

# TERMS AND CONDITIONS FOR ACCOMMODATION CONTRACT

## (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 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 where 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 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 other unavoidable causes; or
- (7) When the provisions of Paragraph, Article of Prefectural Ordinance No.10 is applicable.

## (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 p.m. 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 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 other causes of force majeure;
- (5) When the provisions of Paragraph, Article of Prefectural Ordinance No.10 is applicable;
- (6) When the Guest does not observe prohibited actions such as smoking in bed, mischief to the fire-fighting facilities and other prohibitions of the Use Regulations stipulated by the Hotel (restricted to particulars deemed necessary in order to avoid the causing of fires).

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 change 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 traveler's cheques, 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 3 p.m. to 10 a.m. the next morning. 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) 2:00 p.m. : 30 % of the equivalent in the sum to the room charge
- (2) 3:00 p.m. : 50 % of the equivalent in the sum to the room charge
- (3) after 3:00 p.m.: room change in full 100 % of the equivalent in the sum to the room charge

## (Observance of Use Regulations)

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

## (Business Hours)

**Article 11** The business hours of the main facilities, etc. of the Hotel are as follows, and those of other facilities, etc. shall be notified in detail by brochures as provided, notices displayed in each place, service directories in guest rooms and others.

- (1) Service hours of front desk, cashier's desk, etc.
  - A Closing time 00:00~24:00
  - B Front service 00:00~24:00
- (2) Service hours (at facilities) for dining, drinking, etc.
  - A Breakfast 7:00~10:00
  - B Lunch 11:30~14:00
  - C Dinner 17:00~21:30
  - D Other meals, drinks, etc.
    - Tea Lounge 10:00~19:00

- (3) Service hours of auxiliary facilities

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