

## *Accommodation Contracts*

### **(Scope of Application)**

- ART.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. Any particulars not provided for herein shall be governed by laws and regulations and/or generally accepted practice.
2. In any 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 general accepted practices, notwithstanding the preceding paragraph, such special contract shall take precedence over the provisions of these Terms and Conditions.

### **(Application for Accommodation Contracts)**

- ART.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 case of the Guest requesting, 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.)**

- ART.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 when it can be proved that the Hotel has not accepted the application.
2. When a Contract for Accommodation has been concluded in accordance with the provision of the preceding paragraph, the Guest may be required to pay an accommodation deposit fixed by the Hotel within the limits of Basic Accommodation Charges covering the Guest's entire period of stay 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 any cancellation charges under Article 6 and thirdly for any reparations under Article 18 as applicable, and the remainder, if any, shall be re-funded at the time of payment of the Accommodation Charges as stated in Article 12
4. When the Guest has failed to pay the deposit by the date stipulated in Paragraph 2, the Hotel shall treat the Accommodation Contract as invalid. However, the same shall apply only in the event that the Guest is thus informed by the Hotel when the period of the payment of the deposit is specified.

### **(Special Contracts Requiring No Accommodation Deposit)**

- ART.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/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 though the Hotel has accepted a special contract prescribed in the preceding paragraph.

### **(Refusal of Accommodation Contracts)**

- ART.5. 1. The following are cases where our Hotel (Ryokan) will not accept the conclusion of the Accommodation Contract:
- (1) When application for accommodation is not based on this Contract.
  - (2) When there is no room available due to full occupancy.
  - (3) When the Guest seeking accommodation is clearly considered to be a patient with an infectious disease.
  - (4) When the Guest seeking accommodation uses violent or inappropriate language, or harms other Guests.
  - (5) When the Guest seeking accommodation is considered likely to behave in violation of the provisions of the ordinance, public order or good public morals.
  - (6) When the Guest seeking accommodation is Crime Syndicate (Boryokudan), its member, affiliative organization or a person concerned, or an antisocialist.
  - (7) When the Guest seeking accommodation is associated with a corporation or an organization under the direction of Crime Syndicate (Boryokudan) or its member.

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- (8) When the Guest seeking accommodation is corporation whose board member, officer or auditor is affiliated with Crime Syndicate (Boryokudan) or its affinitive person.
- (9) When the Guest seeking accommodation makes a violent claim, or an irrational claim or compensation claim to our Hotel (Ryokan) or our Hotel (Ryokan) employees.
- (10) When act of God, trouble with facilities, and other unavoidable causes prevent the Guest from staying at our Hotel (Ryokan).
- (11) When the provision of (14) of the Hotel Business Law Enforcement Ordinance issued by (Tokyo Metropolitan) is applicable.

### **(Right to Cancel Accommodation Contracts by the Guest)**

- ART.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 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 6:00 p.m. of the accommodation date (2 hours after the expected time of arrival if the Hotel is notified of it) without advance notice, the Hotel may regard the Accommodation Contract as being cancelled by the Guest.

### **(The Right of Our Hotel (Ryokan) to Cancel the Contract)**

- ART.7. 1. The following are cases where our Hotel (Ryokan) may cancel the Accommodation Contract:
- (1) When the Guest is considered likely to behave in violation of the provisions of the ordinance, public order or good public morals, or he/she is considered to have behaved in such a manner.
  - (2) When the Guest is clearly considered to be a patient with an infectious disease.
  - (3) When the Guest uses violent or inappropriate language, or harms other Guests.
  - (4) When the Guest is Crime Syndicate (Boryokudan), its member, affinitive organization or a person concerned, or an antisocialist.
  - (5) When the Guest is associated with a corporation or an organization under the direction of Crime Syndicate (Boryokudan) or its member.
  - (6) When the Guest is a corporation whose board member, officer or auditor is affiliated with Crime Syndicate (Boryokudan) or its affinitive person.
  - (7) When the Guest makes a violent claim, or an irrational claim or compensation claim to our Hotel (Ryokan) or our Hotel (Ryokan) employees.
  - (8) When unavoidable causes, such as act of God, etc., prevent the Guest from staying at our Hotel (Ryokan).
  - (9) When the provision of (14) of the Hotel Business Law Enforcement Ordinance issued by (Tokyo Metropolitan) is applicable.
  - (10) When the Guest smokes in bed or vandalizes fire protection facilities, or does not comply with the matters prohibited by our Hotel (Ryokan) (limited only to those matters necessary for fire prevention) among the rules of use prescribed by our Hotel (Ryokan).

