

Terms and Conditions for Accommodation Contracts

【Scope of Application】

Article 1 Contracts for Accommodation and related agreements (including special contracts for day use, etc. here in after collectively referred to as "Accommodation", "Accommodation Contracts") to be entered into between this Hotel and the Guest (refers to all Guests using a guest room at the Hotel) 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 when the Hotel has entered into a special contract with the Guest insofar as such special contract does not violate laws and regulations and 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 A Guest who intends to make an application for an Accommodation Contract with the Hotel shall notify the Hotel of following particulars:

- (1) Name (s) of the Guest (s) :
- (2) Date of accommodation and estimated time of arrival:
- (3) Room Type and Accommodation Fees, etc.
- (4) Other particulars deemed necessary by the Hotel,

2. In the case when the Guest requires, during his/her stay, extension of 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 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 when 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 Accommodation Fees, etc. on the first day of his/her

stay as Contract is concluded according to the previous Article.

However, in case of incidents as defined by Article 6 and/or 17, penalty shall be first used, then secondly the compensation shall be appropriated and the remainder, if any, shall be returned to the Guest.

3. When the Guest has failed to pay Accommodation Fees, etc. by the date as the Hotel settled, the Hotel shall treat the Accommodation Contract as invalid.

【Special Contracts for Accommodation Fee of the Day of Stay】

Article 4 Notwithstanding the provisions of Article 3.2. , the Hotel may enter into a special contract on payment Accommodation Fees, etc. of the days of stay (fundamental action).

【Refusal of Accommodation Contracts】

Article 5 The Hotel may not accept the conclusion of an Accommodation Contract under any of the following cases;

(1) When the application for accommodation does not conform with the provisions of these Terms and Conditions;

(2) When no room is available due to no vacancy;

(3) When the Guest seeking accommodation is deemed liable to conduct himself in a manner that will contravene the laws or act against the public order or good morals in regard to his/her accommodation;

(4) When the Guest seeking accommodation is deemed to be a member

of or be linked to a crime syndicate, organized crime groups or any antisocial organizations.

(5) When the Guest seeking accommodation can be detected as a corporation or other groups of which business activities are under control of a crime syndicate or organized crime groups.

(6) When the Guest seeking accommodation is a corporate company which its director is proven to be a member of an organized crime syndicate.

(7) When the Guest seeking accommodation behaves in a manner so as to cause significant inconvenience to other Guests.

(8) When the Guest seeking accommodation has used violence in making demands of the accommodation facilities or its employees,

or has requested the Hotel to assume an unreasonable burden.

(9) When it is feared that the Guest seeking accommodation is notably filthy or wears unkempt attire that may disturb other guests of the Hotel.

(10) When it is proven that the Guest seeking accommodation has no financial ability to compensate for the services.

(11) When the Guest seeking accommodation can be clearly detected as carrying an infectious disease;

(12) When the Hotel receives violent demands and/or is requested to assume an unreasonable burden in regard to his/her accommodation;

(13) When the Hotel is unable to provide accommodation due to natural calamities, dysfunction of the facilities and/or other unavoidable causes.

【Guest's Right Cancellation】

Article 6 The Guest is entitled to cancel the Accommodation Contract by so notifying the Hotel,

2. In the case when the Guest has canceled the Accommodation Contract in whole or in part due to causes for which the Guest is liable, the Guest shall pay cancellation charges as listed in Chart 2. However, in the case when a special contract as prescribed in Article 4 has been concluded, the same shall apply only when the Guest is informed of obligation of the payment of the penalty in case of cancellation by the Guest.

3. In the case when the Guest does not appear by 8:00 p.m. of the accommodation date (2 hours after the expected time of arrival if the Hotel notified of it) without an advance notice, the Hotel may regard the Accommodation Contract as being canceled by the Guest.

【Hotel's Rights of Cancellation of Contracts】

Article 7 The Hotel may cancel the Accommodation Contract under any of the following cases;

(1) When the Guest is deemed liable to conduct and/or have conducted himself/herself in a manner that will contravene the laws or act against the public order or good morals in regard to his/her accommodation;

(2) When the Hotel is unable to provide accommodation due to natural calamities and/or other unavoidable causes.

