

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

### **Article 1: Scope of Application**

1. Contracts for Accommodation and related agreements to be entered into between this Hotel and the Guest seeking accommodation shall be subject to these Terms and Conditions. Any particulars not provided herein shall be governed by laws and regulations 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, 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 Accommodation Contracts**

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 Charge (based, in principle, on the Basic Accommodation Charges listed in the Attached Table No.1);
  - (4) Other particulars deemed necessary by the Hotel.
2. Should the Guest request during his/her stay, an extension of the accommodation 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.

### **Article 3: Conclusion of Accommodation Contract, etc.**

1. The Accommodation Contract shall be deemed concluded when the Hotel has duly accepted the application as stipulated in the preceding Article. However, the same shall not apply where it has been proved that the Hotel has not accepted the application.
2. When the Accommodation Contract has been concluded in accordance with the provisions of the preceding Paragraph, the Guest is requested to pay an accommodation deposit specified by the Hotel within the limits of the Basic Accommodation Charges for 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, then secondly for the cancellation charge under Article 6, thirdly for reparation under Article 18 as applicable, and the remainder, if any, shall be refunded at the time of the payment of the Accommodation Charge 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 only in the case where the Guest is thus informed by the Hotel when the period of payment of the deposit is

specified.

#### **Article 4: Special Contracts Requiring No Accommodation Deposit**

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 payment of the deposit as stipulated in Paragraph 2 of the preceding Article and/or has not specified the due date for payment of the deposit at the time the application for an Accommodation Contract has been accepted, it shall be deemed that the Hotel has accepted a special contract prescribed in the preceding Paragraph.

#### **Article 5: Refusal of Accommodation Contracts**

1. The Hotel may not accept the conclusion of an Accommodation Contract under any of the following cases:
  - (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 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 the public order or good morals in regard to his/her accommodation
  - (4) When the Guest seeking accommodation is considered to apply to any of the following cases:
    - i) Is an organized crime group as stipulated in Article 2 item 2, of the Act on Prevention of Unjust Acts by Organized Crime Group Members (1991 Law item 77); is a member, quasi-member, or related person of an organized crime group as stipulated in Article 2 item 6 of the same Act; or is an antisocial force as stipulated by New Otani Co., Ltd. or any of the New Otani Group's business institutions (hereinafter collectively referred to as "Antisocial Forces")
    - ii) Is a corporate body or other organization of which its activities are controlled by members or related persons of an Antisocial Force
    - iii) Is a corporate body that has a member or related person of an Antisocial Force as its executive
  - (5) When the Guest seeking accommodation behaves extremely in a mischievous way against other hotel guests
  - (6) When the Guest seeking accommodation can be clearly detected as carrying an infectious disease
  - (7) When the guest seeking accommodation engages in any of the following acts:
    - i) Uses violence as a means of extortion
    - ii) Prevents the Hotel from exercising its rights or coerces the Hotel to do something it is not

- obliged to
- iii) Demands the Hotel to assume an unreasonable burden
  - iv) Obstructs the business of the Hotel by fraudulence (including spreading false information or deception and enticement) or force (including verbal abuse or violent acts)
- (8) When the Hotel is unable to provide accommodation due to natural calamities, massive infrastructure failures, spread of infections, dysfunction of its facilities, and/or other unavoidable causes
- (9) When any laws or regulations of the Tokyo Metropolitan Government are applicable

#### **Article 6: Right to Cancel Accommodation Contracts by the Guest**

1. The Guest is entitled to cancel the Accommodation Contract by so notifying the Hotel.
2. When the Guest cancels 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 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. If any other cancellation charges are provided in any individual contract or special contract, the Guest shall pay the cancellation charges according to such individual contract or special contract. However, when a special contract as prescribed in Paragraph 1 of Article 4 has been concluded, the same shall apply only when the Guest is informed of the obligation of the payment of the cancellation charge in case of cancellation by the Guest.
3. When the Guest does not arrive by 8:00 p.m. on the accommodation date (2 hours after the expected time of arrival if the Hotel is notified of it) without advance notice, the Hotel may regard the Accommodation Contract as being cancelled by the Guest.

