

Terms and Conditions of Accommodation

Article 1 - Scope of Application

- Contract for Accommodation and related agreements shall be subject to these Terms and Conditions. Any particulars not provided for herein shall be governed by laws and regulations and/or generally accepted practices.
- In the case where the Facility 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.

Article 2 – Application for Accommodation Contracts

- A Guest who intends to apply for an Accommodation Contract with the Facility shall notify the Facility of the following particulars:
 - Name of the Guest(s)
 - Date of accommodation and estimated time of arrival
 - Accommodation charges (based on Attached Accommodation Chart)
 - Other particulars deemed necessary by the Facility
- In the case where the Guest requests, during the stay, an extension for the accommodation beyond the date in the 2nd particular of preceding paragraph, the request shall be regarded as an application for a new Accommodation Contract at the time such request is made.

Article 3 – Conclusion of Accommodation Contracts, etc.

- A Contract for Accommodation shall be deemed to have been concluded when the Facility has duly accepted the application as stipulated in the preceding Article, and when payment of accommodation deposit (Accommodation Charge covering the entire period of guest's stay) has been made either via bank transfer (within 7 days including weekends) or via credit card. Bank charges for bank transfer are to be paid by the Guest. However, the contract shall not be deemed to have been concluded if it has been proved that the Facility has not accepted the application.
- The accommodation deposit shall be first applied to the total accommodation charges to be paid by the Guest, then secondly to the cancellation charges and compensation in this order on the occurrence of any event to which **Article 16** applies, and the remainder, if any, shall be refunded to the Guest.
- When the Guest has failed to pay the deposit by the date required by the Facility, the Facility shall treat the Accommodation Contract as invalid.

Article 4 – Refusal of Accommodation Contracts

- The Facility shall have the right to not accept the conclusion of an Accommodation Contract under any of the following cases:

1. When the application for accommodation does not conform to the provisions of these Terms and Conditions.
2. When the Facility 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 would contravene the laws or act against the public order or good morals in regard to the accommodation.
4. When the Guest seeking accommodation is proved to be one of the following:
 - 1) When a party seeking accommodation is an organized crime group as provided in Article 2 Paragraph 2 of the act on Prevention of Unjust Acts by Organized Crime Group members (Act No. 77 of 1991) (“an Organized Crime Group”), a member of an Organized Crime Group as provided in Article 2 Paragraph 6 of the same Act (“a member of an Organized Crime Group”), associated member of an Organized Crime Group, or a party or other anti-social element related to such groups.
 - 2) When a party seeking accommodation is a corporation or other entity whose business activities are controlled by an Organized Crime Group or a member of an Organized Crime Group.
 - 3) When a party seeking accommodation is a corporation whose directors include persons corresponding to a member of an Organized Crime Group
5. When the person requesting accommodation has caused annoyance to the nearby neighborhood
6. When the person seeking accommodation is clearly determined to be carrying an infectious disease.
7. When violent demands and/or actions are made or carried out, or burdens that exceed the scope of reasonable requests have been made in relation to the accommodation.
8. When the Facility is unable to provide accommodation due to natural disasters, the malfunction of the facilities and/or other unavoidable causes.
9. When a guest has brought into the Facility, dangerous goods (fire producing items such as stoves, and oil products) and/or items harmful to the human body.

Article 5 – Right to Cancel Accommodation Contracts by the Guest

1. The Guest is entitled to cancel the Accommodation Contract by so notifying the Facility.
2. In the case where the Guest has canceled an Accommodation Contract in whole or in part due to a cause for which the Guest is liable (instances where the Facility has requested the payment of a Deposit during the required period prescribed in Article 3 Paragraph 2, and shall exclude any instance where the Guest has canceled the Accommodation Contract before making payment), the Guest shall pay cancellation charges as listed in Attached Table No.2.
3. In the event that a Guest does not appear by 6pm on the accommodation date and has not notified the Facility in advance, (or 2 hours after the expected time of arrival if the Facility has been notified), the Facility may regard the Accommodation Contract as having been canceled by the Guest.

