

Terms & Conditions for Accommodation Contracts

(Scope of Application)

- Article 1. 1 Contracts for Accommodation and related agreements to be entered into between this Hotel and Guest to be accommodated shall be subject to these Terms & Conditions. Any particular not provided for herein shall be governed by laws and regulations, and / or generally accepted practices.
- 2 In the case where 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 & Conditions.

(Application for Accommodation Contracts)

- Article 2. 1 A Guest who intends to make an application for an Accommodation Contract with the Hotel shall notify the Hotel 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 Hotel.
- 2 In the case where the Guest requests, during his / her stay, an extension of the accommodation beyond the date(s) 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 Contract and related agreement)

- Article 3. 1 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 fixed by the Hotel within the limits of the Basic Accommodation Charges covering the Guest's entire period of stay (4 days when period of stay exceeds 4 days) by the date specified by the Hotel.
- 3 The deposit shall be first allotted for the Total Accommodation Charges 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 Hotel shall treat the Accommodation Contract as invalid. However, the same shall apply in the case where 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. 1 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 where 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, the Hotel shall be treated as having 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 any of the following cases:
- ① When the application for accommodation does not conform to 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 himself / herself in a manner that will contravene the laws or act against 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 Guest seeking Accommodation has acted violently, made threats or extortions, or has acted to intimidate the Hotel staff, or has been identified as a person who has committed inappropriate behavior in the past.
 - ⑥ When the Hotel is unable to provide accommodation due to natural calamities, malfunction of the facilities and / or other unavoidable causes; or
 - ⑦ When the provisions of Article 4 of the Enforcement Ordinance for the Aichi Prefectural Hotel Business Law is applicable
 - ⑧ When the Guest seeking Accommodation is identified as belonging to a "designated gang" (hereinafter: "gang") or is a "designated gang member" (hereinafter: "gang member"), as specified in the anti-gang law of March 1, 1992, or is identified as a gang affiliate, or the member of another antisocial group;

- ⑨ When the Guest seeking Accommodation is from a corporation or group operated by a gang or gang members;
- ⑩ When the Guest seeking Accommodation is from a corporation where the board member is affiliated with a gang;

(Right to Cancel Accommodation Contracts by the Guest)

- Article 6. 1 The Guest is entitled to cancel the Accommodation Contracts by notifying the Hotel.
- 2 In the case where 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 where 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 where the Hotel follows the special contract as stipulated in Paragraph 1 of Article 4, the obligation by the Guest of paying the cancellation charge at the time of his / her cancellation of the special contract becomes obligatory only when the Guest notified by the Hotel.
- 3 In the case where the Guest does not appear by 8p.m. on the accommodation date (2 hours after the expected time of arrival if the Hotel is notified of it) without an advance notice, the Hotel may regard the Accommodation Contract as being cancelled by the Guest.

(Right to Cancel Accommodation Contracts by the Hotel)

- Article 7. 1 The Hotel may cancel the Accommodation Contract under any of following cases
- ① When the Guest is deemed liable to conduct and / or has conducted himself / herself in a manner that will contravene the laws or against the public order and good morals in regard to his / her accommodation;
 - ② When a guest can be clearly detected as carrying an infectious disease;
 - ③ When the Guest commits an act or acts of violence, intimidation or blackmail against the accommodation facility or its staff (employees), makes unreasonable requests or tries to impose an unreasonably heavy burden, or when the Guest is deemed to have behaved in a similar manner in the past;
 - ④ When the Hotel is unable to provide accommodation due to natural calamities and / or other unavoidable causes.
 - ⑤ When the provisions of Article 4 of the Enforcement Ordinance for the Aichi Prefectural Hotel Business Law is applicable; or
 - ⑥ When the Guest does not observe the rules prohibiting certain actions specified under the House Regulations stipulated by the Hotel (restricted to prohibitions deemed necessary in order to prevent fires), such as smoking in bed, and mischief to the fire fighting facilities.
 - ⑦ When the Guest behaves in a manner that causes annoyance to other guests;
 - ⑧ When the Guest is a specified organized crime group or a member of such a group (hereinafter referred to as "an organized crime group" and "an organized crime group member," respectively) as prescribed by the Act on Prevention of Unjust Acts by Organized Crime Group Members (enacted on March 1, 1992), or is linked to such a group / member or other antisocial organization forces;
 - ⑨ When the Guest is a corporate body or other organization managed by an organized crime group or a member of such a group;
 - ⑩ When the Guest is a corporate body whose board includes an organized crime group member.
- 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 which he / she has not received.

(Registration)

- Article 8. 1 The Guest shall register the following particulars at the Reception of the Hotel on the day of accommodation.
- ① Name, age, sex, address and occupation of the Guest(s);
 - ② Except in the case of Japanese national, 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 Hotel
- 2 In the case where the Guest intends to pay his / her Accommodation Charges prescribed in Article 12 by any means other than cash in Japanese currency, such as traveler's cheques, coupons or credit cards, such means of payment shall be shown in advance at the time of the registration prescribed in the preceding Paragraph.

(Occupancy Hours of Guest Rooms)

- Article 9. 1 The Guest is entitled to occupy the contracted guest room of the Hotel from 14:00 on the day of registration until 12 noon of the following day. However, in the case where the Guest continues his / her staying, he / she may use the guest room all day long, excluding the date 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 occupation hours prescribed in the same Paragraph. In this case, extra charges shall be paid as follows;
- (1) Till 15:00 : ¥1550 per person
 - (2) After 15:00 : 100% of the room charge

(Observance of House Regulations)

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

(Business Hours)

Article 11, 1 The business hours of the main facilities, etc., of the Hotel are as follows, and those of other facilities, etc., shall be notified in detail in the brochures as provided in the Hotel, and service directories in guest room, etc.

