

Scope

Article 1

- (1) Accommodation contracts and related agreements to be concluded between the hotel and the guest shall be subject to these Terms and Conditions, and all matters not provided herein shall be subject to the laws and regulations, etc. (meaning laws and regulations or those based on laws and regulations; the same shall apply hereinafter) or generally accepted practices.
- (2) In the event that the hotel has entered into a special agreement to the extent that such special agreement does not violate any laws and regulations and generally accepted practices, the special agreement shall prevail, notwithstanding the preceding paragraph.

Application for hotel contract

Article 2

- (1) Persons seeking to apply for use of the hotel are those who present the following information to the hotel:
 1. Guest name
 2. Dates of stay and expected arrival time
 3. Hotel rate (as a rule, base rate as seen on Table 1)
 4. Other information deemed necessary by the hotel
- (2) Where hotel guests exceed the dates of stay stipulated in Item 2 of the preceding Clause and apply to extend their stay, the hotel shall treat this as a new application for hotel contract effective the date said extension is applied for.

Entering into hotel contract

Article 3

- (1) Hotel contracts go into effect when the hotel consents to an application as described in the preceding Article. The above may not apply where the hotel demonstrates that it has not made such consent.
- (2) Where a hotel contract goes into effect per the terms of the preceding Clause, guests of the hotel shall pay the application fee stipulated by the hotel, the maximum being the base rate for the given number of dates of stay, by the date specified by the hotel.
- (3) Application fees shall be used towards the final hotel rates payable by the guest; where circumstances defined in Article 6 and 18 occur, said fees shall be used towards breach of contract fees and then towards compensation, in that order. Any remaining amount shall be returned following payment of the amount as stipulated in Article 12.
- (4) Contracts for persons seeking to stay at the hotel who do not pay the application fees stipulated in Clause 2 above by the date specified by the hotel in the same clause shall be revoked by the hotel. The above shall be limited to cases where the hotel specifies the payment date of application fees to the guest.

Special clause: where application fees are not required

Article 4-1

- (1) The terms of Clause 2 of the preceding Article notwithstanding, the hotel may comply with special clauses stipulating that the application fees described above are not required.
- (2) Where the hotel does not seek the application fees stipulated in Clause 2 of the preceding article, or where the hotel does not specify a payment date for said application fees, it shall be treated as having invoked the special clause above.

Request for cooperation in infection prevention measures at the hotel facility

Article 4-2

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

Refusal of hotel contracts

Article 5-1

The hotel may refuse to conclude an accommodation contract in the following cases. However, this paragraph does not mean that the hotel may refuse accommodation in cases other than those listed in Article 5 of the Hotel Business Act.

- (1) If the application for stay does not conform to these terms and conditions;
- (2) If there are no rooms available due to full occupancy;
- (3) If the person or persons seeking to stay at the hotel engage in activities that might contravene laws, statutes, and regulations, or disturb the peace or the common weal.
- (4) If any of items A through C below are found to apply to the person or persons seeking to stay at the hotel:
 - A Organized crime syndicates (hereinafter, "organized crime syndicates") as defined in Article 2, Item 2 of the Act on Prevention of Unjust Acts by Organized Crime Group Members (1991 Act 77), organized crime syndicate members (hereinafter, "members of organized crime syndicates"), or associates of or parties involved with organized crime syndicates, or other anti-social forces
 - B A company or organization the activities of which are controlled by an organized crime syndicate or the members thereof
 - C A corporation the executives of which include members of organized crime syndicates
- (5) Where the person or persons seeking to stay at the hotel engage in acts of violence, intimidation, extortion, or threatening requests, or requests that exceed a reasonable scope, or where said acts were conducted in the past
- (6) When a person who intends to stay at the hotel is a patient, etc., with a specific infectious disease as stipulated in Article 4-2, Paragraph 1, Item 2 of the Hotel Business Act (hereinafter referred to as "Patients, etc., with a specific infectious disease").
- (7) When a violent act of demand is committed or a burden exceeding a

reasonable range is demanded with regard to accommodation. (However, this excludes cases where a person who intends to stay at the hotel requests the removal of social barriers pursuant to the provisions of 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 referred to as the "Disabilities Discrimination Act"].)

- (8) When a person who intends to stay at the hotel repeatedly asks the hotel what is stipulated in Article 5-6 of the Enforcement Regulations of the Hotel Business Act as a request that is so burdensome in its implementation and may seriously impede the provision of accommodation services to other guests.
- (9) Where the person or persons seeking to stay at the hotel have an unhygienic appearance or attire that would disturb other guests.
- (10) Where laws, statutes, regulations, or governmental directives, or equivalent measures render it impossible for the person or persons seeking to stay at the hotel to enter into a contract for hotel use.

Explanation of refusal to conclude accommodation contract

Article 5-2

In the event that the hotel refuses to conclude an accommodation contract in accordance with the preceding article, the person who intends to stay at the hotel may request an explanation of the reasons for such refusal.

