

Accommodation Terms and Conditions

Article 1 (Scope of Application)

1. Accommodation contracts and related contracts concluded between the Hotel and the Guest shall be governed by these Terms and Conditions. Any matter not stipulated herein shall be governed by laws and regulations or generally established customs.
2. Where the Hotel agrees to a special contract to the extent that it does not violate laws, regulations or customs, that special contract shall prevail notwithstanding the preceding paragraph.

Article 2 (Application for an Accommodation Contract)

1. A person who wishes to apply for an accommodation contract with the Hotel shall provide the Hotel with the following particulars:
 - (1) Name of the Guest(s)
 - (2) Date of stay and estimated time of arrival
 - (3) Accommodation charges (in principle, the basic accommodation charges set out in Attached Table 1)
 - (4) Address and contact details of the Guest(s)
 - (5) Any other particulars the Hotel deems necessary
2. If, during the stay, the Guest requests to extend the stay beyond the date set out in item (2) of the preceding paragraph, the Hotel shall treat the request as an application for a new accommodation contract at the time the request is made.

Article 3 (Conclusion of the Accommodation Contract, etc.)

1. An accommodation contract shall be deemed concluded when the Hotel has accepted the application referred to in the preceding Article. However, this shall not apply where the Hotel proves that it did not accept the application.
2. When an accommodation contract has been concluded pursuant to the preceding paragraph, the Guest shall pay, by the date specified by the Hotel, an accommodation deposit determined by the Hotel, up to the amount of the basic accommodation charges for the period of stay (up to five days if the period exceeds five days).

Article 4 (Special Contract Not Requiring Payment of the Accommodation Deposit)

1. Notwithstanding paragraph 2 of the preceding Article, the Hotel may agree to a special contract under which payment of the accommodation deposit set out in that paragraph is not required after the contract has been concluded.
2. Where, upon accepting the application for an accommodation contract, the Hotel does not request payment of the accommodation deposit set out in Article 3, paragraph 2, or does not specify a due date for such payment, the Hotel shall be deemed to have agreed to the special contract set out in the preceding paragraph.

Article 5 (Refusal to Conclude an Accommodation Contract)

The Hotel may refuse to conclude an accommodation contract in any of the following cases:

- (1) When the application for accommodation does not conform to these Terms and Conditions.
- (2) When the Hotel is fully booked and no rooms are available.
- (3) When the person seeking accommodation is deemed likely to conduct themselves in a manner contrary to laws and regulations, public order or good morals in relation to the stay.
- (4) When the person seeking accommodation is clearly recognised as carrying an infectious disease.
- (5) When the person seeking accommodation makes violent demands of the Hotel or its staff, or demands a burden exceeding a reasonable scope, or is recognised as having previously engaged in similar conduct.
- (6) When the Hotel is unable to provide accommodation due to natural disasters, malfunction of facilities or other unavoidable causes.
- (7) When the person seeking accommodation is deemed likely to cause serious annoyance to other guests due to intoxication or otherwise, or when the guest has behaved in a manner that causes serious annoyance to other guests.
- (8) When the person seeking accommodation is recognised as a member of an organised crime group as defined in Article 2, item 6 of the Act on Prevention of Unjust Acts by Organized Crime Group Members (Act No. 77 of 1991), a person related to a company or organisation affiliated with an organised crime group as defined in Article 2, item 2 of the same Act, or a person related to any other anti-social force.
- (9) When the person seeking accommodation repeatedly makes unreasonable demands of the Hotel, such as a reduction of accommodation charges or accommodation in a specific room, without clearly explaining the reasons and details for requiring the Hotel to bear such burden.

Article 6 (Right of the Guest to Cancel the Contract)

1. The Guest may cancel the accommodation contract by notifying the Hotel.
2. Where the Guest cancels all or part of the accommodation contract for reasons attributable to the Guest (excluding cases where the Hotel has requested payment of the accommodation deposit by a specified due date pursuant to Article 3, paragraph 2, and the Guest cancels the contract before making such payment), the Hotel shall charge a cancellation fee as set out in Attached Table 2. However, where the Hotel has agreed to the special contract set out in Article 4, paragraph 1, this shall apply only where the Hotel has informed the Guest, upon agreeing to the special contract, of the Guest's obligation to pay a cancellation fee upon cancelling the contract.
3. Where the Guest does not arrive by 12:00 midnight on the date of stay without contacting the Hotel (or, where an estimated time of arrival has been specified in advance, within two hours after that time), the Hotel may treat the accommodation contract as having been cancelled by the Guest.

