

# Accommodation Contract (General Terms and Conditions)

December 1, 2024

## Article 1. Scope of Application

01.01. The Accommodation Contract and related contracts to be concluded between our Hotel and the Guest shall be based on this Contract under the following terms and conditions of our Contract. Any matter not stipulated in this Contract shall be governed by laws and regulations (which refer to laws and regulations or rules based on laws and regulations; the same shall apply hereinafter) or generally established practice.

01.02. Notwithstanding the provisions of the preceding paragraph, if our Hotel has agreed to conclude a Special Contract that does not conflict with laws and ordinances or established practice, the said Special Contract shall prevail.

## Article 2. Application for an Accommodation Contract

02.01. The Guest who intends to apply to our Hotel for an Accommodation Contract will be required to provide our Hotel with the following particulars:

- (1) Name(s) of Guest(s) to be registered.
- (2) Date(s) scheduled for overnight stay and estimated time of arrival.
- (3) Accommodation charge (the amount selected by the Guest from among the amounts presented by our Hotel at the time of application; hereinafter referred to as "Accommodation Charge").
- (4) Other particulars considered necessary by our Hotel.

02.02. In the case that the Guest has requested during their stay an extension of an overnight stay beyond the date described in Item 2 of the preceding Paragraph, our Hotel shall handle their request as a new application for an Accommodation Contract which has been made at the point in time when the said request has been made.

## Article 3. Conclusion, etc. of the Accommodation Contract

03.01. The Accommodation Contract shall be considered to have been concluded at the time when our Hotel has accepted the application described in the preceding Article, unless our Hotel has certified that we have not accepted the said application.

03.02. When the Accommodation Contract has been concluded under the provision of the preceding Paragraph, the Application Money as set by us shall be paid by the date set by us.

03.03. The Application Money shall first be applied to the final payment of the Accommodation Charge payable, and when the circumstances requiring application of the provisions of Article 6 and Article 18 have arisen, to penalty and then to compensation money in this order. If there is any balance left it will be repaid at the time when the Accommodation Charge is paid as provided in Article 12.

03.04. In the case that the Application Money described in Paragraph 2 of this Article has not been paid by the date set by us as stipulated in the same Paragraph, the Accommodation Contract shall become invalid, but limited only to the case where our Hotel has notified the Guest to that effect at the time when prescribing the day due for payment of the Application Money.

## Article 4. Special Contract Not Requiring Payment of the Application Money

04.01. Notwithstanding the provision of the preceding Article, Paragraph 2, there are cases where our Hotel accepts a Special Contract which does not require payment of the Application Money specified in the said Paragraph after the conclusion of the

- Contract.
- 04.02. When accepting an application for an Accommodation Contract, in the case that our Hotel fails to request payment of the Application Money specified in the preceding Article, Paragraph 2, or in the case that it fails to prescribe the due date for payment of the said Application Money, the Special Contract described in the preceding Paragraph shall be considered to have been accepted.

#### Article 4.2. Request for Cooperation in Infection Prevention Measures at Facility

Our Hotel may request the Guest seeking accommodation for cooperation as provided in Article 4-2, paragraph 1 of the Hotel Business Act (Act No. 138 of 1948).

#### Article 5. Refusal of the Conclusion of the Accommodation Contract

05.01. The following are cases where our Hotel will not accept the conclusion of the Accommodation Contract:

- (1) When the Guest seeking accommodation is a patient with any of the infectious diseases listed in (a) to (e) below (hereinafter collectively referred to as "Specified Infectious Diseases") or a similar illness (referring to a patient with a Specified Infectious Disease, excluding new infectious diseases, a person deemed to be a patient with a Class I infectious disease, Class II infectious disease, novel influenza infection, etc., or designated infectious disease pursuant to the provision of Article 8 of the Act on the Prevention of Infectious Diseases and Medical Care for Patients with Infectious Diseases (hereinafter referred to as the "Infectious Disease Act"), including as applied mutatis mutandis pursuant to a cabinet order based on the provisions of Article 44-9, Paragraph 1 of the Infectious Disease Act, or a person with symptoms of a new infectious disease, excluding those specified by Order of the Ministry of Health, Labour and Welfare as carrying little risk of spreading Specified Infectious Diseases in the facilities of our Hotel; hereafter the same shall apply).
  - (a) A Class I infectious disease as specified in Article 6, Paragraph 2 of the Infectious Disease Act.
  - (b) A Class II infectious disease as specified in Article 6, Paragraph 3 of the Infectious Disease Act.
  - (c) A novel influenza infection, etc. as specified in Article 6, Paragraph 7 of the Infectious Disease Act.
  - (d) A designated influenza infection as specified in Article 6, Paragraph 8 of the Infectious Disease Act, to which the provisions of Article 19, Article 20, or Article 44-3, Paragraph 2 of the Infectious Disease Act are to be applied mutatis mutandis pursuant to a cabinet order based on the provisions of Article 44-9, Paragraph 1 of the Infectious Disease Act.
  - (e) A new infectious disease as specified in Article 6, Paragraph 9 of the Infectious Disease Act.
- (2) When the Guest seeking accommodation is considered likely to engage in gambling or other illegal activities or acts that disturb public morals.
- (3) When the Guest seeking accommodation corresponds to any of the following (a) to (c).
  - (a) An organized crime group defined in Article 2, item 2 of the Act on Prevention of Unjust Acts by Organized Crime Group Members (hereinafter referred to as an "Organized Crime Group"), an Organized Crime Group member defined in Article 2, item 6 of the same Act (hereinafter referred to as an "Organized Crime Group Member"), a quasi-member of or person related to an Organized Crime Group, or any other antisocial force.

