

# General Terms & Conditions for Accommodation Contract

## Article 1 **Scope of the General Terms & Conditions**

1. Contracts for accommodation and related agreements to be entered into by the Hotel shall be subject to these General Terms and Conditions.

Any particulars not provided for in these General Terms and Conditions shall be governed by laws and regulations or customs.

2. Notwithstanding the provisions of the preceding paragraph, the Hotel may accept special agreements to the extent that they do not contravene the intent of these General Terms and Conditions, laws and customs.

## Article 2 **Application for Accommodation Contract and Declaration of Name**

1. If the Hotel accepts applications for Accommodation Contract (hereinafter, "Application for Accommodation Contract") made prior to the date of accommodation, the applicants shall submit the following particulars within a fixed period of time:

- Address, name, contact information (telephone number where they are reachable), gender, nationality and occupation of the Guest;
- Date of accommodation and estimated time of arrival;
- Name of person making the reservation; and
- Other particulars deemed necessary by the Hotel.

2. The Guest may be contacted by the Hotel before and after their stay. The Hotel shall not be liable for any inconvenience caused to the Guest due to the above.

3. If the Guest requests to extend their stay beyond the dates as stipulated above, the Hotel shall treat such request as an application for a new Accommodation Contract at the time of such request.

## Article 3 **Fixing, Etc. of Accommodation Reservation**

1. The Accommodation Contract is concluded when the Hotel has accepted the application as stipulated in the preceding Article. Provided, however, that the same shall not apply if it is proved that the Hotel did not accept the application.

2. When a Contract for Accommodation has been concluded in accordance with the provisions of the preceding Paragraph, the Guest is requested to pay an accommodation deposit set by the Hotel within the limits of 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.

3. Deposits shall first be appropriated to the accommodation charge to be finally paid by the Guest, and in the event that the provisions of Article 5 and 16 apply, they shall be appropriated in the order of penalty followed by compensation, and any remaining amount shall be returned at the payment of charges under Article 10.

4. If the Guest fails to pay the deposit by the date as stipulated in Paragraph 2, the Hotel shall treat the Accommodation Contract as invalid.

Provided, however, that this shall apply only when the Hotel has notified the Guest of that effect when the Hotel specify the payment date of deposits.

#### **Article 4 Refusal to Conclude Accommodation Contract**

1. The Hotel may not conclude the Accommodation Contract under any of the following circumstances:

- (1) When the application for accommodation does not conform to the provisions of these General Terms and Conditions;
- (2) When the Hotel is fully booked and there is no vacancy;
- (3) When a person seeking accommodation is deemed likely to violate laws and regulations, or disturb public order or good morals in regard to the accommodation;
- (4) When a person seeking accommodation can be clearly identified as carrying an infectious disease;
- (5) When the Guest requests the Hotel to bear more than a reasonable burden in relation to accommodation;
- (6) When the Hotel is unable to provide accommodation due to natural calamity, epidemic, malfunction of facilities or other unavoidable causes;
- (7) When a person seeking accommodation makes violent demands or other intimidating unreasonable demands or acts such as assault, threats, and extortion;
- (8) When a person seeking accommodation behaves in a manner causing inconvenience to other Guests or customers, such as making a raucous noise, as well as giving a sense of danger or anxiety;
- (9) When a person has previously committed any of the acts described in (3), (5), (7) and (8) of this article at the Hotel or other hotels;
- (10) When a person seeking accommodation is an organized crime group, a member thereof, an organization related to such a group, or a person related thereto;
- (11) When a person seeking accommodation is an officer or employee of a corporation or other organization of which an organized crime group member is an officer or controls the business activities;
- (12) When a person seeking accommodation is an antisocial group, a member thereof,

or other antisocial forces that threaten social order and safety;

(13) When the provisions of prefectural ordinances apply;

(14) When the Guest has not paid the accommodation charges, and when it is clearly recognized that the Guest does not have the ability to pay, or the Guest had problems with the Hotel in the past, such as late payment;

(15) When the Guest does not observe the Terms of Service set by the Hotel; and

(16) When a person seeking accommodation is intoxicated or otherwise likely to cause annoyance to other Guests, or behaves in a manner that will cause inconvenience to other Guests.