#### **Article 7: Right to Cancel Accommodation Contracts by the Hotel**

1. The Hotel may cancel the Accommodation Contract under any of the following cases:
  - (1) When the Guest is deemed liable to conduct and/or has conducted himself/herself in a manner that contravenes the laws or acts against the public order and good morals in regard to his/her accommodation
  - (2) When the Guest is considered to apply to any of the following cases:
    - i) Is a member or related person of an Antisocial Force
    - ii) Is a corporate body or other organization of which its activities are controlled by an Antisocial Force
    - iii) Is a corporate body that has a member or related person of an Antisocial Force as its executive
  - (3) When the Guest in accommodation behaves extremely in a mischievous way against other hotel guests
  - (4) When the Guest can be clearly detected as carrying an infectious disease

- (5) When any of the following events occur in relation to the accommodation:
- i) Violence is used as a means of extortion
  - ii) The Hotel is prevented from exercising its rights or is coerced to do something it is not obliged to
  - iii) The Hotel is requested to assume an unreasonable burden
  - iv) Business of the Hotel is obstructed by fraudulence (including spreading of false information or deception and enticement) or force (including verbal abuse or violent acts)
- (6) When the Hotel is unable to provide accommodation due to natural calamities, massive infrastructure failures, spread of infections, and/or other unavoidable causes
- (7) When any laws or regulations of the Osaka prefecture are applicable
- (8) When the Guest does not observe prohibited acts such as smoking in bed, mischief to firefighting facilities and other prohibitions of the Rules of Conduct and/or other rules or regulations stipulated by the Hotel
2. When the Hotel cancels the Accommodation Contract in accordance with the preceding Paragraph, the Hotel shall not be entitled to charge the Guest for any services he/she has not received.

### **Article 8: Registration**

1. The Guest shall register the following particulars at the front desk of the Hotel on the day of accommodation:
- (1) Name, age, gender, address, phone number and occupation of the Guest(s);
  - (2) For those except for Japanese nationality: nationality, passport number, previous stop, next destination, and photocopy of passport;
  - (3) Date and estimated time of departure;
  - (4) Other particulars deemed necessary by the Hotel.
2. When the Guest intends to pay his/her Accommodation Charge prescribed in Article 12 by any means other than Japanese currency, such as coupons or credit cards, these items shall be shown in advance at the time of the registration prescribed in the preceding Paragraph.

### **Article 9: Occupancy Hours of Guest Rooms**

1. The Guest is entitled to occupy the contracted guest room of the Hotel from 2:00 p.m. to 12:00 noon the next day, except when the Guest is staying under a package plan which specifies otherwise. However, in the case where the Guest is accommodated continuously, the Guest may occupy it all day long, except for the days 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 time prescribed in the same Paragraph. In this case, extra charges shall be paid as follows:

- (1) Up to 3 hours, 30% of the room charge;
- (2) Up to 6 hours, 50% of the room charge;
- (3) Up to 3 hours, 30% of the room charge;
- (4) Up to 6 hours, 50% of the room charge;
- (5) For 6 hours or more, 100% of the room charge.

#### **Article 10: Observance of Rules of Conduct**

The Guest shall observe the Rules of Conduct established by the Hotel, which are posted within the premises of the Hotel.

#### **Article 11: Business Hours**

1. The business hours of the main facilities shall be made known in detail by brochures, notices, hotel directories in guest rooms and so on.

(1) Service hours of Front Desk, Exchange Service, etc.

A. Lobby entrance open 24 hours, etc.

B. Front desk : open 24 hours, etc.

C. Exchange Service: open 24 hours

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

A. Breakfast: 7:00 - 11:00, etc.

B. Lunch: 11: 30 - 14:30, etc.

C. Dinner: 17:00 - 21:00, etc.

(3) Service hours of auxiliary facilities

A. Banquet reservations: 11:00 - 19:00

B. ATM: 8:00 - 19:00

C. Hotel Shop: 10:00 - 19:00

2. The facilities and business hours specified in the preceding paragraph are subject to change. In such cases, the Guest shall be informed by the Front Desk or notices placed in the guest rooms.

#### **Article 12: Payment of Accommodation Charges**

1. The breakdown and method of calculation 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 with Japanese currency or by any means other than Japanese currency such as coupons or credit cards accepted by the Hotel at the Front Desk at the time of the departure of the Guest or upon request by the Hotel.

3. Accommodation Charges shall be paid even if the Guest voluntarily does not utilize the accommodation facilities provided for him/her by the Hotel and that are at his/her disposal.

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

1. The Hotel shall compensate the Guest for damages 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 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 disasters.

