# 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. 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

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); and
- (4) Other particulars deemed necessary by the Hotel.
- 2. In the case when the Guest requests, during his stay, extention of the accommodation beyond the date in Subparagraph (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 Contracts, etc.)

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 when it has been proved that the Hotel has not accepted 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 fixed 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. The deposit shall be first used for the Total Accommodation Charges to be paid by the Guest, then secondly for the cancellation charges under Article 6 and thirdly for the reparations under Article 18 as applicable, and the remainder, if any, shall be refunded at the time of the payment of the Accommodation Charges as stated in Article 12.
- 4. When the Guest has failed to pay the deposit by the date as stipulated in Paragraph 2, the Hotel shall treat the Accommodation Contract as invalid. However, the same shall apply only in the case where the Guest is thus informed by the Hotel when the period of payment of the deposit is specified.

### (Special Contract's Requiring No Accommodation Deposit) Article 4

Notwithstanding the provisions of Paragraph 2 of the preceding Article, the Hotel may enter into a special contract requiring no accommodation deposit after the Contract has been concluded as stipulated in the same Paragraph.

2. In the case when the Hotel has not requested the payment of the deposit as stipulated in Paragraph 2 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 treated as that the Hotel has accepted a special contract prescribed in the preceding Paragraph.

### (Refusal of the Conclusion of the Accommodation Contract) Article 5

The following are cases where our Hotel will not accept the conclusion of the Accommodation Contract;

- (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 gang Members(1991 Low item 77) stipulated article 2 item 2 (hereinafter referred to as "gang group" .), gang member stipulated by the same law article 2 item 6(hereinafter referred to as "gang member" .), gang group semi-regular members or gang member related persons and other antisocial forces.
  - (b) When gang group or gang members are associates of corporations or other bodies to control business activities. (c) When a corporate body has related persons to gang members.
- (5) When the guest seeking accommodation behaves extremely in a mischievous way against other hotel guests.
- (6) When the Guest seeking accommodation is clearly considered to be a patient with an infectious disease.
- (7) When the guest seeking accommodation, a violent requesting act is carried out, or demanded a burden beyond the reasonable purview.
- (8) When act of God, trouble with facilities, and other unavoidable cause sprevent the Guest from staying at our Hotel.
- (9) When the provision of Article 15 of the Chiba Prefectural Ordinance concerning the enforcement of the "Ryokan" Business law are applicable.

### (Right to Cancel Accommodation Contracts by the Guest) Article 6

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

- 2. In the case when the Guest has cancelled the Accommodation Contract in whole or in part due to causes for which the Guest is liable (except in the case when the Hotel has requested the payment of the deposit during the specified period as prescribed in Paragraph 2 of Article 3 and the Guest has cancelled before the payment), the Guest shall pay cancellation charges as listed in the Attached Table No. 2. However, in the case when 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 the case when the guest does not appear by 6 p.m. 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 cancelled by the Guest.

# (The Right of Our Hotel to Cancel the Contract) Article 7

- 1 The following are cases where our Hotel may cancel the Accommodation Contract:
- (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) Gang group, gang group semi-regular member or gang member related persons and other antisocial forces.
  - (b) When a corporate body or other organization where gang groups or gang members control business activities.
  - (c) In a corporate body which has persons relevant to gang member in its board member.
- (3) When the Guest in accommodation behaves extremely in a mischievous way against other hotel guests.
- (4) When the Guest is clearly considered to be a patient with an infectious disease.
- (5) When having accommodation, a violent action is carried out, or demanded a burden beyond reasonable purview

- (6) When unavoidable causes, such as act of God, etc., prevent the Guest from staying at our Hotel
- (7) When the provisions of Article 15 of the Chiba Prefectural Ordinance concerning the enforcement of the "Ryokan" Business Law are applicable; or
- (8) When the Guest smokes in bed or vandalizes fire protection facilities, or dose not comply with the matters prohibited by our Hotel
- 2.In cases where our Hotel has cancelled the following particulars at 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.

#### (Registration)

Article 8

The Guest shall register the following particulars at the front desk of the Hotel on the day of accommodation.

- (1) Name, age, sex, address and occupation of the Guest (s);
- (2) Except Japanese, nationality, passport number, port and date of entry in Japan;
- (3) Date and estimated time of departure, location on previous night, and intended destination; and
- (4) Other particulars deemed necessary by the Hotel.
- 2. In the case when the Guest intends to pay his Accommodation Charges prescribed in Article 12 by any means other than Japanese currency, such as traveler's cheques, 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

The guest is entitled to occupy the contracted guest room of the Hotel from 3:00 PM to noon of the next day.

- 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) Up to 3 hours: one third of the room charge
- (2) Up to 6 hours: one half of the room charge
- (3) More than 6 hours: room charge in full

#### (Observance of Use Regulations)

Article 10

The Guest shall observe the Use Regulation established by the Hotel, which are posted within the premises.

#### (Business Hours)

Article 11

The business hours of the main facilities, etc., of the Hotel are as follows, and those of other facilities, etc.. shall be notified in detail by brochures as provided, notices displayed in each place, service directories in guest rooms and others.

(1) Service hours of front desk, cashier's desk and etc:

A Closing time

not applicable

B Front service

24 hours

C Exchange service 24 hours

- (2) Service hours (at facilities) for dining, drinking and etc:
  - A Breakfast

From 7:00 AM to 11:00 AM

B Lunch

From 11:30 AM to 2:00 PM

C Dinner

From 5:00 PM to 11:00 PM

(3) Service hours of auxiliary facilities:

- A Shopping arcade From 8:00 AM to 8:00 PM
- B Parking 24 hours
- 2. The business hours specified in the preceding Paragraph are subject to temporary changes due to unavoidable causes of the Hotel. In such a case, the guest shall be informed by appropriate means.

