

TERMS AND CONDITIONS FOR ACCOMMODATION CONTRACTS

Scope of Application

- Article 1. Contracts 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 (hereinafter referred to as "T&C"). Any particulars not provided for herein shall be governed by laws and regulations and/or generally accepted practices.
2. In case the Hotel has entered into a special contract with the Guests 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 T&C.

Application for Accommodation Contracts

- Article 2. A Guest who intends to make an application for an Accommodation Contract with 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) Accommodation Charges (based, in principle, on the Basic Accommodation Charges listed in the Attached Table No. 1);
 - (4) Other particulars deemed necessary by the Hotel.
2. In case the Guest requests, during his/her stay, extension of the accommodation beyond the date in Item (2) of the preceding Paragraph, it shall be regarded as an application for a new Accommodation Contract at the time such a request is made.

Conclusion of Accommodation Contracts, etc.

- Article 3. Guests are required to agree to these T&C as well as the respective Usage Terms when seeking accommodation at the Hotel.
2. In case a Guest is a minor (under 18 years of age), and the Hotel deems it necessary, the Guest must submit a letter of consent with the approval from the guardian or other legal representative when seeking accommodation at the Hotel;
 3. 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 Article shall not be applied when it has been proved that the Hotel has not accepted the application;
 4. When a Contract for Accommodation has been concluded in accordance with the provision of the preceding Paragraph, the Guest is required 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 (3 days when the period of stay exceeds 3 days) by the date specified by the Hotel;
 5. The deposit shall be first used for the Total Accommodation Charges to be paid by the Guests, then secondly for the cancellation charges under Article 6 and thirdly for the reparations under Article 19 as applicable, and the remainder, if any, shall be refunded at the time of the payment of the Accommodation Charges as stated in Article 13;
 6. When the Guest has failed to pay the deposit by the date stipulated in Paragraph 4 of Article 3, the Hotel shall consider the Accommodation Contract as invalid. However, the same paragraph shall be applied only in case 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. Notwithstanding the provisions of Paragraph 4 of the preceding Article, the Hotel may enter into a special contract not requiring the accommodation deposit after the Contract has been concluded as stipulated in the same Paragraph.
2. In case the Hotel has not required the payment of the deposit as stipulated in Paragraph 4 of the preceding Article 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 considered that the Hotel has accepted a special contract prescribed in the preceding Paragraph.

Refusal of Accommodation Contracts

Article 5. The Hotel may not accept the conclusion of an Accommodation Contract under any of the following reasons:

- (1) When the application for accommodation does not conform with the provisions of these T&C;
- (2) When the Hotel fully booked and no rooms are available;
- (3) When the person seeking accommodation is a patient or a person with symptoms, etc. (as defined in Article 4-2, Paragraph 1, Item 2 of the Hotel Business Act, hereinafter the same definition) of a specific infectious disease (hereinafter referred to as "Specific Infectious Disease") as defined in Article 2, Paragraph 6 of the Hotel Business Act (Act No.138, 1948 including subsequent revisions);
- (4) When the Hotel is unable to provide accommodation due to natural calamities, dysfunction of the facilities and/or any other unavoidable causes;
- (5) When the Guest seeking accommodation is deemed liable to conduct him/herself in a manner that will contravene the laws or act against the public order or good morals in regard to his/her accommodation;
- (6) When there is a recognized risk of Customer Harassment Behavior (as defined in the Attached Table 2) caused by the person seeking accommodation;
- (7) When the Guest seeking accommodation acts violently, makes threats, intimidates, makes violent demands, or makes any other coercive or unreasonable demand or action;
- (8) When the Guest seeking accommodation acts disruptively or dangerously, causing distress to other Guests, or behaves in any other way which may cause trouble for the facility or other Guests;
- (9) When the person who intends to lodge is recognized to fall under A-C below;
 - A. An Organized Crime Group as defined in the Act on Prevention of Unjust Acts by Organized Crime Groups (Act No. 77 of 1991) Article 2, Item 2, an Organized Crime Group Member as defined in Article 2 Item 6 of the said act, a quasi-member of an Organized Crime Group, an individual associated with an Organized Crime Group, and/or any other anti-social forces;
 - B. A corporation or an organization engaged in business activities which are controlled by an Organized Crime Group or an Organized Crime Group Member;
 - C. A corporation in which any officers are Organized Crime Group Members;
- (10) When it is recognized that the lodging Guest is heavily drunken or in a similar state and threatens to cause a serious nuisance to other Guests, etc.; (Hyogo prefecture ordinance to enforce the Hotel Business Act, Article 10)
- (11) When the Guest otherwise fails to abide by the Usage Terms established by the Hotel.