(Based on ordinance for enforcement of Inns and Hotels Act by the each prefecture)

### Article 5 **Right to Cancel Accommodation Contract by the Guest**

1. The Guest reserves the right to cancel the Accommodation Contract by notifying the Hotel.

2. In the event that the Guest cancels the Accommodation Contract in whole or in part (except in the case where the Hotel has requested payment of the deposit by specifying the due date pursuant to Article 3, Paragraph 2, and the Guest has cancelled the Accommodation Contract prior to such payment), the Hotel will charge the following penalties.

Cancellation charges	Date of Cancellation Notice received	No show	On the day	The day before	2 days prior	7 days prior	14 days prior	30 days prior	60 days prior	90 days prior
		Individual Guest	1-9 persons	100%	100%	50%	40%	-	-	-
Group	10-30 persons	100%	100%	50%	50%	50%	-	-	-	
	31-100 persons	100%	100%	80%	50%	50%	10%	-	-	
	101-300 persons	100%	100%	80%	50%	50%	15%	10%	-	
	301-	100%	100%	100%	100%	80%	80%	50%	30%	20%

1. Cancellation charges shall be calculated from the day when the notice of contract cancellation is received from the Guest. In the case of a consecutive stay, cancellation charges shall be calculated for each day of contract and the total amount shall be collected as the cancellation charges.

2. Percentage (%) indicates cancellation charges as a percentage of the basic accommodation charge (room charge) or package charge (published amount of accommodation package including breakfast, etc.)

3. Other cancellation charges that differ from the above provisions may apply to specific groups and for a specific period.

3. The Hotel may deem the Accommodation Contract to have been cancelled by the Guest if the Guest does not arrive at 8:00 p.m. on the day of the stay without notifying the Hotel

(even if the scheduled arrival time is clearly indicated in advance, the same shall apply if two (2) hours or more have passed since the scheduled arrival time).

#### **Article 6 Right to Cancel Accommodation Contract by the Hotel**

1. The Hotel may cancel the Accommodation Contract in the following cases, where the Hotel shall not be liable to compensate the Guest for any damage caused by the cancellation:

- (1) When the Guest does not comply with the Hotel's General Terms and Conditions and Terms of Service;
- (2) When the Guest is deemed likely to act or has acted in violation of the provisions of law, public order or good morals in regard to the accommodation;
- (3) When the Hotel judges that the Guest is unfit to be accommodated due to lack of decency, etc;
- (4) When the Guest fails to make payment to the Hotel or delays payment;
- (5) When the Guest has made a false application at the time of signing the Accommodation Contract;
- (6) When the Guest has a criminal record and is deemed to be unsuitable for the Hotel;
- (7) When the Guest is wanted, arrested, apprehended, prosecuted, or convicted by public authorities;
- (8) When the Guest is considered to be a member of or involved with an antisocial group, extremist group, or other similar group as designated in the "Act on the Prevention of Unjust Acts by Organized Crime Group Members";
- (9) When the Guest is a person equivalent to the preceding paragraph, or involved in a group or organization deemed by the Hotel to be a party under the preceding paragraph, that uses deception or intimidation, or any other such organization;
- (10) When the Guest is guilty of assault, injury, coercion, threats, extortion, fraud, or similar acts;
- (11) Other reasons equivalent to (4) - (10) above;
- (12) When the Guest is recognized to be infected by a contagious disease;
- (13) When the Guest requests the Hotel to bear more than a reasonable burden in relation to accommodation;
- (14) When the Hotel is unable to accommodate the Guest due to a natural disaster, epidemic, or other force majeure;
- (15) When the Guest is found to be intoxicated or otherwise likely to cause annoyance to other Guests, or behaved in a manner that causes inconvenience to other Guests;
- (16) When the Guest smokes in the guest room (excluding smoking rooms), tampers

with firefighting equipment, etc., or otherwise violates other prohibited matters (limited to those necessary for fire prevention) in the Terms of Service stipulated by the Hotel.

2. When the Hotel cancels the Accommodation Contract in accordance with the preceding paragraph, the Hotel shall not charge the Guest for any accommodation services, etc. that the Guest has not yet received.

#### **Article 7 Registration of Accommodation**

1. The Guest is required to register the following information at the Front Desk of the Hotel on the day of their stay:

(1) Guest's name, age, gender, address, contact information (telephone number where they are reachable) and occupation;

(2) For foreign nationals, presentation of passport, nationality, passport number, place of entry, date of entry;

\* In accordance with the guidance from the competent authorities, we will take a copy of your passport.

(3) Date and estimated time of departure; and

(4) Other information deemed necessary by the Hotel.

