

Provisions Governing Accommodation Agreements

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 the laws and regulations applicable and/or generally accepted practices.

2. When the Hotel enters into a special contract with the Guest insofar as such special contract does not violate the laws and 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 Contract

Article 2. A Guest who intends to make an application for an Accommodation Contract with the Hotel shall provide the Hotel with the following information.

(1) Name of the Guest.

(2) Date of accommodation and estimated time of arrival.

(3) Accommodation Charges (based, in principle, on the basic Accommodation Charges listed in Attached Table No.1)

(4) Any other particulars required by the Hotel.

2. If during his stay, the Guest requests an extension of the accommodation beyond the date as specified 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 considered as completed when the Hotel accepts the application as stipulated in the preceding Article. However, this does not apply if it is confirmed that the Hotel has not accepted the said application.

2. When a Contract for Accommodation is completed in accordance with 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 if the period of stay exceeds 3 days) by the date specified by the Hotel.

3. The deposit shall be used, to pay the Guest's total Accommodation Charges, second, to pay the cancellation charges under Article 6 and third, for reimbursement 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 the Guest fails to pay the deposit by the date stipulated in Paragraph 2, the Hotel shall consider the Accommodation Contract as invalid. However, the same shall apply only when the Guest is informed by the Hotel of the due date of the deposit.

Special Contracts Requiring No Accommodation Deposit

Article 4. Notwithstanding provisions of Paragraph 2 of the preceding Article, the Hotel may enter into a special contract under which no accommodation deposit is required, following completion of the Contract as stipulated in the same paragraph.

2. If the Hotel does not request payment of the deposit as stipulated in Paragraph 2 of the preceding Article and does not specify deposit payment date, at the time the application for an accommodation contract is accepted, it shall be treated as though the Hotel has accepted a special contract as described in the preceding paragraph.

Refusal of Accommodation Contracts

Article 5. The Hotel may not accept as completed an Accommodation Contract under any of the following conditions.

- (1) When the application for accommodation does not conform to 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 considered liable to conduct himself in a manner that will contravene the law or act against public order or good morals in regard to his accommodation.
- (4) When the Guest seeking accommodation is a member of or is related to an organized crime group (as defined by the Act on Prevention of Unjust Acts by Organized Crime Group Members enforced on March 1, 1992), an enterprise or a group associated with an organized crime group, or other antisocial group (hereinafter referred to as "an antisocial group such as an organized crime group").
- (5) When the Guest seeking accommodation is a member of an organized crime group or a legal entity or other group whose business activities are governed by an organized crime group or by its member.
- (6) When the Guest seeking accommodation is a member of, or is related to, a legal entity in which a member of an antisocial group such as an organized crime group is an officer, a legal entity whose management is effectively governed by or is participated in by an antisocial group such as an organized crime group, or a legal entity that supplies fund or other resource to an antisocial group such as an organized crime group.
- (7) When the Guest seeking accommodation is recognized as making violent, threatening, extortionate or intimidating demands, as demanding a burden in excess of reasonable limits, or having made a similar act in the past, to the Hotel or to its employees.
- (8) When the Guest seeking accommodation can be clearly recognized as carrying an infectious disease.
- (9) When the Hotel is requested to assume an unreasonable burden with respect to his accommodation.
- (10) When the Hotel is unable to provide accommodation due to natural calamities, malfunction of hotel facilities and/or other unavoidable causes.
- (11) When it is recognized that a Guest seeking accommodation is likely to cause significant annoyance to other guests, or when there are other justifiable reasons for refusing to accommodate the Guest. (This provision is in accordance with Regulations for the Enforcement of Hotel Business Law.)

Right to Cancel Accommodation Contracts by the Guest

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

2. When the Guest cancels the Accommodation Contract in whole or part due to causes for which the Guest is liable (except when the Hotel has requested payment of deposit by the specified period as prescribed in Paragraph 2 of Article 3 and the Guest cancels before the payment), the Guest shall pay a cancellation charge as listed in Attached Table No.2. However, when a special contract, as prescribed in Paragraph 1 of Article 4, has been completed, the same shall apply only if the Guest is informed of the obligation to pay a cancellation charge in the event the Guest makes such a cancellation.

3. When a Guest does not arrive by 8 p.m. on the accommodation date and does not give advance notice of such tardiness (or within 2 hours after the expected time of arrival when the Hotel is notified in advance), the Hotel may regard the Accommodation Contract as cancelled by the guest.