Right to Cancel Accommodation Contracts by the Guest

Article 6. The Guest is entitled to cancel the Accommodation Contract by notifying the Hotel.

2. In case the Guest has cancelled the Accommodation Contract in whole or in part due to causes for which the Guest is liable (except when the Hotel has requested the payment of the deposit during the specified period as prescribed in Paragraph 4 of Article 3 and the Guest has cancelled before the payment), the Guest shall pay cancellation charges as listed in the Attached Table No. 3. However, in case a special contract as prescribed in Paragraph 1 of Article 4 has been concluded, the same shall apply only when the Guest is informed of the obligation of the payment of the cancellation charges in case of cancellation by the Guest.
3. In case the Guest does not appear by 8 p.m. on the accommodation date (or 2 hours after the expected time of arrival if the Hotel is notified of such) without advance notice, the Hotel may regard the Accommodation Contract as being cancelled by the Guest.

Right to Cancel Accommodation Contracts by the Hotel

Article 7. The Hotel may cancel the Accommodation Contract under any of the following cases. Furthermore, the Hotel assumes no responsibility for damages incurred from a cancellation of the Accommodation Contract conducted in accordance with this Article;

- (1) When the guest is a patient, etc. with a Specific Infectious Disease.
 - (2) When the Hotel is unable to provide accommodation due to natural calamities, dysfunction of the facilities and/or other unavoidable causes;
 - (3) When it is recognized that the lodging guest threatens to engage in or has engaged in acts against the provisions of laws and regulations, public order or social customs during his/her stay;
 - (4) When a Guest is deemed to pose a risk of Customer Harassment Behavior (Attached Table No. 2) during his/her stay;
 - (5) When the Guest acts violently, makes threats, intimidates, makes violent demands, or makes any other coercive or unreasonable demand or action;
 - (6) When the Guest acts disruptively or dangerously, causing distress to other Guests, or behaves in any other way which may cause trouble for the facility or other Guests;
 - (7) When the guest is deemed to fall under A-C below;
 - A. An Organized Crime Group, an Organized Crime Group Member, a quasi-member of an Organized Crime Group, an individual associated with an Organized Crime Group, and/or any other anti-social forces;
 - B. A corporation or an organization engaged in business activities which are controlled by an Organized Crime Group or an Organized Crime Group Member;
 - C. A corporation in which any officers are Organized Crime Group Members;
 - (8) When it is recognized that the lodging Guest is heavily drunken or in a similar state and threatens to cause a serious nuisance to other Guests, etc. ;
(Hyogo prefecture ordinance to enforce the Hotel Business Act, Article 10)
 - (9) When it is discovered that a minor guest (under 18 years of age), falsely claimed to have obtained the consent from the guardian or other legal representative, or falsely claimed to be of legal age;
 - (10) When the Guest otherwise fails to abide by the Usage Terms established by the Hotel.
2. In case the Hotel has cancelled the Accommodation Contract in accordance with the preceding Paragraph, the Hotel shall not be entitled to charge the Guest for any services which he/she did not receive during the contractual period.

Registration

Article 8. The guest shall register the following particulars with the Front Desk clerk of the Hotel on the day of accommodation;

- (1) Name, address and contact information of the Guest(s);
 - (2) In case of a non-Japanese Guest without a domestic address in Japan, his/her nationality and passport number;
 - (3) Other particulars deemed necessary by the Hotel.
2. In case the Guest intends to pay his/her Accommodation Charges prescribed in Article 13 by any means other than Japanese currency, such as traveler's checks, vouchers, credit cards or electronic money, etc., the Guest must present the said credential in advance at the time of Registration prescribed in the preceding Paragraph, and confirm whether or not the form of payment can be accepted for payment by the Hotel.

Accommodation capacity

Article 9. The maximum occupancy limit for Guestrooms is 4 persons. If an adult Guest intends to sleep or occupy a bed together with a child Guest, such a case is limited to one child per bed and the child must be under 13 years of age.

