

Terms and Conditions of Accommodation

Article 1. Scope

1. The Accommodation Contract and related agreements entered into between the Hotel and the Guest shall be subject to these Terms and Conditions. Any particulars not provided for herein shall be governed by laws and regulations and generally accepted practices.
2. In a case in which the Hotel has entered into a special contract to an extent that does not violate laws and regulations and generally accepted practices, notwithstanding the provisions of the preceding paragraph such special contract shall take precedence over the provisions of these Terms and Conditions.

Article 2. Application for an Accommodation Contract

1. A person who intends to make an application for an Accommodation Contract with the Hotel shall notify the Hotel of the following particulars:
 - (i) Name of Guest;
 - (ii) Date of accommodations and estimated time of arrival;
 - (iii) Accommodation charges (based, in principle, on the Basic Accommodation Tariff in Annex 1); and,
 - (iv) Other particulars as deemed necessary by the Hotel.
2. The Hotel shall be notified promptly of any changes to the information provided to it under the preceding paragraph.
3. If the Guest has requested, during the stay, extension of the accommodation beyond the date in Paragraph 1, Subparagraph 2, the Hotel shall treat such request as an application for a new Accommodation Contract as of the time such request was made.

Article 3. Conclusion of Accommodation Contract etc.

1. An Accommodation Contract shall be deemed to have been concluded when the Hotel has accepted the application described in the preceding article.
2. When an Accommodation Contract has been concluded under the provisions of the preceding paragraph, a deposit to be specified by the Hotel, not to exceed the accommodation charges for the accommodation period, shall be paid by the date specified by the Hotel.
3. The deposit shall be appropriated first to the final accommodation charges payable by the Guest and then to cancellation charges, followed by compensation for damages, in that order, in the event that any of the provisions described in Articles 6 and 18 apply. The remainder, if any, shall be refunded at the time of payment of the charges described in Article 12.
4. If the Guest has failed to pay the deposit described in Paragraph 2 by the date specified by the Hotel as stipulated in that paragraph, then the Accommodation Contract shall be invalidated. However, this shall apply only when the Hotel has informed the Guest thereof at the time it specifies the deadline for payment of the deposit.

Article 4. Special Provisions Requiring No Deposit

1. Notwithstanding the provisions in Paragraph 2 of the preceding article, the Hotel may apply special provisions not requiring a deposit as stipulated in the same paragraph after the Contract has been concluded.
2. A case in which the Hotel has not requested payment of a deposit as stipulated in Paragraph 2 of the preceding article and has not specified the date of payment of a deposit at the time the application for an Accommodation Contract is accepted shall be treated as one in which the Hotel has applied the special provisions prescribed in the preceding paragraph.

Article 5. Refusal of Accommodation Contract

1. The Hotel may refuse to conclude the Accommodation Contract in any of the following cases:
 - (i) When the application for accommodations does not conform to these Terms and Conditions;
 - (ii) When the Hotel is fully booked, and no room is available;
 - (iii) In cases similar to that described in the preceding subparagraph such as when the Hotel expects a need to prioritize accommodating victims, recovery personnel, or similar parties due to a disaster or other emergency
 - (iv) When the Guest seeking accommodations is deemed liable to act in a manner that would contravene laws or regulations or be contrary to public order or good morals with regard to the accommodations;
 - (v) When it is clear that the Guest seeking accommodations has an infectious disease;
 - (vi) When the Guest seeking accommodations employs speech or behavior that markedly disturbs other Guests or Hotel employees;

