

TERMS AND CONDITIONS FOR ACCOMMODATION CONTRACTS

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 the following Terms and Conditions. Any particulars not provided for herein shall be governed by laws and regulations and or generally accepted practices.

1-2 In a case when the Hotel has entered into a special contract with the Guest insofar as such a special contract does not violate laws and regulations and generally accepted practices, not withstanding 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 submit 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. ;

2-2 In a case when the Guest requests, during his stay, extension of the accommodation beyond the date in subsection (2) of the preceding Section, it shall be regarded as an application for a new Accommodation Contract at the time such requests are 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.

3-2 When a Contract for Accommodation has been concluded in accordance with the provisions of the preceding Section, 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.

3-3 The deposit shall be first used for the Total Accommodation Charge to be paid by the Guest, then secondly for the cancellation charge under Article 6, and thirdly for reparation under Article 18 as applicable, and the remainder, if any, shall be refunded at the time of the payment of the Accommodation Charge as stated in Article 12.

3-4 When the Guest has failed to pay the deposit by the date as stipulated in Section 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 Section 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 Section.

4-2 In a case when the Hotel has not requested payment of the deposit as stipulated in Section 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, it shall be treated as if the Hotel has accepted a special contract prescribed in the preceding Section.

Refusal of Accommodation Contracts

Article 5-1 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 a Guest seeking accommodation is considered to fall under any of the following categories, (a) through (c):
 - (a) He or she belongs to a gang as defined in Article 2, Item 2 of the Law Concerning the Prevention of Unjust Acts by Gang Members (Law No. 77 of 1991) (hereinafter, "gang"), is a gang member as defined in Item 6 of the same Article (hereinafter, "gang member"), is an associate gang member or is otherwise associated with a gang or any other antisocial elements.
 - (b) He or she belongs to a corporate entity or other organization that is owned and/or operated by a gang or gang member(s).
 - (c) He or she belongs to a corporate entity whose executives include a person or persons defined as gang members.
- (5) When a Guest seeking accommodation has acted or behaved in a manner that creates a significant nuisance to other guests.
- (6) When the Guest seeking accommodation can be clearly recognized as carrying an infectious disease;
- (7) When a Guest seeking accommodation has made demands with regard to his or her accommodation that are violent or intimidating

- in nature or that would place an unreasonable burden on the Hotel.
- (8) When the Hotel is unable to provide accommodation due to natural calamities, dysfunction of the facilities and/or other unavoidable causes;
- (9) When the guest appears liable to, or in fact conducts himself in a disorderly manner, or when the guest disturbs or annoys other guests, especially when the guest is heavily intoxicated.

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.

6-2 In a 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 payment of the deposit during the specified period as prescribed in Section 2 of Article 3 and the Guest has cancelled prior to payment) the Guest shall pay cancellation charges as listed in the Attached Table No.2. However, in a case when a special contract as prescribed in Section 1 of Article 4 has been concluded, the same shall apply only when the Guest is informed of the obligation of payment of the cancellation charge in case of cancellation by the Guest.

6-3 In a case when the Guest does not appear by 10:00p.m. of the accommodation date (2 hours after the expected time of arrival if the Hotel is notified) 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/or has 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 a Guest is considered to fall under any of the following categories, (a) through (c):
 - (a) He or she belongs to a gang, is a gang member, is an associate gang member or is otherwise associated with a gang or any other antisocial elements.
 - (b) He or she belongs to a corporate entity or other organization that is owned and/or operated by a gang or gang member(s).
 - (c) He or she belongs to a corporate entity whose executives include a person or persons defined as gang members.
- (3) When a Guest has acted or behaved in a manner creating a significant nuisance to other guests.
- (4) When the Guest can be clearly recognized as carrying an infectious disease;
- (5) When a Guest has made demands with regard to his or her accommodation that are violent or intimidating in nature or that would place an unreasonable burden on the Hotel.
- (6) When the Hotel is unable to provide accommodation due to natural calamities and/or other causes of force majeure.
- (7) When the guest appears liable to, or in fact conducts himself in a disorderly manner, or when the guest disturbs or annoys other guests, especially when the guest is heavily intoxicated.
- (8) When a Guest has smoked while in bed, vandalized fire detection or prevention equipment or otherwise disregarded the prohibitions* established in the Hotel's Terms of Use. (*limited to those prohibitions deemed necessary for the prevention of fire)

Article 7-2 In a case when the Hotel has cancelled the Accommodation Contract in accordance with the preceding Section, the Hotel shall not be entitled to charge the Guest for any of the services which he did not receive during the contractual period.