Occupancy Hours of Guestrooms

Article 10. The Guest is entitled to occupy the contracted guestroom of the Hotel from 3 p.m. to 11 a.m. to the next day. However, in the case the guestroom is contracted continuously, the Guest may occupy it all day long, 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 the room beyond the time prescribed in the same Paragraph. In this case, extra charges shall be paid as follows:
 - (1) Single Type: Additional charge of 1,000 yen for every exceeding hour
 - (2) Twin/Double Type: Additional charge of 2,000 yen for every exceeding hour
 - (3) Deluxe Type: Additional charge of 3,000 yen for every exceeding hour
 - (4) Suite Type: Additional charge of 5,000 yen for every exceeding hour(Check-out after 6:00 PM incurs an additional charge of one night's stay.)

Observance of Usage Terms

Article 11. The Guest shall observe the Usage Terms established by the Hotel, which are posted within the premises of the Hotel.

Business Hours

Article 12. The business hours of the Front Desk, etc. of the Hotel are as follows, and those of other facilities, etc. shall be specified in detail by brochures as provided, the Hotel's official website, notices posted in various places, service directories in guestrooms and in other ways deemed suitable by the Hotel:

Service hours of Front Desk, Cashier's desk etc.:

- (1) Closing time: None;
 - (2) Front Desk: 24-hour service
 - (3) Cashier's Desk: 24-hour service
2. The business hours specified in the preceding Paragraph are subject to temporary changes due to unavoidable causes on the part of the Hotel. In such a case, the Guest shall be informed by appropriate means.
 - (1) ALL DAY DINING "Serena"
Breakfast: Weekdays 6:30 AM - 9:30 AM /Weekends & Holidays 6:30 AM - 10:00 AM
Lunch: 11:30 AM - 2:30 PM (Last Order 2:00 PM)
Dinner: 5:30 PM - 9:00 PM (Last Order 8:30 PM)
 - (2) Chinese Restaurant "Toh-Lee"
Lunch: 11:30 AM - 2:30 PM (Last Order 2:00 PM)
Dinner: 5:30 PM - 9:30 PM (Last Order 9:00 PM)
 - (3) Teppan Grill Restaurant "Icho"
Lunch: 11:30 AM - 2:30 PM (Last Order 2:00 PM)
Dinner: 5:30 PM - 9:30 PM (Last Order 9:00 PM)
 - (4) Tea Lounge "Fountain"
9:00 AM - 8:00 PM / Cake Sales Hours 10:30 AM - 8:00 PM
 - (5) Bar Lounge "Vol de Nuit"
6:00 PM - 11:00 PM (Last Order 10:30 PM) / Closed on Sundays (Closed on January 1st)

Payment of Accommodation Charges

Article 13. The breakdown of the Accommodation charges, etc. that the Guest shall pay is as listed in the Attached Table No.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 checks, vouchers, credit cards, or electronic money, recognized by the Hotel at the Front Desk at the time of the arrival 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 the Guest by the Hotel and which are at his/her disposal.

Liabilities of the Hotel

Article 14. The Hotel shall compensate the Guest for the damage if the Hotel has caused such damage to the Guest in the fulfillment or the non-fulfillment of the Accommodation Contract and/or related agreement. However, the same shall not apply in cases when such damage has been caused due to reasons for which the Hotel is not liable.

2. The Hotel is covered by Hotel Liability Insurance in order to deal with unexpected fire and/or other incidents/accidents.

Handling when unable to provide Contracted Rooms

Article 15. The Hotel shall, when unable to provide contracted rooms, arrange accommodation of the same standard elsewhere for the Guest insofar as practicable with the 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.

Handling of Deposited Articles

Article 16. In case the articles, cash and/or valuables deposited by the Guest at the Front Desk have been lost or damaged, the 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, the Hotel shall do so only when the Guest has clearly reported the kind and value of such cash and valuables at the Hotel's request. Otherwise, the Hotel shall compensate for the damage up to the maximum amount of 150,000 yen.

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

Custody of Baggage and/or Belongings of the Guest

Article 17. When the baggage of the Guest is brought into the Hotel before his/her arrival, the Hotel shall be liable to keep it only in case 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/her check-in.

2. In case the baggage or belongings of the Guest are found left behind after his/her check-out, and the ownership of the article is identified, the Hotel shall inform the owner of the article left, and ask for further instructions.

In case no instruction is given to the Hotel by the owner or when the ownership cannot be identified, the Hotel shall keep the article for 7 days including the day it is found, and after this period the Hotel shall turn the article over to 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 the 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 15 in the case of Paragraph 2.

