

TERMS & CONDITIONS FOR ACCOMMODATION CONTRACTS

2012.6/1 enacted

Article1. Scope of Application

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

Article2. Application for Accommodation Contracts

1. A Guest who intends to make an application for an Accommodation Contract with the Center 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 Center.
2. In the case where the Guest requests, during his / her stay, an 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.

Article3. Conclusion of Accommodation Contract and related agreement

1. A Contract for Accommodation shall be deemed to have been concluded when the Center has dully accepted the application as stipulated in the preceding Article. However, the same shall not apply when it has been proven that the Center has not accepted the application.
2. The deposit shall be first allotted 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.
3. When the Guest has failed to pay the deposit by the date as stipulated in Paragraph 2, the Center shall treat the Accommodation Contract as invalid. However, the same shall apply in the case where the Guest is thus informed by the Center when the period of payment of the deposit is specified.

Article4. Special Contracts Requiring No Accommodation Deposit

1. Notwithstanding the provisions of Paragraph 2 of the preceding Article, the Center 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 Center 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 Center shall be treated as having accepted a special contract prescribed in the preceding Paragraph.

Article5. Refusal of Accommodation Contracts

The Center may not accept the conclusion of an Accommodation Contract under any of the following cases:

- (1) When the application for accommodation does not conform to provisions of these “ Terms and Conditions” ;
- (2) When the Center is fully booked and no room is available;
- (3) When the Guest seeking accommodation is deemed liable to conduct himself / herself in a manner that will contravene the laws or act against the public order or good morals in regard to his / her accommodation;
- (4) When the Guest seeking accommodation can be clearly detected as carrying an infectious disease;
- (5) When the Guest or its employees, or has requested the Center to assume an unreasonable burden.
- (6) When the Guest seeking accommodation has used violence in making demands of the accommodation facilities
- (7) When the Center is unable to provide accommodation due to natural calamities, malfunction of the facilities and /or other unavoidable causes;
- (8) 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.
- (9) When the Guest seeking accommodation can be detected as a corporation or other groups of which business activities are under control of a crime syndicate or organized crime groups.
- (10) When the Guest seeking accommodation is a corporate company which its director is proven to be a member of an organized crime syndicate.
- (11) When the Guest seeking accommodation deemed liable to behave in a manner that will trouble other Guests of this Center or behaves in such a manner, due to intoxications or other causes;
- (12) When the Guest seeking accommodation is liable to constitute a nuisance to other Guests because of conspicuously unclean personal appearance or clothing; or
- (13) When it is proven that the Guest seeking accommodation has no financial ability to

compensate for the services.

- (14) When it is feared that the Guest seeking accommodation is carrying hazardous articles, prohibited items and others alike which may cause disturbance to other guests.
- (15) When the provisions of Article 4 of the Enforcement Ordinance for the Tokyo Metropolitan Hotel Business Law is applicable Article6. Right to cancel

Article6. Accommodation Contracts by the Guest

1. The Guest is entitled to cancel the Accommodation Contracts by notifying the Center.
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 (except in the case where the Center has requested the payment of the deposit during the specified period as prescribed in Paragraph 2 of Article3 and the Guest has cancelled before the payment) , 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 10 p.m. on the accommodation date (1 hour after the expected time of arrival if the Center is notified of it) without an advance notice, the Center may regard the Accommodation Contract(include multiple nights) as being cancelled by the Guest, also the Center will ask to the Guest for cancellation charge.

Article7. Right to Cancel Accommodation Contracts by the Center

1. The Center may cancel the Accommodation Contract under any of following cases;
 - (1) When the Guest is deemed liable to conduct and / or has conducted himself / herself in a manner that will contravene the laws or act against the public order and good morals in regard to his / her accommodation;
 - (2) When a guest can be clearly detected as carrying an infectious disease;
 - (3) When the Guest has used violence in making demands of the accommodation facilities or its employees,
 - (4) When the Center is unable to provide accommodation due to natural calamities and / or other unavoidable causes.
 - (5) When the Guesthas requested the Center to assume an unreasonable burden.
 - (6) When the Guest doesn't appear without any notice.The Center will cancel accommodation for that day and follwing days.
 - (7) When the Guest is deemed to be a member of or be linked to a crime syndicate, organized crime groups or any antisocial organizations.
 - (8) When a corporate company or an organization is proven to employ a director who is a member of an organized crime syndicate.
 - (9) When a corporate company or an organization is detected to be under control of a crime syndicate or organized crime group(s) in its business activities.
 - (10) When the Guest is deemed liable to behave in a manner that will trouble other Guests of this Center or behaves in such a manner, due to intoxication or other

causes.

- (11) When the Guest is liable to constitute a nuisance to other Guests because of conspicuously unclean personal appearance or clothing; or
- (12) When it is proven that the Guest has no financial ability to compensate for the services.
- (13) When it is feared that the Guest is carrying hazardous articles, prohibited items and others alike which may cause disturbance to other guests.
- (14) When the provisions of Article 4 of the Enforcement Ordinance for the Tokyo Metropolitan Hotel Business Law is applicable;
- (15) When the Guest does not observe the rules prohibiting certain actions specified under the House Regulations stipulated by the Center (restricted to prohibitions deemed necessary in order to prevent fires), such as smoking in bed, and mischief to the fire fighting facilities.
- (16) When the Guest otherwise fails to abide by the House Regulations established by the Center;

2. In the case when the Center has cancelled the Accommodation Contract in accordance with the preceding Paragraph, the Center shall not be entitled to charge the Guest for any of the services which he / she has not received.

