

# Terms and Conditions of Accommodation Contracts

## Article 1 — Scope of Application

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. Notwithstanding the provisions of the preceding paragraph, if the Hotel has entered into a special contract with the Guest, the special contract shall take precedence insofar as it does not contravene laws and ordinances or generally accepted practices.

## Article 2 — Application for Accommodation Contracts

1. Applicants for an accommodation contract with the Hotel shall notify the Hotel of the following particulars:
  - (1) Name of Guest
  - (2) Date(s) of stay and intended time of arrival
  - (3) Accommodation charges (based, in principle, on the basic accommodation charge in Table 1)
  - (4) Any other particulars deemed necessary by the Hotel
2. If the Guest, during their stay, requests an extension of accommodation beyond the last date given in Item 2 of the preceding paragraph, the Hotel shall regard an application for a new accommodation contract as having been made at the time of the request.

## Article 3 — Conclusion, etc of Accommodation Contracts

1. An accommodation contract shall be deemed to have been concluded when the Hotel accepts the application described in the preceding article. However, this shall not apply if it is proved that the Hotel has not accepted the application.
2. When an accommodation contract has been concluded in accordance with the provisions of the preceding paragraph, the Guest shall pay a deposit specified by the Hotel, not exceeding the amount of the basic accommodation charge for the full period of the stay (or for 3 days if the period of the stay exceeds 3 days), by the date specified by the Hotel.
3. The deposit shall be applied firstly to the total accommodation charges to be paid by the Guest and, under circumstances where the provisions of Article 6 or Article 18 are applicable, secondly to cancellation charges and thirdly to reparations, and any remainder shall be refunded at the time of payment of charges as set out in Article 12.
4. If the Guest fails to pay the deposit described in Paragraph 2 by the date specified by the Hotel, as set out in the same paragraph, the accommodation contract shall lose its validity. However, this shall apply only if the Hotel so notifies the Guest when specifying the due date of payment for the deposit.

## Article 4 — Special Contracts Requiring no Deposit

1. Notwithstanding the provisions of Paragraph 2 of the preceding article, the Hotel may enter into a special contract that does not require the payment of a deposit after the contract has been concluded as set out in the same paragraph.
2. If the Hotel does not request the payment of a deposit as set out in Paragraph 2 of the preceding article, and/or does not specify a due date of payment for the deposit when accepting the application for an accommodation contract, the Hotel shall be deemed to have entered into a special contract as set out in the preceding paragraph.

## Article 4-2 — Request for cooperation in infection control measures at facilities

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).

## Article 5 — Refusal of Accommodation Contracts

The Hotel may refuse to conclude 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. If the application for an accommodation contract does not conform to these Terms and Conditions.
2. If the Hotel is fully booked and no room is available.
3. If the applicant for accommodation is deemed likely to engage in behaviour that will contravene laws or ordinances, public order or morality in conjunction with their stay
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) If the applicant for accommodation is an organized crime group, member of an organized crime group, company or organization associated with an organized crime group, person involved with such a company or organization, or other antisocial force (hereinafter "organized crime group or other antisocial force").

- (b) If the applicant for accommodation is a company or other organization whose business operations are controlled by an organized crime group or member of an organized crime group.
- (c) If the applicant for accommodation is a company whose directors include a member of an organized crime group.
- 5. If the applicant for accommodation engages in behaviour that causes significant nuisance 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 the Mie Prefectural Ordinance Article.

### **Article 5-2 — Explanation of refusal to conclude a contract of accommodation**

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.

### **Article 6 — Guest's Right to Cancel Accommodation Contract**

- 1. The Guest may cancel the accommodation contract upon application to the Hotel.
- 2. If the Guest cancels all or part of the accommodation contract through their own fault, the Guest shall pay a cancellation charge to the Hotel, as set out in Table 2, except where the Hotel has specified a due date of payment for a deposit in accordance with the provisions of Article 3, Paragraph 2, and the Guest cancels the contract before the deposit is paid. However, where the Hotel has entered into a special contract as described in Article 4, Paragraph 1, this shall apply only where, when entering into the special contract, the Hotel has notified the Guest of their obligation to pay a cancellation charge if the Guest cancels the accommodation contract.
- 3. If the Guest fails to arrive at the Hotel by 8pm (or where the Guest has specified an intended time of arrival, within 2 hours after that time) on the first day of their stay, without prior notice, the Hotel may regard the accommodation contract as having been cancelled by the Guest.