Liability in Regard to Parking

Article 18. The Hotel shall not be liable for the custody of the vehicle of the Guest when the Guest utilizes the parking lot within the premises of the Hotel, as the Hotel solely offers the space for parking, whether the key to the vehicle has been deposited with the Hotel or not. However, the Hotel shall compensate the Guest for the damage caused through intention or negligence on the part of the Hotel in regard to the management of the parking lot.

Liability of the Guest

Article 19. The Guest shall compensate the Hotel for the damage caused through intention or negligence on the part of the Guest.

Amendment of Terms and Conditions and Usage Terms

Article 20. The Hotel may amend these Terms and Conditions and Usage Terms (hereinafter referred to T&C, etc.) at its discretion in the following cases, and Guests shall be deemed to have accepted these changes without objection:

- (1) When the changes are in the general interest of Guests;
 - (2) When the changes in T&C, etc. do not contradict the purpose of the contract and are reasonable in light of the necessity for change, the appropriateness of the content after the change, and other relevant circumstances.
2. When the Hotel changes the T&C, etc. based on the previous Paragraph, the Hotel will announce the fact that the T&C, etc. shall be amended, the contents of such changes, and their effective date on the Hotel's official website at least one month prior to the effective date.
3. When a Guest uses the Hotel's services after the effective date of the amended T&C, etc. the Guest is regarded to have agreed to the changes in the T&C, etc.

Disclaimer

Article 21. Guests may utilize the Hotel's internet connection service on their own responsibility. The Hotel is not liable whatsoever for any damages caused as the result of any interruption that may occur due to system malfunction or any other reason during the use of the internet services. Furthermore, in case usage of the internet services by a Guest is judged inappropriate by the Hotel and has resulted in damage to the Hotel or other third parties, the Guest shall be liable for compensation of such damages.

Governing Language and Law

Article 22. These Provisions are written both in Japanese and in English. In the event of any inconsistency or difference between the two versions of these Provisions, the Japanese version shall prevail in all respects.

2. Any dispute arising from/or in relation to these Provisions shall be referred to the Japanese court having jurisdiction over the location of the Hotel and resolved in accordance with applicable Japanese laws.

Attached Table No. 1: Breakdown of the Accommodation charges, etc.

(Related to Article 2, Paragraph 1 and Article 13, Paragraph 1)

Total amount to be paid by the Guest	Accommodation Charges	Contents
		(1) Basic Accommodation Charges (Room Charge) (2) Service Charge ((1)×10%)
	Extra Charges	(3) Meals and Drinks (4) Service Charge ((3)×10%) (5) Other expenses.
		Taxes

Remarks on Table No.1

1. Other expenses under (5) include telephone and laundry charges, extra bed etc.

Attached Table No. 2 Customer Harassment Behavior (Related to Article 5, Paragraph 6 and Article 7, Paragraph 4)

Repeated requests by a guest to the Hotel that include difficult demands for a reduction in accommodation fees or other matters that are not easily achievable (except when seeking the removal of barriers based on the Act on Promotion of Elimination of Discrimination against People with Disabilities, Article 2, Paragraph 2), or requests involving rude or violent language or behavior and other acts that impose a mental/physical burden on the Hotel employees (except for deeds caused by the operator's unfair and/or discriminatory treatment as defined in Act 8, Paragraph 1 of the Act on Promotion of Elimination of Discrimination against People with Disabilities, or with similar valid reasons) and require more than the usual service efforts (such as those listed below) of the Hotel, shall be deemed to be Customer Harassment Behavior:

- Physical attack (assault, injury, etc.) or mental attack (threats, abusive language, slander, etc.);
- Demand for the Hotel employee to get down on his/her hands and knees, and bow down to the ground;
- Restrictive acts exceeding a certain length of time, such as sit-in or confinement (including unreasonably long phone calls);
- Accusing employees in a loud voice, or using abusive language, etc.;
- Refusal to pay cancellation fees based on unreasonable reasons, excessive demands for refunds, for replacement of merchandise and/or for monetary compensation, etc. (including inappropriate requests for excessive services beyond the reasonable range compared to other guests, and repeated unreasonable demands for discounts on accommodation fees);
- Behavior demanding the Hotel to take responsibility, including repetitive questioning and/or demands for apologies, and/or claims, etc. using methods lacking social relevance;
- Excessive demands or complaints about matters that cannot be accommodated due to operational rules or systems;
- Threats of disclosure on social media or to the mass media (including the public release of employees' names);
- Any behavior that constitutes stalking of an employee.

