Accommodation Terms & Conditions / Rules of Use

Accommodation Terms & Conditions

Article 1. Scope of Application

- The Accommodation Contract and related contracts to be concluded between our Hotel and the Guest shall be based on the provisions of these Terms & Conditions, and all matters not stipulated in these Terms & Conditions shall be governed by law/ordinances, etc. (i.e. laws and ordinances or matters based on laws and ordinances. The same shall apply hereinafter.) or generally established practice.
- 2. Notwithstanding the preceding clause, if our Hotel has agreed to conclude Special Provisions that do not conflict with valid laws/ordinances, etc. or established practice, the said Special Provisions shall prevail.

Article 2. Application for Accommodation Contract

- 1. A person wishing to apply to our Hotel for an Accommodation Contract shall be required to provide our Hotel with the following particulars:
 - (1) Name(s) of Guest(s)
 - (2) Accommodation date(s) and estimated time of arrival
 - (3) Accommodation charge (based as a general rule on the basic accommodation charges listed in the attached Table 1).
 - (4) Other information deemed necessary by our Hotel
- 2. If the Guest during his/her stay requests an extension of accommodation beyond the date(s) given for (2) in the preceding clause, our Hotel shall handle this request as a new application for an Accommodation Contract submitted at the time said request was made.

Article 3. Conclusion of Accommodation Contract, etc.

- 1. The Accommodation Contract shall be deemed concluded at the time our Hotel accepts the application described in Article 2, unless our Hotel has certified that it has not accepted said application.
- 2. Once the Accommodation Contract has been concluded in accordance with the provisions of the preceding clause, the Application Money payable for the accommodation period as determined by our Hotel shall be paid by the date stipulated by our Hotel, up to a maximum amount of three days' basic accommodation charges (if the accommodation period exceeds three days).
- 3. The Application Money shall first be applied to final payment of the Accommodation Charges payable and, when circumstances arise requiring application of the provisions of Article 6 and Article 18, to the penalty and then to compensation in that order. Any balance remaining shall be repaid at the time when the accommodation charges are paid as provided in Article 12.
- 4. If the Application Money described in 2. above has not been paid by the date set by our Hotel as stipulated in that same clause, the Accommodation Contract shall become invalid, but only if our Hotel has notified the Guest to that effect when providing notice of the day on which payment of the Application Money is due.

Article 4. Special Provisions on Non-payment of Application Money

- 1. Notwithstanding the provisions of Article 3.2, our Hotel may in some instances agree to Special Provisions that do not require payment of the Application Money specified in said clause after the conclusion of the Contract.
- 2. If our Hotel fails to request payment of the Application Money specified in Article 3.2 and/or to stipulate the due date for payment of said Application Money when accepting an application for an Accommodation Contract, the Special Provisions described in the preceding clause shall be deemed to have been accepted.

Article 4-2. Request for cooperation in infection control measures at facilities

The Hotel may request cooperation from the person who intends to stay at the hotel in accordance with the provisions of Article 4-2, Paragraph 1 of the Hotel Business Act (Act No. 138 of 1948).

Article 5. Refusal to Conclude Accommodation Contract

- 1. Our Hotel may choose not to conclude an Accommodation Contract in the following instances. However, this paragraph does not mean that our Hotel may refuse to accommodate guests in cases other than those listed in Article 5 of the Hotel Business Act:
 - (1) When the application for accommodation is not based on these Terms & Conditions
 - (2) When there are no rooms available due to full occupancy
 - (3) When the person seeking accommodation is considered likely to behave in ways contrary to laws/ordinances, public order or accepted principles of morality
 - (4) When the person seeking accommodation is deemed to be one of the following:
 - a. Organized Crime Groups as defined in Article 2, Item 2 of the Act on Prevention of Unjust Acts by Organized Crime Groups (Act No. 77 of 1991) (hereinafter referred to as "Organized Crime Groups"), members of organized crime groups as defined in Article 2, Item 6 of the same article (hereinafter referred to as " Members of Organized Crime Groups "), associate members of organized crime groups or persons related to organized crime groups, or other antisocial groups.
 - b. A corporation or other group whose business activities are controlled by an organized crime group or an organized crime group member
 - c. A corporation whose executives include one or more organized crime group members
 - (5) When a person seeking accommodations is a patient, etc. with a specific infectious disease, etc. (hereinafter patient with a specific infectious disease, etc.) as stipulated in Article 4-2, Paragraph 1, Item 2 of the Hotel Business Act.
 - (6) When the person seeking accommodation has made abusive demands or demands exceeding rational limits regarding accommodation. (However, this excludes cases where a person seeking accommodations requests the removal of barriers pursuant to the stipulations in Article 7, Paragraph 2 or Article 8, Paragraph 2 of the Act for Eliminating Discrimination against Persons with Disabilities (Act No. 65 of 2013; hereinafter the "Disability Discrimination Elimination Act").
 - (7) When a natural disaster, facility breakdown, or other unavoidable cause prevents the person from

