

Terms of Accommodation

Article 1 (Applicability of Terms)

- 1 The accommodation agreement entered into between the hotel and guests shall be based on the provisions of these Terms of Accommodation. Any matters not provided in these terms shall be handled in accordance with the law and other generally established conventions.
- 2 In the event that the hotel undertakes a special agreement that does not violate the law or established conventions, the special agreement shall take precedence, notwithstanding the provisions of the preceding paragraph.

Article 2 (Application for Accommodation)

- 1 Guests who wish to apply for accommodation at the hotel are required to submit the following information to the hotel.
 - (1) Full names and contact information of the guest
 - (2) Accommodation period and estimated time of arrival
 - (3) Accommodation charges (in accordance with the basic accommodation fees prescribed in Annex 1)
 - (4) Full name and contact information of the applicant
 - (5) All other information deemed necessary by the hotel
- 2 In the event that a guest requests for an extension of the accommodation period in excess of the dates indicated in Item (2) of the preceding paragraph, the hotel shall regard the request as an application for a new accommodation agreement at the point in time when the request is made.

Article 3 (Validity of Accommodation Agreement)

- 1 The Accommodation Agreement shall come into force at the point in time when the hotel approves the application described in the preceding article. However, this does not apply to applications that the hotel has demonstrably not approved.
- 2 Once an accommodation agreement comes into force in accordance with the provisions of the preceding paragraph, the guest shall complete the payment for an application fee specified by the hotel by the deadline designated by the hotel. The application fee will not exceed the basic accommodation fees for the guest's accommodation period (capped at a maximum of 3 days, if the accommodation period exceeds 3 days).
- 3 The application fee serves as a deposit from which the guest's final accommodation fee, as well as cancellation charges and other liabilities (in that order), in cases where the provisions of Articles 6 and 18 apply, is deducted. The remaining balance will be refunded to the guest after payment of the charges described in Article 12 is complete.
- 4 If payment of the application fee prescribed by Paragraph 2 of this article is not completed in accordance with the provisions of the same paragraph by the deadline designated by the hotel, the accommodation agreement shall be null and void. However, this only applies in cases where the hotel has duly informed the guest of the payment deadline at the point of its designation.

Article 4 (Special Agreement for Application Fee Waiver)

- 1 Notwithstanding the provisions of Paragraph 2 of the preceding article, the hotel may undertake a special agreement for waiving the application fee described in the same paragraph after an accommodation agreement has been entered into.
- 2 In the event that the hotel does not request the payment of an application fee in accordance with the provisions of Paragraph 2 of the preceding article and does not designate a payment deadline for the application fee in question at the point in time when the application for an accommodation agreement is approved, it shall be regarded that the special agreement described in the preceding paragraph has been undertaken.

Article 5 (Rejection of Accommodation Application)

- 1 The hotel may decline to enter into accommodation agreements under the following circumstances.

- (1) In the event that the application for accommodation does not comply with these terms
- (2) In the event that no vacant rooms are available as the hotel is at full occupancy
- (3) In the event that the guest seeking accommodation is determined to have violated the law or public order or morals in connection with accommodation, or is at risk of doing so
- (4) In the event that the guest seeking accommodation is determined to have defaulted on payments due to the hotel in the past
- (5) In the event that the guest seeking accommodation is determined to fall under any of the following categories (a) to (c):
 - (a) An organized crime group defined in Item 2 of Article 2 of the Act on Prevention of Unjust Acts by Organized Crime Group Members (Act No. 77 of 1991) (hereinafter, "Organized Crime Group"), an organized crime group member defined in Item 6 of the same article (hereinafter, "Organized Crime Group Member"), an associate member of an Organized Crime Group, an affiliate of an Organized Crime Group, or any other anti-social forces
 - (b) A company or organization whose activities are controlled by an Organized Crime Group or an Organized Crime Group Member
 - (c) A company which has an employee who is an Organized Crime Group Member
- (6) In the event that the guest seeking accommodation has caused considerable inconvenience to other guests
- (7) In the event that the guest seeking accommodation is clearly shown to be suffering from a contagious disease
- (8) In the event that the guest seeking accommodation is clearly shown to be suffering from a mental or physical disorder
- (9) In the event that the guest seeking accommodation is a minor who does not have the written consent of his/her parents or guardians
- (10) In the event that the guest seeking accommodation is at risk of causing inconvenience to other guests due to intoxication
- (11) In the event that the application is determined by the hotel to have been made for the purpose of transferring the rights of accommodation to a different individual
- (12) In the event that violent demands or unreasonable requests have been made in connection with accommodation
- (13) In the event that the provision of accommodation is not possible as a result of natural disasters, faults or damages at the hotel, and other unavoidable circumstances
- (14) In the event that the provisions of Article 9 of the Kitakyushu City Hotel Regulations apply

