

# TERMS AND CONDITIONS FOR ACCOMMODATION

## Article 1. Scope of application

1. These Terms and Conditions for Accommodation (hereinafter referred to as **“Terms and Conditions”**) and the Hotel Room Rules of Use integral to these Terms and Conditions (hereinafter referred to as **“Hotel Room Rules of Use”**) regulate matters concerning the accommodation contract and related agreements that the hotel (hereinafter referred to as **“Hotel”**) concludes with its guests. Matters not stipulated in these Terms and Conditions shall be governed by laws and regulations or established common practice.
2. In cases where the Hotel has in accordance with laws, regulations, and common practice agreed to special provisions, such special provisions shall prevail irrespective of the stipulations in the preceding paragraph.

## Article 2. Application to enter into an accommodation contract

1. A party seeking to enter into an accommodation contract with the Hotel (reservation to stay overnight) shall provide the Hotel with the following information in accordance with Article 6 of the Hotel Business Act, Article 4-2 of the Ordinance for Enforcement of the Hotel Business Act, and the ordinances of the local government where the Hotel is located:
  - (1) Name of guest(s) (hereinafter referred to individually as **“Guest”** and collectively as **“Guests”**)
  - (2) Accommodation date(s) and prospective arrival time
  - (3) Guest contact information
  - (4) Other information required by the Hotel
2. If a change to the information provided to the Hotel in accordance with the preceding paragraph occurs, the Guest shall promptly notify the Hotel of the change.
3. While occupying the hotel room, if a Guest requests to extend his/her stay beyond the accommodation date(s) provided pursuant to item (2) of paragraph 1, the Hotel shall treat the application in the same manner as a new accommodation contract that is made at that time.

## Article 3. Conclusion of an accommodation contract

1. An accommodation contract shall be concluded when the Hotel has approved an application pursuant to the preceding Article.
2. When an accommodation contract has been concluded in accordance with the preceding paragraph, the hotel room charge for the entire occupancy period shall be due for payment, either before the commencement of the hotel room occupancy period or no later than a date to be specified by the Hotel.
3. In any of the following cases, the Hotel may treat a Guest's accommodation contract application as being made without an actual intention to stay overnight. In such a case, the accommodation contract becomes void.
  - (1) If the hotel room charge set out in the preceding paragraph is not paid in accordance with the preceding paragraph, before the commencement of the hotel room occupancy period or up to and including the date specified by the Hotel;
  - (2) If the Hotel cannot contact the Guest using the contact information provided, in accordance with Article 2.1, within ten days from the day when the Hotel first attempted to contact the Guest, (or, if the period remaining before commencement of the hotel room occupancy is less than ten days, then by 15:00 on the commencement date of the hotel room occupancy period);
  - (3) If the Guest refuses to accept any contact from the Hotel.
4. The Guest shall be deemed to have cancelled the accommodation contract on the day on which the Hotel has treated the accommodation contract as void in accordance with the preceding paragraph, and shall be charged a penalty pursuant to Article 5.2.

## Article 4. Refusal of an accommodation contract

In any of the following cases, the Hotel may refuse to enter into an accommodation contract

- (1) If a hotel room occupancy application does not comply with these Terms and Conditions;
- (2) If the Hotel cannot provide a hotel room because all hotel rooms are occupied;
- (3) If circumstances similar to the preceding item apply, including the prospect that the hotel rooms will have to be let on a preferential basis to disaster victims and recovery crews, etc., due to natural disasters or some other state of emergency;
- (4) If an applicant for a hotel room is a member, or related to a member, of an organized crime group, a body related to an organized crime group, or other anti-social forces in accordance with the Act on Prevention of Unjust

Acts by Organized Crime Group Members and the ordinances concerning the elimination of organized crime groups;

- (5) If an applicant for a hotel room is likely to use the hotel room in violation of laws and regulations, public order, or good morals;
- (6) If an applicant for a hotel room has been clearly identified as a contagious or infectious disease carrier;
- (7) If, in connection with the use of a hotel room, the Hotel is required to provide services beyond the generally accepted scope or to incur such other burden;
- (8) If a hotel room cannot be provided due to natural disasters, facility breakdown, or some other compelling reason;
- (9) If an applicant for a hotel room is intoxicated and disorderly and consequently likely to annoy other guests or interfere with the Hotel's operations, or engages in speech or action that annoys other guests or personnel of the Hotel;
- (10) If an applicant for a hotel room is clearly identified as having a serious physical or mental illness;
- (11) If a minor applies for a hotel room without the approval of his or her guardian;
- (12) If an application for an accommodation contract is made to transfer for profit the right of use to another party;
- (13) If an applicant applies for a hotel room without actually intending to stay overnight; or
- (14) In other cases where the Hotel may refuse a hotel room occupancy application in accordance with laws, ordinances, etc.