Customer's right to cancel

Article 6

- (1) Guests can request that the hotel cancel their hotel contract.
- (2) Where canceling a contract, in whole or in part, for causes imputable to the guest (excludes cases where, per Article 3, Clause 2, the hotel stipulates a date for payment of application fees and requests their payment and the guest files for cancellation in advance of said payment), the hotel collects breach of contract fines as stipulated per Table 2. Where the hotel complies with the terms of Article 4, Clause 1, payment of breach of contract for cancellation of contract shall apply only to those cases where the hotel notifies the guest.
- (3) Where a guest does not arrive at the hotel on the intended date of stay before 8:00 PM (where the date of arrival has been explicitly stated in advance, two hours after said time) and does not notify the hotel, the guest shall be held to have withdrawn from the contract.

Hotel's right to cancel

Article 7-1

- (1) The hotel may cancel the accommodation contract in the following cases. However, this paragraph does not mean that the hotel may refuse accommodation in cases other than those listed in Article 5 of the Hotel Business Act.
 1. Where the person or persons seeking to stay at the hotel may engage in acts that are in breach of laws, statutes, and regulations, or disturb the peace or are in contravention of the public weal;
 2. If any of items A through C below are found to apply to the person or persons seeking to stay at the hotel:
 - A An organized crime syndicate, member of an organized crime syndicate, or associate member of the same, or a person engaged in relations with an organized crime syndicate, or other antisocial forces;
 - B A company or organization the activities of which are controlled by an organized crime syndicate or the members thereof;
 - C A corporation the executives of which include members of organized crime syndicates
 3. Where a guest engages in violence, intimidation, extortion, threatening requests, or requests that exceed a reasonable scope against the hotel, employees, guests, or other third parties, or where said acts were conducted in the past;
 4. When a guest is a patient, etc., with a specific infectious disease
 5. When a violent act of demand is committed or a burden exceeding a reasonable range is demanded with regard to accommodation. (However, this excludes cases where the guest requests the removal of social barriers pursuant to the provisions of Article 7, Paragraph 2 or Article 8, Paragraph 2 of the Disabilities Discrimination Act.)
 6. When a guest of the hotel repeatedly asks the hotel what is stipulated in Article 5-6 of the Enforcement Regulations of the Hotel Business Act as a request that is so burdensome in its implementation and may seriously impede the provision of accommodation services to other guests.
 7. Where natural disasters, damage to the facilities, or other acts of God or force majeure render stay at the hotel impossible
 8. Where laws, statutes, regulations, or governmental directives, or equivalent measures render it impossible for the guest to continue staying at the hotel and requiring cancellation.
 9. Smoking in bed, tampering with firefighting facilities, and infraction on other terms and conditions of the hotel.
- (2) In the case that The Hotel cancels the contract, they will not request the fees for services the guest has yet to receive.

Explanation of cancellation of accommodation contract

Article 7-2

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.

Registration of stay

Article 8

- (1) On the date of their stay, guests shall register the following information at the hotel front desk:
 1. Guest's name, address and contact information
 2. For foreign nationals who do not have an address in Japan: nationality

- and passport number
 - 3. Departure date and planned time of departure
 - 4. Other information required by the hotel
- (2) Persons from overseas with no address in Japan consent to presenting the hotel with their passport and/or a photocopy of the same when asked to do so.
- (3) Where guests intend to pay for the fees stipulated in Article 12 in the form of coupons, credit cards, or other means in lieu of cash, they shall present said means of payment in advance at the time of registration as described in Clause 1.

Guest room usage hours

Article 9

- (1) Guest rooms in the hotel are usable by guests from between 3:00 PM to noon the following day. Where guests are staying for consecutive days, the rooms can be used for the entire day, excluding the days of arrival and departure.
- (2) The hotel may consent to use of guest rooms for hours other than those stipulated above, the terms above notwithstanding. In the case above, the following fees shall apply.
1. Stays up to 3:00 PM incur 30% of the base room rate
 2. Stays up to 5:00 PM incur 50% of the base room rate
 3. Stays after 5:00 PM incur 100% of the base rate

Adherence to terms

Article 10

Hotel guests shall observe all terms stipulated by the hotel during their stay there.

Business hours

Article 11

The days and hours of business of the hotel shall be listed on pamphlets in guest rooms and on hotel bulletin boards. The above can be changed on an as-needed basis where circumstances require. In the event of the above, the hotel shall take adequate measures to notify guests of said changes.

Payment of fees

Article 12

- (1) The breakdown of hotel rates paid by guests and computation scheme therein shall follow those described in Table 1.
- (2) Payment of the preceding hotel fees shall be made at the front desk in cash or in coupons, credit cards, or other equivalent methods approved of by the hotel and performed upon arrival at the hotel or when asked to by the same.
- (3) Where the hotel provides a guest with a room and it is in a usable condition, hotel rates apply even where the guest chooses not to stay at the hotel.

