

## Terms & 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 to be accommodated shall be subject to these Terms and Conditions, and any particulars 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 or 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(s) 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 Credit Card payment information.

(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.

### Article 3. (Conclusion of Accommodation Contracts, etc.)

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 where 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 (3 days when the period of stay exceeds 3 days) by the date specified by the hotel.

3. The deposit shall be first used for the Total Accommodation Charges to be paid by the Guest, then secondly for the cancellation charges under Article 6 and thirdly for the reparations under Article 17 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 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. Request for cooperation with infection-prevention measures

The Hotel may ask prospective guests to cooperate with provisions stipulated under Article 4-2 Paragraph 1 of the Hotel Business Act.

Article 5. (Refusal of Accommodation Contracts)

The Hotel may refuse to enter into an accommodation contract if:

1. The request for accommodation is not filed in accordance with these Terms and Conditions
2. The Hotel does not have the capacity to accept such a request for reasons including but not limited to full capacity, staff shortage and temporary facility closure
3. The person seeking accommodation is deemed liable to conduct himself or herself in a manner that will contravene laws and regulations concerning accommodation, public order or good morals in regard to the accommodation
4. The person seeking accommodation has an infectious disease stipulated under the Hotel Business Act
5. The person seeking accommodation makes a violent demand or a demand outside what is considered to be reasonable scope
6. The person seeking accommodation makes a demand applicable to any of the following items or other demand that cannot be met easily and may significantly hinder the delivery of service to other guests:
  - (1) Reduction of accommodation charges
  - (2) Unreasonable discount or payment of unreasonable compensation
  - (3) Services not included in the accommodation contract such as transportation (except when such services are needed to remove an accommodation-related social barrier)
  - (4) Services not offered by the Hotel (except when such services are needed to remove an accommodation-related social barrier) or services that will contravene laws and regulations or public order
  - (5) Upgrading of guestrooms without just reason, or provision of meals not included in the contract
  - (6) Repeated demand to have a specific employee or someone other than a specific employee respond
7. The person seeking accommodation makes a demand that involves any of the following behaviors or other behaviors that cause physical or mental strain on employees, require the amount of work above and beyond what is normally required for accommodating the person and could significantly hinder the provision of services to other guests
  - (1) Crude or violent behavior
  - (2) Act of criticizing or making an undue demand to employees in person, by phone etc. over a long period of time or repeatedly, or other acts that keep employees constrained for a long period of time
  - (3) Act of repeatedly making an unjust demand to or scolding, criticizing or slandering employees by email, on social media etc.
  - (4) Behavior involving means and conditions that are unreasonable in light of the validity of demand made by way of violence, physical assault, threat, slander, defamation, insult, verbal abuse, demand for kneeling down, refusal to leave, discriminatory behavior, sexual behavior and demand for monetary compensation
8. The Hotel cannot provide accommodation due to natural disaster, facility failure or other reasons

beyond control

9. The person seeking accommodation is suspected to cause significant disturbance to other guests (under Article 6 of Osaka Prefectural Ordinance for enforcement of the Hotel Business Act)

10. The person seeking accommodation is found to be a crime syndicate, member of a crime syndicate, stakeholder of a crime syndicate or other anti-social forces

#### 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. 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 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 charges in case of cancellation by the Guest.

3. In the case where the Guest does not appear by 4:00pm of 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.

#### Article 7. (Right to cancel an accommodation contract)

1. The Hotel may cancel an accommodation contract with a guest if:

(1) The guest is deemed liable to conduct himself or herself in a manner that will contravene laws and regulations concerning accommodation, public order or good morals in regard to the accommodation, or is found to have committed such an act

(2) The guest has an infectious disease stipulated under the Hotel Business Act

(3) The guest makes a violent demand or a demand outside what is considered to be reasonable scope

(4) The guest makes a demand applicable to any of the following items or other demand that cannot be met easily and may significantly hinder the delivery of service to other guests

a. Reduction of accommodation charges

b. Unreasonable discount or payment of unreasonable compensation

c. Services not included in the accommodation contract such as transportation (except when such services are needed to remove an accommodation-related social barrier)

d. Services not offered by the Hotel (except when such services are needed to remove an accommodation-related social barrier) or services that will contravene laws and regulations or public order

e. Upgrading of guestrooms without just reason, or provision of meals not included in the contract

f. Repeated demand to have a specific employee or someone other than a specific employee respond

(5) The guest makes a demand that involves any of the following behaviors or other behaviors that cause physical or mental strain on employees, require the amount of work above and beyond what is normally required for accommodating the person and could significantly hinder the provision of services to other guests

a. Crude or violent behavior

b. Act of criticizing or making an undue demand to employees in person, by phone etc. over a long

period of time or repeatedly, or other acts that keep employees constrained for a long period of time  
c. Act of repeatedly making an unjust demand to or scolding, criticizing or slandering employees by email, on social media etc.

d. Behavior involving means and conditions that are unreasonable in light of the validity of demand made by way of violence, physical assault, threat, slander, defamation, insult, verbal abuse, demand for kneeling down, refusal to leave, discriminatory behavior, sexual behavior and demand for monetary compensation

(6) The Hotel cannot provide accommodation due to natural disaster, facility failure or other reasons beyond control

(7) The guest is suspected to cause significant disturbance to other guests (under Article 6 of Osaka Prefectural Ordinance for enforcement of the Hotel Business Act)

(8) The guest does not comply with the provisions of these Terms and Conditions stipulated by the Hotel (only those required for fire prevention) including but not limited to smoking in the guestroom and tampering with firefighting equipment

(9) The guest is found to be a crime syndicate, member of a crime syndicate, stakeholder of a crime syndicate or other anti-social forces

(10) The guest refuses to comply with the Hotel' s payment rules

2. If the Hotel cancels an accommodation contract based on the provisions of the preceding Paragraph, the Hotel does not charge fees for accommodation services that the guest has not received as at the time.