2. When the Guest intends to pay the charges as stipulated in Article 10 using a method that can be substituted for currency, such as accommodation coupons or credit cards, the Guest shall present it in advance upon the registration stipulated in the preceding paragraph.

#### **Article 8 Time Allowed for the Use of Guest Room**

1. The Guest is entitled to occupy the contracted guest room of the Hotel from 3:00 p.m. on the day of arrival to 11:00 a.m. on the day after.

However, for a stay for consecutive days, the Guest may occupy the room all day, except for the days of arrival and departure.

2. The Hotel may, notwithstanding the provisions of the preceding paragraph, permit the Guest to occupy the guest room beyond the time prescribed in the same paragraph. In this case, extra charges shall apply as separately determined.

#### **Article 9 Strict Compliance with Terms of Service**

The Guest is requested to observe the Terms of Service, etc. posted, displayed, or provided in the Hotel in accordance with these General Terms & Conditions.

#### **Article 10 Payment of Charges**

1. Accommodation charges, etc. shall be paid at the Front Desk at the Guest's arrival/departure or upon request by the Hotel in Japanese currency or by alternative means, such as credit cards or accommodation coupons accepted by the Hotel.
2. Even if the Guest does not stay at the Hotel voluntarily after the Hotel has provided the Guest with a room and it is available for use, the Hotel will charge the Guest for the accommodation.

#### **Article 11 Liability of the Hotel**

1. Liability of the Hotel for accommodation shall begin when the Guest registers at the Front Desk or enters the room, whichever comes first, and shall end when the Guest vacates the room for departure.
2. The Hotel shall compensate the Guest for any damage caused by the Hotel during the course of the performance or by non-performance of the Accommodation Contract and related agreements.

Provided, however, that this shall not apply when the cause of such damage is not attributable to the Hotel.

3. The Hotel has received "Fire Safety Certification Mark" from the fire department, and is covered by Hotel Liability Insurance in the case of unexpected fire and/or other disasters.

#### **Article 12 When the Hotel is Unable to Provide Contracted Room**

1. In the event that the Hotel is unable to provide the Guest with a contracted room, the Hotel shall, with the consent of the Guest, mediate for other accommodations under the same conditions to the extent possible.
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 reparations.

Provided, however, that no compensation fee shall be paid when there is no reason attributable to the Hotel for not being able to provide a room.

#### **Article 13 Handling of Deposited Articles**

1. The Hotel shall compensate the Guest for damages when loss, breakage or other damage is caused to goods deposited at the Front Desk by the Guest (however, no cash or valuables shall be accepted), except in cases of force majeure.
2. The Hotel shall compensate for loss, breakage or other damage caused by the

intentional or negligent act of the Hotel to any goods, cash or valuables brought into the Hotel by the Guest and not left at the Front Desk.

3. In the event that the Hotel compensates for damages in accordance with this Article, the Hotel shall compensate for damages only within the scope of the amount specified in the Hotel Liability Insurance for items for which the Guest has not declared the type and price in advance, provided, however, that this shall not apply to the cases where the Hotel has been intentionally or grossly negligent.

#### **Article 14 Custody of Baggage or Personal Belongings of the Guest**

1. If the Guest's baggage is brought into the Hotel before arrival, the Hotel shall be liable to store it only in the case where such a request has been accepted by the Hotel, and the baggage shall be handed over to the Guest at the Front Desk at the time of check-in.

2. When the Guest's baggage or belongings are found after check-out and ownership of such article is confirmed, the Hotel shall inform the owner of the article and ask for further instructions.

When no such instructions are given to the Hotel by the owner or when ownership is not confirmed, the Hotel shall retain it up to seven (7) days including the day when it is found and then report to the nearest police station.

3. Liability of the Hotel regarding the custody of the Guest's baggage and belongings in the case of the preceding 2 paragraphs shall be 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 previous paragraph.

#### **Article 15 Liability in Parking**

The Hotel shall not be liable for custody of the Guest's vehicle when the Guest utilizes the parking lot within the premises of the Hotel, as it shall be regarded that the Hotel simply offers the space for parking, whether the key of the vehicle has been deposited to the Hotel or not.

Provided, however, that the Hotel shall compensate the Guest for damage caused by intent or negligence on the part of the Hotel in managing the parking lot.

#### **Article 16 Liability of the Guest**

The Guest shall compensate the Hotel for damage caused intentionally or by negligence on the part of the Guest.

