

## **General Terms & Conditions**

### **Article 1. Scope of application**

1. All agreements entered into between ONE@Tokyo (the '**Hotel**') and current and future Guests of the Hotel (the '**Guests**') are to be governed by the terms and conditions set out below (the '**Terms**'). Any matters that are not set out in the Terms shall be decided in accordance with the applicable local laws and regulations as well as usual business practice.
2. Notwithstanding paragraph 1 of Article 1, any matters agreed by the parties shall prevail provided they are not unlawful or in contrary to the usual business practice.

### **Article 2. Reservation**

1. To make application to enter into an accommodation agreement with the Hotel, a Guest is required to provide the Hotel with the following information:
  - (1) Guest name
  - (2) Date(s) of stay and scheduled arrival time
  - (3) Accommodation charges (refer to Annexure A for further details)
  - (4) a. Applicant name and address  
b. Name and address of other person paying the accommodation charges
  - (5) Other matters that the Hotel deems necessary
2. The Hotel considers a new application to enter into a further accommodation agreement has been made when the Guest requests for an extension of their stay beyond the original departure date indicated.

### **Article 3. Conclusion of accommodation agreement**

1. An accommodation agreement will be deemed formally formed when the Hotel accepts the application made pursuant to Article 2 above. However, this does not apply if the Hotel provides evidence of the absence of its acceptance.
2. When an accommodation agreement is concluded in accordance with clause 1 above, the Guest may be request to make a prepayment of a deposit (the "application fee") by the date specified by the Hotel. The application fee amount is specified by the Hotel and will not exceed the total amount due indicated in Annexure A below for the relevant period of stay.
3. The application fee will be offset against the final accommodation charges the Guest pay. Any situations to which Articles 6 and 18 apply may involve penalty and damage compensation in this order. The remaining amount, if any, will be refunded at the time of payment made in accordance with the provisions of Article 12.
4. If a Guest fails to pay the application fee indicated in paragraph 2 above by the due date

specified by the Hotel, the accommodation agreement with the Guest is no longer effective. The Hotel must give prior notice to the Guest of the due date approaching.

**Article 4. Special arrangements where no prepayment of deposit is not required**

1. Notwithstanding paragraph 2 of Article 3, the Hotel may agree on a special arrangement that does not require payment of any deposit, indicated in the same clause, after conclusion of the agreement.
2. Where the Hotel has not made any request for the payment of any deposit or its due date, it will be deemed that the hotel has agreed on a special arrangement described in paragraph 1, Article 4.

**Article 5. Refusal of an accommodation agreement**

1. The Hotel may refuse to enter into an accommodation agreement if:
  - (1) The application fails to comply with the Accommodation Conditions.
  - (2) Rooms are occupied and no vacancy is available.
  - (3) The person intending to stay at the Hotel is suspected of being in violation with the relevant laws, public order or morals related to his/her accommodation.
  - (4) The person intending to stay at the Hotel verbally or behaviorally causes significant disturbance to other Guests.
  - (5) The person intending to stay at the Hotel makes demands to the Hotel or its staff, in an unlawful or unreasonable manner.
  - (6) The person intending to stay at the Hotel cannot be accommodated due to natural disaster, equipment failure or other unavoidable reasons.
  - (7) The person intending to stay at the Hotel appears to be excessively intoxicated and is likely disturb other Guests.
  - (8) The person intending to stay at the Hotel poses a health risk to the other Guests of the Hotel.
2. The Hotel will not enter into an accommodation agreement if the Guest intending to enter into the accommodation agreement or their affiliates are found to be associated with, and otherwise support, fund, participate in, manage or cooperate with any anti-social force, including:
  - (1) any crime syndicate, member, quasi-member or affiliate of a crime syndicate, corporate extortionist, socially disruptive organization, nonviolent crime organization or anything similar to the foregoing, as well as
  - (2) any person or entity who makes violent demands or illegal claims, uses threatening language or violence in connection with business, damages the reputation or obstructs the

business by spreading false rumors or using fraudulent means or force, or conducts any act similar to the foregoing).

