WeBase TAKAMATSU Terms and Conditions of Accommodation Contract

SCOPE OF APPLICATION Article 1

- Contracts for Accommodation and related agreements to be entered into between this Hotel and a Guest to be accommodated shall be subject to the terms and conditions stipulated herein. Any particulars not provided for herein shall be governed by laws and regulations and/or generally accepted practices.
- 2. Notwithstanding and without prejudice to the stipulations of the preceding Paragraph, in a case when the Hotel enters into a special contract with a Guest, insofar as such special contract does not violate laws, regulations and generally accepted practices, the special contract shall take precedence over the provisions of these terms and conditions.

APPLICATION FOR ACCOMMODATION CONTRACT

Article 2

- A Guest who intends to make an application for an Accommodation Contract (hereinafter called a "Reservation") with the Hotel shall notify the Hotel of the following particulars:
 - [1] Name(s) of the Guest(s) and phone number (or cell phone number);
 - [2] Date(s) of accommodation and estimated time of arrival;
 - [3] Accommodation Charges (based, in principle, on the Basic Accommodation Charges listed in the Table 1); and
 - [4] Other particulars deemed necessary by the Hotel.
- 2. In a case whereby a Guest requests, during the stay, extension of the accommodation beyond the dates in subparagraph [2] of the preceding Paragraph, it shall be regarded as making a new Reservation at the time such request is made.

CONFIRMATION OF ACCOMMODATION CONTRACT, ETC Article 3

- 1. An accommodation contract shall be deemed to have been confirmed when the Hotel confirms the application as stipulated in Article 2 hereinabove. However, the same shall not apply where it has been proved that the Hotel has not accepted the application.
- 2. When a Contract for Accommodation has been confirmed in accordance with the provisions of the preceding Paragraph, the Guest is requested to make a reservation deposit payment set by the Hotel within the limits of Contract Accommodation Charges covering the Guest's entire period of stay by the date specified by the Hotel.
- 3. Reservation deposit money shall be applied against the amount a Guest is required to settle upon conclusion of stay. In the event of a situation stipulated in Article 6 or Article 17 arising, deposit money shall be applied first against cancellation charge, then against compensation for any damages and if there should be any balance remaining, such remaining balance shall be refunded at the time of payment for Accommodation Charges as stipulated in Article 12.
- 4. In the event a Guest failing to make payment of reservation deposit money by the time specified in Article

3 Paragraph 2 hereinabove, the Hotel shall treat the Reservation as invalid. However, the same shall apply only in the case where the Guest is thus informed by the Hotel when the period of Payment of the deposit is specified.

SPECIAL CONTRACTS REQUIRING NO RESERVATION DEPOSIT MONEY Article 4

- 1. Notwithstanding the provisions of Paragraph 2 of the preceding Article, the Hotel may enter into a special contract requiring no reservation deposit money payment after making a Reservation.
- 2. In the case when the Hotel has not requested 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 the application for an Accommodation Contract has been accepted, it shall be treated as though the Hotel has accepted a special contract prescribed in the preceding Paragraph.

REFUSAL OF CONFIRMING ACCOMMODATION CONTRACT

Article 5

If any one of the following conditions applies, the Hotel may refuse to confirm an accommodation contract:

- [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 a Guest seeking accommodations is deemed liable to behave in a manner that will contravene the laws or act against the public order or good morals in using the Hotel;
- [4] When any one of the following conditions applies to a Guest seeking accommodations:
 - a. Designated organized crime group, as stipulated in Article 2-2 of the Act on Prevention of Unjust Acts by Organized Crime Group Members (1991 Law No. 77) (hereinafter collectively called "Organized Crime Group"), and a member of a designated organized crime group, as stipulated in Article 2-6 of the same law, or related thereto, or other antisocial forces;
 - b. Corporate entity or other forms of organization whose business activities are controlled by an Organized
 - Crime Group or a member thereof;
 - c. Corporate entity having a member of an Organized Crime Group serving on its board of directors or a member thereof.
- [5] When a person requesting Hotel accommodation is obviously intoxicated and could cause annoyance to other guests or when a person is behaving in such a manner as to be annoyance to other guests;
- [6] When a Guest seeking accommodation can be clearly detected as carrying an infectious disease;
- [7] When the Hotel received demands in a violent fashion or is requested to assume an unreasonable burden with regard to the Guest's accommodations.
- [8] When the Hotel is unable to provide accommodations due to natural climatic conditions, dysfunction of its facilities and/or other unavoidable causes;
- [9] When the provisions of Article 13 of Kagawa Prefectural

Ordinance are applicable.