Right to Cancel Accommodation Contracts by the Hotel

Article 7. The Hotel is entitled to cancel the Accommodation Contract if a Guest is applicable to any one of the following paragraphs.

- (1) When the Guest is considered liable to conduct, or has conducted, himself in a manner contrary to the law or act against public order and good morals in regard to his accommodation.
 - (2) When the Guest can be clearly detected as carrying an infectious disease.
 - (3) When the Hotel is requested to assume an unreasonable burden with respect to his accommodation.
 - (4) When the Hotel is unable to provide accommodation due to natural calamities and/or other causes of force majeure.
 - (5) If it is recognized that the Guest seeking accommodation is likely to cause significant annoyance to other guests. (This provision is in accordance with Regulations for the Enforcement of Hotel Business Law.)
 - (6) When the Guest is a member of an organized crime group as defined in the Act on Prevention of Unjust Acts by Organized Crime Group Members enforced on March 1, 1992, a person related to such group, or is a member of other antisocial group.
 - (7) When the Guest is a member of a legal entity or other group whose business activities are governed by an organized crime group or by a member of such group.
 - (8) When a Guest is a member or an employee of a legal entity whose officer is a member of an organized crime group.
 - (9) When the Guest is recognized as having spoken or behaved significantly annoying to other guests.
 - (10) When the Guest is recognized as making violent, threatening, extortionate or intimidating demands, as demanding a burden in excess of reasonable limits, or is recognized as having made a similar act in the past, to the Hotel or to its employees.
 - (11) When the Guest does not follow the forbidden clauses stipulated in the rules set by the Hotel.
 - (12) When the Guest engages in prohibited behavior, such as smoking in bed, damaging the firefighting facilities or other prohibited action stipulated by the Hotel in the Use Regulations (restricted to particulars deemed necessary in order to avoid starting fires).
2. When the Hotel has cancelled the Accommodation Contract in accordance with the preceding paragraph, the Hotel is not entitled to charge the Guest for any future services during the contractual period which he has not received.

Registration

Article 8. The Guest shall register the following information at the front desk of the Hotel on the day of accommodation.

- (1) Name, age, sex, address and occupation of the Guest
 - (2) Nationality, passport number, port and date of entry in Japan (Japanese excepted)
 - (3) Date and estimated time of departure; and
 - (4) Other particulars deemed necessary by the Hotel
2. When a Guest intends to pay his Accommodation Charges prescribed in Article 12 by means other than Japanese currency, such as traveler's checks, coupons or credit cards, these credentials 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 12 noon the next day. However, when the Guest is accommodated continuously, the Guest may occupy his room all day long except for the arrival and departure days.

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 received, as follows,

Until 1:00 p.m.	10% of room rate
Until 2:00 p.m.	20% of room rate
Until 3:00 p.m.	30% of room rate
Until 4:00 p.m.	40% of room rate
Until 5:00 p.m.	50% of room rate
After 5:00 p.m.	Full room rate

Observance of Use Regulations

Article 10. The Guest shall observe the Use Regulations established by the Hotel, which are posted within the premises of the Hotel.

Business Hours

Article 11. Business hours of the main facilities etc. of the Hotel are as follows, and those of other facilities etc. shall be given in detail in brochures provided, notices displayed in each place, service directories in guest rooms and by other means.

(1) Service hours of front desk, cashier's desk, etc.

- A. Entrance opens 24hours daily
- B. Front service 24hours daily
- C. Exchange service 24hours daily

(2) Service hours (at facilities) for dining, drinking, etc.

For information on the facilities, and services, please consult the facility guide provided in your room.

(3) Service hours of auxiliary facilities

Information is given at the front desk.

2. Business hours specified in the preceding paragraph are subject to temporary changes due to unavoidable causes in the Hotel. In such cases, the Guest shall be informed by appropriate means.

Payment of Accommodation Charges

Article 12. The breakdown and method of calculating the Accommodation Charges etc. the Guest shall pay is listed in the Attached Table No.1.

2. Accommodation Charges etc. as stated in the preceding paragraph shall be in Japanese currency or by such other means as traveler's checks, coupons or credit cards recognized by the Hotel or at the front desk at the time the Guest departs 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 caused to the guest by the Hotel in the fulfillment or the nonfulfillment of the Accommodation Contract and / or related agreements. However, the same does not apply when such damages is the result of causes for which the Hotel is not liable.

