

General Terms and Conditions for Accommodation Contract

[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 for herein shall be governed by laws and regulations 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, 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 Hotel should accept the Accommodation Charges (based, in principle, on the Basic Accommodation Charges listed in the Attached Table No. 1.) and shall notify the Hotel the following particulars:

- 1) Name of the Guest;
- 2) Date of accommodation and estimated time of arrival;
- 3) Accommodation Charges;
- 4) Other particulars deemed necessary by the Hotel.

- (2) In the case when the Guest requests, during his/her stay, extension of the accommodation beyond the date in sub-paragraph (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 when 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 provide the credit card information, or pay an accommodation deposit fixed by the Hotel 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 Hotel.

- (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. If the Guest has provided a credit card number, the deposit will not be charged, but in case the cancellation fee applies, the credit card will be charged. Also, hotel reserves the right to take pre-authorization of the credit card.
- (4) When the Guest has failed 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 when 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 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 Hotel has accepted a special contract prescribed in the preceding Paragraph.

[Refusal of Accommodation Contracts]

Article 5. The Hotel may not accept the conclusion of an Accommodation Contract under any of the following cases:

- 1) When the application for accommodation does not conform to the provisions of these Terms and Conditions;
- 2) When the Hotel is fully booked and no room is available;
- 3) When the Guest seeking accommodation is deemed liable to conduct him/herself in the manner that will contravene the laws or act against the public order or good morals in regard to his/her accommodation;
- 4) When the Guest seeking accommodation can be clearly detected as carrying an infectious disease;
- 5) When the Hotel is requested to assume an unreasonable burden in regard to his/her accommodation;
- 6) When the Hotel is unable to provide accommodation due to natural calamities,

dysfunction of the facilities and/or other unavoidable causes;

7) When a person requesting Hotel 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;

8) When a person requesting Hotel Accommodations, is a crime syndicate member, member of crime syndicate related organizations, or related to any other antisocial power, or;

9) When a person requesting Hotel Accommodations was asked or forced to leave from the Hotel due to any kinds of problems before.

[Right to Cancel Accommodation Contracts by the Guest]

Article 6. 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 the Attached Table No. 2. However in the case when a special contract as prescribed in Paragraph 1 of Article 4 has been conducted, 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) Reservations which are not guaranteed will be held until 6:00pm, at which time they shall be cancelled and the room shall be released again for sale.

[Right to Cancel Accommodation Contracts by the Hotel]

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

1) When the Guest is deemed liable to conduct and/or have conducted him/herself in a manner that will contravene the laws or act against the public order and good morals in regard to his/her accommodation;

2) When the Guest can be clearly detected as carrying an infectious disease;

3) When the Hotel is requested to resume an unreasonable burden in regard to his/her accommodation;

4) When the Hotel is unable to provide accommodation due to natural calamities and/or other causes of force majeure;

5) When a person requesting Hotel 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;

6)When the Guest does not observe prohibited actions such as smoking other than smoking area, mischief to the fire-fighting facilities and other prohibitions of the House and Regulations stipulated by the Hotel (restricted to particulars deemed necessary in order to avoid the causing of fires.);

7)When the Guest are damaging, polluting, or using the room for unreasonable purposes; or

8)When the guest was identified as a crime syndicate member, member of crime syndicate related organizations, or related to any other antisocial power.

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

[Registration]

Article 8. The Guest shall register the following particulars at the front desk of the Hotel on the day of accommodation;

1) Name, age, sex and address of the Guest (s);

2) For non-Japanese, their nationality and passport number and photocopy of the passport.

3)Date and estimated time of departure; and

4)Other particulars deemed necessary by the Hotel.

(2)In the case when the Guest intends to pay his/her Accommodation Charges prescribed in Article 12 by any means other than Cash (Japanese Yen), coupons/vouchers issued by a contracted travel agency, or credit cards, these credentials shall be rendered in advance of the time of the registration prescribed in the preceding Paragraph.

[Occupancy Hours of Guest Rooms]

Article 9. Daily room occupancy is from 2:00 pm to 11:00 am. However in the case when the Guest is accommodated continuously, the Guest may occupy the room 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:

Up to 2 pm for departure	JPY3,000-
Later than 2 pm for departure or earlier than 2 pm for arrival	100% of the Public Rate

* Public Rate may not be the rate the Guest(s) are paying for their stay.