[10] When the accommodation request is made after 11:00 P.M. of the accommodation date.

RIGHT TO CANCEL ACCOMMODATION CONTRACT BY A GUEST Article 6

- 1. A Guest is entitled to cancel an Accommodation Contract by so notifying the Hotel.
- 2. In a case when a Guest cancels an Accommodation Contract in whole or in part due to a cause(s) for which the Guest is liable (except in a case where the Hotel had specified a period in which the Guest is to pay the reservation deposit money in accordance with the provisions of Article 3 paragraph 1 and the Guest cancels prior to making such payment), cancellation charges as listed in the Table 2 shall become payable by the Guest. However, in the case when a special contract as prescribed in Article 4-1 has been concluded, the same shall apply only when the Guest is informed of the obligation of payment of cancellation charges in case of cancellation by the Guest.
- 3. In a case when a Guest fails to appear by 8 P.M. of the accommodation date (or 1 hours after the expected time of arrival if the Hotel had been informed in advance thereof) without the Guest contacting the Hotel, the Hotel may regard the Accommodation Contract as being canceled by the Guest and proceed to take the necessary procedures.

RIGHT TO CANCEL ACCOMMODATION CONTRACTS BY THE HOTEL Article 7

Aiticic /

- 1. The Hotel may cancel an Accommodation Contract in any one of the following cases;
 - [1] When the Guest is deemed liable to conduct or is found to have 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 any one of the following conditions applies to the Guest:
 - a. Organized Crime Group and a member thereof, or related thereto, or other antisocial forces;
 - b. Corporate entity or other forms of organization whose business activities are controlled by an Organized Crime Group or a member thereof;
 - c. Corporate entity having a member of an Organized Crime Group serving on its board of directors or a member thereof.
 - [3] When the Guest is obviously intoxicated and could cause annoyance to other guests or the Guest is behaving in such a manner as to be annoyance to other guests;
 - [4] When a Guest can be clearly detected as carrying an infectious disease;
 - [5] When the Hotel received demands in a violent fashion or is requested to assume an unreasonable burden with regard to the Guest's accommodations.
 - [6] When the Hotel is unable to provide accommodations due to natural climatic conditions and/or other causes of force majeure;
 - [7] When the provisions of Article 13 of Kagawa Prefectural Ordinance are applicable.
 - [8] When the Guest is found smoking in bed or 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.
- [9] When the Guests stay beyond the capacity of the accommodation.
- In a case when the Hotel cancels an Accommodation Contract in accordance with the preceding Paragraph, the Hotel shall be entitled to charge the Guest for any services including which the Guest has not yet received during the contractual period.

REGISTRATION Article 8

- 1. A Guest shall register the following particulars at the Reception of the Hotel on the day of accommodation;
 - [1] Name, address and phone number (or cellphone number) of each Guest;
 - [2] For a foreign national, nationality, passport number, port and date of entry in Japan;
 - [3] Date of arrival and departure, length of stay, and number of the Guests;
 - [4] Other particulars deemed necessary by the Hotel.
- 2. If a Guest intends to settle Accommodation Charges stipulated in Article 12 by any means other than Japanese currency, such as, coupon or credit card, applicable credentials shall be presented in advance at the time of the registration stipulated in the preceding Paragraph.

OCCUPANCY HOURS OF GUEST ROOMS Article 9

- 1. A Guest is entitled to occupy the contracted guest room of the Hotel from 3:00 P.M. until 11:00 A.M. of the following day. However, in a case when a Guest is accommodated over a number of consecutive days, the Guest may occupy the room all day long, except on the days of arrival and of departure
- 2. Notwithstanding and without prejudice to the provisions stipulated in preceding Paragraph, the Hotel may, permit a Guest to occupy the assigned room outside the time stipulated in the same Paragraph. In this case, 1,000 yen (per an hour/per person) shall become payable by the Guest.

