

Terms and Conditions for Accommodation Contracts

(Scope of Application)

Article 1.

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. Any particulars not provided for herein shall be governed by the laws and regulations and/or generally accepted practices.
2. In case where the hotel has entered in to a special contract with the guest insofar as such special contract does not violate the 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.

(Application for Accommodation Contracts)

Article 2.

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 Charges (based, in principle, on the Basic Accommodation Charges listed in the Attached Table No.1); and
 - (4) Other particulars deemed necessary by the hotel.
2. In the event that the guest requests, during his/her stay, 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.

(Conclusion of Accommodation Contracts, etc.)

Article 3.

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. The same condition shall not apply, however, 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 (A 3 day charge 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 18 as applicable. 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. This shall apply, however, only in the event that the guest has thus been informed by the hotel when the period of payment of the deposit has been specified.

(Special Contracts Requiring No Accommodation Deposit)

Article 4.

1. Notwithstanding the provision 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 cases where 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 the payment of the deposit at the time the application for an Accommodation Contract has been accepted, it shall be treated as the hotel having accepted a special contract, as prescribed in the preceding paragraph.

(Refusal of Accommodation Contracts)

Article 5.

1. The hotel may choose not to accept the conclusion of an Accommodation Contract in 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 rooms are available;
 - (3) When the guest seeking accommodation is deemed liable to conduct him or herself in a manner that will contravene the laws, or act against the public order and/or good morals in regard to his/her accommodation;
 - (4) When the guest seeking accommodation is a member of an organized crime group designated under "the Law on the Prevention of Irregularities by Gangsters" or any person related to such a gang or any other anti-social forces;
 - (5) When the guest seeking accommodation is a corporate entity or other group, the business activities of which are controlled by an organized crime group or such

gangsters;

- (6) When the guest seeking accommodation is a corporate entity of which any director is regarded to be a member of a gang;
- (7) When the guest seeking accommodation has conducted him or herself in a way that would cause significant inconveniences to other accommodating guests;
- (8) When the guest seeking accommodation has demanded, of accommodation facilities or to accommodation facilities' staff (employees), overbearing and/or unjust acts such as violence, threats, or blackmail, or has requested the hotel to assume an unreasonable burden, or has been proven to have conducted him or herself in a similar fashion in the past;
- (9) When the guest seeking accommodation can be clearly detected as carrying an infectious disease;
- (10) When the hotel is unable to provide accommodation due to natural catastrophes, dysfunctional facilities and/or other unavoidable causes that render accommodation impossible;
- (11) When it is feared that the person desiring the accommodation, being in a state of intoxication, may disturb other guests of this hotel. When the person behaves in a manner that disturbs other guests.

(Guest's Right to Cancel Accommodation Contracts by the Guest)

Article 6.

1. The guest is entitled to cancel the accommodation Contract by notifying the hotel.
2. In cases 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 event that 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. In the event that a special contract as prescribed in Paragraph 1 of Article 4 has been concluded, however, the same shall apply only when the guest has been previously informed of the cancellation charges in the event of cancellation.
3. In cases where the guest does not appear by 20:00 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.

(Hotel Right to Cancel Accommodation Contracts by the Hotel)

Article 7.

1. The hotel may cancel the Accommodation Contract in any of the following cases:
 - (1) When the guest is deemed liable to conduct and/or have conducted him or herself in a manner that contravenes the laws, or act against public order and/or good morals in regard to his/her accommodation;
 - (2) When the guest can be clearly detected as carrying an infectious disease;
 - (3) When the hotel is unable to provide accommodation due to natural calamities and/or other forces outside the hotel's control;
 - (4) When it is feared that the person desiring the accommodation, being in a state of intoxication, may disturb other guests of the hotel. When the person behaves in a manner that disturbs other guests.
 - (5) When the guest is a member of an organized crime group designated under "the Law on the Prevention of Irregularities by Gangsters" or any person related to such a gang or any other anti-social forces;
 - (6) When the guest is a corporate entity or other group, the business activities of which are controlled by an organized crime group or such gangsters;
 - (7) When the guest is a corporate entity of which any director is regarded to be a member of a gang;
 - (8) When the guest has conducted him or herself in a way that would cause significant inconveniences to other accommodation guests;
 - (9) When the guest has demanded, of accommodation facilities or to accommodation facilities' staff (employees), overbearing and/or unjust acts such as violence, threats, or blackmail, or has requested the hotel to assume an unreasonable burden, or has been proven to have conducted him or herself in a similar fashion in the past;
 - (10) When persons do not obey the rules stipulated by this hotel with regards to forbidden acts.
 - (11) When the guest does not observe prohibited actions such as smoking in bed, mischief in regards to the firefighting facilities and other prohibitions of the Use Regulation stipulated by the hotel (restricted to particulars deemed necessary in order to avoid causing fires).
2. In cases where the hotel has cancelled the Accommodation Contract in accordance with the preceding paragraph, the hotel shall not be entitled to charge the guest in the future for any services not received during the contractual period.