(3)One child up to 16 years of age is free of charge using existing bedding. This article only applies for direct bookings (telephone, e-mail, accor hotels web page, call center or hotel web page) and not applicable for booking through travel agents (including online travel agent), which has their own policy.

[Observations of Use Regulations]

Article 10. The Guest shall observe the House Regulations established by the Hotel.

[Business Hours]

Article 11. Business hours of the Hotel are stated below. This information is as of January 1st, 2020, but it is subject to change without notice, due to the maintenance, construction or full reservation and so on. This information will not guarantee the use of our guest(s). Please check in advance before the usage.

Telephone call, Front Desk	24 hours daily
Curfew	None*
Restaurant	Breakfast 6:30 am ~10:00 am Lunch 11:30 am~2:00 pm (Last Order) Dinner 5:30 pm~8:30 pm (Last Order)
Lounge	10:00 am~5:30 pm (Last Order)
Banquet, Meeting and Ball rooms	9:00 am ~ 10:00 pm. (Additional fee applies after/before hours)
Massage	2:00 pm ~ 0:00 am (Last Order)
Laundry	10:00 am (for same day service)**

* Entrance will be locked between 1 am to 5 am, but could be unlocked by intercom.

**Closed on Sunday and holiday and for designated holiday seasons.

[Payment of Accommodation Charges]

Article 12. 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 by 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/her by the Hotel and are at his disposal.

[Liabilities of the Hotel]

Article13. The Hotel shall compensate the Guest for damage if the Hotel has caused such damage to the Guest in the fulfillment of the Accommodation Contract and/or related agreements. However, the same shall not apply in the case when such damage has been caused due to reasons to which the Hotel is not liable.

- (2) Even though the Hotel has received the Certificate of Excellence of the Fire Prevention Standard issued by the fire station, furthermore, the Hotel is covered by the Hotel Liability Insurance in order to deal with unexpected fire and/or disasters.

[Handling When Unable to Provide Contracted Rooms]

Article14. The Hotel shall, when unable to provide contracted rooms, arrange accommodation of the same standard else-where for the Guest insofar as practicable with the consent of the Guest.

- (2)When arrangement of the 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 the reparations. However, When the Hotel cannot provide accommodation due to causes for which the Hotel is not liable, the Hotel shall not compensate the Guest.

[Handling of Deposited Articles]

Article15. 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. The Hotel shall compensate the Guest to the extent of the provisions of the Hotel Liability Insurance.

[Custody of Baggage and/or Belongings of the Guest]

Article16. When the baggage of the Guest is brought into the Hotel before his/her 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 at the front desk at the time of his/her check-in.

- (2) When the baggage or belongings of the Guest is found left after his Check-out, and the ownership of the articles is confirmed, the Hotel shall retain the article for 3 month including the day it is found, and after this period, the Hotel shall turn it over to the nearest

police station. Objects identified as valuable articles will be reported and handed over to the local police.

- (3) The Hotel's liability in regard to the custody of the Guest's baggage and the belongings in the case of the preceding two Paragraphs' shall be assumed in accordance with the provisions of the Preceding Article.

[Liability in regard to Parking]

Article17. The Hotel shall not be liable for the custody of the vehicle of the Guest when the Guest utilizes the Bay Square Parking. The Bay Square Parking is conducted by the Parking, not by the Hotel.

[Liability of the Guest]

Article18. The Guest shall compensate the Hotel for the damage caused through intention or negligence on the part of the Guest.

Table1 : Calculation Method for Accommodation and other charges

(Refers Article 2 and Paragraph 1 of Article 12)

		Statement
Total Amount to be paid by the Guest	Accommodation Charges	① Room Charge (Accommodation charge (and Accommodation charge + Breakfast and so on charge)) ②Service charge (① x 10%)
	Additional Charges	③ Additional meals, drinks, and other expenses (except included ①) ④ Service charge (③ x 10%)
	Tax	Consumption Tax

Table 2 : Cancellation charge

(Refers Paragraph 2 of Article 6)

Time of notification		No Show	Same Day	1 day prior After 6pm
Contracted number of rooms				
Individual	Up to 7 rooms	100%	80%	20%