#### **Article 6. Cancellation**

1. A Guest may request that the Hotel cancel the accommodation agreement.
2. Where the cancellation is for reasons other than those beyond his/her control, cancellation charges will apply in accordance with the cancellation policy applicable to the reservation.
3. The Hotel may deem the reservation to be cancelled where the guest has failed to arrive at the hotel after 20:00 (or 2 hours after the advised arrival time if after 20:00) without any notice.

#### **Article 7. Termination by the Hotel**

1. The Hotel reserves the right to terminate the accommodation agreement if:
  - (1) the Guest has or is likely to be in breach of the law and regulations and pose a threat to the safety and comfort of the guests and employees of the Hotel;
  - (2) the Guest's behavior has caused discomfort to other guests;
  - (3) the Guest has made unlawful or unreasonable demands to the Hotel staff;
  - (4) the Hotel is no longer capable of delivering service to the Guests due to force majeure;
  - (5) the Guest appears to be excessively intoxicated and his/her behavior is likely to cause discomfort to the other guests;
  - (6) the Guest is likely to pose a health risk to the other guests;
  - (7) the Guest has been in breach of the Hotel Regulations.
2. The Hotel will immediately terminate the accommodation agreement if the Guest or their affiliates are found to be associated with, and do not otherwise support, fund, participate in, manage or cooperate with any anti-social force, including:
  - (1) any crime syndicate, member, quasi-member or affiliate of a crime syndicate, corporate extortionist, socially disruptive organization, nonviolent crime organization or anything similar to the foregoing, as well as
  - (2) any person or entity who makes violent demands or illegal claims, uses threatening language or violence in connection with business, damages the reputation or obstructs the business by spreading false rumors or using fraudulent means or force, or conducts any act similar to the foregoing ("Anti-Social Force").
3. Where the Hotel has made a decision to terminate the accommodation agreement, the Guest will not be liable for the costs of the service not yet provided or received.

### **Article 8. Guest Registration**

1. Immediately upon arrival, the Guest is required to fill in a registration form at the front desk, providing all of the following information.
  - (1) Guest name(s), age, sex, address, and occupation
  - (2) Nationality, passport number, point of entry and date of entry into Japan (for non-residents of Japan)
  - (3) Departure date and scheduled departure time
  - (4) Other matters the Hotel deems necessary
2. If a Guest intends to use travelers' checks, Hotel vouchers, a credit card or other non-cash means to make the payment indicated in Article 12, he/she is required to present it to the Hotel employee at the time of making registration as indicated in the previous clause.

### **Article 9. Check-in and check-out times**

1. Rooms are available for use by the Guest between from 15:00 of the arrival date until 11:00 of the departure date. Where different conditions are indicated in a particular reservation, such condition shall prevail.
2. Notwithstanding the provisions of paragraph 1 of Article 9, the Guest may extend their check-in time and check-out time for an additional charge at the discretion of the Hotel.

### **Article 10. Hotel Regulations**

All Guests shall comply with the Hotel Regulations put in place by the Hotel during their stay and while they are on the Hotel premises.

### **Article 11. Service hours**

1. The hours of service for each of the Hotel's outlets are indicated in the various brochures and signage throughout the hotel and other materials.
2. The hours of service are subject to change due to unforeseen circumstances. In such instances, the Hotel will make every effort to inform the Guests of the change.

### **Article 12. Payment**

1. The final payment due upon check-out will be calculated in accordance with Annexure A.
2. The final amount due must be settled upon check-out at the Hotel reception before the Guest's departure. The Hotel may request for interim payments as appropriate. Payment may be made by cash, credit card or other means as agreed or arranged with the Hotel prior (such as a hotel voucher).
3. Regardless of whether the Guest has physically stayed in the Hotel or not, the Hotel reserves

all rights to claim the accommodation charges due from the Guest as the room was reserved for use by the Guest if the reservation has not been cancelled pursuant to the applicable cancellation policy.

