



Terms and Conditions For Accommodation Contract

Article 1. Scope of Application

1. The Accommodation Contract and related agreements to be concluded between our Hotel and the Guest shall be subject to the following terms and conditions of the Contract. Any matters not stipulated in this Contract shall be governed by laws and ordinances and/or generally established practice. When the Hotel has entered into a special contract with the Guest insofar as such special contract does not violate laws and ordinances and generally accepted practices, notwithstanding the preceding Paragraph, the special contract shall take precedence over the provisions of these Terms and Conditions.

Article 2. Application for Accommodation Contract

1. The Guest who intends to apply to the Hotel for an Accommodation Contract will be required to provide the Hotel with the following particulars:

- (1) Name(s) of Guest(s);
- (2) Date(s) of accommodation and estimated time of arrival;
- (3) Accommodation Charges (based, in principle, on the Basic Accommodation Charges described in the Attached table 1);
- (4) Other information considered necessary by the Hotel;

2. In the case when the Guest requests, during the stay, an extension of the accommodation beyond the date in the preceding Paragraph (2), it shall be regarded as an application for a new Accommodation Contract at the time such request is made.

Article 3. Conclusion of Accommodation Contract, etc

1. An Accommodation Contract shall be considered to have been concluded when the Hotel has duly accepted the application as described in the preceding Article. However, the same shall not apply where 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 is requested to pay an application money 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 Application Money 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 described in Article 12.

4. When the Guest has failed to pay the Application Money by the date as described in Paragraph 2 by way of the same Paragraph, 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 Application Money is specified.

Article 4. Special Contract Requiring Non-Payment of the Application Money

1. Notwithstanding the provisions of Paragraph 2 of the preceding Article, the Hotel may enter into a Special Contract which does not require payment of the Application Money described in the same Paragraph after the Contract has been concluded.

2. When the application for an Accommodation Contract has been accepted, in the case that the Hotel has not requested the payment of the Application Money as described in Paragraph 2 of the preceding Article and/or that the Hotel fails to designate the date of the payment of the Application Money, it shall be treated as that the Hotel has accepted a Special Contract prescribed in the preceding Paragraph.

Article 5. Refusal of Accommodation Contract

1. The Hotel may not accept the conclusion of an Accommodation Contract under any of the following cases;

- (1) When the application for accommodations is not based on this Contract;
- (2) When the Hotel is fully booked and no room is available;
- (3) When the Guest seeking accommodations is deemed liable to conduct himself in a manner that will contravene the laws or act against the public order or good morals in regard to his accommodation;
- (4) When guests are deemed to fall under any of the following;
 - a. A gang (Boryokudan), a gang member, an associate gang member or a gang-related or other anti-social forces
 - b. A gang group(Boryokudan) or Corporations and other organizations in which gang members control business activities
 - c. A corporation whose executives includes a gang member

- (5) The individual(s) planning to stay at the hotel exhibits violent behavior toward the hotel or its employees, intimidates an employee, makes excessive and unrealistic demands of the hotel or its employees or makes a demand or demands that exceed realistic expectation, or has conducted themselves in a similar fashion in the past.
- (6) When the guest can be clearly detected as having an infectious disease;
- (7) When the Hotel is unable to provide accommodations due to natural calamities, dysfunction of the facilities and/or other unavoidable causes;
- (8) The individual(s) planning to stay at the hotel is likely to inconvenience other guests as a result of drunkenness or other similar inappropriate behavior or when behavior is seen to significantly disturb and/or inconvenience other guests. (In accordance with the Ordinance for Ryokan Inn Law)
- (9) When the provisions of Article 15 of Tokyo Metropolitan Ordinance No. 63 are applicable.

Article 6. Right to Cancel Accommodation Contract by the Guest

1. The Guest may request the Hotel to cancel the Accommodation Contract by so notifying.
2. In the case when the Guest has canceled the Accommodation Contract in whole or in part due to cause for which the Guest is liable (except in the case when the Hotel has requested the payment of the Application Money during the specified period as described in Paragraph 2 of Article 3 and the Guest has canceled before the payment), the Guest shall pay cancellation charge as described in the Attached table No.2. However, in the case when a Special Contract as described in Paragraph 1 of Article 4 has been concluded, the same shall apply only when the Guest is informed of the payment of the cancellation charge in case of cancellation by the Guest.
3. In the case when the Guest does not arrive by 8 p.m. of the accommodation date without an advance notice (or 2 hours after the expected time of arrival if the Hotel is notified of it), the Hotel may regard the Accommodation Contract as being canceled by the Guest.