## Article 5. Right of the Guest to terminate an accommodation contract

1. A Guest may terminate the accommodation contract by notifying the Hotel.
2. When a Guest terminates an accommodation contract partly or entirely pursuant to the preceding paragraph, the Hotel may charge the Guest a penalty in accordance with Chart 2.
3. If a Guest does not give notice and fails to appear at the Hotel by the scheduled arrival time on the commencement date of hotel room occupancy, the Hotel may consider the accommodation contract to have been terminated by the Guest.

## Article 6. Right of the Hotel to terminate an accommodation contract

1. In any of the following cases, the Hotel may terminate the accommodation contract
  - (1) If a Guest is a member, or related to a member, of an organized crime group, a body related to an organized crime group, or other anti-social forces stipulated in the Act on Prevention of Unjust Acts by Organized Crime Group Members and the ordinances concerning the elimination of organized crime groups;
  - (2) If a Guest on the Hotel premises engages in violence, threats, intimidation, undue demands, gambling, possession or use of controlled substances, firearms, swords, and similar items, annoys other hotel guests, disturbs the Hotel staff business, interferes with operation of the Hotel employees, or otherwise contravenes laws and regulations or public order and morals, or if it is likely that a Guest will engage in any of the foregoing;
  - (3) If a Guest is clearly identified as a contagious or infectious disease carrier;
  - (4) If in connection with the use of a hotel room the Hotel is required to provide services beyond the generally accepted scope or to incur such other burden;
  - (5) If a hotel room cannot be provided due to natural disasters, facility breakdown, or some other compelling reason;
  - (6) If an act is committed by a Guest which hinders fire prevention or protection, such as smoking (including use of electronic cigarettes or heated tobacco) in bed or tampering with fire-fighting equipment, etc.;
  - (7) If the right to use the hotel room is transferred for profit, or is attempted to be transferred for profit to another party;
  - (8) When payment of the hotel room charge is unconfirmed. Unconfirmed payments of hotel room charges include payments made shortly before the end of bank business hours, or unrelated to bank business hours, payments made through internet-based banking transactions, and/or when the following day is a bank holiday and money transfers are unable to be ascertained before the commencement of the hotel room occupancy period;
  - (9) If an act is committed in violation of these Terms and Conditions and the Hotel Room Rules of Use; or
  - (10) In other cases where the Hotel may refuse a hotel room occupancy application in accordance with laws, ordinances, etc.
2. Notice of termination pursuant to the preceding paragraph shall be given orally, by telephone, by e-mail or in writing via the Guest's contact telephone number, e-mail address, or address provided to the Hotel in accordance with Article 2. If

the notice of termination is not received by the Guest via the telephone number, e-mail address, or address provided to the Hotel in accordance with Article 2, the Hotel may apply Article 3.3 and consider the accommodation contract to be void, or may consider that such notice concerning the accommodation contract has been received at the time it would otherwise have been received under normal circumstances.

3. Except in the cases of items (3) and (5) of paragraph 1, hotel room charges are not refundable if an accommodation contract is terminated or void due to the stipulations in the previous two paragraphs. Furthermore, when the Guest has not paid his/her hotel room charge, the Guest shall be charged an amount equivalent to the hotel room charge as a penalty.

#### **Article 7. Registration of the Guest**

In accordance with Article 6 of the Hotel Business Act, Article 4-2 of the Ordinance for Enforcement of the Hotel Business Act, and the ordinances of the local government where the Hotel is located, the Guest shall be required to register the following information at the Hotel's front desk on the occasion of check-in.