Article8. Registration

1. The Guest shall register the following particulars at the Reception of the Center on the day of accommodation.
 - (1) Name, age, sex, address and occupation of the Guest (s);
 - (2) Except in the case of Japanese national, 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 Center
2. In the case where the Guest is not Japanese national and who does not hold home address in Japan will be requested to submit a copy of their passport.

Article9. Occupancy Hours of Guest Rooms

1. The Guest is entitled to occupy the contracted guest room of the Center from 2:00 p.m. on the day of registration until 10:00 a.m. on the day of departure.
2. The Center may, notwithstanding the provisions prescribed in the preceding Paragraph, permit the Guest to occupy the room beyond the check out time prescribed in the same Paragraph. In this case, extra charges shall be paid as follows;
 - (1) " Check in " Until noon: 50% of the room charge. And before 10:00a.m.:100% of the room charge.
 - (2) " Check out " Up to noon,:30% of the room charge, up to 14:00p.m.,:50% of the

room charge, and after 14:00p.m.:100% of the room charge.

Article10. Observance of House Regulations

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

Article11. Business Hours

1. The business hours of the main facilities, etc. of the Center are as follows, and those of other facilities, etc. shall be notified in detail in the brochures as provided in the Center, notices displayed at various places, service directories in guest room, etc.

(1) Service hours of Reception and Cashier.

A. 1st Floor Entrance 07:00 - 22:00

B. Front Deck 08:00-22:00

(2) Service hours (at facilities)

A. Bath room morning 06:30-09:00

evening 18:15-24:00

B.Meeting rooms 09:00-21:30

C.Hall 09:00-21:30

2. The business hours specified in the preceding Paragraph are subject to temporary changes due to unavoidable causes of the Center. In such a case, the Guest shall be informed by appropriate means.

Article12. 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. Accommodation Charges, etc. as stated in the preceding Paragraph shall be paid at the Reception at the time of the Guest' s departure or upon request by the Center in Japanese currency, other means as shall be acceptable to the Center such as traveler' s cheques, coupons or credit cards.

3. Accommodation Charges 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.

Article13. Liabilities of the Center

1. The Center shall compensate the Guest for the damage if the Center 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 where such damage has been caused due to reasons for which the Center is not liable.

2. The Center has received the “Fire Prevention Safety Mark” (Certificate of excellence of Fire Prevention Standards, issued by the fire station). Furthermore, the Center is covered by a Hotel Liability Insurance in order to deal with unexpected fires and / or other disasters.

Article14. Handling when unable to provide Contracted Rooms

1. The Center 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 Center 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 Center cannot provide accommodations due to causes for which the Center is not liable, the Center will not pay the compensation fee to the Guest.

Article15. Liability of the Center for Possessions of Guests

1. The Center shall be liable for the loss of or destruction of the possessions of guest only if such loss or destruction is the result of willful or gross negligence by the Center. The Center shall be liable to the Guest for the loss of, or damage to the possessions of the Guest for an amount limited to the Fair Market Value of such possessions or ¥100,000 whichever is lower.
2. The Center does not keep money, negotiable instruments, jewelry, important documents and any other item which has substantial monetary value.

Article16. Custody of Baggage and / or Belongings of the Guest

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

When the Guest checks out leaving belongings or bags behind, the Center will try to identify the owner, and contact him / her to ask for instructions. If no instructions from the owner are received or if the owner is not identifiable, the items will be kept for 7 days (including the day they were discovered), then turned over to the nearest police station.

Article17. Liability in regard to Parking

When the Guest uses the parking lot, the Center is lending the space but not taking care of the vehicle.

Article18. Liability of the Guest

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

Article19. Waiver for Computer Communication Services

Please be aware that Guests are liable for any use of computer communication services from within the Hotel. The Center can not 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 Center and third parties for any possible damage caused by acts that we judge to be an inappropriate use of our computer communication systems.

Article20. Governing Language

These terms are provided in both Japanese and English. In case of a discrepancy between the Japanese and the English, the Japanese version will take precedence.

Article21. Jurisdiction and Applicable Laws

Litigation arising from the Terms & Conditions for Accommodation contract will be resolved in the courts in the jurisdiction of the Center and in accordance with Japanese law.

Contents

Total Amount to be paid by the Guest Accommodation Charge

Basic accommodation charge. (1)

Extra Charge Using facilities

Taxes Consumption Tax

Taxes are calculated on ¥1, fractions ignored.

Remarks:

Those charges are subject to change to revisions of the Tax Laws concerned.

Contracted Number of Guests Date when Cancellation of Contract is Notified

《the cancellation number of people : under 20%》

No show	…100%
the day (after 10:00a.m.)	…100%
before 1 day	… 50%
before 2 ~ 6 days	… 20%
before 7 days	… 0%

《the cancellation number of people : over 20%》

No show	…100%
the day (after 10:00a.m.)	…100%
before 1 day	…50%
before 2 ~ 6 days	…30%
before 7days ~ 1 month	… 500yen per 1 person per 1 night.
before 1 month	… 0%