

## Terms and Conditions of the Accommodation Contract

### (Scope of Application)

Article 1 These terms and conditions shall apply to accommodation contracts and related agreements to be entered into between Hotel Cadenza Tokyo and the guests to be accommodated. Any matter not provided herein shall be governed by laws and regulations and generally accepted practices.

2 In the case where the hotel makes any special agreement with a guest without violating laws and regulations and generally accepted practices, such special agreement shall apply notwithstanding these terms and conditions.

### (Application for Accommodation Contract)

Article 2 A person who intends to apply for an accommodation contract with the hotel shall notify the hotel of the following information:

- (1) Name of the guest(s);
  - (2) Date of accommodation and scheduled time of arrival;
  - (3) Accommodation charges (based on the basic accommodation charges listed in Schedule 1, in principle); and
  - (4) Other information deemed necessary by the hotel.
- 2 In the case where a guest requests, during his/her stay, extension of accommodation beyond the date specified in (2) of the preceding paragraph, it shall be considered as an application for a new accommodation contract as of the time when such request is made.

### (Conclusion of the Accommodation Contract)

Article 3 An accommodation contract shall be concluded when the hotel duly accepts an application for accommodation contract as stipulated in the preceding article; this is provided, however, that this shall not apply to the case where the hotel proves that it has not accepted the application.

2 When an accommodation contract is concluded in accordance with the provisions of the preceding paragraph, the guest shall pay an accommodation deposit of the amount fixed by the hotel within the limits of the basic accommodation charge for the entire period of stay of the guest (or for three days if the period of stay exceeds three days) by the date specified by the hotel.

3 The accommodation deposit shall be first used for the payment of the total accommodation charges to be paid by the guest, then for the cancellation charge under Article 6 and the compensation under Article 18 in this order, if applicable, and the remainder, if any, shall be refunded at the time of payment of the accommodation charges under Article 12.

4 In the event that a guest fails to pay the accommodation deposit required under Paragraph 2 above by the date specified by the hotel pursuant to the provisions thereof, the accommodation contract shall become invalid; this is provided, however, that this shall apply only in cases where the hotel has informed the guest to that effect when specifying the due date for the payment of the accommodation deposit.

### (Special Agreement of No Accommodation Deposit)

Article 4 Notwithstanding the provisions of Paragraph 2 of the preceding article, the hotel may make a special agreement not to require payment of the accommodation deposit as stipulated in the said paragraph after the conclusion of the accommodation contract.

2 If the hotel does not require payment of the accommodation deposit as stipulated in Paragraph 2 of Article 2 or does not specify the due date for the payment of such accommodation deposit when accepting an application for accommodation contract, the hotel shall be deemed to have made a special agreement referred to in the preceding paragraph.

### (Refusal of Accommodation Contract)

Article 5 The hotel may refuse to enter into an accommodation contract in the following cases:

- (1) The application for accommodation contract does not conform to these terms and conditions;
- (2) The hotel is fully booked and there is no guest room available;
- (3) The person seeking accommodation is deemed likely to act against provisions of laws or regulations, public order, or good morals in connection with his/her accommodation;
- (4) It is apparent that the person seeking accommodation has contracted an infectious disease that could spread viruses;
- (5) The person seeking accommodation requires an unreasonable burden on the hotel in connection with his/her accommodation;
- (6) The hotel is unable to provide accommodation due to a natural disaster, breakdown of the facilities, or other inevitable reasons;
- (7) The person seeking accommodation is an organized crime group, a member of an organized crime group, an organization or person related to an organized crime group, or other antisocial force;

- (8) The person seeking accommodation is a corporation or other organization whose business activities are controlled by an organized crime group or a member of an organized crime group;
- (9) The person seeking accommodation is a corporation any of whose officers is a member of an organized crime group;
- (10) The person seeking accommodation said or did something that caused serious nuisance to other guests; or
- (11) The person seeking accommodation makes a violent demand or requires unreasonable burden on the accommodation facility or its employees.

### (Cancellation Right of Guests)

Article 6 Guests have the right to cancel the accommodation contract upon notice to the hotel.

2 In the event that a guest cancels the accommodation contract in whole or in part due to a cause attributable to the guest (except in cases where the hotel required the guest to pay an accommodation deposit specifying the due date pursuant to the provisions of Paragraph 2 of Article 3 and the guest cancels the accommodation contract before such payment), the guest shall pay the cancellation charge as shown in Schedule 2; this is provided, however, that, in cases where the hotel made a special agreement as stipulated in Paragraph 1 of Article 4, this provision shall not apply unless the hotel informed the guest of the obligation to pay the cancellation charge in the event of cancellation by the guest when making such special agreement.

