

September 1, 2023

Terms and Conditions for Accommodation Contracts

Scope of Application

Article 1.

1. Contract for Accommodation and related agreements to be entered into between this Hotel and the Guest to be accommodated 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.
2. In the case where the Hotel 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.

Application for Accommodation Contracts

Article 2.

1. A Guest who intends to apply for an Accommodation Contract with the Hotel shall notify the Hotel of the following particulars:
 - (1) Name of the Guest(s) and phone number, address
 - (2) Date of accommodation and estimated time of arrival;
 - (3) Accommodation charges (based, in principle, on the Basic Accommodation Charges listed in Attached Table No. 1); and
 - (4) Other particulars deemed necessary by the Hotel.
2. In the case where the Guest requests, during the stay, an extension of the accommodation beyond the date 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.

Conclusion of Accommodation Contracts, etc.

Article 3.

1. A Contract for Accommodation shall be deemed to have been concluded when the Hotel has duly accepted the application as stipulated in the preceding Article. However, the contract shall not be deemed to have been concluded if it has been proved that the Hotel has not accepted the application.
2. When an Accommodation Contract has been concluded in accordance with the provisions of the preceding paragraph, the Guest is requested to pay an accommodation deposit fixed by the Hotel within the limits of the Basic Accommodation Charges covering the Guest's entire period of stay (or a minimum of three days when the period of stay is to exceed three days) by the date specified by the Hotel.
3. The 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 6 or 18 applies, and the remainder, if any, shall be refunded at the time of the payment of the Accommodation Charges as stated in Article 12.

4. When the Guest has failed to pay the deposit by the date required as stipulated in Paragraph 2, the Hotel shall treat the Accommodation Contract as invalid. However, the same shall apply only in the case where the Guest is thus informed by the Hotel when the period of payment of the deposit is specified.

Special Contracts Requiring No Accommodation Deposit

Article 4.

1. Notwithstanding the provisions of Paragraph 2 of Article 3, the Hotel 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 Hotel has not requested the payment of the deposit as stipulated in Paragraph 2 of Article 3 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, it shall be treated as if the Hotel has accepted a special contract as prescribed in the preceding paragraph.

Refusal of Accommodation Contracts

Article 5.

The Hotel shall have the right not to 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 Hotel is fully booked and no room is available;
- (3) When the Guest seeking accommodation is deemed liable to conduct himself 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 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 accommodations following (a) to (c);
 - (a) 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”) or a party or other anti-social element related to such groups.
 - (b) 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.
 - (c) When a party seeking accommodation is a corporation whose directors include persons corresponding to a member of an Organized Crime Group.
- (5) When the Guest seeking accommodation is deemed liable to engage in behavior that would cause significant annoyance or disturbance to other guests, users, or residents living in the vicinity of the facility, such as making them feel frightened or uneasy.
- (6) When the Guest seeking accommodation is clearly determined to be carrying an infectious disease;

(7) When the Hotel is requested to assume an unreasonable burden in regard to his/her accommodation;

(8) When the Hotel is unable to provide accommodation due to natural calamities, the malfunction of the facilities and/or other unavoidable causes;

Right to Cancel Accommodation Contracts by the Guest

Article 6.

1. The Guest is entitled to cancel the Accommodation Contract by notifying the Hotel.
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 (except for instances where the Hotel has requested payment of a Deposit during the specified period prescribed in Paragraph 2, Article 3, and the Guest has canceled before making payment), the Guest shall pay cancellation charges as listed in Attached Table No. 2. However, when a special contract has been concluded as prescribed in Paragraph 1, Article 4, cancellation charges shall be required only when the Guest has been informed of the obligation to pay such charges in the event of cancellation.
3. In the event that a Guest does not appear by 8 p.m. on the accommodation date (or two hours after the expected time of arrival if the Hotel has been notified) and has not notified the Hotel in advance, the Hotel may regard the Accommodation Contract as having been canceled by the Guest.

Right to Cancel Accommodation Contracts by the Hotel

Article 7.

1. **The Hotel may cancel the Accommodation Contract under any of the following cases:**

Furthermore, the Hotel shall not be liable for any damage caused by the cancellation of the contract under this Article.