Article 6 – Right to Cancel Accommodation Contracts by the Facility

- The Facility may cancel the Accommodation Contract under any of the following cases:
 1. When the Guest is deemed applicable to provisions set forth in Article 4 Items 3 to 9 in these Terms and Conditions.
 2. When the Guest does not conform to Article 3 Paragraph 1 in these Terms and Conditions.

Article 7 – Registration of Accommodation

- The Guest shall register the following particulars at the Front Desk of the Facility on the day of accommodation:
 1. Name, age, sex and address of the Guest(s)
 2. Nationality and passport number if the Guest is not of Japanese nationality
 3. Date and estimated time of departure
 4. Other particulars deemed necessary by the Facility

Article 8 – Occupancy Hours of Guest Rooms

- Occupancy hours of guest rooms are from 3pm to 11am the following day, unless under the following circumstances:
 1. When the Guest is accommodated for a continuous number of days, the Guest may occupy the room for the entire day, except for the days of arrival and departure.
 2. The Facility may, notwithstanding the provisions prescribed in the preceding paragraph, permit the Guest to occupy a room beyond the time prescribed in the same paragraph. In such case, the Guest shall pay the following additional charges:
 - 1) Excess of up to 1 hour - 20% of room charge
 - 2) Excess of up to 2 hours – 40% of room charge
 - 3) Excess of up to 3 hours – 100% of room charge
 3. When the Guest is accommodated for a continuous number of days, the Guest may occupy the room for the entire day, except for the days of arrival and departure. However, housekeeping will enter the guest room between 11am and 3pm for cleaning.

Article 9 – Observance of House Regulations

- The Guest shall observe the House Regulations established by the facility, which are posted on the Facility website.

Article 10 – Payment of Accommodation Charges

1. The breakdown of the Accommodation and other Charges to be paid by Guests are specified in the Attached Table No.1.
2. The Accommodation and other Charges referred to in the preceding paragraph shall be paid as deposit via bank transfer by the date specified, or by credit card.
3. Once accommodation facilities have been made available by the Facility, the Accommodation Charges shall be paid even if the Guest voluntarily chooses not to utilize the facilities.

Article 11 – Liabilities of the Facility

- The liability of the Facility for the accommodation shall start either at the timing of Guest registration at the Facility, or at the timing of Guest entering the Facility, and end when the Guest has checked out and left the Facility.
- In the event that the Facility, for some reason, cannot provide accommodation for a guest that has concluded an Accommodation Contract, excluding natural disasters and other reasons proving difficulty to provide accommodation, shall refer a separate accommodation facility with similar conditions with the consent of the Guest.
- In the case of the above 2nd paragraph, the Facility will not be liable for other than the Accommodation Charge.
- The Facility does not provide service other than accommodation.

Article 12 – Handling of Deposited Articles

- The Facility will not take responsibility for the loss or damage of items, cash, and/or precious items brought into the Facility by the Guest, unless there is an intentional and/or serious fault by the Facility.

Article 13 – Custody of Baggage or Belongs of the Guest

- When a Guest's baggage or belongings are found to be left behind after check out, the Facility will contact the Guest for instructions if the owner is specified. If there are no instructions by the owner, or if the owner is unknown, the facility shall turn the items over to the nearest police station after seven days of when the items were found.

Article 14 – Liabilities of the Guest

- The Guest shall compensate the Facility for damages caused through the intention or negligence of the Guest.

Article 15 – Jurisdiction and Governing Law

- Any conflict from the content set forth in these Terms and Conditions shall be resolved in accordance with Japanese law under the jurisdiction of the Yokohama District Court and Yokohama Summary Court in which our Facility resides.

Attached Table No.1 – Accommodation and Other Charges (Ref. Article 2 Item 1, Article 10 Item 1)

Breakdown	Details
Basic accommodation charge	Room charge
Additional charge	Breakfast / late check out (if applicable) / other
Taxes	Consumption tax

Attached Table No.2 - Cancellation Charge (Ref. Article 5 Item 2)

Timing of cancellation	Day of accommodation	Previous day of accommodation	7 days prior to accommodation	14 days prior to accommodation
Cancellation fee	100%	100%	50%	30%

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