- (vii) When it is clear that the Guest seeking accommodations is unable to pay;
- (viii) When there is a risk that the Guest seeking accommodations could harm order in the Hotel through means such as making unreasonable complaints or demands in the Hotel;
- (ix) When the Guest seeking accommodations has made violate demands or unreasonable requests in connection with the accommodations;
- (x) When the Hotel is unable to provide accommodations due to a natural disaster, facility breakdown, or other circumstances beyond its control;
- (xi) When the Guest seeking accommodations meets any of the descriptions under (1) through (3) below:
 - (1) It is an organized crime group as defined in Article 2, Paragraph 2 of the Act for the Prevention of Wrongful Acts by Members of Organized Crime Groups (Act No 77 of 1991) (“Organized Crime Group” hereinafter), a member of an Organized Crime Group as defined in Article 2, Paragraph 6 of the same Act (“Organized Crime Group Member” hereinafter), a quasi Organized Crime Group Member, a person related to an Organized Crime Group, or any other member of anti-social forces;
 - (2) When the Guest seeking accommodations is a juridical person or other organization whose business activities are controlled by an Organized Crime Group or Organized Crime Group Member; or,
 - (3) When the Guest seeking accommodations is a juridical person and one or more of its officers are Organized Crime Group Members;
- (xii) When the accommodations would involve a minor staying alone without the permission of parents or guardians;
- (xiii) When the Guest seeking accommodations has applied for accommodations for purposes of letting outsiders use a Hotel guestroom or use of a Hotel guestroom to accommodate more than the authorized number of persons;
- (xiv) When the Guest seeking accommodations has applied for accommodations for purposes of transferring the rights to accommodations to others;
- (xv) When the Guest seeking accommodations has applied for accommodations with no intention actually to stay;
- (xvi) When the Guest seeking accommodations has been involved in problems with the Hotel in the past, such as violation of these Terms and Conditions or late payment of charges due; or,
- (xvii) Other cases in which the Hotel may refuse accommodations under the provisions of various laws or regulations, prefectural ordinances, etc.

Article 6. Right of Cancellation of the Accommodation Contract by the Guest

1. The Guest may cancel the Accommodation Contract by so notifying the Hotel thereof.
2. When the Guest has canceled the Accommodation Contract, in whole or in part, due to causes for which the Guest is liable (except in a case in which the Hotel has requested payment of a deposit by the specified date as prescribed in Article 3, Paragraph 2 and the Guest has canceled the accommodations before making such payment), the Guest shall pay the cancellation charge listed in Annex 2. However, when the special provisions prescribed in Article 4, Paragraph 1 have been invoked, then this shall apply only when the Hotel has informed the Guest of the obligation to pay the cancellation charge in a case of cancellation by the Guest.
3. If the Guest does not appear by 8:00 pm on the date of accommodations (or two hours after the expected time of arrival if the Hotel has been notified of such) without advance notice, the Hotel may regard the Accommodation Contract as having been canceled by the Guest.

Article 7. Right of Cancellation of the Accommodation Contract by the Hotel

1. The Hotel may cancel the Accommodation Contract in any of the following cases:
 - (i) When the Guest has violated these Terms and Conditions or the Hotel's Terms of Use;
 - (ii) When the Guest is deemed liable to act, or to have acted, in a manner that would contravene laws or regulations or be contrary to public order or good morals with regard to the accommodations;
 - (iii) When it is clear that the Guest has an infectious disease;
 - (iv) When the Guest has employed speech or behavior that markedly disturbed other Guests or Hotel employees;
 - (v) When it is clear that the Guest is unable to pay;
 - (vi) When there is a risk that the Guest could harm order in the Hotel through means such as making unreasonable complaints or demands in the Hotel;
 - (vii) When the Guest seeking accommodations has made violate demands or unreasonable requests in connection with

the accommodations;

(viii) When the Hotel is unable to provide accommodations due to a natural disaster, facility breakdown, or other circumstances beyond its control;

(ix) When the Guest seeking accommodations meets any of the descriptions under (1) through (3) below:

(1) It is an organized crime group as defined in Article 2, Paragraph 2 of the Act for the Prevention of Wrongful Acts by Members of Organized Crime Groups (Act No 77 of 1991) (“Organized Crime Group” hereinafter), a member of an Organized Crime Group as defined in Article 2, Paragraph 6 of the same act (“Organized Crime Group Member” hereinafter), a quasi Organized Crime Group Member, a person related to an Organized Crime Group, or any other member of anti-social forces;

