

## **TERMS AND CONDITIONS OF ACCOMMODATION CONTRACT**

This contract is based on the Japanese version of our Terms and Conditions of Accommodation Contract.

### **Scope of Application**

#### **Article 1**

1. Accommodation Contracts and related agreements to be entered into between this Hotel and the Guest to be accommodated shall be subject to these Terms and Conditions. Any particulars not provided for herein shall be governed by laws and regulations (which refers to laws and regulations as well as matters based on laws and regulations; the same applies hereinafter) 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 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 Charge listed in the Attached TableNo.1);and
  4. Other particulars deemed necessary by the Hotel.
2. In the case when the Guest requests, during his/her stay, extension of 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.
3. In the case when the Hotel asks the Guest to submit a hotel registration form to record his/her name, address, phone number and other information, the Guest who has made an application for accommodation shall immediately submit such form even after the conclusion of an Accommodation Contract.

### **Conclusion of Accommodation Contracts**

#### **Article 3**

1. An Accommodation Contract 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 an Accommodation Contract has been concluded in accordance with the provisions of the preceding Paragraph, the Guest shall pay an accommodation deposit set by the Hotel within the limits of the Basic Accommodation Charge covering the Guest's entire period of stay (3 days when the period of stay exceeds 3 days) not later than the date specified by the Hotel.
3. The deposit shall be first used for the 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 payments of the Accommodation Charges as stated in Article 12.

4. When the Guest has failed to pay the deposit by the date specified by the Hotel 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.
5. Even in the case when an application for accommodation is made and accepted based on the incorrect Accommodation Charges offered by the Hotel through Internet websites or by phone, if such Accommodation Charges are significantly lower than those for the days around the date of accommodation, such acceptance shall be deemed to have been made by mistake under the Civil Code unless the reason why such Accommodation Charges are significantly low is given (such as a "limited" or "special" offer), and the Hotel shall treat such Accommodation Contract.

### **Special Contracts Requiring No Accommodation Deposit**

#### **Article 4**

1. 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 payment of the deposit at the time an application for the Accommodation Contract has been accepted, it shall be treated as that the Hotel has accepted a special contract prescribed in the preceding Paragraph.

### **Request for Cooperation with Infection Prevention Measures at Facilities**

#### **Article 4 – 2**

The Hotel may request cooperation from persons seeking accommodations at the Hotel in accordance with Article 4-2, Paragraph 1 of the Hotel Business Act (Act No. 138 of 1948).

### **Refusal of Accommodation Contracts**

#### **Article 5**

The Hotel may not accept the conclusion of the Accommodation Contract and it may not allow the use of hotel facilities under any of the following cases:

1. When an application for accommodation does not conform with the provisions of these Terms and Conditions;
2. When the Hotel is fully booked and no room is available;
3. When the Guest seeking accommodation is deemed likely to conduct himself/herself in a manner that will contravene laws, public order or good morals in regard to his/her accommodation;
4. When those wishing to stay are deemed to fall under any of the following (a) through (c);
  1. An organized crime group as defined by Article 2, Item 2 of the Act to Prevent Unjust Acts by Organized Crime Group Members (Act No. 77 of 1991) (hereinafter, "Criminal Gang"), members of an organized criminal group as defined by Article 2, Item 6 of said act (hereinafter, "Gang Members"), associate members or affiliates of Criminal Gangs or other such antisocial groups