- (1) Name, age, sex, address, and occupation of the Guest;
- (2) In the case of a foreign guest, nationality, passport number, port of entry, and date of entry;
- (3) Departure date and prospective departure time;
- (4) Previous night's accommodation and travel destination; and
- (5) Other information required by the Hotel.

#### **Article 8. Hotel room use availability**

1. The Guest may use a hotel room from the check-in time to the check-out time, as set out by the Hotel. However, if the Guest stays for several consecutive days, the hotel room is permitted to be used around the clock except on the date of arrival and the date of departure.
2. Irrespective of the preceding paragraph, the Hotel may permit the use of hotel rooms during hours other than those prescribed in the preceding paragraph (hereinafter referred to as "**Overtime Occupancy**"), on the condition that the Guest pays the prescribed additional charge. However, when the Hotel is fully booked on the date that the Guest is due to depart, the Overtime Occupancy shall be limited to up to one hour prior to the Hotel's check-in time on that day.
3. The amount of the additional charge prescribed in the preceding paragraph shall be ¥1,000 (one thousand yen) per hour per person (including consumption tax and service charges), whereas elementary or preschoolers who are subject to the extra charge in accordance with Note 2 of Chart 1, shall not incur further additional charges. Provided, however, that the Hotel may charge a different amount in addition to that set forth above, according to the type of the Hotel or hotel room, or during events or periods separately specified by the Hotel when big events (including fireworks displays, concerts, sports events, exhibitions, trade shows, and other various events) are held in the Hotel's neighborhood or in other exceptional circumstances. In such cases, the Hotel will post details and periods to which the different amount applies on the Hotel's website and on the websites operated by other travel agencies affiliated with the Hotel.
4. If, during Overtime Occupancy pursuant to paragraph 2, the Guest continues to occupy his/her hotel room until less than one prior to the check-in time on the date that the Guest is due to depart, the Guest shall be charged the amount equivalent to the accommodation charge for one night. In such cases, the amount of the accommodation charge shall be that of the standard plan for the date on which the Guest ought to depart.
5. If the Guest occupies his/her hotel room, on the date of arrival, from prior to the Hotel's check-out time of the previous day, during Overtime Occupancy pursuant to paragraph 2, the Guest shall be charged the amount equivalent to the accommodation charge for one night. In such cases, the amount of the accommodation charge shall be that of the standard plan for the date prior arrival.
6. Even within the hours set for hotel room use, pursuant to the preceding paragraphs, the Hotel may, without notifying the Guest, access his/her room for purposes of safety, sanitation and operational management as well as take other necessary measures.

#### **Article 9. Observance of the Hotel Room Rules of Use**

On the Hotel premises, the Guest must observe the Hotel Room Rules of Use.

#### **Article 10. Business hours**

1. Information on the business hours of each facility of the Hotel can be obtained from the brochures available on the Hotel premises, notice boards in the Hotel, and the information booklet provided in the hotel rooms.
2. Facility business hours mentioned in the preceding paragraph may be subject to temporary changes when necessary or unavoidable. Changes will be advised

in good time beforehand.

#### **Article 11. Payment of charges**

1. The breakdown of the hotel room charges, among others, payable by the Guest, shall be calculated in accordance with Chart 1.
2. Hotel room charges, among others, pursuant to the preceding paragraph, shall be payable at the front desk or other place specified by the Hotel upon the Guest's arrival or when requested by the Hotel, or on or before the deadline set by the Hotel, in Japanese currency, either by cash, traveler's checks accepted by the Hotel, Hotel voucher, debit card, credit card, or other means of settlement accepted by the Hotel.

#### **Article 12. Handling of cases when an agreed hotel room cannot be provided**

1. If the Hotel is unable to provide a Guest with a hotel room as agreed, the Hotel shall, via intermediation, arrange accommodation at a different lodging facility at terms identical as far as possible to those agreed with the Hotel.
2. If the Hotel is unable to arrange a different lodging facility via intermediation despite the Hotel's endeavors to do so in accordance with the preceding paragraph, the Hotel may terminate the accommodation contract. In this case, Article 6.2 shall apply to the notice of termination. If the reasons for the inability to provide a hotel room are attributable to the Hotel and the Hotel is unable to arrange a different lodging facility as described in the preceding paragraph, the Hotel shall indemnify the Guest in accordance with Chart 3; and this indemnification shall be the maximum compensation for any loss or damage payable by the Hotel except in the case of willful misconduct or gross negligence of the Hotel, in which case the Hotel will compensate the Guest for the maximum total of the Hotel's liability.