Attached Table No. 3: Cancellation Policy and Charges (Related to Article 6, Paragraph 2)

	Individual	Group			
	1 to 9 Guests	10 to 29 Guests	30 to 59 Guests	60 to 99 Guests	100 Guests and more
No Show	100%	100%	100%	100%	100%
Accommodation Day	80%	100%	100%	100%	100%
1 Day Prior to Accommodation Day	50%	100%	100%	100%	100%
3 Days Prior to Accommodation Day	30%	50%	80%	100%	100%
7 Days Prior to Accommodation Day	20%	30%	50%	50%	80%
10 Days Prior to Accommodation Day	10%	20%	30%	30%	50%
14 Days Prior to Accommodation Day	-	10%	20%	20%	30%
30 Days Prior to Accommodation Day	-	-	10%	10%	20%
50 Days Prior to Accommodation Day	-	-	-	-	10%

Remarks on Table No.3

1. The percentages signify the rate of cancellation charge of the Basic Accommodation Charges (room charges) (Guests).
2. When the number of days contracted is shortened, the cancellation charge for the first day of the cancelled period shall be paid by the Guest regardless of the number of days shortened.
3. When part of a group booking for 10 Guests or more is cancelled, the cancellation charges shall not be charged for the number of persons equivalent to 10% of the number of Guests booked as of 10 days prior to the occupancy. When the cancellation is accepted less than 10 days prior to the occupancy, the date of acceptance shall apply, and any fractions shall be rounded up to the nearest whole number.
4. However, in case a specific penalty agreement in case of breach of contract was closed separately, such an agreement shall take precedence over the amount defined in this table.

Last revision: March 1, 2024

HOUSE RULES

Welcome to Hotel Nikko Himeji. We hope that you will enjoy your stay and be able to make full use of our facilities. Hotel Guests are kindly requested to observe the rules, outlined in Article 11 of the Accommodation Contract, so that their stay will be both comfortable and safe. If guests do not observe these rules, the Hotel will be obliged to cancel their accommodations and the related contract as specified in Article 7.

1. Fire Prevention Regulations

(1) *You are requested to refrain entirely from smoking in bed or in any other place within the Hotel where fire may occur.*

Please note that smoking in our Hotel is limited to designated smoking areas only and strictly enforced.

Smoking in guest floor corridors or any other public space is strictly prohibited and against local law.

(2) *Please do not use any personal appliances for heating, cooking in the guest room.*

(3) *Please review the information on evacuation routes that is posted on the inside of your room door, and confirm the location of the emergency exits on your floor.*

2. Safety Regulations

(1) *Please make sure the door is properly locked when you leave the room.*

Also, make sure to lock and use the door latch when you are in the room.

Before opening the door, please look through the peephole or open the door only slightly without removing the door latch.

(2) *Please do not invite visitors to your guest room.*

(3) *The Hotel may refuse to accommodate under-age guests, unless prior agreement has been made with a guardian.*

3. Regarding Valuables and Unclaimed Articles

(1) *The Hotel reserves the right to dispose of all articles left behind, lost or unclaimed, in accordance with Government Law.*

(2) *Cash, precious metals, and other valuables should be stored in the safe installed in guest rooms (13th & 14th Floor) or safe deposit boxes available at the front desk. (Free of charge)*

We cannot assume responsibility for loss or theft of articles that are not deposited with us.

4. Payment

(1) *The Hotel will not make payment on behalf of guests for expenses such as train tickets, postage, packing charges or shopping in the Hotel.*

(2) *The Hotel asks for payment from guests upon check-in.*

(3) *Please show your room key or lodging certificate card to the cashier when you sign bills or checks at the Hotel's restaurants and bars.*

(4) *A facility charge will be added when room telephones are used for outside calls.*

(5) *Should you wish to change your period of stay, please notify the front clerk in advance. Please pay for all charges equivalent to your stay period up to the time when you extend your stay.*

(6) *The Hotel may ask for immediate payment when bills due exceed an amount set by the Management.*

(7) *Please settle payments in cash, travelers checks, credit cards, electric money or coupons which are acceptable to the Management.*

The Hotel will not accept company or personal checks.