(1) When the Guest is deemed liable to conduct or has conducted him/herself in a manner that would contravene the laws or act against the public order and good morals in regard to the accommodation:

(2) When the Guest is deemed liable to conduct and/or has conducted himself/ herself in a manner that contravenes the laws or acts against the public order and good morals in regard to his/her accommodation following (a) to (c);

(a) Gang group, gang group semi-regular members or gang member-related persons and other anti-social forces.

(b) When a corporate body or other organization where gang groups or gang members control business activities.

(c) In a corporate body that has persons relevant to gang member in its board member

(3) When the Guest is deemed liable to behave or has behaved in a manner that causes significant annoyance to other guests;

(4) When the Guest can be clearly detected as carrying an infectious disease;

- (5) When the Hotel is requested to assume an unreasonable burden in regard to his/her accommodation;
 - (6) When the Hotel is unable to provide accommodation due to natural calamities and/or other causes of force majeure;
 - (7) When the Guest does not observe prohibited actions such as smoking in bed, causing mischief related to the firefighting equipment, and other prohibitions of the Use Regulations stipulated by the Hotel (restricted to particulars deemed necessary in order to avoid the causing of fires);
 - (8) When the Guest is deemed liable to conduct or has conducted him/herself in a manner of making violent or coercive demands or acts including assault, threats, extortion, etc.
 - (9) When the Guest is deemed liable to conduct or has conducted him/herself in a manner that causes significant annoyance or disturbance to other guests, users, or residents living in the vicinity of the facility, such as making them feel frightened or uneasy;
 - (10) When during the stay at the Hotel, any items in Article 5 or this Article are found applicable.
2. In the case where the Hotel has cancelled the Accommodation Contract in accordance with the preceding paragraph, the Hotel shall not be entitled to charge the Guest in the future for any of the services during the contractual period that were not received.

Registration

Article 8.

1. The Guest shall register the following particulars at the Front Desk of the Hotel on the day of accommodation:
 - (1) Name, age, sex, address and occupation of the Guest(s)
 - (2) Nationality, passport number (or Residence card) , and port and date of entry into Japan (if the Guest is not of Japanese nationality);
 - (3) Date and estimated time of departure; and
 - (4) Other particulars deemed necessary by the Hotel.
2. In the case where the Guest intends to pay the Accommodation Charges prescribed in Article 12 by means other than Japanese currency, such as coupons or credit cards, the Guest shall present such instruments in advance to the Hotel at the time of registration as prescribed in the preceding paragraph.
3. **The Hotel requires all overseas guests to present their valid passport and ID (or Residence card) .**

Occupancy Hours of Guest Rooms

Article 9.

1. The Guest is entitled to occupy the contracted guest room of the Hotel from 3 p.m. on the day of registration until 10 a.m. on the day of departure. However, 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 Hotel 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 up to 1 hour overtime: 4,000 yen, not limited to room rates
- (2) excess up to 3 hours: 30% of the room charge
- (3) excess up to 6 hours: 50% of the room charge
- (4) excess after 6 hours: 100% of the room charge

Observance of House Regulations

Article 10.

1. The Guest shall observe the House Regulations established by the Hotel, which are posted on the Hotel premises.

Business Hours

Article 11.

Hours of business at the main facilities and Additional Facilities in the Hotel are indicated as follows. Regarding other facilities, kindly refer to the relevant printed materials provided in your room.

1. Check-in 3-6 p.m. (subject to change depending on conditions)
2. Check-out 10 a.m.
3. Foreign Currency Exchange - Not provided
4. Breakfast Service 8:00 - 9:00 a.m (in-room meal)

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

Payment of Accommodation Charges

Article 12.

1. The breakdown and method of calculation of the Accommodation and other Charges to be paid by Guests are specified in Attached Table No. 1.
2. The Accommodation and other Charges referred to in the preceding paragraph shall be paid at the Front Desk during Check-in or upon request by the Hotel. Payments shall be made in cash or by means other than cash such as coupons or credit cards, that are recognized by the Hotel.
3. Once accommodation facilities have been made available by the Hotel, the Accommodation Charges shall be paid even if the Guest voluntarily chooses not to utilize the facilities.

Liabilities of the Hotel

Article 13.

