

General Terms & Conditions for Accommodation Contract

Article 1. Scope of Application

1. Contracts for accommodation and related agreements to be entered into between this hotel and the guests to be accommodated shall be subject to these terms and conditions. Any particulars not provided here in shall be governed by laws and regulations and/or generally accepted practices.
2. Notwithstanding the provisions of the preceding paragraph, the special contract shall prevail in the event the hotel complies with the special contract to the extent not inconsistent with laws and customs.

Article 2. Application for Accommodation Contract

1. 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.
 - (2) Date of accommodation.
 - (3) Other particulars deemed necessary by the hotel.
2. If a guest request to extend their stay during their stay, beyond the date of accommodation, it shall be regarded as an application for a new accommodation contract at the time such request is made.
3. The guest who applied to continue staying shall submit the guest list including name, address and telephone number of the guest again when the hotel requests.

Article 3. Conclusion of Accommodation Contract, etc.

1. A contract for accommodation shall be deemed to have been concluded when the hotel has duly accepted the application as stipulated in the preceding Article. However, the same shall not apply where it has been proved that the hotel has not accepted the application.
2. The guest is requested to pay the total accommodation charge within day before your check-in date or the limits of the date specified by the hotel.
3. If the hotel sends an incorrect accommodation fee on the internet or by telephone, although that accommodation fee is based on the accommodation contract, and admitted by the hotel, it will be an error in the civil law unless the reason for such as "Limited", "Special", "Campaign". Therefore the accommodation contract will be invalidated, but we will notify you immediately.

Article 4. Refusal of Accommodation Contract

1. The hotel may not accept the conclusion of an accommodation contract under any of the following circumstances:
 - (1) When the application for accommodation does not conform with the provisions of these terms and conditions.
 - (2) When the Hotel is fully booked and there is no vacancy.
 - (3) When the guest seeking accommodation is deemed liable to conduct himself/herself in a manner that will violate laws or act against the public order or good morals in regard to his/her accommodation.
 - (4) when the guest is behaving in such a manner as to be an annoyance to

other guests.

- (5) When the guest seeking accommodation can be clearly identified as carrying an infectious disease.
- (6) When the hotel is violently threatened or unreasonably burdened by the Guest.
- (7) When the guest is obviously intoxicated and could cause annoyance to other guests or when the person is behaving in such a manner as to be an annoyance to other guests.
- (8) When the hotel is unable to provide accommodation due to disfunction of the facilities or other unavoidable causes.
- (9) When the hotel is unable to provide accommodation due to natural calamities or state of emergency.
- (10) When the guest only minors who stay without parental permission.
- (11) When the person who requesting accommodation is a member of an organized crime group which under the law of preventing unreasonable conduct by organized crime groups, or the person who is involved in crime group.
- (12) When the guest has possibilities to have or utilize guns, swords, chemicals prohibited to possess pursuant to laws such as stimulants, drugs, etc. When the guest seeking accommodation is considered likely to behave in violation of the provisions of the ordinance, public order.
- (13) When the guest is considered smoking in the hotel. (The guest will be fully charged cleaning fee.)
- (14) When the guest seeking accommodation does not immediately accept the request based on the article 2.
- (15) When any of the laws, ordinances and other regulations issued by a local government such as governments of Tokyo and other prefectures where the Hotel is located is applicable.

Article 5. Right to Cancel Accommodation Contract by the Guest

2. The guest is entitled to cancel the accommodation contract by notifying the hotel.
3. If the quest cancels all or part of the accommodation contract, will be requested to pay default fine as listed in the attached table No. 2 for the hotel.
4. If the quest did not arrive at the scheduled arrival time without contacting the hotel or staff, the hotel may cancel the accommodation contract because of the quest.

