

## Terms and Conditions for Accommodation Contracts

### (Scope of Application)

**Article 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 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 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 and Conditions.

### (Application for Accommodation Contracts)

**Article 2.** 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);
- (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.); and
- (4) Other particulars deemed necessary by the Hotel.

**(2)** In the case when the Guest requests, during his stay, extension of the accommodation beyond the date in subparagraph (2) of the preceding Paragraph, it will 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 deemed to have been 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 proved 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 an accommodation deposit fixed by the Hotel within the limits of Basic Accommodation Charges covering the Guest's entire period of stay (3 days when the period of stay exceeds 3 days) by the date specified by the Hotel.

**(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 18 as applicable, and the remainder, if any, shall be refunded at the time of the payment of the Accommodation Charges as stated in Article 12.

**(4)** When the Guest has failed to pay the deposit by the date as stipulated in Paragraph 2, the Hotel shall treat the Accommodation Contract as invalid. However, the same shall apply only in the case when the Guest is thus informed by the Hotel when the period of payment of the deposit is specified.

### (Special Contracts Requiring No Accommodation Deposit)

**Article 4.** 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 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 date of the payment of the deposit at the time the application for an Accommodation Contract has been accepted, it shall be treated as the Hotel has accepted a special contract prescribed in the preceding Paragraph.

### (Refusal of Accommodation Contracts)

**Article 5.** The Hotel may not accept the conclusion of an Accommodation Contract under any of the following cases:

- (1) When the application for accommodation does not conform with 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 or good morals in regard to his accommodation;
- (4) When the Guest seeking accommodation 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, disfunction of the facilities and/or other unavoidable causes; or

(7) When the situation comes under Article 4 of Enforcement Regulations for Hyogo Prefectural Laws.

### (Right to Cancel Accommodation Contracts by the Guest)

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

**(2)** In the case when the 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 been concluded, the same shall apply only when the Guest is informed of the obligation of the payment of the cancellation charges in case of cancellation by the Guest.

**(3)** In the case when the Guest does not appear by 10 p.m. of the accommodation date (2 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.** The Hotel may cancel the Accommodation Contract under any of the following cases:

(1) When 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 seeking accommodation can be clearly detected as carrying an infectious disease;

(3) When the Hotel is requested to assume an unreasonable burden in regard to his accommodation;

(4) When the Hotel is unable to provide accommodation due to natural calamities, disfunction of the facilities and/or other causes of force majeure;

(5) When the situation comes under Article 4 of Enforcement Regulations for Hyogo Prefectural Hotel Laws;

(6) When the Guest does not observe prohibited actions such as smoking in bed, mischief to the fire-fighting facilities and other prohibitions of the Use Regulations stipulated by the Hotel (restricted to particulars 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 any of the services in the future during the contractual period which he has not received.

### (Registration)

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

(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; and

(4) Other particulars deemed necessary by the Hotel.

**(2)** In the case when the Guest intends to pay his Accommodation Charges prescribed in Article 12 by any means other than Japanese currency, such as traveler's cheques, 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 3 p.m. to the next noon. 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

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) Up to 3 hours : 30% of the room charge
- (2) Up to 6 hours : 50% of the room charge
- (3) More than 6 hours : 100% room charge

**(Observance of Use Regulations)**

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

**(Business Hours)**

**Article 11.** Restaurants & Bar

- 3F Café Restaurant "Ma Mer"
- 18F Restaurant "Smily Neptune"
- 18F Teppanyaki "Shioji"
- 18F Dining Bar "Bon Voyage"

The business hours and other information will be notified in detail by brochures. Notices and service directories are displayed in each guest room.

(2) The business hours as stated in the preceding changes due to unavoidable causes.

**(Payment of Accommodation Charges)**

**Article 12.** The breakdown and method of calculation of the Accommodation Charges, etc. that the Guest shall pay is 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 cheques, coupons or credit cards recognized by the Hotel at the front desk at the time of the 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 13.** The Hotel shall compensate the Guest for the damage if the Hotel has caused such damage to the Guest in the fulfillment or the nonfulfillment of the Accommodation Contract and/or related agreements. However, the same shall not apply in case when such damage has been caused due to reasons for which the Hotel is not liable.

