

# Terms and Conditions for Accommodation

## **(Scope of Application)**

**Article 1.** Contracts for Accommodation and related agreements between this House 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 practices.

(2) In the case when the House has entered into a special contract with the Guest insofar as such special contract does not violate laws and regulations and generally accepted practices, notwithstanding the preceding paragraph, the special contract shall take precedence over the provisions of these Terms and Conditions.

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

**Article 2.** A Guest who intends to make an application for an Accommodation Contract with the House shall notify the House 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); and
- (4) Other particulars deemed necessary by the House.

(2) In the case when the Guest requests, 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.)**

**Article 3.** A Contract for Accommodation shall be deemed to have been concluded when the House has duly accepted the application as stipulated in the preceding article. However, the same shall not apply where it has been proved that the House 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 fixed by the House 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 House.

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

(4) When the Guest has failed to pay the deposit by the date as stipulated in Paragraph 2, the House shall treat the Accommodation Contract as invalid. However, this shall apply only in the case where the Guest is informed by the House about the specified date by which the deposit is to be paid.

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

**Article 4.** Notwithstanding the provisions of Paragraph 2 of the preceding article, the House 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 House 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 that the House has accepted a special contract prescribed in the preceding paragraph.

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

**Article 5.** The House 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 House 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 the Guest's accommodation;
- (4) When the Guest seeking accommodation can be clearly detected as carrying an infectious disease;
- (5) When the house is requested to assume an unreasonable burden in regard to the Guest's accommodation;
- (6) When the house is unable to provide accommodation due to natural calamities, disfunction of the facilities and/or other unavoidable causes; or
- (7) When a person requesting House accommodations is obviously intoxicated and could cause annoyance to other guests or when a person is behaving in such a manner as to be an annoyance to other guests. (When the provisions of Article 5 of the Tokyo Metropolitan Ordinances are applicable.)
- (8) When the Guest seeking accommodation can be detected as a member of or be linked to a crime syndicate, organized crime groups or any antisocial organizations.

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

**Article 6.** The Guest is entitled to cancel the Accommodation Contract by so notifying the House.

(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 House 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 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 the cancellation charges in case of cancellation by the Guest.

(3) In the case when the Guest does not appear by 8 p.m. of the accommodation date (2 hours after the expected time of arrival if the House is notified of it ) without advance notice, the House may regard the Accommodation Contract as being cancelled by the Guest.

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

**Article 7.** The House may cancel the Accommodation Contract under any of the following cases:

- (1) When the Guest is deemed liable to conduct and /or have conducted himself in a manner that will contravene the laws or act against the public order and good morals in regard to the Guest's accommodation;
- (2) When the Guest can be clearly detected as carrying an infectious disease;
- (3) When the House is requested to assume an unreasonable burden in regard to the Guest's accommodation;
- (4) When the House is unable to provide accommodation due to natural calamities and/or other causes of force majeure;
- (5) When a person requesting House accommodations is obviously intoxicated and could cause annoyance to other guests or when a person is behaving in such a manner as to be an annoyance to other guests. (When the provisions of Article 5 of the Tokyo Metropolitan Ordinances are applicable.)

(6) When the Guest does not observe prohibited actions such as smoking in bed, mischief to the fire-fighting facilities and other prohibitions of the Use Regulations stipulated by the House (restricted to particulars deemed necessary in order to avoid the causing of fires.)  
(7) When the Guest can be detected as a member of or be linked to a crime syndicate, organized crime groups or any antisocial organizations.

(2) In the case when the House has cancelled the Accommodation Contract in accordance with the preceding paragraph, the House shall not be entitled to charge the Guest for any of the services in the future during the contractual period which he has not received.

**(Registration)**

**Article 8.** The Guest shall register the following particulars at the Front Desk of the House on the day of accommodation;

- (1) Name, age, sex, address and occupation of the Guest(s);
- (2) Except Japanese, nationality, passport number, port and date of entry in Japan;
- (3) Date and estimated time of departure; and
- (4) Other particulars deemed necessary by the House.

(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 traveler's cheques, or credit cards, these credentials shall be shown in advance at the time of the registration prescribed in the preceding paragraph.

**(Occupancy Hours of Guest Rooms)**

**Article 9.** The Guest is entitled to occupy the contracted guest room of the house from 2 p.m. to 11 a.m. next day. 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 House 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) 1,000 yen per hour
- (2) After 6 p.m., 100% of the room charge.

**(Observance of Use Regulations)**

**Article 10.** The Guest shall observe the House Regulations established by the House, which are posted within the premises of the House.

