

# Accommodation Contract

Amended: March 1, 2024

## Scope of Application

### Article 1

1. The Accommodation Contract and related contracts to be concluded between our Hotel and the Guest shall be based on this Contract under the following terms and conditions of our Contract. Any matter not stipulated in this Contract shall be governed by ordinance, etc. (refers to ordinances and matters based on them; the same applies hereinafter), and generally established practice.
2. When our Hotel accepts a Special Contract without conflicting with ordinance and established practice, the said Special Contract shall prevail, notwithstanding the provision of the preceding Paragraph.

## Application for an Accommodation Contract

### Article 2

1. The Guest who intends to apply to our Hotel for an Accommodation Contract will be required to provide our Hotel with the following particulars:
  - (1) Name(s) of Guest(s) to be registered.
  - (2) Date(s) scheduled for overnight stay and estimated time of arrival.
  - (3) Accommodation charge (according, in principle, to the descriptions in Table 1).
  - (4) Other information considered necessary by our Hotel.
2. In the case that the Guest has requested, during his/her stay, an extension of an overnight stay beyond the date described in the preceding Paragraph, Item 2, our Hotel shall handle his/her request as a new application for an Accommodation Contract which has been made at the point in time when the said request has been made.

## Conclusion, etc., of the Accommodation Contract

### Article 3

1. The Accommodation Contract shall be considered to have been concluded at the time when our Hotel has accepted the application described in the preceding Article, unless our Hotel has certified that our Hotel has not accepted the said application.
2. When the Accommodation Contract has been concluded under the provision of the preceding Paragraph, the Application Fee payable for the period scheduled for overnight stay as prescribed by our Hotel shall be paid by the date set by us, up to the maximum amount equal to the basic accommodation charge.
3. The Application Fee shall first be applied to the final payment of the Accommodation Charge payable, and when the circumstances requiring application of the provisions of Article 6 and Article 17 have arisen, to any penalty and then to compensation money in that order. If there is any balance left it will be repaid at the time when the Accommodation Charge is paid as provided in Article 12.
4. In the case that the Application Fee described in Paragraph 2 of this Article has not been paid by the date set by us as stipulated in the same Paragraph, the Accommodation Contract shall become invalid, but limited only to the case where our Hotel has notified the Guest to that effect at the time when prescribing the day due for payment of the Application Fee.

## Special Contract Requiring Non-Payment of the Application Fee

### Article 4

1. Notwithstanding the provision of the preceding Article, Paragraph 2, there are cases where our Hotel accepts a Special Contract that does not require payment of the Application Fee specified in the said Paragraph after the conclusion of the Contract.
2. When accepting an application for an Accommodation Contract, in the case that our Hotel fails to request payment of the Application Fee specified in the preceding Article, Paragraph 2, and/or in the case that it fails to prescribe the due date for payment of the said Application Fee, the Special Contract described in the preceding Paragraph shall be considered to have been accepted.

## Request for Cooperation with Infection Control Measures in Facilities

### Article 4-2

Our Hotel may request the Guest seeking accommodation to cooperate as provided in Article 4-2, Paragraph 1 of the Hotel Business Act (Act No. 138 of 1948).

## Refusal of the Conclusion of the Accommodation Contract

### Article 5

1. The following are cases where our Hotel will not accept the conclusion of the Accommodation Contract. However, this Paragraph does not imply that our Hotel may refuse accommodation in cases other than those listed in Article 5 of the Hotel Business Act.

