

# Terms And Conditions

## For Accommodation Contracts

### ART.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 practice.
2. In any case when the hotel has entered into a special contract with the guest, as such special contract does not violate laws and regulations and generally accepted practices, notwithstanding the preceding paragraph, such special contract shall take precedence over the provisions of these Terms and Conditions.

### ART.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 (as listed in the attached Table No. 1.)

(4) a Name of the person who made the reservation

b Name and contact number of the person paying the bill, if any

(5) Other particulars deemed necessary by the hotel.

2. In case of the guest requesting, during their stay, extension of the accommodation beyond the date in subparagraph (2) of the preceding paragraph, it shall be regarded as an application for a new Accommodation Contract at the time such request is made

### ART.3

1. An Accommodation Contract shall be deemed to have been concluded when the hotel has duly accepted the application as stipulated in the preceding Article. However, the same shall not apply when it can be proven 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 may be required 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 by the data 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 any cancellation charges under Article 6 and thirdly for any reparations under Article 18 as applicable, and the remainder, if any, shall be refunded at the time of payment of the Accommodation Charges as stated in Article 12.
4. When the guest has failed to pay the deposit by the date stipulated in Paragraph 2, the hotel shall treat the Accommodation Contract as invalid. However, the same shall apply only in the event that the guest is thus informed by the hotel when the period of the payment of the deposit is specified. (Except for Special Contracts requiring no Accommodation Deposit)

#### ART.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 the case when the hotel has not requested the payment of the deposit as stipulated in Paragraph 2 of the preceding Article and/or has not specified the date of the payment of then deposit at the time the application for an Accommodation Contract has been accepted, it shall be treated as though the hotel has accepted a special contract prescribed in the preceding paragraph.

#### ART.5

The hotel may not accept the conclusion of an Accommodation Contract under any of the following cases:

- (1) When the application for accommodation does not conform with the provisions of these Terms and Conditions;
- (2) When there are no rooms available due to full occupancy;
- (3) When the guest seeking accommodation is deemed liable to conduct himself in a manner that will contravene the law or act against the public order or good morals in regards to his accommodations.
- (4) When the guest seeking accommodation is considered to be corresponding to the following (a) to (c):
  - (a) The law in respect to prevention against illegal actions by gang members (1991 Law item 77) stipulated article 2 item 2 (hereinafter referred to as "gang group"), gang member stipulated by the same law article 2 item 6 (hereinafter referred to as "gang member"), gang group semi-regular members or gang member related persons and other anti-social forces.

- (b) When gang group or gang members are associates of corporations or other bodies to control business activities.
- (c) When a corporate body has related person to gang members.

(5)When the guest seeking accommodation appears to conduct, or in fact conducts himself in a disorderly manner, disturbs or annoys other guests or especially when the guest is heavily intoxicated;

(6)When the guest seeking accommodation can be clearly detected as carrying an infectious disease;

(7)When the hotel is required to assume unreasonable burden or a violent action is carried out in regard to his accommodation;

(8)When the hotel is unable to provide accommodation due to natural calamities, dysfunction of the facilities or any other unavoidable causes;

AR T.6

1.The guest is entitled to cancel the Accommodation Contract by notifying the hotel.

2.In the case when the guest has cancelled the Accommodation Contract in whole or in part due to causes for which the guest is liable (except in the case when the hotel has requested the payment of the deposit during the specified period as prescribed in Paragraph 2 of Article 3 and the guest has cancelled before the payment), the guest shall pay cancellation charges.

(as listed in the Attached Table No. 2)

3.In the case when a special contract as prescribed in Paragraph 1 of Article 4 has been concluded, the same shall apply only when the guest is informed of the obligation of the payment of the cancellation charges in case of cancellation by the guest.

4.In the case when the guest does not appear by 11:59pm of the accommodation date (9 hours after the expected time of arrival if the hotel is notified of it) without advance notice, the hotel may regard the Accommodation Contract as being cancelled by the guest.

AR T.7

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 have 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 is clearly considered to be corresponding to the following (a) to (c):

- (a) Gang group, gang group semi-regular members or gang member related persons and other anti-social forces.
- (b) When the corporate body or other organization where gang groups or gang members control business activities.
- (c) In a corporate body which has persons relevant to gang member in its board member.

(3)When the guest seeking accommodation appears to conduct, or in fact conducts himself in a disorderly manner, disturbs or annoys other guests or especially when the guest is heavily intoxicated;

(4)When the guest seeking accommodation can be clearly detected as carrying an infectious disease;

(5)When the hotel is required to assume unreasonable burden or a violent action is carried out in regard to his accommodation;

(6)When the hotel is unable to provide accommodation due to natural calamities, dysfunction of the facilities or any other unavoidable causes;

(7)When the guest does not observe prohibited actions such as smoking in the room and other prohibitions of the Use Regulations stipulated by the hotel (restricted to particulars deemed necessary for fire prevention).

2.In the case when the hotel has cancelled the Accommodation Contract in accordance with the preceding paragraph, the hotel shall not be entitled to charge the guest for any of the services in the future during the contractual period which has not been received.

#### ART.8

1. The guest shall register the following particulars at the front desk of the hotel on the day of the accommodation:

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

(2)Except Japanese nationality, passport number, port and date of entry into Japan;

(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 Accommodation Charges prescribed in Article 12 by any means other than Japanese currency, such as traveler's checks, foreign

currency, coupons or credit cards, these credentials shall be shown in advance at the time of registration prescribed in the preceding paragraph.

