

Terms and Conditions of Accommodation Contracts

Article 1 - Scope of Application

01.01.

The Accommodation Contract and related contracts to be concluded between our Hotel and the Guest shall be based on this Contract under the following terms and conditions of our Contract. Any matter not stipulated in this Contract shall be governed by ordinance and generally established practice.

01.02.

When our Hotel has agreed to conclude a Special Contract without conflicting with ordinance and established practice, the said Special Contract shall prevail.

Article 2 - Application for an Accommodation Contract

02.01.

The Guest who intends to apply to our Hotel for an Accommodation Contract shall be required to provide our Hotel with the following particulars:

- (1) Name(s) of Guest(s) to be registered.
- (2) Date(s) scheduled for overnight stay and estimated time of arrival.
- (3) Accommodation charge (according, in principle, to the basic accommodation charges described in the attached Table 1).
- (4) Other information considered necessary by our Hotel.

02.02.

In the case that the Guest has requested, during his/her stay, an extension of an overnight stay beyond the date described in the preceding Paragraph (2), our Hotel shall handle his/her request as a new application for an Accommodation Contract which has been made at the point in time when the said request has been made.

Article 3 - Conclusion, etc. of the Accommodation Contract

03.01.

The Accommodation Contract shall be considered to have been concluded at the time when our Hotel has accepted the application described in the preceding Article, unless our Hotel has certified that our Hotel has not accepted the said application.

03.02.

When the Accommodation Contract has been concluded under the provision of the preceding Paragraph, the Application Money payable for the period scheduled for overnight stay as prescribed by our Hotel shall be paid by the date set by our Hotel, up to the maximum amount equal to the basic accommodation charge for 3 days in cases where the period scheduled for overnight stay exceeds 3 days.

03.03.

The Application Money shall first be applied to the final payment of the Accommodation Charge payable, and when the circumstances requiring application of the provisions of Article 6 and Article 18 have arisen, to penalty and then to compensation money in this order. If there is any balance left it shall be repaid at the time when the Accommodation Charge is paid as provided in Article 12.

03.04.

In the case that the Application Money described in Paragraph 2 of this Article has not been paid by the date set by our Hotel as stipulated in the same Paragraph, the Accommodation Contract shall become invalid, but limited only to the case where our Hotel has notified the Guest to that effect at the time when prescribing the day due for payment of the Application Money.

Article 4 - Special Contract Requiring Non-Payment of the Application Money

04.01.

Notwithstanding the provision of the preceding Article. Paragraph 2, there are cases where our Hotel accept a Special Contract which does not require payment of the Application Money specified in the said Paragraph after the conclusion of the Contract.

04.02.

When accepting an application for an Accommodation Contract, in the case that our Hotel fails to request payment of the Application Money specified in the preceding Article, Paragraph 2, and/or in the case that it fails to prescribe the due date for payment of the said Application Money. the Special Contract described in the preceding Paragraph shall be considered to have been accepted.

Article 5 - Refusal of the Conclusion of the Accommodation Contract

05.01.

The following are cases where our Hotel may not accept the conclusion of the Accommodation Contract:

- (1) When application for accommodation is not based on this Contract.
- (2) When there is no room available due to full occupancy.
- (3) When the Guest seeking accommodation is considered likely to behave in violation of the provisions of the ordinance, public order or good public morals.
- (4) When the Guest seeking accommodation is considered to be corresponding to the following (a) to (c).
 - (a) The law in respect to prevention, etc. against illegal actions by gang members (1991 Law item 77) stipulated article 2 item 2 (hereinafter referred to as "gang group".), gang member stipulated by the same law article 2 item 6 (hereinafter referred to as gang member."), gang group semi-regular members or gang member related persons and other antisocial forces.
 - (b) When gang group or gang members are associates of corporations or other bodies to control business activities.
 - (c) In a corporate body which has persons relevant to gang groups or gang members in its board member.
- (5) When the Guest seeking accommodation behaves extremely in a mischievous way against other hotel guests.
- (6) When the Guest seeking accommodation is clearly considered to be a patient with an infectious disease.
- (7) When the Guest seeking accommodation, a violent requesting act is carried out, or demanded a burden beyond the reasonable purview.
- (8) When act of God, trouble with facilities, and other unavoidable causes prevent the Guest from staying at our Hotel
- (9) 1 When the Guest seeking accommodation is clearly considered to have a contagious disease.
 - 2 When the Guest seeking accommodation is considered likely to be engaged in the act of gambling, other illegal actions or the corruption of public morals.
 - 3 When the Guest seeking accommodation is considered likely to significantly disturb other hotel guests. (Article 6, Ordinance of the Osaka Prefectural Hotel Business Law)
- (10) When the Guest seeking accommodation is considered to be violent, intimidating, threatening or make authoritarian demands or place an unreasonable burden upon our Hotel facilities and staff of our Hotel facilities (employees), or similar behavior is discovered to have occurred in the past.