#### **Article 13. Handling of deposited items, etc.**

1. The Hotel shall, as a general rule, take custody of any items (including but not limited to valuables and cash, hereinafter referred to as "**Items**") deposited by a Guest at the front desk for up to one month from the date deposited. If the Guest fails to request return of the Items during this period, the Hotel shall return such Items by sending them via a delivery service or other appropriate means to the address which the Guest registered with the Hotel pursuant to Article 7. When the Items cannot be returned due to the Guest's refusal to accept them, or an incomplete or unknown address, the Hotel may dispose of such Items at its discretion, and the Guest shall not object or make any other requests regarding such disposal. The Guest shall bear the cost of returning and disposing of the Items.
2. The Hotel shall pay compensation for any loss or damage suffered by a Guest due to the loss of or damage to any Items deposited by the Guest with the Hotel, except in cases of force majeure. However, for the Items which type and value were not, from the outset, clearly stated by the affected Guest, the compensation amount shall be limited to a maximum of ¥100,000 (one hundred thousand yen), except in the case of willful misconduct or gross negligence of the Hotel.
3. The Hotel shall pay compensation for any loss or damage suffered by a Guest due to the loss of or damage to any Items brought by the Guest onto the Hotel premises that the Guest had in his/her possession or custody, if the loss or damage occurred due to reasons attributable to the Hotel. However, the compensation amount shall be limited to a maximum of ¥50,000 (fifty thousand yen), except in the case of willful misconduct or gross negligence of the Hotel.
4. The Hotel's indemnity liability provided for in the preceding two paragraphs applies irrespective of default liability or tort liability.

#### **Article 14. Custody of Guest's hand luggage and personal effects**

1. The Hotel shall accept custody of a Guest's hand luggage arriving in advance only if the Hotel has been contacted beforehand and has agreed to accept such custody.
2. If a Guest leaves his/her hand luggage or personal effects behind at the Hotel after checking out, the Hotel shall, in principle, retain the items for a period of seven days including the day of discovering the items, and afterward take them to the nearest police station unless any claim for return is made by the Guest during the retention period. However, expensive items and valuables will be brought to the nearest police station immediately after being found. Any food, beverages, magazines, and other items similar to waste not claimed by noon of the day following check-out will be disposed of at the Hotel's discretion. However, if the items left behind requires immediate disposal due to their nature, the Hotel may dispose of such items immediately.
3. For the appropriate storing and prompt return of hand luggage or personal effects left behind, the Hotel may at its discretion inspect the content and, as necessary, take the measures provided for in the preceding paragraph.

- The provisions of Article 13.2 and Article 13.4 shall apply mutatis mutandis to the Hotel's liability for storage of luggage stored by the Hotel pursuant to paragraph 1.
- The Hotel shall pay compensation for any loss or damage suffered by a Guest due to the loss of or damage to any hand luggage or personal effects stored by the Hotel pursuant to paragraph 2, except in cases of force majeure. However, the compensation amount shall be limited to a maximum of ¥10,000 (ten thousand yen), except in the case of willful misconduct or gross negligence of the Hotel, and the provisions of Article 13.4 shall apply mutatis mutandis.

#### Article 15. Treatment of hand luggage during use of the public bath

- When using the public bath, valuables (including but not limited to cash) and a room key must be either deposited at the front desk or stored appropriately in a valuables locker.
- Article 13.2 shall apply to the handling of items that are either stored in a valuables locker or deposited at the front desk.
- The Hotel shall not be liable for any loss or damage suffered by the Guest due to theft or unauthorized use of his/her room key by third parties, if the Guest failed to act in accordance with paragraph 1 (for example, valuables including but not limited to cash, or a room key left unattended in baskets in the changing room while the Guest was bathing). However, if there are reasons attributable to the Hotel, the Hotel shall compensate for such damage, and the compensation amount shall be limited to a maximum of ¥10,000 (ten thousand yen), except in the case of willful misconduct or gross negligence of the Hotel.