Article 7 (Right of the Hotel to Cancel the Contract)

1. The Hotel may cancel the accommodation contract in any of the following cases:
 - (1) When the Guest is deemed likely to conduct themselves, or is recognised as having conducted themselves, in a manner contrary to laws and regulations, public order or good morals in relation to the stay.

- (2) When the Guest is clearly recognised as carrying an infectious disease.
 - (3) When the Guest makes violent demands of the Hotel or its staff, or demands a burden exceeding a reasonable scope, or is recognised as having previously engaged in similar conduct.
 - (4) When the Hotel is unable to provide accommodation due to causes of force majeure such as natural disasters.
 - (5) When the person seeking accommodation is deemed likely to cause annoyance to other guests due to intoxication or otherwise, or when the guest has behaved in a manner that causes serious annoyance to other guests.
 - (6) When the person seeking accommodation is recognised as a member of an organised crime group as defined in Article 2, item 6 of the Act on Prevention of Unjust Acts by Organized Crime Group Members (Act No. 77 of 1991), or a person related to a company or organisation affiliated with an organised crime group as defined in Article 2, item 2 of the same Act.
 - (7) When the Guest smokes in bed, tampers with fire-fighting equipment, or otherwise fails to comply with the prohibitions in the House Rules established by the Hotel (limited to those necessary for fire prevention).
2. Where the Hotel cancels the accommodation contract pursuant to the preceding paragraph, the Hotel shall not charge the Guest for any accommodation services not yet provided.

Article 8 (Registration of Accommodation)

1. On the date of stay, the Guest shall register the following particulars at the front desk of the Hotel:
- (1) Name, address and contact details of the Guest
 - (2) For foreign nationals without an address in Japan, nationality and passport number
 - (3) Any other particulars the Hotel deems necessary
2. Foreign nationals without an address in Japan will be asked to allow the Hotel to photograph or copy their passport.
3. Where the Guest intends to pay the charges set out in Article 12 by a method that may substitute for currency, such as traveller's cheques, accommodation vouchers or credit cards, the Guest shall present such method in advance at the time of registration under the preceding paragraph and obtain the Hotel's approval.

Article 9 (Hours of Use of Guest Rooms)

1. The Guest may use the guest room of the Hotel from 3:00 p.m. on the date of arrival until 11:00 a.m. on the date of departure. However, in the case of consecutive nights, the Guest may use the room all day except on the dates of arrival and departure.
2. Notwithstanding the preceding paragraph, the Hotel may permit use of the guest room outside the hours set out in that paragraph. Charges vary depending on the reservation plan and the length of the extension; please enquire at the front desk during its business hours.
3. Use of the guest room by more persons than the number of guests confirmed at the time of reservation is prohibited. If an undeclared excess of occupants is discovered, the Guest shall be required to leave immediately

and to pay a penalty in accordance with the Hotel's regulations. The penalty shall be calculated as set out in Attached Table 4.

4. Except where permitted by the Hotel, visitors who have not made a reservation are strictly prohibited from entering guest rooms. If an undeclared visitor is found in a guest room, the Guest shall be required to leave immediately and to pay a penalty in accordance with the Hotel's regulations. The penalty shall be calculated as set out in Attached Table 4.

5. Late check-out is available until 1:00 p.m. at the latest, subject to availability. For extensions up to 1:00 p.m., an additional charge of JPY 2,200 per hour shall apply. Where check-out is later than 1:00 p.m., the same-day accommodation charge for one night shall be charged.

Article 10 (Compliance with House Rules)

While in the Hotel, the Guest shall comply with the House Rules established by the Hotel and posted within the Hotel.

Article 11 (Business Hours)

1. The business hours of the Hotel's principal facilities are as follows; detailed business hours of other facilities are provided in the pamphlets available, notices posted in various locations, the service directory in guest rooms, and so forth.
2. The front desk is open from 6:00 a.m. to 12:00 midnight. Requests for optional services such as late check-out should be made directly at the front desk between 3:00 p.m. and 12:00 midnight.
3. The hours set out in the preceding paragraph may be changed temporarily where unavoidable. In such cases, notice will be given by appropriate means.