- (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 considered likely to behave in violation of the provisions of the ordinance, public order, or good public morals.
- (4) When the Guest seeking accommodation is considered to be corresponding to the following a) to c).
  - a) The Act on Prevention of Unjust Acts by Organized Crime Group Members (Act No. 77, 1991) stipulated in Article 2, Paragraph 2 (hereinafter referred to as "gang groups"); gang members stipulated by the same law Article 2, Paragraph 6 (hereinafter referred to as "gang members"); gang group semi-regular members or gang member-related persons and other antisocial forces.
  - b) Corporate entities or other organizations whose business activities are controlled by gang groups or gang members.
  - c) Corporate entities which have a gang member-related person serving as a board member.
- (5) When the Guest seeking accommodation behaves extremely in a mischievous way toward other hotel guests.
- (6) When the Guest seeking accommodation is a patient with a specified infectious disease, etc., specified in Article 4-2, Paragraph 1, Item 2 of the Hotel Business Act (hereinafter referred to as "a patient with a specified infectious disease, etc.>").
- (7) When the Guest seeking accommodation behaves violently when making a request, or makes excessive demands beyond the reasonable purview (except in cases when the Guest seeking accommodation makes a request for the elimination of social barriers as provided for in Article 7, Paragraph 2 and Article 8, Paragraph 2 of the Act for Elimination of Discrimination against Persons with Disabilities [Act No. 65 of 2013]).
- (8) When the Guest seeking accommodation repeatedly makes a demand specified in Article 5-6 of the Ordinance for Enforcement of the Hotel Business Act that is excessively onerous for our Hotel to carry out and is likely to significantly impede the provision of accommodation-related services to other guests.
- (9) When an act of God, trouble with facilities, and other unavoidable causes prevent the Guest from staying at our Hotel.
- (10) When the provisions of Article 5 of the Tokyo Metropolitan Enforcement Ordinance for the Hotel Business Act are applicable.
- (11) When our Hotel considers there to be just cause for not concluding the Accommodation Contract in other circumstances that are similar to each of the preceding items.

## Explanation of the Refusal of the Conclusion of the Accommodation Contract

### Article 5-2

The Guest seeking accommodation may request our Hotel to provide an explanation of the reason in cases where our Hotel does not conclude the Accommodation Contract for any of the reasons set out in the provisions of the preceding Article.

# Accommodation Contract

## The Guest's Right to Cancel the Contract

### Article 6

1. The Guest may request our Hotel to cancel the Accommodation Contract.
2. In the case that the Guest has cancelled the Accommodation Contract in whole or in part due to causes attributable to him/her (which is the case when our Hotel has requested payment of the Application Fee by prescribing the date due for such payment under the provision of Article 3, Paragraph 2, except in the case when the Guest has cancelled the Accommodation Contract prior to such payment), payment of penalty shall be required as specified in Table 2, but in the case that our Hotel has accepted a Special Contract described in Article 4, Paragraph 1 this provision shall be applied only to the case where our Hotel has notified the Guest of his/her responsibility to pay a penalty for cancellation of the Contract when accepting the Special Contract.
3. In the case that the Guest does not arrive by 24:00 on the day of an overnight stay without informing our Hotel of a delay (or after the lapse of hours past the scheduled time of arrival if indicated by the Guest beforehand), the Accommodation Contract concerned may be considered to have been cancelled by the Guest and will be handled accordingly.
4. Our Hotel may stipulate a penalty that is different from the provisions of Paragraph 2 of this Article in the case of cancellation of an Accommodation Contract relating to an accommodation plan and other products specified by our Hotel and an Accommodation Contract on a specified date.
5. Our Hotel may specify a separate penalty for cancellation of an Accommodation Contract with specific organizations designated by our Hotel.

## The Right of Our Hotel to Cancel the Contract

### Article 7

1. The following are cases where our Hotel may cancel the Accommodation Contract. However, this Paragraph does not imply that our Hotel may refuse accommodation in cases other than those listed in Article 5 of the Hotel Business Act.
  - (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 corresponding to the following a) to c).
    - a) Gang groups, gang members, gang group semi-regular members or gang member-related persons and other antisocial forces.
    - b) Corporate entities or other organizations whose business activities are controlled by gang groups or gang members.
    - c) Corporate entities that have a gang member-related person serving as a board member.
  - (3) When the Guest behaves extremely in a mischievous way against other hotel guests.
  - (4) When the Guest is a patient with a specified infectious disease, etc.
  - (5) When the Guest behaves violently when making a request, or makes excessive demands beyond the reasonable purview (except in cases when the Guest makes a request for the elimination of social barriers as provided in Article 7, Paragraph 2 and Article 8, Paragraph 2 of the Act for Elimination of Discrimination against Persons with Disabilities).
  - (6) When the Guest repeatedly makes a demand specified in Article 5-6 of the Ordinance for Enforcement of the Hotel Business Act that is excessively onerous for our Hotel to carry out and is likely to significantly impede the provision of accommodation-related services to other guests.
  - (7) When unavoidable causes, such as an act of God, etc., prevent the Guest from staying at our Hotel.
  - (8) When the provisions of Article 5 of the Tokyo Metropolitan Enforcement Ordinance for the Hotel Business Act are applicable.
  - (9) When the Guest smokes in bed in the guest room or vandalizes fire protection facilities, or does not comply with the Rules of Use prescribed by our Hotel.

