

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 Guest shall be subject to the following Terms and laws and regulations and/or generally accepted practices.

2. In a case when the Hotel has entered into a special contract with the Guest insofar as such a special contract does not violate laws, 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 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 Charge listed in the Attached Table No.1.); and
- (4) Other particulars deemed necessary, by the Hotel.

2. In a case when the Guest requests, during his 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

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 Basic Accommodation Charges covering the Guest's entire period of stay (3 days when the period of stay exceeds 3 days) by date specified by the Hotel.

3. The deposit shall be first used as part of the Total Accommodation Charges to be paid by the Guest, then secondly for any cancellation charges under Article 6 and thirdly: for any reparation under Article 18 as applicable. The remainder, if any, shall be refunded at the time of payment of Accommodation Charges as stated in Article 12.

4. If a 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 the case where the Guest is thus informed by the Hotel when 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 a case when the Hotel has not requested payment of a deposit as stipulated in Paragraph 2 of the preceding Article and/or has not specified a Accommodation Contract has been accepted, it shall be treated as though the Hotel has accepted the special contract prescribed in preceding Paragraph.

(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 the Hotel is fully booked and room is available;
- (3) When a Guest seeking accommodation is deemed liable to conduct himself in a manner that could contravene the laws or disturb public order or good morals with regard to his accommodation;
- (4) When a Guest seeking accommodation can be clearly detected as carrying an infectious disease;
- (5) When the Hotel is requested to assume an unreasonable burden in regard to his or her accommodation;
- (6) When the Hotel is unable to provide accommodation due to natural calamities, disfunction of the facilities and/or other unavoidable causes;
- (7) When the provisions of Article 11 of the Ibaraki Prefectural Ordinance are applicable.

(Right to Cancel Accommodation Contracts by the Guest)

Article 6

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

2. In a case when 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 when the Hotel has requested the payment of the deposit during the specified period as prescribed in Paragraph 2 of 3 and the Guest has cancelled before the payment), the Guest shall pay the cancellation charges as listed in the Attached Table No. However, in a case when the special contract as prescribed in Paragraph 1 of Article 4 has been concluded, the same shall apply only when the Guest is informed the obligation of the payment of cancellation charges, in a case of cancellation by the Guest.

3. In a case when the Guest does not appear by the 8 p.m. of an accommodation date (2 hours after the expected time of arrival the Hotel has been notified of) 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 cases:

- (1) When a Guest is deemed liable to conduct and/or have behaved in a manner that could contravene the laws or disturb public order and good morals with regard to his accommodation;
- (2) When a Guest can be clearly detected as carrying an infectious disease;
- (3) When the Hotel is requested to assume an unreasonable burden in regard to his accommodation;
- (4) When the Hotel is unable to provide accommodation due to natural calamities and/or other causes of force major;
- (5) When the person (/group) who tries to stay is a specified gangster (a specified crime syndicate) described by "Law concerning the prevention of an unjustified act by the gangster." (enforcement on March 1,1992) or parties concerned, and other antisocial forces.
- (6) When the person (/group) who tries to stay is a corporation (/ other group on a relation) which rules business activity of the crime syndicate or gangster.
- (7) When the person who tries to stay belongs to the corporation who has a gangster in the management officials of it.
- (8) When the person who tries to stay did the behavior which causes a remarkable trouble to other hotel guests.
- (9) When the person who tries to stay does violence, a threat, blackmail or a coercive and unjustified request to the accommodations or the employee, or demands the contents beyond a reasonable range, or did such things before.
- (10) When the person who tries to stay might cause the trouble for other hotel guests by drunkenness and when there is speech and behavior that remarkably causes the trouble for other hotel guests.
- (11) When the provisions of Article 11 of the Ibaraki Prefectural Ordinance are applicable;
- (12) When the Guest does not observe rules against behavior such as smoking in bed, mischief with the fire-fighting facilities and other prohibitions of Use Regulations stipulated by the Hotel (restricted to particulars deemed necessary in order to avoid the causing of fire).

2. In a case when the Hotel has cancelled 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 the future during the contractual period which he or she has not received.

(Exemption matters)

Article 8

We ask that the use of the internet connection from our hotel be conducted with the user's own responsibility. When the user suffers a loss due to a system failure or any other reasons, we have no responsibility what so ever. Also, when we judge that there was an improper use of the internet connection and/or when our company and/or a third party suffer any kind of loss, we ask the user to pay for the compensation.

(Registration)

Article 9

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 all guests.
- (2) Nationality, passport number, port and date of entry in to Japan;
- (3) Date and estimated time of departure; and
- (4) Other particulars deemed necessary by the Hotel.