(2) Even though our Hotel fire prevention management is observing the law of fire fighting, 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 14.** 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 can not be made notwithstanding the provisions of the 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 reparations. However, when the Hotel cannot provide accommodation due to causes for which the Hotel is not liable, the Hotel shall not compensate the Guest.

**(Handling of Deposited Articles)**

**Article 15.** The Hotel shall be liable for the loss or destruction of the possessions of Guests only if such loss or destruction is the result of willful or gross negligence by the Hotel or any of its employees. The Hotel shall be liable to the Guest for the loss or damage of the possessions of the Guest to an amount limited to the fair market value of such possessions or ¥150,000, whichever is lower. In certain cases the Hotel may accept liability for items with a higher value if a written request detailing the nature and value of such possession is received and accepted.

(2) The Hotel will not keep money, negotiable instruments, jewelry, important documents and any other items which have substantial monetary value. Hotel safe deposit boxes are available. The Hotel shall be liable to Guests for the loss or damage of such valuables to an amount limited to ¥300,000 per period of room rental except in the case of a natural disaster.

(3) When the baggage of the Guest is brought into the Hotel before his/her arrival, the Hotel shall be liable to keep it and to hand it over to the Guest at the Front Desk at the time of his/her check-in only if the Hotel has agreed to do so in advance.

(4) The Hotel's liability in regard to the custody of the Guest's baggage or belongings in the case of the preceding paragraph shall be assumed in accordance with the provisions of the preceding Article.

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

**Article 16.** When the baggage of the Guest is brought into the Hotel before his 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.

(2) When the baggage or belongings of the Guest is found left after his check-out, and the ownership of the article is confirmed, the Hotel shall inform the owner of the article left and ask for further instructions. When no instruction is given to the Hotel by the owner or when the ownership is not confirmed, the Hotel shall keep the article for 7 days including the day it is found, and after this period, the Hotel shall turn it over to the nearest police station.

(3) The Hotel's liability in regard to the custody of the Guest's baggage and belongings in the case of the first Paragraph shall be assumed in accordance with the provisions of the first Paragraph of the preceding Article, in the case of the preceding Paragraph with the second Paragraph of the preceding Article.

**(Liability in regard to Parking)**

**Article 17.** When a guest uses parking facilities inside this building, the hotel cannot be held responsible for the guest's vehicle, regardless of whether the key is deposited with the hotel.

**(Liability of the Guest)**

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

**Attached Table No. 1 : Calculation method for Accommodation Charges, etc. for Hotels. (Ref. Paragraph 1 of Article 2, and Paragraph 1 of Article 12.)**

Contents	
Total Amount to be paid by the Guest	Accommodation Charges ① Basic Accommodation Charge (Room Charge or Room Charge including Breakfast) ② Service Charge (①×10%)
	Extra Charges ③ Meals & Drinks or Meals & Drinks Except Breakfast and Other Expenses ④ Service Charge (③×10%)
	Tax ⑤ National Consumption Tax

Remarks of Attached Table No.1: ・¥4,620 per extrabed ・¥1,155 per baby cot

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

Contracted Number of Guests	Date when Cancellation of Contract is Notified					
	No show	Accommodation Day	1 Day Prior to Accommodation Day	10 Days Prior to Accommodation Day	20 days Prior to Accommodation Day	
Individual	1 to 14	100%	80%	20%		
	15 to 99	100%	80%	20%	10%	
Group	100 and more	100%	100%	80%	20%	10%

Remarks:

1. The percentage signifies the rate of cancellation charge to the Basic Accommodation Charges.
2. When the number of days contracted is shortened, cancellation charge for its first day shall be paid by the Guest regardless of the number of days shortened.
3. When part of a group booking (for 15 persons or more) is cancelled, the cancellation charge shall not be charged for the number of persons equivalent to 10 % of the number of persons booked as of 10 days prior to the occupancy (When accepted less than 10 days prior to the occupancy, as of the date.) with fractions counted as a whole number.