2. In cases where our Hotel has cancelled the Accommodation Contract in accordance with the provision of the preceding Paragraph, charges for accommodation service, etc., which have not yet been offered to the Guest shall not be receivable.

## Explanation of the Cancellation of the Accommodation Contract

### Article 7-2

The Guest may request our Hotel to provide an explanation of the reason in cases where our Hotel has canceled the Accommodation Contract in accordance with the provisions of the preceding Article.

## Registration of Accommodation

### Article 8

1. The Guest will be required to register the following particulars at the front desk of our Hotel:
  - (1) Name, address, and contact details of the Guest.
  - (2) Nationality and passport number, in the case of a foreign guest who does not have an address in Japan.
  - (3) Other particulars considered necessary by our Hotel.

The personal information registered in accordance with the provisions of laws and regulations and this Contract shall be used for the operation of the hotel business in general and shall not be used for any other purpose. Our Hotel may confirm reservations by telephone, post, fax, e-mail or other means. Our Hotel will not disclose or provide Guests' personal information to a third party without due cause.

2. When the Guest intends to pay the accommodation charge stipulated in Article 12 using an accommodation voucher, credit card, or other method that can be substituted for currency, he/she must present the accommodation voucher or credit card, etc., during the registration process set out in the preceding Paragraph.
3. With regard to Paragraph 1, Item 2 of this Article, our Hotel will keep a copy of the passport in accordance with ministerial ordinances of the Hotel Business Act.

## Time Allowed for Use of the Guest Room

### Article 9

1. The Guest should refer to the information binder or television service screen ("Service Information") provided in each guest room for the time allowed for the Guest to use the guest room of our Hotel. Notwithstanding that when the Guest stays for more than one night in succession, the Guest may use the guest room all day except on the day of arrival and the day of departure.
2. Notwithstanding the provision of the preceding Paragraph, there are cases where our Hotel may accept the use of the guest room in hours other than those specified in the preceding Paragraph, in which case an additional charge will be required as specified in the Service Information.

## Compliance with the Rules of Use of the Hotel

### Article 10

While staying in our Hotel, the Guest will be required to comply with the Rules of Use posted inside our Hotel as prescribed by us.

## Business Hours

### Article 11

1. The business hours of principal facilities in our Hotel are explained in the pamphlet provided, displayed at major points inside our Hotel, and shown in the Service Information provided in each guest room.
2. The service hours described in the preceding Paragraph may be changed temporarily for unavoidable reasons, in which case the Guest will be notified by proper means.

# Accommodation Contract

## Payment of Charges

### Article 12

1. The breakdown of the accommodation charge, etc., payable by the Guest shall be as listed in Table 1.
2. Payment of the accommodation charges, etc., described in the preceding Paragraph shall be made in Japanese currency or by other means acceptable to our Hotel, such as accommodation coupon, credit card, etc., at the front desk at the time when the Guest registers with our Hotel or is charged by our Hotel.
3. In the case that the Guest has not stayed at our Hotel at his/her discretion even after we have offered the guest room to the Guest and made it available for him/her to use, the accommodation charge will still be charged.

## Responsibility and Limits of Liability of Our Hotel

### Article 13

1. In the case that we have inflicted damage on the Guest in the course of fulfilling the Accommodation Contract and related Contracts or in breach of these Contracts, we shall compensate for the said damage, unless the said damage has been caused due to a cause not attributable to us.
2. Our Hotel is covered by hotel liability insurance to cover emergencies in the case of fire, etc.
3. Our Hotel bears no responsibility for damage due to equipment faults, software malfunctions, failure or success of communication, and other issues that arise out of the Guest's use of computer communications including the internet connection in the guest room. Further, our Hotel bears no responsibility for damage arising from an inability to use communications or the interruption of communications due to system errors or technical problems.

## Handling In Case the Guest Room Contracted Is Not Available

### Article 14

1. Should the guest room contracted for the Guest under the Accommodation Contract become unavailable for him/her, our Hotel shall try to offer other accommodation facilities under the same conditions as the original Accommodation Contract as far as possible, subject to the consent of the Guest concerned.
2. Notwithstanding the provision of the preceding Paragraph, in cases where we are unable to offer other accommodation facilities to the Guest, we shall pay to him/her a compensation charge equivalent to the penalty, which will be applied to the amount of the compensable damage. However, in cases where there is no cause attributable to us for not being able to offer the guest room, we shall not pay the compensation charge.