### **Article 7 — Hotel's Right to Cancel Accommodation Contract**

- 1. 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) If the Guest engages or is deemed likely to engage in behaviour that will contravene laws or ordinances, public order or morality in conjunction with their stay.
  - (2) When it is recognized that the Guest falls under any of the following items (a) through (c).
    - (a) If it is clear that the Guest is an organized crime group or other antisocial force.
    - (b) If it is clear that the Guest is a company or other organization whose business operations are controlled by an organized crime group or a member of an organized crime group.
    - (c) If it is clear that the Guest is a company whose directors include a person who falls into the category of member of an organized crime group.
  - (3) If the Guest engages in any behaviour that causes significant nuisance 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) If the Hotel is unable to provide accommodation owing to a natural disaster or other force majeure.
  - (8) When the case falls under the provisions of the Mie Prefectural Ordinance Article .
  - (9) If the Guest fails to observe the rules prohibiting certain acts under the Accommodation Policy, such as smoking in bed or tampering with fire-fighting equipment (applicable only to provisions necessary for the prevention of fire).
- 2. If the Hotel cancels the accommodation contract in accordance with the provisions of the preceding paragraph, the Hotel shall not charge the Guest for any services not yet received.

## **Article 7-2 — Explanation of Cancellation of Accommodation Contract**

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.

## **Article 8 — Registration**

1. The Guest shall register the following particulars at Reception on the first day of their stay:
  - (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.
2. Guests intending to pay the charges set out in Article 12 by any means other than cash, such as a traveller's cheques, coupons, or credit cards, shall present such means of payment at the time of registration as described in the preceding paragraph.

## **Article 9 — Guest Room Occupancy Hours**

The Guest shall be entitled to occupy the contracted guest room from 3pm on the day of registration to 11am the following day. However, in the event of a stay of consecutive nights, the Guest shall be entitled to occupy the room throughout the day, except on the day of registration and day of departure.

## **Article 10 — Observance of House Regulations**

Within the Hotel's premises, the Guest shall observe the House Regulations established by the Hotel and posted within the premises of the Hotel.

## **Article 11 — Opening Hours**

1. The opening hours of the main facilities of the Hotel and details of the opening hours of other facilities are listed in the service directory provided in guest rooms and elsewhere.
2. The facilities will be closed every Monday. However, where a national holiday falls on a Monday, the facilities will be closed on the Tuesday of that week.
3. Under unavoidable circumstances, the days of the week and hours set out in the two preceding paragraphs are subject to temporary change. In such cases, the Guest will be informed by appropriate means.

## **Article 12 — Payment of Charges**

1. The breakdown of accommodation charges, etc to be paid by the Guest shall be as set out in Table 1.
2. The accommodation charges, etc mentioned in the preceding paragraph shall be paid at the front desk at the time of the Guest's departure, or upon request by the Hotel, in cash or by other means such as traveller's cheques, coupons or credit cards.
3. Accommodations charges shall be payable even in the event that the Guest of their own volition does not use the room provided by the Hotel once it has become available.

## **Article 13 — Liabilities of the Hotel**

1. The Hotel shall compensate the Guest for any damages incurred by the Guest owing to the Hotel's fulfilment or non-fulfilment of the accommodation contract or related contracts. However, this shall not apply where the damages are due to causes not attributable to the Hotel.
2. The Hotel makes every effort to prevent fires, but subscribes to a hotel liability insurance scheme in case of fire, etc.

## **Article 14 — Arrangements if the Hotel is Unable to Provide the Contracted Room**

1. If the Hotel is unable to provide the contracted room, it shall, with the consent of the Guest, arrange accommodation elsewhere of as similar a standard as possible.
2. If, notwithstanding the provisions of the preceding paragraph, the Hotel is unable to arrange accommodation elsewhere, it shall pay the Guest compensation equivalent to the cancellation charge by way of damages. However, no compensation shall be payable in the event that the Hotel is unable to provide the contracted room through no fault of its own.