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) For non-Japanese, nationality, passport number, port and date of entry into Japan;
- (3) Date and estimated time of departure;
- (4) Other particulars deemed necessary by the Hotel.

8-2 When a Guest intends to pay the accommodation fee described in Article 12 using traveler's checks, hotel vouchers, credit cards or any other means in place of cash, he or she shall present such means of payment in advance at the time of registration described in the previous section.

Occupancy Hours of Guest Rooms

Article 9-1 The Guest is entitled to occupy the contracted guest room of the Hotel from 2:00p.m. to 11:00a.m. the next day. However, in a case when the Guest is accommodated continuously, the Guest may occupy it all day long except for the days of arrival and departure.

9-2 The Hotel may, notwithstanding the provisions prescribed in the preceding Section, permit the Guest to occupy the room beyond the time prescribed in the same Section. In this case, additional charges shall be paid as follows:

- (1) Until 12:00p.m. ...1,000yen (tax included)
- (2) Until 1:00p.m. ...2,000yen (tax included)
- (3) Until 2:00p.m. ...3,000yen (tax included)
- (4) Until 3:00p.m. ...4,000yen (tax included)
- (5) After 3:00p.m. ...The room rate of that day will be charged.

Compliance with the Hotel's Terms of Use

Article 10-1 While on the premises, a Guest shall abide by the Hotel's established Terms of Use, which are posted within the Hotel's premises.

Business Hours

Article 11-1 The business hours of the Hotel's main facilities and services are as listed below. Detailed business hours of other facilities and services may be found in the brochures and pamphlets provided, postings located throughout the Hotel premises and the service directories placed in each guest room.

- (1) Service hours of the front desk, cashier's desk, etc.
 - A. Main Lobby Entrance: open 24 hours
 - B. Front Reception: open 24 hours
 - C. Exchange Service: open 24 hours
- (2) Service hours(at facilities) for dining, drinking etc.
 - A. Breakfast: Claire 6:30a.m.~10:30a.m.
Tomonoura 7:00a.m.~10:00a.m.
 - B. Lunch: Claire 11:00a.m.~ 2:30p.m.
Tomonoura 11:30a.m.~ 2:00p.m.
Rosier 11:30a.m.~ 2:00p.m.
 - C. Dinner: Claire 5:00p.m.~ 9:00p.m.
Tomonoura 5:00p.m.~ 9:30p.m.
Rosier 5:00p.m.~10:00p.m.
 - D. Other facilities:
 - Châtelaïne 5:00p.m.~ 0:00a.m.
 - Yuraiken 11:00a.m.~10:00p.m.
- (3) Service Hours of Ancillary Facilities
 - Banquet Reservations: 9:00a.m.~ 8:00p.m.

11-2 The business hours specified in the preceding Section are subject to temporary changes by the Hotel due to unavoidable causes. In such a case, the Guest shall be informed by appropriate means.

Payment of Accommodation Fees

Article 12-1 An itemized breakdown of accommodation and other fees to be paid by the Guest is listed in the Attached Table No. 1.

12-2 Accommodation Charges, etc., as stated in the preceding Section, shall be paid with Japanese currency, or by any means other than Japanese currency such as traveler's cheques, coupons or credit cards recognized by the Hotel, at the front desk at the time of departure of the Guest or upon request by the Hotel.

12-3 Accommodation Charges shall be paid even if the Guest voluntarily does not utilize the accommodation facilities provided for him by the Hotel and which are at his disposal.

Liabilities of the Hotel

Article 13-1 The Hotel shall compensate the Guest for damage if the Hotel has caused such damage to the Guest in the fulfillment or the nonfulfillment of the Accommodation Contract and/or related agreements. However, the same shall not apply in cases where such damage has been caused due to reasons for which the Hotel is not liable.

13-2 The Hotel is covered by hotel liability insurance in case of fire or other disaster.