3 In the event that a guest does not arrive at the hotel by 8:00 p.m. of the day of arrival (or two hours after the expected time of arrival if the hotel is notified) without notice, the hotel may deem that the accommodation contract is canceled by the guest.

### (Cancellation Right of the Hotel)

Article 7 The hotel may cancel the accommodation contract in the following cases:

- (1) It is deemed that the guest has acted or is likely to act against provisions of laws or regulations, public order, or good morals in connection with his/her accommodation;
- (2) It is apparent that the guest has contracted an infectious disease that could spread viruses;
- (3) The hotel is unable to provide accommodation due to causes beyond its control such as a natural disaster;
- (4) The person seeking accommodation is deemed likely to cause nuisance to other guests by becoming seriously inebriated or otherwise, or the guest said or did something that caused serious nuisance to other guests;
- (5) The guest committed any act prohibited under the Usage Rules such as smoking outside the smoking booth, mischief to the fire-fighting facilities, etc. (limited to prohibitions necessary for fire prevention);
- (6) The person seeking accommodation is an organized crime group, a member of an organized crime group, an organization or person related to an organized crime group, or other antisocial force;
- (7) The person seeking accommodation is a corporation or other organization whose business activities are controlled by an organized crime group or a member of an organized crime group;
- (8) The person seeking accommodation is a corporation any of whose officers is a member of an organized crime group;
- (9) The person seeking accommodation makes a violent demand or requires unreasonable burden on the accommodation facility or its employees; or
- (10) The guest committed any act prohibited under the Usage Rules.

2 In the event that the hotel cancels an accommodation contract pursuant to the provisions of the preceding paragraph, the hotel shall not charge the guest for the accommodation or other services that the guest has yet to receive.

### (Registration of Accommodation)

Article 8 Each guest shall register the following information at the reception desk of the hotel on the day of arrival:

- (1) Name, date of birth, gender, address, and occupation of the guest;
- (2) If the guest is a foreign national, nationality, passport number, and the point and date of entry into Japan;
- (3) Scheduled time of departure; and
- (4) Other information deemed necessary by the hotel.

2 Guests who intend to pay the accommodation charges as stipulated in Article 12 by any means alternative to cash as such traveler's checks, accommodation coupons, or credit cards shall present such means of payment at the time of registration under the preceding paragraph.

#### (Guest Room Occupancy Hours)

Article 9 Guest rooms shall be available from 2:00 p.m. to noon of the following day. For guests who stay for more than a night, guest rooms shall be available all day long except for the day of arrival and the day of departure.

2 Notwithstanding the provisions of the preceding paragraph, the hotel may allow guests to use guest rooms beyond the time prescribed in the preceding paragraph. In this case, an extra charge shall be paid as follows:

- (1) Up to three extra hours: 30% of the room charge (up to 3:00 p.m.)
- (2) Up to six extra hours: 50% of the room charge (up to 6:00 p.m.)
- (3) Six or more extra hours: 100% of the room charge (beyond 6:00 p.m.)

#### (Observation of Usage Rules)

Article 10 While in the hotel, guests shall observe the Usage Rules established by the hotel and which are posted in the hotel.

#### (Opening Hours)

Article 11 Opening hours of the main facilities of the hotel shall be shown in the provided brochures, notices posted in various places in the hotel, the service directory available in guest rooms, and so on.

The opening hours referred to above are subject to changes under unavoidable circumstances. The hotel shall inform guests of such changes by appropriate means.

#### (Payment of Charges)

Article 12 The breakdown of accommodation charges, etc. to be paid by guests shall be as shown in Schedule 1.

2 The accommodation charges, etc. referred to in the preceding paragraph shall be paid at the reception desk at the time of departure or when requested by the hotel in cash or by any means alternative to cash such as traveler's checks, accommodation coupons, credit cards, etc. approved by the hotel.

3 Accommodation charges shall be paid even if the guest, at his/her option, does not use the guest room for accommodation after it is made available to the guest by the hotel.

#### (Liability of the Hotel)

Article 13 In the event that a guest suffers damage as a result of performance or non-performance of the accommodation contract or related agreements by the hotel, the hotel shall compensate the guest for the damage; this is provided, however, that this shall not apply to damage caused by reasons not attributable to the hotel.

