

## **Terms and Conditions for Accommodation Contracts**

### **【Scope of Application】**

Article 1 Contracts for Accommodation and related agreements (including special contracts for day use, etc., here in after referred to collectively as "Accommodation", "Accommodation Contracts") to be entered into between this Hotel and the Guest (refers to all Guests using a guest room at the Hotel)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 in so far 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 Contracts】**

Article 2 A Guest who intends to make an application for an Accommodation Contract with the Hotel shall notify the Hotel of 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 when it has been proven 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 8 and thirdly for reparations under Article 20 as applicable. The remainder, if any, shall be refunded at the time of payment for accommodation as stated in Article 14.

4. 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 for Accommodation Fee of the Day of Stay】

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 5 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 6 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 and regulations 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 an organized crime group or a corporation or other organization whose business activities are controlled by an 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 is behaving in such a manner as to be an annoyance 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 the Guest seeking accommodation has made violent demands of, or carried out violent acts against, the Hotel or its employees, or has requested the Hotel to assume an unreasonable burden.  
(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 a minor is to be accommodated without the permission of a parental guardian.
- (11) When there are grounds specifically provided for in each prefectural ordinance.

**【Explanation of refusal to conclude a contract of accommodation】**

Article 7 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 8 The Guest is entitled to cancel the Accommodation Contract by so notifying the Hotel.

2. In the case when the Guest has canceled the Accommodation Contract in whole or in part due to causes for which the Guest is liable, the Guest shall pay cancellation charges as listed in Chart 2. However, in the case when a special contract as prescribed in Article 4 has been concluded, the same shall apply only when the Guest is informed of obligation of the payment of the penalty in case of cancellation by the Guest.

3. In the case when the Guest does not appear by 8:00 p.m. of the accommodation date (2 hours after the expected time of arrival if the Hotel notified of it) without an advance notice, the Hotel may regard the Accommodation Contract as being canceled by the Guest.

**【Right to Cancel Accommodation Contract by the Hotel】**

Article 9 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 and regulations 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 is behaving in such a manner as to be an annoyance 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 there are grounds specifically provided for in each prefectural ordinance.
  - (9) When the Guest does not observe prohibited actions such as smoking in bed, tampers with fire-fighting facilities and otherwise breaches Hotel Regulations stipulated by the Hotel (restricted to particulars deemed necessary in order to avoid causing fires).
2. If the Hotel has canceled the Accommodation Contract in accordance

with the preceding Paragraph, the Hotel may exempt the Guest from charges for any accommodation services, etc. not yet received.

**【Explanation of Cancellation of Accommodation Contract】**

Article 10 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 11 The Guest shall register the following particulars at 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) Date and estimated time of departure.
- (4) Other particulars deemed necessary by the Hotel.

2. Nationality and passport number for foreigners who do not have a domicile in Japan.

3. In the case when the Guest intends to make payment of the charges in accordance with Article 14 by any means other than Japanese currency, such as traveler's checks, coupons, credit cards, etc., these credentials shall be shown in advance at the time of registration in accordance with the preceding paragraph.

**【Occupancy Hours of Guest Rooms】**

Article 12 The Guest is entitled to occupy the contracted guest room of the Hotel from 3:00 p.m. to 11:00 a.m. in the next morning. However, in the case when the Guest is accommodated continuously, the Guest may occupy it all day long, except for the day of arrival and departure. Guests may be asked to wait after 3 p.m. to occupy the contracted guest room in inevitable cases such as guest room maintenance etc.

2. The Hotel may, notwithstanding the provisions stipulated in the preceding paragraph, permit the Guest to use the room past the checkout time. In such cases, an extra charge shall apply. The charge will vary depending on room type and length of extension. Inquire with the front desk for details.

3. The Hotel may change the hours of occupancy of Paragraph 1 for

unavoidable reasons. In that case, the Hotel will notify the Guest in an appropriate way.

**【Observance of the Rules Used by the Hotel】**

Article 13 The Guest shall observe the rules used by the Hotel which are posted within the premises of the Hotel.

**【Payment of Accommodation Charges】**

Article 14 The breakdown of the Accommodation Charges, etc. that the Guest shall pay is as listed in Chart 1.

2. Accommodation Fees, etc. as stated in the preceding Paragraph shall be paid with Japanese currency or by any means other than Japanese currency such as traveler's cheques, coupons or credit cards accepted by the Hotel at the front desk no later than the day of accommodation. However, if special circumstances occur, they will be considered separately.