2. The Hotel is covered by Hotel Liability Insurance in order deal with unexpected fire and/or other disasters.

Procedure When Unable to Provide Contracted Rooms

Article 14. The Hotel shall, when unable to provide contracted rooms, arrange accommodation of the same standard elsewhere for the Guest insofar as practicable, with 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. However, when the Hotel cannot provide accommodation due to causes for which the Hotel is not responsible, the Hotel shall not compensate the Guest.

Handling of Deposited Articles

Article 15. The Hotel shall compensate the Guest for damage when loss, breakage or other damage is caused to goods, cash or valuables deposited at the front desk by the Guest, except when is due to causes of force majeure. The Hotel will compensate a Guest for damage caused to cash and/or valuables to the maximum of 150,000 yen in the case where the Hotel has requested the declaration of types and values of cash and/or valuables and the Guest has failed to do so.

2. The Hotel shall compensate the Guest for damage incurred when loss, breakage or other damage is caused, through intent or negligence on the part of the Hotel, to goods, cash or valuables brought into the Hotel premises by the Guest but not deposited at the front desk. However, the Hotel will compensate a Guest for damage caused to cash and/or valuables to the maximum of 150,000 yen in the case where a Guest has failed to declare types and values of such cash and/or valuables in advance in the event the Hotel is found to be responsible for such loss intentionally or through material negligence.

Custody of Guests' Baggage and/or Belonging

Article 16. If the Guest's baggage is brought into the Hotel before the Guest's arrival, the Hotel shall be responsible for keeping it only when such request has been accepted by the Hotel. The baggage shall be handed over to the Guest at the front desk, at the time of check-in.

2. In the case that baggage or personal belongings of a guest are left at the Hotel after a guest checks out and the owner of such baggage or personal belongings is identified, the Hotel will contact the owner of them to seek instructions on the disposition of them. In the case that the owner of such baggage or personal belongings fails to give specific instructions or the owner of them cannot be traced, the Hotel will dispose of them after storing them for one month. Perishable foods, foodstuffs or drinks will be stored for three days after the checkout date.

3. The Hotel's liability in regard to custody of the Guest's baggage and belongings, as in the case described in the preceding two paragraphs, shall be assumed in accordance with 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.

Responsibility for Parking Lot/Parking

Article 17. The Century City Parking Lot, which is a public car parking lot, is designated as a parking lot of the Hotel. The Guests are kindly requested to observe the rules of the Century City Parking Lot, a public car parking lot, when Guests park a car there.

2. In the event that a Guest parks a car in the private parking lot of the Hotel, the Hotel is providing the space for car parking purposes regardless of whether or not the car key is deposited with the Hotel and will not be responsible for the management of the car. The Hotel will be responsible for damage compensation, however, if any damage is caused to a Guest's car in the case where the Hotel is found to be responsible for the damage intentionally or through negligence.

Liability of the Guest

Article 18. The Guest shall compensate the Hotel for any damage caused through intent or negligence on the part of Guest.

Attached Table No.1 Calculation Method for Accommodation Charges, etc.

		Contents
Total charges for guest	Accommodation Charges (1)	① Basic lodging charges ② Service charge ①×10% ③ Tax (①+②)×Tax rate
	Accommodation Charges (2)	④ Food and beverage charges ⑤ Service charge ④×10% ⑥ Tax (④+⑤)×Tax rate

Remarks-Attached Table No.1

1. The Hotel charges the same rates and charges to children and adults alike. However, special children's rates and charges are sometimes set for some commodities. The Hotel will notify the Guests of any special children's rates and charges for such commodities by an appropriate method. The children's charges are applicable to children of elementary school age.
2. In the event the tax law is revised, it shall apply to the revised regulations.

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

Contracted number of guests	Date when cancellation of contract is given	No show	Accommodation day	1 day prior to accommodation day	9 day prior to accommodation day	20 day prior to accommodation day
		Individual	1 to 14	100%	80%	20%
Group	15 to 99	100%	80%	20%	10%	—
	100 and more	100%	100%	80%	20%	10%

Remarks-Attached Table No.2

1. Percentage is the ratio of penalty fee to the accommodation fee at the time of booking.