(3) When the Guest is deemed to be a member of or be linked to a crime syndicate, organized crime group or any antisocial organizations.

(4) When a corporate company or an organization is detected to be under control of a crime syndicate or organized crime group(s) in its business activities.

(5) When a corporate company or an organization is proven to employ a director who is a member of an organized crime syndicate.

(6) When the Guest behaves in a manner so as to cause significant inconvenience to other Guests.

(7) When the Guest has used violence in making demands of the accommodation facilities or its employees, or has requested the Hotel to assume an unreasonable burden.

(8) When it is feared that the Guest is notably filthy or wears unkempt attire that may disturb other guest of the Hotel.

(9) When it is proven that the Guest has no financial ability to compensate for the services.

(10) When the Guest can be clearly detected as carrying an infectious disease;

(11) When the Hotel receives violent demands and/or is requested to assume an unreasonable burden in regard to his/her accommodation;

(12) When the Guest does not observe prohibited actions such as smoking in areas other than those where smoking is permitted, mischief to the fire-fighting facilities and other prohibitions of the used Regulations stipulated by the Hotel (restricted to particulars deemed necessary in order to avoid the causing of fires) .

2. In the case when the Hotel has canceled the Accommodation Contract in accordance with the preceding Paragraph, the Hotel shall not be entitled to charge the Guest for any of the services in future during the contractual period which he/she has not received.

【Registration】

Article 8 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) For non-Japanese; nationality, passport number, port and date of entry in Japan;

(3) Date and estimated time of departure; and

(4) Other particulars deemed necessary by the Hotel.

2. In case where the Guest is not Japanese national and who does not

hold home address in Japan will be requested to submit a copy of their Passport.

3. In the case where the Guest intends to pay his/her accommodation Charges prescribed in Article 11 by any means other than cash in Japanese currency, such as travelers cheques, coupons or credit card, such means of payment shall be shown in advance at the time of the registration prescribed in Paragraph 1.

【Occupancy Hours of Guest Rooms】

Article 9 The Guest is entitled to occupy the contracted guest room of the Hotel from 3:00 p.m. to 11:00 a.m. in the next morning. However, in the case when the Guest is accommodated continuously, the Guest may occupy it all day long, except for the day 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) Until 2pm: 1,000yen/Room/Extended 1 hour (Tax included)
- (2) After 2pm: Full accommodation fee for the day

However, the Hotel may not accept the application when the rooms are full and there is no vacancy.

3. The Hotel may change the hours of occupancy for inevitable reasons. In that case, the Hotel shall notify the Guest in an appropriate way.

【Observance of the Rules Used by the Hotel】

Article 10 The Guest shall observe the rules used by the Hotel which are posted within the premises of the Hotel.

【Payment of Accommodation Charges】

Article 11 The breakdown of the Accommodation Charges, etc. that the Guest shall pay is as listed in Chart 1.

2. Accommodation Fees, 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 cheques, coupons or credit cards accepted by the Hotel at the front desk no later than the day of accommodation.

3. Accommodation Charges shall be paid even if the Guest voluntarily does not utilize the accommodation facilities which have been provided

for him/her by the Hotel and are at his/her disposal.

【Liabilities of the Hotel】

Article 12 The Hotel shall compensate the Guest for the damage if the Hotel has caused such damage to the Guest in the fulfillment or the nonfulfillment of the Accommodation Contract. However, the same shall not apply in cases when such damage has been caused due to reasons for which the Hotel is not liable.

2. The Hotel is covered by the Hotel Liability Insurance in order to deal with unexpected fire and/or other disasters.

【Handling When Unable to Provide Contracted Rooms】

Article 13 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 accommodation can not be made notwithstanding the provisions of the preceding Paragraph, the Hotel shall pay the Guest a compensation equivalent to the penalty and the compensation fee shall be applied to the reparations. However, when the Hotel cannot provide accommodation due to the causes for which the Hotel is not liable, the Hotel shall not compensate the Guest.