2. When the business activities of a corporation or other organizations are controlled by a Criminal Gang or Gang Members
3. A corporation whose executives include anyone determined to be a Gang Member
5. When those wishing to stay have caused considerable trouble to other guests through their words or actions;
6. When the Guest seeking accommodation is a patient, etc. with a specified infectious disease prescribed in Article 4-2, Paragraph 1, Item 2 of the Hotel Business Act (hereinafter, "patient, etc. with a specified infectious disease");
7. When demands are made by violent means, or handling of unreasonable burdens is demanded in regard to a stay (excluding cases when a Guest seeking accommodation requests removal of social barriers in accordance with Article 7, Paragraph 2 or Article 8, Paragraph 2 of the Act for Eliminating Discrimination against Persons with Disabilities (Act No. 65 of 2013));
8. When a Guest seeking accommodation makes requests to the Hotel that are so burdensome that they may seriously impede the provision of accommodation-related services to other guests, exceeding what is stipulated in Article 5-6 of the enforcement regulations of the Hotel Business Act;
9. When the Hotel is unable to provide accommodation due to natural calamities, dysfunction of the facilities and/or other unavoidable causes;
10. When falling under any of the cases stipulated in prefectural Ordinances for Enforcement of the Hotel Business Act; or
11. When the Guest applies for accommodation, keeping dark about his/her intention to generate his/her own profit by reselling a booked room or act as an intermediary for fees in regard to the room.

## **Right to Cancel Accommodation Contracts by the Guest**

### **Article 6**

1. The Guest is entitled to cancel an Accommodation Contract by so notifying the Hotel.
2. In the case when the Guest has cancelled an Accommodation Contract in whole or in part due to the causes attributable to the Guest (except in the case when the Hotel has requested the payment of a 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 payment of cancellation charges in the case of cancellation by the Guest.
3. In the case when the Guest does not appear by 9 pm on the date of accommodation without an advance notice (when the two hours have passed since the expected time of arrival if the Hotel is notified of it in advance), the Hotel may regard the Accommodation Contract as being cancelled by the Guest.

## **Right to Cancel Accommodation Contracts by the Hotel**

### **Article 7**

1. The Hotel may cancel an Accommodation Contract and terms of use of hotel facilities under any

of the following cases:

1. When the Guest seeking accommodation is deemed likely to conduct, or to have conducted himself/herself in a manner that will contravene laws, public order or good morals in regard to his/her accommodation;
  2. When those wishing to stay are deemed to fall under any of the following (a) through (c);
    1. Criminal Gangs, Gang Members, associate members or affiliates of Criminal Gangs or other such antisocial groups
    2. When the business activities of a corporation or other organizations are controlled by a Criminal Gang or Gang Members
    3. A corporation whose executives include anyone determined to be a Gang Member
  3. When those wishing to stay have caused considerable trouble to other guests through their words or actions;
  4. When the Guest seeking accommodation is a patient, etc. with a specified infectious disease;
  5. When demands are made by violent means, or handling of unreasonable burdens is demanded in regard to a stay (excluding cases when a Guest requests removal of social barriers in accordance with Article 7, Paragraph 2 or Article 8, Paragraph 2 of the Act for Eliminating Discrimination against Persons with Disabilities);
  6. When a Guest makes requests to the Hotel that are so burdensome that they may seriously impede the provision of accommodation-related services to other guests, exceeding what is stipulated in Article 5-6 of the enforcement regulations of the Hotel Business Act;
  7. When the Hotel is unable to provide accommodation due to force majeure including natural calamities;
  8. When falling under any of the cases stipulated in prefectural Ordinances for Enforcement of the Hotel Business Act;
  9. When the Guest does not observe prohibited actions (only for the purpose of fire prevention), such as smoking in bed, mischief to fire-fighting facilities or other prohibitions under the Use Regulations stipulated by the Hotel; or
  10. When any violation under these Terms and Conditions is found.
2. In the case when the Hotel has cancelled an Accommodation Contract in accordance with the preceding Paragraph, the Hotel shall not be entitled to charge the Guest for any of the accommodation services, etc. which he/she has not received yet.

