

YOKOHAMA HEIWA PLAZA HOTEL-ACCOMMODATION CONDITIONS

宿泊約款

HOTEL ROOM RULES OF USE

In order to ensure guests' safe and comfortable usage of the facilities, Yokohama Heiwa Plaza Hotel (the "Hotel" hereafter) has established the following rules that are integral to the Accommodation Conditions. Violation of these rules shall incur, at the discretion of the Hotel, termination of the accommodation agreement pursuant to the stipulations of Article 7 of the Hotel Room Terms of Use.

DETAILS

【The following acts are not permitted on the premises of the Hotel.】

1. Use of heating or cooking implements and use of such other electrical appliances in the room
2. Smoking in bed or other locations of increased fire hazard
3. Bringing any of the following articles onto the premises of the Hotel
 - a) Animals including dogs, cats, birds, etc
 - b) Odor-emitting articles
 - c) Combustible or inflammable explosives and volatile fuels and hazardous chemicals harmful to human health
 - d) Firearms and swords in the absence of a license, and such other articles
 - e) Acts in violation of public order and morals
 - f) Distribution of fliers and other advertisements to other guests unless permitted by the Hotel
4. Posting of photographs or posters on the windows of hotel rooms or other displays disruptive of the exterior appearance of the Hotel
5. Ordering delivery of food and beverages, from establishments other than authorized by the Hotel
6. Changing the place of equipment and articles in the Hotel, or to modify, take them outside the Hotel, or use such equipment and articles in ways other than originally intended
7. Please do not open the door without confirming visitors' identities. Please contact the reception (Dial 9) if the visitor is an unexpected one and looking suspicious.
8. Use of hotel rooms for the purposes other than as over-night accommodations
9. Please confirm the emergency evacuation exits and the Hotel facilities map on the guest room door.
10. The loss of card keys incurs JPY 2,160 for the key change.
11. When picking up card keys from the reception on your return to the Hotel, please show a reception staff the receipt handed out at the time of check-in.
The Hotel reserves right to ask guests for identification documents.

Article 1. Scope of application

1. Agreements between the Hotel and guest concerning the guest's accommodations and any other related agreements will be subject to the Accommodation Conditions written herein. Decision on matters not specified herein will be based on related laws and commonly established practices.
2. Notwithstanding the provisions of the preceding clause, a special agreement may take precedence when the Hotel accepts it and it does not go against law or common practices.

Article 2. Application for accommodation agreement

1. To apply for an accommodation agreement with the Hotel, a guest is required to provide the Hotel with the following information
 - (1) Guest name, gender, address, nationality and occupation
 - (2) Date(s) of stay and scheduled arrival time
 - (3) Accommodation charges
 - (4) Other matters that the Hotel deems necessary
2. The Hotel considers a new application for an accommodation agreement to have been made when the guest requests extension of his/her stay beyond the date indicated in item 2 of the previous clause.

Article 3. Conclusion etc. of accommodation agreement

1. An accommodation agreement may be considered official when the Hotel approves the application indicated in the previous article. However, this does not apply if the Hotel provides evidence of the absence of its approval.
2. A reservation fee will first be appropriate to the accommodation charges the guest will finally pay. Any situations to which Articles 6 and 19 apply may involve penalty and damage compensation in this order. The remaining amount, if any, will be refunded at the time of payment made in accordance with the provisions of Article 12.
3. If a guest fails to pay the reservation fee indicated in the second clause by the date specified by the Hotel in accordance with the provisions of the same clause, the accommodation agreement with the guest is no longer effective. However, this will apply only where the Hotel informs the guest of the deadline for payment of such fee.

Article 4. Special agreements not requiring payment of an application fee

1. Notwithstanding the provisions of the second clause of the previous article, the Hotel may accept a special agreement that does not require payment of a reservation fee, indicated in the same clause, after conclusion of the agreement.
2. If the Hotel does not require payment of a reservation fee as indicated in the second clause of the previous article and does not specify a deadline for payment of that fee in accepting an application for an accommodation agreement, the Hotel may be deemed as accepting the special agreement indicated in the previous clause.

