

TERMS & CONDITIONS FOR ACCOMMODATION CONTRACTS

Articles 1. Scope of Application

1. Contracts for Accommodation and related agreements to be entered into between this Hotel and Guest to be accommodated shall be subject to these Terms & Conditions. Any particulars not provided for herein shall be governed by laws and regulations, and/ or generally accepted practices.
2. In the case where 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 & Conditions.

Article 2. Application for Accommodation Contracts

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) and telephone number(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.)
 - 4) Other particulars deemed necessary by the Hotel
2. In the case where the Guest requests, during his/her stay, and extension of the 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 request is made.

		Contents
Total amount to be paid by the Guest	Accommodation Charge	Basic Accommodation Charge
Amount	Extra Charge	Other Expenses such as Service Charge
	Taxes	Consumption tax

Table 1. Break down of Accommodation Charges, etc.

Remark:

1. In the case of revisions in the tax laws, those charges subject to the revisions will apply.

Articles 3. Conclusion of Accommodation Contract and related agreement

1. A contract for Accommodation shall be deemed to have 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 any accommodation deposit fixed by the Hotel with the limits of the Basic Accommodation Charges covering the Guest's entire period of stay by the date specified by the Hotel.
3. The deposit shall be first allotted for the Total Accommodation Charges to be paid by the Guest. If situation occurs in which the provisions in Article 6 and 15 applies, compensation will be after penalties are allocated, and the remaining amount will be refunded when the fee is paid according to Article 11.
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 in the case where the Guest is thus informed by the Hotel when the period of payment of the deposit is specified.

Article 4. Special Contracts Requiring No Accommodation Deposit

1. 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 where 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, the Hotel shall be treated as having accepted a special contract prescribed in the preceding Paragraph.

Articles 5. Refusal of Accommodation Contracts

1. The Hotel may not accept the conclusion of an Accommodation Contract under any of the following case:
 - 1) When the application for accommodation does not conform to provisions of these "Terms and Conditions"
 - 2) When the Hotel is fully booked and no room/bed is available

- 3) When the Guest seeking accommodation, with respect to accommodation, is deemed to be at risk of acting in violation of the provisions of laws and regulations, public order or good morals.
- 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 is deemed to be a member of a corporation or other groups of which business activities are under the control of a crime syndicate or organized crime groups.
- 6) 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.
- 7) When the Guest seeking accommodation has used violence in making demands of accommodation facilities or its employees, or has requested the Hotel to assume an unreasonable burden.
- 8) When the Guest seeking accommodation can be clearly detected as carrying an infectious disease.
- 9) When the Hotel is unable to provide accommodation due to natural calamities, dysfunction of the facilities and/or other unavoidable causes.
- 10) When the provisions of Article 10 of the Hotel Business Law of the Hokkaido Ordinances are applicable:
 1. When it is feared that the Guest seeking accommodation is clearly detected as being in a state of intoxication or shows abnormal behavior which may disturb other guests of the Hotel.
 2. When it is feared that the Guest seeking accommodation, because of noticeably filthy clothes or belongings, may be a health hazard to other guests of the Hotel.
- 11) When hazardous articles (a stove, oil, flammable items, etc.) and articles harmful to humans are carried.
- 12) When the Guest seeking accommodation falls under one of the contract-cancellation provisions stipulated in Article 7 in the past.

Article 6 Right to Cancel Accommodation Contracts by the Guest

1. The Guest is entitled to cancel the Accommodation Contract by 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, the Guest shall pay cancellation charges as listed in the Attached Table No.2
3. In the case where the Guest does not appear by 10p.m. on the accommodation date (2 hours after the expected time of arrival the hotel was notified of) without an advance notice, the Hotel may regard the Accommodation Contract as being cancelled by the Guest.

Table 2. Cancellations Charges

【Cancellation Dates】

	No Show/ Cancellation on the Date of Arrival	1 Day Prior to the Accommodation Date	2 Days Prior to the Accommodation Date	3-7 Days Prior to Accommodation Date	8-14 Days Prior to Accommodation Date	8-31 Days Prior to Accommodation Date
Individual	100%	70%	50%	30%	—	—
Group (15 or more)	100%	100%	70%	50%	30%	—
Group (30 or more)	100%	100%	100%	70%	50%	30%

<Remarks>

% is the ratio of penalties to basic accommodation charges.

However, in the case of accommodation packages, this is the ratio of the full amount.