## **Article 15 — Handling of Deposited Articles, etc**

1. The Hotel shall compensate the Guest for any loss, damage, etc to cash, valuables or other articles deposited with the front desk, except where such loss, damage, etc is due to force majeure. However, in the event of loss, damage, etc to cash or valuables, the maximum amount of compensation shall be ¥150,000 if the Guest has refused to disclose the type and value of the items deposited when requested to do so by the Hotel.

- The Hotel shall compensate the Guest for any loss, damage, etc to cash, valuables or other articles that the Guest has brought into the Hotel but not deposited with the front desk, if such loss, damage, etc is the result of the Hotel's wilful or gross negligence. However, the maximum amount of compensation shall be ¥150,000 if the Guest has refused to disclose the type and value of the items deposited when requested to do so by the Hotel.

#### Article 16 — Custody of the Guest's Luggage or Personal Effects

- If the Guest's luggage arrives at the Hotel before the Guest, the Hotel shall store the luggage and hand it over to the Guest at the front desk at the time of their check-in, provided that the Hotel has agreed to do so in advance.
- If any of the Guest's luggage or personal effects are accidentally left within the Hotel after the Guest has checked out, the Hotel shall, once the owner of the luggage has been identified, contact the owner and request their instructions. However, if the owner fails to give any instructions or if the owner cannot be identified, the Hotel shall retain the luggage for a period of 7 days including the day of its discovery, and thereafter deliver it to the nearest police station.
- The Hotel's liability in regard to the custody of the Guest's luggage or personal effects under the circumstances described in the two preceding paragraphs shall be governed by the provisions of Paragraph 1 of the preceding article under the circumstances described in Paragraph 1 above, and in accordance with the provisions of Paragraph 2 of the preceding article under the circumstances described in the preceding paragraph.

#### Article 17 — Liability in Regard to Parking

If the Guest makes use of the Hotel's parking facilities, the Hotel merely offers the space for parking and shall bear no responsibility for custody of the vehicle, whether or not the keys to the vehicle are deposited with the Hotel. However, the Hotel shall be liable for any damage to the vehicle caused by its wilful or gross negligence in the management of the parking facilities.

#### Article 18 — Liabilities of the Guest

The Guest shall compensate the Hotel for any damage caused by the Guest, whether intentionally or through negligence.

**Table 1: Calculation of accommodation charges (Article 2, Paragraph 1; Article 12, Paragraph 1)**

|   | Breakdown             |  |
|---|-----------------------|--|
| Total accommodation charges to be paid by the Guest | Accommodation charges | (1) Basic accommodation charge (Room charge or room charge + food and beverages charge)                          |
|   | Additional charges    | (2) Food and beverages (except food and beverages included in (1)) and other charges<br>(3) Service charge (15%) |
|   | Taxes                 | (4) Consumption tax, (5) Bath tax  |

Notes:

- The basic accommodation charge is based on the tariffs displayed at the front desk and in the guest rooms.
- The Hotel charges the same tariffs for children as for adult Guests, but no charge will be made for infants under 6 years old for whom bedding and meals are not provided.
- A charge will be made for the provision of extra beds.
- In the event that applicable tax legislation is amended, the amended provisions shall apply.

**Table 2: Cancellation charge (Article 6, Paragraph 2)**

| Number of rooms   | Notice of cancellation |                |   |                           |
|-------------------|------------------------|----------------|---|---------------------------|
|                   | 7-3 days' before       | 2 days' before | 1 day before                                | No show (no notice given) |
| 1-4 rooms         | 20%                    | 50%            | 80%   | 100%                      |
|                   | 60 ~ 31 days' before   |                | 30 days' before ~ No show (no notice given) |                           |
| more than 5 rooms | 50%                    |                | 100%  |                           |

Notes:

- The figure shown above are percentage of cancellation charges against accommodation charges.
- If the Guest changes (shortens) the duration of their stay, a cancellation charge for 1 day (the first day) shall be made, regardless of the number of days by which the stay is shortened.