Article 6 (Right of Guests to Terminate Agreement)

- 1 Guests may terminate the accommodation agreement by making a cancellation request to the hotel.
- 2 A cancellation charge will be payable to the hotel in accordance with Annex 2 in the event that the accommodation agreement is terminated, either wholly or in part, for reasons attributable to the guest (excluding cases where the hotel has requested for the payment of an application fee by the designated deadline in accordance with the provisions of Paragraph 2 of Article 3 and the accommodation agreement is terminated prior to payment of the application fee). However, in the event that the hotel has undertaken the special agreement under Paragraph 1 of Article 4, cancellation charges apply only in cases where, at the point in time when the special agreement is undertaken, the hotel has duly informed the guest of his/her obligation to pay a cancellation charge if he/she terminates the accommodation agreement.
- 3 In the event that the guest does not arrive by 8:00 PM on the day of accommodation without contacting the hotel (or 2 hours after the estimated time of arrival if a time has been specified in advance), the hotel reserves the right to regard the accommodation agreement as having been terminated by the guest.

Article 7 (Right of the Hotel to Terminate Agreement)

- 1 The hotel reserves the right to terminate the accommodation agreement under the following circumstances.
 - (1) In the event that the guest is determined to have violated the law or public order or morals in connection with accommodation, or is at risk of doing so
 - (2) In the event that the guest is determined to fall under any of the following categories (a) to (c):
 - (a) An Organized Crime Group, an Organized Crime Group Member, an associate member of an Organized Crime Group, an affiliate of an Organized Crime Group, or any other anti-social forces

- (b) A company or organization whose activities are controlled by an Organized Crime Group or an Organized Crime Group Member
- (c) A company which has an employee who is an Organized Crime Group Member
- (3) In the event that the guest is clearly shown to be suffering from a contagious disease
- (4) In the event that violent demands or unreasonable requests have been made in connection with accommodation
- (5) In the event that the provision of accommodation is not possible as a result of force majeure such as natural disasters
- (6) In the event that the guest seeking accommodation is determined to be at risk of causing considerable inconvenience to other guests due to intoxication, or has behaved in a way that may cause considerable inconvenience to other guests
- (7) In the event that the guest smokes in the room (including the use of heated tobacco products), is involved in the mischievous use of fire-fighting equipment, or violates other regulations stipulated by the hotel (limited to regulations necessary for the prevention of fire)
- (8) In the event that the provisions of Article 9 of the Kitakyushu City Hotel Regulations apply
- 2 In the event that the hotel terminates the accommodation agreement based on the provisions of the preceding paragraph, the guest will not be charged for any accommodation-related services that have not been provided.

Article 8 (Registration of Accommodation)

- 1 Guests are required to register the following information with the hotel at the front desk on the day of accommodation.
 - (1) The guest's full name, age, gender, address, contact information, and occupation
 - (2) The guest's nationality, passport number, point of entry into Japan, and date of entry into Japan, for all international guests without a Japanese residential address (the guest's passport will be photocopied to verify the information provided)
 - (3) Date and time of departure
 - (4) All other information deemed necessary by the hotel
- 2 If guests wish to pay the charges described in Article 12 via cashless methods, such as credit cards or vouchers, the guest is required to present his/her credit card or voucher in advance when performing the registration described in the preceding paragraph.