Article 7. Right to Cancel Accommodation Contracts by the Hotel

1. The Hotel may cancel the Accommodation Contract under any of the following cases;
 - (1) When the Guest is deemed liable to conduct and/or has conducted himself in a manner that will contravene the laws or act against the public order and good morals in regard to his accommodation;
 - (2) When the guest can be clearly detected as having an infectious disease;
 - (3) When the Hotel is unable to provide accommodations due to natural calamities and/or other causes of force majeure;
 - (4) The individual(s) planning to stay at the hotel is likely to inconvenience other guests as a result of drunkenness or other similar inappropriate behavior or when behavior is seen to significantly disturb and/or inconvenience other guests. (In accordance with the Ordinance for Ryokan Inn Law)
 - (5) When guests are deemed to fall under any of the following;
 - a. A gang (Boryokudan), a gang member, an associate gang member or a gang-related or other anti-social forces
 - b. A gang group(Boryokudan) or Corporations and other organizations in which gang members control business activities
 - c. A corporation whose executives includes a gang member
 - (6) When a person seeking accommodation could cause annoyance to other Guests or when a person is behaving in such a manner as to be an annoyance to other Guests;
 - (7) When an unreasonable request regarding the individual's stay is made.
 - (8) The individual(s) planning to stay at the hotel exhibits violent behavior toward the hotel or its employees, intimidates an employee, makes excessive and unrealistic demands of the hotel or its employees or makes a demand or demands that exceed realistic expectation, or has conducted themselves in a similar fashion in the past.
 - (9) When the rules of prohibited behavior, established by the hotel, are not abided by.
 - (10) A guest is found smoking in an area other than the designated smoking area or vandalizing firefighting or other equipment and systems or engaged in an act prohibited by the rules regarding use of the Hotel (limited to fire prevention related stipulations) established by the Hotel.
2. In the case when the Hotel has canceled the Accommodation Contract in accordance with the preceding Paragraph, the Hotel shall not be entitled to charge the Guest in the future for any of the services which he or she has not received during the contractual period.

Article 8. Registration of Accommodation

1. The Guest shall be required to register the following particulars at the reception of the Hotel on the day of accommodation;
 - (1) Guest name, address, date of birth, phone number, e-mail address, occupation, and employer.
 - (2) For non-Japanese guests, nationality, passport number, previous stay location, planned future destination.
 - (3) Day of arrival, day of departure, purpose of stay.
 - (4) Other particulars deemed necessary by the Hotel.
2. In the case when the Guest intends to pay his/her Accommodation Charge described in Article 12 by any means other than Japanese currency, such as traveler's checks, coupons or credit cards, these credential shall be shown in advance at the time of the registration described in the preceding Paragraph.

Article 9. Time Allowed for Use of the Guest Room

1. The Guest is entitled to occupy the contracted Guest Room of the Hotel from 3:00 p.m. to 11:00 a.m. of the next day. However, in the case when the Guest is accommodated continuously, the Guest may use the Guest Room all day long, except on the days of arrival and departure.
2. Notwithstanding the provision of the preceding Paragraph, there are cases where the Hotel may accept the use of the Guest Room in hours other than those specified in the preceding Paragraph, in which case an additional hourly fee will be charged. For Check-in before 6:00 a.m. or check-out after 3:00 p.m. a full day's fee will be charged.

Article 10. Compliance with the rules on Using the Hotel

A Guest of the Hotel is required to comply with the "Use Regulations" stipulated in the Accommodation Contract while on the premises of the Hotel.

Article 11. Business Hours

1. The business hours of principal facilities in the Hotel shall be as follows. Details of the service hours of other facilities are explained in the pamphlet provided, displayed at major points inside the Hotel, and the service directory provided in each guest room.
Service hours of reception, cashier, etc.:
 - (A) Entrance : 5am ~ 2 am
 - (B) Front desk service : 24 hours
 - (C) Lounge service : 24 hours
2. The times above may change depending on the situation, in that case we will endeavor all guests.
2. The service hours described in the preceding Paragraph may be changed temporarily for unavoidable reasons, in which case the Guest will be notified by proper means.

