

## 宿泊約款

### (適用範囲)

- 第1条 1 ホテルグランバッハ熱海クレッシェンド(以下「当ホテル」とします)が宿泊客との間で締結する宿泊約款及びこれに関連する契約は、この約款の定めるところによるものとし、この約款に定めのない事項については、法令又は一般に確立された習慣によるものとし、
- 2 当ホテルが、法令及び習慣に反しない範囲で特約に応じたときは、前項の規定にかかわらず、その特約が優先するものとし、

### (宿泊契約の申込み)

- 第2条 1 当ホテルに宿泊契約の申込みをしようとする者は、次の事項を申し出ていただきます。なお、申込にあたっては、本宿泊約款が契約内容になることに同意したうえで、申込するものとし、
- (1) 宿泊者名
  - (2) 宿泊日及び到着予定時刻
  - (3) 宿泊料金(原則として別表第1の基本宿泊料による。)
  - (4) その他ホテルが必要と認める事項
- 2 宿泊客が、宿泊中に前項第2号の宿泊日を超えて宿泊の継続を申し入れた場合、当ホテルは、その申し出がなされた時点で新たな宿泊契約の申込みがあったものとして処理します。

### (宿泊契約の成立等)

- 第3条 1 宿泊契約は、当ホテルが前条の申込みを承諾したときのみ成立するものとし、ただし、当ホテルが承諾をしなかったことを証明したときは、この限りではありません。
- 2 前項の規定により宿泊契約が成立したときは、宿泊期間(3日を超えるときは3日間)の基本宿泊料を限度として当ホテルが定める申込金を、当ホテルが指定する日までに、お支払いいただきます。
- 3 申込金は、まず、宿泊客が最終的に支払うべき宿泊料金に充当し、第6条及び第17条の規定を適用する事例が生じたときは、違約金に次いで賠償金の順序で充当し、残額があれば、第11条の規定による料金の支払いの際に返還致します。
- 4 第2項の申込金を同項の規定により当ホテルが指定した日までにお支払いいただけない場合は、宿泊契約はその効力を失うものとし、ただし申込金の支払期日を指定するに当たり、当ホテルがその旨を宿泊客に告知した場合に限ります。

### (申込金の支払いを要しないこととする特約)

- 第4条 1 前条第2項の規定にかかわらず、当ホテルは、契約の成立後同項の申込金の支払いを要しないこととする特約に応じることがあります。
- 2 宿泊契約の申込みを承諾するに当たり、当ホテルが前条第2項の申込金の支払いを求めなかった場合及び申込金の支払い期日を指定しなかった場合は、前項の特約に応じたものとして取り扱います。

### (宿泊契約締結の拒否)

- 第5条 当ホテルは、次に掲げる場合において、宿泊契約の締結に応じないことがあります。
- (1) 宿泊の申し込みが、この約款によらないとき。
  - (2) 満室(員)により客室の余裕がないとき。
  - (3) 宿泊しようとする者が、宿泊に関し、法令の規定、公の秩序若しくは善良の風俗に反する行為をするおそれがあると認められるとき。
  - (4) 宿泊しようとする者が、次のイ又はロに該当すると認められるとき。  
イ 暴力団員による不当な行為の防止などに関する法律(平成3年法律第77号)に規定する暴力団(以下「暴力団」という。)、同条第2条第6号に規定する暴力団員(以下「暴力団員」という。)、暴力団準構成員又は暴力団関係者その他の反社会的勢力  
ロ 前イ号に該当する者が事業活動を支配する法人その他の団体又はその役員のうち前イ号に該当する者がある法人その他の団体に属する者であるとき
  - (5) 宿泊しようとする者が、他の宿泊客に著しい迷惑を及ぼす言動をしたとき
  - (6) 宿泊しようとする者が、伝染病者であると明らかに認められるとき。
  - (7) 宿泊に関し合理的な範囲を超える負担を求められたとき。
  - (8) 天災、施設の故障、その他やむを得ない事由により宿泊させることができないとき。
  - (9) 宿泊しようとする者が、泥酔者等で、他の宿泊者に著しく迷惑を及ぼすおそれがあると認められるとき。あるいは宿泊客が他の宿泊者に著しく迷惑を及ぼす言動をしたとき。

