

## 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) Guest's name, registered address, and telephone number (or mobile phone number)
  - (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 that, during their stay, a Guest requests an extended stay beyond the period of stay specified in item 2 of the preceding paragraph, the Hotel will treat the request in the same way as an application for a new Accommodation Contract at the time that the request is made.
- (3) Personal information obtained by the Hotel will be used in accordance with the "Handling of Personal Information," separately stipulated by the Hotel.

### (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.

**(Request for cooperation with infection prevention measures at facilities)**

**Article 4-2.** In accordance with the provisions of Article 4-2, Paragraph 1 of Hotel and Ryokan Management Law (Law No. 138 of 1948), the Hotel may request the cooperation of those seeking Accommodations.

**(Refusal of Accommodation Contracts)**

**Article 5.** The Hotel may refuse the conclusion of an Accommodation Contract in any of the following cases. However, this paragraph does not mean that the Hotel may refuse a Guest accommodations in cases other than those listed in Article 5 of Hotel and Ryokan Management Law:

- (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 person seeking accommodations is deemed to fall under any of A to C below;
    - (A) BOURYOKUDANs designated as such by the provisions of Article 2, Item 2 of the “Law concerning the Prevention of Illegal Acts etc. By Members of Bouryokudan” (Law No. 77 of 1992) (hereinafter referred to as "gangster organizations"), members of gangster organizations designated as such by the provisions of Article 2, Item 6 of the same Law (hereinafter referred to as "gangster organization members"), associate members of gangster organizations or individuals involved in gangster organizations, and other anti-social forces;
    - (B) When a gangster organization or gangster organization member is a corporation or other organization that controls business activities;
    - (C) Corporations whose officers are members of gangster organizations;
  - (5) When the person seeking Accommodations engages in behavior that causes significant inconvenience to other Guests;
  - (6) When the person seeking accommodation is a patient, etc. with a specified infectious disease, etc., as stipulated in Article 4-2, Paragraph 1, Item 2 of Hotel and Ryokan Management Law (hereinafter referred to as "patient, etc. with a specified infectious disease");
  - (7) When a violent demand is made regarding accommodation or a burden exceeding a reasonable range is demanded (Act on Promotion of Elimination of Discrimination on the Grounds of Disability (Act No. 65 of 2013)) (hereinafter referred to as the "Act on Eliminating Discrimination against Persons with Disabilities") (excluding cases in which the removal of social barriers is requested pursuant to the provisions of Article 7, Paragraph 2 or Article 8, Paragraph 2);
  - (8) When the person seeking Accommodations repeatedly engages in items set forth in Article 5-6 of the Hotel and Ryokan Management Law as a request that may impede the provision of Accommodation-related services to other Guests by imposing an excessive burden on the Hotel;
  - (9) When minors are seeking Accommodations alone, without parental permission;
  - (10) When the Hotel is unable to provide accommodation due to natural calamities, disfunction of the facilities and / or other unavoidable causes;
  - (11) When the individual seeking Accommodations is deemed to be inebriated or otherwise likely to cause a significant nuisance to other Guests or Hotel employees, or when the individual seeking Accommodations engages in behavior that causes a significant nuisance to other Guests or Hotel employees (as per the provisions of Article 5 of the

- Ordinance for the Enforcement of the Tokyo Metropolitan Hotel Business Act); or
- (12) When the person seeking Accommodations is posting malicious posts on SNS or the Internet that are false or slander of this Hotel's employees or of other Guests.

**(Explanation of refusal to conclude an accommodation contract)**

**Article 5-2.** If the Hotel does not agree to conclude an accommodation contract based on the preceding Article, the person seeking accommodations may request that the reason for this be explained to them.