### **(Registration)**

- ART.8. 1. The Guest shall register the following particulars at the front desk of the Hotel on the day of the accommodations:
- (1) Name, age, sex, address, and occupation of the Guest(s);
  - (2) Except 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.
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 travelers checkers, coupons or credit cards, these credentials shall be shown in advance at the time of registration prescribed in the preceding paragraph.

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### **(Occupancy Hours of Guest Rooms)**

- ART.9. 1. The Guest is entitled to occupy the contracted guest room of the Hotel from 3 pm to the next noon. 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. In this case, extra charges shall be paid as follows
- (1) Up to 3 hours: one third of the room charge;
  - (2) Up to 6 hours; one half of the room charge;
  - (3) More than 6 hours: room charge in full.

### **(Observance of Use Regulations)**

- ART.10. 1. The Guest shall observe the Use Regulations established by the Hotel, which are posted within the premises of the Hotel.

### **(Business Hours)**

- ART.11. 1. The business hours of the main facilities, etc., shall be notified in detail by brochures as provided, notices displayed in each place, service directories guest rooms and others.

(1) Service hours of front desk.

A. Closing time	Open 24 hrs
B. Front service	Open 24 hrs
C. Exchange Service	Open 24 hrs
D. Concierge	Open 24 hrs

(2) Italian Restaurant "IL TEATRO"  
Casual Dining "The Bistro"  
Japanese Kaiseki Cuisine "Kinsui"  
Japanese Restaurant "Miyuki"  
Japanese Stone Grill "Mokushundo"  
Soba Dining "Mucha-an"  
Café "Foresta"  
Lobby Lounge "Le Jardin"  
Main Bar "Le Marquis"  
Spa Lounge  
Room Service Open 24 hrs

(3) Auxiliary facilities:

Spa/Health Club  
Laundry  
Dry Cleaning  
Pressing Service  
Massage

2. The business 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 informed by appropriate means.

### **(Payment of Accommodation Charges)**

- ART.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 travelers checkers, coupons or credit cards recognized 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 utilize the accommodation facilities provided for him by the Hotel.

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### **(Liabilities of the Hotel)**

- ART.13. 1. The Hotel shall compensate the Guest for the 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 when such damage has been caused due to reasons for which the Hotel is not liable.
2. Our Hotel is covered by the Hotel liability insurance to cope with emergencies in the case fire, etc.

### **(Handling When Unable to Provide Contracted Rooms)**

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

### **(Handling of Deposited Articles)**

- ART.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.
2. The Hotel shall compensate the Guest for the damage when loss, breakage or other damage is caused, through 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, the Hotel shall compensate the Guest only up to a maximum of 300,000 yen.

### **(Custody of Baggage and/or Belongings of the Guest)**

- ART.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 in his room at the time of his check-in.
2. In the case that the baggage or personal belongings of the Guest are found misplaced after he/she has checked out, our Hotel (Ryokan) shall ask the owner of such items for his/her instructions when the owner has been identified. However, when there are no instructions from the owner or the owner has not been identified, our Hotel (Ryokan) shall keep them for 7 days including the day when they have been found, and shall deliver them to a police station near our Hotel (Ryokan) after a lapse of 7 days. In addition, the Hotel has the right to dispose of any item that is deemed non valuable or has not been claimed.

### **(Liability in Regard to Parking)**

- ART.17. 1. The Hotel shall not be liable for the custody of the vehicle of the 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 with 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)**

- ART.18. 1. The Guest shall compensate the Hotel for any damage caused through the intention or negligence on the part of the Guest.

### **Attached Table No. 1**

Calculation method for Accommodation Charges, etc., for the Hotels (Ref. Paragraph 1 of Article 2, Paragraph 2 of Article 3 and Paragraph 1 of Article 12)

### **Remarks re. Attached Table No. 1:**

Those charges are subject to change to revisions of the Tax Laws concerned.

### **Liability of the Guest**

Article 18 The Guest shall compensate the Hotel for damages caused through intention or negligence on the part of the Guest.

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### **Attached Table No.1:Calculation Method for Accommodation, Charges, etc.**

(Ref. Paragraph 1 of Article 12)

Total Amount to be paid by the Guest;

Accommodation Charge	(1) Basic Accommodation Charge (Room Charge)
Extra Charge	(2) Meals & Drinks and Other Expenses
Tax	(3) Consumption Tax

### **(Cancellation or No show charge)**

- ART.19. 1. After contract is made, cancellation of the contract after 3 o'clock in the afternoon prior to the arrival date, a cancellation charge of the one day accommodation will be charged.
2. When the number of the days contracted is shortened, a 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 be charged based on the written contract.