Article 5. Rejection of an accommodation agreement

The Hotel may reject an accommodation agreement if:

- (1) The application fails to comply with the Accommodation Conditions
- (2) Rooms are occupied and no vacancy is available
- (3) The person intending to stay at the Hotel is suspected of violating laws, public order or morals related to his/her accommodations
- (4) The person intending to stay at the Hotel is deemed to obviously have an infectious disease or other toxic or contagious illness
- (5) The person intending to stay at the Hotel makes illegal demands of the Hotel or its staff, or makes unreasonable demands
- (6) The person intending to stay at the Hotel cannot be accommodated due to natural disaster, equipment failure or other unavoidable reasons
- (7) The person intending to stay at the Hotel smokes in non-smoking Hotel rooms, disturbs fire extinguishment equipment, or does not comply with Hotel Room Rules of Use
- (8) The person intending to stay at the Hotel is too intoxicated to speak or behave normally and may disturb other guests(Article 4, Ryokan and Hotel Act regulations)

Article 6. Rights of guest to cancel an accommodation agreement

1. A guest may request that the Hotel cancels his/her accommodation agreement.

2. If a guest cancels part or all of his/her accommodation agreement due to a cause attributable to him/her, the Hotel will charge the guest a penalty in accordance with Article 9, provided that such guest has not terminated his/her accommodation agreement before the accommodation charge payment date specified by the Hotel pursuant to Article 3.2.
3. If a guest fails to arrive, without notice, by 9:00PM (or by two hours after the expected arrival time the guest previously indicated) on the arrival date, the relevant accommodation agreement may be regarded as having been cancelled by the guest.

Article 7. Rights of Hotel to cancel an accommodation agreement

1. The hotel may cancel an accommodation agreement if:

- (1) The guest is deemed as possibly engaging in or is suspected of having engaged in an act that goes against laws, public order or morals related to his/her accommodations
- (2) The guest does not pay fees charged by the Hotel in accordance with Accommodation Conditions
- (3) The guest is deemed to obviously have an infectious disease or other toxic or contagious illness
- (4) The guest makes illegal demands of the Hotel or its staff, or makes unreasonable demands
- (5) The guest cannot be accommodated due to natural disaster or other unavoidable reasons
- (6) The guest intending to stay at the Hotel smokes in non-smoking Hotel rooms, disturbs fire extinguishment equipment, or does not comply with Hotel Room Rules of Use
- (7) The guest fails to pay reservation fee charged by the Hotel pursuant to Article 8 by the date specified by the Hotel

2. If the Hotel cancels an accommodation agreement in accordance with the provisions of the first or second clause, the concerned guest is not charged for services etc. that he/she has not received.

Article 8. Reservation fee

When an application has been accepted by the Hotel, the Hotel may request a guest to make reservation fee payment by the date specified by the Hotel.

The amount of payment made in advance shall be deducted and settled when the accommodation charge is paid. If events occur which came under the provisions of Article 9, the amount paid in advance shall be applied as a cancellation charge.

Article 9. Cancellation of reservation

1. In the event that applicant shall cancel reservations in all or part, the applicant shall pay a cancellation charge as shown in the table below. However, such cancellation fees shall not apply when there is a specially arranged agreement between applicants and the Hotel.

<Table of cancellation charges per room>

Number of guests Notification timing	Reservations made through travel agencies contracted by the Hotel			Reservations made through Hotel website, by phone or at Hotel reception directly	
	Up to 14 individual guests	15-99 group guests	Over 100 group guests	Up to 10 guests or 3 rooms	Over 11 guests or 4 rooms
No show and no notification	100%	100%	100%	100%	100%
Scheduled arrival day	80%	80%	80%	80%	100%
1 day prior to scheduled arrival	20%	20%	80%	50%	80%
2 days prior to scheduled arrival	0%	10%	20%	20%	80%
3-4 days prior to scheduled arrival	0%	10%	20%	0%	80%
5-9 days prior to scheduled arrival	0%	10%	20%	0%	50%
10-20 days prior to scheduled arrival	0%	0%	10%	0%	20%
After payment	0%	0%	0%	20%	20%

2. In an event when applicant fails, without giving proper notice, to arrive at the Hotel by 9:00PM on the scheduled arrival date or within two hours following the scheduled arrival time, the Hotel may treat the reservations as being cancelled by the applicant.

Article 10. Registration of accommodations

1. Immediately upon arrival, the guest is required to fill in a registration form at the reception, providing all the following information.