**Article 13. Hotel's liability**

Where the Guest suffers any damages as a result of the Hotel's performance or non-performance of the accommodation agreement or its associated agreements, the Guest may claim payment for damages from the Hotel. The Hotel's liability is limited only to where such damage is suffered as a result of the gross negligence or material breach of the accommodation agreement by the Hotel.

**Article 14. Unavailability of a booked room**

1. In the event the Hotel is unable to provide the Guest with a room that was booked, the Hotel will arrange an alternative accommodation that is of a similar or superior standard or as close as possible to it with the Guest's consent.
2. Notwithstanding paragraph 1 above, where the Hotel is unable to provide alternative accommodation arrangements for the Guest, the Hotel will compensate the Guest for the inconvenience. Such compensation shall be offset against any damages claimed by the Guest. However, such compensation will not be offered where the unavailability of the accommodation is due to reasons beyond the control of the Hotel.

**Article 15. Deposited items**

1. Where any items deposited at the reception of the Hotel for safekeeping are damaged or lost, the Hotel will compensate the Guest for the value of such items, excluding where such loss or damage was caused by reasons beyond the control of the Hotel. However, where the amount of cash or the value of the goods were not disclosed to the Hotel when being deposited, the amount of compensation is limited to JPY50,000.
2. The Hotel is not liable for any goods or items lost or damaged except for when such loss or damage was caused by the Hotel's gross negligence or willful misconduct. The Hotel accepts no responsibility for cash or valuables. Please use the safe box in your room under your responsibility.

**Article 16. Luggage and personal items**

1. The Hotel must be notified and must agree to keep storage of any luggage that is to be delivered to the Hotel prior to the Guest's arrival.
2. Any personal belongings left behind by a Guest after check-out will be kept by the Hotel for a certain period of time. The Hotel will dispose of such items in accordance with the Lost

Property Act.

3. The Hotel's liability with regards to items described under paragraph 1 of Article 16 shall be dealt with in accordance with paragraph 1 of Article 15. The Hotel's liability with respect to items described under paragraph 2 of Article 16 is set out in paragraph 2 of Article 15.

#### **Article 17. Car park**

1. Regardless of whether its key has been deposited with the Hotel, the Hotel accepts no responsibility for, or damages caused to, the motor vehicles within the Hotel premises.
2. The Hotel accepts no responsibility for any accidents, or any damages arising from it, that occur within the Hotel premises.

#### **Article 18. Guest liability**

The Guest accepts full responsibility and liability for any damages caused to the Hotel, its property or staff, through the negligence or willful misconduct of the Guest and/or their affiliates.

#### **Article 19. Personal information**

The Hotel will appropriately handle all personal information provided by the Guests in accordance with its privacy policy.

### **Annexure A. Breakdown of accommodation charges**

(referred to in Article 2, paragraph 1 and Article 12, paragraph 1)

Total amount due	Consists of:	
	Accommodation charges	(a) Room rate (accommodation charge (+ breakfast charge))
	Additional charges	(b) Other charges: any additional services charged back to the room.
	Tax	(c) Consumption tax (d) Accommodation tax

**Comments:** Please note that (c) and (d) above are subject to change pursuant to the relevant laws and regulations.

## **Hotel Regulations**

To ensure a safe and comfortable stay for all of our valuable guests, ONE@Tokyo (the **Hotel**) has implemented the following set of regulations (the **Regulations**) pursuant to Article 10 of the Hotel Terms and Conditions. All of our guests are asked to follow these Regulations. The Hotel reserves the right to refuse to allow any guest who fails to observe the Regulations to stay at the Hotel or to use its facilities in accordance with Article 7 and 18 of the Terms and Conditions. The Hotel does not take any responsibility for any accidents or damages suffered by guests who have failed to comply with the Regulations or instructions given by the Hotel staff. The Hotel reserves all rights to take appropriate legal actions for any breach of the Regulations or damages caused as a result of non-compliance with the Regulations.

