

Terms and Conditions for Accommodation Contracts

Scope of Application

Article 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 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/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. 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 case when the Guest requests, during his/her stay, an extension of accommodation beyond the date(s) in subparagraph (2) of the preceding paragraph, it shall be regarded as an application for a new Accommodation Contract at the time such a 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 where it has been proved 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 (3 days 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, and the remainder, if any, shall be refunded at the time of the payment of the Accommodation Charges as stipulated 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. However, the same shall apply only in the case where the Guest is thus informed by the Hotel where the period of payment of the deposit is specified.

Special Contracts Requiring No Accommodation Deposit

Article 4. 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 the payment of the deposit at the time the application for an Accommodation Contract has been accepted, it shall be treated as that the Hotel has accepted a special contract prescribed in the preceding paragraph.

Refusal of Accommodation Contracts

Article 5. 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 with the provisions of these Terms and Conditions;
 - (2) When the Hotel is fully booked and no room is available;
 - (3) When the Guest seeking accommodation is deemed liable to conduct 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;
 - (4) When the Guest seeking accommodation can be clearly detected to be carrying an infectious disease;
 - (5) When the Hotel is requested to assume an unreasonable burden in regard to the Guest's accommodation;
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(6) When the Hotel is unable to provide accommodation due to natural calamities, malfunction of the facilities and/or other unavoidable causes; or

(7) When the Guest seeking accommodation is deemed liable to cause significant annoyance to other guests due to intoxication or other causes or when the Guest behaves in such a manner as to be an annoyance to other guests. (Based on the provisions of Article 17 of the Enforcement Ordinance for the Fukuoka Prefectural Hotel Business Law.)

2. The Hotel shall not accept the conclusion of an Accommodation Contract under any of the following cases:

(1) When the Guest seeking accommodation is detected as a member of an organized crime syndicate stipulated in the “Law Concerning Prevention of Unjust Acts by Boryokudan Members”;

(2) When the Guest seeking accommodation is detected to be closely linked to an organized crime syndicate or a member of such stipulated in the same Law; or

(3) When the Guest seeking accommodation is detected to be a member belonging to any corporation or association that is closely linked to an organized crime syndicate or a member of such stipulated in the same Law.

Right to Cancel Accommodation Contracts by the Guest

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

2. In the case 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 case where the Hotel has requested the 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. However, in the case when a special contract as prescribed in paragraph 1 of Article 4 has been concluded, the same shall apply only when the Guest is informed of the obligation of the payment of the cancellation charges in case of cancellation by the Guest.

3. In the case where the Guest does not appear by 8 p.m. on the accommodation date (or 2 hours after the expected time of arrival if the Hotel has been notified of it) without an advance notice, the Hotel may regard the Accommodation Contract as being cancelled by the Guest.

Right to Cancel Accommodation Contracts by the Hotel

Article 7. The Hotel may cancel the Accommodation Contract under any of the following circumstances:

(1) When the Guest is deemed liable to conduct and/or has 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 Guest can be clearly detected to be carrying an infectious disease;

(3) When the Hotel is requested to assume an unreasonable burden in regard to the Guest's accommodation;

(4) When the Hotel is unable to provide accommodation due to natural calamities and/or other causes of force majeure;

(5) When the Guest seeking accommodation is deemed liable to cause significant annoyance to other guests due to intoxication or other causes or when the Guest behaves in such a manner as to be an annoyance to other guests. (Based on the provisions of Article 17 of the Enforcement Ordinance for the Fukuoka Prefectural Hotel Business Law); or

(6) When the Guest does not observe prohibited actions such as smoking in bed, mischief to the fire-fighting facilities and other prohibitions of the House Regulations stipulated by the Hotel.

2. The Hotel shall cancel the Accommodation Contract under any of the following cases:

(1) When the Guest seeking accommodation or the Guest is detected as a member of an organized crime syndicate stipulated in the “Law Concerning Prevention of Unjust Acts by Boryokudan Members”;

(2) When the Guest seeking accommodation or the Guest is detected to be closely linked to an organized crime syndicate or a member of such stipulated in the same Law; or

(3) When the Guest seeking accommodation or the Guest is detected to be a member belonging to any corporation or association that is closely linked to an organized crime syndicate or a member of such stipulated in the same Law.

3. In the case when the Hotel has cancelled the Accommodation Contract in accordance with the preceding two paragraphs, the Hotel shall not be entitled to charge the Guest for any services which he/she has not received.

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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) Except 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 the case when the Guest intends to pay his/her Accommodation Charges as prescribed in Article 12 by any means other than currency such as traveler's cheques, coupons, or credit cards, such means of payment shall be shown in advance at the time of the registration prescribed in the preceding paragraph.

Occupancy Hours of Guest Rooms

Article 9. The Guest is entitled to occupy the contracted guest room of the Hotel from 2 p.m. to the next noon. However, in the case when the Guest is accommodated continuously, he/she may occupy it all day long, except for the days 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 room charge;
- (2) Up to 6 hours: 50 % of the room charge;
- (3) More than 6 hours: 100 % of the room charge.

