

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 laws and regulations and/or generally accepted practices.
2. In cases where 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.

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 Table No.1)
 - (4) Other particulars deemed necessary by the Hotel.
2. In cases where 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

Article 3.

1. A Contract for Accommodation shall be deemed to have been fulfilled when the Hotel has duly accepted the application as stated in the preceding Article without refusal of accommodation due to reasons stated in Article 5. 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 an accommodation deposit fixed by the Hotel within the limits of the Basic Accommodation Charges covering the Guest's entire period of stay by the date (including the cancellation charge listed in Table 2) specified by the Hotel.
3. The deposit shall be used first for the Total Accommodation Charges to be paid by the Guest, secondly for the cancellation charges under Article 6 and thirdly for 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 stated in Article 12.
4. When the Guest has failed to pay the deposit by the date stipulated in paragraph 2, the Hotel shall treat the Accommodation Contract as invalid. However, the same shall apply only in the cases 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.

1. Notwithstanding the provisions of Paragraph 2 of the preceding Article, the Hotel may enter into a special contract without requiring an 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 a deposit as stipulated in Paragraph 2 of the preceding Article and/or did not specify the date of the payment of the deposit at the time the application for an Accommodation Contract was accepted, the Hotel shall be treated as having accepted a special contract as described in the preceding paragraph.

Refusal of Accommodation Contracts

Article 5.

The Hotel shall have the right to not accept the application for 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 act in a manner that will contravene the law or act against the public order or good morals in regard to his/her accommodation.
- (4) When the Guest seeking accommodation can be clearly identified as carrying an infectious disease.
- (5) When the Guest seeking accommodation is deemed likely to behave in a manner that will trouble other Guests of this Hotel or behave in such a manner due to intoxication or other causes.
- (6) When the Guest seeking accommodation can be clearly recognized to lack the ability to make payment.
- (7) When the Guest seeking accommodation is acting suspiciously.
- (8) When the Guest is a member of an organized crime syndicate or somehow concerned with such, or is a member of an anti-social activity group.
- (9) When the Guest is a member of an organized crime syndicate, a cooperated body run by those or somehow connected with such a group.
- (10) When the Guest is a member of a cooperated body whose executive officers are the members of an organized crime syndicate?
- (11) When the Guest seeking accommodation is deemed likely to behave in a manner that will trouble the other Guests of this Hotel or behaves in such a manner.
- (12) When the Hotel or a Hotel Worker is requested to assume an unreasonable burden in regard to his/her accommodation or being appealed to in a violent manner.
- (13) When the Hotel is unable to provide accommodation due to natural calamities, malfunction of facilities and/or other unavoidable causes.
- (14) When the Enforcement Ordinance for the local

Prefectural Hotel Business Law (Table 3) is applicable.

Right to Cancel Accommodation Contracts by the Guest

Article 6.

1. The Guest is entitled to cancel the Accommodation Contract by so notifying the Hotel.
2. In cases where the Guest has canceled 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 described in Paragraph 2 of Article 3 and the Guest has canceled before the payment), the Guest shall pay the cancellation charges as listed in Table No.2.
3. In cases where the Guest does not appear by 8p.m. on the accommodation date (or 2 hours after the expected time of arrival if the Hotel has been notified of a time) without advance notice, the Hotel may regard the Accommodation Contract as having been canceled by the Guest.

Right to Cancel Accommodation Contracts by the Hotel

Article 7.

1. The Hotel may cancel the Accommodation Contract under any of the following circumstances;
 - (1) When the Guest is deemed liable to act and/or has conducted himself/herself in a manner that will contravene the law or disturb the public order and good morals in regard to his/her accommodation;
 - (2) When the Guest is deemed to be one the following:
 - i. A member of an organized crime syndicate or somehow concerned with such, or a member of an anti-social activity group.
 - ii. A member of an organized crime syndicate, a cooperated body run by those or somehow concerned with such.
 - iii. A member of a cooperated body whose executive officers are the members of an organized crime syndicate.
 - (3) When the Guest seeking accommodation is deemed likely to behave in a manner that will trouble other Guests of this Hotel or behaves in such a manner.
 - (4) When the Guest 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 or if the request it made in a violent manner.
 - (6) When the Hotel is unable to provide accommodation due to natural calamities and/or other causes of force major.
 - (7) When the Enforcement Ordinance for the local Prefectural Hotel Business Law is applicable.
 - (8) When the Guest does not obey the rules prohibiting certain actions specified under the House Regulations stipulated by the Hotel (restricted to prohibitions deemed necessary

in order to prevent fires) such as smoking in bed (Including smoking with electronic cigarettes and heat-not-burn tobacco), bringing cigarette butts into the hotel, throw away cigarette butts and causing mischief to the fire prevention facilities.

- (9) When the guest is recognized as making unreasonable demands, complaints, etc., and disturbing the peaceful order of the premises.
 - (10) When the Guest seeking accommodation is deemed to be inappropriate to stay at the Hotel or likely to behave in a manner that will trouble the other Guests of this Hotel or actually behaves in such a manner.
2. In cases where 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 services, which he/she has not received.
 3. If the cancellation is made on the grounds of item (8) of the preceding paragraph, the Guest shall pay the penalty as listed in Table No.2.