Article 12 (Payment of Charges)

1. The breakdown of the accommodation charges, etc. payable by the Guest is as set out in Attached Table 1.
2. Payment of the accommodation charges, etc. set out in the preceding paragraph shall be made at the front desk at the time of the Guest's departure or when requested by the Hotel, in currency designated by the Government of Japan or by a method that may substitute for currency and is accepted by the Hotel, such as traveller's cheques, accommodation vouchers or credit cards.
3. Accommodation charges shall be payable even if the Guest voluntarily does not stay after the Hotel has provided the guest room and made it available for use.

Article 13 (Liability of the Hotel)

1. The Hotel shall compensate the Guest for any damage caused to the Guest in the performance, or through the non-performance, of the accommodation contract and related contracts. However, this shall not apply where the damage is not attributable to the Hotel.
2. The Hotel is covered by hotel liability insurance to deal with fire and other emergencies.

Article 14 (Handling When the Contracted Room Cannot Be Provided)

1. Where the Hotel is unable to provide the Guest with the contracted room, the Hotel shall, with the consent of the Guest, arrange other accommodation under conditions as similar as possible.
2. Notwithstanding the preceding paragraph, where the Hotel is unable to arrange other accommodation, the Hotel shall pay the Guest compensation equivalent to the cancellation fee, and such compensation shall be applied to the amount of damages. However, no compensation shall be paid where the inability to provide the room is not attributable to the Hotel.

Article 15 (Handling of Deposited Articles, etc.)

1. Where loss, damage or other harm occurs to articles, cash or valuables deposited by the Guest at the front desk, the Hotel shall compensate for such damage except where it results from force majeure. However, with respect to cash and valuables, where the Hotel has requested a declaration of their type and value and the Guest has failed to do so, the Hotel shall compensate for the damage up to a maximum of JPY 50,000.
2. Where loss, damage or other harm occurs, due to the intent or negligence of the Hotel, to articles, cash or valuables brought into the Hotel by the Guest and not deposited at the front desk, the Hotel shall compensate for such damage. However, with respect to items whose type and value have not been declared in advance by the Guest, the Hotel shall compensate for the damage up to a maximum of JPY 50,000, except where the Hotel has acted with intent or gross negligence.

Article 16 (Custody of the Guest's Baggage or Personal Belongings)

1. Where the Guest's baggage arrives at the Hotel prior to the stay, the Hotel shall take responsibility for its custody only where the Hotel has agreed to this prior to its arrival, and shall hand it over to the Guest upon check-in at the front desk.
2. Where the Guest's baggage or personal belongings are found left behind at the Hotel after the Guest has checked out, and the owner is identified, the Hotel shall contact the owner and request instructions. However, where no instructions are received from the owner, or where the owner cannot be identified, the items shall be handled as follows to the extent permitted by law:
 - (1) Cash and valuables: kept at the Hotel for seven days including the date of discovery, then delivered to the nearest police station.
 - (2) Perishable foods: disposed of on the date of discovery regardless of price or expiry date.
 - (3) Items liable to decay or deteriorate, used underwear, towels and other textiles, soiled items, broken items, etc.: disposed of without being delivered to the police.
 - (4) Other items: kept at the Hotel for one month including the date of discovery, then disposed of.
3. The Hotel's liability for the custody of the Guest's baggage or personal belongings in the cases set out in the preceding two paragraphs shall be in accordance with paragraph 1 of the preceding Article in the case of paragraph 1, and paragraph 2 of the preceding Article in the case of paragraph 2.
4. In order to handle baggage or personal belongings left behind appropriately according to the nature of their contents, the Hotel may inspect the contents at its discretion and, as necessary, return them to the owner or handle them in accordance with the preceding paragraph, and the Guest may not object to this.

5. Baggage will be held at the front desk free of charge before check-in on the date of check-in and after check-out on the date of check-out. Please deposit and collect baggage during front desk business hours.

If you wish to have baggage held before the date of check-in or after the date of check-out, please notify the front desk in advance. In such cases, a storage fee of JPY 2,000 (excluding tax) per item per day shall apply.