【Handling of Deposits】

Article 14 The Hotel shall compensate the Guest for the damage when loss, breakage or other damage is caused to the 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 its kind and value but the Guest has failed to do so, the Hotel shall compensate the Guest within the limit of 150,000 yen.

2. The Hotel shall compensate the Guest for damages in the event of any loss, breakage or other damage caused, whether intentionally or through negligence on the part of the Hotel to property, cash or valuables brought onto Hotel premises but not deposited at the front desk. However, the limit of said compensation shall be 150,000 yen as stated in the previous Paragraph for items for which the price, nature and value, etc. has not been reported to the Hotel with the exception of

damages caused intentionally or through negligence on the part of the Hotel.

【Custody of Baggage and/or Belongings of the Guest】

Article 15 When the baggage of the Guest is brought into the Hotel before his/her arrival, the hotel shall be liable to keep it only in the case when such a request has been accepted by the Hotel in advance. The baggage shall 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 is found left behind after his/her check-out, the Hotel shall wait for his/her inquiry to ask for his/her instructions in principle. When the Guest does not make any inquiry or instruction, the baggage or belongings will be discarded after 1 month from the detection (the day of the detection in the case of food, beverage, cigarettes or magazines) .

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 of this Article should be treated accordingly with Paragraph 1 of the previous 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 16 The Hotel shall not be liable for the custody of the vehicle of the Guest when the Guest utilizes the parking lot within the premises of the Hotel, as it shall be regarded that Hotel simply offers the space for parking. However, the Hotel shall compensate the Guest for the damage caused through intention or negligence on the part of the Hotel in regard to the management of the parking lot.

【Liability of the Guest】

Article 17 In the case when the Hotel is damage by the Guest's intention or fault, the Guest must pay compensation to the Hotel.

【Observance of HOTEL INTERNET COMMUNICATION TERMS OF USE】

Article 18 The Guest shall observe "HOTEL INTERNET COMMUNICATION TERMS OF USE" which are posted within the premises of the Hotel.

【Collection of Personal Information】

Article 19 Personal information collected by the Hotel in connection with an accommodation contract shall be handled appropriately in accordance with the Hotel Privacy Policy.

【Governing Language】

Article 20 These terms are provided in both Japanese and English. In case of a discrepancy between the Japanese and the English, the Japanese version will take precedence.

【Changes to Terms and Conditions】

Article 21 In the event of any of the following, the Hotel shall reserve the right to change these Terms and Conditions by posting changed content and the date any such changes come into effect on the Hotel website. Further, when necessary, the Hotel may use other means deemed appropriate to notify Guests, etc.

(1) When changes are in the general interest of the Guest

(2) When changes do not contravene the objective of transactions pertaining to these Terms and Conditions and when said changes are deemed reasonable based on the necessity of said changes, the suitability of the content following said changes and any other surrounding circumstances.

Chart 1

Breakdown of Accommodation Charge (relating to Article 2.1, 11.1)

		Itemization
Total Amount of Accommodation Charge (Accommodation Fees, etc.)	Accommodation Fee	①Basic Accommodation fee (Room Charge)
	Additional fee	②Food and Beverage ③Other Services Charge
	Taxes	④Taxes Including Consumption Tax, etc.

Remarks

- 1.Those charges are subject to change to revisions of the Laws concerned.
2. Accommodation Fees, etc. may change.

Chart 2

Penalty (relating to Article 6.2.)

Date of Cancellation

Number of guests	Cancellation date			
	1 to 9 persons	–	The day before :20%	On the Day of Accommodate: 100%
10 persons or more	30 to 8 days before :10%	7 days to the day before :20%	On the Day of Accommodate: 100%	No-show: 100%

1. The percentage is the ratio of penalty to the accommodation fee. This shall not apply to all Hotel plan. Please check with the Hotel.
2. When the days defined in contracts is shortened, the Hotel will collect a penalty equivalent to one day accommodation (same amount of its first day of accommodation) , regardless the number of days shortened.
3. Separate penalty may be charged for certain days specified by the Hotel.