Article 9 (Usage Time for Guest Rooms)

- 1 Guests may use their room in the hotel from 3:00 PM to 11:00 AM of the following morning. However, if the guest is staying more than one night, the room can be used throughout the day except on the arrival and departure days.
- 2 Notwithstanding the provisions of the preceding paragraph, the hotel may allow guests to use their room outside the hours stipulated by the preceding paragraph. In this case, an additional fee will be charged.

Article 10 (Compliance with Terms of Use)

Guests are required to comply with the Terms of Use stipulated by the hotel and displayed in the hotel as long as they are within the premises of the hotel.

Article 11 (Operating Hours)

- 1 Please refer to the amenities pamphlet, notices at various locations, and the TV in rooms (video on demand) for the operating hours of the main facilities of the hotel.
- 2 The operating hours in the preceding paragraph are subject to change in unavoidable circumstances, in which case guests will be notified via the appropriate means.

Article 12 (Payment of Charges)

- 1 The breakdown of the total accommodation charges payable by guests is as listed in Annex 1.
- 2 Payment of the accommodation charges in the preceding paragraph is to be made by cash in Japanese yen, or

other cashless methods approved by the hotel, such as vouchers or credit cards, at the hotel's front desk upon the guest's arrival at the hotel or upon the request of the hotel.

Article 13 (Liabilities of the Hotel)

- 1 The hotel shall compensate for all damages incurred by guests in the course of the hotel fulfilling its obligations under the provisions of these terms and other related agreements, or as a result of its failure to fulfill its obligations under these provisions. However, this does not apply to damages arising from causes that are not attributable to the hotel.
- 2 The hotel has received the "Fire Safety Certification" from the fire department under the Fire Prevention of Property Inspection and Reporting Scheme. In order to ensure that we are well-equipped for the unlikely event of a fire, our hotel has also enrolled in liability insurance for hotels.

Article 14 (Contingency Plans for Guests with whom the Hotel has Accommodation Agreements)

- 1 In the event that the hotel is unable to provide the room under the agreement entered into with guests, we shall seek the understanding of the guest and arrange for alternative accommodation under conditions that are as similar as possible.
- 2 In the event that the hotel is unable to arrange for alternative accommodation in spite of the provisions of the preceding paragraph, the hotel shall offer the guest a compensation payment that is equivalent to the cancellation charges which will serve as compensation for the damages incurred by the guest. However, no compensation payment will be made in cases where the hotel is unable to provide a room owing to reasons that are not attributable to the hotel.

Article 15 (Handling of Entrusted Items)

- 1 The hotel is liable to compensate for damages incurred by guests from any loss or damage to items, cash, or valuables entrusted to the front desk by the guest, except in cases where the damages have occurred as a result of force majeure. However, in the case of damages to cash or valuables, the damages that the hotel is liable to compensate shall be capped at 150,000 yen, if the hotel requests for a declaration of the item's model and value and the guest fails to provide it.
- 2 The hotel is liable to compensate for damages incurred by guests from any loss or damage to items, cash, or valuables that the guest has brought to the hotel and did not entrust to the front desk, if the damages have occurred as a result of the hotel's intentional actions or gross negligence. However, the damages that the hotel is liable to compensate shall be capped at 150,000 yen for items whose model and value have not been declared by the guest in advance, except in cases where the hotel's intentional actions or gross negligence was involved.

