

## **Contractual Provisions Regarding Your Stay**

### **■ Scope of Application**

Article 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 Accommodation Contract**

Article 2. A person who intends to make an application for an accommodation contract with the hotel shall notify the hotel of the following information:

- (1) Name of the guest(s)
- (2) Date of accommodation and estimated time of arrival
- (3) Accommodation fee (in principle, based on the basic accommodation fee listed in Attached Table 1)
- (4) Other information deemed necessary by the hotel

2. When the guest requests extension of the accommodation beyond the date(s) in Item (2) of the preceding Paragraph during his/her stay, the hotel shall process it as an application for a new accommodation contract made at the time of such request.

### **■ Conclusion of an Accommodation Contract, etc.**

Article 3. An accommodation contract shall be deemed to have been concluded when the hotel has duly accepted the application set forth in the preceding Article. However, the same shall not apply when it has been proved that the hotel has not accepted the application.

2. In the case where an accommodation contract has been concluded in accordance with the provision of the preceding Paragraph, the guest must pay an accommodation deposit fixed by the hotel within the limits of the basic accommodation fee covering the guest's entire period of stay (three days when the period of stay exceeds three days) by the date specified by the hotel.

3. The accommodation deposit shall be first used for the total accommodation fees to be paid by the guest, then secondly for the cancellation fee under Article 6, and thirdly for the compensation under Article 18 as applicable; the remainder, if any, shall be refunded at the time of the payment of the accommodation fee set forth in Article 12.

4. If the guest fails to pay the accommodation deposit by the date set forth in Paragraph 2, the accommodation contract shall become invalid. However the same shall apply only in the case where the guest is thus informed by the hotel at the time when the payment date of the accommodation deposit is specified

### **■ Special Provisions Requiring No Accommodation Deposit**

Article 4. Notwithstanding the provisions of Paragraph 2 of the preceding Article, the hotel may accept special provisions requiring no accommodation deposit set forth in the same Paragraph after the contract has been concluded.

2. 2. In the case where the hotel has not requested payment of the accommodation deposit set forth in Paragraph 2 of the preceding Article or has not specified the payment date of the accommodation deposit at the time when the application for an accommodation contract has been accepted, it shall be deemed that the hotel has accepted the special provisions set forth in the preceding Paragraph.

■ 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 Accommodation Contracts

Article 5. 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) When the application for accommodation is not based on the provisions of these Terms and Conditions
- (2) When the hotel is fully booked and there is no vacancy
- (3) When the person seeking accommodation is recognized to be likely to commit an act contrary to the provisions of laws and regulations or public policy regarding accommodation
- (4) When the person seeking accommodation is recognized to fall under any of the following (a) to (c)
  - (a) An organized crime group set forth in Article 2, Item (ii) of the Act on Prevention of Unjust Acts by Organized Crime Group Members (Act No. 77 of 1991) (hereinafter referred to as an "organized crime group"), a member of an organized crime group set forth in Article 2, Item (vi) of the said Act (hereinafter referred to as an "organized crime group member"), a quasi-member of an organized crime group, an organized crime group related person, or any other anti-social forces
  - (b) A corporation or other organization whose business activities are controlled by an organized crime group or an organized crime group member
  - (c) A corporation whose officer falls under the category of an organized crime group member
- (5) When the person seeking accommodation has behaved in a manner that is significantly disturbing to other guests
- (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) When the hotel is unable to provide accommodation due to a natural disaster, a breakdown of the facilities, or other unavoidable reasons
- (10) When it is recognized that the person seeking accommodation is likely to significantly disturb other guests or

users (In the case where the provision of Article 10 of the Osaka City Hotel Business Act Enforcement Ordinance applies)

#### ■ 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.

#### ■ Guest's Right to Cancel the Contract

Article 6. The guest may cancel the accommodation contract by notifying the hotel.

2. If the guest cancels the accommodation contract, in whole or in part, for reasons attributable to the guest (except where the hotel has specified a payment date for the accommodation deposit and requested the payment of the accommodation deposit in accordance with the provision of Article 3, Paragraph 2, and the guest has canceled the accommodation contract prior to such payment), the hotel shall charge the guest the cancellation fee set forth in Attached Table 2. However, in the case where the hotel has accepted special provisions set forth in Paragraph 1 of Article 4, it shall be limited to the case where the hotel has notified the guest, upon the acceptance of such special provisions, of the obligation to pay a cancellation fee in the event of cancellation of the accommodation contract by the guest.

