

General Terms & Conditions for Accommodation Contracts

Article 1. Scope of application

Any accommodation contract and related agreement to be entered into between this hotel and the guest to be accommodated will be subject to these *General Terms & Conditions for Accommodation Contracts*. Any particulars not provided herein will be governed by laws & regulations etc. (meaning laws, regulations, and matters based on laws and regulations; the same applies hereinafter), and/or generally accepted practices.

2. In the case when the hotel has entered into a special contract with the guest insofar as such special contract does not violate laws & regulations etc., or generally accepted practices, the special contract will take precedence over the provisions of these *General Terms & Conditions for Accommodation Contracts*, notwithstanding the provisions of the preceding paragraph.

Article 2. Application for an accommodation contract

Any guest who intends to make an application for an accommodation contract with the hotel will notify the hotel of the following particulars:

- (1) Name of the guest(s);
 - (2) Date of accommodation and estimated time of arrival;
 - (3) Contact information of the guest(s); and
 - (4) Other particulars deemed necessary by the hotel.
2. If guests request to extend their stay, during their stay, beyond the date in Item (2) of the preceding paragraph, such will be regarded as an application for a new accommodation contract.

Article 3. Conclusion of accommodation contracts, etc.

An accommodation contract will be deemed to have been concluded when the hotel has duly accepted the application as stipulated in the preceding article.

2. When an accommodation contract has been concluded in accordance with the provisions of the preceding paragraph, the guest is requested to pay an accommodation deposit as set by the hotel within the limits of the accommodation charges covering the guest's entire period of stay, prior to check-in.
3. The deposit will be first used for the total accommodation charge to be paid by the guest, secondly for cancellation charges under Article 6, and thirdly for reparations under Article 18, as applicable. The remainder, if any, will be refunded at the time of payment for accommodation as stated in Article 12.
4. If the guest fails to pay the deposit by the date as stipulated in Paragraph 2, the hotel will treat the accommodation contract as invalid. However, the same will apply only in the case where the guest is thus informed by the hotel when the period for the payment of the deposit is specified.

Article 4. Special contracts requiring no accommodation deposit

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 when the hotel has not requested the payment of the deposit as stipulated in Paragraph 2 of the preceding article and/or has not specified the date of payment of the deposit at the time that the application for an accommodation contract has been accepted, such will be treated as though the hotel has accepted a special contract as prescribed in the preceding paragraph.

Article 4-2 Requirement of cooperation with infection prevention measures inside the facility

This Hotel can require persons seeking accommodation to cooperate according to the provisions of Article 4-2 Paragraph 1 of the Hotel Business Act (Act No. 138 of 1948).

Article 5. Refusal of accommodation contracts

The hotel may not accept the conclusion of an accommodation contract under any of the following circumstances: However, this paragraph does not imply that this Hotel shall refuse accommodation in any case not provided for in Article 5 of the Hotel Business Act.

- (1) When the application for accommodation does not conform to the provisions of these *General Terms & Conditions for Accommodation Contracts*;
- (2) When the hotel is fully booked and there is no vacancy;
- (3) When the guest seeking accommodation is deemed liable to conduct himself/herself in a manner that will violate the provisions of laws & regulations or will act against the public order or good morals in regard to his/her accommodation;
- (4) When the guest requesting accommodation is deemed to fall under any of the following items (a) to (c):
 - (a) An organized crime group as stipulated in Article 2-2 of the *Act on Prevention of Unjust Acts by Organized Crime Group Members* (Act No. 77 of 1991) (hereinafter referred to as an "Organized Crime Group"), a member of an Organized Crime Group as stipulated in Article 2-6 of said article (hereinafter referred to as an "Organized Crime Group Member"), an associate member of an Organized Crime Group, a person related to an Organized Crime Group, or any other antisocial force;

- (b) A corporation or other entities in which business is controlled by an Organized Crime Group or an Organized Crime Group Member; or
- (c) A corporation in which there is an officer that falls under the category of an Organized Crime Group Member;
- (5) When a person seeking accommodation has engaged in speech or action causing significant nuisance to another guest (Article 5 of the Hotel Business Act Enforcement Regulations).
- (6) When a person seeking accommodation is a person with a specified infectious disease, etc., per Article 4-2 Paragraph 1 Item 2 of the Hotel Business Act (hereinafter, a "person with a specified infectious disease, etc.").
- (7) When a person has engaged in violently demanding behavior or made unreasonable demands regarding accommodation (except when the person seeking accommodation expresses willingness to eliminate a social barrier per the provisions of Article 7 Paragraph 2 or Article 8 Paragraph 2 of the Act for Eliminating Discrimination against Persons with Disabilities [Act No. 65 of 2013]; hereinafter, "Disability Discrimination Act").
- (8) When a person seeking accommodation makes repeated requests to this Hotel that are so burdensome that they may seriously hinder the provision of accommodation services to other guests, as specified in Article 5-6 of the Hotel Business Act Enforcement Regulations.
- (9) When accommodation cannot be provided due to natural disaster, facility breakdown, or other unavoidable cause.
- (10) When the provisions of the *Tokyo Metropolitan Ordinance for the Enforcement of the Inns and Hotels Act* are applicable.

