of days shortened.

3. When part of a group booking (for 15 persons or more) is cancelled, the cancellation charge shall not be charged for the number of persons equivalent to 10% (with fractions rounded up as an integral number) of the number of persons booked as of 10 days prior to the occupancy (or, as of the booking date if accepted less than 10 days prior to the occupancy).