RULES AND REGULATIONS

In order to assure the maximum comfort and safety of all guests, we ask for your cooperation in observing the following rules and regulations in accordance with the **"Terms and Conditions for Accommodation Contracts, Article 10"**

1. The use of any electrical appliances (such as hot plates, etc) , other than those provided by this hotel, is not permitted.
2. Please refrain from smoking in areas other than those permitted within the Hotel. Further, smoking in bed or other places where fires are likely to occur is not permitted.
3. The following articles may not be brought into the hotel:
 - (a) Animals, birds, etc.
 - (b) Articles with offensive odors.
 - (c) Explosive and flammable items, such as gunpowder, volatile oils or any other dangerous items.
 - (d) Illegally owned guns and swords.
 - (e) Excessive amounts of luggage, etc.
 - (f) Any other items for which possession is prohibited by law.
4. Creating a disturbance which annoys other guests and gambling are not permitted in the hotel.
5. Meeting with visitors is not permitted in guestrooms.
6. The lobby, or the guestrooms are not to be used as showrooms or as business offices.
7. Distributing advertising materials to other guests in the hotel is not permitted.
8. Rules Regarding Equipment and Fixtures on the Premises:
 - (a) Not to use equipment and fixtures for purposes other than intended.
 - (b) Not to take equipment or fixtures out of the hotel.
 - (c) Not to remove equipment or fixtures from where they are.
9. Please refrain from leaving your guest room wearing nightwear or slippers, etc.
10. Please refrain from any use of the Guest room that violates public order and morality.

HOTEL INTERNET COMMUNICATION TERMS OF USE

Nippon Hotel Co., Ltd. ("company") has established the following terms of use ("these terms") for our customers ("customers") who use wired and/or wireless Internet connection ("service"), including shared Wi-Fi for JR hotel members, at hotels which company operates ("facilities").

By using the service, you indicate your acceptance of these terms.

■ Equipment, Peripherals and Software

- Customers are responsible for the preparation of any and all communication equipment, peripherals, software, and security measures, etc. ("equipment") necessary to use service, and any associated costs for such preparation should be borne by customers. Company does not warrant the performance of equipment.

■ Disclaimers

- Company shall not be liable for unavailability and/or interruption of service, and any damage or trouble incurred to customer relating to service unless it is caused by company's intentional act or gross negligence.
- Customers shall be liable for any damage incurred to company and/or any third party caused by customers' violation of these terms, in which case, the customers shall assume any and all responsibility and cost, and hold company harmless against any claim.

■ Prohibited acts

- Customers shall not conduct any of the following acts using service. If customers commit any of the following acts, company may suspend or terminate usage of service without prior notice.

1. Any acts that violate or may violate any rights of a third party or company;
2. Any acts that are against, or may be against public order and morals;
3. Election campaign or any acts similar thereto;
4. Any acts that relate to sexual entertainment or missionary work;
5. Commercial use of service itself such as resale or rental of service;
6. Mass-emailing advertising, and/or any transmission of promotional or other solicitation materials to company and/or any third party;
7. Interference with the receipt of emails intended for company and/or any third party;

8. Impersonating any third party during the use of or by means of service;
9. Using or providing any harmful programs, etc., through or in relation to service;
10. Any acts that cause damage, loss or disadvantage to company or any third party;
11. Any acts that interfere with service;
12. Any acts that interrupt operation of the service;
13. Any acts that violate or may violate laws or regulations;
14. Any other acts that company determines as being inappropriate.

■ Description of Service, etc.

- Company may suspend or terminate service without prior notice, when company determines such suspension or termination is necessary due to operational or any other reason.
- Company does not warrant the safety of service While service is designed to ensure necessary security.
- VPN connections may be unavailable with some VPN software.
- Company may restrict the access of any website, which it determines is not desirable to be accessed through service.

■ General Provisions

- These terms may be amended or abolished without prior notice. When any amendments are made to these terms, the details and effective date will be posted on our website or other means.
- These terms are governed by the laws of Japan.
- Any dispute between company and customers in relation to service shall be settled by mutual consultation between both parties in good faith. If the dispute is not settled among parties, the Tokyo District Court or Tokyo Summary Court shall have exclusive jurisdiction in the first instance.