

## Terms and Conditions for Accommodation Contracts

### (Scope of Application)

**Article 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. And any particulars not provided for herein shall be governed by laws and regulations and / or generally accepted practices.

(2) In the case when 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 take precedence over the provisions of these Terms and Conditions.

### (Application for Accommodation Contracts)

**Article 2.** 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 the Attached Table No.1.); and
- (4) Other particulars deemed necessary by the Hotel.

(2) In the case when the Guest requests, during his 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.

### (Conclusion of Accommodation Contracts, etc.)

**Article 3.** 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. However, the same shall not apply when it has been proved that the Hotel has not accepted the application.

(2) 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 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 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 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 case where the Guest is thus informed by the Hotel when the period of payment of the deposit is specified.

**(Special Contracts Requiring No Accommodation Deposit)**

**Article 4.** 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 the deposit at the time the application for an Accommodation Contract has been accepted, it shall be treated as that the Hotel has accepted a special contract prescribed in the preceding Paragraph.

**(Refusal of Accommodation Contracts)**

**Article 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 the Hotel is fully booked and no room is available;
- (3) When the Guest seeking accommodation 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) When the Guest seeking Accommodation can be clearly detected as carrying an infectious disease;
- (5) When the Hotel is requested to assume an unreasonable burden in regard to his accommodation;
- (6) When the Hotel is unable to provide accommodation due to natural calamities, disfunction of the facilities and / or other unavoidable causes; or
- (7) When a person requesting Hotel accommodations, is obviously intoxicated and could cause annoyance to other Guests or when a person is behaving in such a manner as to be an annoyance to other Guests. (The Tokyo Metropolitan Ordinance)

**(Right to Cancel Accommodation Contracts by the Guest)**

**Article 6.** The Guest is entitled to cancel the Accommodation Contract by so 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. However, 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.
- (3) In the case when the Guest does not appear by 8:00 pm of the accommodation date (2 hours after the expected time of arrival if the Hotel is notified of it) without an advance notice, the Hotel may regard the Accommodation Contract as being cancelled by the Guest.

**(Right to Cancel Accommodation Contracts by the Hotel)**

**Article 7.** 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 can be clearly detected as carrying 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 accommodation due to natural calamities and / or other causes of force majeure;
  - (5) When a person requesting Hotel accommodations, is obviously intoxicated and could cause annoyance to other Guests or when a person is behaving in such a manner as to be an annoyance to other Guests (The Tokyo Metropolitan Ordinance);
  - (6) When the Guest does not observe prohibited actions in Regulations stipulated by the Hotel.
- (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 he has not received.

**(Registration)**

**Article 8.** 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 Japanese, nationality, passport number, port and date of entry in Japan;
- (3) Date and estimated time of departure; and
- (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 coupons or credit cards, these credentials shall be shown in advance at the time of the registration prescribed in the preceding Paragraph.

**(Occupancy Hours of Guest Rooms)**

**Article 9.** The Guest is entitled to occupy the contracted Guest room of the Hotel from 2:00 pm to the next day at 11:00 am. 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:

**<Late Check-Out>**

Check-Out Time	~12:00	~13:00	~14:00	~15:00	~16:00	~17:00	~18:00	18:00~
Floor								
9Fl.~38Fl.	¥1,000	¥2,000	¥3,000	¥4,000	¥5,000	¥6,000	¥7,000	One night charge
Excellency Floor	¥2,000	¥3,000	¥4,000	¥5,000	¥6,000	¥7,000	¥8,000	One night charge

**<Early Check-In>**

Check-In Time	13:00~	12:00~	11:00~	10:00~	9:00~	8:00~	~8:00
Floor							
9Fl.~38Fl.	¥1,000	¥2,000	¥3,000	¥4,000	¥5,000	¥6,000	One night charge
Excellency Floor	¥2,000	¥3,000	¥4,000	¥5,000	¥6,000	¥7,000	One night charge

**(Observance of Use Regulations)**

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

**(Business Hours)**

**Article 11.** The available hours of the main facilities are as follows, and the other facilities available hours are notified by brochures as provided, notices displayed in places, and service directories in each Guest rooms, etc.

Front Desk	24hrs.
Bell Captain	24hrs.
Housekeeper	7:30~22:00
(Room Cleaning)	9:30~16:00
Operator	24hrs.
Room Service	6:30~24:00

(2) The business hours specified ahead are subject to temporary changes due to unavailable causes of the Hotel. In such case, the Guest will be informed by appropriate means.

**(Payment of Accommodation Charges)**

**Article 12.** The breakdown 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 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 for him by the Hotel and are at his disposal.

**(Liabilities of the Hotel)**

**Article 13.** 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 case when such damage has been caused due to reasons for which the Hotel is not liable.

(2) Our Hotel is covered by the Hotel liability insurance to cope with emergencies in the case of fire, etc.

**(Handling when Unable to Provide Contracted Rooms)**

**Article 14.** 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.

**(Handling of Deposited Articles)**

**Article 15.** 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 causes of force majeure. However, for cash and valuables, when the Hotel has requested the Guest to report its kind and value but the Guest has failed to do so, the Hotel shall compensate the Guest within the limits 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 at the front desk. However, for articles of which the kind and value has not been reported in advance by the Guest, the Hotel shall compensate the Guest within the limits of 300,000 yen, except in case where 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)**

**Article 16.** When the baggage of the Guest is brought to 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 at the front desk 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 owner 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 owner is not confirmed, we will take the same actions as stated on the 2, Valuable, Checked Articles and Left Belongings, from of “House Regulations”.
- (3) The Hotel’s liability in regard to the custody of the Guest’s baggage and belongings are, the provisions of paragraph 1 of the Preceding Article in the case of Paragraph 1, and with the previsions of the previous details are in the case of Paragraph 2.
- (4) The Hotel shall keep the forgotten item for a long period of time if the Guest requested, although it will be charged by the Guest. Please inquire the Bell Captain Desk for more information.

**(Liability in Regard to Parking)**

**Article 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 to the Hotel or not. However, the Hotel shall compensate the Guest for the damage caused through intention or negligence on the part of the Hotel in regard to the management of the parking lot.

**(Liability of the Guest)**

**Article 18.** The Guest shall compensate the Hotel for the damage caused through intention or negligence on the part of the Guest.

**Attached Table No.1: The Breakdown of the Accommodation and Other Charges.**

(Ref. Paragraph 1 of Article 2 and Paragraph 1 of Article 12.)

		Contents
Total Amount to be paid by the Guest	Accommodation Charges	(1) Basic Accommodation Charge (Room Charge) (2) Service Charge[(1)×10%]
	Extra Charges	(3) Meals, Drinks and Other Expenses (4) Other Expenses Followed by Accommodation (5) Service Charge[(3)×10%]
	Tax	National Consumption Tax

**Attached Table No.2: Cancellation Charge.**

(Ref. Paragraph 2 of Article 6.)

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

**Remarks:**

1. The percentages signifies the rate of cancellation charge to the Basic Accommodation Charges.
2. When the number of 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% of the number of persons booked as of 10 days prior to the occupancy (When accepted less than 10 days prior to the occupancy, as of the date.) with fractions counted as a whole number.
4. In the event of a termination of agreement concerning a section of the products for which this hotel is the promoter, penalties will not be limited to those in the Attached Table No.2. However, penalties will only apply when the party to the agreement has been notified in advance.