Article 16 (Handling of the Luggage and Personal Belongings of Guests)

- 1 In the event that the guest arrives at the hotel prior to his/her accommodation, the hotel shall handle the guest's luggage with due diligence only in cases where the hotel has been duly notified prior to the guest's arrival. The luggage will be returned to the guest during check-in at the front desk.
- 2 In the event that the guest's luggage or personal belongings have been left behind at the hotel after he/she has checked out, the hotel shall wait for the guest to contact the hotel with regard to the item(s) in question before seeking his/her instructions. If the owner of the luggage or personal belongings does not contact the hotel, or if the hotel is unable to identify the owner in question, valuables will be stored for a maximum period of 7 days (including the day on which the item is discovered) before they are handed over to the nearest police station, while other items will be stored for 3 months before they are disposed of. However, all food and drinks, cigarettes, magazines, etc., will be discarded on the day itself.
- 3 With regard to the handling of the luggage and personal belongings of guests in the situations described in the preceding 2 paragraphs, the hotel's liabilities in the situation described in Paragraph 1 shall be in accordance with the provisions of Paragraph 1 of the preceding article, and the hotel's liabilities in the situation described in the preceding paragraph shall be in accordance with the provisions of Paragraph 2 of the preceding article.
- 4 In order for the hotel to handle all misplaced luggage and personal belongings in a manner that is appropriate for the nature of the item's contents, the hotel reserves the right to inspect the misplaced item and verify its

contents at the hotel's discretion, and return the item to its owner or handle it in accordance with the provisions of the preceding paragraph as necessary. Guests shall not raise any objections to the hotel's handling of misplaced items in this regard.

Article 17 (Parking-Related Liabilities)

In the event that guests use the parking space at the hotel, they shall agree that the hotel is only loaning the parking space to them and shall not be responsible for oversight of their vehicles, regardless of whether the vehicle keys have been entrusted to the hotel. However, the hotel shall be liable for damages incurred by guests as a result of the hotel's intentional actions or gross negligence in its management of the parking space.

Article 18 (Liabilities of Guests)

Guests shall be liable to compensate for all damages incurred by the hotel as a result of their intentional actions or gross negligence.

Article 19 (Disclaimers)

All computer-mediated communications sent from the hotel shall be carried out at the user's own risk. The hotel shall not be liable for any system failures in the midst of using computer-mediated communications or service interruptions for any other reasons, regardless of the consequences these may have for the user in question. In addition, guests shall be liable for damages incurred by the hotel or a third party as a result of actions deemed by our hotel to be inappropriate that were carried out by the guest in question via computer-mediated communications.

Article 20 (Governing Language)

These Terms of Accommodation have been prepared in the languages of Japanese and English. Should there be any discrepancies or disparities between the various versions of these terms, the Japanese text of these terms shall prevail in all respects.

These Terms of Accommodations may be revised at any point in time if deemed necessary. In the event that these terms are revised, the hotel shall publish the revised terms as well as the effective date of the revised terms on the hotel's website or within the hotel premises.

Annex 1 Breakdown of accommodation charges (pertaining to Paragraph 1 of Article 2 and Paragraph 1 of Article 12)

Total amount payable by guest	Breakdown	
	Accommodation charges	①Basic accommodation fees (for hotel room) ②Service charge (①×10%)
	Additional charges	Other usage-related charges
	Taxes	Taxes as stipulated by the Consumption Tax Law and other regulations

Annex 2 Cancellation charges (pertaining to Paragraph 2 of Article 6)

Number of guests applying for accommodation		Day by which the hotel is informed of termination of agreement			
		No-show	On the day	1 day before	9 days before
Individual	Up to 14 guests	100%	80%	20%	—
Group	15 to 99 Guests	100%	80%	20%	10%
	100 Guests or more	100%	100%	80%	20%

(Notes)

- 1 % indicates the cancellation charges payable as a percentage of the basic accommodation fees.
- 2 If the accommodation period is shortened, a cancellation charge of 1 day (the first day) shall apply regardless of the number of days by which the accommodation is shortened.
- 3 In the event that the agreement is terminated for some guests in a group (of 15 guests or more), no cancellation charges will apply for up to 10% of the total number of guests (rounded up to the nearest whole number) if the hotel is informed at least 10 days before the day of accommodation (or on the day of confirmation if the application is accepted less than 10 days before the day of accommodation).