① Service hours of Reception and Cashier,

- A, No Curfew
B, Front Service 24 hours
C, Exchange Service 24 hours

② Service hours (at facilities) for dining, drinking etc,

Table with 3 columns: Facility Name, Weekdays, Weekends. Rows include Cake Shop, Restaurant, Stand Kappou, Lounge, Sky room, Garden Side, West Side.

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

(Payment of Accommodation Charges)

Article 12, 1 The breakdown 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 at the Reception at the time of the Guest's departure or upon request by the Hotel in (Japanese) currency, other means as shall be acceptable to the Hotel such as traveler's cheques, coupons or credit cards. In addition, Accommodation charges shall be paid once even while staying in the case where the charges made to the Guest room exceed ¥50,000.

3 Accommodation Charges shall be paid even if the Guest voluntarily does not utilize the accommodation facilities once such facilities have been made available to him / her by the Hotel.

(Liabilities of the Hotel)

Article 13, 1 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 case where such damage has been caused due to reasons for which the Hotel is not liable.

(Handling when unable to provide Contracted Rooms)

Article 14, 1 The Hotel shall, when unable to provide contracted room(s), 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 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 reparation. However, when the Hotel cannot provide accommodations due to causes for which the Hotel is not liable, the Hotel will not pay the compensation fee to the Guest.

(Liability of Hotel for Possessions of Guests)

Article 15, 1 The Hotel shall be liable for the loss of or destruction of the goods, cash or valuables of guest only if such loss or destruction is beyond occurrence of any event of Force Majeure. However, the Hotel shall be liable for the loss or damage of cash or valuables of the Guest only when the Hotel requests the Guest to disclose the kind and the price of such possessions, but in the case of Nonconforming by the Guest, for an amount limited to ¥150,000

2 The Hotel shall be liable to the Guest for the loss of or damage of such possession as goods, cash or valuables that the Guest took on into the Hotel but did not check in at the Front Desk, only if such loss or destruction is the result of willful or gross negligence by the Hotel. However, in the case where the Guest did not disclose the kind and the price of his / her possession beforehand, the Hotel shall be liable for the loss or damage of such possession for an amount limited to ¥150,000, except in the case where the loss or damage is the result of willful or gross negligence by the Hotel.

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

Article 16, 1 When the baggage of the Guest is brought into the Hotel before his / her arrival, the Hotel shall be liable to keep and to hand it over to the Guest at the Reception at the time of his / her check-in only if the Hotel has agreed to do so in advance.

2 When the Guest checks out leaving belongings or bags behind, the Hotel will try to identify the ownership, and contact him / her to ask for instructions. If no instructions from the owner are received or if the ownership is not identifiable, the items will be kept for 7 days (including the day they were discovered), then turned over to the nearest police station.

3 As for Custody of Baggage and / or Belongings of the Guest as stipulated in Paragraph 2 of the preceding article, the Hotel shall be liable in accordance with the Paragraph 1 of the preceding article in the case of the preceding Paragraph 1, and with the Paragraph 2 of the same article in the case of the preceding Paragraph respectively.

(Liability in regard to Parking)

Article 17, 1 When the Guest uses the parking lot, the Hotel is lending the space but not taking care of the vehicle. However, if the vehicle is intentionally or unintentionally damaged as a result of the Hotel's management of the parking lot, the Hotel will accept liability.

(Liability of the Guest)

Article 18, 1 The Guest shall compensate the Hotel for any damage caused intentionally or through negligence on the part of the Guest.

Table No.1 Break down of Accommodation Charges, etc. (Ref. Paragraph 2 of Article 2, Paragraph 2 of Article 2 and Paragraph 1 of Article 12)

Table with 2 columns: Category, Amount. Rows include Total Amount to be paid by the Guest, Accommodation Charge (1), ①Basic accommodation charge (Room Charge), ②Other Expenses, ③Consumption Tax, Accommodation Charge (2), ④Meals and Drink, ⑤Consumption Tax.

Table No.2 Cancellations Charges (Ref. Paragraph 2 of Article 6)

Table with 4 columns: Date when Cancellation of Contract is Notified, Contracted Number of Guests, 1 to 9, 10 to 30, 31 and more. Rows include No Show, Accommodation Day, 1 Day Prior to Accommodation Day, 3 Days Prior to Accommodation Day, 10 Days Prior to Accommodation Day, 20 Days Prior to Accommodation Day.

Remarks 1 The percentages signify the rate of cancellation charge to the Basic Accommodation Charges. 2 This shall not apply in the case where the special contract is concluded in advance.

(Right to Refuse Use of Restaurant and Banquet room facilities, and Cancellation of Contracts by the Hotel)

Article 19, The Hotel shall reserve the right to refuse use of the facilities (inclusive of contracts to use the restaurant and the banquet room facilities) under any of the circumstances apply, even after concluding contracts, the Hotel reserves the right to cancel said contracts.

- ① If, among the Guests there is a person or an organization belonging to one of the following categories. A. A syndicate organization, a member of a syndicate organization, a corporation or group associated with a syndicate organization, or a person who is involved in a syndicate organization or any other antisocial group. B. A corporation or any other organization where operations are controlled by a syndicate organization or a member of a syndicate organization. C. A corporation in which an executive director is a member of a syndicate organization. ② If a Guest's behavior is in a manner that causes significant trouble or discomfort to other Guests. ③ If a Guest makes any coercive and / or unreasonable demands such as threats of violence, blackmail, etc., or demands exceed the scope of what is considered to be reasonable services of the Restaurant and the Banquet room facilities and / or its employees, or it is confirmed that the Guest has engaged in any similar activity in the past.