(2) When the Guest seeking accommodations is a juridical person or other organization whose business activities are controlled by an Organized Crime Group or Organized Crime Group Member; or,

(3) When the Guest seeking accommodations is a juridical person and one or more of its officers are Organized Crime Group Members;

(x) When the Guest fails to observe the prohibitions in the Hotel's Terms of Use (only those necessary for fire prevention), for example by smoking outside of designated areas or vandalizing fire-prevention equipment;

(xi) When the Guest has let outsiders use a Hotel guestroom or used a Hotel guestroom to accommodate more than the authorized number of persons;

(xii) When the Guest has transferred, or attempted to transfer, the rights to accommodations to others;

(xiii) When payment of the accommodation charges cannot be verified, including cases in which payment was made through means such as transfer of funds right before the closing time of a financial institution branch or, regardless of financial institution business hours, by a banking transaction over the Internet but the fact of such transfer of funds cannot be verified before the commencement of the stay because the following day is a holiday for financial institutions.

(xiv) Other cases in which the Hotel may refuse accommodations under the provisions of various laws or regulations, prefectural ordinances, etc.

2. When the Hotel has canceled the Accommodation Contract in accordance with the preceding paragraph, the Hotel shall not charge the Guest for any accommodations or other services that the Guest has not yet received.

Article 8. Registration for Accommodations

1. The Guest shall register the following information at the front desk on the day of accommodations:

(i) The Guest's name, age, gender, address, and occupation;

(ii) If the Guest is not a Japanese national, nationality, passport number, and port and date of entry to Japan;

(iii) Date of departure; and,

(iv) Other information deemed necessary by the Hotel.

2. When planning to pay the charges described in Article 12 by credit card or other means of payment other than cash, the Guest will be asked to show the card or other payment method in advance at the time of the registration described in the preceding paragraph.

Article 9. Occupancy Hours of Guestrooms

1. The Guest may occupy the guestroom of the Hotel from the Hotel's designated check-in time to its designated check-out time. However, the Guest staying continuously for more than one night may occupy the Guestroom all day, except on the days of arrival and departure.

2. Notwithstanding the provisions of the preceding paragraph, the Hotel may permit the Guest to occupy the room outside of the hours prescribed in that paragraph upon payment of additional charges.

Article 10. Observance of the Terms of Use

1. While in the Hotel, the Guest shall observe the Terms of Use established by the Hotel, which are posted within the premises of the Hotel.

2. In addition to these Terms and the Terms of Use, the Guest shall follow instructions issued by the Hotel as judged appropriate from health and safety perspectives in light of social conditions at the time of accommodation. A Guest who fails to follow the Hotel's instructions without good reason may be subject to refusal of accommodations or cancellation of the Accommodation Contract and a request to leave the Hotel under the provisions of Articles 5 and 7.

Article 11. Business Hours

1. The Hotel provides information on the business hours of its main facilities and other services through means including pamphlets available to Guests, posting in various locations, and the service directory inside the Guestroom.
2. The hours described in the preceding paragraph are subject to temporary change as necessary for unavoidable reasons. Notice of such change shall be provided through appropriate methods.

Article 12. Payment of Accommodation Charges

1. A breakdown of the accommodation charges payable by the Guest is shown in Annex 1.
2. The accommodation charges described in the preceding paragraph shall be paid in Japanese currency, by credit card, or by other means of payment accepted by the Hotel at the front desk or another location specified by the Hotel, at the time the Guest arrives, upon request by the Hotel, or by a payment deadline to be specified by the Hotel.
3. Accommodation charges shall be collected after the Hotel has provided a guestroom for use by and at the disposal of the Guest, even if the Guest has chosen of its own accord not to stay in it.