3. If the guest fails to arrive by 10:00 pm on the day of the stay (or 2 hours after the estimated time of arrival, if the estimated time of arrival has been specified in advance) without any contact, the hotel may treat the accommodation contract as having been canceled by the guest.

#### ■ The Hotel's Right to Cancel the Contract

Article 7. 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) When the guest is recognized as likely to commit an act contrary to the provisions of laws and regulations or public policy regarding accommodation, or when the guest is recognized to have committed such an act
- (2) When it is recognized that the guest is likely to significantly disturb other guests or users (In the case where the provision of Article 10 of the Osaka City Hotel Business Act Enforcement Ordinance applies)
- (3) When smoking outside of the designated areas, tampering with the fire extinguishing equipment, or any other conduct defined as prohibited by the hotel rules of use (limited to items required for fire prevention.)
- (4) When in violation of this agreement or the Use Regulations as defined by the hotel.
- (5) When a guest is a patient, etc., with a specific infectious disease
- (6) 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.)
- (7) 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.
- (8) When it is unable to provide accommodation due to force majeure, such as natural disasters.

(9) When smoking in bed in his/her hotel bedroom, tampers with fire-fighting equipment, etc., or otherwise failing to comply with the prohibitions (limited to those necessary for fire prevention) in the Rules of Use set forth by the hotel

2. When the hotel cancels the accommodation contract in accordance with the preceding Paragraph, the guest shall not be charged for any accommodation services that have not yet been provided to him/her.

#### ■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.

#### ■Accommodation Registration

Article 8. The guest shall register the following information at the front desk of the hotel on the day of his/her stay.

- (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) Other information deemed necessary by the hotel

#### ■Occupancy Hours of Guest Rooms

Article 9 The Guest is entitled to occupy the contracted guest room of the Hotel from 2:00 pm to noon the next day. However, in the case when the Guest stays in the hotel for a consecutive number of days, the Guest may occupy the room all day, except for the days of arrival and departure.

2. Notwithstanding the provisions prescribed in the preceding paragraph, the Hotel may permit the Guest to occupy the room beyond the time prescribed in the same paragraph. In such a case, extra charges shall be paid as follows:

- (1) Every an hour after his/her prescribed departure time: single room 1,000 yen, twin room 1,500 yen; and
- (2) The extended hours after 6:00 pm: Room charge in full.

#### ■Compliance with Rules of Use

Article 10. Inside the hotel, the guest shall comply with the Rules of Use set forth by and posted in the hotel.

#### ■Business Hours

Article 11 The business hours of the Hotel facilities shall be as follows:

- (1) Service hours of front desk

a. No closing time of the entrance.

However, the first floor entrance doors are locked from 1:00am-5:30am,

and the third floor entrance doors are locked from 1:00am-5:30am.

- (2) Restaurant: Vietnamese Cafe ngon ca phe, (3F) opens 6:30 am-10:00pm.

2. The hours specified in the preceding paragraph are subject to temporary changes due to unavoidable causes of the Hotel. In such a case, the Guest shall be notified by appropriate means.

#### ■Payment of Charges

Article 12. The details of the accommodation fee and other charges to be paid by the guest shall be as specified in Attached Table 1.

2. Payment of the accommodation fee and other charges set forth in the preceding Paragraph shall be made at the

front desk at the time of the guest's departure or at the hotel's request, in currency or by any alternative method accepted by the hotel, such as traveler's check, hotel voucher, credit card, or the like.

3. The accommodation fee must be paid even if the guest voluntarily decides not to stay in the room after the hotel has offered it to the guest and made it available for his/her use.

#### ■Liability of the Hotel

Article 13. The hotel shall compensate the guest for any damage caused by its performance or non-performance of the accommodation contract and any contracts related thereto. However, it shall not apply if the damage is caused by reasons not attributable to the hotel.

2. The hotel is covered by hotel liability insurance in order to deal with unexpected fire and other disasters.

(Handling in the Event That the Hotel Is Unable to Provide Contracted Guest Room)

Article 14. In the event that the hotel is unable to provide the guest with the contracted guest room, the hotel shall, with the guest's consent, arrange for another accommodation under the same conditions as far as possible.

