

HOTEL THREE ACCOMMODATION CLAUSE

accommodation clause

Article 1 (Coverage)

1. The accommodation contract and related agreements entered into by the hotel with the guest shall be governed by these general terms and conditions, and any matters not provided for in these general terms and conditions shall be governed by laws and regulations or generally established customs.
2. If the hotel agrees to a special agreement to the extent that it does not contravene laws, regulations and customs, such special agreement shall prevail notwithstanding the provisions of the preceding paragraph.

Article 2 (Application for a contract)

1. A person who wishes to apply for an accommodation contract with this hotel is requested to provide the following information to this hotel.
 - (1) Name of the Guests
 - (2) Date of stay and estimated time of arrival
 - (3) Other matters deemed necessary by the hotel.
2. If, during the stay, the guest requests to continue the stay beyond the date of stay mentioned in (2) of the preceding paragraph, the hotel shall treat such request as a new application for a contract of stay at the time such request is made.

Article 3 (Formation of contract, etc.)

1. The accommodation contract shall be concluded when the hotel accepts the application as stipulated in the preceding article. However, this shall not apply when the hotel proves that it did not accept the application.
2. When an accommodation contract has been concluded pursuant to the preceding paragraph, an application fee determined by this hotel must be paid by the date designated by this hotel.
3. The application fee due to a special agreement shall first be allocated to the accommodation charge ultimately payable by the guest, and if a situation arises in which the provisions of Articles 6 and 15 apply, it shall be allocated in the order of penalty followed by compensation, and any remaining amount, if any, shall be refunded.
4. In the event that the application fee stipulated in paragraph 2 is not paid by the date designated by the hotel in accordance with the provisions of the same paragraph, the accommodation contract shall lose its validity. However, this shall apply only in the event that the hotel has notified the guest when designating the date for payment of the application fee.

Article 4 (Special clause that does not require the payment of an application fee)

1. Notwithstanding the provisions of Paragraph 2 of the preceding article, the hotel may accept a special agreement not to require payment of the application fee as specified in Paragraph 2 of the preceding article after the conclusion of the contract.
2. In the event that the hotel does not specify the date of payment as stipulated in Paragraph 2 of the preceding article when accepting an application for an accommodation contract, the hotel shall be deemed to have accepted the special agreement stipulated in the preceding paragraph.

Article 5 (Refusal to conclude an accommodation contract)

1. The hotel may refuse to conclude an accommodation contract in the following cases
 - (1) When an application for accommodation is not in accordance with these clauses.
 - (2) When there is no room available due to full occupancy.
 - (3) When the person who intends to stay at the hotel has made a false statement or used another name for the information required in accordance with Article 6 of the Ryokan Business Law.
 - (4) When it is recognized that the person who intends to stay is likely to commit an act contrary to the provisions of the law, public order, or good morals in connection with the stay.
 - (5) When it is recognized that the person who intends to stay falls under any of the following items (a) through (c).
 - (a) Boryokudan (organized crime groups) as defined in Article 2, Item 2 of the Law Concerning Prevention of Unjust Acts by Organized Crime Groups (Law No. 77, 1991) (hereinafter referred to as "Boryokudan"), Boryokudan members, quasi-organized crime groups, or persons related to Boryokudan, or other anti-social forces
 - (b) Boryokudan or a juridical person or other organization whose business activities are controlled by Boryokudan or Boryokudan-members
 - (c) A juridical person, any of whose officers falls under the category of Boryokudan-in (organized crime group) member.
 - (6) When a person who intends to stay at the hotel has said or done something that causes significant inconvenience to other guests.
 - (7) When it is clearly recognized that the person who intends to stay is suffering from a contagious disease.
 - (8) When a violent act of demand is committed or a burden exceeding a reasonable range is demanded in connection with accommodation.
 - (9) When it is impossible to accommodate guests due to natural disasters, breakdown of facilities, or other unavoidable reasons.

- (10) When a person who intends to stay at the hotel is a drunken person, etc., and is likely to cause serious inconvenience to other guests, or when he/she says or does something that causes serious inconvenience to other guests. (In accordance with the provisions of the metropolitan ordinances)

Article 6 (Right of the guest to cancel the contract)

1. The guest may cancel the accommodation contract by making an offer to 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 designated a due date for payment of the application fee and requested payment thereof pursuant to Article 3, paragraph 2, and the guest has cancelled the accommodation contract prior to such payment), the hotel shall charge the guest a penalty fee in accordance with the provisions listed in Appendix 1. (except in the event that the hotel specifies the date for payment of the deposit and demands payment thereof in accordance with Article 3, paragraph 2, but the guest cancels the accommodation contract prior to such payment), the hotel shall charge a penalty fee in accordance with Appendix 1.
3. In the event that the guest does not arrive at 22:00 on the day of the stay without prior notice, the hotel may deem that the accommodation contract has been cancelled by the guest and treat the situation as such.