(8) *A 10 % service charge and taxes at the rate prescribed by applicable laws shall be added to your bills.*

You are cordially requested not to give tips to the hotel employees.

5. Forbidden Activities

(1) *Please do not bring the following into the Hotel;*

(a) *Pets and other animals in general;*

As exception of above regulation, guests may accompany guide dogs, hearing dogs and service dogs stipulated in the Laws concerning *Assistant Dogs for the Physically Impaired;*

(b) *Malodorous articles;*

(c) *Excessively large quantity of personal goods;*

(d) *Explosive, volatile or flammable materials;*

(e) *Unlicensed firearms or swords;*

(f) *Other items which articles prohibited by law.*

(2) *Please refrain from engaging in gambling, behaving in an indecorous manner or committing acts likely to cause annoyance to other guests of the Hotel.*

(3) *Please refrain from shouting and loud singing in the Hotel.*

(4) *The furnishings or equipment inside your room may not be moved to other locations in the building or taken out of the Hotel without permission.*

(5) *If Hotel belongings are damaged or lost by the guest due to his/her own negligence, the Hotel may ask for compensation.*

(6) *Please refrain from using the Hotel for purposes other than lodging, dining and drinking without the consent of the Management.*

(7) *Please do not enter restricted areas of the Hotel.*

(8) *Please refrain from bringing food or drinks into the Hotel, or ordering delivery of food or drinks into the hotel from outside without the consent of the Management.*

(9) *Please do not distribute or post advertising bills, or sell goods in the Hotels public area.*

(10) *Please do not leave any personal belongings in the hallway or lobby.*

(11) *Please refrain from putting any articles in or near windows which could detract from the external appearance of the Hotel.*

(12) *Using photographs taken in the Hotel for commercial or public purposes is illegal, and those who do so will be subject to prosecution.*

(13) *A sleepwear and slippers have been provided for your use in your guest room. Please refrain from leaving your room dressed in sleepwear (pajamas) and slippers or similar attire.*

(14) *Smoking is not allowed in a non-smoking room.*

In the case of smoking in a non-smoking room, the Hotel will result in charges to the occupying guest for special cleaning, as well as the room charge during a period of temporary suspension due to special cleaning.

PROVISIONS FOR SAFE DEPOSIT BOX USE

1. Period of Custody and fee

- (1) The period during which the safe deposit box may be used shall be limited to the period during which the user stays or user of facility as a guest in the Hotel.
- (2) There shall be no charge for use of the safe deposit box.

2. Opening and Closing of the Safe Deposit Box

- (1) The safe deposit box shall be opened and closed only by the person who has subscribed signature the certificate for utilization of the safe deposit box. (hereafter called Certificate)
- (2) The person who desires to open the safe deposit box shall sign the temporary drawing or receiving column in the certificate and shall submit to the clerk of the Hotel the certificate, the safe deposit box key.

3. Custody of Keys

- (1) The user shall retain custody of the safe deposit box key and the certificate during the period of use.
- (2) Upon completion of his use of the safe deposit box, the user shall return the safe deposit box key to the Hotel.

4. Lost Keys

- (1) If the user loses the safe deposit box key, he shall be required to compensate the cost of the replacement of the lock or the key.
- (2) If the user desires to open the safe deposit box after he has lost the key, the user's signature shall be verified and the user shall be requested to submit identification. Further, a guarantor may be required whenever necessary.
- (3) The Hotel shall not be liable for any damages caused by a third party's use of a lost key.

5. Verification of Signature

Provided that the Hotel identifies the user exercising all reasonable due care by confirming the signature of the user contained in the certificate and by confirmation of the submission of the certificate, the safe deposit box key, and after having confirmed the user's identity opens the safe deposit box and otherwise performs appropriately.

The Hotel shall not be liable with respect to any damage due to the forgery and/or counterfeiting of any signature, and/or the theft or misuse of the safe deposit box key.

6. Liability for Damage

- (1) In the event of any damage e.g. the loss, destruction or deterioration of the contents of the safe deposit box by reason of catastrophes, disorders and other causes commonly defined as force majeure or due to causes for which the Hotel is not responsible, the Hotel shall have no responsibility arising there from.
- (2) The user shall have the duty to compensate the Hotel and/or any third parties for any damage if such damage is due to the destruction or deterioration of the contents of the safe deposit box or any other reasons for which said user is responsible.