Article 6. Right to Cancel Accommodation Contract by the hotel

1. The hotel may cancel the accommodation contract under any of the following circumstances:
 - (1) When the guest is deemed liable for conduct and/or has conducted himself/herself in a manner that will violate laws or act against the public order and good morals in regard to his/her accommodation.
 - (2) When the guest can be detected as deliberately destroying the facilities of the Hotel.
 - (3) When the guest can be clearly detected as bothering neighbors of the Hotel.
 - (4) When the guest can be clearly detected as carrying an infectious disease.
 - (5) When the guest commits any illegal acts of violence, intimidation, extortion or other threatening acts to the hotel facilities or its employees, or requests the Hotel to assume unreasonable burden, or is deemed liable to have ever committed the same acts against them.
 - (6) When the guest is deemed liable to behave in a manner that will infringe upon other guests of this hotel.
 - (7) When the hotel is unable to provide accommodation due to malfunction of Hotel facilities etc.
 - (8) When the hotel is unable to provide accommodation due to natural calamities and/or other causes of force majeure.
 - (9) When the guest only minors who stay without parental permission.
When the guest who requesting accommodation is a member of an organized crime group which under the Law of Preventing Unreasonable Conduct by Organized Crime Groups, or the person who is involved in crime group.
 - (10) When the guest does not observe prohibited actions such as smoking in prohibited area, mischief to the fire-fighting facilities and other promotions of the Use Regulations stipulated by the hotel. (Restricted to particulars deemed necessary in order to avoid the causing of fires.)
 - (11) When the guest has possibilities to have or utilize guns, swords, chemicals prohibited to possess pursuant to laws such as stimulants, drugs, etc.
 - (12) When the guest seeking accommodation is considered likely to behave in violation of the provisions of the ordinance, public order.
 - (13) When the guest is considered smoking in the guest house (The Guest will be fully charged cleaning fee.)
 - (14) When the guest seeking accommodation does not immediately accept the request based on the article 2.
 - (15) When any of the laws, ordinances and other regulations issued by a local government such as governments of Tokyo and other prefectures where the Hotel is located is applicable.

2. If the Hotel has canceled the Accommodation Contract in accordance with the preceding Paragraph, the Accommodation Charges will not be refunded except for Paragraphs (4), (7) and (8) above.

Article 7. Registration

1. The Guest shall register the following particulars the front desk of the hotel on the day of accommodation:
 - (1) Name, age, sex, and address of the guest.
 - (2) Occupation of the Guest.
 - (3) Non-Japanese Guest; nationality, passport number, date of entry into Japan, and date and scheduled time of departure.
 - (4) Other particulars deemed necessary by the Hotel.

Article 8. Occupancy Hours of Guest Rooms

1. The guest is entitled to occupy the contracted guest rooms of the hotel from check in time to check out time established by the hotel. However, in the case when the guest is accommodated continuously, the guests may occupy the guest room all day, 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 quest room beyond the time prescribed in the same paragraph, in this case, extra charges shall apply as follows:
 - (1) Up to 1 hour: 10% of the room fee.
 - (2) Up to 3 hours: 30% of the room fee.
 - (3) More than 3 hours: 50% of the room fee.
3. The hotel will be able to enter the room for safety and environment, even if the guest is available for occupying the guest room all day as stated in the preceding paragraph.

Article 9. Observance of Hotel Regulations

1. The guest shall observe the hotel regulations established by the hotel. Hotel Regulations are posted within the premises of the hotel.

Article 10. Payment of the Accommodation Charge

1. The explanation of accommodation charges, etc. that the guest shall pay is as listed in the attached table No. 1.
2. The accommodation fee, etc. as stated in the preceding paragraph shall be paid by Japanese currency or credit card. Instead of this two, shall be paid at front desk at the time of the guest's departure or upon request by the hotel.
3. Accommodation fee shall be paid even if the guest voluntarily does not utilize the accommodation facilities provided for him/her by the hotel.

Article 11. Responsibilities of the Hotel

1. The hotel shall compensate the guest for damage if the hotel has caused such damage to the guest in the fulfillment or the nonfulfillment of the accommodation contract and/or related agreements. However, it does not apply if the responsibility is not attribute to the hotel.
2. The hotel is covered by the hotel liability insurance in order to deal with unexpected disasters. However, it will not be compensated probably as the situation of the responsibility is not belong to the hotel in the insurance contract.

Article 12. Handling when unable to provide Contracted Rooms

1. When the hotel is unable to provide contracted rooms, the accommodation contract will be invalidated. However, the hotel shall arrange accommodation of the same standard elsewhere for the guests insofar as practicable with the consent of the guests.
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 as listed in the attached Table No.3. However, when the situation of the responsibility is not attribute to the Hotel, the Hotel will not pay a compensation fee.

