

Terms and Conditions

(Scope of Application)

Article 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 herein shall be governed by laws and regulations ("laws and regulations," or those based on laws and regulations. The same shall apply hereinafter) and/or 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 the special contract shall take precedence over the provisions of these Terms and Conditions, notwithstanding the preceding Paragraph.

(Application for Accommodation Contract)

Article 2. 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. If Guests request to extend their stay, during their stay, 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. 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 set 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 Charge to be paid by the Guest, secondly for cancellation charges under Article 6 and thirdly for reparations under Article 18 as applicable. The remainder, if any, shall be refunded at the time of payment for accommodation as stated in Article 12.
4. If the Guest fails 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. 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 payment of the deposit as stipulated in Paragraph 2 of the preceding Article and/or has not specified the date of 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.

(Request for cooperation in infection control measures at facilities)

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

(Refusal of Accommodation Contracts)

Article 5. The Hotel may not accept the conclusion of an Accommodation Contract under any of the following circumstances. 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 does not conform with the provisions of these Terms and Conditions.
- (2) When the Hotel is fully booked and there is no vacancy.
- (3) When the Guest seeking accommodation is deemed liable to conduct himself/herself in a manner that will violate laws or act against the public order or good morals in regard to his/her accommodation.
- (4) When the person who intends to stay at this hotel is deemed to fall under any of the following items (a) through (c).
 - (a) Organized Crime Groups as defined in Article 2, Item 2 of the Act on Prevention of Unjust Acts by Organized Crime Groups (Act No. 77 of 1991) (hereinafter referred to as "Organized Crime Groups"), members of organized crime groups as defined in Article 2, Item 6 of the same article (hereinafter referred to as "Members of Organized Crime Groups"), associate members of organized crime groups or persons related to organized crime groups, or other antisocial groups.
 - (b) When the person is a organized crime group or a corporation or other organization whose business activities are controlled by a organized crime group or a member of an organized crime group.
 - (c) A person who is a juridical person and one of its officers falls under the category of an organized crime group member.
- (5) When the person has said or done, or is likely to do something that cause significant inconvenience to other guests.
- (6) When a person who intends to stay at this hotel is a patient, etc. of a specified infectious disease as defined in Article 4-2, paragraph 1, item 2 of the Hotel Business Act (hereinafter referred to as "patient, etc. of specified infectious disease").
- (7) When a violent act of demand is committed or a burden exceeding a reasonable range is demanded with regard to accommodation (Excluding cases where the person seeking

accommodation requests the removal of social barriers pursuant to the provisions of Article 7, Paragraph 2 or Article 8, Paragraph 2 of the Act (Act No. 65 of 2013. Hereinafter referred to as the "Act on Elimination of Discrimination against Persons with Disabilities") on Promotion of Elimination of Discrimination on the Basis of Disability.).

- (8) When the person who intends to stay in the Hotel has repeatedly made a request to the Hotel as specified in Article 5-6 of the Enforcement Regulations of the Hotel Business Act as a request whose burden is excessive in its implementation and which may seriously impede the provision of accommodation-related services to other guests.
- (9) When the Hotel is unable to provide accommodation due to natural calamities, malfunction of facilities and/or other unavoidable causes.
- (10) When the case falls under the provisions of Tokyo Metropolitan Government Ordinances

(Explanation of refusal to conclude a contract of accommodation)

Article 5-2. The person who intends to stay may request the Hotel to explain the reasons for its refusal to enter into a contract of accommodation in accordance with the preceding article.

(Right to Cancel Accommodation Contracts by the Guest)

Article 6. The Guest is entitled to cancel the Accommodation Contract by notifying the Hotel.

2. If the Guest has cancelled the Accommodation Contract in whole or in part (except in the case when the Hotel has requested payment of the deposit during the specified period as prescribed in Paragraph 2 of Article 3 and the Guest has cancelled before 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 payment of cancellation charges in case of cancellation by the Guest.
3. If the Guest does not appear by 10 pm. of the accommodation date (without advance notice an hour after the expected time of arrival if the Hotel is notified), the Hotel may regard the Accommodation Contract as being cancelled by the Guest.

(Right to Cancel Accommodation Contract by the Hotel)

Article 7. The Hotel may cancel the Accommodation Contract under any of the following circumstances. However, this paragraph does not mean that this hotel may refuse accommodation in cases other than those listed in Article 5 of the Hotel Business Act.

- (1) When the Guest is deemed liable for conduct and/or has conducted himself/herself in a manner that will violate laws or act against the public order and good morals in regard to his/her accommodation.
- (2) When it is recognized that the Guest falls under any of the following items (a) through (c).
 - (a) When the Guest is a crime group, a member of a crime group, a quasi-constituent of a crime group, or a person related to a crime group, or any other antisocial group.
 - (b) When the Guest is a juridical person or other organization whose business activities are controlled by a crime group or a member of a crime group.
 - (c) when the Guest seeking accommodation is a corporation which any of directors are proven to be a member of an organized crime group.
- (3) When the guest has said or done, or is likely to do something that cause significant inconvenience to other guests

- (4) When the Guest is a patient, etc. of specified infectious disease.
- (5) When the Guest who intends to stay at the accommodation commits a violent demand act or asks for a burden exceeding a reasonable range with regard to the accommodation (except when the guest requests the removal of social barriers as provided in Article 7, paragraph 2 or Article 8, paragraph 2 of the Act on Elimination of Discrimination against Persons with Disabilities).
- (6) When the Guest repeatedly makes a request to this hotel that is so burdensome in its implementation that it may seriously impede the provision of accommodation-related services to other guests, as specified in the Article 5-6 of the Enforcement Regulations of the Hotel Business Act.
- (7) When the Hotel is unable to provide accommodation due to natural calamities and/or other causes of force majeure.
- (8) When the case falls under the provisions of Tokyo Metropolitan Government Ordinances
- (9) When the guest does not follow the rules of use stipulated by the Hotel

2. If the Hotel has canceled the Accommodation Contract in accordance with the preceding Paragraph, the Hotel shall not charge the Guest for any of the services during the contractual period he/she has not received.