- staying at our Hotel
- (8) When the person seeking accommodation is considered likely to cause significant annoyance to other guests due to inebriation, etc., or has caused significant annoyance to other guests through his/her language or behavior as defined in local government ordinances
- (9) When a person seeking accommodations repeatedly makes requests to our Hotel to the point that it becomes a burden that it may seriously impede the provision of accommodation-related services to other guests, as stipulated in Article 5-6 of the Enforcement Regulations of the Hotel Business Act.
- (10) When accommodation is deemed inappropriate for other reasons at the discretion of the Hotel

Article 5-2. Explanation of refusal to conclude a contract of accommodation

The person who intends to stay may request the Hotel to explain the reasons for its refusal to enter into a contract of accommodation in accordance with the preceding article.

Article 6. Right of Guest to Cancel Contract

- 1. The Guest may request that our Hotel cancel the Accommodation Contract.
- 2. If the Guest cancels the Accommodation Contract in whole or in part for reasons attributable to the Guest himself/herself (except when our Hotel has requested payment of the Application Money by stipulating the due date for such payment under the provisions of Article 3.2 and the Guest cancels the Accommodation Contract prior to such payment), payment of a penalty shall be required as specified in the attached Table 2. However, if our Hotel has accepted the Special Provisions described in Article 4.1, this clause shall be applied only if our Hotel notified the Guest of his/her obligation to pay a penalty for cancellation of the Contract when accepting the Special Provisions.
- 3. If the Guest does not arrive by 6 pm on the accommodation date without informing our Hotel of a delay (or after the lapse of two hours beyond the scheduled time of arrival if indicated by the Guest beforehand), the Accommodation Contract with the Guest may be considered to have been cancelled by the Guest and handled accordingly.

Article 7. Right of Hotel to Cancel Contract

- Our Hotel may cancel the Accommodation Contract in the following instances. However, this clause
 does not mean that our Hotel may refuse accommodation in cases other than those listed in Article 5
 of the Hotel Business Act.
 - (1) When the Guest is considered likely to behave, or deemed to have behaved, in ways contrary to laws/ordinances, public order or accepted principles of morality
 - (2) When the Guest is deemed to be one of the following:
 - (a) An organized crime group, an organized crime group member, an associate member or affiliate of an organized crime group, or some other antisocial force
 - (b) A corporation or other group whose business activities are controlled by an organized crime group or an organized crime group member
 - (c) A corporation whose executives include one or more organized crime group members
 - (3) When a Guest is a patient, etc. with a specific infectious disease, etc.

- (4) When the Guest has made abusive demands or demands exceeding rational limits regarding accommodation. (This excludes cases where a Guest requests the removal of barriers pursuant to the stipulations in Article 7, Paragraph 2 or Article 8, Paragraph 2 of the Disability Discrimination Elimination Act).
- (5) When a Guest of our Hotel repeatedly makes requests to our Hotel to the point that it becomes a burden that it may seriously impede the provision of accommodation-related services to other guests, as stipulated in Article 5-6 of the Enforcement Regulations of the Hotel Business Act.
- (6) When a natural disaster or other unavoidable cause prevents the Guest from staying at our Hotel
- (7) When the Guest is considered likely to cause significant annoyance to other guests due to inebriation, etc., or has caused significant annoyance to other guests through his/her language or behavior as defined in local government ordinances
- (8) When the Guest abuses firefighting equipment, etc., or does not comply with other prohibitions stipulated by our Hotel (but only those pertaining to fire prevention) in the Rules of Use established by our Hotel
- (9) When the Guest has not satisfied the Hotel's payment provisions
- (10) When accommodation is deemed inappropriate for other reasons at the discretion of the Hotel.
- 2. If our Hotel has cancelled the Accommodation Contract in accordance with the provisions of the preceding clause, charges for accommodation service, etc., that have not yet been provided to the Guest shall not be receivable.