## Handling of Checked Articles, etc.

### Article 15

1. When the articles, cash and/or valuables checked by the Guest at the front desk have been lost or damaged, our Hotel shall compensate for the damage, unless the loss or damage has been caused by force de majeure. However, in the case of cash and valuables, we shall do so only when the Guest has clearly reported the kind and value of such cash and valuables at our request. Otherwise we shall compensate for the damage up to the maximum amount of 150,000 yen.
2. When the Guest has brought into our Hotel articles, cash and/or valuables but has not checked them at the front desk, we shall compensate for the loss or damage suffered if caused intentionally or negligently on our part, except when the Guest has not clearly reported to us beforehand the kind and value of the items which were later lost or damaged, in which case we shall compensate for the loss or damage up to the maximum amount of 150,000 yen unless we are intentionally or negligently responsible for such loss or damage.
3. Our Hotel does not check art works and antiques.

## Custody of the Baggage or Personal Belongings of the Guest

### Article 16

1. When the baggage of the Guest has arrived at our Hotel prior to his/her arrival, our Hotel will keep it subject to our agreement given prior to its arrival, and will hand it to the Guest at the time when he/she checks in at the front desk.
2. In the case that the baggage or personal belongings of the Guest are left behind in our Hotel after he/she has checked out, our Hotel shall, in principle, wait for the owner of such items to contact our Hotel for further information and instructions. However, when no instructions are received from the owner or the owner has not been identified, our Hotel shall keep cash and items it considers to be valuables for a certain period and then deliver them to the nearest police station. Other items will be disposed of after a certain period. However, food and drinks, cigarettes, magazines, and items that our Hotel considers to be difficult to keep due to hygiene management will be disposed of the same day as the Guest checks out.
3. The responsibility of our Hotel regarding the custody of the Guest's baggage or personal belongings in the case of the preceding two Paragraphs shall conform to the provision of the preceding Article, Paragraph 1, in the case of Paragraph 1 of this Article and to the provision of the preceding Article, Paragraph 2, in the case of the preceding Paragraph.

## Responsibility of the Guest

### Article 17

In the case that our Hotel has suffered damage due to the intention or fault of the Guest, the Guest will be required to compensate our Hotel for the said damage.

## Changes to This Contract and Rules of Use

### Article 18

1. This Contract and the Rules of Use (referred to hereafter as "this Contract") fall under the formulaic general conditions set forth in Article 548-2, Paragraph 1 of the Japanese Civil Code. Our Hotel may change the terms and conditions of this Contract at our discretion in the following cases:
  - (1) When the changes to the terms and conditions of this Contract are compatible with the general interests of the Guest;
  - (2) When the changes to the terms and conditions of this Contract do not contradict the purpose of the contract and are reasonable in light of their necessity, the equivalency of the content following the change, and other circumstances related to the changes.
2. In the event that our Hotel changes the terms and conditions of this Contract in accordance with the preceding Paragraph, notification of the changes, the Contract content following the changes, and the date on which the changes will go into effect will be posted on the official Hotel website one month prior to the effective date in lieu of individual notification and explanation.
3. When a Guest uses the services of our Hotel based on this Contract on or after the effective date for the changed Contract, the Guest shall be deemed to have accepted the changed terms and conditions of this Contract.

## Governing Language and Law

### Article 19

This Contract has been prepared in Japanese and non-Japanese languages. In the event of any discrepancy between the two versions, the Japanese version shall take precedence on all matters. The law of Japan shall be the governing law for this Contract. The Tokyo District Court shall have the exclusive jurisdiction of the first instance over all disputes arising out of this Contract.

**Table 1 Breakdown of Accommodation Charge (concerning Article 2-1 and 12-1)**

Total amount to be paid by a guest	Breakdown	
	Accommodation charge	Room charge (or room charge + breakfast charge)
Tax		Consumption tax
		Tokyo Metropolitan accommodation tax

**Table 2 Penalty (concerning Article 6-2)**

Number of people in contract application	Day when notification of contract cancellation is received					
	No Show	Accommodation Day	1 Day Prior to Accommodation Day	2 Days Prior to Accommodation Day	9 Days Prior to Accommodation Day	
Individual Guests	10 or less	100%	100%	50%	—	—
Group Guests	11–99	100%	100%	80%	—	20%
	100 or more	100%	100%	80%	50%	20%

Notes:

1. The percentage of the Penalty against the accommodation charge specified in Table 1.
2. In the case that the number of days for accommodation has been reduced, penalty for one day (first day) shall be charged, regardless of the number of days reduced.