Article 13. Liability of the Hotel

1. The Hotel shall compensate the Guest for damages if it has caused any damages to the Guest in the fulfillment or the nonfulfillment of the Accommodation Contract and related agreements. However, this shall not apply when such damages have been caused by reasons for which the Hotel is not liable.
2. The Hotel has a hotel liability insurance to cover incidents such as fires.

Article 14. If the Hotel is Unable to Provide the Contracted Guestroom

1. If it is unable to provide a contracted guestroom to the Guest, then with the consent of the Guest the Hotel shall arrange accommodations of the same conditions, as much as possible, at another lodging facility.
2. If, notwithstanding the provisions of the preceding paragraph, accommodations cannot be arranged at another lodging facility then the Hotel shall pay to the Guest monetary compensation equivalent to the cancellation charge in Annex 2. This compensation shall cover the resulting damages. However, no compensation shall be paid when the Hotel is unable to provide a guestroom for reasons for which the Hotel is not liable.

Article 15. Handling of Deposited Belongings

1. The Hotel is unable to accept deposit at the front desk of cash or valuables brought into the Hotel by the Guest. Guests are requested to take care of such belongings themselves. Belongings brought into the Hotel may be deposited at the front desk with the specific consent of the Hotel.
2. In the event of loss, breakage, or other damage to belongings deposited by a Guest at the front desk, the Hotel shall compensate the Guest, unless such damage is due to a case of force majeure. However, the Hotel will provide no compensation for damages to deposited cash or valuables for which the Guest did not report the kind and value thereof.
3. The Hotel will not pay any compensation for loss, breakage, or other damage to belongings brought by the Guest into the Hotel but not deposited at the front desk, unless such damage is due to intentional acts or negligence on the part of the Hotel. Even when the Hotel does pay compensation, the amount thereof shall not exceed 150,000 yen if the Guest did not report in advance the kind and value of the belongings. The Hotel will not pay any compensation for damages for cash or valuables not deposited at the front desk.

Article 16. Custody of Guest Baggage or Belongings

1. If a Guest's baggage has arrived at the Hotel prior to the Guest's arrival, the Hotel shall be liable for keeping it until the Guest arrives only when such a request has been accepted by the Hotel prior to its arrival. The baggage shall be handed over to the Guest when the Guest checks in at the front desk.
2. If the Guest has left baggage or belongings behind in the Hotel after checking out, then in principle the Hotel shall retain the articles for seven days, including the day on which the articles were discovered. If the Guest fails to request their return during this period, then the Hotel will submit them to the nearest police station.
However, expensive articles and valuables will be submitted to the nearest police station soon after being found.
Food and beverages, magazines, and other disposable items will be disposed of at the Hotel's discretion by 12:00 noon on the day after checkout.
Articles left behind that, by their nature, should be disposed of promptly will be disposed of immediately.

3. To retain baggage or belongings left behind properly and return them to the Guest promptly, the Hotel may, at its discretion, inspect them and respond as necessary in accordance with the preceding paragraphs.
4. The Hotel's liability in regard to the custody of the Guest's baggage and belongings in the cases described in Paragraph 1 and 2 shall conform to the provisions of Paragraph 1 of the preceding article in the case described in Paragraph 1 and with the provisions of Paragraph 2 of the same article in the case described in the preceding paragraph.

Article 17. Parking Liability

When the Guest uses the Hotel parking facility, the Hotel's obligations are limited to provision of a parking space alone. The Hotel shall not be responsible for safeguarding the vehicle, regardless of whether or not the keys were given to the Hotel for safekeeping. However, should a parked vehicle sustain damages attributable to an intentional act or gross negligence on the part of the Hotel in its management of the parking facility, the Hotel shall pay compensation for such damages not to exceed 100,000 yen, except in cases of intentional acts or gross negligence.

Article 18. Liability of the Guest

1. The Guest shall compensate the Hotel for damages caused to the Hotel by intentional acts or negligence on the part of the Guest.
2. When the Guest has, for reasons for which the Guest is liable, caused damages to another guest and the Hotel has paid compensation for the amount of damages suffered by the damaged guest, it may demand from the Guest liable for such damages compensation equal to the amount paid.