COMPLIANCE WITH THE HOUSE REGULATION Article 10

A Guest of the Hotel is required to comply with the "HOUSE REGULATION" established by the Hotel, which are posted within the premises of the Hotel.

OPERATING HOURS Article 11

- 1. The business hours and information of the main facilities, the business hours of the main facilities, etc. of the Hotel are as follows, and those of other facilities, etc. shall be notified in detail by brochures as provided, posted at each location or by other means.
 - [1] Service hours of the Front Desk, cashier, etc.:
 - a. Closing time: N/A (Provided however, the main entrance will be locked from 1 A.M. to 5 A.M.)
 - b. Front desk: Open 24 hours (Provided however, Check-in / Check-out service time as follows)
 - [2] Check-In / Check-Out time
 - a. Check-in: from 3 P.M. to Midnight.
 - b. by 11 A.M.
- 2. The operating hours and/or services provided in the preceding Paragraph are subject to change without any prior notice in an event of unavoidable situation arising.
- 3. In regard to the Check-in/Check-out time, in a case when a special contract is set, the special contract shall take precedence over the provisions.

PAYMENT OF CHARGES Article 12

- 1. The breakdown and method of calculation of the Accommodation Charges, etc. payable by a Guest shall be in accordance with the Table 1.
- 2. Accommodation Charges, etc. as stated in the preceding Paragraph shall be paid with the reservation deposit, or Japanese currency (YEN), credit card acceptable to the Hotel or by other means at the Reception or with Automated Checkin machines at the time of the Guest's arrival or upon request by the Hotel.
- 3. Accommodation Charges shall be payable even in the event of a Guest voluntarily forfeiting the right to utilize the accommodation facilities and/or bedding materials offered by and made available by the Hotel for use by the Guest.

LIABILITIES OF THE HOTEL Article 13

- 1. The Hotel shall compensate a Guest for damages incurred by a Guest if the Hotel has caused such damages 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 a case where such damages had been caused due to reasons for which the Hotel is not liable.
- 2. The Hotel is covered by Hotel Liability Insurance to deal with unexpected fire and/or other disasters.

WHEN UNABLE TO PROVIDE CONTRACTED ROOM Article 14

- 1. The Hotel shall, when unable to provide a contracted room to a Guest, with the consent of the Guest, arrange an alternate accommodation with the same or as practicably the same conditions elsewhere for the Guest.
- 2. Notwithstanding and without prejudice to the provisions of the preceding Paragraph, in the event of the Hotel not being able to provide an alternate arrangement of another accommodation to a Guest, the Hotel shall pay the Guest

a compensation fee equivalent to the cancelation charges and said compensation fee shall be applied to compensation for damages the Guest incurs thereby. However, if the Hotel cannot provide an alternate accommodation and/or bedding material on account of causes for which the Hotel is not liable, the Hotel shall not compensate the Guest.

HANDLING OF DEPOSITED ARTICLES Article 15

The Hotel shall accept deposit of Guest's properties, cash or valuables.

The Hotel shall not compensate a Guest for loss, breakage or damages to any property of the Guest, including cash or valuables that the Guest had brought to the Hotel, other than if such loss, breakage or damages were caused intentionally or negligently by the Hotel. The Hotel shall

- 1. compensate the Guest for damages up to a maximum total amount of 10,000 yen, except in a case of such loss,
- 2. breakage or damage arising on account of intentional or gross negligence on the part of the Hotel.

CUSTODY OF BAGGAGE AND/OR BELONGINGS OF THE GUEST

Article 16

- 1. When baggage of a Guest is delivered to the Hotel before actual arrival of the Guest, the Hotel shall assume responsibility for safe keeping said baggage only in a case when such a request has been accepted by the Hotel in advance of delivery of the baggage. The baggage shall be handed over to the Guest (only if the name is written as a consignee) at the Reception at the time of the Guest checking in.
- 2. When the baggage or belongings of the Guest are found after check-out and ownership of the article is confirmed, the Hotel shall in principle wait for an inquiry from the owner of the article left and ask for further instructions. When no such instructions are given to the Hotel by the owner or when ownership is not confirmed, the Hotel shall handle it as follows:
 - a. Cash or valuables

The Hotel shall keep the article for 3 business days including the day it is found, and shall turn over to the nearest police station the following business

b. Other baggage or belongings

The Hotel shall keep the article for 1 month including the day it is found, and thereafter shall dispose of it at their discretion; provided, however, the Hotel may keep perishables, cigarettes, etc. only for 1 day.