### (宿泊客の契約解除権)

- 第6条 1 宿泊客は、当ホテルに申し出て、宿泊契約の解除をすることができます。
- 2 当ホテルは、宿泊客がその責めに帰すべき事由により宿泊契約の全部又は一部を解除した場合(第3条第2項の規定により当ホテルが、申込金の支払期日を指定してその支払いを求めた場合であって、その支払いより前に宿泊客が宿泊契約を解除したときを除きます。)は、別表第2に掲げるところにより、違約金を申し受け、た

だし、当ホテルが第4条第1項の特約に応じた場合にあつては、その特約に応じるに当たって、宿泊客が宿泊契約を解除したときの違約金支払義務について、当ホテルが宿泊客に告知したときに限ります。

3 当ホテルは、宿泊客が連絡をしないで宿泊日当日の午後6時(あらかじめ到着予定時刻が明示されている場合は、その時刻を2時間超過した時刻)になつても到着しないときは、その宿泊契約は宿泊者により解除されたものとみなし処理することがあります。

#### (当ホテルの契約解除権)

第7条 1 当ホテルは、次に掲げる場合において、宿泊契約を解除することができます。

(1)宿泊客が法令の規定、公の秩序若しくは善良の風俗に反する行為をするおそれがあると認められるとき、又は同行をしたと認められるとき。

(2)宿泊客が次のイ又はロに該当すると認められるとき。

イ 暴力団、暴力団員、暴力団準構成員又は暴力団関係者その他の反社会的勢力

ロ 前イ号に該当する者が事業活動を支配する法人その他の団体又はその役員のうちに前イ号に該当する者がある法人その他の団体に属する者であるとき

(3)宿泊客が他の宿泊客に著しい迷惑を及ぼす言動をしたとき。

(4)宿泊客が伝染病者であると明らかに認められるとき。

(5)宿泊客から宿泊に関し合理的な範囲を超える負担を求められたとき。

(6)天災等不可抗力に起因する事由により宿泊させることができないとき。

(7)宿泊客が、泥酔等により他の宿泊客に迷惑をおよぼすおそれがあると認められるとき。

(8)客室での喫煙、消防用設備等に対するいたずら、その他当ホテルが定める利用規則の禁止事項(火災予防上必要なものに限る。)に従わないとき。

2 当ホテルが前項の規定に基づいて宿泊契約を解除したときは、宿泊客がいまだに提供を受けていない宿泊サービス等の料金はいただきません。

#### (宿泊の登録)

第8条 1 宿泊客は、宿泊当日、当ホテルのフロントにおいて、次の事項を登録していただきます。

(1)宿泊者の氏名、年齢、性別、住所及び職業

(2)外国人にあつては、国籍、旅券番号、入国地及び入国年月日

(3)出発日及び出発予定時刻

(4)その他当ホテルが必要と認める事項

2 宿泊客が第11条の料金の支払いを、旅行小切手、宿泊券、クレジットカード等通貨に代わり得る方法により行うときはあらかじめ、前項の登録時にそれらを提示していただきます。

#### (客室の使用時間)

第9条 1 宿泊客が当ホテルの客室を使用できる時間は、午後3時から翌朝11時までとします。ただし、連続して宿泊する場合においては到着日及び出発日を除き、終日使用することができます。

2 当ホテルは、前項の規定にかかわらず、同行の定める時間外の客室の使用に応じることがあります。この場合には次に掲げる追加料金を申し受けます。

(1)午後2時までは、室料金の30%

(2)午後5時までは、室料金の50%

(3)午後5時以降は、室料金の100%

#### (利用規則の遵守)

第10条 宿泊客は当ホテルにおいては、当ホテルが定めてホテル内に掲示した利用規則に従って頂きます。

#### (料金の支払い)

第11条 1 宿泊客が支払うべき宿泊料金等の内訳及びその算定方法は、別表1の掲げるところによります。

2 前項の宿泊料金等の支払いは、通貨又は当ホテルが認めた旅行小切手、宿泊券、クレジットカード等これに代わり得る方法により、宿泊客の出発の際又は当ホテルが請求した時、フロントにおいて行っていただきます。

3 当ホテルが宿泊客に客室を提供し、使用が可能になったのち、宿泊客が任意に宿泊しなかった場合においても、宿泊料金は申し受けます。

#### (当ホテルの責任)

第12条 1 当ホテルは、宿泊契約及びこれに関連する契約の履行に当たり、又はそれらの不履行により宿泊客に損害を与えたときは、その損害を賠償します。ただし、それが当ホテルの責めに帰すべき事由によるものでないときは、この限りではありません。

