

## TERMS & CONDITIONS FOR HOTEL ACCOMMODATION

### Article 1. Scope of Application

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1. The Accommodation Contract and related contracts to be entered into by the hotel and the guest shall be subject to these Terms and Conditions. Any matters not provided herein shall be governed by the law and regulations (the law or regulations based on the law. The same shall apply to the following articles) as well as generally established customs.
2. When our Hotel has agreed to conclude a Special Contract that does not conflict with ordinance and established practices, the said Special Contract shall prevail.

### Article 2. Application for an Accommodation Contract

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1. The Guest who intends to apply to our Hotel for an Accommodation Contract will be required to provide our Hotel with the following particulars:
  - (1) Name(s) of Guest(s) to be registered and telephone number
  - (2) Date(s) scheduled for overnight stay and estimated time of arrival
  - (3) Accommodation charge (according, in principle, to the basic accommodation charges described in the separate Schedule 1)
  - (4) Any other information considered necessary by our Hotel.
2. In the case that the Guest has requested, during his/her stay, an extension of an overnight stay beyond the date described in the preceding paragraph (2) above, our Hotel shall handle his/her request as a new application for an Accommodation Contract which has been made at the point in time when the said request has been made.

### Article 3. Conclusion, etc. of the Accommodation Contract

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1. The Accommodation Contract shall be considered to have been concluded at the time when our Hotel has accepted the application described in the preceding Article. However, if our Hotel has certified that our Hotel did not accept the said application, this shall not apply.
2. When the Accommodation Contract has been concluded under the provision of the preceding Paragraph, the Application Money payable for the period scheduled for overnight stay as prescribed by our Hotel shall be paid by the date set by us, up to the maximum amount equal to the basic accommodation charge for 3 days in cases where the period scheduled for overnight stay exceeds 3 days.
3. The Application Money shall first be applied to the final payment of the Accommodation Charge payable and when the

circumstances in Article 6 or Article 21 have arisen, to penalties and then to compensation money in this order. If there is any balance left it will be repaid at the time when the Accommodation Charge is paid as provided in Article 13.

4. In the case that the Application Money described in Paragraph 2 of this Article has not been paid by the date set by us as stipulated in the same Paragraph, the Accommodation Contract shall become invalid. However, this will be limited only to the case where our Hotel has notified the Guest to that effect at the time when prescribing the day due for payment of the Application Money.

#### Article 4. Special Contract Requiring Non-Payment of the Application Money

1. Notwithstanding the provision of the preceding Article, Paragraph 2, there are cases where our Hotel may accept a Special Contract which does not require payment of the Application Money specified in the said Paragraph after the conclusion of the Contract.
2. When accepting an application for an Accommodation Contract, in the case that our Hotel fails to request payment of the Application Money specified in the preceding Article, Paragraph 2, and/or in the case that it fails to prescribe the due date for payment of the said Application Money, the Special Contract described in the preceding Paragraph shall be considered to have been accepted.

#### Article 4-2. (Request for Cooperation in Infection Prevention Measures at the Facility)

The hotel may request cooperation from those seeking accommodation in accordance with the provision in Article 4-2, paragraph (1) of the Hotel Business Act (Act No. 138 of 1948).

#### Article 5. Refusal of the Conclusion of the Accommodation Contract

1. The following are cases where our Hotel will not accept the conclusion of the Accommodation Contract. However, this paragraph does not mean the hotel may refuse to provide accommodation in cases other than those listed in Article 5 of the Hotel Business Act.
  - (1) When application for accommodation is not based on this Contract.
  - (2) When there is no room available due to full occupancy.
  - (3) When the Guest seeking accommodation is considered likely to behave in violation of the provision of the ordinance, public order or good public morals.
  - (4) When a guest seeking to apply for accommodation is considered to be one of any of the following groups listed from (a) through to (c)
    - (a) A designated organized crime group as described in Article 2, Paragraph 2 of the "Act on Prevention of Unjust Acts by Organized Crime Group Members" (Act No. 77 of 1991), a member of an organized crime group as described in Article 2, Paragraph 6 of the same law, an associate member of an organized crime group, a related party or any

other anti-social forces.