Article 6 - The Guest's Right to Cancel the Contract

06.01.

The Guest may request our Hotel to cancel the Accommodation Contract.

06.02.

In the case that the Guest has cancelled the Accommodation Contract in whole or in part. due to causes attributable to him/her (which is the case when our Hotel has requested payment of the Application Money by prescribing the date due for such payment under the provision of Article 3, Paragraph 2, except in the case when the Guest has cancelled the Accommodation Contract prior to such payment), payment of penalty shall be required as specified in the attached Table 2. However, in the case that our Hotel has accepted the Special Contract described in Article 4, Paragraph 1, this provision shall be applied only to the case where our Hotel has notified the Guest of his/her responsibility to pay a penalty for cancellation of the Contract, when accepting the Special Contract.

06.03.

In the case that the Guest does not arrive by 10:00 p.m. on the day of an overnight stay without informing our Hotel of a delay (or after the lapse of 2 hours past the scheduled time of arrival if indicated by the Guest beforehand), the Accommodation Contract concerned may be considered to have been cancelled by the Guest and may be handled accordingly.

Article 7 - The Right of Our Hotel to Cancel the Contract

07.01.

The following are cases where our Hotel may cancel the Accommodation Contract:

- (1) When the Guest is considered likely to behave in violation of the provisions of the ordinance, public order or good public morals, or he/she is considered to have behaved in such a manner.
- (2) When the Guest is clearly considered to be corresponding to the following (a) to (c).
 - (a)Gang group, gang member, gang group semi-regular members or gang member related persons and other antisocial forces.
 - (b)When a corporate body or other organization where gang groups or gang members control business activities.
 - (c)In a corporate body which has persons relevant to gang groups or gang members in its board member.
- (3) When the Guest in accommodation behaves extremely in a mischievous way against other hotel guests.
- (4) When the Guest is clearly considered to be a patient with an infectious disease.
- (5) When having accommodation, a violent action is carried out, or demanded a burden beyond reasonable purview.
- (6) When unavoidable causes, such as act of God, etc., prevent the Guest from staying at our Hotel.
- (7) 1 When the Guest seeking accommodation is clearly considered to have a contagious disease.
 - 2 When the Guest seeking accommodation is considered likely to be engaged in the act of gambling, other illegal actions or the corruption of public morals.
 - 3 When the Guest seeking accommodation is considered likely to significantly disturb other hotel guests. (Article 6, Ordinance of the Osaka Prefectural Hotel Business Law)
- (8) When the Guest smokes in bed or vandalizes fire protection facilities, or does not comply with the matters prohibited by our Hotel (limited only to those matters necessary for fire prevention) among the Rules of Use prescribed by our Hotel.
- (9) When the Guest is considered to be violent, intimidating, threatening or make authoritarian demands or place an unreasonable burden upon our Hotel facilities and staff of our Hotel facilities (employees), or similar behavior is discovered to have occurred in the past.

07.02.

In cases where our Hotel has cancelled the Accommodation Contract in accordance with the provision of the preceding Paragraph, charges for accommodation service, etc. which have not yet been offered to the Guest shall not be receivable.

Article 8 - Registration of Accommodation

08.01.

The Guest shall be required to register the following particulars at the front desk of our Hotel:

- (1) Name, age, gender, address, telephone number and occupation of the Guest.
- (2) For foreign nationals - nationality, passport number, port of entry, and date of entry.
- (3) Scheduled date and time of departure.
- (4) Other particulars considered necessary by our Hotel.

08.02.

In the case that the Guest intends to pay the charges described in Article 12 by using such means in place of currency as traveler's checks, accommodation coupons, credit card, etc., he/she shall be required to show them at the time of registration described in the preceding Paragraph.

08.03

The Guest who is a foreigner shall present his/her passport for identification, and our Hotel shall take a copy of such passport.

Article 9 - Time Allowed for Use of the Guest Room

09.01.