(Registration)

Article 8.

1. The guest shall register the following particulars at the front desk of the hotel on the day

of accommodation:

- (1) Name, age, sex, address, and occupation of the guest(s);
 - (2) Except for Japanese; nationality, passport number, port, and date of entry into Japan.
 - (3) Date and estimated time of departure date.
 - (4) Other particulars deemed necessary by the hotel.
2. For non-residents of Japan, we ask you to present your passport for photocopying.
 3. In cases where the guest intends to pay his/her Accommodation Charges prescribed in Article 12 by any means other than Japanese currency, such as traveler's checks, coupons, or credit cards, these credentials shall be shown in advance at the time of the registration as prescribed in the preceding paragraph.

(Occupancy Hours of Guest Rooms)

Article 9.

1. The guest is entitled to occupy the contracted guest room of the hotel from 14:00 on the contracted day to noon of the following. When the guest is staying continuously, however, he or she may occupy it for the duration of the day, except for those 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 regular room charge.
 - (2) Up to 6 hours: 50% of the regular room charge.
 - (3) More than 6 hours: Regular room charge in full.

(Observance of use Regulations)

Article 10.

1. The guest shall observe the Use Regulations established by the hotel, which are posted within the hotel premises.

(Business Hours)

Article 11.

1. The business hours of the main facilities, etc. of the hotel are as follows, and those of other facilities, etc. shall be posted in detail in the provided brochures, notices displayed in each place, service directories in guest rooms, and by other means.
 - (1) Service hours for the front desk, cashier's desk, etc.
 - A. Closing time: Open 24 hours.

- B. Front service: Open 24 hours
- C. Exchange service: Open 24 hours
- (2) Service hours (at facilities) for dining, drinking, etc.
 - A. Breakfast: 6:30-10:00
 - B. Lunch: 11:30-14:30
 - C. Dinner: 17:30-21:00 on weekdays
17:00-21:00 on weekends
17:00-21:30 (Kougyoku)
17:00-22:00 (Okura Brewery)
 - D. Other meals, drinks, etc.:
6:30-22:00 (Room Service)
on weekdays 17:00-23:00/on weekends & holidays 14:00-23:00
(Lounge & Bar HAKATAGAWA)
※Last orders are taken 30 minutes before the closing dinner time.
- (3) Service hours of auxiliary facilities
 - A. Health Club: 08:00-20:00 (closed on the last day of every month, except December/27th-30th June)
- 2. The business hours specified in the preceding paragraph are subject to temporary hotel changes due to unavoidable causes of the hotel. In such cases, the guest shall be informed by appropriate means.

(Payment of Accommodation Charges)

Article 12.

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 traveler's checks, coupons, or credit cards recognized by the hotel at the front cashier's desk at the time of the departure of the guests or upon request by the hotel.
3. Accommodation Charges shall be paid even if the guest voluntarily does not utilize the accommodation facilities at his/her disposal provided by the hotel.

(Liabilities of the Hotel)

Article 13.

1. The hotel shall compensate the guest for any damage if the hotel has caused such damage to the guest in the fulfillment or non-fulfillment of the Accommodation Contract and/or

related agreements. The same shall not apply, however, in cases where such damage has been caused due to reasons for which the hotel is not liable.