3. The Hotel's liability with respect to custody of the Guest's baggage and belongings in a case of the preceding 2 Paragraphs shall be assumed in accordance with the provisions of Paragraph 1 of the preceding Article in the case of Paragraph 1 of the preceding Article, and the provision of Paragraph 2 of the preceding Article in the case of the preceding Paragraph.

LIABILITY OF A GUEST Article 17

In the event of a Guest causing damages to the Hotel on account of intentional or negligence on the part of the Guest, the Guest shall compensate the Hotel for such damages incurred by the Hotel.

JURISDICTION AND APPLICABLE LAWS Article 18

- 1. The Terms and Conditions and Terms and Conditions for Accommodation Contract set forth herein shall be governed by and construed in accordance with the laws of Japan.
- 2. Any disputes regarding the Terms and Conditions and Terms and Conditions for Accommodation Contract shall be brought to either the Tokyo District Court or the Tokyo Summary Court as the first instance of exclusive jurisdiction of the courts.

Revised on July 1, 2021

別表

[別表第1] 契約料金の内訳(第2条第1項及び第12条第1項関係)

[Table 1] Breakdown of Accommodation Charges (Ref. Article 2-1 and Article 12-1)

		内 訳 Breakdown		
契約料金 Total Amount payable by a Guest	宿泊料金 Accommodation Charge	宿泊客と当施設で宿泊契約が成立した際の宿泊料金 (室料、又は宿泊パッケージ料金) Accommodation charges which occur when a Contract for Accommodation has been confirmed between the Hotel and the Guest. (Room Fee, or Accommodation Package Fee)		
	追加料金 Extra Charge	宿泊客と当施設で別途合意した追加料金 Other usage charges confirmed by agreement between the Hotel and the Guest.		
	税金 Tax	消費税等法令により規定される諸税 Consumption Tax, etc. Taxes stipulated by laws and ordinance.		

(注)

1. 宿泊料金はホームページ、各宿泊サイト等に提示する料金表によります。

Remarks

Accommodation Charge is in accordance with price list provided on official website and/or booking platform, etc,

2. 子供料金はありません。

Same charges apply to both adults and children.

3. 小学生以下のお子様については、添い寝無料です。添い寝ではなく、ベッドが必要な場合には、 通常料金をいただきます。

Children of 12 and under are free of charge if they sleep on the same bed as the parent. Basic Accommodation charge will apply when extra bed is needed.

4. 未就学児については、ドミトリールームのご利用・ご宿泊はご遠慮いただいており、個室のみご宿泊可能となっております。

Please refrain from booking and/or using the dormitory floor with children under 6 years old. Accommodation for those children is only available in private rooms.

[別表第2] 違約金(第6条第2項関係)

[Table 2] Cancelation Charge (Ref. Article 6-2)

契約解除の通知を受けた日 Date of Notification 契約申込人数 Number in Party		不泊 No-show	当日 On day	前日 Previous day	3日前 3 days in advance	7日前 7 days in advance
一般 Individual	14名まで Up to 14	100%	80%	20%	_	_
団体 Group	15~99名まで 15 and over	100%	80%	30%	20%	10%
	100名以上 Over 99	100%	100%	80%	50%	30%

(注)

1. %は、契約料金(税込)に対する違約金の比率です。

Remarks

The percentages signify the rate of cancellation charge to the Basic Accommodation Charges (tax included).

2. 契約日が短縮した場合は、その短縮日数分の違約金を申し受けます。

When the number of days contracted is shortened, cancellation shall be paid by the Guest regarding the number of days shortened.

3. 団体客の宿泊契約について、特約を定めた場合については、その特約の定めるところによるものとします。

In regard to Accommodation Contract with a Group, in a case when a special contract is set, the special contract shall take precedence over the provisions.