Article 5-2 Explanation of refusal to enter into an accommodation contract

The person seeking accommodation may ask this Hotel for explanation of the reason when this Hotel has refused to enter into an accommodation contract according to the preceding article.

Article 6. Right to cancel an accommodation contract by the guest

The guest is entitled to cancel an accommodation contract by notifying the hotel.

- 2. If the guest has canceled an accommodation contract in whole or in part due to causes for which the guest is liable (except in the case when the hotel has requested the payment of the deposit during the specified period as prescribed in Paragraph 2 of Article 3 and when the guest has canceled before payment), the guest will pay cancellation charges as listed in Attached Table No. 2.
- 3. If the guest does not appear by 12:00 a.m. of the accommodation date without advance notice (two hours after the expected time of arrival if the hotel is notified), the hotel may regard the accommodation contract as being canceled by the guest.

Article 7. Right to cancel an accommodation contract by the hotel

The hotel may cancel the Accommodation Contract under any of the following circumstances. However, this paragraph does not imply that this Hotel shall refuse accommodation in any case not provided for in Article 5 of the Hotel Business Act.

- (1) When the guest is deemed liable for conduct and/or has conducted himself/herself in a manner that will violate the provisions of laws & regulations or will act against the public order and good morals in regard to his/her accommodation;
- (2) When the guest requesting accommodation is deemed to fall under any of the following items (a) to (c):
 - (a) An Organized Crime Group, an Organized Crime Group Member, an associate member of an Organized Crime Group, a person related to an Organized Crime Group, or any other antisocial force;
 - (b) A corporation or other entities in which business is controlled by an Organized Crime Group or an Organized Crime Group Member; or
 - (c) A corporation in which there is an officer that falls under the category of an Organized Crime Group Member;
- (3) When the guest has engaged in speech or action causing significant nuisance to another guest.
- (4) When the guest is a person with a specified infectious disease, etc.
- (5) When a person has engaged in violently demanding behavior or made unreasonable demands regarding accommodation (except when the guest expresses willingness to eliminate a social barrier per the provisions of Article 7 Paragraph 2 or Article 8 Paragraph 2 of the Disability Discrimination Act).
- (6) When a guest makes repeated requests to this Hotel that are so burdensome that they may seriously hinder the provision of accommodation services to other guests, as specified in Article 5-6 of the Hotel Business Act Enforcement Regulations.
- (7) When accommodation cannot be provided due to natural disaster or another force majeure.
- (8) When the person comes under Article 5 of the Tokyo Ordinance for Enforcement of the Hotel Business Act.
- (9) Smoking in an area other than those designated by this Hotel, tampering with firefighting equipment, or otherwise not following prohibitions specified by this Hotel in its Regulations (only matters necessary for fire prevention).
- 2. If the hotel has canceled an accommodation contract in accordance with the preceding paragraph, the hotel will not charge the guest for any of the services during the contractual period that he/she has not received.

Article 7-2 Explanation of termination of accommodation contract

The guest may ask this Hotel for explanation of the reason when this Hotel has terminated an accommodation contract according to the preceding article.

Article 8. Registration

The guest will register the following particulars at the Front Desk of the hotel on the day of accommodation:

- (1) Guest's name, address, and contact information
 - (2) For foreign nationals who do not have a Japanese address, nationality and passport number
 - (3) Other particulars deemed necessary by this Hotel
2. When the guest pays charges per Article 12 with a traveler's check, accommodation coupon, credit card, or other method instead of cash, they must be presented in advance at time of registration per the previous paragraph.

Article 9. Occupancy hours of guest rooms

A guest, in principle, is allowed to occupy a room from 2:00 p.m. on the day of arrival until 11:00 a.m. on the day of departure. However, in the event of a continuous stay, the guest is allowed to occupy the guest room all day except on the arrival and departure days.

2. Notwithstanding the provisions of the preceding paragraph, this Hotel may allow a guest to occupy the guest room after the check-out time specified in the preceding paragraph.

- (1) Until 4:00 p.m.

Standard Room/Compact Twin Room	1,000 yen/h (including tax)
Superior Twin Room/Universal Twin Room	1,500 yen/h (including tax)

- (2) After 4:00 p.m.: 100% of the room charge

Article 10. Observance of the *Hotel Asia Center of Japan -Regulations*

The guest will observe the *Hotel Asia Center of Japan – Regulations* established by the hotel. The *Hotel Asia Center of Japan - Regulations* are posted within the premises of the hotel.

Article 11. Business hours

The business hours of the hotel main facilities will be notified by brochures as provided, by notices displayed in various places, and via the *Information* in guest rooms and other means.