Article 7-2. Explanation of Cancellation of Accommodation Contract

In the event that the Hotel cancels the accommodation contract in accordance with the preceding article, the Guest may request an explanation of the reasons for such cancellation.

Article 8. Registration for Accommodation

- 1. The Guest shall be required to register the following particulars at the front desk of our Hotel on the accommodation date:
 - (1) Name, address and contact information of the Guest
 - (2) Guests who are foreign nationals and do not possess a local address in Japan should provide their nationality and passport number
 - (3) Other particulars considered necessary by our Hotel
- 2. If the Guest is a foreign national with no address in Japan, the Hotel shall require the Guest to present his/her passport and shall copy or otherwise record the details thereof.
- 3. If the Guest intends to pay the charges described in Article 12 by using such means as accommodation coupons, credit cards, etc., instead of cash, he/she shall be required to present these when registering as described in 1. above.

Article 9. Time Allowed for Use of Guest Rooms

- 1. The Guest shall be allowed to use a guest room at our Hotel from 3 pm until 11 am of the day of departure (these hours may differ depending on the reservation details).
- 2. Notwithstanding the provision of the preceding clause, our Hotel may in some instances agree to the

use of a guest room for hours other than those specified in the preceding clause, in which case the additional charge posted on the official website listed below shall be assessed. This charge may differ by usage plan, so please check the official website or inquire at the front desk.

Article 10. Compliance with Rules of Use

While staying at our Hotel, the Guest shall be required to comply with our Hotel's Rules of Use posted inside our Hotel.

Article 11. Business Hours

- 1. Details of the service hours of key facilities in the hotel are explained in the pamphlets made available by our Hotel, signs throughout our Hotel, and the service directory provided in each guest room.
- 2. Service hours may be changed temporarily when necessary for unavoidable reasons, in which case the Guest shall be notified by suitable means

Article 12. Payment of Charges

- 1. A breakdown of the accommodation charges, etc., payable by the Guest is given in the attached Table 1.
- 2. Payment of the accommodation charges, etc., described in the preceding clause shall be made at the front desk in cash or by other alternative means acceptable by our Hotel, such as accommodation coupons, credit cards, etc., when the Guest is charged by our Hotel.
- 3. The Guest shall still be billed for the accommodation charges if the Guest at his/her own discretion chooses not to stay at our Hotel after a guest room has been provided to the Guest and made available for his/her use.

Article 13. Liability of Hotel

- 1. If our Hotel has caused harm to the Guest in the course of fulfilling the Accommodation Contract and related contracts or in breach of these contracts, our Hotel shall compensate for said harm, unless said harm is due to a cause not attributable to our Hotel.
- 2. Our Hotel is covered by liability insurance to cope with fires and other emergencies.

Article 14. Non-availability of Contracted Guest Room

- If the guest room contracted by the Guest in the Accommodation Contract becomes unavailable, our Hotel shall try as far as possible to arrange for other accommodation facilities under the same conditions as the original Accommodation Contract, subject to the consent of the Guest concerned.
- 2. Notwithstanding the provisions of the preceding clause, if our Hotel is unable to arrange other accommodation facilities for the Guest, our Hotel shall pay the Guest an amount equivalent to the penalty as compensation to be applied to the amount of compensable harm. However, our Hotel shall not pay said compensation if the guest room has become unavailable through no fault of our Hotel.

Article 15. Checked Articles, etc.

1. If articles checked by the Guest at the front desk have been lost or damaged, our Hotel shall compensate for the loss/damage, unless the loss/damage is due to force majeure. However, when the articles checked are cash and/or valuables, our Hotel shall pay no compensation whatsoever unless the Guest submits a declaration of the kind and value of said cash and/or valuables.

2. If the Guest has brought articles into our Hotel but has not checked them at the front desk, our Hotel shall compensate for any loss/damage to the articles caused intentionally or negligently on the part of our Hotel, except when the Guest has not declared beforehand the kind and value of the items lost/damaged, in which case our Hotel shall compensate for the loss or damage up to 200,000 yen unless our Hotel is intentionally or by gross negligence liable for such loss or damage.