When unable to provide Contracted Rooms

Article 14-1 The Hotel shall, when unable to provide contracted rooms, arrange for accommodation of the same standard elsewhere for the Guest insofar as practicable with the consent of the Guest.

14-2 When arrangement of another accommodation cannot be made notwithstanding the provisions of the preceding Section, 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 However, for cash and other valuables, when a Guest has failed to report the specific content and value of such cash and/or valuables as requested by the Hotel, the Hotel shall compensate the Guest for losses or other damages up to a maximum of 150,000 yen.

15-2 However, for cash and other valuables whose specific content and value have not been reported in advance by the Guest, the Hotel shall compensate the Guest for losses and other damages up to a maximum of 150,000 yen unless such losses and/or damages have occurred due to intentional action or gross negligence on the part of the Hotel.

Custody of Baggage and/or Belongings of the Guest

Article 16-1 When baggage of the Guest is brought into the Hotel before his arrival, the Hotel shall be liable to keep it only in a 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.

16-2 When bags or other personal possessions belonging to a Guest are found to have been left behind after the Guest has checked out of the Hotel, the Hotel shall await instructions from the items' owner. When the Hotel has not received instructions from the owner or the owner cannot be identified, the Hotel shall store lost or misplaced articles for a period of two months, beginning on the day of their discovery, after which time the Hotel shall dispose of them as it sees fit. Further, when articles of value are discovered, the Hotel shall deliver them to the nearest police station upon their discovery. Notwithstanding the preceding, when food, perishables or other items which cannot be stored for prolonged periods, as well as magazines or other items deemed unsuitable

for storage in the Hotel, are discovered, the Hotel shall store them for a period of one day, beginning on the day of their discovery, after which time the Hotel shall dispose of them as it sees fit.

16-3 The Hotel's liability in regard to the custody of the Guest's baggage and belongings in the case of the preceding two Section shall be assumed in accordance with the provisions of Section 1 of the preceding Article in the case of Section 1, and with the provisions of Section 2 of the same Article in the case of Section 2.

Liability in regard to Parking

Article 17-1 The Hotel shall not be liable for custody of the vehicle of a Guest when the Guest utilizes 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 at the Hotel or not. However, the Hotel shall compensate the Guest for 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 18-1 The Guest shall compensate the Hotel for damage caused through intention or negligence on the part of the Guest.

Disclaimers

Article 19-1 When accessing a computer network from within the Hotel's premises, the Guest agrees to do so entirely under his or her own responsibility. The Hotel accepts no responsibility for any damages that a user may incur during network use as a result of interrupted service due to system failure or other causes. Furthermore, when the Hotel and/or any third party has incurred damages as a result of computer network activity that the Hotel deems inappropriate, the user responsible for such damages shall duly compensate any and all injured parties.

Governing Language

Article 20 These provisions are written in Japanese, English, Chinese and Korea. In the event of any inconsistency or difference between the two versions of these provisions, the Japanese version shall prevail in all respects.

Attached Table No. 1

Itemized Breakdown of Accommodation and Other Fees (concerning Articles 2.1 and 12.1)

		Itemized Breakdown of Fees
Total Amount to be paid by the Guest	Accommodation Fee	① Basic Accommodation Fee (Room Rate (or Room Rate + Food & Drink, i.e. Breakfast, etc.)) ② Service Fee (①×10%)
	Additional Charges	③ Additional Food & Drink (except those included in ①) ④ Service Fee (③×10%)
	Taxes	a) Consumption Tax

Attached Table No.2

Cancellation Charge of Hotel (Ref. to Section 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%
Group	15 to 99	100%	80%	20%	10%	
	100 and more	100%	100%	80%	20%	10%

Remarks:

- The percentages signify the rate of cancellation charge to the Basic Accommodation Charge.
- When the number of days contracted is shortened, a cancellation charge for the first day shall be paid by the Guest regardless of the number of days shortened.
- When an Accommodation Contract is cancelled by some of the members of a Group of Guests (15 or more people), the cancellation charge shall be waived for a number of guests equivalent to 10% (with fractions rounded up) of the number of Guests booked as of 10 days prior to the date of check-in (or, when reservations have been made within 10 days of check-in, the number of guests booked as of the date of booking).