Article 13. Handling of Deposited Articles (Limited to hotels with front desks.)

1. The Hotel shall compensate the Guest for damages when loss, breakage or other damage is caused to 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 for an appraisal of the value and the guest has failed to do so, the hotel shall compensate the guest up to a maximum of an accommodation charge of one night.
2. The Hotel shall not compensate the guest for damages when loss, breakage or other damages is caused to goods, the guest did not deposit at the front desk by the guest unless these are occurred due to intentional or serious loss.

Article 14. Custody of Baggage and/or Belongings of Guests (Limited to hotels with front desks.)

1. In the event the baggage of the guest arrives at the hotel prior to the stay, such baggage shall be stored responsibly only when approved by the hotel prior to the arrival of such baggage.
2. If a guest's baggage or personal effects are left in the Hotel after the guest has checked out, the Hotel shall notify the owner and ask for his/her instructions if the owner of the baggage or personal effects is found. Provided, however, that in the event the owner does not instructor the owner is unknown, it shall be kept for seven days including the date of discovery, and then shall be delivered to the nearest police station. In addition, food, drink, and magazines shall be kept until the next day of checkout, and if no contact is received, the hotel shall dispose of them at its discretion.

3. The Hotel shall be entitled to inspect the contents of the lost baggage and personal effects at its discretion and, if necessary, return them to the lost person or dispose of them in accordance with the preceding clause in order to properly dispose of them in accordance with the nature of the contents thereof, and the hotel shall not be entitled to raise any objection.
4. The hotel shall not be liable for any loss or damage to the hotel in the case of paragraphs 1 and 2, except where the hotel is intentionally or grossly negligent, as to the storage of the baggage and personal effects of the guests.

Article 15. Custody of Baggage or Belongings at the time of using the Public Bath
(Limited to hotels with public baths.)

1. When the guest uses the public bath in the hotel, guest must deposit their valuables including cash and room key at the front desk.
2. The handling of deposited Articles at the front desk is based on the paragraph 1 in article 14.
3. The hotel shall not take the responsibility to damage which inflicted in the situation of burglar or improper usage by third party due to putting valuables in the locker or did the behavior that was not follow by the paragraph 1. However, when the responsibility is attribute to the hotel, the hotel shall compensate the guests up to a maximum of an accommodation charge of one night, unless it is intentional or gross negligence.

Article 16. Responsibility for Parking (Limited to hotels with parking lots.)

1. If you use the hotel's parking facility, this hotel will lend you the location and will not be responsible for the management of the vehicle, no matter how the vehicle's keys are deposited. However, in the management of the parking facility, we are responsible for the damage caused by intentional or negligent use of this hotel.
2. In principle, guests will be allowed to use the service from arrival to departure.
3. Car washing on the premises of parking lot is prohibited in principle.
4. The hotel shall not be responsible for any accidents or incidents in the parking lot.
5. Do not place valuables or other items in the car parked in the parking lot. The hotel shall not be responsible for theft in the parking lot.

Article 17. Liability of the Guests

1. Guests shall compensate the Hotel for damage caused through intent or negligence on part of the guests.

Article 18. Cleaning of the Guest Rooms

1. When the same guest stays more than two nights, the guest rooms are generally cleaned every day.
2. According to the law, ordinances and other regulations issued by a local government, the guest rooms are cleaned at least once in three days even though guests do not need. When the guest rooms are detected as necessary to clean, the hotel is be able to clean it.
3. The guest is not able to reject the cleaning based on the previous paragraph 1 and 2 in article 18.

Article 19. Jurisdiction and Applicable Laws

Any disputes regarding the accommodation contract between the hotel and the guest shall be resolved in the summary or district court having jurisdiction over the hotel location and in accordance with the Japanese law.

Article 20. Guideline for Kosher Hotel

This hotel is the first Kosher certified hotel in Japan. Please be sure to read the guideline and cooperate with us.

Attached Table No.1

Calculation Method for Accommodation Fee (Ref. article 10)

	Contents	
Accommodation Fee	Basic Accommodation Fee	Basic Accommodation and Service Fee
	Extra Fee	Meals, Drinks and Other Expenses
	Taxes	Consumption Tax and Bath Tax

【Remarks】

1. The Accommodation fee is subject to the list which is in Hotel or on the website and pamphlet.
2. In the situation of the guests exceed the maximum number of guests, it only allowed to the elementary students and younger.
3. In addition to the statutory tax taxes, we will request to service fee.