## Rules of Use

In order to ensure a safe and comfortable stay for all our guests, the Hotel has established the following Rules of Use, based on Article 10 of the Accommodation Contract. We kindly ask for your cooperation in observing these rules. Any contravention of the Rules may result in the immediate cancellation of your stay and discontinued use of the Hotel facilities, based on Article 7, Paragraph 1, Item 15, of the Accommodation Contract. Please note that guests may also be charged for any damages resulting from the violation of these rules. Further, please note that the Rules of Use are subject to change under Article 18 of the Accommodation Contract.

### Fire and Accident Prevention

- Please review the information on evacuation routes that is posted on the inside of your room door, and confirm the location of the emergency exits on your floor.
- Do not use any portable stoves for cooking and heating, or irons, inside the Hotel.
- Smoking in bed or any location that poses a fire hazard is not permitted.
- Please do not throw cigarette butts out of the window.
- In order to maintain safety, do not tamper with the fire extinguishing equipment.

### Security and Maintenance

- Please meet your visitors in the lobby. Outside visitors are not permitted on the room floors without the Hotel's authorization.
- Be sure to check that your door is locked when going out.
- Hotel staff may need to enter your room for health or sanitation reasons. Room cleaning is carried out daily, or at least once every three days for guests staying more than one night, if requested.

### Luggage

- The Hotel will store your luggage for safe-keeping after departure only on the day of your departure. Luggage not picked up during the day of your departure may be disposed of by the Hotel. The Hotel is not responsible for any loss in such cases.
- When you have a reservation for accommodation within one week of departure, the Hotel will store your luggage for safe-keeping until your next arrival.
- In principle, the Hotel keeps lost property for 3 months after check out. However, food and drinks, cigarettes, magazines, and items that the Hotel considers to be difficult to keep due to hygiene management will be disposed of the same day as you check out.

### Payment

- Please pay the pre-calculated accommodation charges at the time of check-in.
- Accommodation charges, and any transportation tickets, taxi fares, stamps, or courier fees cannot be paid at a later time or charged to the room.
- The Hotel does not offer foreign currency exchange services.
- Please notify the Front Desk in advance when there is a change in the number of nights you will be staying. If you extend your stay, a new room key will be issued to you upon payment of the additional charges.

### Prohibitions

- In order to prevent inconvenience to other guests, the following may not be brought into the Hotel or its vicinity:

1. Pets
2. Bicycles, roller skates, skateboards, etc.
3. Ignitable or flammable substances
4. Excessively large quantity of goods
5. Extremely heavy objects
6. Foul-smelling or unclean items
7. Articles prohibited by law

- No cooking is allowed in your room.
- Please refrain from smoking inside the building, except smoking rooms.
- Drunken behavior, parties in the rooms, violent words or actions, or any other behavior that bothers or is likely to bother other guests is not allowed.
- Gambling or other disruptive behavior is not permitted.
- Please do not use your room or the lobby as an office or place of business.
- Unauthorized distribution of advertising or sales of products are prohibited inside the Hotel.
- The furnishings or equipment inside your room may not be moved to other locations in the building or taken out of the Hotel without permission.
- Do not hang anything in the window that may be visible from outside and damage the appearance of the Hotel.
- Do not leave shoes or other personal belongings in the hallway or lobby.
- Please refrain from leaving your room dressed in pajamas and slippers or similar attire.
- Guests are not permitted to order delivery of food or drinks from establishments outside the Hotel without the Hotel's authorization.
- Guests will be charged the actual cost for any damage or loss of furnishings or equipment on hotel premises.
- The groups and individuals listed below are prohibited from using Hotel facilities.

1. Gang groups, gang group members, gang group semi-regular members or gang member-related persons and other antisocial forces.
2. Corporate entities or other organizations whose business activities are controlled by gang groups or gang members.
3. Corporate entities which have a gang member-related person serving as a board member.
4. Persons or groups in cases where assault, injury, intimidation, extortion, and similar acts are found.
5. Persons with difficulty ensuring their own safety, such as those who cannot identify themselves due to diminished capacity or intoxication or persons who may cause danger, fear, or anxiety for other customers.
6. Persons who do not comply with these Rules.
7. All use will be prohibited immediately after any of the situations listed in items 1 through 6 are found to apply.