### **Fire Safety**

1. Other than those provided in your room, please do not bring or use any equipment which may cause fire, such as heaters, cooking stoves and hair dryers.
2. This is a non-smoking hotel. Please refrain from smoking in the guest rooms, restaurant, and public spaces. Designated smoking spaces have been provided for your convenience.
3. Please do not touch fire-fighting equipment except in the case of emergency.
4. Please be aware of evacuation routes that are indicated in each guest room.

### **Security**

1. Please make sure to lock your room door when leaving your room during your stay.
2. Please use the lock and the safety latch on the doors while in your room, particularly when sleeping. Please identify any visitors before opening the door. If the person appears to be suspicious, please contact the Hotel reception immediately.
3. Please use the lobby to meet with visitors.
4. Persons other than those registered guests are strictly prohibited from staying in the Hotel.

### **Valuables**

1. The Hotel accepts no responsibility for valuables left in the room or in other public space. Please use the safe box in your room under your responsibility.
2. Lost property will be dealt with as and when required in accordance with the relevant laws and regulations.

3. Any valuables deposited will be handled in accordance with the Hotel's policy as set out in Article 15 of the Terms and Conditions of the Hotel.

### **Payments**

1. Please be aware that the Hotel may request a predetermined deposit amount (an advance payment) upon arrival. Please make a payment each time when requested during your stay.
2. Please present your room key or the key booklet when charging any items to your room account at the restaurant, and other outlets.
3. Please note that the Hotel does not accept any payments in cheque.
4. The Hotel will not make advance payments on behalf of the guests for shopping in the Hotel, airfares, train and bus fares, taxi fares, postage, costs of sending luggage, or any other expenses.
5. We politely decline any tips to the Hotel staff.

### **Prohibited activities**

1. Please refrain from the following activities, which may inconvenience other Hotel guests:
  - (1) Please do not bring the following items to the Hotel in order to ensure safety and comfort of the other Hotel guests:
    - (i) Pets and animals, such as dogs, cats and birds (excluding guide dogs, hearing assistance dogs, and service dogs);
    - (ii) Items with offensive odor;
    - (iii) Flammable or combustible items, such as gunpowder and fuel; and
    - (iv) Any illegal or illicit items prohibited by law. Gambling and any other illegal activities are strictly prohibited within the Hotel premises.
  - (2) Please consider the other Hotel guests and refrain from shouting, singing, or making a loud noise.
  - (3) Please do not use guest rooms for purposes other than resting or dining without the prior consent of the Hotel.
  - (4) Please do not rearrange or remove furniture and other items from your room and the public space within the Hotel, without the prior consent of the Hotel.
  - (5) Please do not place any items near the windows which may be unsightly.
  - (6) The hotel strictly prohibits any people other than registered guests from staying at the Hotel. Guests are also requested not to invite visitors to their quest rooms.
  - (7) Please do not place or display advertising materials, or solicit the sale of any goods

in the Hotel without the prior consent of the Hotel.

(8) Please note that publishing photos or other images taken in the hotel for commercial purposes, without the prior consent of the Hotel, may result in legal action.

(9) Any and all acts which may disturb the privacy, safety and comfort of other guests are strictly prohibited.

2. When the prohibited activities described in the preceding paragraphs are not ceased immediately upon the request of the Hotel, the Hotel reserves the right to refuse the guests from using its facilities.

### **Prohibition of antisocial forces**

1. The Hotel prohibits the following organizations or individuals from using its facilities:

(1) any crime syndicate, member, quasi-member of a crime syndicate;

(2) affiliates of any organization associated with the parties in the preceding subparagraph;

(3) corporate extortionist, socially disruptive organization, nonviolent crime organization or anything similar or any of its affiliates;

(4) any person or entity who engages in violent demands or illegal claims, using threatening language or behavior; or

(5) any persons who are dependent in ensuring his/her own safety due to lack of self-control, as a result of mental instability, the use of drugs and other substances, or any persons, or any persons who are likely to cause danger, fear, or anxiety among other Hotel guests.

2. The hotel reserves the right to refuse the use of any of its facilities by anyone to whom any of the preceding descriptions may be applicable.