Article 12. Payment of Charges

1. The breakdown of the Accommodation Charge, etc. payable by the Guest shall be as listed in the attached Table 1.
2. Payment of the Accommodation Charges, etc. described in the preceding Paragraph shall be made in currency or by other alternative means accepted by the Hotel, such as traveler's check, accommodation coupon, credit card, etc., at the time of the departure of the Guest or upon request by the Hotel.
3. In the case that the Guest has not stayed at the Hotel at his/her discretion even after the guest room has been offered to the Guest and made available for him/her to use, the Accommodation Charges shall be paid.

Article 13. Liabilities 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 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. In addition to working to maintain disaster prevention facilities, the hotel is also registered with Ryokan (inn) liability insurance to cover fire and other disasters.

Article 14. Handling in case When Unable to Provide the Contracted Guest Room

1. The Hotel shall, when unable to provide the contracted room, arrange accommodations of the same standard elsewhere for the Guest insofar as practicable with the consent of the Guest.
2. When arrangement of other accommodations 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 accommodations due to causes for which the Hotel is not liable, the Hotel shall not compensate the Guest.

Article 15. Handling of Deposited Article

1. Except in cases of force majeure, the hotel will compensate for loss or damage of valuables, including cash, that have been checked at the front desk. However, for cash and valuables, if the hotel requests a declaration of type and value and if the guest refuses to submit this information, the hotel liability will be limited to 150,000 Yen.
2. When valuables, including cash, not deposited at the front desk are damaged or lost as a result of hotel negligence or malpractice, the hotel will compensate for loss. Hotel liability will, however, be limited to 150,000 Yen unless prior notice of type and value of said valuables is made, excepting cases of hotel extreme negligence or malpractice.

Article 16. Custody of Baggage and/or Belongings of the Guest

1. When the baggage of the Guest is brought into the Hotel before the Guest's 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 reception at the time of the Guest's check-in.
2. When a Guest's baggage or belongings is found to be left behind after checkout 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 them for 7 days including the day when they were found and dispose of them. The Hotel shall turn any valuables 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 Paragraph2.

Article 17. Guest Responsibility

If the hotel suffers damage due to the intention or negligence of the guest, the guest will be liable for the damage to the hotel.

Article 18. Jurisdiction and Applicable Laws

Any dispute arising from or in relation to this Contract shall be referred to the exclusive jurisdiction of Tokyo District Court in the first instance and resolved in accordance with Japanese laws.

Table 1 Breakdown of Accommodation Charges
(concerning Article 2-1, Article 3-2 and, Article 12-1)

Total amount to be paid by a guest	Accommodation Charge	① Basic Accommodation charge (Room charge) or (Room charge + Breakfast)
	Additional Charge	② Food & Beverage (or Extra meals [other than Breakfast]) and other expense
	Tax	a. Consumption Tax b. Accommodation Tax

(Remarks) Children are charged at the same rate as adults except for special child rates advertised during specific seasons. In such cases, the hotel will provide information of these rates via appropriate channels. At these times, the child rate will be for children younger than elementary school age.

Table 2 Penalty (concerning Article 6-2)

	No Show	Accommodation Day	
Individual	100%	100%	1 Day Prior to Accommodation
Remarks			100%

1. The percentage is the ratio of the Penalty against the basic accommodation charge.
2. In the case that the number of days for accommodation has been reduced, Penalty for One Day (first day) shall be charged, regardless of the number of days reduced.
3. In addition to the above, if there is a separate penalty for individuals or groups, the contract details will apply. If there is a separate daily penalty or penalty for the accommodation plan, that will be given priority.

ONE@Tokyo ONE@Tokyo

〒131-0045 東京都墨田区押上 1-19-3
1-19-3 Oshiage, Sumida-ku, Tokyo, 131-0045 Japan
TEL:03-5630-1193 FAX:03-5630-1183 E-mail: info.onetokyo@agora.jp
www.onetokyo.com