#### Article 16. Liability for parked vehicles

- While a Guest who wishes to use the drive-in parking area of the Hotel is provided with a parking space, the Hotel is not liable for the safe custody of a parked vehicle. However, the Hotel shall pay compensation for any loss or damage suffered by the Guest due to theft, the loss of or damage to a vehicle parked in the Hotel parking area or any items in such vehicle, or a motor vehicle accident, if the loss or damage occurred due to reasons attributable to the Hotel. The compensation amount shall be limited to a maximum of ¥100,000 (one hundred thousand yen), except in the case of willful misconduct or gross negligence of the Hotel.
- The provisions of Article 13.2 and Article 13.4 shall apply mutatis mutandis to indemnity liability due to accidents involving parked vehicles in the Hotel's parking facility which cannot be driven in or out of without the involvement of Hotel staff (including but not limited to a mechanical multistory garage).

#### Article 17. Liability of the Hotel

Notwithstanding the provisions of these Terms and Conditions, which limit the Hotel's indemnity liability, if a Guest has sustained damage due to the Hotel's failure to perform the accommodation contract or an agreement related thereto, or due to torts, and the Innkeepers' Liability Insurance taken out by the Hotel to cover such damage may be applied, the Hotel shall compensate for such damage. However, the compensation amount shall be limited to the maximum amount of insurance proceeds paid in compensation under the insurance policy, except in the case of willful misconduct or gross negligence of the Hotel.

#### Article 18. Liability of the Guest

- A Guest who, due to a violation of these Terms and Conditions or Hotel Room Rules of Use or other reasons attributable to the Guest, causes any loss or damage to the Hotel, including expenditure for cleaning and repair costs of hotel rooms and the loss of opportunity to accept hotel room reservations, shall be liable to compensate for the loss or damage incurred by the Hotel.
- If, due to grounds attributable to a Guest (hereinafter referred to as "aggrieving Guest"), any loss or damage is suffered by any other guests (hereinafter referred to as "aggrieved guests") and the Hotel has paid compensation for the loss or damage to the aggrieved guests, the Hotel may claim from the aggrieving Guest the damages equivalent to the amount paid by the Hotel to the aggrieved guests.

#### Article 19. Cleaning of hotel rooms

- If a Guest, who stays for two or more consecutive nights in the same room, requires room cleaning, the Guest must display the cleaning card, which is provided in the hotel room, outside the door of the hotel room. When the Guest has not displayed the cleaning card, in principle, the Hotel will not do the cleaning of the hotel room. However, the Hotel may clean the hotel room at any time considered to be necessary given the intent and purpose of laws and ordinances, etc.
- A Guest shall not refuse the room cleaning prescribed in the proviso of the preceding paragraph.

#### Article 20 Rules of using the pool

- A Guest shall be responsible for his/her own health when using the pool (hereinafter referred to as the "Pool") located in the Hotel (including the private pools in each hotel room of "Kumui no Yado" of the new annex "Villa Garden").
- A Guest shall comply with the following rules when using the Pool:
  - A Guest shall warm up and take a shower before entering the Pool;
  - A Guest who feels unwell, is injured, has a skin or heart disease, is prohibited from swimming by a medical doctor, is drunk, has a tattoo (including tattoo stickers, irrespective of the size and body parts bearing that) or is wearing body painting, shall be prohibited from using the Pool;
  - A child or a Guest requiring assistance shall be accompanied by his/her guardian. One guardian shall be able to accompany up to two children or Guests requiring assistance;
  - A Guest shall follow the instructions from the Hotel's staff;
  - A Guest shall always wear swimwear;
  - Use of snorkels and fins is prohibited; and
  - Diving into the Pool or underwater and other dangerous acts, and acts that disturb other Guests are prohibited.
- A Guest who uses the attraction for children, named the "Oasis Park", set up on the indoor pool of the main hotel "Ocean's Wing", shall comply with the rules of use established separately by the Hotel. Furthermore, when the Guest is a child, his/her guardian shall sign a consent form provided by the Hotel. Use of the Oasis Park is limited to elementary school-aged and older Guests, and a child under ten years old shall be accompanied by his/her guardian (one guardian per underage child).
- A Guest who does not comply with the provision prescribed in the preceding paragraph shall be prohibited from using the Oasis Park. Furthermore, a Guest who violates any of the items in paragraph 2 shall be leave the Pool in accordance with instructions from the Hotel's staff.

