

Terms and Conditions for Accommodation Contracts

Shiba Park Hotel

(Scope of Application)

Article 1.

1. Contracts for accommodation and related agreements to be entered into between the 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/or generally accepted practices.
2. In the case when the hotel has entered into a special contract with the guest insofar as such special contract does not violate laws and regulations and generally accepted practices, notwithstanding the preceding Paragraph, the special contract shall take precedence over the provisions of these Terms and Conditions.

(Application for Accommodation Contracts)

Article 2.

1. The guest seeking 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) Other particulars deemed necessary by the hotel.
2. In the case when the guest requests, during their stay, extension of the accommodation beyond the date in sub-paragraph (2) of the preceding Paragraph, it shall be regarded as an application for a new accommodation contract at the time such request is made.

(Conclusion of Accommodation Contrasts, etc.)

Article 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 shall not apply where it has been proved that the hotel has not accepted the application.

(Require for Cooperation in Infection Prevention Measures)

Article 4.

The hotel shall request cooperation from the guest seeking accommodation in accordance as stipulated in Article 4-2, Paragraph 1 of the Hotel Business Act (No. 138 of 1948).

(Refusal of Accommodation Contracts)

Article 5.

The following are cases where the hotel will not accept the conclusion of the accommodation contract. However, this paragraph does not mean that the hotel may refuse accommodation in cases other than those listed in Article 5 of the Hotel Business Act:

- (1) When application for accommodation is not based on this contract.
- (2) When there is no room available due to full occupancy.
- (3) When the guest seeking accommodation is considered likely to behave in violation of the provisions of the ordinance, public order or good public morals.
- (4) When the guest seeking accommodation is considered to be corresponding to the following (a) to (c).
 - (a) The law in respect to prevention, etc. against illegal actions by organized crime groups (1991 Law item 77) stipulated Article 2 Item 2 (hereinafter referred to as "organized crime groups"), members of organized crime groups stipulated by the same law Article 2 Item 6 (hereinafter referred to as "members of organized crime groups."), associate members of organized crime groups or persons related to organized crime groups, or other antisocial forces.
 - (b) When the person is a organized crime group or a corporation or other organization whose business activities are controlled by a organized crime group or a member of an organized crime group.
 - (c) A person who is a juridical person and one of its officers falls under the category of an organized crime group member.
- (5) When the guest seeking accommodation behaves extremely in a mischievous way against other guests.
- (6) When the guest seeking accommodation is clearly considered to be a patient, etc. of a specified infectious disease as stipulated in Article 4-2, Paragraph 1, Item 2 of the Hotel Business Act (hereinafter referred to as "patient, etc. of specified infectious disease").
- (7) When the guest seeking accommodation, a violent requesting act is carried out, or demanded a burden beyond the reasonable purview (Excluding cases where the person seeking accommodation requests the removal of social barriers pursuant of the provisions of Article 7, Paragraph 2 or Article 8, Paragraph 2 of the Act (Act No. 65 of 2013. Hereinafter referred to as the "Act on Elimination of Discrimination against Persons with Disabilities") on Promotion of Elimination of Discrimination on the Basis of Disability.).
- (8) When the guest seeking accommodation repeatedly makes a request to the hotel that is so burdensome that it may seriously impede the provision of accommodation services to other guests, as stipulated in Article 5-6 of the Hotel Business Act.
- (9) When the hotel is unable to provide accommodation due to natural calamities, malfunction of facilities and/or other unavoidable causes.

(Right to Cancel Accommodation Contracts by the Guest)

Article 6.

1. The guest is entitled to cancel the accommodation contract by so notifying the hotel.
2. In the case when the guest has canceled the accommodation contract in whole or in part due to causes for which the guest is liable, the guest shall pay any or all cancellation charges as listed in the attached Table No.1.

3. In the case when the guest does not appear by 12 midnight of the accommodation date (2 hours after the expected time of arrival if the hotel is notified of it) without an advance notice, the hotel may regard the accommodation contract as being canceled by the guest.

(Right to Cancel Accommodation Contracts by the Hotel)

Article 7.

The following are cases where the hotel may cancel the accommodation contract. However, this paragraph does not mean that the hotel may refuse accommodation in cases other than those listed in Article 5 of the Hotel Business Act:

(1) When the guest is considered likely to behave in violation of the provisions of the ordinance, public order or good public morals, or he/she is considered to have behaved in such a manner.

(2) When the guest is clearly considered to be corresponding to the following (a) to (c).

(a) A member of organized crime group, a quasi-constituent of a crime group, or a person related to a crime group, or any other antisocial group.

(b) When the guest is a juridical person or other organization whose business activities are controlled by a crime group or a member of a crime group.

(c) In a corporate body which has persons relevant to organized crime group or antisocial forces in its board member.

(3) When the guest in accommodation behaves extremely in a mischievous way against other guests.

(4) When the guest is clearly considered to be a patient, etc. of specified infectious disease.

(5) When having accommodation, a violent action is carried out, or demanded a burden beyond reasonable purview (except when the guest requests the removal of social barriers as provided in Article 7, Paragraph 2 or Article 8, Paragraph 2 of the Act on Elimination of Discrimination against Persons with Disabilities).

(6) When the guest seeking accommodation repeatedly makes a request to the hotel that is so burdensome that it may seriously impede the provision of accommodation services to other guests, as stipulated in Article 5-6 of the Hotel Business Act.

(7) When the hotel is unable to provide accommodation due to natural calamities, malfunction of facilities and/or other cause of force majeure.

(8) When the guest smokes in the guest room or vandalizes fire protection facilities, or does not comply with the matters prohibited by the hotel among the rules of use prescribed by the hotel.