**(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 in the following cases. However, this paragraph does not mean that this Hotel may refuse a Guest accommodations in cases other than those listed in Article 5 of Hotel and Ryokan Management Law;

- (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 person seeking accommodations is deemed to fall under any of A to C below;
- (A) Gangster organizations, gangster organization members, associate members of gangster organizations, persons involved with gangster organizations, and other anti-social forces;

- (B) When a gangster organization or gangster organization member is a corporation or other organization that controls business activities;
  - (C) Corporations whose officers are members of gangster organizations;
  - (3) When a Guest engages in behavior that causes significant inconvenience to other Guests;
  - (4) When the Guest is a patient with a specified infectious disease.
  - (5) When a violent demand is made regarding accommodation or a burden exceeding a reasonable range is demanded (Act on Promotion of Elimination of Discrimination on the Grounds of Disability) (excluding cases in which the removal of social barriers is requested pursuant to the provisions of Article 7, Paragraph 2 or Article 8, Paragraph 2);
  - (6) When the Guest repeatedly engages in items set forth in Article 5-6 of the Hotel and Ryokan Management Law as a request that may impede the provision of Accommodation-related services to other Guests by imposing an excessive burden on the Hotel.;
  - (7) When the Hotel is unable to provide accommodation due to natural calamities and / or other causes of force majeure;
  - (8) 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); and
  - (9) When a Guest does not comply with the Terms of Use established by this 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.

**(Explanation for Accommodation contract cancellation)**

**Article 7-2.** If the Hotel cancels the accommodation contract based on the preceding Article, the Guest may request that the reason for this be explained to them.

**(Registration)**

**Article 8.** The Guest shall register the following particulars at the Front Desk of the Hotel on the day of accommodation;

- (1) Guest's name, date of birth, previous place of stay, destination, address and contact information;
  - (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) Notwithstanding the provisions of the preceding paragraph, the Hotel may accept the use of Guest rooms outside of the hours specified in the same paragraph. In this case, additional charges listed in Attached Table 3 will be charged:

**(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 fees)**

**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.** In the event that the goods, cash, or valuables left at the front desk by a Guest are lost, damaged, or otherwise damaged, the Hotel will provide compensation for the damages, unless the damage is caused by a force majeure event. However, for cash and valuables, if the Hotel requests a declaration of their type and value and the Guest fails to provide one, the Hotel will provide compensation for damages up to 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) If the Guest's baggage or personal effects are left behind at the Hotel after the Guest has checked out, and the owner is identified, the Hotel will contact the owner and request instructions for handling these. However, if the owner provides no instructions, or if the owner is unknown, the same as in Section 2 of the Terms of Use (Valuables, Checked Articles and Left Belongings) will apply.
- (3) In the case of the preceding two paragraphs, the Hotel's responsibility for the storage of the Guest's baggage or personal effects shall be in accordance with the provisions of Paragraph 1 of the preceding Article in the case of Paragraph 1. In the case of the preceding paragraph, the provisions of Paragraph 2 of the same Article shall apply.

**(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.

**(Changes to terms and conditions of accommodation)**

**Article 19.** This Hotel may change the terms and conditions of accommodation at our discretion in the following cases.

- (1) Guest's name, date of birth, previous place of stay, destination, address and contact information;
- (2) When changes to the terms and conditions of Accommodation do not contradict the



purpose of the accommodation contract and are reasonable in terms of the need for the change, the appropriateness of the changed content, the content of the change, and other circumstances related to the change.

- (2) When making changes to the Terms and Conditions of Accommodation pursuant to the preceding paragraph, the Hotel shall notify Guests of the fact that the Terms and Conditions of Accommodation are being changed, the contents of the revised Terms and Conditions of Accommodation, and the date on which these come into effect at least one month prior to the date on which these come into effect by posting on the Hotel website and similar.

These terms and conditions were established on April 1, 2024, and will come into effect on the same day.

**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	(A) Basic Accommodation Charge (Room Charge) (B) Service Charge[(A)×15%]
	Extra Charges	(C) Meals, Drinks and Other Expenses (D) Other Expenses Followed by Accommodation (E) Service Charge[(C)×15%]
	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 9	100%	80%	20%	—	—
Group	10 and more		100%	80%	20%	10%

**Attached Table No.3: Cancellation Charge.**

(Ref. Paragraph 2 of Article 9.)

**<Late Check-Out>**

Floor	every 1hour	After 15:00
Standard	¥ 2,200	One night charge
Premium	¥ 4,400	
Executive	¥ 6,600	

**<Early Check-In>**

Floor	every 1hour	Before 11:00
Standard	¥ 2,200	One night charge
Premium	¥ 4,400	
Executive	¥ 6,600	

**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 10 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.
5. If the contract is canceled for some of the planned products sponsored by this Hotel, the provisions in Attached Table 2 will not apply. However, this shall only apply when the party with whom the contract has been concluded has been notified in advance.