- (b) A corporation or any other entity whose business activities are controlled by an Organized Crime Group or an Organized Crime Group Member.
- (c) A corporation of which any officer is a person who corresponds to an Organized Crime Group Member.
- (4) When the Guest seeking accommodation repeatedly makes either of the following requests (a) or (b) to our Hotel, which will impose so excessive a burden that it may seriously impede the provision of services related to the accommodation to other guests.
  - (a) A request that cannot be easily fulfilled such as a request for a reduction in the Accommodation Charge (except when requesting the elimination of social barriers as defined in Article 2, item 2 of the Act for Eliminating Discrimination against Persons with Disabilities (hereinafter referred to as the "Discrimination Elimination Act") in relation to accommodation).
  - (b) A request using words and deeds that are rude or violent or otherwise place a physical or mental burden on our employees (excluding those resulting from unfair discriminatory treatment (as defined in Article 8, Paragraph 1 of the Discrimination Elimination Act) by our Hotel of the person seeking accommodation or those on any other reasonable grounds equivalent thereto) that will require more effort than would normally be needed to treat the person making such request.
- (5) When there is no room in the accommodation facilities.
- (6) In cases of violation of the Prefectural Ordinance that applies to our Hotel (see the attached Schedule)

#### Article 5.2. Explanation of Refusal of the Conclusion of the Accommodation Contract

If our Hotel does not accept the conclusion of the Accommodation Contract pursuant to the preceding Article, the Guest seeking accommodation may request our Hotel to explain the reason therefor.

#### Article 6. Guest's Right to Cancel the Contract

- 06.01. The Guest may request that our Hotel cancel the Accommodation Contract.
- 06.02. In the case that the Guest has canceled the Accommodation Contract in whole or in part due to causes attributable to them (which is the case when our Hotel has requested payment of the Application Money prescribing the date due for such payment under the provision of Article 3, Paragraph 2, except in the case when the Guest has canceled the Accommodation Contract prior to such payment), the payment of penalty shall be required as specified in the attached Schedule, but in the case that our Hotel has accepted a Special Contract described in Article 4, Paragraph 1, the payment of penalty shall be required as specified in the attached Schedule only in the case where our Hotel has notified the Guest, when accepting the Special Contract, of their responsibility to pay a penalty for cancelation of such Contract.
- 06.03. In the case that the Guest does not arrive by the check-in time limit as specified in the attached Schedule without informing our Hotel of a delay (or after the lapse of two hours past the scheduled time of arrival if indicated by the Guest beforehand), the Accommodation Contract concerned may be considered to have been canceled by the Guest and be handled accordingly.

#### Article 7. Our Hotel's Right to Cancel the Contract

- 07.01. In the event that an event arises or is found after the Accommodation Contract is concluded that corresponds to or violates any of the items of Article 5, these General

Terms and Conditions, or the Rules of Use, Our Hotel may cancel the Accommodation Contract.

- 07.02. In cases where our Hotel has canceled the Accommodation Contract in accordance with the provision of the preceding Paragraph, charges for the accommodation service, etc. which have not yet been offered to the Guest shall not be receivable.

#### Article 7.2. Explanation of Cancellation of Accommodation Contract

If our Hotel cancels the Accommodation Contract pursuant to the preceding Article, the Guest may request our Hotel to explain the reason therefor.

#### Article 8. Registration of Accommodation

- 08.01. The Guest will be required to register the following particulars at the front desk of our Hotel on the check-in day:

- (1) Name, address, and contact information of the Guest .
- (2) Nationality and passport number, in the case of a foreign guest who does not have an address in Japan.
- (3) Other particulars considered necessary by our Hotel.