(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)

Article 8. The Guest shall register the following particulars the Front Desk of the Hotel on the day of accommodation:

- (1) Name, address, and contact information of the Guest(s).
- (2) Nationality and passport number for foreigners who do not have a domicile in Japan.
- (3) Other particulars 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 3 pm. on the day of arrival to 10 am on the day of departure (This may vary depending on the reservation). However, in the case when the Guest is accommodated continuously, the Guest may occupy the guest room all day, 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 guest room beyond the time prescribed in the same Paragraph, in this case, extra charges shall apply.
3. If the request for an extra night is made after the stipulated departure time, a fee for the late check-out time will be charged in addition to the room charge.

(Observance of Hotel Regulations)

Article 10. The Guest shall observe the rules of use stipulated by the Hotel.

(Business Hours and details)

Article 11. The business hours and details of the Hotel main facilities are in detail by brochures as provided, notices displayed in various places, the Service Directory in guest rooms and other means.

2. The business hours and details are subject to temporary changes due to unavoidable circumstances of the Hotel.

(Payment of Accommodation Charges)

Article 12. The explanation of 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 at Front Desk at the time of the Guest's arrival or upon request by the Hotel in Japanese currency. Other means of payment accepted by the hotel are credit cards.
3. Accommodation charges shall be paid even if the Guest voluntarily does not utilize the accommodation facilities provided for him/her by the Hotel.

(Liabilities of the Hotel)

Article 13. 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.

2. The Hotel is covered by Hotel Liability Insurance to deal with unexpected fire and/or other disasters.

(Handling when Unable to Provide Contracted Rooms)

Article 14. 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.

2. When arrangement of other accommodation cannot 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 reparations. However, when the Hotel cannot provide accommodation due to causes for which the Hotel is not liable, the Hotel will not compensate the Guest.

(Handling of Deposited Articles)

Article 15. The Hotel shall not be liable for any loss or damages to items left at the front desk by guests (excluding articles left in the safety deposit box), unless such loss or damages is caused by the intentional or gross negligence of the Hotel. In the event that the hotel is liable for loss or damages, the hotel will compensate up to 100,000 yen if the guest did not disclose the value of the items at the time they were left with the hotel.

2. The hotel shall not be liable for any loss or damages to items brought into the hotel by guests that are not left at the front desk (including items left in the safety deposit boxes), unless such loss or damages is caused by the intentional or gross negligence of the Hotel.

(Custody of Baggage and/or Belongings of Guest)

Article 16. When the baggage of the Guest is brought into the Hotel before his/her arrival, the Hotel shall be liable to store it only in the case when such a request has been accepted from the Hotel.

2. In the event that a guest's luggage or personal belongings are left at the hotel after the guest has checked out, the hotel will, as a rule, wait for the owner to contact the hotel for further information and instructions. In the absence of owner's instruction or if the owner cannot be identified, the hotel will notify the nearest police station within 7 days, including the day of discovery, for valuables. Other items will be disposed of after 3 months. (However, food, beverages, cigarettes, magazines, etc. will be disposed of immediately for sanitary reasons.)

3. The Hotel's liability in regards to the custody of the Guest's baggage and belongings in the case of the preceding two paragraphs shall be in accordance with the provisions of Paragraph 1 of the Preceding Article in the case of Paragraph 1, and with the provisions of Paragraph 2 of the same Article in the case of Paragraph 2.

(Liability of the Guest)

Article 17. The Guest shall compensate the Hotel for damage caused through intent or negligence on part of the Guest.

(Disclaimer)

Article 18. The use of computers (electronic devices, etc.) in this hotel shall be done at the guest's own risk, and the hotel shall not be liable for any damages due to system failure, etc.

(Application)

Article 19. The terms and Conditions of Accommodation are also available in English, but in the event of any discrepancy between the Japanese version and the English version, the Japanese version shall prevail.

2. The terms and conditions of Accommodation are subject to revision without prior notice.

Attached Table No.1 Calculation Method for Accommodation Charges (Ref. Paragraph 1 of Article 2 and Paragraph 1 of Article 12)

		Contents
Total Amount to be Paid by the Guest	Accommodation Charges	Basic Accommodation Charge
	Extra Charges	Breakfast and other usage fees
	Taxes	a. Consumption tax b. Tokyo Metropolitan Accommodation Tax

Remarks:

1. Children under elementary school age are free of charge as long as they share the same bed with their parents.

Attached Table No. 2 Cancellation Charge for Hotel (Ref. Paragraph 2 of Article 6)・・・for Hotel

Date when Cancellation of Contract is Noticed		Contracted Number of Rooms	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 4	100%	100%	50%
Group	5 to 9	100%	100%	80%	50%	20%	
	10 or more	100%	100%	80%	80%	30%	

Remarks:

1. Only in the case of no-shows, it is a percentage for total room charge of all nights booked
2. Notice of contract cancellation includes notice of room reduction or shortened dates.