#### Article 21 Responsibility for using the pool

- The Hotel shall not be liable for any loss or damage suffered by the Guest due to accidents or trouble in the Pool (including but not limited to accidents or trouble between Pool users). However, if there are reasons attributable to the Hotel, the Hotel shall compensate for such damage, and the compensation amount shall be limited to a maximum of ¥100,000 (one hundred thousand yen), except in the case of willful misconduct or gross negligence of the Hotel.
- When using the Pool, the Guest shall be liable to keep and maintain his/her personal effects at his/her own risk, and valuables (including but not limited to cash), and the room key must be either deposited at the front desk or stored appropriately in a valuables locker equipped in the hotel room. Article 13.2 shall apply to the handling of items that are either deposited at the front desk or stored in a valuables locker.
- The Hotel shall not be liable for any loss or damage suffered by the Guest due to theft or unauthorized use of his/her room key by third parties, if the Guest failed to act in accordance with paragraph 1. However, if there are reasons attributable to the Hotel, the Hotel shall compensate for such damage, and the compensation amount shall be limited to a maximum of ¥10,000 (ten thousand yen), except in the case of willful misconduct or gross negligence of the Hotel.

#### Article 22. Court with Jurisdiction and Governing Law

- All disputes arising out of the accommodation contracts between the Guest and the Hotel shall, in the first instance, be subject to the exclusive jurisdiction of the Tokyo District Court or the Tokyo Summary Court.
- Accommodation contracts between the Guest and the Hotel shall be governed by and construed in accordance with the laws of Japan, without reference to conflict of laws principle.
- If these Terms and Conditions are prepared in multiple languages and there are any differences, inconsistencies, or other discrepancies between each version, the Japanese version shall prevail.

#### Article 23. Policy amendment

These Terms and Conditions may be revised from time to time as necessary. When these Terms and Conditions are revised, the Hotel shall post the revised Terms and Conditions and the effective date on the Hotel's website or in hotel rooms.

Chart 1 - Method of calculation of hotel room charges (related to Article 11)

Breakdown		
Hotel room charges	Basic hotel room charge	Room charge (including plan charges with various privileges) and service charge
	Supplementary charges	Charges for food and beverages and other usage charges
	Taxes	Tax including but not limited to consumption tax, bathing tax

Notes:

1. Hotel room charges are based on the price list displayed in the Hotel, brochures, and on the Hotel's website.
2. Hotel room charges for minors of up to elementary school-age are as follows, but such charges do not include the supplementary charges in chart 1 above:
  - (1) Elementary school-aged minors
    - (a) In the case that an adult accommodates with an elementary school-aged minor (hereinafter referred to as **"Minor"**) in the same room, the hotel room charge for the Minor is the same amount as that for adult. And, in the case that an adult accommodates with two or more Minors in the same room, the hotel room charge for the first Minor is the same amount as that of the adult, and the second, and subsequent Minors, is 80% of the adult rate per subsequent Minor;
    - (b) In the case that two or more adults accommodate with Minors in the same room, the hotel room charges for the Minors are 80% of that of the adults per person;
  - (2) Preschoolers
 

In the case that preschoolers accommodate and sleep in the same bed with adults, the hotel room charge for such preschoolers is free. However, the number of the preschoolers with no charge is only one person per bed, and in the case that the number of the preschoolers exceeds the number of the adults in the same room, the hotel room charges for such preschoolers as exceed the number of adults are 80% of that of the adults per person.
3. A preschooler may be provided with breakfast for free. A Minor who is provided with breakfast, shall be charged a breakfast charge equivalent to the discounted price which is in effect for Minors on a given day.