Attached Table No.2

Penalty Fees for the Hotel (Ref. Article 5)

Date When Cancellation of Contract Is Noticed	No show	Accommodation Day~5 Days Prior to Accommodation Day
Penalty%	100%	First Night is 100% From Second Night is 50%

【Remarks】

1. % is rate of penalty including basic accommodation charges and extra fee which is under the plan with other companies.
2. In addition, if the calculated fee in accordance with the cancellation policy set by other companies exceeds the above penalty, the calculated fee will be collected as a penalty.
3. If the day of accommodation contact is shortened, the hotel will request the penalty above attached table No.2 regardless how many days that be cancelled.

Attached Table No.3

Penalty Charges for the Hotel (Ref. article 12)

Date When Cancellation of Contract Is Noticed	Accommodation day	1 Day Prior to Accommodation day	2 Days Prior to Accommodation day
Compensation%	100%	50%	20%

【Remarks】

1. % is rate of Compensation which is basic on the accommodation fee.

◆Terms of use◆

In order to the guests' safety and the comfortable accommodation, the terms of use is made and basic on the paragraph 9 of the general term& conditions for accommodation contract.

If guests violated those terms, the accommodation contract may be canceled in accordance with article 6 general terms& conditions for accommodation Contract.

1. Terms for fire prevention
 - (1) Do not use gas for heating or cooking and candle in the Hotel and rooms, expect for the facilities in the Hotel and rooms and rented items from the Hotel.
 - (2) Do not smoke in the Hotel and rooms. (Guests will be fully charged cleaning fee when they are considered smoking in the hotel and rooms.)
 - (3) Do not do behavior which will cause fire.
2. Do not request to the accommodation which exceeds the maximum number of guests.
3. Do not do any behavior under any of the following.
 - (1) Any noisy behavior such as play musical instrument, stink any smells, and behavior that confused to third party.
 - (2) To bring the items into the Hotel under any of the following:
 - a. Animals, birds (expect for guide dog)
 - b. Doping, marijuana etc. and any drugs is prohibited by law.
 - c. Explosives, any gunpower or oil which is easy to explode and any item has bad influence to health.
 - d. Gun without permission, knives, sword and any item like this.
 - e. Items that are too heavy or too much.
 - f. Any item that smells stinking.
 - g. Trashes and any item that makes the environment of Hotel get dirty.
 - h. Items such as electronic products and cooking utensils intended for use in the Hotel.
 - i. Any item that took from the other hotel.
 - (3) The behavior which is contrary to public order and morality.

- (4) The behavior of distribute leaflet to other guests.
 - (1) Moving, processing, taking out and using the hotel's facilities for other purposes.
 - (2) Putting the personal belongings outside the rooms.
 - (3) Access to facilities which is be prohibit. (Expect for emergency situations and unavoidable cases.)
 - (4) To dye and bleach hair in unit bath, public bath and dressing room.
 - (5) Other behaviors that interfere the safety and management of environment in the hotel.
4. Do not do any behavior under any of the following.
- (1) For-profit activities and use not for purpose of accommodation.
 - (2) Meeting with a visitor in the rooms.
 - (3) To post of poster, etc. on the walls, windows, rooms, and post any items that impair the exterior appearance of hotel.
5. If guests lose the room key, will be requested to pay the full cost of key exchange.
6. Terms for using the parking lot.
- (1) The parking lot is available from the time of check-in to check-out generally.
 - (2) The car washing is generally prohibited in the parking lot.
 - (3) The Hotel will not take the responsibility of the car accident which is happen at the parking lot.
 - (4) Please do not leave the valuables and other goods in the car which is in parking lot. The Hotel does not have responsibilities of the theft.
7. The damage of the facilities in the hotel.
If the facilities in the Hotel are be damaged by the guests, will be requested to pay the cost of repair or the cost of new purchase.
8. Long-term accommodation contracts do not have the right to rent and resident.
9. This hotel is the first Kosher certified hotel in Japan. Please read the attached "Guideline for Kosher Hotel ENT TERRACE OMORI SANNO" carefully and observe it.