



General Terms & Conditions for Accommodation Contracts

Regulations

The hotel guests are requested to observe the following rules in accordance with the "General Conditions Article 10"

In case one of the these rules is violated, his or her stay will be discontinued regardless of the previous reservation in accordance with the "For Accommodation, Article 7 "

01. Please do not use a private stove or iron for heating and cooking in the hotel.
02. Please do not smoke in bed or other places where causes of fire are apt to occur.
03. Please do not give annoyance to the other guests by making excessive noise or with disgusting behaviors.
04. Please not carry the followings into the hotel.
 - (A) Animals, Birds, etc.
 - (B) Things with loathsome smell.
 - (C) Excessive amount of goods.
 - (D) Explosive items such as gunpowder, gasoline, etc.
 - (E) Illegally possessed guns, swords and weapons.
05. Not allowed to gamble or behave in a demoralizing manner in the hotel.
06. Not allowed to bring visitors into the room and non-house guest to use furnitures and fixtures.
07. Please do not use the room or the lobby as business office.
08. Please do not use furnitures and fixtures in the room or the hall-way for the purpose other than the original objective.
09. Not allowed to take out the items which belong to the room or relocate those to other part of the hotel.
10. Not allowed to modify the room fixtures or its furnitures in any manner.
11. Not allowed to distribute advertising materials to the other guests in the hotel.
12. Please do not leave your property in the hall-way or the lobby.
13. Not allowed to order take out foods or drinks from the outsiders for the purpose of consumption behind in the room.
14. We hold your laundries and other items unintentionally left for the period of three months after your departure, unless your specific instructions on it.
15. Use of guest rooms for purposes other than lodging is not permitted.

Notice :

1. Guests who are staying for more than three nights and whose bill exceeds 50,000 yen will be presented with a bill and be required to pay the stated amount at that time, before their final check out. All other payments will be required at time of check-out.
2. Only one receipt will be prepared for each room. If two persons are staying in a room and want separated receipts, they are requested to notify the cashier to that effect as early as possible.
3. If you have any questions regarding your bill, please do not hesitate to contact the front cashier .
You are kindly requested not to go out of your room in a Nightwear or slippers.

Prevention for Possible Crime :

1. Please close the door whenever you go out.
2. Please receive your visitor at the Lobby.
3. When you are in the room, please double-lock the door with the bolt and door-arm.
4. Whenever any doubtful knocking has been done by a stranger, please dial number 9 (Front Desk) Normally our housemaid clean your room between 9:00a.m. to 4:00p.m.

Caution for Possible Disaster :

1. Please ascertain the location of the emergency exit before your sleep.
2. Please refrain from smoking in the bed, and we appreciate for your cooperation, please extinguish the cigarettes before your sleep.
3. Whenever you have noticed any burning smell or smoke, please dial number 9 (Front Desk) immediately.
4. In case of emergency, please follow the instruction of the hotel staff for evacuation.

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■ Scope of Application

Article 1.

- (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 generally accepted practices.
- (2) In the case when the hotel has entered into a special contract with the guest insofar as such special contract does not violate laws and regulations and generally accepted practices, notwithstanding the preceding Paragraph, the special contract shall take precedence over the provisions of these terms and conditions.

■ Application for Accommodation Contracts

Article 2.

- (1) A guest who intends to make an application for an 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 charges (based in principle on the basic accommodation charges listed in the Attached Table No.1)
 - 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.

■ Conclusion of Accommodation Contracts, etc.

Article 3.

- (1) A contract for accommodation shall be deemed to have been 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 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 shall be first used for the Total accommodation charges to be paid by the guest, 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 charges 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.

■ Special Contracts Requiring No Accommodation Deposit

Article 4.

- (1) Notwithstanding 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 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.

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■ Refusal of Accommodation Contracts

Article 5.

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 is requested to assume an unreasonable burden in regard to his accommodation.
- ⑥ When the hotel is unable to provide accommodation due to natural calamities, dysfunction of the facilities and other unavoidable causes.
- ⑦ When corresponding to the law and the ordinance.
- ⑧ When the guest seeking accommodation belongs to or is affiliated with an organized crime syndicate (March 1st, 1992 Boryokudan countermeasures law)
- ⑨ When the guest seeking accommodation is an executive or regular employee of a corporation or other organization working under or for an organized crime syndicate or which supports their business in any way.
- ⑩ When the guest seeking accommodation is a member or affiliate of an antisocial organization or he/she is deemed as being of antisocial influence.
- ⑪ When the hotel deems that it would be difficult to ensure the safety of the guest due to either physical or mental debilitation or intoxication from alcohol or drugs.
- ⑫ When the guest seeking accommodation is deemed as suspicious or there is other due cause for refusing accommodation.

■ Right to Cancel Accommodation Contracts by the Guest

Article 6.

- (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 of 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 p. m. of the accommodation date (2 hours 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.

■ Right to Cancel Accommodation Contracts by the Hotel

Article 7.

- (1) The hotel may cancel the accommodation contract under any of the following cases.
 - ① When the guest is deemed liable to conduct and 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 When the hotel is requested to assume an unreasonable burden in regard to his accommodation.
 - ④ When the hotel is unable to provide accommodation due to natural calamities and other causes of force majeure.
 - ⑤ When corresponding to the law and the ordinance.
 - ⑥ 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).
 - ⑦ If the guest's behavior before and/or during their accommodation corresponds to number (8), (9), (10), (11) or (12) of provision 5 in the Terms and Conditions for Accommodation.
- (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.

