TERMS AND CONDITIONS FOR ACCOMMODATION CONTRACTS

Article 1. (Scope of Application)

- Contracts for Accommodation and related agreements to be honored between this Hotel and the Guest to be accommodated shall be subject to these Terms and Conditions. And any particulars not provided for herein shall be governed by laws and regulations and generally accepted practices.
- ⁽²⁾ In the case when the Hotel has entered into special contract with the Guest in so far 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)

- ① A Guest who intends to make an application for an Accommodation Contract of the Hotel shall notify the Hotel of the following particulars.
 - (1) Name of the Guest(s);
 - (2) Date of Accommodation and estimated time of arrival;
 - (3) Contact address of the Guest(s);
 - (4) Other particulars deemed necessary by the Hotel.
- ② In the case when the Guest requests, during his stay, 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.

Article 3. (Conclusion of Accommodation Contracts)

- 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 same shall not apply where it has been proved that the Hotel has not accepted the application.
- ② If an Accommodation Contract is concluded pursuant to the preceding paragraph, the guest shall pay the accommodation fee for the entire accommodation period under the Accommodation Contract before the commencement of accommodation or by the date designated by the Hotel.
- ③ If the grounds specified in the following items occur, the Hotel may treat the application for the guest as if the application was made even though they did not actually intend to stay. and the Accommodation Contract shall be treated as invalid.
 - (1) When the accommodation fee set forth in the preceding paragraph cannot be paid before the start of accommodation or by the date designated by the Hotel in accordance with the provisions of the preceding paragraph.
 - (2) In the case when the Guest cannot be contacted with the information provided to Paragraph 1 of the preceding Article within 10 days from the date of initial contact. (However, if less than 10 days, then until 15:00 of the arrival date)
 - (3) When contact from the Hotel is refused.

(4) Any payments made by the Guest will not be refunded under the cases (2) and (3).

Article 4. (Refusal of Accommodation Contracts)

- (1) The Hotel may not accept the conclusion of an Accommodation Contract under any of the following cases.
 - (1) When the application for accommodation does not conform with the provisions of 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 will controvert the laws or act against public order and good morals in regard to his accommodation.
 - (4) When the Guest seeking accommodation can be clearly detected as carrying an infectious disease.
 - (5) When the Hotel is requested to assume an unreasonable burden in regard to his accommodation;
 - (6) When the Hotel is unable to provide accommodation due to natural calamities, disfunction of the facilities and /or other unavoidable causes;
 - (7) When the Guest is drunk and causing trouble.
 - (8) When the Guest acts in a way that causes inconvenience to other Guests or employees of the Hotel.
 - (9) When the Guest may assault, threaten, blackmail, make unreasonable demands, gamble, possess or use drugs, guns, swords, and other products not permitted by law, engage in any other acts that may cause inconvenience to other guests, or may act in violation of laws or order and morals.
 - (10) When it is not possible to stay due to a catastrophic event, breakdown of facilities or other unavoidable reasons.
 - (11) When only Minors (Without parental permission) are staying.
 - (12) When applying for accommodation is for the purpose of transferring rights.
 - (13) When an application for accommodation is made without an intention to stay.
 - (14) When various laws and regulations for refusing accommodation are applicable and or if stipulated by prefectural ordinances.

Article 5. (Right to Cancel Accommodation Contracts by the Guest)

- ① The Guest is entitled to cancel the Accommodation Contract by notifying the Hotel.
- (2) In the case when the Guest has cancelled the Accommodation Contract in whole or in part due to causes for which the Guest is liable, the Guest shall pay cancellation charges.
- ③ In the case when the Guest does not appear by 25:00 of the accommodation date (2 hours after the expected time of arrival if the Hotel is notified of it) without advance notice, the Hotel may regard the Accommodation Contract as being cancelled by the Guest.

Article 6. (Right to Cancel Accommodation Contracts by the Hotel)

- ① The Hotel may cancel the Accommodation Contact under any of the following cases:
 - (1) When the Guest is a member of gangster-related organizations and has conducted himself in a manner that will controvert the laws or act against public order and good morals.
 - (2) When the Guest may assault, threaten, blackmail, make unreasonable demands, gamble, possess

or use drugs, guns, swords and other products not permitted by law, engage in any other acts that may cause inconvenience to other guests, or may act in violation of laws or order and morals.