2. Notwithstanding the provisions of the preceding Paragraph, if the hotel is unable to find another accommodation, the hotel shall pay the guest compensation equivalent to the cancellation fee, which shall be applied to the amount of compensation for damage. However, no compensation shall be paid in the event that there is no reason attributable to the hotel for not being able to provide the guest room.

#### ■Handling of Deposited Items

Article 15. The hotel shall compensate for any loss, damage, etc. caused to items or cash and valuables deposited by the guest at the front desk, unless such loss, damage, etc. is caused by force majeure. However, in the event that the hotel requires the guest to disclose the type and value of the cash and valuables and the guest fails to do so, the hotel shall compensate for damage within the limit of 150,000 yen.

2. The hotel shall compensate for any loss, damage, etc. caused to items or cash and valuables brought into the hotel by the guest that are not left at the front desk by an intentional or negligent act of the hotel.

However, for those for which the guest has not disclosed the type and value in advance, the hotel shall compensate for damage within the limit of 150,000 yen, unless there is an intentional act or gross negligence on the part of the hotel.

#### ■Storage of Money or Valuables of Guests

Article 16 In the case where the guest's baggage arrives at the hotel prior to his/her stay, the hotel shall take responsibility for its storage only when the hotel accepts it prior to its arrival and shall hand it over to the guest when he/she checks in at the front desk.

2. In the case where the guest's money or valuables are left at the hotel after the guest has checked out and the owner is found, the hotel shall contact the owner and ask for his/her instructions. However, if there is no instructions from the owner or the owner remains unknown, they shall be stored for 7 days, including the date on which they were found, and be reported to the nearest police station thereafter.

3. The responsibility of the hotel for the storage of the guest's money or valuables in the case of the preceding two paragraphs shall be dealt with in the same manner as the provision of Paragraph 1 of the preceding Article in the case of Paragraph 1 hereof and the provision of Paragraph 2 of the same Article in the case of the preceding Paragraph.

## ■ Disclaimers

Article 17 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 loss or damage caused by acts deemed by the Hotel to be an inappropriate use of the computer communication system.

## ■ Liability of the Guest

Article 18. If the hotel suffers any damage due to an intentional act or negligence on the part of the guest, the guest shall compensate the hotel for such damage.

Attached Table 1: Breakdown of Accommodation Charge (Related to Article 2-1 and 12-1)

		Breakdown
Total amount to be paid by the guest	Accommodation charges	(1) Basic accommodation charge (Room charge)
	Extra charges	(2) Meals & Drinks (or additional food and drink) and other expenses
	Tax	1. Consumption tax
		2. Accommodation tax

Remarks:

1. is levied on any charges including the room charge, the meal charge, and any other charge.
2. is levied on the room charge as follows:
  - a) The tax is levied every night per person;
  - b) When the room charge is less than 7,000 yen, no tax is levied;
  - c) When the room charge is 7,000 yen or more and less than 14,999 yen, the tax is 100 yen; and
  - d) When the room charge is 15,000 yen or more and less than 19,999 yen, the tax is 200 yen; and
  - e) When the room charge is 20,000 yen or more, the tax is 300 yen

Attached Table 2: Cancellation Charge for Hotel (Related to Article 6-2)

Contracted No. of Guests		Date when Cancellation of Contract Is Notified				
		No show (Not notified)	Accommodation Day	1 Day Prior to Accommodation Day	2-9 Days Prior to Accommodation Day	10-20 Days Prior to Accommodation Day
Individual	1 to 14	100%	80%	20%		
Group	15-99	100%	80%	20%	10%	
	100 or more	100%	100%	80%	20%	10%

Note

1. % is the ratio of the cancellation fee to the basic accommodation fee.
- 2.If the contracted number of days is shortened, a cancellation fee for one day (the first day) shall be charged regardless of the number of days shortened.
- 3.In the event of cancellation of the contract for part of a group of guests (15 or more), a cancellation fee equivalent to 10% of the number of guests staying at the hotel 10 days prior to the date of stay (or the date of acceptance if the application is accepted after that date) (any fractional number shall be rounded up to the nearest whole number) shall not be charged.

#### ■Supported Languages

Article 19 These Contractual Provisions are provided in Japanese and 4 other languages. In the event there is a difference between the two, the Japanese version shall take precedence.