- 08.02. In the case that the Guest intends to pay the charges described in Article 12 by using such means in place of currency as traveler's checks, accommodation coupons, credit card, etc., they will be required to show them at the time of registration described in the preceding Paragraph.

- 08.03. In the case of a foreign guest without an address in Japan, to confirm identity we request that they show their passport, and we will take a copy of said passport.

#### Article 9. Time Allowed for Use of the Guest Room

- 09.01. The time allowed for the Guest to use the guest room of our Hotel shall be as specified in the attached Schedule. This shall exclude cases when the Guest stays for more than one night in succession, in which case the Guest may use the guest room all day except the day of arrival and the day of departure.

- 09.02. Notwithstanding the provision of the preceding Paragraph, there are cases where our Hotel may accept the use of the guest room in hours other than those specified in the preceding Paragraph, in which case an additional charge will be required as specified in the attached Schedule.

#### Article 10. Compliance with Rules of Use of the Hotel

- 10.01. While staying in our Hotel, the Guest will be required to comply with the Rules of Use prescribed by us.

#### Article 11. Service Hours

- 11.01. The service hours of principal facilities in our Hotel shall be as shown on the website of our Hotel, the pamphlets provided at the site, displays at major points inside our Hotel, and the service directory provided in each guest room.

- 11.02. The service hours described in the preceding Paragraph may be changed temporarily for unavoidable reasons, in which case the Guest will be notified by proper means.

#### Article 12. Payment of Charges

- 12.01. The breakdown of the Accommodation Charge, etc. payable by the Guest shall be as shown in the attached Schedule.

- 12.02. Payment of the Accommodation Charges, etc. described in the preceding Paragraph shall be made in currency or by other alternative means acceptable by our Hotel, such as traveler's check, accommodation coupon, credit card, etc., at the front desk

or a place designated by our Hotel at the time the Guest departs from our Hotel or is requested by our Hotel.

- 12.03. In the case that the Guest has not stayed at our Hotel at their discretion even after we have offered the guest room to the Guest and made it available for them to use, the Accommodation Charge will still be charged.

#### Article 13. Responsibility of Our Hotel

- 13.01. In the case that we have inflicted damage on the Guest in the course of fulfilling the Accommodation Contract and related Contracts or in breach of these Contracts, we shall compensate for the said damage, unless the said damage has been caused due to a cause not attributable to us.
- 13.02. Our Hotel is covered by liability insurance in case of emergencies such as fire.

#### Article 14. Handling in Cases When the Guest Room Contracted Is Not Available

- 14.01. Should the guest room contracted for the Guest under the Accommodation Contract become unavailable for them, our Hotel shall try to offer other accommodation facilities under the same conditions as those of the original Accommodation Contract as much as possible, subject to the consent of the Guest concerned.
- 14.02. Notwithstanding the provision of the preceding Paragraph, in cases where we are unable to offer other accommodation facilities to the Guest, we shall pay to them a compensation charge equivalent to the penalty, which will be applied to the amount of the compensation for damages. However, in cases where there is no cause attributable to us for not being able to offer the guest room, we shall not pay the compensation charge.

#### Article 15. Handling of Checked Articles, etc.

- 15.01. Our Hotel does not keep cash or valuables for the Guest. When other articles we have kept are lost or damaged, our Hotel shall compensate for the damage, unless the loss or damage has been caused by force majeure. However, when the Guest has failed to clearly report the kind and value of such cash or valuables at our request, we shall compensate for the damage up to the maximum amount of 100,000 yen.
- 15.02. When the Guest has brought into our Hotel articles, cash, or valuables, we shall compensate for the loss or damage inflicted on them if caused intentionally or negligently on our part. However, for articles, cash, and valuables whose kinds and values the Guest has failed to clearly report, we shall compensate for damage up to the maximum amount of 50,000 yen unless the loss or damage is caused by intention or serious negligence on our side.

#### Article 16. Custody of Baggage or Personal Belongings of the Guest

- 16.01. When the baggage of the Guest has arrived at our Hotel prior to their arrival, our Hotel will hold it subject to our agreement given prior to its arrival, and will provide it to the Guest at the time when they check in at the front desk.
- 16.02. In the case that any baggage or personal belongings of the Guest are found misplaced after they have checked out, our Hotel shall wait for the owner to contact us for an inquiry, and then ask for their instructions, in principle. However, when there are no instructions from the owner or the owner has not been identified, our Hotel shall deal with them according to the Lost Goods Act and the relevant police station.
- 16.03. The responsibility of our Hotel regarding the custody of the Guest's baggage or personal belongings in the case of the preceding two Paragraphs shall conform to the provisions of the preceding Article, Paragraph 1, in the case of Paragraph 1 of this Article, and to the provisions of the preceding Article, Paragraph 2, in the case of the preceding Paragraph.