- (3) When the Guest is drunk and causing inconvenience to other Guest(s).
- (4) When the Guest may hinder the operation of the Hotel or causes inconvenience to Employees of the Hotel.
- (5) When it is recognized that the Guest may cause trouble to other Guest(s) by loud snoring, noise, odor and annoying behavior.
- (6) When the Guest is clearly recognized as having an infectious disease.
- (7) When a service or other burden exceeding a reasonable range is requested to the Hotel.
- (8) When is not possible to stay due to natural disasters, failure of facilities, or other unavoidable reasons.
- (9) When the Guest does not observe prohibited actions such as smoking in bed, mischief to the firefighting facilities and other prohibitions of the Usage Regulations stipulated by the Hotel (restricted to particulars deemed necessary in order to avoid fires)
- (10) When transferring or attempting to transfer the right to stay.
- (11) When the Accommodation Contract has been concluded through a travel agency and the payment of the accommodation price from the travel agency has not been confirmed. In addition, if the accommodation fee has not been paid, as the payment was made by the transfer method just before the closing hours of the financial institution or before holidays.
- (12) When the Guest does not return the room key and cannot be contacted by the Hotel.
- (13) In the case when the Terms and Rules of this Hotel are violated.
- (14) When various laws and regulations for refusing accommodation are applicable and or if stipulated by prefectural ordinances.
- ② Notification of cancellation pursuant to the preceding paragraph shall be made verbally or by the telephone, e-mail, or written to the guest's contact sought under Article 2, and if the notice does not reach the contact requested under Article 2, it shall apply the provisions of Article 3, Paragraph 3 or be treated as being reached at the point where the normal time period has elapsed.
- ③ If the Hotel cancels the Accommodation Contract based on the preceding two paragraphs, no refund of the accommodation fee will be made, except in the cases of paragraphs (6) and (8).

Article 7. (Registration)

- (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) Except Japanese, Nationality, Passport Number, Port and Date of Entry in Japan
 - (3) Date and Estimated Time of Departure
 - (4) Other particulars deemed necessary by the Hotel.

② In the case when the Guest intends to pay his Accommodation Charge prescribed in Article 11 by any means other than Japanese Currency, such as traveler's cheques, coupons or credit cards, these credentials shall be shown in advance at the time of registration prescribed in the preceding Paragraph.

Article 8. (Occupancy Hours of Guest Rooms)

- The Guest is entitled to occupy the contracted guest room of the Hotel from 3:00 pm to 10:00 am of the next morning. However, in the case when the Guest is accommodated continuously, The Guest may occupy it all day long except for the days of arrival and departure.
- ② Regardless of the provisions of the preceding paragraph, the Guest may use rooms other than the time specified in the same paragraph. if the guest obtains the consent of Hotel. In this case, an additional charge (1,000 yen per hour) determined by the Hotel will be charged.
- ③ Even if it is within the time during which the guest can use the guest room pursuant to the preceding Paragraph 2, If it's necessary for safety and hygiene management or other operational management of the Hotel, The Hotel will enter the room in order to take necessary measures.

Article 9. (Observance of Use Regulations)

① The Guest shall observe the Usage Regulations established by the Hotel which are posted within the premises of the Hotel.

Article 10. (Business Hours)

- ① The Business hours of the main facilities, etc. of the Hotel are as follows,
 - (1) Front Service Hours
 - No Curfew
 - Front Service 6:00 am- 1:00 am
 - Breakfast 7:00 am 10:00 am
 - (2) Ancillary Services
 - Vending Machine, Washing Machine, Dryer, Ice Machine, Trouser Press, Iron (24 hours)
- (2) The Business Hours specified in the preceding Paragraph are subject to temporary changes due to unavoidable causes of the Hotel. In such case, the Guest shall be informed by appropriate means.

Article 11. (Payment of Bills)

- The breakdown of the Accommodation Charges, etc. that the Guest shall pay is as listed in the Attached Table 1.
- ② Accommodation Charges, etc. as stated in the preceding Paragraph shall be paid with Japanese Currency or by any means other than Japanese Currency such as traveler's cheques, coupons or credit cards recognized by the Hotel at the front desk at the time of departure of the Guest or upon request by the Hotel.
- ③ Accommodation Charges shall be paid even if the Guest voluntarily does not utilize the accommodation facilities provided for him/her by the Hotel and are at him/her disposal.