#### Article 8. (Accommodation Registration)

1. A guest shall be asked to register the following information at the Hotel' s reception desk on the day of his / her stay:

(1) The guest' s name, age, gender, address and contact details

(2) If the guest is a foreign national with no fixed address in Japan, the guest' s nationality and passport number

(3) Other information that is deemed necessary by the Hotel

2. In the case where the Guest intends to pay his Accommodation Charges prescribed in Article 1 1 by any means other than cash in Japanese currency, such as traveler' s checks, coupons or credit cards, such means of payment 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 3:00pm on the day of registration until 11:00am on the day of 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: 25% of the room charge

(2) Up to 6 hours: 50% of the room charge

(3) More than 6 hours: 100% of the room charge

\*Subject to availability

#### Article 10. (Observance of House Regulations)

The Guest shall observe the House Regulations 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 etc, of the hotel are as follows, and those of other facilities, etc, shall be notified in detail by brochures as provided and others.

- (1) Front Service (Bell Desk) 24 hours
- (2) Exchange Service 24 hours
- (3) Concierge Service 24 hours

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

Article 12. (Payment of Accommodation Charges)

1. The breakdown and method of calculation of the Accommodation Charges, etc., that the Guest shall pay, are as listed in the Attached Table No. 1.

2. Accommodation Charges, etc., as stated in the preceding Paragraph, shall be paid at the front desk at the time of the Guest' s departure or upon request by the hotel in cash in Japanese currency, or by such other means as shall be acceptable to the hotel such as traveler' s checks, coupons or credit cards.

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.

Article 13. (Liabilities of the Hotel)

1. The hotel shall compensate the Guest for any damages, if the hotel has caused such damages to the Guest in the fulfillment or the nonfulfillment of the Accommodation Contract and/or related agreements. However, the same shall not apply in the case where such damage has been caused due to reasons for which the hotel is not liable.

2. The hotel has received the certificate of Excellence for Fire Prevention issued by the Fire Bureau. Furthermore, the hotel is covered by a Hotel Liability Insurance in order to deal with unexpected fires and/or other disasters.

Article 14. (Handling 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 accommodations 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 accommodations due to causes for which the hotel is not liable, the hotel will not pay the compensation fee to the Guest.

Article 15. (Handling of Deposited Articles)

1. The hotel shall compensate the Guest for any loss, breakage or other damage caused to goods, cash or valuables deposited at the front desk by the Guest, except in the case when this has occurred

due to causes of force majeure. However, for cash and valuables, when the hotel has requested the Guest to report the kind and value thereof but the Guest has failed to do so, the hotel shall compensate the Guest up to the maximum of 150,000 yen.

2. The hotel shall compensate the Guest for any loss, breakage or other damage caused, through intention or negligence on the part of the hotel, to goods, cash or valuables which are brought onto 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 have not been reported in advance by the Guest, the hotel shall compensate the Guest up to the maximum of 150,000 yen.

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 and to hand it over to the Guest at the front desk at the time of his/her check-in only if the hotel has agreed to do so in advance.

2. 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 the Preceding Article in the case of Paragraph 1 of this Article, and with the provisions of Paragraph 2 of the same Article in the case of Paragraph 2 of this Article.

Article 17. (Liability in regard to Parking)

1. The hotel shall not be liable for the custody of a vehicle of the Guest when the Guest utilizes the parking lot in front of the Main Entrance of the hotel, whether the key of the vehicle has been deposited to the hotel or not as the hotel merely offers the space for parking. However, the hotel shall compensate the Guest for any damage 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)

1. The Guest shall compensate the hotel for any damage caused through intention or negligence on the part of the Guest.

**Attached Table No. 1**

Calculation method for Accommodation Charges, etc, for the hotel (Ref. Paragraph 1 of Article 2, Paragraph 2 of Article 3 and Paragraph1 of Article 12). Tax Exemption charges are subject to revisions of the Tax Laws concerned.

Contents Calculation

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- 1. Basic Accommodation Charges (Room Charge)
  - 2. Service Charge        1 x 15%
  - 3. Consumption Tax     (1+2) x 10%
  - 4. Accommodation Tax  
 (Accommodation Tax is applied per person per night)  
 Between JPY 5,000 and JPY 14,999                    JPY 200  
 Between JPY 15,000 and JPY 19,999                JPY 400  
 JPY 20,000 or above                                    JPY 500
  - 5. Meals, Drink, and Other Expenses
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Remarks of Attached Table No.1:  
 Accommodation Tax does not apply to services other than accommodation, such as meals, entertainment or fees for rental of conference rooms. Charges are subject to change according to revisions of the Tax Laws concerned.

**Attached Table No. 2**

Cancellation Charge (Ref. Paragraph 2 of Article 6)

Date When  
 Cancellation of individual

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Accommodation Day or No Show 100% of the total stay.  
 1 Day Prior to Accommodation Day 20%

\*Cancellation for Group booking is depend on contract for each.

- Remarks of Attached Table No.2:
- 1. The percentages signify the rate of cancellation charge to the Basic Accommodation Charges.
  - 2. When the number of days contracted is shortened, the cancellation charge for its first day shall be paid by the Guest regardless of the number of days shortened.
  - 3. Additional cancellation charge may be incurred for some special days.