



## Accommodation Agreement

2021年2月16日

### Article 1 Scope of Application

1. Contracts for accommodation and related agreements made between the Hotel and a Guest shall be governed by these Terms and Conditions, and any matters not provided herein shall be subject to laws and regulations and generally accepted practices.
2. Notwithstanding the provisions of Article 1.1, when the Hotel accepts a special agreement within the scope that does not violate laws, regulations, or common practices, that special agreement shall prevail.

### Article 2 Application for Accommodation Contract

1. A Guest who applies for an accommodation contract with the Hotel shall notify the Hotel of the following information:
  - (1) Name, age, sex, address and occupation of the Guest
  - (2) Date of lodging and scheduled time of arrival
  - (3) Lodging charge (in principle, the basic lodging charge of Appended Table 2)
  - (4) Other information deemed necessary by the Hotel.
2. If a Guest requests, during his/her stay, to extend his/her stay beyond the lodging date specified in item (2) of the preceding paragraph, the Hotel shall, at the time of such request, regard and treat it as application for a new accommodation contract.

### Article 3 Establishment of an Accommodation Contract

An accommodation contract shall be established when the Hotel accepts the application described in Article 2. Provided, however, that this will not apply when it is proven that the Hotel did not accept such an application

### Article 4 Refusal to Accommodate Guest

1. The Hotel may refuse to accept an accommodation contract in any of the following cases:
  - (1) When an application for accommodation does not follow these Terms and Conditions
  - (2) When the Hotel is fully booked and there is no vacancy
  - (3) When the Hotel deems that an applicant is likely to engage, in relation to his/her stay, in any conduct that is in violation of legislation or contrary to the public order or good morals
  - (4) When it can be recognized that an applicant falls under one of items a through c below
    - a. An organized crime group (hereinafter referred to as the "Organized Crime Group") stipulated



in Article 2.2 of the Act on Prevention of Unjust Acts by Organized Crime Group Members (Act No. 77 of 1991), an organized crime group member (hereinafter referred to as the “Organized Crime Group Member”) stipulated in Article 2.6 of that Act, a semi-constituent member of an organized crime group, a person related to an organized crime group, or other antisocial forces

- b. When it is a corporation or another organization for which the Organized Crime Group or the Organized Crime Group Member controls business activities
  - c. A corporation that has a board member who is a person who falls under the Organized Crime Group Member
- (5) When an applicant used words or actions that cause significant inconvenience to another guest
  - (6) When an applicant is clearly a carrier of an infectious disease
  - (7) When a violent demand or action was made in relation to the accommodation or a request was made for a burden that exceeds the rational scope
  - (8) When the Hotel is unable to accommodate the Guest due to a natural disaster, failure of facilities or other compelling reasons
  - (9) Another case that falls under a reason for refusing an accommodation contract that is stipulated in a law or regulation
2. The Hotel will not bear liability for providing compensation for any damage caused by not accepting an accommodation contract based on this article.

#### **Article 5 Guest’s Right to Cancel a Contract**

1. An applicant for an accommodation can contact the hotel to cancel the accommodation contract.
2. If an applicant for an accommodation contract cancels his/her contract in whole or in part, the Hotel shall charge a penalty under Article 6 "Guest's Right to Cancel Contract."
3. If a Guest fails to arrive by 8 p.m. on the lodging date without notice, the Hotel may deem it as cancellation by the Guest of his/her accommodation contract and handle the matter accordingly. (Or by the time when two hours have elapsed from a scheduled time of arrival if such is specified in advance.)

#### **Article 6 The Hotel’s Right to Cancel a Contract**

1. In the case stated below, the Hotel may cancel the accommodation contract.
  - (1) When it can be recognized that there is a possibility that, in relation to the accommodation, the Guest will go against stipulations of a law or regulation, public order, or good morals, or when it can be recognized that the Guest conducted such an action
  - (2) When it can be recognized that the Guest falls under one of items a through c below
    - a. An organized crime group (hereinafter referred to as the “Organized Crime Group”)



stipulated in Article 2.2 of the Act on Prevention of Unjust Acts by Organized Crime Group Members (Act No. 77 of 1991), an organized crime group member (hereinafter referred to as the “Organized Crime Group Member”) stipulated in Article 2.6 of that Act, a semi-constituent member of an organized crime group, a person related to an organized crime group, or other antisocial forces