2 当ホテルは、消防機関から適マークを受領しておりますが、万が一の火災等に対処するため、旅館賠償責任保険に加入しております。

#### (契約した客室の提供が出来ないときの取り扱い)

第13条 1 当ホテルで、宿泊客に契約した客室を提供できないときは、宿泊客の了解を得て、できる限り同一の条件による他の宿泊提供をあっ旋するものとします。

2 当ホテルは、前項の規定にかかわらず他の宿泊施設のあつ旋ができないときは、違約金相当額の保証料を宿泊客に支払い、その補償料は損害補償額に充当します。ただし、客室が提供できないことについて、当ホテルの責めに帰すべき事由がないときは補償料を支払いません。

(貴重品・寄託物の取扱い)

- 第14条 1 宿泊者の物品(第15条第1項を除く)または現金並びに貴重品について、いかなる場合においてもお預かり致しません。
- 2 宿泊者の物品、貴重品及び現金につきましては、宿泊客ご自身で保管ください。客室備え付け又はロビー等のパブリックエリアに設置されているセキュリティーボックスをご利用頂けます。
- 3 宿泊者の物品又は現金及び貴重品にかかる滅失、毀損又は盗難等による損害に関し、当ホテルが負う損害賠償額は、当ホテルに故意又は重大な過失がある場合を除き、5万円を上限とします。ただし、宿泊客が前項のセキュリティーボックスを利用しなかった場合には、当ホテルは、一切の責任を負わないものとします。

(宿泊客の手荷物又は携帯品の保管)

- 第15条 1 宿泊客の手荷物が、宿泊に先立って当ホテルに到着した場合は、その到着前に当ホテルが了解したときに限って責任をもって保管し、宿泊客がフロントにてチェックインする際お渡します。なお、現金及び貴重品については、お預かり致しません。
- 2 宿泊客がチェックアウトしたのち、宿泊客の手荷物又は携帯品が当ホテルに置き忘れられていた場合において、その所有者が判明したときは、当ホテルは、当該所有者に連絡をするとともにその指示を求めるものとします。ただし、所有者の指示がない場合または所有者が判明しないときは、発見日を含め7日間保管し、その後最寄りの警察署に届けます。
- 3 宿泊者の物品又は現金及び貴重品にかかる滅失、毀損又は盗難等による損害については、前条第3項の規定が適用されるものとします。

(駐車に関する責任)

- 第16条 宿泊客が当ホテルの駐車場をご利用になる場合、車両の鍵を当ホテルに預けるか否かにかかわらず、当ホテルは駐車のための場所をお貸しするものであって、車両の管理責任を負うものではありません。

(宿泊客の責任)

- 第17条 宿泊客の故意又は過失により当ホテルが損害を被ったときは、当該宿泊客は当ホテルに対し、その損害を賠償していただきます。

(コンピューター通信利用に関する免責事項)

- 第18条 コンピューター通信のご利用中にシステム障害その他の理由によりサービスが中断し、その結果利用者がいかなる損害を受けた場合においても、当ホテルは一切の責任を負いません。また、コンピューター通信のご利用に当ホテルが不適切と判断した行為により、当ホテル及び第三者に損害が生じた場合、その損害を賠償していただきます。

(準拠法・紛争解決条項)

- 第19条 1 本約款は日本国の法律に従って解釈され、日本語を正文とし、参考のために提示された翻訳文がある場合も、日本語の正文のみが契約としての効力を有するものとし、翻訳文はいかなる効力も有しないものとします。
- 2 宿泊客及び当ホテルは、本契約に起因する又は本契約に関連して生じた紛争については、[東京地方裁判所]を第一審の専属的合意管轄裁判所とすることに合意します。

別表第 1

宿泊料金等の内訳(第2条第1項及び第11条第1項関係)

宿泊客が支払うべき総額	内訳	
	宿泊料金	基本宿泊料(室料) (ただし、1泊2食付プランについては室料+朝・夕食料、 1泊朝食付プランについては室料+朝食料)
	追加料金	飲食料(基本宿泊料に含まれる以外のもの)及びその他の利用料金
税金	消費税等法令により規定される諸税	

- (注) 1. 基本宿泊料は当ホテルが提示する料金表によります。
2. 税法が改正された場合はその改正された規定によるものとします。

別表第2

違約金(第6条第2項関係)