7. Receiving the Contents of the Safe Deposit Box

- (1) Upon the expiration of the period of use, the user shall receive the contents of the safe deposit box.
- (2) Should one of the following occur, the Hotel may require the user to receive the contents of the safe deposit box or to transfer them to another safe deposit box even during the original period of use;
 - (a) When there is harm, or in the judgment of the risk thereof, to the Hotel and/or to third parties, due to the deterioration of the contents of the safe deposit box or any other cause for which the user is responsible;
 - (b) When it becomes impossible, either wholly or in part, to make use of the safe deposit box by reason of the repair or removal of the safe deposit box or any other cause for which the Hotel is not responsible.

8. Disposition of the Contents of the Safe Deposit Box

- (1) If the user does not receive the contents of the safe deposit box within one week of the expiration of the period of use, this Hotel may open the safe deposit box and may then manage said contents or dispose of said contents by the method and at the time and price which is generally deemed appropriate, or if said disposition is difficult, this Hotel may discard said contents. In opening the safe deposit box, this Hotel may require the attendance of a Notary Public.
- (2) The cost of the disposition described in the paragraph immediately above shall be borne by the user.
- (3) In the event that the cost referred to in the paragraph immediately above, actual expenses for the lost key and other costs which the user must pay, are not paid, then the proceeds of the disposition referred to in paragraph 8.1 above shall be applied to the expenses referred to herein.

9. Emergency Steps

In the event that the opening of the safe deposit box is required by law ; or that fire, abnormality of the contents or other exigent circumstances arise, then this Hotel may open the safe deposit box and may take such steps as are appropriate under the circumstances bearing no responsibility for damage arising out of the above.

10. Governing Language

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

11. Jurisdiction and Applicable Laws

Any dispute arising from or in relation to these Provisions shall be referred to the Japanese court having jurisdiction over the location of this Hotel and resolved in accordance with applicable Japanese laws.

PROVISIONS FOR ARTICLES IN CUSTODY

1. Period of Custody

- (1) The period of custody shall run from the day upon which an article is delivered into the custody of the Hotel until the designated *date of claim*.
- (2) The designated date of claim shall be within one (1) month from the day upon which the article was delivered into the custody *of the Hotel*.
- (3) If no such designation of date is made, the period of custody shall run for one (1) month beginning on the day the article was *put into custody*.

2. Claimant

The claimant of the article in custody shall be either the person who requested custody or a third person appointed as the claimant by him.

3. Confirmation of Claimant

The claimant shall submit the Claim Certificate to the clerk of the Hotel in charge of the article in custody at the time he claims the return of the article. In the event that the claimant is a third party appointed by the person who requested custody, submission of the Claim Certificate will not be necessary. However, the Hotel may require him to submit proof that he is the correct claimant. The clerk shall exercise reasonable care to confirm the identity of the person claiming the article prior to returning it. The Hotel shall thereafter have no further responsibility with respect to the article claimed.

4. Compensation for Damage

- (1) Any loss, destruction, deterioration or other damage to the article in custody which has occurred by reason of force majeure *as the term is commonly defined shall not be the responsibility of the Hotel.*
- (2) Any person using the custody service shall have a duty to compensate for any damage which the Hotel and/or any third party suffers if such damage is due to the destruction or deterioration of the article in custody or any other reasons for which the said *person is responsible.*

5. Disposition of Article in Custody

- (1) If the claimant does not claim the article in custody within one (1) week after the period of custody, the Hotel shall keep said article separately from those in normal custody and may dispose of it by the method, at the price, which is generally deemed *appropriate at that time.*
If such disposition is difficult, the Hotel may discard said article.
- (2) The cost of the disposition described in the paragraph immediately above shall be born by the person who requested custody, *provided that the proceeds of said disposition shall be off-set against the costs of disposition.*

6. Emergency Steps

- (1) *The Hotel may take emergency steps which are appropriate under the circumstances in the following events;*
 - (a) *Demand by legal authorities that the article in Custody be opened or otherwise disposed of ;*
 - (b) *Fire, abnormality in the condition of the article or other exigent circumstances.*
- (2) *In the event of the occurrence of any of the above-mentioned circumstances, the Hotel shall bear no responsibility for damage caused to the article in custody*

7. Governing Language

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

8. Jurisdiction and Applicable Laws

Any dispute arising from or in relation to these Provisions shall be referred to the Japanese court having jurisdiction over the location of the Hotel and resolved in accordance with applicable Japanese laws.