- (b) A corporate body or other organization under the control of an organized crime group or its members.
  - (c) A corporate body with a board member who is a member of an organized crime group.
- (5) When the person who seeks to apply for accommodation commits words or actions that cause extreme duress for other guests.
  - (6) When the person seeking accommodation is suffering from specific infectious disease(s) (hereinafter called "Patient Suffering from Specified Infectious Disease(s)") provided in Article 4-2, paragraph (1), item (ii) of the Hotel Business Act.
  - (7) When a demand is made in a violent manner or a burden exceeding a reasonable scope is asked to bear with regard to accommodation. (However, this excludes cases where the person seeking accommodation requests the removal of social barriers pursuant to 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 called "Disability Discrimination Elimination Act").
  - (8) When the person seeking accommodation makes repeated requests provided in Article 5-6 of the Hotel Business Law Enforcement Regulations to the hotel that would impose an excessive burden and significantly hinder the provision of accommodation services to other guests.
  - (9) When an act of God, trouble or facilities or other unavoidable causes prevent the Guest from staying at our Hotel.
  - (10) When the person who seeks to apply for accommodation is considered to be heavily intoxicated, or whose words or actions are extremely abnormal, and considered likely to be a nuisance to other guests, or when the person's words and actions cause a nuisance to other guests, or when prefectural ordinances apply.
  - (11) When the person who seeks to apply for accommodation is of extremely disheveled appearance or wearing inappropriate clothing which is considered likely to cause a nuisance to other guests.

## Article 5-2. (Explanation of Refusal to Conclude Accommodation Contract)

In the event that the hotel refuses to enter into an accommodation contract in accordance with the preceding article, the person seeking accommodation may request an explanation for the reasons of the refusal.

## Article 6. The Guest's Right to Cancel the Contract

1. The Guest may request our Hotel to cancel the Accommodation Contract.
2. In the case that the Guest has cancelled the Accommodation Contract in whole or in part due to causes attributable to him/her (which is the case when our Hotel has requested payment of the Application Money by prescribing the date due for such payment under the provision of Article 3, Paragraph 2, except in the case when the Guest has cancelled the Accommodation

Contract prior to such payment), payment of penalties shall be required as specified in the separate Schedule 2. However, in the case that our Hotel has accepted a Special Contract described in Article 4, Paragraph 1, this provision shall be applied only to the case where our Hotel has notified the Guest of his/her responsibility to pay a penalty for cancellation of the Contract when accepting the Special Contract.

3. In the case that the Guest does not arrive by 10 p.m. on the day of an overnight stay without informing our Hotel of a delay (or after the lapse of 2 hours past the scheduled time of arrival if indicated by the Guest beforehand), the Accommodation Contract concerned may be considered to have been cancelled by the Guest and will be handled accordingly.

## Article 7. The Right of Our Hotel to Cancel the Contract

1. The following are cases where our Hotel may cancel the Accommodation Contract. However, this paragraph does not mean the hotel may refuse to provide accommodation in cases other than those listed in Article 5 of the Hotel Business Act.
  - (1) When the guest is considered likely to behave in violation of the provisions of the ordinance, public order or good public morals, or he/she is considered to have behaved in such a manner.
  - (2) When the guest is considered to be one of the following from (a) through to (c):
    - (a) An organized crime group, a member of an organized crime group, an associate of an organized crime group, relevant party, or any other anti-social forces.
    - (b) A corporate body or other organization under the control of an organized crime group or its members.
    - (c) A corporate body with a board member who is a member of an organized crime group.
  - (3) When the Guest commits words or actions that cause extreme duress for other guests.
  - (4) When the guest is a Patient Suffering from Specified Infectious Disease(s).
  - (5) When a demand is made in a violent manner or a burden exceeding a reasonable scope is asked to bear with regard to accommodation.(Excludes cases where the guest requests the removal of social barriers pursuant to the provisions of Article 7, paragraph (2) or Article 8, paragraph (2) of the Act for Eliminating Discrimination against Persons with Disabilities.)
  - (6) When the guest makes repeated requests provided in Article 5-6 of the Hotel Business Law Enforcement Regulations to the hotel that would impose an excessive burden and significantly hinder the provision of accommodation services to other guests.
  - (7) When an act of God, trouble with facilities, or other unavoidable causes prevent the Guest from staying at our Hotel.
  - (8) When the Guest is considered to be heavily intoxicated, or whose words or actions are extremely abnormal, and considered likely to be a nuisance to other guests, or when the person's words and actions cause a nuisance to other guests, or when prefectural ordinances apply.

