

# General Terms & Conditions for Accommodation

## Article 1. (Scope of Application)

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 in so far as such special contract does not violate laws and regulations and generally accepted practices not with standing the preceding Paragraph the special contract shall take precedence over the provisions of these Terms and Conditions.

## Article 2. (Application for Accommodation Contracts)

1. A Guest who intends to make an application for 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 Charge (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.

## Article 3. (Conclusion of Accommodation Contract, etc.)

1. A Contract for Accommodation shall be 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 Charge 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 Guests, 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 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.

## Article 4. (Special Contract Requiring No Accommodation Deposit)

1. Not with standing 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.

## Article 5. (Refusal of Accommodation Contracts)

1. 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 admits that people who are going to stay are gang members, gang related groups or anti-social groups.
  - (6) When the Hotel admits that people who are going to stay are gang members, or corporations or other groups, where gangsters influence the operation.
  - (7) When the Hotel guests are in a corporation who are gang members,

- (8) When the Hotel guests who are going to stay behave greatly inconveniences other Hotel guests.
- (9) When the Hotel guests who are going to stay become violent in demand or action and where they irrationally make excessive demands on Hotel employees.
- (10) When the Hotel is unable to provide accommodation due to natural calamities, disfunction of the facilities and/or other unavoidable cases; or
- (11) When the provisions of the Enforcement Ordinance for the Aichi Prefecture Hotel Business Law is applicable.

## Article 6. (Right to Cancel Accommodation Contracts by the Guest)

1. 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 or 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 p.m. of the accommodation date (2 hour 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.

## Article 7. (Right to Cancel Accommodation Contracts by the Hotel)

1. The Hotel may cancel the Accommodation Contracts under any of the following cases:
  - (1) When the Guest is deemed liable of 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) Accommodation is sought by anti-social groups such as gangs,
  - (4) Accommodation is sought by gang members or corporations or other groups, where gangsters influence the operation.
  - (5) When there are people who are gang members in a corporation.
  - (6) When a guest's behavior greatly inconveniences other Hotel guests.
  - (7) When guests become violent in demand or action and where they irrationally make excessive demands on Hotel employees.
  - (8) When the Hotel is unable to provide accommodation due to natural calamities and/or other causes of force majeure;
  - (9) When the provisions of the Enforcement Ordinance for the Aichi Prefecture Hotel Business Law is applicable.
  - (10) 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 charge the Guest for any of the services in the future during the contractual period which he has not received.

## Article 8. (Registration)

1. 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 cash in Japanese currency, such as traveler's checks, coupon or credit cards, such means of payment shall be shown in advance at the time of the registration prescribed in the preceding Paragraph.

## Article 9. (Occupancy Hour of Guest rooms)

1. The Guest is entitled to occupy the contracted guest room of the Hotel from 15:00 p.m. to 12:00 (noon) the next day,  
However, in the case when the Guest is accommodated continuously the Guest may occupy it all day long, except for the day of arrival and

departure.

- The Hotel may, not with standing the provisions prescribed in the preceding Paragraph, permit the Guest to occupy the room beyond the time prescribed in the same Paragraph, In the case, extra charges shall be paid as follows:

- Up to 15:00 p.m. 30% of the room charge
- Up to 18:00 p.m. 50% of the room charge
- Over 18:00 p.m. room charge in full

#### Article 10. (Observance of Use Regulations)

The Guest shall observe the Use regulation established by the Hotel, Which are posted within the premises of the Hotel.

#### Article 11. (Business Hours)

- The business hours of the Hotel main facilities are notified in attached page.

The Hotel inform detail business hours such as other facilities in provided brochures, notices displayed in each place, service directories in each guestrooms.

Please see attached information.

- 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.

#### Article 12. (Payment of Accommodation Charges)

- The breakdown of the Accommodation Charges, etc. that the Guest shall pay is as listed in the Attached Table No.1.
- Accommodation Charges, etc. as stated in the preceding Paragraph shall be paid at the Reception at the time of the Guest departure or upon request by the Hotel in Japanese currency, other means as shall be acceptable to the Hotel such as traveler's checks, coupon or credit card.
- 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.

#### Article 13. (Liabilities of the Hotel)

- The Hotel shall compensate the Guest for the damage if the Hotel has caused such damage to the Guest in the fulfillment or the no fulfillment 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.
- The Hotel is covered by the Hotel Liability Insurance in order to deal with unexpected fire and/or other disasters.

#### Article 14. (Handling when unable to provide Contracted Rooms)

- 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.
- When arrangement of other accommodation can not be made not with standing the provisions of the preceding Paragraph, the Hotel shall pay the Guest a compensation fee shall be applied to the reparations. However, when the Hotel can not provide accommodation due to causes for which the Hotel is not liable, the Hotel shall not compensate the Guest.

#### Article 15. (Handing of Deposited Articles)

- 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 150,000 yen.
- 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 front desk. However, for articles of which the kind and value has not been reported in advance by the Guest, except in case of the damage caused through intention or gross negligence on part of the Hotel shall compensate the Guest within the limits of 150,000 yen.

#### Article 16. (Custody of baggage and/or belongings of the Guest)

- 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 at the front desk at the time of his check-in.
- 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 instruction.

When no instruction is given to the Hotel by the owner or when the ownership is not confirmed, the Hotel shall keep the article for 7 days including the day it is found, and after this period, the Hotel shall turn it over to the nearest police station.

- The Hotel's liability in regard to the custody of the Guest's baggage and belongings in the case of the preceding two Paragraph's 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.

#### Article 17. (Liability in regard to Parking)

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 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 regards to the management of the parking lot.

#### Article 18. (Liability of the Guest)

The Guest shall compensate the Hotel for the damage cause through intention or negligence on the part of the Guest.

#### Attached Table No.1

Contents of Accommodation Charges, etc. for the Hotel  
(Ref. Paragraph 1 of Article 2 and Paragraph 1 of Article 12)

Total Amount to be paid by the Guest	Contents	
	Accommodation Charges	①Basic Accommodation Charge (Room Charges)
	Extra Charges	②Meals, Drinks and other Expense
	Taxes	Consumption Tax

- 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.

#### Attached Table No.2

Cancellation Charge for Hotel (Ref. Paragraph 2 of Article 6)

	Individual	Group	
	1 to 14	15 to 99	100 and more
No show	100%	100%	100%
Accommodation Day	80%	80%	100%
1 Day prior to Accommodation Day	20%	20%	80%
9 Days prior to Accommodation Days		10%	20%
20 Days prior to Accommodation Days			10%

#### Remarks:

- The percentages signifies the rate of cancellation charge to the Basic Accommodation Charges.
- 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.
- When part of a group booking (for 15 persons or more) is canceled, 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.