2. The hours in the preceding paragraph may, when necessary and unavoidable, be temporarily changed. In such case, notification will be appropriately made.

Article 12. Payment of accommodation charges

The explanation of accommodation charges, etc., that the guest will pay is as listed in Attached Table No. 1.

2. Payment of accommodation charges and other charges per the preceding paragraph shall be by cash or by traveler's check, accommodation coupon, credit card, etc., accepted by this Hotel instead of cash, and shall be made at the Front Desk at the time of the guest's arrival or upon request by this Hotel.
3. The accommodation charges will be paid even if the guest voluntarily does not utilize the accommodation facilities provided for him/her by the hotel.

Article 13. Liabilities of the hotel

The hotel will provide compensation for any damage that the guest incurs 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 will not apply in cases where such damage has been caused due to reasons for which the hotel is not liable.

2. The hotel will comply with laws & regulations regarding firefighting so as to make efforts to manage fire prevention, and will be covered by liability insurance to deal with unexpected fires and/or other disasters.

Article 14. Handling when unable to provide contracted rooms

When unable to provide a contracted room, this Hotel will, insofar as practicable and if the guest consents, arrange accommodation of the same standard elsewhere for the guest.

2. Notwithstanding the provisions of the preceding paragraph, if arrangement of other accommodations cannot be made, this Hotel will pay the guest a compensation fee equivalent to the cancellation charges. The compensation fee will be applied to the amount of compensation for damages.

Article 15. Handling of deposited articles

The hotel will 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 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 nature and value of such and if the guest has failed to do so, the hotel will compensate the guest up to a maximum of 100,000 yen.

2. This Hotel will compensate the guest for damages when loss, breakage, or other damage due to this Hotel's misconduct or negligence occurs to goods, cash, or valuables not deposited with the Front Desk. However, for articles of which the nature and value has not been reported in advance by the guest, the hotel will compensate the guest up to a maximum of 100,000 yen.

Article 16. Custody of baggage and/or the belongings of guests

When the baggage of the guest is brought into the hotel before his/her arrival, the hotel will be liable to store it only in the case when such a request has been accepted by the hotel. The baggage will be handed over to the guest at the Front Desk at the time of his/her check-in.

2. In the event that a guest leaves behind baggage or personal items when checking out, this Hotel will, in principle, wait for an inquiry from the owner of the items and seek instructions. If there are no instructions from the owner, in the case of valuables, this Hotel will report it to the nearest police station within seven days, including the day of finding. Other items will be disposed of after three months have elapsed. However, food and drink, tobacco, magazines, items deemed likely to harm the sanitary environment, and other items considered disposable (obviously broken items) shall be disposed of on the following day, even if still within the designated storage period.
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 will 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

The hotel will not be liable for the custody of the vehicle of the guest when a guest utilizes the parking lot within the premises of the hotel, as it will be regarded such that the hotel simply offers the space for parking, regardless of whether the key of the vehicle has been deposited with the hotel or not.

However, the hotel will compensate the guest for damage caused through intent 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 will compensate the hotel for any damage caused through intent or negligence on the part of the guest.

2. Guests discovered smoking in No Smoking rooms will be charged a penalty fee of 50,000 yen. However, in the event of additional damage to a guest room, such as significant staining, breakdown of equipment, etc., the guest may be required to compensate for the actual cost of the damage.

Article 19. Governing language

These *General Terms & Conditions for Accommodation Contracts* are provided in English/Korean/Chinese in addition to Japanese. In case of a discrepancy in any sentence of these *General Terms & Conditions for Accommodation Contracts*, the Japanese version will take precedence in all respects.

Attached Table No. 1 Calculation method for accommodation charges (Ref.Paragraph 1 of Article 12)
(Applicable to the accommodation facilities that do not offer breakfast/dinner)

Total amount to be paid by the guest		Contents
	Accommodation charges	1. Basic accommodation charges
	Extra charges	2. Other expenses
	Taxes	3. Consumption tax
		4. Accommodation tax

Appended Table 2: Penalty Charges (Re: Article 6, Paragraph 2)

Date of Receipt of Contract Cancellation Notice Number of Contract Applicants	No show	On the day of stay	Previous day of stay	3 days in advance of stay	9 days in advance of stay
Individuals (1 to 9 rooms)	100%	100%	50%		
Groups (10 or more rooms)	100%	100%	80%	50%	10%

- (Notes)
1. % is the penalty charge against the basic room charge.
 2. We will charge you a fee for each day that you do not stay due to shortening of the stay length from the original booking contract, calculated based on the number of days from the date of the request for shortening to each day that you will not be staying."
 3. In the event that the contract is cancelled for a select number of guests, a penalty of the room charge for the number of rooms cancelled will be collected.
 4. Even if an application is made by an individual (1 to 9 rooms), if the total number of nights booked exceeds 10 days, you may be considered as a group guest.
 5. Cancellation fees may be subject to separate consultation depending on the stay length, time of year, number of nights, number of guests, and other factors.