Hotel obligations

Article 13

- (1) The hotel shall compensate guests for any damages sustained from execution of this hotel contract or related contracts, or for the non-execution of the same. Note that the above may not apply where the above damages are by causes not imputable to the hotel.
- (2) The hotel shall enroll in hotel liability insurance in order to prepare for the potential of a fire or other emergency.

Disclaimers

Article 14

A user shall be held responsible for any computer communication (such as access to the Internet) he or she performs on the premises of the Hotel. The Hotel assumes no responsibility for any possible damage that may be incurred by the user as the result of use of the computer communication system (including slow down of communication speed and interruption of communication). In addition, the Guest may be required to compensate the Hotel and a third party for any possible damage caused by acts deemed by the Hotel to be an inappropriate use of the computer communication system.

Procedure where a contracted room cannot be provided

Article 15

- (1) Where the hotel is unable to provide the room for which a guest contracted, excluding natural disasters and other acts of God or force majeure, the hotel shall, having obtained the consent of the guest, introduce an equivalent lodging facility to the extent possible.
- (2) Where the hotel is, the terms of the above Clause notwithstanding, unable to introduce an equivalent lodging facility, the hotel shall pay compensation equivalent to breach of contract fees to the guest and this compensation be used against the sum total of damages. The aforementioned compensation shall not be paid in cases where a room cannot be provided for reasons not imputable to the hotel.

Handling of deposited articles

Article 16

- (1) Where articles, cash, and/or valuables deposited at the hotel front desk by guests are lost, damaged, or otherwise harmed, the hotel shall bear liabilities for said damages, except for causes imputable to force majeure and acts of God. Where a guest deposits cash and/or valuables and asks the guest to state the value, but the guest does not, the hotel shall be liable for damages not exceeding 150,000 JPY.
- (2) Where loss of or damage to articles, cash, and/or valuables brought into the hotel by guests and deposited at the front desk is caused willfully or in negligence by the hotel, the hotel shall pay damages for the same. Where the guest does not state the type and value of the article or articles and

the hotel, whether willfully or in negligence, causes the above, damages shall not exceed 150,000 JPY.

Storage of guest luggage and articles

Article 17

- (1) Where guest luggage arrives at the hotel before a guest, the hotel shall store said luggage only where it gave advance consent to do so; luggage shall be given to guests upon check-in at the front desk.
- (2) Where guest luggage and/or articles are inadvertently left behind at check-out by a guest, as a rule, said items shall be held for a maximum of seven days after discovery and then delivered to the nearest police station.
- (3) Hotel obligations for guest luggage and/or articles per the preceding clause conform, in the case of Clause 1, to Article 15, Clause 1 and, in the case of Clause 2, Article 2, Clause 2.

Parking obligations

Article 18

Where guests make use of the hotel parking lots, regardless of whether a guest entrusts a key to the hotel, the hotel solely provides a parking space and waives all liability for maintenance and management of the vehicle. However, where management of the parking lot by the hotel causes damages, whether willfully or in negligence, the hotel shall be liable for said damages.

Guest obligations

Article 19

Any damages sustained by the hotel for causes imputable to a guest, whether willfully or through negligence, shall be paid by the guest to the hotel.

Language

Article 20

These terms have been written both in Japanese and other languages. If there is any inconsistency or difference between them, the Japanese terms will take priority.

Jurisdiction and Governing Law

Article 21

All disputes that arise relating to these terms will be settled in a Japanese court of law, based on Japanese laws and regulations.

Table 1

Hotel rate computation scheme

(Article 2, Clause 1; Article 3, Clause 2; and Article 12, Clause 1)

		Breakdown
Total amount guest is to pay	Accommodation fee	① Basic accommodation fee (for the room) ② Service fee (①×10%)
	Added fees	③ Food and beverage fees (or added food and beverage fees) and any other usage fees
	Tax	Ⓐ Consumption tax Ⓑ Accommodation tax, Bathing tax

Remarks:

1. These charges are subject to change in accordance with revisions to the relevant Tax Laws.
2. The accommodation tax will be imposed from January 2017 as a special tax for specific purposes as mandated by Osaka Prefecture authorities.

Table 2

Penalties (Article 6, Clause 2)

Date on which notification of cancellation was received		No-show	Same day	Day prior	Up to 9 days prior
		Number of applicants			
General	Up to 14 persons	100%	80%	20%	-
Groups	15 or more persons	100%	80%	20%	10%

Remarks:

1. % marks the ratio of the penalty in comparison to the basic accommodation fee.
2. The Hotel will collect the first day's worth of penalties in the case of a shortened stay, regardless of how many days the stay has been shortened.
3. When part of a group (over 15 people) cancels their stay, The Hotel will not collect penalties if the number of people canceling equals 10% (or less) than the number of people scheduled to stay as of 10 days prior (or the day of the latest accepted offer by The Hotel) to the cancellation.

Current as of January 2024