### **House Regulations**

In order to assure you and all of our Guests of a secure and pleasant stay with us, we have established the following regulations governing the usage of our facilities, in accordance with Article 10 of the Terms and Conditions for Accommodation Contracts, published by the Japanese Ministry of Transportation.

When these regulations and policies are not observed, we may be obliged to refuse permission for continued occupancy of Guest room or usage of other facilities. Kindly note that Guests may also be held liable for damages caused to the Hotel by non-observance of these regulations.

#### **1. Guest Rooms**

- 1) Please be sure to review the emergency exit instructions posted on the inside of your guest room door upon your arrival.
- 2) While in your room, do double lock the room door, and be sure to use the door latch.
- 3) Be sure to identify any callers through the door scope and keep the door latch on when opening the door. Please do not admit unknown visitors into your room. When in doubt, please contact the Reception Desk at extension #60.
- 4) Please do not smoke in places likely to cause a fire; guests are particularly requested not to smoke in bed.
- 5) Be cautious of other ways a fire could be started.
- 6) Please do not use equipment for heating, or cooking in the room.
- 7) Kindly do not use your room for any primary purpose other than residential use without the prior approval of the Hotel.
- 8) Please use all Hotel equipment or fixtures only at their provided spots and for the purposes designated for them. Please do not change the arrangement of the room to any great extent without prior approval of the Management.
- 9) Please do not place any articles by the window that will blemish the appearance of the Hotel.
- 10) Please refrain from inviting visitors to your guest room after 10:00 p.m.
- 11) Only registered Guests are allowed to stay in rooms.

#### **2. Guest Room Key Card**

- 1) When leaving your room, please be sure to lock the door and bring your key card with you. (The Hotel has doors that automatically lock.)
- 2) When signing for bills at the restaurants, bar or other facilities, please show your key packet to the personnel on duty, should they request it.

#### **3. Payments**

- 1) Please pay your bill at the Front Cashier when you depart. There may be other occasions when bills are presented to you for payment during your residence here which we ask you to settle at that time.
- 2) Advance deposits may be requested in certain instances upon arrival.
- 3) The Hotel will not make payment on behalf of Guests for substantial purchases of retail merchandise.
- 4) A service charge is levied for each outgoing call made from our guest rooms.
- 5) A 10% service charge will be added to your bill. To that amount is added a 5% consumption tax.
- 6) We do not accept or do currency exchange for personal checks.

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### **4. Valuables and Unclaimed Articles**

- 1) Please avail yourself of the complimentary safe-deposit boxes at the Front Cashier for storing your cash, securities, jewelry or other valuables. The Hotel cannot be held responsible for cash or valuables lost or stolen, if kept elsewhere. We are unable to accept storage, works of art or valuable antiques.
- 2) Articles left behind without prior instructions from Guests will be handed over to the appropriate authorities in accordance with the Lost Goods Act.
- 3) Articles held at the Hotel cloak room or baggage storeroom will be kept for the following durations:
  - (a) Cloakroom: one month.
  - (b) Baggage storeroom: 3 month. Articles exceeding the above periods will be disposed of accordingly.

### **5. Please do not bring into the Hotel anything likely to cause annoyance other Guests of the Hotel, such as these listed below:**

- (1) Dogs, cats, birds, and other animals or pets;
- (2) Gunpowder; oils or other explosives or inflammables;
- (3) Objects emitting a foul odor;
- (4) Unregistered firearms, swords, drugs or other articles the possession of which is prohibited by the laws of Japan.  
You are also kindly requested to refrain from:
- (5) Ordering meals and drinks to be delivered from outside the Hotel;
- (6) Engaging in gambling or behaving in an indecorous manner or committing acts likely to cause annoyance to other Guests within the Hotel;
- (7) Wearing outside your room the Yucatan (Japanese kimono-robe), bathrobe and slippers which are provided for your use only in the guest room;
- (8) Distributing advertising or publicity materials or selling commodities within the Hotel, without the prior approval of the Management;
- (9) Taking photographs, films or video tapes for business purposes without the prior approval of the Hotel;
- (10) For Non-Emergencies, do not enter facilities such as; Emergency stairway, rooftop, or the Fire Control Center.

### **6. Hotel property that is scratched or damaged in any way, either consciously or otherwise by Guests will be at their full responsibility and liability.**