**(Business Hours)**

**Article 11.** House, restaurants and lounge operating hours are as listed below. For information regarding room and house services, facilities, and individual shops, please consult the pamphlets provided in your room.

FRONT DESK	24 hours	
CASHIER	24 hours	
RESTAURANTS		
Tea Lounge "The Garden", 1st Floor		7:00 a.m. ~ 11:00 a.m. / 11:30 a.m. ~ 2:00 p.m. / 5:30 p.m. ~ 10:00 p.m.
Tea Lounge Delica shop, 1st Floor		11:00 a.m. ~ 8:00 p.m.
Restaurant "SAKURA", B1 Level		11:30 a.m. ~ 2:00 p.m. / 5:30 p.m. ~ 10:00 p.m.

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

**(Payment of Accommodation Charges)**

**Article 12.** The breakdown and method of calculation of the Accommodation Charges etc. that the Guest shall pay are 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 means other than Japanese currency such as traveler's cheques or credit cards recognized by the House at the Front Desk at the time of the departure of the Guest or upon request by the House.

(3) Accommodation Charges shall be paid even if the Guest voluntarily does not utilize the accommodation facilities provided for him/her by the House and at his/her disposal.

**(Liabilities of the House)**

**Article 13.** The House shall compensate the Guest for the damage if the House 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 a case where such damage has been caused due to reasons for which the House is not liable.

(2) Even though the House has received the "PASS MARK" (Certificate of excellence of Fire Prevention Standard issued by the Fire Department), the House is also covered by Liability Insurance in order to deal with unexpected fire and/or other disasters.

**(Handling when unable to provide Contracted Rooms)**

**Article 14.** The House 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 House 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 House cannot provide accommodation due to causes for which the House is not liable, the House shall not compensate the Guest.

**(Handling of Deposited Articles)**

**Article 15.** The House shall compensate the Guest for the damage when loss, breakage or other damage is caused, to the goods, cash or valuables which are brought onto the premises of the House by the Guest but are not deposited at the Front Desk only when such loss, breakage or other damage is caused through intention or negligence on the part of the House.

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

**Article 16.** When the baggage of the Guest is brought into the House before his arrival, the House shall be liable to keep it only in the case when such a request has been accepted by the House. The baggage shall be handed over to the Guest at the Front Desk at the time of his/her check-in.

(2) When the baggage or belongings of the Guest are found left after his/her check-out, and the ownership of the article is confirmed, the House shall inform the owner of the article left and ask for further instructions. When no instruction is given to the House by the owner or when the ownership is not confirmed, the House shall keep the article for 7 days including the day it is found, and after this period, the House shall turn it over to the nearest police station.

(3) The House's liability in regard to the custody of the Guest's baggage and belongings in the case of the preceding two paragraphs shall be as in Paragraph 1 of Article 15 in the case of Paragraph 1 of this article and as in Paragraph 2 of Article 15 in the case of Paragraph 2 of this article.

**(Liability in regard to Parking)**

**Article 17.** The House 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 House, as it shall be regarded that the House simply offers the space for parking, whether the key of the vehicle has been deposited with the House or not. However, the House shall compensate the Guest for the damage caused through intention or negligence on the part of the House in regard to the management of the parking lot.

**(Liability of the Guest)**

**Article 18.** The Guest shall compensate the House for the damage caused through intention or negligence on the part of the Guest.

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

(Ref. Paragraph 1 of Article 2 and Paragraph 1 of Article 12)

<b>Contents</b>		
Total Amount to be paid by the Guest	Accommodation Charge	(1) Basic Accommodation Charge (Room Charge) (2) Service Charge 10 %
	Extra Charge	(3) Meals & Drinks and Other Expenses (4) Service Charge 10%
	Tax	(5) Consumption Tax (6) Accommodation Tax

All taxes levied will conform with current tax laws. Changes to the law may not be reflected in the rates listed here.

**Attached Table No.2: Cancellation Charge**

(Ref. Paragraph 2 of Article 6.)

<b>Date when Cancellation of Contract is Notified</b>						
Contracted	Number of Guests	No Show Accommodation Day	1 Day Prior to Accommodation Day	7 Days Prior to Accommodation Day	20 Days Prior to Accommodation Day	40 Days Prior to Accommodation Day
Individual	1 to 9	100%	80%	20%	-	-
Group	10 or 5 rooms and more	100%	80%	40%	20%	10%

Remarks:

1. The percentage signifies the rate of cancellation charge to the Basic Accommodation charges.
2. When the number of days contracted is shortened, cancellation charge for its first day shall be paid by the Guest regardless of the number of days shortened.