- b. When it is a corporation or another organization for which the Organized Crime Group or the Organized Crime Group Member controls business activities
  - c. A corporation that has a board member who is a person who falls under the Organized Crime Group Member
- (3) When the Guest used words or actions that cause significant inconvenience to another guest
  - (4) When it can clearly be recognized that the Guest is a person who has an infectious disease
  - (5) When a violent demand or action was made in relation to accommodation or a request was made for a burden that exceeds the rational scope
  - (6) When it is not possible to provide accommodation because of a reason caused by a natural disaster or other force majeure
  - (7) A case that falls under a reason for refusing accommodation or a reason for cancellation that is stipulated by a law or regulation
  - (8) When the Guest smokes in bed in the room, tampers with firefighting equipment, or otherwise does not follow instructions on a matter that is prohibited by the rules for use stipulated by the Hotel
2. When the Hotel cancelled the accommodation contract based on the provisions of Article 6.1, the Hotel will not charge fees for the accommodation services for which the Guest has not yet received provision.
  3. The Hotel will not bear liability for providing compensation for any damage caused by cancelling an accommodation contract based on this article.

#### **Article 7 Registration of Lodging**

1. On the lodging date, a Guest shall register the following information at the front desk of the Hotel:
  1. Name, age, sex, address and occupation of the Guest
  2. Nationality, passport number, place and date of entry in Japan (in the case of a foreign national)
  3. Date and scheduled time of departure
  4. Other information deemed necessary by the Hotel
2. If the Guest intends to pay the charges of Article 11 by a method that can be used instead of currency, such as traveler’s checks, lodging coupons, or credit card, the Guest shall present such payment at the time of registration under Article 7.1.



## **Article 8** Hours for Use of Guest Room

1. The hours when the Guest can use a guest room of the Hotel will be from check-in time until checkout time, and check-in and checkout times will be as stipulated in Appended Table 1. Provided, however, that in a case of staying over consecutive nights, the Guest may use the guest room all day, except for the day of arrival and the day of departure.
2. Notwithstanding the provisions of Article 8.1, the Hotel may allow use of a guest room outside the hours stipulated in Article 8.1. In such a case, the Hotel will charge the additional charges stipulated in Appended Table 4.
3. If a guest uses a guest room after the check out time without notice, the hotel will charge the additional charges stipulated in Appended Table 4.

## **Article 9** Rules for Use

1. A Guest must follow the rules of the Hotel

### Rules for Use

1. Please do not invite visitors to your room.
2. Please do not bring the items below into the lobby or your room.
  - (1) Animals or birds (pets)
  - (2) Items that emit a significantly offensive odor
  - (3) Explosives or volatile oils that can easily ignite or catch fire or dangerous drugs
  - (4) Narcotics, illegal drugs, or similar items
  - (5) Firearms or swords for which you do not have a license
  - (6) Items of significantly large quantity
3. In the Hotel, please do not conduct gambling, actions that may disrupt public morals or actions that may cause inconvenience to other guests.
4. Please do not use your room or the lobby as your personal office without consent. (Use of your room for matters other than accommodation is not allowed.)
5. Please do not conduct work that may change the current situation inside your room without permission.
6. Requests concerning facilities and items in the Hotel
  - (1) Please do not use them for matters other than their intended purposes.
  - (2) Please do not take them outside the Hotel.
  - (3) Please do not move them to other places or alter them.
7. Please do not leave personal belongings in the hall or the lobby.
8. Please do not conduct actions, such as distribution of advertisement items to guests in the Hotel.
9. Unless a state of emergency or an unavoidable situation has arisen, please do not enter



facilities other than portions for guests, such as an emergency staircase, the roof, or a machine room.

10. Unless we receive permission from a parent or guardian, we will refuse accommodation by an unaccompanied minor.
11. If a building, a furnishing, or another item was damaged or soiled for a reason other than force majeure, we will have you pay compensation for the repair expenses. In addition, if you lose the key to your room, we will have you pay compensation of the amount stipulated in Appended Table 5.
12. Please do not smoke anywhere other than in the places stipulated by the Hotel. If you violate this rule, we will have you bear the expenses stipulated in Appended Table 5 for restoring the place to its original state, such as repair expenses or cleaning expenses.
13. Please do not conduct actions that will deface facilities in the smoking areas stipulated by the Hotel. If you violate this, we will have you bear the expenses stipulated in Appended Table 5 for restoring the facilities to their original state, such as repair expenses or cleaning expenses.
14. Disclosure of the code number for entering the women's large communal bathing area is limited to female guests.
15. We will not reissue receipts.