#### **Article 17 Disclaimer for the Internet Service**

The Guest shall be responsible for the use of the Internet service. The Hotel shall not be liable for any damage incurred by the Guest as a result of service interruptions due to system failures or other reasons during the use of computer communications. In addition, in the event that the Hotel or a third party incurs damage as a result of an act that the Hotel deems inappropriate for the use of computer communications, the Guest shall be required to compensate the Hotel for such damage.

**Article 18 Delinquent Charges**

In the event that the Guest defaults on any charges, penalties or other financial obligations, the Guest shall pay to the Hotel late charges at the rate of 14.6% per annum from the day after the due date until the day of full payment of the amount due.

**Article 19 Prevailing Language**

These General Terms & Conditions shall be prepared in Japanese and English; however, in the event of any discrepancy or difference between the two texts of these General Terms & Conditions, the Japanese text shall prevail in all respects. (Jurisdiction and Governing Law)

## **Terms of Service**



In order to ensure safe and comfortable use for our customers, the Hotel has established the following Terms of Service based on Article 9 of the General Terms & Conditions for the Accommodation Contract, and we would appreciate your cooperation.

In the event that these Rules are not observed, please note that the Hotel shall refuse the accommodation and the use of the Hotel's facilities, and the Guest may be required to pay for any damages incurred by the Hotel.

### **Use of the guest room**

1. Please check the evacuation route map posted on the back of the guest room entrance door.

2. Make sure to lock the door with the internal key and the door guard while the Guest is in the room and especially before going to bed.

3. When there is a knock at the door, open the door with the door guard on or check the peep hole. In addition, please do not open the door indeliberately if a suspicious person comes to the door, and contact the Front Desk.

4. Smoking is not allowed in the room or inside the building. (Except the guest rooms and hotels where smoking is allowed.)

5. Please do not use fire for heating, cooking, candles, etc. in the guest room or corridors without permission of the Hotel.

Cooking is strictly prohibited in the guest rooms. (Except for rooms with cooking facilities)

6. Do not hang clothes on the lampshade or laundry to dry.

7. Do not use the guest rooms for any purpose other than lodging, such as business activities (exhibitions, etc.), without permission of the Hotel.

8. Do not move the fixtures and fittings in the guest room without permission of the Hotel, or alter the current state of the room in any significant way, such as by adding fixtures or remodeling.

In the event that equipment is lost or damaged, the Guest may be asked to pay for the actual cost. Do not take any items or equipment of the Hotel out of the guest room.

Also, do not place anything near the window that may impair the appearance of the Hotel.

9. Do not invite visitors to the guest room and ensure you use the lobby for visits.

10. The Long-term Accommodation Contract does not give rise to any rights of lease, residence, etc. under the Act on Land and Building Leases or other laws relating to residence.

11. Only registered Guests are allowed to stay at the Hotel.
12. Unaccompanied minors shall not be accommodated without permission of their parent or guardian.
13. If the Hotel is unable to contact the Guest after the check-out time (11:00 a.m.), the Hotel staff may enter the room. In addition, if the Guest continues to use the guest room, the prescribed fee shall be charged.

#### **Handling of guestroom card key**

1. Please be sure to take the key card when leaving the guest room during the stay and check that it is locked.
2. Present the card key, a card key case or the cylinder key when using the Hotel's restaurants, bars, etc. with a signature. (Premier Haneda Airport and Village Izu-Kougen only)
3. Return the card key or the cylinder key to the Front Desk upon departure from the Hotel.

#### **About payment, etc.**

1. Please pay the accommodation charges of the Hotel at the Front Desk upon arrival or departure. Note that the Guest may be asked to settle the payment even during the stay. Please make payment each time.

For Villa Fontaine and Villa Fontaine Grand, please pay in advance at the time of check-in.

Note that the Hotel reserves the right to ask the Guest to vacate the room if the Guest does not make payment after billing by the Hotel.

2. Payment for the use of the Hotel shall be made by cash, accommodation coupons, credit cards, or other means accepted by the Hotel.

No bills or checks will be accepted.

3. Villa Fontaine Premier reserves the right to check the Guest's credit card upon arrival or to charge a deposit.

4. If a payment is to be made by someone other than the Guest, the Hotel will charge the Guest directly if the payment is not received by the specified date.

5. The Hotel shall not advance the purchases, tickets, taxi fares, postage stamps, luggage shipping, etc. on behalf of the Guest.