- (9) When the Guest smokes in bed or vandalizes fire protection facilities, or does not comply with the matters prohibited by our Hotel (limited only to those matters necessary for fire prevention) among the rules of use prescribed by our Hotel.
2. In cases where our Hotel has cancelled the Accommodation Contract in accordance with the provision of the preceding Paragraph, charges for accommodation service, etc. which have not yet been offered to the Guest shall not be receivable.

## Article 7-2. (Explanation of Cancellation of Accommodation Contract)

In the event that the hotel cancels the accommodation contract in accordance with the preceding article, the guest may request an explanation for the reasons of the cancellation.

## Article 8. Registration of Accommodation

1. The Guest will be required to register the following particulars at the front desk of our Hotel:
  - (1) Name, address, and other contact information of the guest
  - (2) Nationality and the passport number of foreigners who do not reside in Japan
  - (3) Other particulars considered necessary by our Hotel.
2. In the case that the Guest intends to pay the charges described in Article 13 by using such means in place of currency such as travellers cheque, accommodation coupons, credit card, etc., he/she will be required to show them at the time of registration described in the preceding Paragraph.

## Article 9. Time Allowed for Use of the Guest room

1. The time allowed for the Guest to use the guest room of our Hotel shall be from 2:00 p.m. until 11:00 a.m. of the following morning. However, when the Guest stays for more than one night in succession, the Guest may use the guest room all day except the day of arrival and the day of departure.
2. Notwithstanding the provision of the preceding Paragraph, there are cases where our Hotel may accept the use of the guest room in hours other than those specified in the preceding Paragraph, in which case an additional charge will be payable as specified below.
  - (1) Up until 2 p.m., 30% of the basic accommodation charges.
  - (2) Up until 5 p.m., 50% of the basic accommodation charges.
  - (3) After 5 p.m., 100% of the basic accommodation charges.

## Article 10. Compliance with the Rules of Use of the Hotel

While staying in our Hotel, the Guest will be required to comply with the Rules of use posted inside our Hotel as prescribed by us.

## Article 11. (Prohibited Acts)

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1. Guests shall not engage in the following acts, either on their own or through the use of a third party.
  - (1) Registering or providing false information when staying at the hotel
  - (2) Using fraudulent payment methods such as stolen credit cards when staying at the hotel
  - (3) Unauthorized acquisition or use of Sotetsu Hotels membership benefits or personal information belonging to a third party
  - (4) Using the hotel for business purposes without permission from the hotel
  - (5) Mass booking followed by mass cancellation or any similar acts
  - (6) Repeatedly making and canceling bookings without a justifiable reason, or any similar acts
  - (7) Impersonating the hotel or the hotel group, or any act that could be mistaken for such
  - (8) Unauthorized access of systems or computers or any similar acts
  - (9) Sending or uploading harmful computer programs or any similar acts
  - (10) Removal, defacing, or destroying equipment within the hotel facilities, or any similar acts
  - (11) Obstruction of business or damaging the reputation or brand of the hotel or hotel group by making demands that exceed socially acceptable norms, or slandering, defaming, threatening, or harassing the Hotel or its staff or posting inflammatory remarks on social networking sites, or any similar acts
  - (12) Violence, threats, extortion, or other coercive and unreasonable demands against the hotel or its staff
  - (13) Any acts that cause or risk causing inconvenience, damage, or disadvantage to other guests, third parties, the hotel, or the hotel group
  - (14) Any acts that infringe or risk infringing on the copyrights, trademarks, or other intellectual property rights, privacy rights, personal rights, or any other rights of other guests, third parties, the hotel, or the hotel group
  - (15) Acts that violate or risk violating public order or law, or any criminal acts
  - (16) Displaying the power of an organized crime group or acts of aiding and abetting an organized crime group
  - (17) Violation of any other provisions of these Terms and Conditions
  - (18) Violation of any other rules in the Hotel Rules and Regulations
  - (19) Any other acts deemed inappropriate by the hotel

2. The hotel shall be entitled to claim compensation from the guest for any damages incurred as a result of the acts in the preceding paragraph.