#### **Article 10 Business Hours**

1. Information about the business hours of the Hotel's main facilities is given in the provided pamphlets, notices that are displayed in various places, and the service directory in your room.
2. The business hours specified in the preceding paragraph are subject to a temporary change under unavoidable circumstances. In this case, a Guest shall be informed by appropriate means.

#### **Article 11 Payment of Charges**

1. The breakdown of a lodging charge, etc., to be paid by a Guest shall be as specified in Schedule 1 "Breakdown of Room Charges."
2. Payment of the lodging charges of Article 11.1 is to be made at the front desk before the Guest stays at the Hotel (before check-in), at the time of staying at the Hotel (at the time of check-in), or when the Hotel ask to pay by using currency or a method that can be used instead of currency, such as traveler's checks, lodging coupons, or a credit card allowed by the Hotel. (Payment is to be made in advance, and payment at the time of checkout will not be allowed.)
3. A Guest is obliged to pay lodging charges if the Guest has not lodged at his/her convenience after the Hotel had provided him/her with a guest room, and it had become available.

#### **Article 12 The Hotel's Responsibilities**



### **Responsibility for Accommodation**

1. The Hotel shall compensate for any damage that the Hotel may cause to a Guest in performing an accommodation contract and other agreements related thereto or because it fails to perform those contracts. However, this does not apply where it arises from reasons not attributable to the Hotel.
2. The Hotel has taken out liability insurance in preparation for fires or any other rare accidents.

### **Article 13 Treatment when Contracted Room Is Unavailable**

1. When unable to provide a Guest with the guest room contracted, the Hotel shall, with the consent of the Guest, arrange other accommodations on the same conditions to the extent possible.
2. If the Hotel fails to arrange other accommodations notwithstanding the preceding paragraph, the Hotel shall pay the Guest a compensation fee at the amount equivalent to a penalty, and such compensation fee shall be appropriated for the amount of damages. However, the Hotel shall not pay a compensation fee if there is no reason attributable to the Hotel with respect to its inability to provide the guest room.

### **Article 14 Handling of Valuables and Deposited Articles**

1. When damage, such as loss or harm, has arisen for articles, cash, or valuables that the Guest deposited at the front desk, excluding cases in which that damage was caused by force majeure, the hotel will provide compensation for that damage. Provided, however, that for cash or valuables, in the event that the Hotel requested declaration of their type and value and the Guest did not make that declaration, the Hotel will provide that compensation with a limit of JPY 150,000.
2. For articles, cash, or valuables that the Guest brought into the Hotel and did not deposit at the front desk, when damage, such as loss or harm, arose due to the Hotel's deliberate intention or negligence, the Hotel will provide compensation for that damage. Provided, however, that for items for which the Guest did not make a declaration of the type and value in advance, excluding cases in which the Hotel had deliberate intention or gross negligence, the Hotel will provide that compensation with a limit of JPY 150,000.

### **Article 15 Storage of the Guest's Luggage or Personal Belongings**

1. When the Guest's luggage has arrived at the Hotel before the Guest's stay, limited to cases when the Hotel consented before that arrival, the Hotel will store the luggage and assume responsibility and then hand it over to the Guest when he or she checks in at the front desk.
2. In the event that the Guest's luggage or personal belongings were accidentally left behind at the Hotel after the Guest checked out, if the luggage or personal belongings' owner has been identified the Hotel shall wait for that owner's instructions. In the event that there are no instructions by the owner, or when the owner is not identified, the Hotel will store valuables or items that will hold personal information,



such as a cellular phone or credit card, for a seven-day period that includes the day of discovery and then notify the nearest police station, and for other items that were accidentally left behind, the Hotel will store them for a three-month period beginning on the day of discovery and then handle them by disposal or other means. Provided, however, that food, drinks, cigarettes, magazines, and items that have a possibility of rotting will be disposed of on the day they are discovered.