		不泊	当日	前日	3日前	7日前	14日前	21日前	30日前	45日前
一般	個人	100%	100%	100%	50%	20%				
団体	6室以上	100%	100%	100%	80%	50%	20%			
	20室以上	100%	100%	100%	100%	80%	50%	20%		
	貸切	100%	100%	100%	100%	80%	50%	50%	50%	20%

(注) 1.%は、基本宿泊料に対する違約金の比率です。

2.契約日数が短縮した場合は、その短縮日数にかかわらず、1日分(初泊)の違約金を収受します。

## Terms and Conditions for Accommodation Contracts

### (Scope of Application)

- Article 1 (1) Contract for accommodation and related agreements to be entered into between the Hotel Grand Bach Atami Crescendo (the "Hotel") and the guest to be accommodated shall be subject to these Terms and Conditions and any particulars not provided for herein shall be governed by laws and regulations and/or generally accepted practices.
- (2) In the case when the Hotel has entered into a special contract with a guest, insofar as such special contract does not violate laws and regulations, and generally accepted practices, such special contract shall prevail over the provisions of these Terms and Conditions.

### (Application for Accommodation Contracts)

- Article 2 (1) A guest who requests to enter into an accommodation contract with the Hotel shall notify the Hotel of the following particulars:
1. Name of the Guest(s);
  2. Date of stay and estimated time of arrival;
  3. Accommodation charges (based in principal on the Basic Accommodation Charge listed in the Attached Table No.1); and
  4. Other particulars deemed necessary by the Hotel.
- Guest shall make such request after agreeing that this Terms and Conditions for Accommodation Contracts become an agreement between the Hotel and the Guest.
- (2) In the case when the guest requests, during his stay, an extension of stay beyond the date as specified in the item 2 of the preceding paragraph, it shall be regarded that the guest has expressed his/her request to enter into a new accommodation contract at the time such request is made.

### (Conclusion of Accommodation Contracts, etc.)

- Article 3 (1) A contract for accommodation shall take effect when the Hotel has duly accepted the request made 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 taken effect 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 (three days when the period of stay exceeds three days).
- (3) The deposit shall be first used for the Total Accommodation Charges to be paid by the Guest. Then secondly for the cancellation charges under Article 6 and thirdly for the reparations under Article 17 if applicable, and the remainder if any shall be refunded at the time of the payment of the Accommodation Charges as stated in Article 11.
- (4) When the guest has failed to pay the deposit by the date as stipulated in paragraph (2), the accommodation contract shall automatically be terminated. However, the same shall apply only in the case where the guest is thus informed by the Hotel when the Hotel has set the due date of deposit payment.

### (Special Contracts Requiring No Accommodation Deposit)

- Article 4 (1) Notwithstanding the provision of paragraph (2) of the preceding Article, the Hotel may enter into a special contract requiring no accommodation deposit after the accommodation contract has taken effect as stipulated in the same paragraph.
- (2) In the case when 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 payment date of deposit at the time the application for an accommodation contract has been accepted it shall be treated as that the Hotel has accepted a special contract prescribed in the preceding paragraph.

### (Refusal of Accommodation Contracts)

- Article 5 The Hotel may choose not to enter into an accommodation contract under any of the following cases:
- (1) When the request 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 deemed liable to conduct himself in a manner that will contravene the laws or act against the public order of good morals in regard to his accommodation;
  - (4) When the guest seeking accommodation falls under (a) an organized crime group as defined in the Act on Prevention of Unjust Acts by Organized Crime Group Members (an "Organized Crime Group"), a member of an Organized Crime Group as defined in Item 6 of Article 2 of the above Act (a "Member"), a quasi-member of an Organized Crime Group, anyone affiliated with or related to an Organized Crime Group, or any other anti-social forces, or (b) a member of any entity or group whose business is controlled by anyone

- falling under the above item (a) or any one of whose officers falls under the above item (a);
- (5) When the guest seeking accommodation has engaged in conduct that could cause significant nuisance or annoyance to other guests
  - (6) When the guest seeking accommodation can be clearly detected as carrying an infectious disease;
  - (7) When the Hotel is requested to assume an unreasonable burden in regard to his accommodation;
  - (8) When the Hotel is unable to provide accommodation due to natural calamities, dysfunctions of the facilities and/or other unavoidable causes;
  - (9) When a person requesting Hotel accommodations, is obviously intoxicated and could cause annoyance to other guests or when a person is behaving in such a manner as to be an annoyance to other guests.