1. The Hotel shall compensate the Guest for any damage if the Hotel has caused such damage to the Guest in the course of its performance of, or by its non-fulfillment of, the Accommodation Contract and/or related agreements. However, this provision shall not apply in the event that

- such damage has been caused by a reason(s) not attributable to the Hotel.
2. The Hotel is covered by a Hotel Liability Insurance Policy.

Handling when unable to provide Contacted Rooms

Article 14.

1. The Hotel shall, when unable to provide the contracted rooms, arrange accommodation of the same standard elsewhere insofar as practicable with the consent of the Guest.
2. When arrangement of other accommodations cannot be made notwithstanding the provisions of the preceding paragraph, the Hotel shall pay the Guest Compensation equivalent to the cancellation charges. Through such payment, the Hotel shall be deemed to have fulfilled its obligation to compensate for the damages incurred by the Guest. However, if the Hotel's inability to provide accommodation is not the result of a cause(s) attributable to the Hotel, the Hotel will not pay Compensation to the Guest.

Handling of Deposited Articles

Article 15.

1. The front desk of the Hotel does not accept deposits of cash, passports, car keys, or other valuables.
2. The Hotel shall compensate the Guest for damages to articles, money, and valuables the Guest has brought into the Hotel that have not been deposited at the Front Desk, when damages including loss or breakage were caused intentionally or by gross negligence on the part of the Hotel. However, when the type and value of such items have not been reported in advance by the Guest, the Hotel shall compensate for damages and loss up to a maximum of 150,000 yen, except in cases where loss or damage was caused in cases of willful misconduct or by gross negligence on the part of the Hotel.

Custody of Baggage or Belongings of the Guest

Article 16.

1. When a Guest's baggage is brought to the Hotel prior to the Guest's arrival, the Hotel shall be liable to keep it only if it does not contain cash or valuables, and will give it to the Guest at the Front Desk at the time of check-in, provided that the Hotel has accepted such a request.
2. As a general rule, when a Guest's baggage or belongings are found to be left behind after checkout, the Hotel will keep the baggage or belongings for three months, including the day of discovery.
3. For valuables such as cash, credit cards, passports, watches, fine jewelry, etc., if the owner does not contact the Hotel within one week, we will notify the nearest police station.

Liability in regard to Parking

Article 17.

1. The Hotel assumes no liability for the custody of Guest’s vehicles when they use the parking lot under management of the Hotel (“the Hotel’s parking lot”), as the Hotel is regarded as simply offering a space for parking, irrespective of whether the key(s) of the vehicle has been deposited with the Hotel. However, the Hotel will assume responsibility if damages are incurred through the management of the parking lot if such damages were caused by the intention or negligence of the Hotel.

Liability of the Guest

Article 18.

The Guest shall compensate the Hotel for damage caused through the intention or negligence of the Guest.

Entering the Room

Article 19.

No persons or pets other than the guests registered at the front desk on the day of stay may enter the room.

Preferred Language

Article 20.

These Provisions are written both in Japanese and English. In the event of any inconsistency or difference between the two versions of these Provisions, the Japanese version shall prevail in all respects.

Attached Table No.1 Accommodation Charges, etc. (Ref. Paragraph 1, Article 2, and Paragraph 1, Article 12)

Total Amount to be paid by the Guest	Accommodation Charges	Basic Accommodation Charge (Room Charge + Breakfast) (Except for plans without meals)
	Extra Charges	Meals and Drinks (except for those included in Basic Accommodation Charge)
	Taxes	Consumption Tax Fukuoka Accommodation Tax

Remarks

1. The Accommodation Charge is based on the rate schedule posted by the Hotel on the reservation website.
2. Taxes indicated are subject to change in accordance with changes in the tax laws.

Attached Table No.2 Cancellation Charge for Hotels (Ref. Paragraph 2, Article 6)

Reservation Cancellation Date	
No Show	100%
4 Days before check-in	100%
7 Days before check-in	30%
21 Days before check-in	10%

- *1 The percentages signify the rate of the Cancellation Charge for the Basic Accommodation Charges.
- *2 For reservations of two or more nights, the Cancellation Charge will be determined based on the entire room rate.
- 3. The provisions provided under prior consultation agreements (contracts) shall take precedence with respect to penalties for group reservations.
- 4. For individual reservations, penalties specified in the accommodation reservation confirmation document will take precedence.