Article 19. Guestroom Cleaning

1. In principle, when a Guest stays continuously for two or more nights, the guestroom will be cleaned daily.
2. Even when the Guest has indicated that room cleaning is unnecessary, in light of the intents of laws, regulations, prefectural ordinances, etc. the guestroom will be cleaned at least once every three days. However, the Guestroom may be cleaned at any time as judged necessary by the Hotel.
3. The Guest may not refuse the room cleaning described in the preceding paragraph.

Article 20. Court of Jurisdiction and Governing Law

1. The Tokyo District Court or the Tokyo Summary Court shall be agreed exclusive court of first instance for any and all litigation arising in relation to the Accommodation Contract between the Guest and the Hotel.
2. The Accommodation Contract between the Guest and the Hotel shall be governed by, and interpreted in accordance with, the laws of Japan.
3. If these Terms and Conditions have been prepared in multiple languages, in the event of any conflicts, inconsistencies, or other discrepancies among the versions in different languages the text of the Japanese-language Terms and Conditions shall prevail.

Article 21. Amendment of these Terms and Conditions

1. These Terms and Conditions may be amended at any time as necessary. When it has amended these Terms and Conditions, the Hotel shall post the amended text of these Terms and Conditions and their effective date on the Hotel website or inside guestrooms.
2. Notwithstanding the preceding paragraph, the provisions of the Terms and Conditions prior to amendment shall apply to an Accommodation Contract concluded prior to such amendment.

Annex 1. Breakdown of Accommodation Charges etc. (re: Article 2, Paragraph 1 and Article 12, Paragraph 1)

		Breakdown
Accommodation charges etc.	Accommodation charges	(i) Basic accommodation charge (room rate, including various special plan rates)
	Additional charges	(ii) Food and beverage charges and other usage charges
	Taxes	(iii) Consumption tax, bathing tax, etc.

Notes: 1. Accommodation charges are based on the tariff posted in the Hotel, in pamphlets, on the website, and

elsewhere. However, if the Hotel offers a discounted rate for elementary-school age children then that discounted rate shall apply.

2. Only children of elementary-school age and younger may stay with adults in the same bed in excess of the room's guest capacity, and no more than two persons per bed may stay in a room. (Children aged two and younger are not included when counting guests.) However, the number of guests per room may be restricted in light of the size of the room or other conditions.
3. In addition to the provisions of the preceding paragraphs, the Hotel may establish special provisions regarding cancellation charges in accordance with the terms and conditions of the Accommodation Contract and other considerations.

Annex 2. Cancellation Charges (re: Article 6, Paragraph 2)

Date notice of cancellation of Contract received		No show	Same day	Day before	2 days in advance	3 days in advance	7 days in advance	21 days in advance
		Contracted number of Guests						
Ordinary (regular season)	Up to 9	100 %	100 %	80%	50 %	50%	30%	0%
Ordinary (peak season)	Up to 9	100 %	100%	100%	100%	100%	50%	20%
Group (year round)	10 or more	100 %	100%	100%	100%	100%	50%	20%

- Notes: 1. Percentages indicate the percentages of the basic accommodation charges charged as cancellation charges. However, for accommodation packages such as those with breakfast included, the posted amount will be collected as a cancellation charge.
2. A cancellation charge for one day (the first day) will be collected when the contracted number of days has been shortened regardless of the number of days by which it is shortened.
 3. The cancellation charge for ordinary Guests (up to nine persons) may be higher during a peak season than during a regular season. Peak seasons refer to the year-end/New Year's holidays, major consecutive holidays, and Obon seasons in Japan and to the lunar new year in China and other countries.
 4. When cancelling reservations for part of a group (10 or more persons), no cancellation charge will be collected for cancellation accounting for no more than 10% of the number of Guests (rounded up to the nearest whole number) made at least 21 days prior to accommodations (or the date accepted if accepted later than that date).