Article 7 (Right of the hotel to cancel the contract)

1. The hotel may cancel the accommodation contract in the following cases
 - (1) When it is recognized that the guest is likely to commit an act contrary to the provisions of law, public order, or good morals in connection with the accommodation, or when it is recognized that the guest has committed such an act.
 - (2) When a guest is recognized as falling under any of the following (a) through (c).
 - (a) Boryokudan (organized crime groups), Boryokudan members, quasi-organized crime groups, or persons related to Boryokudan, or other anti-social forces
 - (b) Boryokudan or a juridical person or other organization whose business activities are controlled by Boryokudan or Boryokudan-members
 - (c) A juridical person, any of whose officers falls under the category of Boryokudan-in (organized crime group) member.
 - (3) When a guest uses language or conduct that causes significant inconvenience to other guests
 - (4) When a guest is clearly recognized as a person with a contagious disease
 - (5) When a violent act of demand is committed in connection with the accommodation, or when a burden exceeding a reasonable range is demanded of the guest.
 - (6) When the hotel is unable to accommodate the guest due to a force majeure such as a

natural disaster.

- (7) When the guest is a drunken person, etc., who is likely to cause serious inconvenience to other guests, or when the guest has said or done something that causes serious inconvenience to other guests. (In accordance with the provisions of the metropolitan ordinances)
 - (8) When a guest uses fire, tampers with fire-fighting equipment, or otherwise fails to comply with the rules of use established by the hotel.
2. When the hotel cancels the accommodation contract pursuant to the provisions of the preceding paragraph, the hotel will not charge the guest for accommodation services, etc. that have not yet been provided.

Article 8 (Registration for lodging)

Guests are required to register the following items at the entrance of the hotel on the day of their stay.

- (1) Name, age, gender, address and occupation of the guest
- (2) In the case of a foreigner, nationality, passport number, place of entry and date of entry
- (3) Other matters deemed necessary by the hotel

Article 9 (Room occupancy hours)

Guests may use their rooms from 4:00 p.m. to 10:00 p.m. the following day. However, in the case of a consecutive stay, a guest may use the room for the entire day, except for the day of arrival and the day of departure.

Article 10 (Strict adherence to rules of use)

Guests are required to follow the rules of use in the hotel.

Article 11 (Payment of fees)

1. Payment of room charges, etc., to be paid by the guest shall be made by credit card or by a method acceptable to the hotel, such as a credit card payment system.
2. The room charge shall be paid even if the guest voluntarily does not stay in the room after the hotel has provided the room to the guest and made it available for use.

Article 12 (Responsibility of the hotel)

In the event that the hotel causes damage to a guest due to the performance or non-performance of the accommodation contract and related agreements, the hotel shall compensate for such damage. However, this shall not apply when the damage is not caused by reasons attributable to the hotel.

Article 13 (Treatment in the event that the contracted guest room cannot be provided)

1. In the event that the hotel is unable to provide the contracted guest room, the hotel shall, with the approval of the guest, mediate other accommodation under the same conditions as far as possible.
2. Notwithstanding the provisions of the preceding paragraph, if the hotel is unable to arrange other accommodation, the hotel shall pay the guest a compensation fee equivalent to the amount of the penalty, and shall apply such compensation fee to the amount of compensation for damages. However, if there is no reason attributable to the hotel for not being able to provide a guest room, no compensation shall be paid.

Article 14 (Storage of baggage or personal belongings of the guests)

In the event that a guest's baggage or personal belongings are left at the hotel after the guest has checked out, the hotel may, if the owner of the baggage or personal belongings is identified, contact the owner and request instructions from him or her. However, if the owner's instructions are not given, or if the owner is not known, the hotel will keep the property for 7 days, including the day of discovery, and then report the matter to the nearest police station.

Article 15 (Responsibility of the guest)

In the event that the hotel suffers damages due to the intentional or negligent act of a guest, the guest shall compensate the hotel for such damages.

Incidental matters

Article 6 (Guest's right of cancellation)

No-show, 100% of the day of stay

1. % is the ratio of the penalty charge to the basic room charge.
2. In the event that the contracted number of days is shortened, a penalty fee of one day (the first day) shall be collected regardless of the number of days shortened.