Chart 2 - Cancellation Charges (related to Article 5)

Chart 2.1 - Penalties during normal period

Number of Guests	No-show	On the Reservation Date	1 Day before the Reservation Date	2-3 Days before the Reservation Date	4-9 Days before the Reservation Date
Up to 14	100%	80%	50%	20%	None
15 or More	100%	80%	50%	20%	10%

Chart 2.2 - Penalties during periods of special events

Number of Guests	No-show	On the Reservation Date	1 Day before the Reservation Date	2-14 Days before the Reservation Date	15-30 Days before the Reservation Date
1 or More	100%	100%	80%	50%	30%

Notes:

1. **"%"** means the percentage of the hotel room charge (including charges for co-operative accommodation programs with other affiliated operators) which the Guest shall be charged by the Hotel as a penalty, that is to say, a cancellation charge.
2. **"Number of Guests"** means the scheduled number of Guests (including the number of Minor and preschooler who are charged accommodation charges pursuant to Chart 1) which has given notice of cancellation to the Hotel as of 10 days before the day not staying in chart 2.1 above, or 31 days before the day not staying in chart 2.2 above. **"On the Reservation Date", "1 Day before the Reservation Date", "2-3 Days before the Reservation Date", "4-9 Days before the Reservation Date"**, etc. means the number of days from the date of cancellation to each respective reservation date.
3. When the Guest cancels all or a part of his/her accommodation contracts, penalties shall be levied on all days or, pursuant to the preceding paragraph, on the persons among the scheduled number of Guests who will not stay due to cancellation, commencing from the day of cancellation to the day(s) originally scheduled for staying.
4. When the Hotel specifies the events and periods where the penalties described in chart 2.2 above apply, the Hotel shall post the relevant period on the Hotel's website and the website of other affiliated operators.
5. If the amount calculated in accordance with the cancellation policy of the other affiliated operators exceeds the amount calculated based on chart 2.1 and chart 2.2 above, the higher amount shall be charged as a penalty.
6. In addition to that set forth in each of the preceding paragraphs, the Hotel may set special provisions for penalties according to the details in accommodation contracts.

Chart 3 - Indemnification (Related to Article 12)

Number of Guests	On the Reservation Date	1 Day before the Reservation Date	2-3 Days before the Reservation Date	4-9 Days before the Reservation Date
Up to 14	100%	50%	20%	None
15 or More	100%	50%	20%	10%

Notes:

1. **"%"** means the percentage of the hotel room charge (including charges for co-operative accommodation programs with other affiliated operators) which the Hotel shall be charged by the Guest as indemnification.
2. **"Number of Guests"** means the scheduled number of Guests (including the number of Minors and preschoolers who are charged accommodation charges pursuant to Chart 1) which have given notice to the Hotel as of 10 days before the date on which the Guests will not stay at the Hotel. **"On the Reservation Date", "1 Day before the Reservation Date", "2-3 Days before the Reservation Date", "4-9 Days before the Reservation Date"** means the number of days from the date of terminating the accommodation contract until each date on which the Guests will not stay at the Hotel.

## HOTEL ROOM RULES OF USE

To ensure the safe and comfortable use of the facilities by the Guests and to preserve the Hotel's public nature, the Hotel has established the following rules integral to the Terms and Conditions for Accommodation. At the Hotel's discretion, violation of these Hotel Room Rules of Use may lead to termination of the accommodation contract pursuant to Article 6 of the Terms and Conditions.

### Details

1. Please deposit valuables at the front desk. When doing so, please indicate the type and value of the deposited items. However, the following articles may not be deposited:
  - (a) Items (including but not limited to cash) with value exceeding ¥500,000 (five hundred thousand yen);
  - (b) Equipment that includes information recording devices (including but not limited to PCs, mobile phones, and other IT equipment); and
  - (c) Items that include personal information (including but not limited to customer lists).
2. It is not permitted that the number of occupants of a hotel room exceeds the number stipulated in the accommodation contract. If, in the absence of a prior application with the Hotel, the number of occupants of a hotel room is found to exceed the number stipulated in the accommodation contract by the Hotel, usage charges for the number of excess occupants shall be billed and the excess occupants shall be asked to leave immediately from the Hotel.
3. The following acts shall be strictly prohibited on the Hotel premises:
  - (1) Use of electrical appliances (including but not limited to heating or cooking implements, laundry iron presses except if provided by the Hotel);
  - (2) Smoking (including but not limited to electronic cigarettes and heated tobacco) in bed or in other places where fires easily break out or outside the designated areas;
  - (3) Generating noise such as loud singing, being rude to others, disseminating offensive odors, and committing other acts repugnant and annoying to third parties;
  - (4) Bringing any of the following items onto the Hotel premises:
    - (a) Animals including birds (except for guide dogs);
    - (b) Statutory controlled substances (including but not limited to stimulants and narcotics);
    - (c) Combustible or inflammable explosives and volatile fuels, and hazardous chemicals harmful to human health;
    - (d) Firearms and swords in the absence of a license, and other similar articles;
    - (e) Goods in conspicuously large quantities or of a heavy weight;
    - (f) Odor-emitting articles;
    - (g) Refuse or items detrimental to hotel room hygiene;
    - (h) Items such as electrical appliances or cooking implements intended for use on the Hotel premises; and
    - (i) Other items which the Hotel considers as inappropriate to be brought into hotel rooms;
  - (5) Acts in violation of public order and morals;
  - (6) Distributing fliers, leaflets, and other advertisements to other guests;
  - (7) Changing the location of equipment and articles in the Hotel, or modifying, removing from the Hotel, or using such equipment and articles in ways other than originally intended;