#### Article 17. Responsibility for Parking

17.01. When the Guest uses the parking area of our Hotel, our Hotel only lends the parking area and does not assume responsibility for care and custody of the vehicle parked, 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 vehicle parked is damaged intentionally or negligently on our side while keeping the parking area under our control.

Article 18. Responsibility of the Guest

18.01. In the case that our Hotel has suffered damage due to the intention or negligence of the Guest, the Guest will be required to compensate our Hotel for the said damage.

Article 19. Language

19.01. If there is any conflict or discrepancy between the Japanese version and English version of these General Terms and Conditions, the Japanese version shall prevail in all cases.

Article 20. Disaster Countermeasures

20.01. We request your cooperation in preventative measures against fire, earthquakes, and other such disasters, and request that in an emergency situation you follow the directions of our staff and remain calm. Additionally, in preparation for an unforeseen event, we ask that you familiarize yourself with the emergency exits, firefighting equipment, evacuation methods, etc. in advance.

Article 21. Governing Law and Jurisdiction

21.01. These General Terms and Conditions and the Accommodation Contract shall be governed by and construed in accordance with the laws of Japan. The Guest and our Hotel hereby agree that any dispute arising out of these General Terms and Conditions or the Accommodation Contract shall be subject to the exclusive jurisdiction of the Tokyo District Court or the Osaka District Court in the first instance.

Article 22. Change to the General Terms and Conditions

22.01. Our Hotel may change the General Terms and Conditions. Any changes will be announced on our website.

22.02. These General Terms and Conditions effective at the conclusion date of the Accommodation Contract shall apply to the relevant Accommodation Contract.

## I. Breakdown of Accommodation Charges

Content		
Total amount to be paid by the Guest	Accommodation Charge	(1) Basic accommodation charge (room charge) (2) Service charge ((1) × 10%)
	Additional charges	(1) Food and beverage charge (except for those included in (1)) (2) Service charge ((3) × 10%)
	Tax	(5) Consumption tax (including local consumption tax) (6) Accommodation tax

### Remarks:

- Accommodation is free for preschool-aged children. For children requiring bedding, the basic charge will be applied. For children aged 7 or older, the basic charge will be applied.
- In the event of a tax law amendment, the provisions after the amendment shall apply.

## II. In Cases of Violation of Prefectural Ordinances

(Article 5 of the Tokyo Prefectural Ordinance for the Enforcement of the Inns and Hotels Act)

When the Guest seeking accommodation is considered likely to cause serious trouble for other guests due to excessive intoxication or any similar cause. When the Guest in accommodation behaves in a way that causes serious trouble for other guests.

## III. Penalties

Day When Cancellation Notice Is Received Number of Guests Applying for Contract		No Show	Check-in Day	1 Day Prior	7 Days Prior	10 Days Prior	20 Days Prior
Individual Guest	14 or fewer	100%	80%	20%	0%	0%	0%
Group Guests	From 15 to 100	100%	80%	80%	50%	10%	0%
	101 or more	100%	100%	80%	50%	20%	10%

### Note:

- Percentages are the percentage of the Penalty against the Basic Accommodation Charge.
- In the case that the Accommodation Contract has been canceled for a part of the Group (consisting of 15 or more members), the Penalty shall be waived if the number of Group members canceling is equal to 10% or less (fractions to be rounded up) of the total number of Group members booked for accommodation as of 14 days prior to the first day of occupancy (or the day when the Accommodation Contract has been accepted if less than 14 days prior to the first day of occupancy).
- Different penalties than the above may be provided by separate accommodation packages or plans offered by our Hotel or other special agreements made individually.
- In addition, travel agencies (including online travel agents) affiliated with our Hotel that have established partnerships may have prescribed different penalties than the above.
- When charging cancellation fees, our Hotel uses the online payment system" CANCEL PAY" provided by KANXASHI Corporation. We will contact you through the online payment system in accordance with the cancellation policy.

## IV. Check-in time limit

8:00 p.m. on the check-in day

V. Time allowed for use of the guest room

From 3:00 p.m. until 10:00 a.m. of the following morning

VI. Additional charges

- (1) Single: 1,000 yen, Twin: 1,600 yen per extended hour
- (2) From 3:00 p.m., 100% of the amount equivalent to the room charge
- (3) The amount equivalent to the room charge as described in the preceding Paragraph shall be 70% of the basic room charge.