The time allowed for the Guest to use the room of our Hotel shall be from 2:00 p.m. until 11:00 a.m. of the following day. except when the Guest stays for more than one (1) night in succession, in which case the Guest may use the guest room all day except the day of arrival and the day of departure.

09.02.

Notwithstanding the provision of the preceding Paragraph, our Hotel may accept the use of the guest room in hours other than those specified in the preceding Paragraph, in which case an additional charge shall be required as specified below.

- (1) Up to 3 hours in excess of the prescribed hours: 30% of the regular room charge.
- (2) Up to 6 hours in excess of the prescribed hours: 50% of the regular room charge.
- (3) 6 hours or more in excess of the prescribed hours: 100% of the regular room charge.

Article 10 - Compliance of the Rules of Use of our Hotel.

10.01.

While staying in our Hotel, the Guest shall be required to comply with the Rules of Use posted inside our Hotel as prescribed by our Hotel.

Article 11 - Business Hours

11.01.

The business hours of principal facilities in our Hotel shall be as follows. Details of the service hours of other facilities are explained in the brochure provided, displays at major points inside our Hotel, and the service directory provided in each guest room.

- (1) Service Hours of Front Desk, Cashier, etc.:
 - (a) Curfew (Front Door) 24 Hours Available
 - (b) Front Desk Service 24 Hours Available
 - (c) Cashier (Exchange) Service 24 Hours Available
- (2) Drinking and Eating (Facilities) Service Hours:

3F FRENCH RESTAURANT "TERRACE & DINING ZERO"

- (a) Breakfast 7:00 a.m. to 10:00a.m.
- (b) Lunch 11:30 a.m. to 2:00 p.m. (Last Order: 2:00 p.m.)
- (c) Dinner 6:00 p.m. to 9:30 p.m. (Last Order: 9:30 p.m.)
- (d) Bar 6:00 p.m. to 11:30 p.m. (Last Order: 11:30 p.m.)

The service hours described in the preceding Paragraph may be changed temporarily for unavoidable reasons, in which case the Guest shall be notified by proper means.

Article 12 - Payment of Charges

12.01.

The breakdown of the accommodation charge, etc. payable by the Guest shall be as listed in the attached Table 1.

12.02.

Payment of the accommodation charges, etc. described in the preceding Paragraph shall be made in currency or by other alternative means acceptable by our Hotel, such as traveler's check, accommodation coupon, credit card, etc., at the front desk at the time when the Guest departs from our Hotel or is charged by our Hotel.

12.03.

In the case that the Guest has not stayed at our Hotel at his/her discretion even after our Hotel has offered the guest room to the Guest and made it available for him/her to use, the accommodation charge shall still be charged.

Article 13 - Responsibility of Our Hotel

13.01.

In the case that our Hotel has inflicted damage on the Guest in the course of fulfilling the Accommodation Contract and related Contracts or in breach of these Contracts, our Hotel shall compensate for the said damage, unless the said damage has been caused due to a cause not attributable to our Hotel.

13.02.

Our Hotel has been displaying Fire Safety Certification Mark, as a hotel satisfying the Fire Service Law, and is also covered by the Hotel Liability Insurance to cope with emergencies in cases of fire, etc.

Article 14 - Handling in Case the Guest Room Contracted Is Not Available

14.01.

Should the guest room contracted for the Guest under the Accommodation Contract become unavailable for him/her, our Hotel shall try to offer accommodation facilities under the same conditions as the original Accommodation Contract as far as possible, subject to the consent of the Guest concerned. However, this shall not apply in times of act of God or in other difficult circumstances.

14.02.

Notwithstanding the provision of the preceding Paragraph, in cases where our Hotel is unable to offer other accommodation facilities to the Guest, our Hotel shall pay to him/her a compensation charge equivalent to the penalty, which shall be applied to the amount of the compensable damage. However, in cases where there is no cause attributable to our Hotel for not being able to offer the guest room, our Hotel shall not pay the compensation charge.

Article 15 - Handling of Checked Articles, etc.

15.01.

When the articles, cash and/or valuables checked by the Guest at the front desk have been lost or damaged, our Hotel shall compensate for the damage, unless the loss or damage has been caused by force de majeure. However, in the case of cash and valuables, our Hotel shall do so only when the Guest has clearly reported the kind and value of such cash and valuables at our request. Otherwise our Hotel shall compensate for the damage up to the maximum amount of 200,000 yen.

