



## **Terms & Conditions for Contract of Stay**

### **Article 1 .(Scope of Application)**

1. Contracts for Accommodation of Stay 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 cases when the Hotel has entered into a special contract with the Guest insofar as the 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.

### **Article 2. (Application for Contract of Stay)**

1. A guest intending to apply for a Contract of Stay at this Hotel shall provide the Hotel with the following information:
  - (1) Name of the persons staying at the accommodation.
  - (2) Date of stay and estimated time of arrival.
  - (3) Accommodation charges. (as a rule, in accordance with the basic accommodation charges in Table 1)
  - (4) Other particulars deemed necessary by this Hotel.
2. If, during the stay, the Guest requests a continuation of the stay beyond the date of stay referred to in item 2 of the preceding Paragraph, the Hotel shall treat it as if a new application for a Contract of Stay had been made at the time such an offer was made.

### **Article 3. (Acceptance of Contracts of Stay, etc.)**

1. The Contract of Stay shall be accepted when the Hotel has agreed to the application as stipulated in the preceding Article. However, this shall not apply if the Hotel has proven that it did not consent.
2. When a Contract of Stay has been entered into as per the preceding Paragraph, the Guest is requested to pay an accommodation deposit determined by the Hotel, up to the basic accommodation charge for the Guest's entire period of stay (three days when the period of stay exceeds three days), by the date specified by the Hotel.
3. The deposit shall first be used for the Total Accommodation Charges to be paid by the Guest, secondly for any cancellation charges under Article 6, and thirdly for the reparations under Article 18 as applicable. The remainder, if any, shall be refunded at the time of payment of the Accommodation Charges as stated in Article 12.
4. If the Guest fails to pay the deposit by the date, as stipulated in Paragraph 2, the Hotel shall treat the Accommodation Contract as invalid. However, this shall only apply if the Hotel has notified the Guest to that effect when specifying the date for payment of the deposit.

5. In case the Hotel mistakenly indicates an incorrect accommodation rate on an online reservation service site, etc., or quotes an incorrect accommodation rate over the phone, and the Hotel confirms the Guest's application for an Accommodation Contract reservation based on the said incorrect accommodation rate, if the said rate is significantly lower, namely an amount equal to or less than 30% of the Hotel's rack rate, and unless the rate is indicated or quoted as a "seasonal special rate" or "limited discount rate", we may notify the Guest to the effect that the confirmed reservation based on the said rate and the Accommodation Contract based thereon, shall be canceled for constituting a "juristic act based on a mistake" as set forth under Article 95 of the Civil Code. In such case, the said Accommodation Contract and reservation shall be canceled when the Guest who applied for the Accommodation Contract reservation receives the said notice.

#### **Article 4. (Special Contracts Requiring No Accommodation Deposit)**

1. Regardless of the stipulations in Paragraph 2 of the preceding Article, the Hotel may accept a special agreement that does not require the payment of an accommodation deposit referred to in the same Paragraph after entering into the contract.
2. If in accepting the application for an Accommodation Contract, the Hotel does not request the payment of the deposit referred to in paragraph 2 of the preceding Article or does not specify the date by which the deposit is to be paid, the Hotel will treat the application as having complied with the special agreement referred to in the preceding Paragraph.

#### **Article 5. (Refusal to Accept Accommodation Contracts)**

1. The Hotel may refuse to enter into an Accommodation Contract in the following cases.
  - (1) When the application for accommodation is not in accordance with these General Terms and Conditions.
  - (2) When there are no rooms available due to full occupancy.
  - (3) When it is deemed that the person seeking accommodation is likely to act contrary to the Law, public order, or good morals.
  - (4) When it is evident that the person seeking accommodation has an infectious disease.
  - (5) When the person seeking accommodation behaves in any way which may cause significant distress to other guests.
  - (6) When the person seeking accommodation cannot pay the bill.
  - (7) When it is deemed that the person seeking accommodation has lodged a complaint or demand without reasonable cause in the Hotel, or is otherwise suspected of disturbing the order of the Hotel.
  - (8) When the Guest acts in a violent or threatening way or makes unreasonable demands.
  - (9) When the Hotel is unable to accommodate the Guest due to natural disasters, breakdown of facilities, or other unavoidable reasons.
  - (10) When the person seeking accommodation is found to fall under (1) to (3) below.
    - (1) Organized Crime Groups as defined in Article 2, item 2 of the Act on Prevention of Unjust Acts by Organized Crime Group Members (Law No. 77 of 1991) ; Criminal gang members, gangsters, quasi-gangsters, or persons related to criminal gangs or other anti-social forces.
    - (2) When the organization is a legal entity or other body whose business activities are controlled by an Organized Crime Group.
    - (3) A corporation with an organized crime group member among its management or executive members.