Article 7. Right to Cancel Accommodation Contracts by the Hotel

1. The Hotel may cancel the Accommodation Contract under any following cases;
 - 1) When the Guest or the Guest seeking accommodation is deemed liable to conduct and/or have conducted himself in a manner that will contravene the laws or act against the public order and good morals in regard to his accommodation.
 - 2) When the Guest or the Guest seeking accommodation can be clearly detected as carrying on infectious disease.
 - 3) When the Guest or the Guest seeking accommodation is a member of or linked to a crime syndicate, organized crime groups or any antisocial organizations.
 - 4) When the Guest or the Guest seeking accommodation is deemed to be a member of a corporation or other groups of which business activities are under the control of a crime syndicate or organized crime groups.
 - 5) When the Guest or 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.
 - 6) When the Guest or 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.

- 7) When the Hotel is unable to provide accommodation due to natural calamities and /or other unavoidable causes.
- 8) When the provisions of Article 10 of the Hotel Business Law of the Hokkaido Ordinances are applicable:
 1. When it is feared that the Guest seeking accommodation is clearly detected as being in a state of intoxication or shows abnormal behavior which may disturb other guests of the Hotel.
 2. When it is feared that the Guest seeking accommodation is with notably filthy wears or belongings that may cause problems guarding the health of other guests of the Hotel.
- 9) When the Guest does not observe prohibited actions such as smoking in bed, mischief to the fire suppression systems and other prohibitions of the Regulations stipulated by the Hotel.
 2. In the 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/she has not received service.

Article 8. Registration

1. The Guest shall register the following particulars at the Reception of the Hotel on the day of accommodation.
 - 1) Name, age, sex, address, and occupation of the Guest(s)
 - 2) In the case of non-Japanese nationals, 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. Foreigners who do not have an address in Japan will have to present their passport and provide a copy.

Article 9 Occupancy Hours of Guest Rooms

1. The Guest is entitled to occupy the contracted guest room of the Hotel from 3p.m. of their check-in date or arrival until 10a.m. on the day of departure. However, the Accommodation Contract goes on to stipulate that the Guest is entitled to occupy the room all day excluding the arrival and departure date in the case of a continuous stay.
2. As a general rule, the Hotel does not offer an hourly extension service after 10 a.m. In the case of checkout after 12p.m. the Hotel shall demand the full amount of the Accommodation Charge.

Article 10. Observance of House Regulations

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

Article 11. Payment of Accommodation Charges

1. The breakdown of the Accommodation Charges, etc, that the Guest shall pay is as listed in the attached Table No.1.
2. Payment of the accommodation fee, etc. in the preceding paragraph shall be made in Japanese currency or by alternative methods such as travel checks, accommodation tickets, credit cards, etc. that are recognized by the Hotel. Payments must be made in an appropriate manner before the arrival of the guest or when the hotel charges.
3. Accommodation Charge 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.

Article 12. Liabilities of the Hotel

1. Liabilities of the Hotel for the accommodation begins once the Guest has registered at the Reception Desk of the Hotel and terminates the time when the Guest has left the room for his/her departure.
2. The Hotel shall compensate the Guest for damage if the Hotel has caused such damage to the Guest in the fulfillment or the non-fulfillment or the Accommodation Contract and/or related agreements. However, the same shall not apply in cases where such damage has been caused due to reasons for which the Hotel is not liable.
3. The Hotel is covered by the Hotel Liability Insurance for coverage of unexpected fires and /or other disasters.
4. The Hotel cannot be held liable for any possible trouble that may be caused by missing the room key under the responsibility of the Guest.

Article 13. Waiver for Computer Communication Services

1. Please be aware that the Guests are liable for any use of computer communication services from within the Hotel. The Hotel cannot be held liable for any possible damage that may be caused by a systems failure or any other reasons while the computer communication services are being used. In addition, the Guest may be required to compensate the Hotel and third parties for any possible damage caused by acts that we judge to be an inappropriate use of our computer communication systems.

Articles 14. Handling when unable to provide Contracted Rooms

1. The Hotel shall, when unable to provide contracted room(s), 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 cannot be made notwithstanding the provisions of 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 reparation. However, when the Hotel cannot provide accommodations due to causes for which the Hotel is not liable, the Hotel will not pay the compensation fee to the Guest.

Article 15. Liability of the Guest

- 1 The Guest shall compensate the Hotel for any damaged caused intentionally or through negligence on the part of the Guest,

Article 16. Governing Language

1. These Terms are provided in both Japanese and English. In case of a discrepancy between the original terms and its translation, the Japanese version will take precedence in any case.

Articles 17. Jurisdiction and Applicable Laws

1. Litigation arising from the Terms will be resolved in the courts in the jurisdiction of the Hotel and in accordance with Japanese law.