## **Registration of Accommodation**

### **Article 8**

1. The Guest shall register the following particulars at the front desk of the Hotel on the date of accommodation:
  1. Name, age, sex, address and contact information of the Guest;
  2. Nationality, passport number, port and date of entry in Japan in the case of a non-Japanese guest who does not have an address in Japan;
  3. Date and estimated time of departure; and
  4. Other particulars deemed necessary by the Hotel

2. In the case when the Guest intends to pay his/her Accommodation Charges prescribed in Article 12 by any alternative means other than currencies, such as coupons or credit cards, these credentials shall be shown in advance at the time of the registration prescribed in the preceding Paragraph.
3. Non-Japanese guests who do not have an address in Japan shall be asked to write their name, address, occupation, etc., as well as their nationality and passport number. In addition, they shall be asked to show their passport and for a copy to be taken of the passport. Moreover, if guests have stays at other lodging facilities before or after their stay at the Hotel, they shall be asked to provide details.

## **Occupancy Hours of Guest Rooms**

### **Article 9**

1. The Guest is entitled to occupy the contracted guest room of the Hotel from 3 to 11 pm. However, in the case when the Guest is accommodated continuously, the Guest may occupy it all day long, except for the dates 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:

<b>Name of the Hotel : NOHGA HOTEL UENO TOKYO</b>		
<b>2,500 JPY</b>	<b>10,000 JPY</b>	<b>Room charge in full</b>
Excess hours (or less)	Excess hours (or less)	Excess hours (or more)
1 hours	4 hours	Over 4 hours

## **Observance of Use Regulations**

### **Article 10**

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

## **Business Hours**

### **Article 11**

The business hours of facilities, etc. of the Hotel shall be notified by notices displayed in each place, and others.

## **Payment of Accommodation Charges**

### **Article 12**

1. The breakdown of 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 in currencies or by other alternative means acceptable to the Hotel, such as coupons or credit cards, at the front desk at the time of departure of the Guest or upon request by the Hotel.

3. Accommodation Charges shall still be paid even in the case when the Guest does not stay at the Hotel at his/her discretion after the Hotel has offered a guest room and made it available for him/her to use.

## **Liabilities of the Hotel**

### **Article 1 3**

1. The Hotel shall compensate the Guest for damage if the Hotel has caused such damage to the Guest in the course of fulfilling or non-fulfilling of an Accommodation Contract and/or related agreements. However, the same shall not apply in the case when such damage has been caused by reasons attributable to the Hotel.
2. The Hotel is covered by Hotel Liability Insurance in order to deal with unexpected fire and/or other disasters.

## **Handling When Unable to Provide Contracted Rooms**

### **Article 1 4**

1. When unable to provide a contracted guest room, the Hotel shall arrange accommodation of the same standard elsewhere for the Guest insofar as practicable with the consent of the Guest.
2. Notwithstanding the provisions of the preceding Paragraph, when unable to arrange other accommodation, the Hotel shall pay the Guest compensation money equivalent to the cancellation charge and the compensation money shall be applied to the reparations. However, when unable to provide a guest room due to causes not attributable to the Hotel, the Hotel shall not compensate the Guest.

## **Handling of Deposit Articles**

### **Article 1 5**

1. The Hotel shall compensate the Guest 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. For cash and valuables, however, when the Hotel has asked 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 100,000 yen.
2. The Hotel shall compensate the Guest 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 30,000 yen, except in the case where loss, breakage or other damage was caused intentionally or by gross negligence on the part of the Hotel.

## **Custody of Baggage and/or Belongings of the Guest**

### **Article 1 6**

1. 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 the case where such 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. If any of the guest's valuables are found after the guest has checked out, the hotel shall request instructions from the owner concerned. When no instruction is given to the Hotel by the owner or when the ownership is not confirmed, the Hotel shall dispose them in accordance with the law concerning lost property.
3. The Hotel's liability in regard to the custody of the Guest's baggage or belongings in the case of the preceding two Paragraphs shall be assumed in accordance with the provisions of Paragraph 1 of the Article 15 in the case of Paragraph 1, and with the provisions of Paragraph 2 of the Article 15 in the case of Paragraph 2.

### **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 uses 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 lot. This shall also apply to the Hotel's affiliated parking lots. Furthermore, the Hotel shall not be liable for any theft, loss, or damage to vehicles, their associated equipment, or their cargo in affiliated parking lots or other parking lots not managed by the Hotel.