Observance of House Regulations

Article 10. The Guest shall observe the House Regulations established by the Hotel which are presented within the premises of the Hotel.

Payment of Accommodation Charges

Article 11. 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 currency or by means other than currency such as traveler's cheques, coupons or credit cards recognized by the Hotel at the front desk at the time of the Guest's departure, or upon request by the Hotel.

3. Accommodation Charges shall be paid even if the Guest voluntarily does not utilize the accommodation facilities once such facilities have been made available to him/her by the Hotel.

Liabilities of the Hotel

Article 12. The Hotel shall compensate the Guest for damage 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 shall not apply in the case when such damage is due to reasons for which the Hotel is not liable.

2. The Hotel is covered by Hotel Liability Insurance in case of fires and/or other disasters.

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Arrangement When Unable to Provide Contracted Rooms

Article 13. When unable to provide the contracted room(s), the Hotel shall arrange accommodation of the same standard elsewhere for the Guest as far as practicable with the consent of the Guest.

2. When arrangement of other accommodation cannot be made notwithstanding 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. However, when the Hotel cannot provide accommodation due to reasons for which the Hotel is not liable, the Hotel shall not pay the compensation fee to the Guest.

Handling of Deposited Articles

Article 14. The Hotel shall compensate the Guest for damages when loss, breakage or other damage occurs to the goods, cash or valuables deposited at the front desk by the Guest, except in the case when this damage has occurred due to 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 limits of ¥200,000.

2. The Hotel shall compensate the Guest for damages when loss, breakage or other damage is caused intentionally or through negligence on the part of the Hotel to the goods, cash, or valuables that are brought on to the premises of the Hotel by the Guest but are not deposited at the front desk. However, for articles of which the kind and value have not been reported in advance by the Guest, the Hotel shall compensate the Guest within the limits of ¥200,000.

Custody of Baggage and/or Belongings

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 and to hand it over to the Guest at the front desk at the time of his/her check-in only when that request has been agreed to by the Hotel in advance.

2. When the baggage or belongings of the Guest are found after the Guest checks out, and the ownership of the articles is confirmed, the Hotel shall inform the owner of the articles left and ask for further instructions. When the owner gives no instructions to the Hotel or when the ownership is not confirmed, the Hotel shall deal with the articles in accordance with the Lost Goods Act.

3. The Hotel's liability in regard to the custody of the Guest's baggage or 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 16. The Hotel shall not be liable for the custody of any vehicle belonging to the Guest when the Guest utilizes the car park in the Hotel, regardless of whether the key of the vehicle has been deposited with the Hotel or not, as the Hotel merely offers the space for parking. However, the Hotel shall compensate the Guest for any damage caused through intention or negligence on the part of the Hotel in regard to the management of the car park.

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Liability of the Guest

Article 17. The Guest shall compensate the Hotel for any damage caused through intention or negligence on the part of the Guest.

Dominant Language

Article 18. These Terms and Conditions have been written in Japanese, English, Chinese and Korean. In the event of any discrepancy or disparity the Japanese version has precedence in regard to all matters.

Jurisdiction and Governing Law

Article 19. Disputes arising in regard to these Terms and Conditions shall be settled at the court of jurisdiction in the area the Hotel is located and resolved in accordance with the Laws of Japan.

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Attached Table No. 1: Breakdown of Accommodation Charges, etc.(Ref. Paragraph 1 of Article 2 and Paragraph 1 of Article 12)

		Contents
Total Amount to be paid by the Guest	Accommodation Charges	① Basic Accommodation Charge (Room Charge) ② Service Charge (①×10%)
	Extra Charges	③ Meals and Drinks ④ Service Charge (③×10%) ⑤ Other Expenses
	Tax	Consumption Tax

Remarks:

1. Other Expenses:

Telephone, Laundry, etc.

2. In regard to use of convertible sofa bed and extra bed, the stipulated rate shall be paid per each bed.

3. When the tax law is amended, the tax payment will be based on the provision of that amendment.

Attached Table No. 2: Cancellation Charge (Ref. Paragraph 2 of Article 6)

Date when Cancellation of Contract is Notified	Contracted Number of Guests		
	Individual	Group	
	1 to 14	15 to 99	100 and more
No Show	100%	100%	100%
Accommodation Day	80%	80%	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 percentages signify the rate of cancellation charge to the Basic Accommodation Charge.

2. In the case when the number of contracted days is shortened, a cancellation charge equivalent to one day's room charge (for its first day) shall be levied regardless of the number of days shortened.

3. In the case of partial cancellation of a group booking (15 persons or more), cancellations of 10% or less of the total number of expected guests (fractions will be rounded up to the next whole number) will not be subject to a cancellation charge provided the Hotel is notified at least 10 days prior to the occupancy (or on the day of the Hotel's acceptance of the Accommodation Contract when the acceptance is less than 10 days prior to the occupancy).