Terms of Use

The Hotel has established the following Terms of Use, which constitute a part of the Terms and Conditions of Accommodation, to ensure that Guests can use the facility in safety and comfort and to maintain the public nature of the Hotel.

Violation of these Terms may result in cancellation of the Accommodation Contract under the provisions of Article 7 of the Terms and Conditions of Accommodation.

1. The Hotel is unable to accept deposit at the front desk of cash or valuables. Guests are requested to take care of such belongings themselves. Belongings brought into the Hotel may be deposited at the front desk only with the specific consent of the Hotel.
2. Use of a guestroom by more than the number of Guests specified in the Accommodation Contract is prohibited. If use of a guestroom by more than the contracted number of Guests without notifying the Hotel is discovered, then the Guests may be asked to leave immediately or to pay charges for the excess Guests.
3. The following acts are strictly prohibited inside the Hotel:
 - (1) Use of equipment using flame for heating, cooking, or other purposes and use of irons or other electric appliances other than those lent by the Hotel;
 - (2) Smoking (including use of e-cigarettes, vaping, etc.) in bed or other highly flammable locations or in other than the Hotel's designated smoking areas;
 - (3) Acts that could discomfort or disturb other parties, such as singing loudly in public or causing other disturbances, violent behavior, or releasing unpleasant odors;
 - (4) Bringing any of the following into the Hotel:
 - (i) Animals or birds (not including seeing-eye dogs);
 - (ii) Illegal drugs such as stimulants or narcotics;
 - (iii) Igniters or highly flammable gunpowder, gasoline, or chemicals that could be hazardous to the health;
 - (iv) Unlicensed firearms, swords, or similar articles;
 - (v) Articles in extremely large quantities or heavy weights;
 - (vi) Articles that emit unpleasant odors;
 - (vii) Garbage and other articles detrimental to sanitation in the Guestroom;
 - (viii) Electric appliances, cooking utensils, or similar articles intended for use inside the Hotel; or,
 - (ix) Other articles that the Hotel prohibits from being brought into Guestrooms;
 - (5) Acts contrary to public order and decency;
 - (6) Distributing flyers, leaflets, or other advertising materials to other Guests;
 - (7) Moving, altering, removing, or using for other than intended purposes the facilities or articles inside the Hotel;
 - (8) Leaving belongings outside of Guestrooms;
 - (9) Entering facilities other than those for Guest use;
 - (10) Ordering delivery of food, beverages, etc. from facilities other than those authorized by the Hotel;
 - (11) Use of hair coloring, bleach, etc. in the bathroom;
 - (12) Use of flame in the Guestroom for incense or other purposes;
 - (13) Commercial activities;
 - (14) Acts of violence, stalking, excessive demands, or provision of money and other gifts to Hotel employees; or,
 - (15) Any and all other acts detrimental to health and safety in the Hotel.
4. The following acts are strictly prohibited inside Guestrooms:
 - (1) Uses for purposes other than lodging;
 - (2) Meeting with outsiders inside Guestrooms; and,
 - (3) Hanging photos or posters on Guestroom windows or posting other materials detrimental to the Hotel's external appearance.
5. If the Guest loses the Guestroom key the Hotel will collect the entire cost of changing the lock.
6. Using the parking facilities
 - (1) Parking is available for one vehicle per Guest in principle.
 - (2) In principle, refrain from parking midsized or large vehicles larger than an individual parking space, other than tour buses and special medical vehicles.
 - (3) In principle, a Guest may use the parking facilities from the time of arrival until the Hotel's designated check-out time.

(4) Washing cars inside the parking facility is prohibited in principle.

Additional Provisions

1. These Terms and Conditions of Accommodation and Terms of Use shall apply beginning January 1, 2023 ("Applicable Date" hereinafter).
2. Notwithstanding the provisions of the preceding paragraph, the former Terms and Conditions of Accommodation and Terms of Use shall apply to Accommodation Contracts already established through the day before the Applicable Date.