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■ Registration

Article 8.

- (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.
 - ④ Other particulars deems 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 Japanese currency, such as traveler's cheques ,coupons or credit cards, these credentials shall be shown in advance at the time of the registration prescribed in the preceding Paragraph.

■ Occupancy Hours of Guest Rooms

Article 9.

- (1) The guest is entitled to occupy the contracted guest room of the hotel from 2 p.m. to 11 a.m. the next morning. 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.
Regardless of the rules outlined in the previous section, the hotel will, under some circumstances, agree to let guests stay in their room for longer than the hours specified in the terms and conditions. In such cases guests will be charged 1,000 yen per hour (per room / GST inclusive).

■ Observance of Use Regulations

Article 10.

The guest shall observe the use regulation established by the hotel, which are posted within the premises of the hotel.

■ Business Hour

Article 11.

- (1) The business hours of the main facilities, etc. of the hotel are as follows, and those of other facilities, etc. shall be notified in detail by brochures as provided, notices displayed in each place, service directories in guest rooms and others.
 1. Service hours of front desk, cashier's desk, etc.
 1. A Closing time : none
 1. B Front service : 24 hours
 2. Service hours (at facilities) for dining, drinking, etc.
 1. A NEW YORK CAFE : 7:00-25:00
 1. B OZAWA : 11:30-22:00
 1. C MITSUKI : 11:30-22:30
- (2) The business hours specified 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.

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■ Payment of Accommodation Charges

Article 12.

- (1) The breakdown and method of calculation of the accommodation charges, etc. that the guest shall pay is as listed in the Attached Table No. 1.
- (2) Accommodation charges, etc. as stated in the preceding Paragraph shall be paid with Japanese currency or by any means other than Japanese currency such as traveler's cheques, coupons or credit cards recognised by the hotel at the front desk at the time of the departure of the guest or upon request by the hotel.
- (3) Accommodation charges shall be paid even if the guest voluntarily does not utilise the accommodation facilities provided for him by the hotel and are at his disposal.

■ Liabilities of the Hotel

Article 13.

- (1) The hotel shall compensate the guest for the damage if the hotel has caused such damage to the guest in the fulfilment or the nonfulfilment of the accommodation contract and 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.
- (2) Even though the hotel has received the "PASS MARK"(Certificate of excellence of fire prevention standard issued by the fire station), furthermore, the hotel is covered by the Hotel Liability Insurance in order to deal with unexpected fire and other disasters.

■ Handling When the Hotel is unable to Provide Contracted Rooms

Article 14.

- (1) The hotel shall, when unable to provide contacted rooms, arrange accommodation of the same standard elsewhere for the guest insofar as practicable with the consent of the guest.
- (2) When arrangement of other accommodation can not be made notwithstanding the provisions of the preceding paragraph, the hotel shall pay the guest a compensation fee equivalent to the cancellation charges and the compensation fee shall be applied to the reparations. However, when the hotel cannot provide accommodation due to causes for which the hotel is not liable, the hotel shall not compensate the guest.

■ Handling of Deposited Articles

Article 15.

- (1) 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 .
- (2) The hotel shall compensate the guest for the damage when loss, breakage or other damage is caused, though 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 the 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 the part of the Hotel, the hotel shall compensate the guest within the limits of 150,000 yen.

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■ Custody of Baggage and Belongings of the Guest

Article 16.

- (1) 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.
- (2) When after hotel guest was checked out of, baggage of hotel guest or portable article is left at our hotel communication from the owner.
We decide to deal by instructions and shall be based on handling standard of our hotel about other measures.
Please be advised that cost for shipping out items left behind back to the owner shall be borne by the Guest.

■ Liability in regard to Parking

Article 17.

The hotel shall not be liable for the custody of the vehicle of the guest when the guest utilises the parking lot within the premises of the hotel, as it shall be regarded that the 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 regard to the management of the parking lot.

■ Liability of the Guest

Article 18.

The guest shall compensate the hotel for the damage caused through intention or negligence on the part of the guest.

Attached Table No.1

Calculation method for accommodation charges (Ref. Paragraph 1 of Article 2, Paragraph 1 of Article 3 and Paragraph 1 Article 12)

		Contents
Total Amount be paid by the Guest	Accommodation Charges	Basic Accommodation Charge (Room Charge) Service Charge Tax
	Meal Charges	Meals & Drinks (or Extra Meals & Drinks) Service Charge Tax
	Other charges	Telephone, Telex & Facsimile VOD TV Laundry Other charges made during the guest's stay Tax

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Attached Table No.2

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

Date When cancellation of Contract is Notified	Contracted Number of Guests	
	1 to 14 (up to 8 rooms)	15 to 99 (more than 8 rooms)
No Show	100%	100%
Accommodation Day	100%	100%
1 Day Prior to Accommodation Day	50%	100%
14 Days Prior to Accommodation Day		50%

Remarks

1. The percentages signify the rate of cancellation charge to the basic accommodation charges.
2. When the number of days contracted is shortened, the cancellation charge for its first day shall be paid by the guest regardless of the number of days 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 occupancy (when accepted less than 10 days prior to the occupancy, as of the date) with fractions counted as a whole number.