3.Proof of passport upon check-in

AR T.9

1.The guest is entitled to occupy the contracted guestroom of the hotel from 3:00pm. to noon on the following day. However, in the case when the guest is accommodated continuously, the guest may occupy it all day long, except for the days of arrival and departure.

2.The hotel may, notwithstanding the provisions prescribed in the preceding paragraph, permit the guest to occupy the room beyond the time prescribed in the same paragraph.

In this case, extra charges shall be paid as follows:

1. 11:00 - 15:00 20% of the rate of the previous day
2. 15:00 - 18:00 70% of the rate of the previous day
3. 15:00 - 18:00 100% of accommodation fee of the day

AR T.10

The guest shall observe the Use Regulations established by the hotel, which are posted within the premises of the hotel.

AR T.11

1.The business hours of the main facilities of the hotel shall be notified in detail by brochures as provided, service directories in guestrooms and others.

(1)Service hours are shown in the facilities.

(2)The business hours specified in the preceding paragraph may be subject to temporary changes due to unavoidable causes within the hotel. In such case, guests shall be informed through appropriate means.

AR T.12

1.The breakdown and method of calculation of the Accommodation Charges, etc., that the guest shall pay is as listed in the attached Table No. 1.

2.Accommodation Charges, etc., as stated in the preceding paragraph shall be paid with Japanese currency or by any means other than Japanese currency such as traveler's checks, foreign currency, coupons or credit cards recognized by the hotel at the front desk at the time of the departure of the guest or upon request by the hotel.

3.Accommodation Charges shall be paid even if the guest voluntarily does not utilize the accommodation facilities provided by the hotel.

AR T.13

- 1.The hotel shall compensate the guest for the 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 when such damage has been caused due to reasons for which the hotel is not liable.
- 2.Even though the hotel has received the “Pass Mark” (Certificate of Excellence Fire Prevention Standard issued by the fire station), the hotel is also covered by Liability Insurance in order to deal with unexpected fires and/or other disasters.

AR T.14

- 1.The hotel shall, when unable to provide contracted rooms, arrange accommodation of the same standard elsewhere for the guest insofar 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 accommodation due to causes for which the hotel is not liable, the hotel shall not compensate the guest.

AR T.15

- 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 cashier counter by the guest,  
  
except in the case when this has occurred due to causes of forced nature. 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 up to a maximum of 300,000 yen.
- 2.The hotel shall compensate the guest for the damage when loss, breakage or 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 the hotel by the guest but are not deposited in a safety deposit box. However, for articles of which the kind and value has not been reported in advance by the guest, the hotel shall compensate the guest only up to a maximum of 300,000 yen, except in case where loss or damage was caused intentionally or by negligence on the part of the hotel.

AR T.16

- 1.When the baggage of the guest is brought into the hotel before his 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 in his room at the time of his check-in.
- 2.When the baggage or belongings of the guest is found left after his check-out, and the ownership of the article is confirmed, the hotel shall inform the owner of the article left 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 will follow the guidelines stipulated in the ‘Lost Goods Act’.

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 case of Paragraph 2.

ART.17

The hotel shall not be liable for the custody of the vehicle of the guest when the guest utilizes the parking lot within the premises of the hotel, as it shall be regarded that the hotel simply offers the space for parking, whether the key of the vehicle has been deposited with the hotel or not. However, the hotel shall compensate the guest for the damage caused through intention or gross negligence on the part of the hotel in regard to the management of the parking lot.

ART.18

The guest shall compensate the hotel for any damage caused through the intention or negligence on the part of the guest.

T T A C H E D T A B L E N O . 1 .

Calculation method for Accommodation Charges, etc., for the hotel (Ref. Paragraph 1 of Article 2, Paragraph 2 of Article 3 and Paragraph 1 of Article 12).Tax is subject to prevailing tax law.

<i>Contents</i>	<i>Calculation</i>
1. Basic Accommodation Charge	
2. Service Charge	10%
3. SA Sales Tax (on Accommodation Charge incl. Service Charge)	10%
4. Meals, Drinks and Other Expenses	
5. Service Charge	10%
6. SA Sales Tax (on Meal, Drinks and Other Expense incl. Service Charge)	10%

Children policy: Free for under 7 years old to share the bed with parents and breakfast. For Child(ren) breakfast, it is free if and only if the booking is a breakfast package.

A T T A C H E D T A B L E N O . 2 .

#### Cancellation Charge for Hotels

Cancellation policy is different depending on rate plans.

1. Best rate: Free to cancel until 1 day prior to check-in.

2. Early booking and long stay:
  - Free to cancel for 22 days prior to check-in.
  - 4-21 days prior to check-in: if cancel, 30% of total accommodation fee will be charged.
  - 0-3 days prior to check-in: if cancel, 100% of total accommodation fee will be charged.
3. Special event rate (inclusive of breakfast): non-refundable.

REMARKS RE. AT TA CHED TAB LE N O . 2:

1. The percentage signifies the rate of cancellation charge to the Basic Accommodation Charges.
2. When the number of days contracted is shortened, a cancellation charge for its first day shall be paid by the guest regardless of the number of days shortened.
3. Additional charge may apply for specific periods.
4. Group Reservation cancellations may incur additional charges to those outlined above, as stipulated in the group contract.

HOUS E REGULATI O NS

In order to assure you and all of our guests a secure and pleasant stay with us, we have established the following regulations governing the usage of our facilities, in accordance with Article 10 of the Terms and Conditions for Accommodation Contracts, published by the Japanese Ministry

of Transportation. When these regulations and policies are not observed, we may be obliged to refuse permission for continued occupancy of guestrooms or usage of other facilities. Kindly note that guests may also be held liable for damages caused to the hotel by non-observance of these regulations.