

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 AsakusaKaminarimon-Takenoyado (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 intends 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.
- (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 intention 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 of when a parson 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 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 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 majored;
 7. When a person is requesting Hotel accommodation, is obviously intoxicated and could cause annoyance to other guests or when a parson 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. Expect 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. Over 3hours: 30% of the stay charge;
 2. Over 6hours: 50% of the stay charge;
 3. Over 6hours or more: 100% of the stay 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 No1.
- (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 in case the Hotel is held liable under applicable laws for any damage to or loss of personal belongings, cash or valuables of guests; *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 Please be informed that we are 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 we judge to be an inappropriate use of our 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.
(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:

- Accommodation charge is based on the price list, which the hotel presents.
- 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 %	8 0 %	5 0 %	3 0 %				
Groups	3 rooms or more	1 0 0 %	1 0 0 %	1 0 0 %	8 0 %	5 0 %	3 0 %			
	6 rooms or more	1 0 0 %	1 0 0 %	1 0 0 %	1 0 0 %	8 0 %	5 0 %	3 0 %		
	Entirely reserved	1 0 0 %	1 0 0 %	1 0 0 %	1 0 0 %	8 0 %	5 0 %	5 0 %	5 0 %	3 0 %

Note:

- Cancellation Charges are calculated as the percentages shown of applicable Basic Accommodation Charges.
- 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.