If sending baggage to the Hotel prior to check-in, please specify a delivery date and time within front desk business hours on the date of check-in, and send it with shipping charges prepaid. Please write the name of the reservation holder and the date of stay in the remarks field of the shipping slip. Baggage arriving before the date of check-in shall be subject to the storage fee set out above.

* Please note that the Hotel may refuse to accept baggage that has been sent without prior notice, sent with shipping charges payable on delivery, or for which reservation details cannot be confirmed from the sender's name.

Article 17 (Liability for Parking)

The Hotel has no car park. The Hotel accepts no liability whatsoever for disputes or trouble arising from the use of nearby car parks or similar facilities.

Article 18 (Liability of the Guest)

1. Where the Hotel suffers damage due to the intent or negligence of the Guest, the Guest shall compensate the Hotel for such damage. The method of calculating the damages payable by the Guest is as set out in Attached Table 3.

2. All areas within the Hotel premises (other than designated smoking areas) are non-smoking. If any act of smoking, or any trace of smoking (including odour alone), is found in a guest room or within the premises, the Hotel shall, regardless of the reason, claim the cost of cleaning the guest room and damages for the room being withheld from sale. The method of calculation is as set out in Attached Table 3.

3. Use of the guest room by more persons than the contracted number is prohibited in principle. If use by more than the contracted number is discovered without prior notice, the Guest shall be required to leave immediately and to pay the penalty set by the Hotel. The method of calculating the penalty is as set out in Attached Table 4.

Article 19 (Governing Language)

These Terms and Conditions are prepared in Japanese and English. In the event of any discrepancy or difference between the Japanese and English texts, the Japanese text shall prevail in all respects.

Article 20 (Jurisdiction and Governing Law)

Any dispute arising in connection with the accommodation contract and related contracts under these Terms and Conditions shall be resolved exclusively by the Japanese court having jurisdiction over the location of the Hotel, in accordance with the laws of Japan.

Attached Table 1 Breakdown of Accommodation Charges, etc. (re Article 2, paragraph 1; Article 3, paragraph 2; and Article 12, paragraph 1)

Total amount payable by the Guest	Accommodation charges	Basic accommodation charges (room charge)
	Additional charges	Other usage charges
	Taxes	Consumption tax and other taxes stipulated by law

Note: In the event of amendments to tax law, the amended provisions shall apply.

Attached Table 2 Cancellation Fees (re Article 6, paragraph 2)

Number of persons in contract / Date notice of cancellation received	No-show	Same day	1 day before	2-3 days before	4-7 days before
Individuals: up to 14 persons	100%	100%	100%	50%	50%
Groups: 15 to 46 persons	100%	100%	100%	80%	50%

(Notes) 1. The percentages represent the ratio of the cancellation fee to the basic accommodation charges.

2. Where the contracted number of days is shortened, the cancellation fee for one day (the first day) shall be charged regardless of the number of days shortened.

3. Where part of a group booking (15 persons or more) is cancelled, no cancellation fee shall be charged for a number of persons equivalent to 50% of the number of guests as of seven days before the date of stay (or, where the application was accepted after that date, as of the date of acceptance), with fractions rounded up.

Attached Table 3 Cleaning Charges (re Article 18, paragraphs 1 and 2)

Cleaning charge for smoking within the premises	JPY 20,000 per room
Where special cleaning or repair beyond normal hotel use is required due to food and drink, vomit, blood, bodily fluids, filth, etc.	JPY 20,000 per room
Damages for the room being withheld from sale during the period required for cleaning	Number of days withheld from sale × JPY 30,000

(Note) The number of days withheld from sale shall be the number of days on which the Hotel, at its discretion, actually refrained from selling the room, up to a maximum of 10 days.

Attached Table 4 Penalty for Use Exceeding the Contracted Number of Persons (re Article 18, paragraph 3)

Guest rooms with a floor area of less than 15.0 m ²	JPY 50,000 (tax included) per occurrence
Guest rooms with a floor area of 15.0 m ² or more and less than 60.0 m ²	JPY 100,000 (tax included) per occurrence
Guest rooms with a floor area of 60.0 m ² or more	JPY 200,000 (tax included) per occurrence

HOTEL NID

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