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 15 The Hotel shall compensate the Guest for the 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 when such damage has been caused due to reasons for which the Hotel is not liable.

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

**【Handling When Unable to Provide Contracted Rooms】**

Article 16 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 can not be made, notwithstanding the provisions of the preceding Paragraph, the Hotel shall pay the Guest a compensation equivalent to the penalty and the compensation fee shall be applied to the reparations. However,

when the Hotel cannot provide accommodation due to the causes for which the Hotel is not liable, the Hotel shall not compensate the Guest.

**【Handling of Deposited Articles】**

Article 17 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. However, for cash and valuables, when the Hotel has requested the Guest to report its kind and value but the Guest has failed to do so, the Hotel shall compensate the Guest within the limit of 150,000 yen.

2. The Hotel shall compensate the Guest for damages when loss, breakage or other damage is caused, through intent or negligence on the part of the Hotel, to the goods, cash or valuables brought onto the premises of the Hotel by the Guest but are not deposited at the Front Desk. However, in the event that the type and value of the guest's property or cash and valuables have not been disclosed in advance, this hotel shall compensate for damages up to 150,000 yen, except in the case of intent or gross negligence on the part of the hotel.

**【Custody of Baggage and/or Belongings of the Guest】**

Article 18 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 in advance. The baggage shall be handed over to the Guest at the front desk at the time of his/her check-in.

2. If a guest leaves behind baggage or belongings after checking out, in principle, the Hotel will wait for them to make an inquiry and ask for their instructions. If the Guest does not make an inquiry or provide instructions, the Hotel will discard the baggage or belongings after three months from detection (the day following the day of detection in the case of food, beverages, cigarettes, magazines, etc.).

3. The Hotel's liability in regard to the custody of the Guest's baggage and belongings in the case of the preceding two Paragraphs of this Article should be treated accordingly with Paragraph 1 of the previous 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 in Regard to Parking】**

Article 19 The Hotel 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 Hotel, as it shall be regarded that Hotel simply offers the space for parking. However, the Hotel shall compensate the Guest for the damage caused through intention or negligence on the part of the Hotel in regard to the management of the parking lot.

**【Liability of the Guest】**

Article 20 The Guest shall compensate the Hotel for damage caused through intent or negligence on part of the Guest.

**【Governing law】**

Article 21 Any and all disputes arising under these Terms and Conditions will be resolved in accordance with Japanese laws and regulations in the Japanese court with jurisdiction over the location of the Hotel.

**【Observance of HOTEL INTERNET COMMUNICATION TERMS OF USE】**

Article 22 The Guest shall observe "HOTEL INTERNET COMMUNICATION TERMS OF USE" which are posted within the premises of the Hotel.

**【Collection of Personal Information】**

Article 23 Personal information collected by the Hotel in connection with an accommodation contract shall handled appropriately in accordance with the Hotel Privacy Policy.

**【Governing Language】**

Article 24 These terms are provided in both Japanese and English. In case of a discrepancy between the Japanese and the English, the Japanese version will take precedence.

**【Changes to Terms and Conditions】**

Article 25 If any of the following occur, the Hotel may change these Terms and Conditions by posting the changed content and the date any such changes will come into effect on the Hotel website. Further, when necessary, the Hotel may use other appropriate means to notify Guests,

etc.

- (1) When changes are in the general interest of Guests.
- (2) When changes do not contravene the objective of transactions related to these Terms and Conditions, and when said changes are reasonable based on their necessity, the suitability of content following the changes and any other circumstances related to the changes.

Chart 1

Attached Table No.1 Calculation Method for Accommodation Charges

(Ref.Paragraph 1 of Article 2 and Paragraph 1 of Article 14)

		Itemization
Total Amount of Accommodation Charge (Accommodation Fees, etc.)	Accommodation Fee	①Basic Accommodation fee (Room Charge)
	Additional fee	②Food and Beverage ③Other Services Charge
	Taxes	④Taxes Including Consumption Tax, etc.

Remarks

- 1.Those charges are subject to change to revisions of the Laws concerned.
2. Accommodation Fees, etc. may change.

Chart 2

Penalty (Ref. Paragraph 2 of Article 8)

Date of Cancellation

Number of guests	Cancellation date			
1 to 9 persons	—	The day before :20%	On the Day of Accommodate: 100%	No-show: 100%
10 persons or more	30 to 8 days before :10%	7 days to the day before :20%	On the Day of Accommodate: 100%	No-show: 100%

1. The percentage is the ratio of penalty to the accommodation fee. This shall not apply to all Hotel plan. Please check with the Hotel.
2. When the days defined in contracts is shortened, the Hotel will collect a penalty equivalent to one day accommodation (same amount of its first day of accommodation) , regardless the number of days shortened.
3. Separate penalty may be charged for certain days specified by the Hotel.