2. In a case when the Guest intends to pay his Accommodation Charges as prescribed in Article 12 by any means other than Japanese currency, such as traveler's cheques, coupons or credit cards, credentials shall be shown in advance at the time of registration prescribed in the preceding Paragraph.

Terms And Conditions For Accommodation Contracts

(Occupancy Hours of Guest Rooms)

Article 10

- (1) Up to 4 hours: 30% of the room charge
- (2) Up to 7 hours: one half of the room charge
- (3) More than 7 hours: room charge in full

(Observance of Use Regulations)

Article 11

The Guest shall observe the Use Regulations established by the Hotel, which are posted within the premises.

(Payment of Accommodation Charge)

Article 12

The breakdown and method of calculation of the Accommodation Charges, etc. that the Guest shall pay are 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 other means such as traveler's cheques, coupons or credit cards recognized by the Hotel at the front desk at the time of the departure of the Guest or upon request by the Hotel.

3. Accommodation Charges shall be paid even if the Guest voluntarily does not utilize the accommodation facilities provided for him by the Hotel.

(Liabilities of the Hotel)

Article 13

The Hotel shall compensate the Guest for any damage if the Hotel has caused such damage to the Guest in the fulfilment or the non fulfilment of the Accommodation Contract and / or related agreements. However, the same shall not apply in a case where damage has been caused due to reasons for which the Hotel is not liable.

2. The Hotel has received a "PASS MARK" (Certificate of excellence of Fire Prevention Standards issued by the fire station), and furthermore, the Hotel is covered by Hotel Liability Insurance in order to deal with unexpected fire and / or other disasters.

(Handling of Situations When Unable to Provide Contracted Room)

Article 14

The Hotel shall, when unable to provide contracted rooms, arrange accommodation of the same standard elsewhere for the Guest insofar as is practical 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 fee equivalent to the cancellation charges, and this compensation fee shall be applied for reparations. However, when the Hotel cannot provide accommodation due to causes for which it is not liable, the Hotel shall not compensate the Guest.

(Handling of Deposited Articles)

Article 15

The Hotel compensate the Guest for any damage like loss, breakage or others caused to 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 major. 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 one hundred and fifty thousand (150,000) yen.

2. The Hotel shall compensate the Guest for the damages when loss, breakage or other damage is caused, through intention or negligence on the part of the Hotel, to the goods, cash or valuables which are brought into 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 has not been reported in advance by the Guest, the Hotel shall compensate the Guest within the limit of 150,000 yen, except in case where loss or damage was caused intentional-ly or by gross negligence on the part of the Hotel.

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

Article 16

When the baggage of a Guest is brought into the Hotel before his arrival, the Hotel shall be liable to keep it only in a case when 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 check-in.

2. When the left baggage or belongings of the Guest are found after his 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. If no instruction is given to the Hotel by the owner or if the ownership is not confirmed, the Hotel shall keep the article for 7 days including the day found, and after this period, the Hotel shall turn it over to the nearest police station.

3. The Hotel's liability in regard to the custody of a 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 of Parking)

Article 17

The Hotel shall not be liable for the custody of the vehicle of a Guest 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 in the Hotel or not. 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 parking lot.

(Liability of the Guest)

Article 18

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

Attached Table No.1

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

		Content
Total Amount to be paid by the Guest	Accommodation Charge	① Basic Accommodation Charge. [Room Charge (or Room Charge plus breakfast)] ② Service Charge(①×10%)
	Extra Charges	③ Meals & Drinks and Other Expenses ④ Service Charge(③×10%)
	Tax	⑤ Consumption Tax(Local Consumption Tax Including.)

Remarks:

- ① All charges for room, meals, etc. are subject to consumption tax. (Local Consumption Tax Including.)

Attached Table No.2

Cancellation Charge (Ref. Paragraph 2 of Article 6)

		Date of Notification of Cancellation of Contract is		1 Day Prior to Accommodation Day	9 Days Prior to Accommodation Day	20 Days Prior to Accommodation Day
		No Stay	Accommodation Day			
Individual	1 to 14	100%	80%	20%		
	15 to 99	100%	80%	20%	10%	
Group	100 and more	100%	100%	80%	20%	10%

Remarks:

1. The percentages signify the rates of cancellation charges to the Basic Accommodation Charge.
2. When the number of days contracted is reduced, a cancellation charge for the first day shall be paid by the Guest regardless of the number of days reduced.
3. When part of a group booking(for 15 persons or more)is cancelled, a cancellation charge shall be charged for the equivalent to 10% of the number of person booked as of 10 days prior to the occupancy (when accepted less than 10 days prior to the occupancy, as of the date)with fractions counted as whole number.