### **Liability of the Guest**

#### **Article 18**

1. The Guest shall compensate the Hotel for the damage caused through intention or negligence on the part of the Guest.
2. If the Guest smokes anywhere other than the smoking area designated by the Hotel (including when cigarette butts/ashes are found in a guest room), the Hotel shall charge 50,000 yen as a penalty. In the event that the actual cost of deodorizing, cleaning, or otherwise restoring the room to its original condition exceeds the amount of the penalty, the applicable amount shall be charged.

### **Governing Laws and Agreed Court with Jurisdiction**

#### **Article 19**

Any dispute relating to an Accommodation Contract between the Hotel and the Guest shall be governed by Japanese laws and shall be referred to the district court or the summary court having jurisdiction over the location of the head office of the company that manages and operates the Hotel.

### **Disclaimer**

#### **Article 20**

Upon using computer communications from within the hotel, you are responsible at your own risk. The hotel will not take any responsibility even if the service is interrupted due to system failure or other reasons during use of computer communication, and as a result the user receives any damage. Also, in case of damage to the hotel or a third party due to the act judged by the hotel to be inappropriate for use of computer communication, we will ask for compensation of the damage.

## Revision of Terms and Conditions

### Article 2 1

1. The Hotel may revise these Terms and Conditions within reasonable limits, when necessary. The revised Terms and Conditions shall apply to all guests.
2. In the event that the Hotel makes a revision to these Terms and Conditions, the Hotel shall post a notice to the effect that the Terms and Conditions shall be changed, and the contents, and date of the change within the Hotel at least one month prior to the date of the change. Alternatively, the Hotel may notify guests of this by posting it on the hotel website or in any other appropriate manner.

### Attached Tables

#### Attached Table No. 1: Breakdown of Accommodation Charges, etc.

(Ref. Paragraph 1 of Article 2, Paragraph 1 of Article 1 2)

		Details
Total Amount Payable by the Guest	Accommodation Charges	1. Basic Accommodation Charge or Accommodation Package Charge 2. Service Charge (1. ×10%)
	Extra Charges	3. Drinks and Other Expenses
	Tax	4. Consumption Tax Tokyo Accommodation Tax

#### Attached Table No. 2: Cancellation Charges

(Ref. Paragraph 2 of Article 6)

	Individual	Group	
	Less than 5 rooms	5 rooms or more	15 rooms or more
No Show	100%	100%	100%
Accommodation Date	100%	100%	100%
1 day prior to Accommodation Date	80%	100%	100%
2 days prior to Accommodation Date	50%	50%	100%
3 days prior to Accommodation Date	20%	50%	80%
7 days prior to	-	50%	50%



	Individual	Group	
	Less than 5 rooms	5 rooms or more	15 rooms or more
Accommodation Date			
14 days prior to Accommodation Date	-	30%	50%
21 days prior to Accommodation Date	-	30%	50%
30 days prior to Accommodation Date	-	10%	30%
40 days prior to Accommodation Date	-	-	10%

**[Note]**

1. The percentages signify the rate of the cancellation charge to the total amount at the time of the booking.
2. When there are partial changes such as shortening the number of nights booked or reducing the number of rooms booked, cancellation charges for all nights and rooms falling under the Attached Table No. 2 shall be paid.
3. Specific penalties may apply on certain dates set by the Hotel.
4. Bookings made through travel agencies (including online travel agencies) are subject to the cancellation policies established by each agency and are subject to the prescribed penalty fees based on such policies. (The attached table does not apply.)
5. In the case of accommodation packages organized by the Hotel, or specific groups as determined by the Hotel, the Hotel may set penalty fees different from those in the Attached Table No. 1.
6. When part of a group booking (for 5 rooms or more) is cancelled, no cancellation charge shall be incurred in the case where the number of rooms cancelled is fewer than 10% of the number of rooms booked as of 14 days prior to occupancy (if cancellation is accepted less than 14 days prior to occupancy, as of the date of acceptance) with fractions counted as a whole number.