Article 16. Custody of Baggage or Personal Belongings of Guest

- 1. If a Guest's baggage arrives at our Hotel prior to his/her arrival, our Hotel shall hold the baggage if so agreed prior to its arrival, and shall turn it over to the Guest when he/she checks in at the front desk.
- 2. If the Guest leaves behind baggage or personal belongings after he/she has checked out, our Hotel shall, in principle, wait for contact by the owner of such items and ask for instructions. However, if the owner does not offer any instructions, the Hotel shall keep the items for seven days including the day when they were found, and shall turn them in to the police afterwards. However, drinks, tobacco, magazines, clothing, items that may compromise the sanitary environment, and other items regarded as waste, such as items that are obviously broken, will be discarded after five days of keeping them.
- 3. The liability of our Hotel regarding custody of the Guest's baggage or personal belongings in the preceding two clauses shall conform to the provisions of Article 15.1 in the case of 1. above and to the provisions of Article 15.2 in the case of 2. above.
- 4. If any costs are incurred in the process of returning such items to the owner, the Hotel shall ask the owner to bear them.

Article 17. Liability for Parking

If the Guest uses our Hotel's parking area or a parking area suggested by our Hotel (a public parking garage, etc.), our Hotel shall only have provided directions to the parking area and shall not assume responsibility for care and custody of the parked vehicle, regardless of whether or not our Hotel has been asked to keep the key to the vehicle. However, our Hotel shall be liable for compensation if the parked vehicle is damaged intentionally or negligently by our Hotel while managing the parking area.

Article 18. Liability of Guest

If our Hotel has suffered harm caused intentionally or negligently by the Guest, the Guest shall be required to compensate our Hotel for said harm.

Article 19. Ruling Language

These Terms & Conditions shall be prepared in Japanese and other languages but the Japanese text shall prevail on all points if any discrepancies or differences arise between the texts.

Article 20. Jurisdiction and Governing Law

All disputes arising in connection with these Terms & Conditions shall be resolved by a Japanese court having jurisdiction over the location of the Hotel and in accordance with the laws and ordinances of Japan.

Table 1: Breakdown of Accommodation Charges [relevant to Article 2.1, 12.1, and Rules of Use (Payments)6]

Total amount to be	Basic charges	① Room charge
paid by Guest		② Service charge (① x 15%)
	Additional	③ Food/beverage and other usage charges
	charges	④ Service charge
	Taxes	⑤ Consumption Tax, Other Taxes

Remarks:

- 1. The room charge is based on the table of charges posted by our Hotel.
- 2. If tax laws are amended, taxes shall be assessed in accordance with the amended laws.
- 3. Service charges vary depending on the rates posted by each facility/restaurant.
- 4. An accommodation tax will be charged if it is levied by the municipality where the Hotel is located.

Table 2: Penalties [relevant to Article 6.2]

		No show	Accommodation	1 day	7 days	21 days
			date	prior	prior	prior
General	Up to 9 persons	100%	100%	80%	40%	_
guests						
Group	10 or more	100%	100%	80%	40%	20%
guests	persons					

Notes:

- 1. The percentage represents the percentage of the basic accommodation charge to be assessed as a penalty.
- 2. If the contracted number of accommodation days has been reduced, a penalty for one day (the first day) shall be assessed, regardless of the number of days reduced.
- 3. If the Accommodation Contract for a Group has been cancelled, a penalty shall not be assessed for 10% of the Group members booked for accommodation (rounded up) as of eight (8) days prior to the accommodation date (or the day when the Accommodation Contract was accepted if less than eight (8) days prior to the accommodation date).

Rules of Use

To ensure you have a safe and comfortable stay at our hotel, we ask that you please follow the Rules of Use stipulated below in accordance with Article 10 of these Terms & Conditions. Please bear in mind that, as noted in Article 7 of these Terms & Conditions, we may be compelled to refuse accommodation or the use of hotel facilities to guests who fail to observe these rules, and may hold such guests liable for violations of these rules.