(Right to Accommodation Contracts by the guest)

- Article 6 (1) Guests are entitled to cancel the accommodation contract by so notifying the Hotel.
- (2) In the case when a guest has cancelled the accommodation contract in whole or in part due to causes attributable to the guest (except in the case when the Hotel has requested the payment of the deposit during the specified period as prescribed in Paragraph 2 of Article 3 and the guest has cancelled before the payment) the guest shall pay cancellation charges as listed in the Attached Table No.2.
- However, in the case when a special contract as prescribed in Paragraph 1 of Article 4 has taken effect, the same shall apply only when the guest is informed of the obligation to pay cancellation charges in case of cancellation by the guest.
- (3) In the case when the guest does not arrive 6 p.m. of the accommodation date (two hours after the expected time of arrival if the Hotel is notified of it) 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 (1) The Hotel may cancel the accommodation contract under any of the following case;
1. When a guest 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 a guest falls under (a) an Organized Crime Group, a Member, a quasi-member of Organized Crime Group, anyone affiliated with or related to an Organized Crime Group, or any other anti-social forces, or (b) a member of any entity or group whose business is controlled by anyone falling under the above item (a) or any one of whose officers falls under the above item (a);
  3. When a guest has engaged in conduct that could cause significant nuisance or annoyance to other guests;
  4. When the guest can be clearly detected as carrying an infectious disease;
  5. When the Hotel is requested to assume an unreasonable burden in regard to his accommodation;
  6. When the Hotel is unable to provide accommodation due to natural calamities and/or other causes of force majeure;
  7. When a person is requesting Hotel accommodation, is obviously intoxicated and could cause annoyance to other guests or when a person is behaving in such a manner as to be an annoyance to other guests;
  8. When the guest does not observe prohibited actions such as smoking in bed, mischief to the firefighting facilities and other prohibitions of the House Regulations stipulated by the Hotel (limited to such prohibitions deemed necessary in order to avoid the causing of fires.)
- (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 the services which has not been rendered to the guest.

(Registration)

- Article 8 (1) The guest shall be requested the following particulars at the Front Desk of the Hotel on the day of accommodations;
1. Name, age, sex, address, and occupation of the Guest(s);
  2. Except Japanese, nationality, passport number, port and date of entry in Japan;
  3. Date and estimated time of departure;
  4. Other particulars deemed necessary by the Hotel
- (2) In the case when the guest intends to pay his Accommodation Charges prescribed in Article 11 by any 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 of Guest Room)

- Article 9 (1) The guest is entitled to occupy the contracted guest room of the Hotel from 2:00 p.m. to 11:00 a.m. of the next day. However, in the case when the guest is accommodated continuously, the guest may occupy it all day long, except for the days of arrival and departure.
- (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 paid as follows:
1. Until 2:00 p.m.: 30% of the room charge;
  2. Until 5:00 p.m.: 50% of the room charge;
  3. After 5:00 p.m.: 100% of the room charge

(Observance of USE Regulations)

- Article 10 The guest shall observe the House Regulations set forth by the Hotel, which are posted within the premises of the Hotel.

(Payment of Accommodation charges)

- Article 11 (1) The breakdown and method of calculation of the Accommodation Charges etc. payable by guests 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 any means other than Japanese currency such as traveler's checks, coupons or credit cards recognized by the Hotel at the Front Desk at the time of 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 and are at his disposal.

(Liabilities of the Hotel)

- Article 12 (1) The Hotel shall compensate the guest for the damage if the Hotel has caused such damage to the guest in performance or breach of accommodation contract and/or related agreements: *provided, however, that*, the Hotel shall not be liable for any damage that has been caused due to reasons not attributable to the Hotel.
- (2) The Hotel has received the "PASS MARK" (Certificate of excellence of Fire Prevention Standard issued by the fire station). Furthermore, the Hotel is covered by the Hotel Liability Insurance in order to deal with unexpected fire and/or other disasters.

(Handling when unable to provide Contracted Rooms)

- Article 13 (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 of 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 such compensation fee shall be appropriated to compensation of damages; *provided, however, that* when the Hotel cannot provide accommodation due to causes not attributable to the Hotel, the Hotel shall not compensate the guest.