### **Article 14: When Unable to Provide Contracted Rooms**

1. 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 cannot be made notwithstanding the provisions of the 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 reparations. However, when the Hotel cannot provide accommodation due to causes for which the Hotel is not liable, the Hotel shall not compensate the Guest.

### **Article 15: Handling of Deposited Articles**

1. The Hotel shall compensate the Guest for damages when loss, breakage or other damage is caused to goods, cash or valuables deposited at the front desk by the Guest, except in the cases when this has occurred due to causes of force majeure. For articles of which the kind and value has not been reported in advance by the Guest, the Hotel shall compensate the Guest within the limits of 300,000 yen.
2. The Hotel shall compensate the Guest for damages when loss, breakage or other damage is caused, through intention or negligence on the part of the Hotel, to goods, cash or valuables which are brought into the premises of the Hotel by the Guest but are not deposited at the front desk. However, for articles of which the kind and value has not been reported in advance by the Guest, the Hotel shall compensate the Guest within the limits of 300,000 yen unless the loss or damage was caused intentionally or by gross negligence on the part of the Hotel.

### **Article 16: Custody of Baggage and/or Belongings of the Guest**

1. 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 where such a request has been accepted by the Hotel. The baggage shall be handed over to the Guest at the front desk at the time of his/her check-in.
2. When the baggage or belongings of the Guest are found left behind after his/her check-out, the article shall be handled according to the law.
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 shall be assumed in accordance with the provisions of paragraph 1 of article 16 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 Regards to Parking**

The Hotel shall not be liable for the custody of the vehicle of the Guest when the Guest uses the parking lot within the premises of the Hotel, as it shall be regarded that the Hotel simply offers the space for parking, whether the key of the vehicle has been deposited with the Hotel or not. However, the Hotel shall compensate the Guest for damages caused through intention or negligence on the part of the Hotel in regard to the management of the parking lot.

**Article 18: Liability of the Guest**

The Guest shall compensate the Hotel for damages caused through intention or negligence on the part of the Guest.

April 1<sup>st</sup>2018

**Attached Table No. 1**

Calculation method and breakdown for Accommodation charges, etc.

(Ref. Paragraph 1 of Article 2 and Paragraph 1 of Article 12)

		contents	Tax Calculation
Total Amount to be paid by the Guest	Accommodation Charges	(1) Basic Accommodation Charge or Room Charge (2) Service Charge [(1) × 10%] (3) Consumption Tax (4) Accommodation Tax	Consumption Tax: [(1) + (2)] × 8% Accommodation Tax: When (1)+(2) (per person per night) is less than ¥10,000 = tax free When (1)+(2) (per person per night) is ¥10,000 or more and less than ¥15,000 = ¥100 When (1)+(2) (per person per night) is ¥15,000 or more and less than ¥20,000 = ¥200 When (1)+(2) (per person per night) is ¥20,000 or more = ¥300
	Additional Charges	(5) Meals, Drinks and Other Charges (6) Service Charge [(5) × 10%] (7) Consumption Tax	Consumption Tax: [(5) + (6)] × 8%

**Remarks:**

1. The basic Accommodation Charge is based on the table of charges posted at the front desk.
2. The Accommodation Tax does not apply to hotel room charges less than ¥10,000 per person, per night.
3. A fee of ¥4,000 will be charged for the use of a sofa bed as a bed or an extra bed.
4. All room rates are exclusive of taxes. Taxes are subject to change according to changes in tax law.



**Attached Table No. 2**

**Cancellation Charges (Ref. Paragraph 2 of Article 6)**

Date When Cancellation of Contract is Made  Contracted Number of Rooms	No Show	Accommodation Day	1 Day Prior to Accommodation Day	2 Days Prior to Accommodation Day	3 to 9 Days Prior to Accommodation Day	10 to 20 Days Prior to Accommodation Day	21 to 30 Days Prior to Accommodation Day
1 to 10	100%	80%	20%	10%	—	—	—
11 to 50	100%	80%	50%	30%	20%	10%	—
51 to 100	100%	100%	80%	50%	30%	20%	10%
101 or more	100%	100%	100%	80%	50%	30%	20%

**Remarks:**

1. The percentages signify the rate of cancellation charges as against the Basic Accommodation Charges or total amount of the estimate.
2. When the number of days contracted is shortened or number of rooms is reduced, the cancellation charge defined in the relevant individual contract or special contract shall be paid by the Guest.