## **RULES AND REGULATIONS**

In order to assure the maximum comfort and safety of all guests, we ask for your cooperation in observing the following rules and regulations in accordance with the **"Terms and Conditions for Accommodation Contracts, Article 10"**

1. The use of any electrical appliances (such as hot plates, etc) , other than those provided by this hotel, is not permitted.
2. Please refrain from smoking in areas other than those permitted within the Hotel. Further, smoking in bed or other places where fires are likely to occur is not permitted.
3. The following articles may not be brought into the hotel:
  - (a) Animals, birds, etc.
  - (b) Articles with offensive odors.
  - (c) Explosive and flammable items, such as gunpowder, volatile oils or any other dangerous items.
  - (d) Illegally owned guns and swords.
  - (e) Excessive amounts of luggage, etc.
  - (f) Any other items for which possession is prohibited by law.
4. Creating a disturbance which annoys other guests and gambling are not permitted in the hotel.
5. Meeting with visitors is not permitted in guestrooms.
6. The lobby, or the guestrooms are not to be used as showrooms or as business offices.
7. Distributing advertising materials to other guests in the hotel is not permitted.
8. Rules Regarding Equipment and Fixtures on the Premises:
  - (a) Not to use equipment and fixtures for purposes other than intended.
  - (b) Not to take equipment or fixtures out of the hotel.
  - (c) Not to remove equipment or fixtures from where they are.
9. Please refrain from leaving your guest room wearing nightwear or slippers, etc.
10. Please refrain from any use of the Guest room that violates public order and morality.

## HOTEL INTERNET COMMUNICATION TERMS OF USE

Nippon Hotel Co., Ltd. ("company") has established the following terms of use ("these terms") for our customers ("customers") who use wired and/or wireless Internet connection ("service"), including shared Wi-Fi for JR hotel members, at hotels which company operates ("facilities").

By using the service, you indicate your acceptance of these terms.

### ■ Equipment, Peripherals and Software

- Customers are responsible for the preparation of any and all communication equipment, peripherals, software, and security measures, etc. ("equipment") necessary to use service, and any associated costs for such preparation should be borne by customers. Company does not warrant the performance of equipment.

### ■ Disclaimers

- Company shall not be liable for unavailability and/or interruption of service, and any damage or trouble incurred to customer relating to service unless it is caused by company's intentional act or gross negligence.
- Customers shall be liable for any damage incurred to company and/or any third party caused by customers' violation of these terms, in which case, the customers shall assume any and all responsibility and cost, and hold company harmless against any claim.

### ■ Prohibited acts

- Customers shall not conduct any of the following acts using service. If customers commit any of the following acts, company may suspend or terminate usage of service without prior notice.

1. Any acts that violate or may violate any rights of a third party or company;
2. Any acts that are against, or may be against public order and morals;
3. Election campaign or any acts similar thereto;
4. Any acts that relate to sexual entertainment or missionary work;
5. Commercial use of service itself such as resale or rental of service;
6. Mass-emailing advertising, and/or any transmission of promotional or other solicitation materials to company and/or any third party;
7. Interference with the receipt of emails intended for company and/or any third party;

8. Impersonating any third party during the use of or by means of service;
9. Using or providing any harmful programs, etc., through or in relation to service;
10. Any acts that cause damage, loss or disadvantage to company or any third party;
11. Any acts that interfere with service;
12. Any acts that interrupt operation of the service;
13. Any acts that violate or may violate laws or regulations;
14. Any other acts that company determines as being inappropriate.

■ Description of Service, etc.

- Company may suspend or terminate service without prior notice, when company determines such suspension or termination is necessary due to operational or any other reason.
- Company does not warrant the safety of service While service is designed to ensure necessary security.
- VPN connections may be unavailable with some VPN software.
- Company may restrict the access of any website, which it determines is not desirable to be accessed through service.

■ General Provisions

- These terms may be amended or abolished without prior notice. When any amendments are made to these terms, the details and effective date will be posted on our website or other means.
- These terms are governed by the laws of Japan.
- Any dispute between company and customers in relation to service shall be settled by mutual consultation between both parties in good faith. If the dispute is not settled among parties, the Tokyo District Court or Tokyo Summary Court shall have exclusive jurisdiction in the first instance.