(Handling of Valuables and Deposited Articles)

- Article 14 (1) The Hotel shall not keep any personal belongings of guests including cash and valuables except the case provided by Article 15.
- (2) Guests are responsible to keep safe their own personal belongings, cash and any valuables. Safe deposit boxes in guest rooms or at public area such as lobby are available during stay.
- (3) The aggregate liability of the Hotel for indemnification shall not in any event exceed an amount of JPY 50,000 for any damage to or loss of personal belongings, cash or valuables of guests unless such damage or loss was caused by willful misconduct or gross negligence by the Hotel; *provided, however, that* the Hotel shall not be liable in any event for any damage or loss incurred when the guest did not use any of the safe deposit boxes described in paragraph (2) of this Article 14.

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

- Article 15 (1) When the baggage of a guest is brought into the Hotel before his/her arrival, the Hotel shall be liable to keep it only in the 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. The hotel shall not, in any event, keep any cash or valuables of guests.
- (2) When the baggage or belongings of a guest is found left after his check-out, and the ownership of such item(s) is confirmed, the Hotel shall inform the owner of the article left and ask for further instructions. When no instructions is given to the Hotel by the owner or when the ownership is not confirmed, the Hotel shall keep such item(s) for seven days including the day it is found, and after this period, the Hotel shall turn it over to the nearest police station.
- (3) For indemnification of damages to or loss of personal belongings, cash or valuables, paragraph (3) of Article 14 shall apply.

(Liability regarding Parking)

Article 16 When a guest uses any of the parking spaces provided by the Hotel, the Hotel only leases such parking space to the guest and shall not be deemed to take possession or control, or be held liable over guests' vehicles regardless of whether or not the keys of such vehicles are deposited with the Hotel.

(Liability of the Guest)

Article 17 The guest shall compensate the Hotel for any damage incurred as a result of intentional conduct or negligence on the part of the guest.

(Waiver for Computer Communications Services)

Article 18 The Hotel is not responsible for any possible damage that may be caused by a system failure or for other reasons, while the computer communication services are being used. In addition, the guest may be required to compensate the Hotel and a third party for any possible damages caused by acts that the Hotel judges to be an inappropriate use of the computer communication system.

(Governing Law and Dispute Resolution)

Article 19 (1) These Terms and Conditions shall be governed by and construed in accordance with the laws of Japan. These Terms and Conditions are construed in Japanese language, any translation to any other language are for reference purpose only and shall not have any effect in construing or interpreting these Terms and Conditions.

(2) Guests and the Hotel hereby agree to submit to the exclusive, first-instance jurisdiction of the Tokyo District Court regarding any dispute arising out of or in connection with these Terms and Conditions.

### Attached Table No.1

The breakdown of accommodation and other charges  
(Ref. Paragraph (1) of Article 2 and Paragraph (1) of Article 11)

Total Amount to be paid by the Guest		Contents
	Accommodation Charge	① Basic Accommodation Charges (room charge) (*1 night 2 meals package: room charge plus breakfast and dinner fees 1 night with breakfast package: room charge plus breakfast fee) ② Service Charge (① ×10%)
	Extra Charge	③ Meals (except for the fees included in Basic Accommodation Charges), Drinks and Other Expenses ④ Service Charge (③ ×10%)
	Tax	Taxes charged under applicable laws such as consumption tax

Note:

1. Accommodation charge is based on the price list, which the hotel presents.
2. When tax law is revised, it shall be based on the revised regulation.



**Attached Table No.2****Penalty for Cancellation Charges**

(Ref. Paragraph (2) of Article 6)

Numbers of the Rooms		No-show	Date of stay	Previous day	Three days prior	Seven days prior	Fourteen days prior	Twenty-first days prior	Thirty days prior	Forty-five days prior
Individual	Individual	1 0 0 %	1 0 0 %	1 0 0 %	5 0 %	2 0 %				
Groups	6 rooms or more	1 0 0 %	1 0 0 %	1 0 0 %	8 0 %	5 0 %	2 0 %			
	20 rooms or more	1 0 0 %	1 0 0 %	1 0 0 %	1 0 0 %	8 0 %	5 0 %	2 0 %		
	Entirely reserved	1 0 0 %	1 0 0 %	1 0 0 %	1 0 0 %	8 0 %	5 0 %	5 0 %	5 0 %	2 0 %

Note:

1. Cancellation Charges are calculated as the percentages shown of applicable Basic Accommodation Charges.
2. 2. Where the contract period is shortened, a cancellation fee of one day (the first day) is assessed regardless of days by which the contract period is shortened.