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 in the case of a Japanese national or Japanese resident, nationality, passport number, port and date of entry in Japan (A photocopy of the guest's passport must be taken at check-in.)
 - (3) Date and estimated time of departure.
 - (4) Other particulars deemed necessary by the Hotel.
2. In cases where the Guest intends to pay his/her Accommodation Charges as prescribed in Article 12 by any means other than cash such as accommodation vouchers and credit cards, such means of payment shall be shown in advance at the time of registration as described in the preceding paragraph.

Occupation Hours of Guest Rooms

Article 9.

1. The Guest is entitled to occupy the guest room of the Hotel from 3.p.m. on the day of registration until 11 a.m. on the day of departure.
2. The Hotel may, notwithstanding the provision prescribed in the preceding paragraph, permit the Guest to occupy the room beyond the checkout time prescribed in the same paragraph.

Observation of House Regulations

Article 10.

The guest shall observe the House Regulations established by the Hotel.

Business Hours

Article 11.

The business hours of the main facilities of the Hotel are as follows. Those of other facilities shall be stated in detail in brochures provided in the Hotel, notices displayed at various places, and service directories in

guest rooms, etc.

- (1) Front Desk and Cashier Service Hours;
Curfew: None
Front Desk Service : 24 hours

Payment of Hotel Charge

Article 12.

1. The breakdown and method of calculation of the accommodation charges, etc. that the guest is required to pay is as listed in the attached table no.1.
2. Accommodation charges, etc. as stated in the preceding paragraph shall be paid at the front desk in Japanese currency or by other means such as an accommodation voucher or credit card recognized by the hotel at the time of the guest's arrival or upon request by the hotel. Also, if any additional charges are incurred, guests are expected to pay each time upon request by the hotel.
3. Accommodation charges shall be paid even if the guest chooses not to utilize the accommodation facilities provided for him/ or her by the hotel and that are at his/ or her disposal.

Liabilities of the hotel

Article 13.

1. The hotel shall compensate the guest for damages if the hotel has caused the guest to incur such damages through the fulfillment or the non-fulfillment of the accommodation contract and / or related agreements. However, the same shall not apply in cases when such damages have been caused as the result of reasons for which the hotel is not liable.
2. Although the hotel has received the "Pass Mark" (Certificate of excellence of fire prevention standards issued by the fire station), the hotel is covered by hotel liability insurance in order to deal with unexpected fires and / or other disasters.

Arrangements when unable to provide contracted rooms

Article 14.

1. 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 for 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 causes for which the hotel is not liable, the hotel shall not be liable to compensate the guest.

Handling of deposited articles

Article 15.

1. 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 such cases occur due to causes of force majeure. However, for cash and valuables, when

the guest has failed to report its kind and value to the hotel, the hotel shall compensate the guest within the limits of 150,000 yen.

2. The hotel shall not compensate the guest for the damage when loss, breakage or other damage is caused through intention or negligence on the part of the hotel, for goods, cash or valuables by the guest but are not deposited at the front desk which are brought into the premises of the hotel

Custody of baggage and/or belongings of the guest

Article 16.

1. The Hotel will only keep the baggage and or belongings of Guest after check-in. The Hotel cannot receive or keep the items that a Guest may purchase online or by other means.
2. When the baggage or belongings of the guest are found to be left after his/or her check-out, and the ownership of the article is confirmed, the hotel shall inform the owner of the article left and ask for further instructions. When no instructions are provided to the hotel by the owner or when ownership is not confirmed, the hotel shall retain the article for the certain period. After this period, the hotel shall deliver items to the nearest police station.
3. The hotel's liability in regard to custody of a guest's baggage and belongings in the case of the preceding two paragraphs shall be assumed in accordance with the provision of paragraph 1 of article 15 in 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.

The Hotel shall not be liable for the custody of the vehicle of the Guest when the Guest utilize the parking lot within the premises of the Hotel, or the parking lot introduced by 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 at the Hotel or not. 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 18.

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

Table No.1: The breakdown of the Accommodation charges, etc.

(Ref. Paragraph 1 of Article 2 and Paragraph 1 of Article 12)

		Contents
Total Amount be paid by the Guest	Accommodation charges	1. Basic Accommodation Charges. (Room Charge)
	Extra charges	2. Food, Beverages and other expenses.
	Tax	3. Consumption Tax

1. Basic Accommodation Charge is informed by the Tariff made according to Paragraph 2 of Article 3. In case of tax law revision, the revised standard will be applied.

Table 2: Cancellation Charge / Penalty (Ref. Paragraph 2 of Article 6 / Paragraph 3 of Article 7)

Date when Cancellation Contract is Notified	No Show	Accommodation Day	1 day prior to Accommodation day	9 days prior to Accommodation day	20 days prior to Accommodation day
Individual	Up to 14	100%	100%	20%	
Group	15 ~ 99	100%	100%	20%	10%
	Above 100	100%	100%	80%	20%

Remarks:

1. The percentages signify the rate of the cancellation charge applied to the Basic Accommodation Charge.
2. In cases when the number of contracted days is shortened, a cancellation charge equivalent to one day's room charge shall be levied regardless of the number of days shortened.
3. In the case of partial cancellation of a group booking (over 15 persons), 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 occupancy (or on the day of the Hotel's acceptance of the Accommodation contract).
4. Penalty of the paragraph 8 of Article 7 is JPY80,000.

Table 3: Inns and Hotels Act applied to each hotel and enforced by the municipality

Hotel Name	Applied Inns and Hotels Act enforced by the municipality
the b kobe	Inns and Hotels Act enforced by Hyogo prefecture