## Article 12. Business Hours

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1. The business hours of the main facilities, etc. of the Hotel are as follows, and those of our other facilities, etc. shall be notified in detail by pamphlets as provided, notices displayed in each location, service directories in guest rooms and others.
  - (1) Service hours for the Front desk / Cashier, etc.
    - (a) Lobby, Main entrance 24 hours
    - (b) Front desk 24 hours
    - (c) Cashier 24 hours
  - (2) Service hours for dining and drinking:[here](#)
2. The business hours specified in the preceding paragraph are subject to temporary changes due to unavoidable causes. In such cases, the Guest shall be informed by appropriate means.

## Article 13. Payment of Charges

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1. The breakdown of the accommodation charge, etc. payable by the Guest shall be as listed in the separate Schedule 1.
2. Payment of the accommodation charge, etc. described in the preceding Paragraph shall be made in currency or by other means acceptable by our Hotel, such as travellers cheque, accommodation coupon, credit card, etc., at the front desk at the time when the Guest departs from our Hotel or is charged by our Hotel.
3. In the case that the Guest has not stayed at our Hotel at his/her discretion even after we have offered the guest room to the Guest and made it available for him/her to use, the accommodation charge will still be charged.

## Article 14. Responsibility of our Hotel

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1. In the case that we have inflicted damage on the Guest in the course of fulfilling the Accommodation Contract and related Contracts, or in case of a breach of these Contracts, we shall compensate for the said damage. However, this shall not apply if said damage has been due to a cause not attributable to us.
2. Our Hotel shall carry out maintenance of disaster prevention facility equipment, and shall also be covered by Hotel Liability Insurance to cope with emergencies in the case of fire, etc.

## Article 15. Handling of Situations where the Guest Room Contracted is Not Available

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1. Should the guest room contracted for the Guest under the Accommodation Contract become unavailable for him/her, our Hotel

shall try to offer accommodation facilities under the same conditions as the original Accommodation Contract as far as possible, subject to the consent of the Guest concerned.

2. Notwithstanding the provision of the preceding Paragraph, in cases where we are unable to offer other accommodation facilities to the Guest, we shall pay to him/her a compensation charge equivalent to a penalty, which will be applied to the amount of the compensable damage. However, in cases where there is no cause attributable to us for not being able to offer the guest room, we shall not pay the compensation charge.

## Article 16. Handling of Checked Articles, etc.

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1. When the articles, cash and/or valuables checked by the Guest at the front desk have been lost or damaged, our Hotel shall compensate for the damage unless the loss or damage has been caused by force de majeure. However, in the case of cash or valuables, if the Guest cannot clearly report the kind and value of such cash and valuables at our request, we shall compensate for the damage up to a maximum amount of 150,000 yen.
2. When the Guest has brought into our Hotel articles, cash and/or valuables but has not checked them at the front desk, we shall compensate for any loss or damage inflicted on them if caused intentionally or negligently on our part. However, if the Guest has not clearly reported to us beforehand the kind and value of such items lost or damaged, we shall compensate for the loss or damage up to a maximum amount of 150,000 yen unless we are intentionally or negligently responsible for such loss or damage.

## Article 17. Custody of the Baggage or Personal Belongings of the Guest

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1. When the baggage of the Guest has arrived at our Hotel prior to his/her arrival, our Hotel will keep it subject to our agreement given prior to its arrival, and will hand it to the Guest at the time when he/she checks in at the front desk.
2. In the case that the baggage or personal belongings of the Guest are found misplaced after he/she has checked out, as a rule, our Hotel shall wait for contact from the owner of such items to seek his/her instructions. However, when there are no instructions from the owner, or the owner has not been identified, valuables and items containing personal information will be delivered to the nearest police station after 7 days have elapsed from when they have been found, and other items will be disposed of after 3 months have elapsed. However, perishable goods such as foods and drinks, cigarettes and magazines etc., shall be disposed of immediately.
3. Our hotel reserves the right to inspect the contents of any left luggage or personal belongings in order to ensure their proper disposal.
4. The responsibility of the hotel for the custody of the customer's baggage or personal effects in the case of the preceding paragraphs shall, in the case of paragraph 1, conform to the provisions of paragraph 1 of the preceding article and, in the case of paragraphs 2 and 3, to the provisions of paragraph 2 of the same article.