- (8) Leaving personal effects outside hotel rooms;
  - (9) Accessing facilities not intended for use by guests;
  - (10) Ordering delivery of food and beverages from facilities which the Hotel does not approve;
  - (11) Using hair coloring or de-coloring agents, in the bathroom of hotel rooms and in the public bath;
  - (12) Lighting incense, among others, in hotel rooms;
  - (13) Profit-oriented activities;
  - (14) Attacking, stalking, making excessive demands, or offering money or gifts to Hotel staff; and
  - (15) Engaging in any other acts detrimental to the safety and hygiene of the Hotel premises.
4. The following acts shall be strictly prohibited in hotel rooms:
- (1) Use not for accommodation purposes;
  - (2) Meetings with external visitors;
  - (3) Posting of photographs or posters, or other displays disrupting the Hotel's exterior appearance on the windows of hotel rooms.
5. A Guest who has lost a room key shall incur the full cost necessary for changing the lock.
6. Use of parking space:
- (a) Parking is limited to one vehicle per person.
  - (b) It is not permitted, in principle, that the Guest parks a medium-sized or large-sized vehicle, except for a tour bus or special medical service vehicle, which exceeds the parking space for one vehicle.
  - (c) Guest's parking is, in principle, limited to the period between arrival and check-out time specified by the Hotel.
  - (d) Car washing in the parking area is, in principle, not permitted.
7. Guests with tattoos (including tattoo stickers) or body painting are prohibited to use the public bath, irrespective of the size and body parts bearing tattoos or body painting.
8. A Guest who uses the attraction for children, named the "Oasis Park", set up on the indoor pool of the main hotel "Ocean's Wing", shall comply with the following rules:
- (1) A child whose height is shorter than 110 centimeters, as well as any preschooler, shall not use the Oasis Park, even if his/her guardian accompanies him/her. However, such child who is accompanied by his/her guardian, may use the infant pool in the Oasis Park;
  - (2) A Minor who uses the Oasis Park, shall wear a life jacket;
  - (3) A Minor under ten years old shall be accompanied by his/her guardian (one guardian per such child). Furthermore, the guardian shall wear swimwear, be in the pool with his/her child, and watch his/her child's action closely so as not to cause any accident;
  - (4) The Guest shall comply with instructions of the lifeguard;
  - (5) Any dangerous acts, and acts that disturb other Guests are prohibited. When an accident is caused by such acts of a child, his/her guardian shall be solely responsible for such accidents;
  - (6) When a Guest violates any of the preceding items, the Hotel may refuse use of the Oasis Park and the Guest shall be asked to leave the Oasis Park in accordance with instructions from the Hotel's staff; and
  - (7) The Hotel shall not be liable for any loss or damage suffered by the Guest due to accidents or troubles, that are caused by a guardian's default of watch or his/her child's negligence in the Oasis Park, unless there are willful misconduct or gross negligence by the Hotel.

## Supplementary Provisions

These Terms and Conditions for Accommodation and the Hotel Room Rules of Use shall be applicable as of March 1, 2020 (hereinafter referred to as "**Effective Date**"); provided, however, that the previous Terms and Conditions and the previous Hotel Room Rules of Use shall apply to the accommodation contracts which have concluded before the Effective Date.