

TERMS & CONDITIONS FOR ACCOMMODATION CONTRACTS

Article 1. Scope of Application

1. Accommodation Contracts and related agreements to be entered into between this Hotel and the Guest to be accommodated shall be subject to these Terms & Conditions contained herein. Any matters not provided for herein shall be governed by the laws and regulations, and / or generally accepted practices.
2. In the case that the Hotel has entered into a special agreement with the Guest, insofar as such special agreement does not violate the laws and regulations and generally accepted practices, notwithstanding the preceding Paragraph, the special agreement shall take precedence over the provisions of these Terms & Conditions.

Article 2. Application for Accommodation Contracts

1. A Guest who intends to apply 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) The applicant's name and contact information, the name and contact information of the party paying the Accommodation Charges.
 - (4) Other particulars deemed necessary by the Hotel.
2. In the case that the Guest requests, during his stay, an extension of accommodation beyond the date(s) in subparagraph (2) of the preceding Paragraph, such request shall be regarded as application for a new Accommodation Contract at the time it is made.

Article 3. Conclusion of Accommodation Contract and related agreement

1. A Contract for Accommodation shall be deemed to have 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 proven 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 a deposit fee of an amount fixed by the Hotel within the limits of the 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 fee shall initially be allotted to the Total Accommodation Charges to be paid by the Guest, then secondarily to the cancellation charges under Article 6 and thirdly to the damage charges under Article 18 and Article 19 as applicable, and the remainder, if any, shall be refunded at the time of the payment of the Accommodation Charges.
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.

Article 4. Special Contracts Not Requiring a Deposit Fee

1. Notwithstanding the provisions of Paragraph 2 of the preceding Article, the Hotel may enter into a special contract requiring no deposit fee after the Contract has been concluded, as stipulated in the same Paragraph.
2. In the case that the Hotel has not requested payment of a deposit fee 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, the Hotel shall be treated as having accepted a special contract as prescribed in the preceding Paragraph.

Article 5. Right of Refusal

The Hotel may refuse to conclude an Accommodation Contract under any of the following circumstances:

- (1) When the application for accommodation does not conform to the provisions of the terms and conditions herein;
- (2) When the Hotel is fully booked and there are no vacancies;
- (3) When the Guest seeking accommodation is deemed liable to conduct himself / herself in a manner that will contravene the laws and regulations or act against the public order or accepted principles of morality in regard to his / her accommodation;
- (4) When the Guest seeking accommodations is a member of or affiliated with a crime syndicate, organized crime group or any antisocial organization as found in the "Act on the Prevention of Unjust Acts by Organized Crime Group Members" (Act No. 77 of 1991);
- (5) When the Guest seeking accommodation is a corporation or other organization whose business activities are under the control of a crime syndicate or organized crime group, or a member thereof;
- (6) When the Guest seeking accommodation is a corporate organization or a member of an organization whose director is proven to be a member of an organized crime syndicate;
- (7) When the words and actions of the Guests seeking accommodation are a nuisance to other patrons;
- (8) When the Guest seeking accommodation has used violence, threats, coercion or blackmail in making unreasonable demands of the accommodation facilities or its employees, or has requested the Hotel to assume an unreasonable burden, or he/she is deemed to have conducted the similar actions in the past;
- (9) When the Guest seeking accommodation can be clearly detected as carrying an infectious disease;
- (10) When the Guest seeking accommodation has made unreasonable demands in relation to his/her accommodation;
- (11) When the Hotel is unable to provide accommodation due to natural calamity, malfunction of facilities and / or other unavoidable circumstances;
- (12) Where the Guest seeking accommodation, is markedly dirty or badly dressed, such that it could be deemed liable to cause disturbance to other guest(s);
- (13) When the Guest seeking accommodation, owing to heavy intoxication or other rude manners, is deemed liable to cause annoyance to other guest(s); or
- (14) When the Guest seeking accommodation comes under any other circumstance such as provided in Prefectural Ordinance.