2. The hotel has the necessary Certified Fire Safety Building Indication System in place and has also received the “Mark of Excellence” from the fire department. Furthermore, the hotel is covered by Hotel Liability Insurance in order to help deal with any unforeseen fires or other disasters.

(Handling when unable to Provide Contracted Rooms)

Article 14.

1. The hotel shall, when unable to provide contracted rooms, arrange accommodation of the same standards else-where for the guest insofar as practicable with the consent of the guest.
2. When arrangement of other accommodation cannot be made despite 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. When the hotel cannot provide the accommodation due to causes for which the hotel is not liable, however, the hotel shall not compensate the guest.

(Handling of Deposited Articles)

Article 15.

1. The hotel shall compensate the guest for any damage when loss, breakage, or other damage is caused to the goods, cash, or valuables deposited in the safe at the front cashier’s desk by the guest, except in the event that this has occurred due to other forces outside the hotel’s control.
2. The hotel shall compensate the guest for any damage when loss, breakage, or other damage is caused, through intent or negligence on the part of the hotel, to the goods, cash, or valuables which are brought onto the premises of the hotel by the guest but are not deposited in the safety deposit box in the guest room or at the front cashier’s desk. For articles of which the kind and value has not been reported in advance by the guest, however, the hotel shall compensate the guest within the limits of 150,000yen.

(Custody of baggage and/or Belongings of the Guest)

1. When the guest’s baggage is brought into the hotel before his/her arrival, the hotel shall be liable to keep it only in the event that 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. confirmed, the hotel shall inform the owner of the article left and ask for further

instructions, When no instruction is given to the hotel by the owner or when the ownership is not confirmed, the hotel shall dispose of lost property 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 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.

(Liability in Regard to Parking)

Article 17.

1. The hotel shall not be liable for custody of the guest's vehicle when the guest utilizes 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 to the hotel or not. The hotel, however, shall compensate the guest for the damage caused through intent or negligence on the part of the hotel in regard to the management of the parking lot.

(Liability of the Guest)

Article 18.

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

(Waiver for Computer Communication Services)

Article 19.

1. The guest shall be liable for any use of computer communication services from within the hotel. The hotel cannot be held liable for any possible damage that may be caused by a systems failure or any other reasons damage may occur while the computer communication services are being used. In addition, the guest may be required to compensate the hotel and third parties for any possible damage caused by acts that we judged to be an inappropriate use of our computer communications system.

Attached Table No.1

Calculation method for Accommodation Charges, etc. (Ref. Paragraph 1 of Article 2, Paragraph 2 of Article 3 and Paragraph 1 Article 12)

		Contents	Tax Calculation
Total Amount	Accommodation Charge	① Basic Accommodation Charge (Room Charge)	a. Consumption Tax (①+②) x 10%

to be Paid by To the guest		② Service Charge(① x 10%) ③ Taxes a. Consumption Tax	
	Extra Charge	④ Meals & Drinks and Other Expenses ⑤ Service Charge(④ x 10%) ⑥ Taxes b. Consumption Tax	b. Consumption Tax (④+⑤) x 10%

These charges are subject to change according to revisions of the Tax Laws concerned.

Attached Table No.2

Cancellation Charge for Hotels (Ref Paragraph 2 of Article 6)

Contracted Number of Guests	Individual	Group	
	1 to 14	15 to 99	100 and more
Date when Cancellation of Contract is Notified			
No Show	100%	100%	100%
Accommodation Day	80%	100%	100%
1 Day Prior to Accommodation Day	20%	20%	80%
9 Days Prior to Accommodation Day		10%	20%
20 Days Prior to Accommodation Day			10%

Remarks:

1. The percentage signifies the rate of the cancellation charge according to the Basic Accommodation Charges.
2. When the number of days contracted is shortened, the cancellation charge for the first day shall be paid by the guest regardless of the number of days shortened.
3. When part of a group booking (for 15 persons or more) is cancelled, the cancellation charge shall not be charged for the number of persons equivalent to 10% of the number of persons

booked as of 10 days prior to the occupancy (when accepted less than 10 days prior to the occupancy, as of the accepted date) with fractions counted as a whole number.