Article 12. (Liabilities of the Hotel)

- The Hotel shall compensate the Guest for the damage if the hotel has caused such damage to the Guest in the fulfillment or the nonfulfillment of the Accommodation Contract and/or related agreements. However, the same shall not apply in case where such damage has been caused due to reasons for which the Hotel is not liable.
- ② Even though the Hotel has received the "PASS MARK" (Certificate of excellence of Prevention Standard issued by the Hotel Liability Insurance in order to deal with unexpected fire and/or other disasters) If the Hotel does not fall under the disclaimer on an insurance policy, the Guest may not be compensated for any damages incurred.

Article 13. (Handling When Unable to Provide Contracted Rooms)

- ① The Hotel shall, when unable to provide contracted rooms, arrange accommodation of the same standard elsewhere for the Guest in so far as practicable with consent of the Guest.
- ⁽²⁾ When arrangement of other accommodation cannot be made notwithstanding the provisions of the preceding Paragraph, the Hotel shall pay the Guest a compensation fee equivalent to the cancellation charges and the compensation fee shall be applied to the reparations. However, when the Hotel cannot provide accommodation due to causes for which the Hotel is not liable, the Hotel shall not compensate the Guest.

Article 14. (Handling of Deposited Items)

- ① The Hotel shall compensate the Guest for the damage when loss, breakage, or other damage is caused to the goods, cash, or valuables deposited at the front desk by the Guest, except in the case when this has occurred due to causes of force majeure. However, for cash and valuables, when the hotel has requested the Guest to report its kind and value but the Guest has failed to do so, the Hotel shall compensate the Guest within the limits of 100,000 yen.
- ② The Hotel shall not compensate the Guest for the damage when loss, breakage or other damaged is caused, through intention or negligence in the part of the Hotel, to the goods, cash or valuables which are brought into the premises of the Hotel by the Guest but are not deposited at the front desk.

Article 15. (Custody of Baggage and/or Belongings of the Guest)

- When the baggage of the Guest is brought into the Hotel before his or her arrival, the Hotel shall be liable to keep it only in the case when such a request has been accepted by the Hotel. The baggage shall be handed over to the Guest at the front desk at the time of his or her check-in.
- 2 When the baggage or belongings of the Guest is found left after his or her check-out, and the ownership

of article is confirmed, the Hotel shall inform the owner of the article left and ask further instructions. When no instructions given to the Hotel by the owner or when the ownership is not confirmed, the Hotel shall keep the article for 7 days including the day it is found, and after this period, the Hotel shall turn it over the nearest police station.

③ The Hotel's liability in regard to the custody of the Guest's baggage and belongings in the case of preceding two Paragraphs shall be assumed in accordance with the provisions of Paragraph 1 of the preceding Article in the case of Paragraph 1, and with the provisions of Paragraph 2 of the same Article in the case of Paragraph 2.

Article 16. (Liability of the Guest)

- ① The Guest shall compensate the Hotel for the damage caused through intention on the part of the Guest.
- ② If the Guest does not return or lose the key of the Hotel, the Guest shall compensate the Hotel the value of the key.

Article 17. (Room Cleaning)

- ① If a Guest stays in the same room for two or more consecutive nights, the Guest room may be cleaned at any time, if deemed necessary by the Hotel.
- ② The Guest cannot refuse the room cleaning described in the preceding Paragraph.

		Contents				
Total Amount Paid by the Guest	Accommodation	 Basic Accommodation Charge Tax/Consumption Tax 				
	Extra Charges	 ③ Food, Beverages and Other Expenses ④ Tax/Consumption Tax 				

Attached Table No. 1 Calculation Method for Accommodation Charges, etc.

Cancellation Penalty									
Contracted Number of Guests/ Date		14 days Prior to	7 days Prior to	1 day Prior to					
when Cancellation of contract is notified		Accommodation Day	Accommodation Day	Accommodation Day	Accommodation Day	No Show			
Individual	1~9			50%	100%	100%			
	10~20	10%	30%	50%	100%	100%			
Group	21 and More	30%	50%	80%	100%	100%			



ADDRESS: 4-14-5 Kotobashi, Sumida-ku, Tokyo

TEL: 03-5637-7071

E-MAIL : info@h2m.co.jp

http://h2m.co.jp/tabard-tokyo