2 The hotel maintains a hotel liability insurance policy against fire and other damage.

#### (When Unable to Provide a Contracted Guest Room)

Article 14 In the event that the hotel is unable to provide a guest with the contracted guest room, the hotel shall, with the consent of the guest, arrange accommodation for the guest at another accommodation facility of the same level as far as possible.

2 In the event that the hotel is unable to arrange accommodation at another accommodation facility notwithstanding the provisions of the preceding paragraph, the hotel shall pay the guest the amount equivalent to the cancellation charge, which shall be applied to the compensation for damage; this is provided, however, that the hotel shall not pay compensation to the guest in cases where the hotel is unable to arrange accommodation due to reasons not attributable to the hotel.

#### (Handling of Deposited Goods)

Article 15 The hotel shall compensate a guest for loss, destruction, or other damage to the goods, cash, or valuables checked in at the reception desk by guests except for damage caused by reasons beyond its control.

2 The hotel shall not compensate a guest for loss, destruction, or other damage to food, cash, or valuables that the guest did not check in at the reception desk except for damage caused by an intentional act or negligence of the hotel.

#### (Custody of Baggage and Belongings of Guests)

Article 16 In the event that the baggage of a guest is brought into the hotel before the arrival of the guest, the hotel shall take custody thereof in a responsible manner only in cases where the hotel has accepted such request prior to the arrival thereof and shall hand such baggage over to the guest when the guest checks in the hotel at the reception desk.

2 In the event that the baggage or any property of a guest is found left in the hotel after the guest has checked out, the hotel shall contact the owner of the article left behind, if identified, and ask for instructions. If no instruction is given by the owner or the owner is not identified, the hotel shall take the article left behind to the nearby police station after keeping it in its custody for seven days including the day it is found.

3 With respect to the liability of the hotel for the custody of baggage or property of the guest in the cases described in the preceding two paragraphs, the provisions of Paragraph 1 and Paragraph 2 of the preceding article shall apply to the cases described in Paragraph 1 and Paragraph 2 of this article, respectively, with necessary modifications.

#### (Liability Related to Parking)

Article 17 The hotel assumes no responsibility for the care of vehicles of guests that are parked in the parking lot of the hotel, whether the key of the vehicle is left with the hotel or not, as the hotel only rents the space for parking; this is provided, however, that the hotel shall be liable to compensate the guest for damage to the vehicle of the guest caused by an intentional act or negligence of the hotel in the management of the parking lot.

#### (Liability of Guests)

Article 18 In the event that the hotel suffers damage as a result of an intentional act or negligence of a guest, the guest shall compensate the hotel for the damage.

Schedule 1: Breakdown of Accommodation Charges, etc. (pertinent to Article 2, Paragraph 1 and Article 12, Paragraph 1)

		Breakdown
Total Amount to be Paid by the Guest	Accommodation Charges	(1) Basic Accommodation Charge [Room Charge (or Room Charge and Breakfast)] (2) Service Charge 10%
	Extra Charges	(1) Meals & Drinks [or extra drinks (meals & drinks other than breakfast)] and Other Expenses (2) Service Charge 10%
	Taxes	a. Consumption Tax b. Accommodation Tax (when the accommodation charges per person per night are 10,000 yen or more)

#### Remarks

1. The basic accommodation charge shall be as shown on the list of charges posted at the reception desk.
2. Taxes are subject to revised regulations if the tax laws are revised.

Schedule 2: Cancellation Charge (pertinent to Article 6, Paragraph 2)

Day of Notification of Cancellation		No show	Day of arrival	1 day before	9 days before	20 days before
Number of Guests						
Individuals	14	100%	80%	20%		
Groups	15 - 99	100%	80%	20%	10%	
	100 or more	100%	100%	80%	20%	10%

#### Note

1. The percentage is the ratio of the cancellation charge to the basic accommodation charge.
2. If the number of days of contracted accommodation is reduced, the cancellation charge for a day (the first day) shall be paid regardless of the number of days reduced.
3. If the accommodation contract is cancelled for a part of a group booking (15 persons or more), the cancellation charge shall not be charged for the number of persons equivalent to 10% of the number of persons booked as of 10 days prior to arrival (or, in cases where the booking is accepted less than 10 days prior to arrival, the day of acceptance) (fractions shall be rounded up).