## **Article 6. (Right to Cancel Accommodation Contracts by the Guest)**

1. The Guest can cancel the Accommodation Contract by notifying the Hotel.
2. In the event that the Accommodation Contract is cancelled in whole or in part for reasons attributable to the Guest (except in the event that the Hotel has specified a date for payment of the deposit and requested payment thereof in accordance with Article 3, paragraph 2, and the Guest has cancelled the accommodation contract before payment), the Hotel shall charge the Guest a Cancellation Fee in accordance with Table 2. However, in the event that the Hotel has accepted a special contract stipulated in Article 4, Paragraph 1, the same shall apply only if the Guest has been informed of the obligation of payment of Cancellation Fees in case of cancellation by the Guest.
3. If the guest does not arrive at 8pm on the day of the stay (or 2 hours after the estimated time of arrival, if the hotel has been notified), the hotel may regard the contract as having been cancelled by the Guest.

## **Article 7. (Right to Cancel Accommodation Contract by the Hotel)**

1. The Hotel may cancel the Accommodation Contract under the following circumstances:
  - (1) When the Guest has conducted themselves in a manner that violates Laws, public order, or good morals.
  - (2) When it is evident that the Guest has an infectious disease.
  - (3) When the Guest has said or done something that causes significant distress to other guests.
  - (4) When the Guest is unable to pay.
  - (5) The Guest puts forward unreasonable complaints or demands or is otherwise suspected of disturbing the order of the Hotel.
  - (6) When the Guest acts in a violent or threatening way or makes unreasonable demands.
  - (7) When the Hotel is unable to accommodate guests due to natural disasters, breakdown of facilities, or other unavoidable reasons.
  - (8) When the Guest is found to fall under (1) to (3) below.
    - (1) Organized Crime Groups as defined in Article 2, item 2 of the Act on Prevention of Unjust Acts by Organized Crime Group Members (Law No. 77 of 1991) ; Criminal gang members, gangsters, quasi-gangsters, or persons related to criminal gangs or other anti-social forces.
    - (2) When the organization is a legal entity or other body whose business activities are controlled by an Organized Crime Group.
    - (3) A corporation with an organized crime group member among its management or executive members.
  - (9) When the case falls under the following conditions stipulated in Article 4 of the Kanagawa Prefecture Hotel Business Act.
    - (1) When it is deemed that the guest is intoxicated, or has highly abnormal speech or behavior and causes or is likely to cause disturbance to other guests.
    - (2) When the Guest is extremely unclean in body or dress and causes or is likely to cause a nuisance to other guests.
  - (10) When the Guest fails to comply with the Hotel's fire prevention rules, by taking actions such as smoking outside of designated smoking areas or tampering with fire fighting equipment, etc.
2. If the Hotel cancels the Accommodation Contract in accordance with the provisions of the preceding Paragraph, the Hotel will not charge the Guest for services that have not yet been provided.

## **Article 8. (Guest Registration)**

1. The Guest is required to register the following information at the Front Desk of the Hotel on the day of his/her stay:
  - (1) Name, age, sex, address and occupation of the Guests.
  - (2) Nationality, passport number, port and date of entry in Japan. (if the Guest is a foreign traveler) / Residence card (if the Guest is a foreign resident)
  - (3) Date and estimated time of departure
  - (4) Other particulars deemed necessary by the Hotel
2. If the Guest intends to pay the charges in accordance with Article 12 by credit card or other means that can be substituted for currency, he or she must present them in advance at the time of registration in accordance with the preceding Paragraph.

## **Article 9. (Occupancy Hours of Guest Rooms)**

1. Guests may use their contracted guestrooms from 3.00 pm to 11.00 am the following morning. However, in the case of consecutive night stays, the guest may use the room for the whole day, except on the day of arrival and the day of departure.
2. Notwithstanding the stipulations of the preceding Paragraph, the Hotel may permit the use of a room outside the hours specified in the same Paragraph. In this case, the following additional charges shall apply:
  - (1) Until 1pm, 7,700yen per hour. (including tax and service charge)
  - (2) 1pm ~ 5pm, one half of the room charge on that day.
  - (3) After 5pm, the full room charge.

## **Article 10. (Compliance with Hotel Rules and Regulations)**

1. Guests are required to follow the Rules and Regulations established by the Hotel. Hotel Rules and Regulations are posted within the Hotel premises.

## **Article 11. (Business Hours)**

1. The opening hours of the Hotel's main facilities are indicated in the brochures provided in various locations round the hotel, and can be found in the in-room service directory. Notices are also displayed in various locations.
2. The opening hours mentioned in the preceding Paragraph are subject to temporary changes due to unavoidable circumstances. In such cases, the Guest will be informed by appropriate means.

