

# General Terms & Conditions for Accommodation Contracts

## **Article 1. Scope of application**

1. 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 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 and 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**

1. 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.**

1. 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**

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 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 5. Refusal of accommodation contracts**

1. The hotel may not accept the conclusion of an accommodation contract under any of the following circumstances:
  - (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 the guest seeking accommodation can be clearly identified as carrying an infectious disease;
- (6) When the hotel is unreasonably burdened by the guest in regard to his/her accommodation;
- (7) When the hotel is unable to provide accommodation due to natural calamities, malfunction of facilities, and/or other unavoidable causes;
- (8) When the guest requesting accommodation has failed to pay accommodation charges, etc., in the past (However, even if payment has been made, the hotel may refuse the request of accommodation under any item of Article 5.);
- (9) When the guest requesting accommodation is obviously intoxicated and could cause annoyance to other guests or when the guest is behaving in such a manner as to be an annoyance to other guests (Article 5 of the *Ordinance for the Enforcement of the Inns and Hotels Act*); or
- (10) When the provisions of the *Tokyo Metropolitan Ordinance for the Enforcement of the Inns and Hotels Act* are applicable.

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

1. 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**

1. The hotel may cancel the Accommodation Contract under any of the following circumstances:
  - (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 can be clearly identified as carrying an infectious disease;
  - (4) When the hotel is unreasonably burdened by the guest in regard to his/her accommodation;
  - (5) When the hotel is unable to provide accommodation due to natural calamities and/or other causes of force majeure;
  - (6) When the guest requesting accommodation is obviously intoxicated and could cause annoyance to other guests or when the guest is behaving in such a manner as to be an annoyance to other guests;
  - (7) When the guest has conducted any acts that interfere with fire prevention/fire protection, such as smoking in bed and tampering with firefighting facilities, etc.;
  - (8) When the guest has assigned or has attempted to assign the rights to stay at the hotel;
  - (9) When the guest has breached these *General Terms & Conditions for Accommodation Contracts* or the *Hotel Asia Center of Japan - Regulations*;
  - (10) When the provisions of the *Tokyo Metropolitan Ordinance for the Enforcement of the Inns and Hotels Act* are applicable.
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 8. Registration**

1. The guest will register the following particulars at the Front Desk of the hotel on the day of accommodation:
  - (1) Name, sex, address, contact information, and occupation of the guest(s);

- (2) Nationality, passport number, and place and date of entry in Japan (the hotel will make a photocopy of the passport upon check-in);
  - (3) Date and estimated time of departure; and
  - (4) Other particulars deemed necessary by the hotel.
2. In the case where the guest intends to pay his/her accommodation charges prescribed in Article 12 by any means other than Japanese currency, such as accommodation coupons or credit cards, these credentials will 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. on the day of arrival to 11:00 a.m. on the day of departure.
2. The hotel may, notwithstanding the provisions prescribed in the preceding paragraph, permit the guest to occupy the guest room after check-out time as prescribed in the same paragraph. In this case, extra charges will apply as follows.

(1) Until 4:00 p.m.

Standard Room/Compact Twin Room	1,000 yen /h (including tax)
Superior Twin Room/Utility 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***

1. 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**

1. 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 Book* in guest rooms and other means.

**Article 12. Payment of accommodation charges**

1. The explanation of accommodation charges, etc., that the guest will pay is as listed in Attached Table No. 1.
2. The accommodation charges, etc., as stated in the preceding paragraph will be paid at the Front Desk at the time of the guest's departure or upon request by the hotel, in Japanese currency. Other means acceptable to the hotel are accommodation coupons and credit cards.
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**

1. 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**

1. The hotel will, when unable to provide contracted rooms, arrange accommodation of the same standard elsewhere for the guest insofar as practicable.
2. When the arrangement of other accommodations cannot be made, notwithstanding the provisions of the preceding paragraph, the hotel will pay the guest a compensation fee equivalent to the cancellation charges, and the compensation fee will be applied to the reparations. However, when the hotel cannot provide accommodation due to causes for which the hotel is not liable, the hotel will not provide compensation to the guest.

**Article 15. Handling of deposited articles**

1. 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. The hotel will compensate the guest for damages when loss, breakage, or other damage is caused, through intent or negligence on the part of the hotel, to the goods, cash, or valuables brought onto the premises of the hotel by the guest but that are not deposited at 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**

1. 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. When the baggage or belongings of the guest are found after check-out and when the ownership of the article(s) is confirmed, the hotel will inform the owner of the article being left and will ask for further instructions. When no such instructions are given to the hotel by the owner or when ownership is not confirmed, the hotel will save such article(s) for 14 days, including the date of finding. Thereafter, the valuables will be turned over to the nearest police station, and other articles will be disposed of after three months have elapsed. (Food & drinks/magazines will be disposed of on the same day.)
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**

1. 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**

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

**Article 19. Governing language**

1. 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

**Attached Table No. 2** Penalty Charges (Re: Article 6, Paragraph 2)

Date of Receipt of Contract Cancellation Notice	No show	On the day of stay	Previous day of stay	3 days in advance of stay	9 days in advance of stay
	100%	100%	50%		
	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.