## Article 18. Cleaning of the Rooms

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1. When the Guest uses the same room continuously for more than two days, in principle said room shall be cleaned every day.

2. Regardless of whether an indication from the Guest has been received that cleaning is unnecessary or not, cleaning will be carried out once every 3 days to maintain hygienic standards. However, in the case that our Hotel considers it necessary, cleaning of the rooms may be carried out at any time.
3. The cleaning of the rooms as described in the preceding Paragraph may not be refused by the Guest.

## Article 19. Regarding the usage of Computer communications

1. The user shall assume responsibility for the usage of computer communications within our Hotel. Our Hotel accepts no responsibility for cases where the user suffers any loss or damage resulting from system crashes or service dropouts.
2. If the activities involving the usage of computer communications are considered to be inappropriate by our Hotel, including cases where we anticipate damages to our Hotel or a third party, or where said damage has occurred, we will request the suspension of the usage of the relevant services, and seek compensation for any damages caused.

## Article 20. Responsibility for Parking

When the Guest uses the parking area of our Hotel, our Hotel only lends the parking area and does not assume responsibility for care and custody of the vehicle parked, regardless of whether or not our Hotel has been asked to keep the key to the vehicle. However, our Hotel shall be liable for compensation if and when the vehicle parked is damaged intentionally or negligently by us while managing the parking area.

## Article 21. Responsibility of the Guest

In the case that our Hotel has suffered damages due to the intention or fault of the Guest, the Guest will be required to compensate our Hotel for the said damages.

## Article 22. Governing Law and Court of Jurisdiction

This Accommodation Contract entered into by the Guest and our Hotel is governed by Japanese Law, and is under the jurisdiction of the regional court that has jurisdiction over the area in which our Hotel is located.

## Article 23. Changes to the Agreement

1. These Terms and Conditions are subject to change without notice. Check the official website for the latest information.
2. Use of the hotel by the guest after changes to these Terms and Conditions constitutes consent to the amended agreement.
3. Notwithstanding the preceding paragraph, the provisions prior to the change shall apply to accommodation agreements concluded prior to the change of these Terms and Conditions.

## Article 24. Severability

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1. Even when a portion of these Terms and Conditions or other Rules is deemed legally invalid, the remaining provisions shall remain valid.
2. Even when a portion of these Terms and Conditions or other Rules is deemed invalid or revoked in relation to a particular guest, the Terms and Conditions and other Rules shall remain valid for all other guests.

## Article 25. Preferred Language

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The Japanese version of these Terms and Conditions and other Rules shall be the original document. Even when translations are provided to guests for reference, only the original Japanese document shall be contractually valid, and the translated document shall have no validity whatsoever.

## Article 26. Good Faith Negotiation

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The hotel and guest shall negotiate in good faith to resolve any problems arising in connection with use of the hotel that cannot be resolved under these Terms and Conditions.

## Attached Table 1 Breakdown of the Accommodation charges and other charges

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|--------------|--|
| Basic rate   | ① Basic Accommodation Charge (Room Charge)       |
| Extra Charge | ② Food and beverage cost and other usage charges |
| Tax          | ③ Various taxes                                  |

The total payment amount will be the total of ① to ③.

## Attached Table 2 Cancellation Charge

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| Number of guests ¥ Cancellation date |                    | No-show | Same day | 1 day prior | 6 day prior | 20 day prior |
|--------------------------------------|--------------------|---------|----------|-------------|-------------|--------------|
| General                              | Up to 14 people    | 100%    | 80%      | 20%         | —           | —            |
| Group                                | 15 to 99 people    | 100%    | 80%      | 40%         | 20%         | 10%          |
|                                      | 100 people or more | 100%    | 100%     | 80%         | 30%         | 10%          |

In the event of cancellation of contract for a part of a group of guests (15 people or more), cancellation fee shall not be charged for the number of guests equivalent to 10% (rounded up to the nearest whole number) of the number of guests staying at the hotel seven (7) days prior to the stay (date of acceptance of request in case the request is accepted after said date).