3. The Hotel's responsibility for storage of the Guest's luggage or personal belongings in a case of one of the two previous clauses shall be according to the provisions of Article 14.1 in a case of Article 15.1, and according to the provisions of Article 14.2 in a case of Article 15.2.
4. Concerning storage of the Guest's luggage or personal belongings in a case of Article 15.2, the Hotel will not bear liability for providing compensation of the Guest's damage caused by the fact that the handling of Article 15.2 was conducted.

#### **Article 16 Responsibility for Parking**

When a Guest uses the parking lot of the Hotel, the Hotel only allows the use of the parking lot and shall not be responsible for the management of the car, regardless of whether or not the key to the car is deposited. Provided, however, that when damage was caused by the Hotel's deliberate intention or negligence in managing the parking lot, the Hotel will assume that responsibility.

#### **Article 17 Guest's Responsibility**

If the Hotel incurs damage due to a Guest's intentional act or negligence, the Guest may be requested to compensate the Hotel for such damage.

#### **Article 18 Changes of the Accommodation Agreement**

1. (i) When it will be suitable for guests' ordinary benefit or (ii) in the event that the Hotel has judged that it is necessary because of an increase of costs or other circumstances associated with a change of a law or regulation or a change of economic or social circumstances, the Hotel can change this accommodation agreement. The validity of the changed accommodation agreement shall extend to all guests.
2. When the Hotel will change this accommodation agreement, the Hotel shall stipulate the time when the change will go into effect and thoroughly notify guests of the change by posting information in the Hotel and on the Hotel's website.

#### **Article 19 Governing Laws**

1. An accommodation contract with the Hotel shall comply with the laws of Japan and be performed.
2. In the event that a discrepancy of interpretation arises between this accommodation agreement's Japanese and another language, the Japanese interpretation shall apply.



## Select Hotels Group Standardized Accommodation Agreement Appended Tables

**Appended Table 1:** Check-in and Checkout Times (Article 8.1)

|                |          |
|----------------|----------|
| Check-in Time  | PM 15:00 |
| Check-out Time | AM 10:00 |

**Appended Table 2:** Breakdown of Lodging Charges (Article 11.1)

|                 |  |
|-----------------|--|
| Lodging charges | Basic lodging charge {Room charge (or room charge + meal expenses)}  |
| Tax             | <ul style="list-style-type: none"> <li>・Consumption tax for the lodging charges</li> <li>・Accommodation tax, bath - taking tax (In base accommodation tax laws and bath - taking tax laws of each prefecture)</li> </ul> |

(notes)

1. In the event the relevant tax law are modified, the latest modified version shall be applicate to all charges listed above.
2. In addition, service charges (basic room rate x 10%) and consumption tax, food and meal allowances, other usage charges and consumption tax may be charged.

**Appended Table 3:** Penalty (Cancellation Charge) Stipulations (Article 5.2)

| Date of receiving notification of agreement cancellation |                    | No-show / Reservation date | Day before the reservation date | Nine days before the reservation date | 20 days before the reservation date |
|--|--------------------|----------------------------|---------------------------------|---------------------------------------|-------------------------------------|
|  |                    |                            |                                 |                                       |                                     |
| Ordinary   | Up to 14 people    | 100%                       | 50%                             |                                       |                                     |
| Group  | 15 – 99 people     | 100%                       | 80%                             | 50%                                   |                                     |
|  | 100 people or more | 100%                       | 80%                             | 80%                                   | 10%                                 |

(notes)

1. The percentages (%) stated above are the ratios of the penalty for lodging charges and tax
2. The guest will pay for the bank transfer fee.

**Appended Table 4:** Additional Charges Associated with Exceeding the Time of Use of a Room (Articles 8.2 and 8.3)

|                           |      |
|---------------------------|------|
| Excess of up to 3 hours   | 30%  |
| Excess of up to 5 hours   | 50%  |
| Excess of 5 hours or more | 100% |

(Notes)

The percentages (%) stated above are the ratios of additional charges for lodging charges and tax

**Appended Table 5:** Compensation Amounts in the Rules for Use (Clause 11 and Clause 12 of the Rules for Use of Article 9)

|   |  |
|---|--|
| A case in which the room key was lost                           | Amount required for replacing the lock |
| A case in which the person smoked in a nonsmoking area          | JPY 300,000                            |
| A case in which the person defaced facilities in a smoking area | JPY 300,000                            |