Article 6. Guest's Right of Cancellation

1. The Guest is entitled to cancel the Accommodation Contract by notifying the Hotel.
2. In the event the Guest has cancelled the Accommodation Contract in whole or in part due to reasons attributable to the Guest, the Guest shall pay cancellation charge as listed in the Attached Table No.2.
3. In the case when the Guest does not appear even after 2 hours of the expected time of arrival (the time fixed by the Hotel if the Hotel has not been notified) without an advance notice, the Hotel may regard the Accommodation Contract as being cancelled by the Guest.

Article 7. Hotel's Right of Cancellation

1. The Hotel may exercise its right to cancel the Accommodation Contract under any of following circumstances;
 - (1) When the Guest comes to fall under Paragraph 3 through Paragraph 13 of Article 5.
 - (2) When the Guest does not observe the rules prohibitions certain specified under the Use Policy stipulated by the Hotel (restricted to prohibitions deemed necessary in order to prevent fires), such as smoking in bed, and causing mischief to the firefighting facilities.
2. In the event 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 which he / she has not received.

Article 8. Registration

1. The Guest shall record the following details at the Reception of the Hotel on the check-in date.
 - (1) Name, age, sex, address and occupation of the Guest(s);
 - (2) With the exception of Japanese nationals, nationality, passport number, port and date of entry to Japan;
 - (3) Date and estimated time of departure; and
 - (4) Other details deemed necessary by the Hotel
2. In the case that the Guest intends to pay his/ her Accommodation Charges prescribed in Article 12 by any means other than cash in Japanese currency, such as traveler's cheques, hotel vouchers 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. Guest Room Occupancy Hours

1. The Guest is entitled to occupy the contracted guest room of the Hotel from the time of check-in to check-out specified by the Hotel. 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 (consumption tax included) fixed by the Hotel shall be paid. However, in the case when the Guest is accommodated to exceed the maximum possible accommodation time specified by the Hotel, the Guest shall pay the Accommodation Charge for one day.
3. The Hotel may enter the contracted guest room and take necessary measures for the purpose of management of safety and health regardless whether the Guest is occupying available time pursuant to the preceding Paragraph 2.

Article 10. Observance of Use Policy

The Guest shall observe the Use Policy established by the Hotel which is posted on Hotel premises.

Article 11. Business Hours

1. The business hours such as facilities shall be provided by the Information in guest rooms or in other ways deemed suitable by the Hotel.
2. The business hours specified in the preceding Paragraph are subject to temporary changes.

Article 12. Payment of Accommodation Charges

1. The breakdown of the Accommodation Charges, etc. that the Guest shall pay are listed in the attached Table No. 1.
2. Accommodation Charges, etc. as stated in the preceding Paragraph shall be paid with Japanese currency, or other means acceptable to the Hotel, such as traveler's cheques, hotel vouchers or credit cards at the Reception at the time of check-in, requesting for extension of accommodation, or upon requested by the Hotel.
3. Accommodation Charges shall be paid even if the Guest voluntarily does not utilize the accommodation facilities once such facilities have been made available to him / her by the Hotel.
4. The Charges shall be paid even if the Guest voluntarily does not eat breakfast, lunch or dinner, or not utilize any additional service provided by the Hotel plan.

Article 13. Liabilities of the Hotel

The Hotel shall compensate the Guest for damages if the Hotel has caused such damage to the Guest during the fulfillment or nonfulfillment of the Accommodation Contract and / or related agreements. However, the same shall not apply in the event such damage has been caused due to causes for which the Hotel does not bear liability.

Article 14. Policy in the Event Contracted Room is Unavailable

With the exception of difficult circumstances resulting from natural disasters and other causes, in the event the Hotel is unable to provide the contracted room(s), the Hotel shall, insofar as practicable and with the consent of the Guest, arrange alternative accommodations of the same standard for the Guest elsewhere.