## **Article 12. (Payment)**

1. The breakdown of the accommodation charges, etc. payable by the Guest is as set out in Table 1.
2. Payment of the accommodation and service charges, etc., as mentioned in the preceding Paragraph must be made at the Front Desk at the time of the Guest's departure or when requested by the Hotel, in Japanese currency or by a credit card or other payment method accepted by the Hotel.

3. Accommodation charges shall be paid even if the Guest chooses not to utilize the accommodation facilities provided for him/her by the Hotel.

### **Article 13. (Hotel Responsibilities)**

1. The Hotel shall compensate the Guest for 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 where such damage was not caused by reasons attributable to the hotel.
2. The Hotel is covered by Hotel Liability Insurance to deal with damage caused by unexpected fire and/or other disasters.

### **Article 14. ( Measures to be taken when the contracted room cannot be provided)**

1. If the Hotel is unable to provide the Guest with the contracted room, the Hotel will, with the consent of the Guest, arrange other accommodation under the same conditions as far as possible.
2. If, notwithstanding the provisions of the preceding Paragraph, the Hotel is unable to find other accommodation, it will pay compensation to the guest in an amount equivalent to the cancellation fees, which will be used as compensation for damages. However, when the Hotel cannot provide accommodation due to causes for which the Hotel is not liable, the Hotel will not compensate the Guest.

### **Article 15.(Handling of Deposited Articles)**

1. In the event of loss, damage to articles left at the Front Desk by a Guest, the Hotel will compensate the Guest for the damage, except in cases where the damage or loss is caused by a force majeure or act of God. However, if the articles deposited are cash or valuables and the guest fails to disclose the nature and value of the articles, the hotel will not compensate for any damage.
2. The hotel will not compensate for items brought into the Hotel by the Guest and not left at the Front Desk, unless the loss, damage is caused by the intentional or negligent fault of the hotel. In the event of compensation, the hotel will compensate up to ¥150,000 for damage to items for which the nature and value have not been stated by the guest in advance. The hotel will not compensate for any cash or valuables not left at the Front Desk.

### **Article 16 .(Safekeeping of Guests' baggage or personal effects)**

1. If the Guest's baggage arrives at the hotel prior to their stay, the hotel will only take responsibility for it if it has been approved by the hotel prior to their arrival and will hand it over to the guest when they check in at the reception desk.
2. If, after the guest has checked out, his/her baggage or personal belongings are left at the hotel, the hotel shall take such measures as it considers appropriate in accordance with the law. If the owner of the luggage or personal belongings is clearly identified, the hotel may (but is not obliged to), at its discretion, contact the owner and ask for their instructions.
3. The Hotel's liability in regards to the safekeeping of the Guest's baggage and belongings in the case of the preceding two paragraphs shall be in accordance with the provisions of Paragraph 1 of the Preceding Article in the case of Paragraph 1, and with the provisions of Paragraph 2 of the same Article in the case of Paragraph 2.

## Article 17 .(Liability in Regard to Parking)

1. When a guest uses the hotel's parking lot, regardless of whether or not they have deposited their car key, the hotel rents them a space and is not responsible for the management of the vehicle. However, the hotel will be liable for compensation in the event of intentional or negligent damage caused by the hotel in the management of the parking lot.

## Article 18. (Guest Liability)

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

《Table 1》 Description of Accommodation Charges

(With reference to Article 2.1 and Article 12.1)

		Itemization / Breakdown
Total amount payable by the Guest	Accommodation charges	① Basic Accommodation Charge (room rate or extension charge) ② Service charge (①x 10%)
	Additional charges	③ Additional food and beverages ④ Service charge (③ x 10%, not applicable in some cases)
	Taxes	⑤ VAT

《Table 2》 Cancellation Fees

(With reference to Article 6.2)

		Date of receipt of notice of Contract Cancellation.						
		No Show	Day of expected arrival	Day before expected arrival	2days prior to expected arrival	3days prior to expected arrival	7days prior to expected arrival	21days prior to expected arrival
Number of contract applicants	Individual (1 to 9)	100%	100%	100%	50%	30%	0%	0%
	Group (10 or more)	100%	100%	100%	100%	100%	50%	20%

(N.B)

1. The percentage (%) is the ratio of the Cancellation Fee to the Basic Accommodation Charge.
2. If the contracted number of days is shortened, a Cancellation Fee of one day (the first day) will be collected, irrespective of the number of days shortened.
3. In the event of cancellation of a Contract of Stay for a part of a group of guests, if the number of guests cancelling is less than 10% of the total number of guests in the group at the time of booking (21 days before the stay or on the date of acceptance if the application is accepted after that date), then no cancellation fees will be applied. When calculating the percentage, any fractional number will be rounded up.