2. In cases where the hotel has canceled the accommodation contract in accordance with the provision of the preceding Paragraph, charges for accommodation service, etc. which have not yet been offered to the guest shall not be receivable.

(Explanation of Accommodation Contract Cancellation)

Article 7-2.

In the event that the hotel cancels the accommodation contract in accordance with the preceding Article, the guest may request an explanation of the reasons for such cancellation.

(Registration)

Article 8.

1. The guest shall register the following particulars at the front desk of the hotel on the day of accommodation;

(1) Name, address and contact information of the guest(s);

(2) Except Japanese, nationality and passport number;

(3) Other particulars deemed necessary by the Hotel.

2. In the case when the guest intends to pay this accommodation charges prescribed in Article 12 by any means other than Japanese currency, such as coupons or credit cards, these credentials shall be shown in advance at the time of the registration prescribed in the preceding Paragraph.

(Occupancy Hours of Guest Rooms)

Article 9.

1. The guest is entitled to occupy the contracted guest room of the hotel from 3:00 p.m. to 11:00 p.m. of the next day. 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. 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.

(Observance of Use Regulations)

Article 10.

The guest shall observe the use regulation established by the hotel, which are posted within the premises of the hotel.

(Business Hours)

Article 11.

The business hours of facilities of the hotel are as those of other facilities shall be notified in detail by service directories in guest rooms and others.

(Payment of Accommodation Charges)

Article 12.

1. 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 coupons or credit cards recognized by the hotel at the front desk at the time of the departure of the guest or upon request by the hotel.

2. Accommodation charges shall be paid even if the guest voluntarily does not utilize the accommodation facilities provided by the hotel and are at the guest's disposal.

3. In the event that the length of the stay exceeds 4 days, the hotel asks that the guest settle the payment. Even if the length of the stay is less than 4 days, payment is required if the amount exceeds 50,000 yen and the charge is being made by the hotel.

(Liabilities of the Hotel)

Article 13.

1. 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 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 Fire Prevention Standard issued by the fire station), furthermore, the hotel is covered by the Hotel Liability Insurance in order to deal with unexpected fire and/or other disasters.

(Handling When unable to provide Contracted Rooms)

Article 14.

1. 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 can not 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 Article)

Article 15.

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 400,000 yen.
2. The hotel shall compensate the guest for the damage when loss, breakage or other damage is caused, through intention or negligence on the part of the hotel, to the goods, cash or valuable which are brought into the premises of the hotel by the guest but are not deposited at the front desk. However, for articles of which the kind and value has not been reported in advance by the guest, the hotel shall compensate the guest within the limits of 200,000 yen, unless the damage or loss resulted from the hotel' s negligence.

(Custody of Baggage and/or Belongings of the Guest)

Article 16.

1. When the baggage of the guest is brought into the hotel before his 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 check-in.
2. If the guest forgets to take a hand baggage or personal belongings with the guest after checking out of the hotel, unless there are special instructions from the owner, the hotel will keep it for 3 months from the day the hotel find it. However, the hotel shall dispose of any food ,drinks and magazines immediately.
3. Regarding safekeeping of the guests' hand baggage or personal belongings in the situation outlined in Clause 2, the hotel's responsibility shall conform to Clause 1 of the previous Article in the case outlined in Clause 1, and to Clause 2 of the previous Article in the case outlined in the previous Clause.

(Liability in regard to Parking)

Article 17.

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 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.

(Liability of the Guest)

Article 18.

The guest shall compensate the hotel for the damage caused through intention or negligence on the part of the guest.

Attached Table No.1 Cancellation Charge for Hotels
 (Ref. Paragraph 2 of Article 6)

Contracted Date When Cancellation of Contract is Notified			No Show	Accommodation Day	1 Day Prior to Accommodation Day	9 Days Prior to Accommodation Day	20 Days Prior to Accommodation Day
Number of Guests	Individual	Up to 14	100%	80%	20%	0%	0%
	Group	15 and over	100%	100%	80%	20%	10%

Remarks:

1. Percentages signify the rate of cancellation charge to the accommodation charges.
2. When the number of days contracted is shortened, cancellation charge for its first day shall be paid by the guest regardless of the number of days shortened.
3. When part of a group booking (for 15 persons or more) is canceled, the cancellation charge shall not be charged for the number of persons equivalent to 10% of the number of person booked as of 10 days prior to the occupancy (When accepted less than 10 days prior to the occupancy, as of the date) with fractions counted as a whole number.

Rules on Accommodation Utilization

Shiba Park Hotel

To maintain the standards and reliability of the hotel, the guests in this hotel are requested to observe the following rules in accordance with the "Provisions Governing Accommodation Agreements Article 10." Should one of these rules be violated by a guest his or her stay will be discontinued regardless of the previous reservation in accordance with the "Provisions Governing Accommodation Agreements Article 7."

- (1) Not to smoke in the guest room
- (2) Not to use any burner in the guest room or hall way
- (3) Not to give annoyance to other guests by making a loud noise or creating a disturbance
- (4) Not to take the following items into the guest room or hall way
 - (A) Animals and birds (except guide dogs)
 - (B) Things with offensive smells
 - (C) Items in great quantities
 - (D) Explosives such as powder, gasoline, etc.
- (5) Not to bring visitors into the guest room
- (6) Not to use the guest room or the lounge for business purposes

- (7) Not to take out any items provided in the guest room, or remove them to other places in the hotel
- (8) Not to destroy or alter any fixtures or furniture
- (9) Not to leave the belongings in the hall way or at the lounge
- (10) Not to order meals and drinks to be delivered from outside companies
- (11) Food and drinks brought in from outside the hotel may not be consumed anywhere on the hotel premises, except for in the guest rooms