(Safety and Security Measures)

- 1. Please refrain from bringing heating, cooking and other such appliances into guest rooms and from using such appliances in guest rooms.
- 2. Please refrain from any other activities that could cause a fire.
- 3. Diagrams showing emergency evacuation routes from guest rooms have been posted on the inside of the doors to all guest rooms, so please familiarize yourself with the evacuation route from your room.
- 4. Please ensure that you lock your door each time you leave your room during your stay (the rooms in this hotel have automatic locks).
- 5. Please use the internal lock and the chain lock during your stay, especially when you go to sleep. If a visitor comes to your room, please do not open the door unthinkingly but instead use the peephole or open the door with the chain lock still engaged. Please contact the front desk if a suspicious visitor comes to your door.
- 6. Please refrain from entertaining visitors in your guest room.
- 7. Persons other than registered guests are strictly forbidden from staying overnight in guest rooms.
- 8. Please sort and dispose of garbage in the designated waste bins; do not dispose of waste in nondesignated locations within the hotel, throw waste outside the hotel, or leave or dispose of waste near the hotel.

(Valuables and Checked Articles)

- Please use the safe installed in your guest room to store cash and other valuables, and note that our Hotel shall not be liable for compensation for the loss, damage or theft of cash or other valuables not kept inside the safe.
- 2. In principle, the handling of the Guest's baggage or personal belongings shall conform to the provisions of Article 16, based on applicable laws and terms, unless otherwise specified.

(Payments)

- 1. All charges shall be paid by cash, credit card or coupons accepted by the Hotel.
- 2. When charging bills for restaurants, bars and other hotel facilities to your room, please present the guest room card provided to you at the front desk when you arrived. If the front desk requests that you settle such charges during your stay, please pay the charges when requested.
- 3. Please note that you will be asked to pay accommodation charges when you arrive at the hotel.
- 4. Please understand that we cannot accept payments by check nor can we change money.
- 5. Guests may not have the hotel cover payments on their behalf for purchases of hotel goods, airline/train/bus/taxi fares, postage stamp costs, baggage shipping charges, etc.
- 6. In addition to the stipulated tax, a service charge will be added to the room rate as stated in the attached Table 1.
- 7. Other gratuities to employees will be gratefully declined.

8. Please note that telephone calls made from your guest room will incur a facility usage charge.

(Conduct)

- 1. Please do not bring items likely to inconvenience or endanger other guests into the hotel:
 - (a) Dogs, cats, birds or other animals/pets Notwithstanding the above clause, guide dogs for persons with visual or hearing disabilities and service dogs as stipulated in the Act on Assistance Dogs for Physically Disabled Persons are permitted to accompany guests in the hotel.
 - (b) Gunpowder, gasoline or other substances of a combustible or flammable nature, as well as other hazardous items
 - (c) Malodorous or strong-smelling substances
 - (d) Unlicensed firearms or swords
 - (e) Excessively large volumes of baggage or other goods
 - (f) Other items whose possession is prohibited by law or ordinance
- 2. Please do not gamble or engage in other activities within the hotel that are injurious to public morals or public peace or that other guests would find annoying or repugnant.
- 3. Please refrain from using guest rooms or the lobby for business/office activities or for any other purpose than accommodation without express authorization from the hotel.
- 4. Please do not hang objects on the window or display objects inside the windows that might detract from the hotel's exterior appearance.
- 5. Please do not distribute advertising/publicity materials or engage in the sale of goods within the hotel without express authorization from the hotel.
- 6. Please do not use hotel facilities/fixtures outside their designated location/use or in a way that would significantly diminish their condition.
- 7. The publication for commercial purposes of photographs, etc., taken inside the hotel without express authorization from the hotel may be subject to legal action.
- 8. Please do not leave possessions in the hallway or in the lobby.
- 9. Please do not enter hallways, the lobby, restaurants or other facilities other than guest rooms wearing nightwear, bathrobes or slippers. If the hotel has a pool bath or other such facilities and has different rules that apply, please abide by those rules.
- 10. Please do not enter emergency staircases, the roof floor, equipment rooms or other facilities not designated for guest use except in emergencies or other unavoidable circumstances.
- 11. Accommodation of minors without the authorization of a guardian is strictly forbidden.
- 12. The hotel may demand suitable compensation if structures, furniture, fixtures or other items are damaged, soiled or lost for reasons other than force majeure.
- 13. Please do not smoke anywhere outside designated areas.