15.02.

When the Guest has brought into our Hotel articles, cash and/or valuables but has not checked them at the front desk, our Hotel shall compensate for the loss or damage inflicted on them if caused intentionally or negligently on our part, except when the Guest has not clearly reported to our Hotel beforehand the kind and value of such articles lost or damaged, in which case our Hotel shall compensate for the loss or damage up to the maximum amount of 150,000 yen unless our Hotel is intentionally or negligently responsible for such loss or damage.

Article 16 - Custody of the Baggage or Personal Belongings of the Guest

16.01.

When the baggage of the Guest has arrived at our Hotel prior to his/her arrival, our Hotel shall keep it subject to our agreement given prior to its arrival, and shall hand it to the Guest at the time when he/she checks in at the front desk.

16.02.

In the case that the baggage or personal belongings of the Guest are found misplaced after he/she has checked out, our Hotel shall ask the owner of such articles for his/her instructions when the owner has been identified. However, when there are no instructions from the owner or the owner has not been identified, our Hotel shall keep them for 7 days including the day when they have been found, and shall deliver them to a police station near our Hotel after a lapse of 7 days.

16.03.

The responsibility of our Hotel regarding the custody of the Guest's baggage or personal belongings in the case of the preceding two Paragraphs shall conform to the provision of the preceding Article, Paragraph 1, in the case of Paragraph 1 of this Article and to the provision of the preceding Article, Paragraph 2, in the case of the preceding Paragraph.

Article 17 - Responsibility for Parking

17.01.

When the Guest uses the parking area of our Hotel, our Hotel only lends the parking area and does not assume responsibility for care and custody of the vehicle parked, regardless of whether or not our Hotel has been asked to keep the key to the vehicle. However, our Hotel shall be liable for compensation if and when the vehicle parked is damaged intentionally or negligently on our side while keeping the parking area under our control.

Article 18 - Responsibility of the Guest

18.01.

In the case that our Hotel has suffered damage due to the intention or fault of the Guest, the Guest shall be required to compensate to our Hotel for the said damage.

Article 19 - Disaster Preparedness

19.01

Our hotel shall ask for the cooperation of the Guest in preparing against disasters, such as fires and earthquakes, and the Guest is requested to follow the instructions of staff and remain calm when an emergency occurs. The Guest shall be encouraged to confirm emergency exits, firefighting equipment and evacuation routes in advance to prepare against any unforeseen circumstances.

Table 1 Breakdown of Accommodation Charge (concerning Article 2-1 and 12-1)

Breakdown		
Total amount payable by the Guest	Accommodation charge	(1) Basic Accommodation Charge (Room charge) (2) Service Charge (included in Basic accommodation charge)
	Additional Charges	(3) Food and Beverage Charges and Other Utility Charges (4) Service Charge [(3) x 10%]
	Tax	(5) Consumption Tax (including regional consumption tax) (6) Accommodation Tax (effective from 1 January 2017)

Remarks:

- 1.The Basic Accommodation Charge is based on the table of charges posted at our Hotel Website, etc.
- 2.Any Guest exceeding the room capacity shall not be allowed to be accommodated. A preschool child can be accommodated free of charge.
- However, The Basic Accommodation Charge shall apply when he/she uses bedding. The Basic Accommodation Charge shall apply to elementary school age or older.
- 3.Taxation shall be based on the revised stipulation, if being revised.

Table 2 Penalty (Concerning Article 6-2)

Day when cancellation notice received		No show	Accommodation day	1 Day prior to A. Day	9 Days prior to A. Day	20 Days prior to A. ay
Contracted number of Guests						
Individual	Up to 5 Rooms	100%	80%	20%	0%	0%
Group	6 Rooms or More	100%	100%	50%	20%	10%

Remarks:

- 1.The percentage above shows the percentage of the Penalty against The Basic Accommodation Charge.
- 2.In the case that the number of days for accommodation has been reduced, the Penalty for One Day (first day) shall be charged, regardless of the number of days reduced.
- 3.In the case that the Accommodation Contract has been cancelled for a part of the Group (consisting 6 rooms or more), the Penalty shall not be charged for the number of rooms equivalent to 10% (a fraction to be evened up) of the total rooms booked for accommodation as of 21 days prior to the first day of occupancy (or the day when the Accommodation Contract has been accepted in less than 21 days prior to the first day of occupancy).
- 4.Total amount for the whole schedule shall be charged for no-show.