Article 15. Liability of Hotel for the Possessions of Guests

1. With the exception of unavoidable causes, the Hotel shall be liable for the loss, damage, or destruction of goods, cash and valuables deposited to the front desk by the Guest. However in the event the Guest does not provide a clear statement regarding the type and value of said items upon being requested by the Hotel, the liability of the Hotel shall be subject to an upper limit of ¥150,000.
2. The Hotel shall be liable for the loss, damage or destruction of goods, cash and valuables not deposited to the front desk only if such loss, damage or destruction results from the willful conduct or negligence of the Hotel. However, in the event the Guest does not provide a clear statement of the value and type of said items in advance, with the exception of losses resulting from willful conduct or gross negligence, the liability of the Hotel shall be subject to an upper limit of ¥150,000.

Article 16. Custody of Baggage and / or Belongings of the Guest

1. When baggage of the Guest is brought into the Hotel before his / her arrival, the Hotel shall be liable to keep and hand over said items to the Guest at the reception at the time of his / her check-in only if the Hotel has agreed to do so in advance.
2. In the event the Guest checks out leaving belongings or bags behind, the Hotel will process such items in accordance with the provisions of the Lost Goods Act.
3. With respect to the Hotel liability for its taking custody of belongings or baggage of the Guests under the preceding two paragraphs, Paragraph 1 and Paragraph 2 of Article 15 shall apply mutatis mutandis to Paragraph 1 and Paragraph 2 hereof respectively.

Article 17. Liability in regard to Parking

When the Guest makes use of the parking lot, regardless of his/her deposit of the keys to the car, the Hotel is lending the space, but does not assume a custodial responsibility for the car. However, if the car is damaged due to the willful conduct or negligence of the Hotel's management of the parking lot, the Hotel will bear liability for such damage.

Article 18. Guest Liability

1. The Guest shall compensate the Hotel for any damage caused by willful conduct or negligence of the Guest.
2. Disputes arising between or among Guests and damages thereof shall be resolved through dispute resolution between the parties.

Article 19. Disclaimer Regarding Computer Communication Services

Please be aware that Guest are liable for any use of computer communication services from within the Hotel. The Hotel cannot be held liable for any possible damage that may be caused by a systems failure or any other reasons while the computer communication services are in use. In addition, the Guest may be required to compensate the Hotel and third parties for any possible damage caused by acts that the Hotel determines are an inappropriate use of the computer communication system.

Article 20. Governing Language

These terms herein are provided in both Japanese and English. In the event of a variation or discrepancy between the Japanese and the English version, the Japanese version shall take precedence.

Article 21. Jurisdiction and Applicable Laws

All litigation arising from the Terms & Conditions for Accommodation Contracts and related agreements will be resolved in the courts of the jurisdiction of the Hotel in accordance with Japanese law.

Table No.1: Break down of Accommodation Charges, etc. (Ref. Paragraph 1 of Article 12)

		Contents	
		Accommodation Charge	Extra Charge
Total Amount to be paid by the Guest		(1) Basic accommodation charge. {Room Charge(or Room Charge + Breakfast, Dinner)}	
		(2) Additional Food and Beverages (Other than Breakfast and Dinner) Other Charges.	
	Taxes	a. Consumption Tax b. Taxes are calculated on \1, fractions ignored.	

Remarks

1. The Basic Accommodation Charges of the Hotel shall be stated in the rate sheet shown on the Hotel website.
2. Although the Hotel's Accommodation Charges for children are the same as those for adults, expenses will not be charged for children of elementary school age or younger who do not require meals or bedding. However, based on the season or accommodation plan, charges for children and infants may be collected. In such cases, the Hotel will provide notification in a manner it deems appropriate.

Table No.2: Cancellations Charges (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%	—	—
	15 to 99	100%	80%	20%	10%	—
Group	100 and more	100%	100%	80%	20%	10%

Remarks

1. The percentages signify the rate of cancellation charge in comparison to the full Basic Accommodation Charges.
2. When the reserved number of days is shortened, cancellation charges shall be applied to the first day, regardless of the number of days the accommodation is 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 stay (when accepted less than 10 days prior to the occupancy, as of the date of acceptance) with fractions, round up to a whole number.