#### **Valuables and deposited items**

1. Please use a safe deposit box (free of charge) provided at the Front Desk to store cash,

securities, and other valuables during the stay.

Note that the Hotel may not be liable for any loss or theft of valuables (including those stored in the safe provided in the guest room) if such safe deposit box is not used.

In addition, the Hotel does not accept art works, antiques, fur or other items.

A safe deposit box is available during the stay. If the Guest departs, leaving items in the safe without notice, the Hotel may charge the Guest for the replacement of the key or storage fee.

In addition, the Hotel may not be liable for the loss of items in the safe.

2. Regardless of whether or not the person is staying at the Hotel, the Front Desk, Bell Captain Desk and Cloakroom shall not accept cash, valuables, securities, or perishable or breakable items.

In the event that cash, valuables, securities, or perishable or breakable items are lost, stolen or altered at the above locations, the Hotel may not be held liable.

3. The Hotel will only hand over items received from the Guest who has an exchange slip. The Hotel shall not be liable for any damage caused by misplacement of the exchange slip due to loss, theft, etc, regardless of the cause. Further, the Hotel shall not be liable for the loss of any item after it has been handed over.

4. Lost and found items in the Hotel will be kept by the Hotel for a certain period of time, after which they will be handled in accordance with the Lost Property Act.

Lost and found items such as food, beverages, newspapers, magazines, etc. will be disposed of on the day, while valuables and items with no discernible property value will be disposed of in compliance with or according to the Lost Property Act.

5. The storage period of the Guest's deposited items will be as follows, unless otherwise specified. After the storage period has expired, the Hotel will deem that the Guest has no intention of picking up such items.

Cloakroom: 1month

Bell Captain Desk: 1month

Deposited items for the Guest and visitors at the Front Desk (including lost and found items and laundry left in the Hotel): 1month

**In the case of an organized crime group and their members, or there is a risk of violation of public order**

1. According to the "Act on the Prevention of Unjust Acts by Organized Crime Members" (enforced on March 3, 1992), the use of the Hotel by designated organized crime groups and their members shall be prohibited.

(If this is revealed after the reservation or during the stay, the use of the Hotel shall be refused at that time.)

2. Antisocial groups and their members (such as organized crime groups, extremist groups, and their members) are not permitted to use the Hotel.

(If this is revealed after the reservation or during the stay, the use of the Hotel shall be refused at that time.)

3. In the event that violence, threats, extortion, unreasonable demands using intimidation or similar acts are found, the use of the Hotel shall be immediately refused. The same shall apply to persons previously engaged in similar acts.

4. When a person using the Hotel has difficulty in securing their own safety or causes danger, fear or anxiety to other customers due to physical or mental weakness, drugs or alcohol, the use of the Hotel shall be immediately refused.

5. In the event of any act, such as shouting, singing, making noises, or otherwise causing discomfort or inconvenience to others in the building or the guest room, or gambling or disturbing public order and good morals, the use of the Hotel shall be immediately refused. The same shall apply to any other acts similar to the above.

**Please refrain from bringing in the following items or doing any of the following acts in the Hotel that may cause inconvenience to other customers:**

1. Animals, birds and other pets (excluding assistance dogs);

(Guests can bring their pet dogs in the special room for pets in Village Izu-Kougen, Guest cannot bring pets other than dogs.)

2. Gunpowder, volatile oil, other ignitable or flammable materials, or chemicals harmful to humans;

3. Items that emit foul odors;

4. Guns, swords, stimulants, etc., the possession of which is prohibited by law;

5. Gambling, disturbing public morals, or causing discomfort to other customers;

6. Wearing pajamas/bathrobes (Premier Haneda Airport only), and slippers outside the guest room (except for when going to bathing facilities in the bathing suits and slippers provided in the room);

7. Distribution of advertising materials, sales and solicitation of goods, sales activities, etc.;

8. Taking pictures in a public space of the Hotel and using such pictures for business purposes without permission of the Hotel;

9. When using a mobile phone, talking loudly at an inappropriate place or in another manner causing discomfort or annoyance to other customers;

10. Doing damage to, losing, or defacing buildings, fixtures, or other items due to reasons other than force majeure

(the amount equivalent to the damage shall be compensated); and

11. Refusal to have the guest room cleaned during a long stay (for hygiene reasons, the guest room will be cleaned at least once every 3 days).

\* If customers do not comply with the above items despite the Hotel's warning, such customers will be asked to leave the Hotel or refused to continue accommodation.