#### (Payment of Accommodation Charges)

Article 12

The breakdown and method of calculation 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 Pa-

ragraph shall be paid with Japanese currency or by any means other than Japanese currency such as traveler's cheques, 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

3. Accommodation Charges shall be paid even if the Guest voluntarily does not utilize the accommodation facilities provided for him by the Hotel and are at his disposal.

#### (Liabilities of the Hotel)

Article 13

The Hotel shall compensate the Guest for the 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, the same shall not apply in case when such damage has been caused due to reasons for which the Hotel is not liable.

2. Hotel is covered by the Hotel Liability Insurance in order to deal with unexpected fire and/or other disasters.

### (Handling When the Hotel is Unable to Provide Contracted Rooms) Article 14

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 Articles)

Article 15

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 occured 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 150,000yen. 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 valuables 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 150,000yen, except in case where loss or damage was caused intentionally or by gross negligence on the part of the Hotel.

# (Custody of Baggage and/or Belongings of the Guest) Article 16

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 his check-in.

- 2. When the baggage or belongings of the Guest is found left after his check-out, and the ownership of the article is confirmed, the Hotel shall inform the owner of the article left and ask for further instructions. When no instruction is given to the Hotel by the owner or when the ownership is not confirmed, the Hotel shall keep the article for 7 days including the day it is found, and after this period, the Hotel shall turn it 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 in the case of Paragraph 2.

#### (Liability in Regard to Parking)

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. 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

#### (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

Calculation method for Accommodation Charges, etc., for Hotels (for accommodation facilities which do not provide breakfast and dinner, or which do not provide dinner)

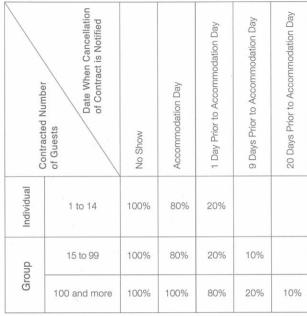
(Ref. Paragraph 1 of Article 2, Paragraph 2 of Article 3 and Paragraph 1 of Article 12)

	Contents	Tax Calculation
Total Amount paid by the Guest Charges Accommodation Charges	(1) Basic Accommodation Charge(Room Charge) (2) Service Charge ((1)×10%) (3) Tax a.Consumption Tax	a. Consumption Tax ((1)+(2))×8%
Total Amount pa Extra Charges	(4) Meals & Drinks and Other Expenses (5) Service Charge ((4)×10%) (6) Tax b.Consumption Tax	b. Consumption Tax ((4)+(5))×8%

Remarks of Attached Table No.1: Those charges are subject to change to revisions of the Tax Laws concerned.

#### Attached Table No. 2

Cancellation charge for Hotels (Ref. Paragraph 2 of Article 6)



#### Remarks of Table No. 2:

- 1. The percentage signifies the rate of cancellation charge to the Basic Accommodation Charge
- 2. When the number of days contracted is shortened, the 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 cancelled, the cancellation charge shall not be charged for the number of persons equivalent to 10% of the number of persons booked as of 10 days prior to the occupancy (when accepted less than 10 days prior to the occupancy, as of the date) with fractions counted as a whole number

### REGULATIONS

In order to maintain the generality and reliability of the Hotel Sunroute Plaza Tokyo, guests of the hotel are requested to observe the following rules in accordance with the "Provisions Governing Accommodation Agreements, Article 10".

The hotel reserves the right, in accordance with Article 7 of the Agreement, to terminate a quest's stay at the hotel in the event that any of the following rules are violated;

- 1. The use of any electrical appliances (such as hot plates, irons for heating and/or cooking), other than those provided for by the hotel, is not permitted.
- 2. Smoking in bed, or other places where fires are apt to occur, is not permitted.
- 3. The following articles may not be brought into the hotel.
  - (a) Animals, birds, etc.
  - (b) Explosive and inflammable items, such as gun powder, gasoline.
  - (c) Articles with offensive odors.
  - (d) Illegally owned guns and swords.
- 4. Creating a disturbance which annoys other guests and gambling in the hotel are not permitted.
- 5. Meeting with visitors is not permitted in guest room.
- 6. The lobby, and/or the guest rooms, are not to be used as show-rooms or as business offices.
- 7. Distributing advertising materials to other guests in the hotel is not permitted.
- 8. Ordering meals and drinks which must be delivered from outside the hotel is not permitted.

- 9. Articles and laundry left in the hotel will be kept for the period of three months after your departure if no advance notice or forwarding address has been given. After that time, the articles and laundries will be disposed of as required by Civil Law.
- 10. Rules regarding equipment and fixtures on the Premises.
  - (a) Refrain from using equipment and fixtures for purposes other than those intended.
  - (b) Please do not take equipment or fixtures out of the hotel.
  - (c) Removal or work on equipment or fixtures is prohibited.
- 11. Use of guest rooms for purposes other than lodging is not permitted.

#### NOTICE

- (1) Please settle your payment at the time of departure, or when your charge has exceeded 80,000 yen, or when you have received the weekly Bill.
- (2) Only one receipt will be prepared for each room. If two persons are staying in a room and want separate receipts, they are requested to notify the cashiers to that effect as early as possible.
- (3) If you have any question about your payment, please do not hesitate to contact the front office clerk.
- (4) You are kindly requested not to go out of your room in a night gown or with slippers on.
- (5) Please use portable phone in the lobby or courtyard, because sensor of fire alarm might be mistaken when you use it in the room or corridor.