- (1) Guest name, age, gender, address, and occupation
- (2) Nationality, passport number, point of entry and date of entry into Japan for a non-resident of Japan
- (3) Departure date and scheduled departure time
- (4) Other matters the Hotel deems necessary

2. If a guest intends to use hotel vouchers, a credit card or other non-cash means to make the payment indicated in Article 12, he/she is required to show it at the time of making registration as indicated in the previous clause.

Article 11. Available hours of guest rooms

1. Rooms are available for accommodation from 3:00PM until the following day at 10:00AM.
Guest staying in the Hotel for two or more consecutive days may use the room all day except on the arrival and departure days.
2. Notwithstanding the provisions of the previous clause, the Hotel may allow a guest to use a room outside the hours specified in the previous clause.
This involves an additional payment onto the entire amount of the relevant accommodation charges indicated as below:
 - (1) JPY 800 per hour and per person until 2:00PM
 - (2) A full room charge for one night stay after 2:00PM
 - (3) However in case of the request past the time indicated in 1, Both (1) and (2) will be charged as an additional payment.

Article 12. Payment

1. The accommodation charges and other charges, indicated in this Accommodation Conditions must be paid at the reception before the guest's departure or when the Hotel claims them, by means of cash, hotel vouchers, credit card or certain other forms of payment accepted by the Hotel.
2. Accommodation charges will be claimed even if a guest does not stay at the Hotel at his/her discretion after a room was provided and became available for use by the guest.

Article 13. Observance of rules

In the Hotel's building and premises, guests are required to observe the rules that the Hotel stipulates and indicates within the Hotel.

Article 14. Hotel's right to refuse guest's continuous stay

- The Hotel may refuse to allow guests to continue staying for the remaining of the reserved period in the following cases.
- (1) When one or several of Article 7.2, 7.3, 7.4, 7.5 and 7.7 apply to the situation
 - (2) When guests fail to observe Hotel Room Rules of Use

Article 15. Liability of the Hotel

1. The liability of the Hotel relating to the stay of guests commences at the time guests are registered at the reception and terminates when guests vacate the room for departure.
2. If a guest intentionally or accidentally causes damage to the Hotel, the guest will compensate the Hotel for that damage.

Article 16. Deposited articles

1. If an article that a guest deposits with the Hotel is lost or damaged, the Hotel will compensate for the damage unless it resulted from unavoidable reasons.
2. The Hotel will not be liable for any loss of or damage to an article brought by a guest and not deposited with the reception.

Article 17. Baggage and belongings

1. If the arrival of baggage precedes the arrival of the guest who possesses it, the Hotel takes the responsibility for keeping it provided that the Hotel was informed in advance and accepted the arrival of the baggage. The baggage will be handed to the guest at the time of his/her check-in.
2. When a guest checks out and leaves his/her baggage or belongings behind, the Hotel will hold the baggage / belongings for fourteen days including the day of its finding, and there after the baggage/belongings will be disposed.
3. The Hotel's liability in regard to the custody of the guest's baggage and belongings in the case of preceding two clauses shall be assumed in accordance with the provisions of Article 16.1 in the case of Article 17.1, and with the provisions of Article 16.2 in the case of Article 17.2.

Article 18. Parking

The scope of liability of the Hotel concerning guests' use of its parking lot does not include management of vehicles, irrespective of whether the vehicle key is deposited with the Hotel.

Article 19. Guest' liability

If a guest intentionally or accidentally causes damage to the Hotel, the guest will compensate the Hotel for that damage.

Article 20. Personal information

The Hotel will appropriately handle all personal information provided by guests in accordance with its privacy policy (available in Japanese only)

Article 21.Exclusion of Organized Crime Groups

- The Hotel reserves the right to refuse or terminate the Accommodation Contract in the event of any of the following.
- (1) In the event the Guest seeking accommodation is affiliated with organized crime, is a member of or associated with a corporation or organization affiliated with organized crime, or is associated with some other anti-social organization.
 - (2) In the event the Guest seeking accommodation belongs to a corporation or other organization that supports the operation of an organized crime group or its members.
 - (3) In the event the Guest seeking accommodation belongs to a corporation with a board member who is also a member of an organized crime group.
 - (4) In the event the behavior or language of the Guest seeking accommodation causes significant inconvenience to other Guests or patrons.
 - (5) In the event the Guest seeking accommodation makes threats of violence upon the Hotel or Hotel staff or otherwise requests that the Hotel assume an unreasonable burden in regards to his or her accommodation.