

TERMS AND CONDITIONS FOR ACCOMMODATION CONTRACTS

(Scope of Application)

Article 1 Contracts for Accommodation and related agreements to be entered into between this Hotel and the Guests to be accommodated shall be subject to these Terms and Conditions. Any particulars not provided for herein shall be governed by laws and regulations and / or generally accepted practices.

2. In the case when the Hotel has entered into a special contract with the Guest insofar as such special contract does not violate laws and regulations and generally accepted practices, notwithstanding the preceding Paragraph, the special contract shall take precedence over the provisions of these Terms and Conditions.

(Application for Accommodation Contracts)

Article 2 A Guest who intends to make an application for an Accommodation Contract with the Hotel shall notify the Hotel of the following particulars:

- (1) Name of the Guest (s);
- (2) Date of accommodation and estimated time of arrival;
- (3) Accommodation Charges (based, in principle, on the Basic Accommodation Charges listed in the Attached Table No.1);
- (4) Other particulars deemed necessary by the Hotel.

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

(Conclusion of Accommodation Contracts, etc)

Article 3 A Contract for Accommodation shall be deemed to have been concluded when the Hotel has duly accepted the application as stipulated in the preceding Article. However, the same shall not apply where it has been proved that the Hotel has not accepted the application.

2. When a Contract for Accommodation has been concluded in accordance with the provisions of the preceding Paragraph, the Guest is requested to pay an accommodation deposit fixed by the Hotel within the limits of Basic Accommodation Charges covering the Guest's entire period of stay (3days when the period of stay exceeds 3 days) by the date specified by the Hotel.
3. The deposit shall be first used for the Total

Accommodation 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 as stated in Article 12.

4. When the guest has failed to pay the deposit by the date as stipulated in Paragraph 2, the Hotel shall treat the Accommodation Contracts 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 Accommodation Deposits)

Article 4 Notwithstanding the provisions of Paragraph 2 of the preceding Article, the Hotel may enter into a special contract requiring no accommodation deposit after the Contract has been concluded as stipulated in the same paragraph.

2. In the case when the Hotel has not requested the payment of the deposit as stipulated in Paragraph 2 of the preceding Article and / or has not specified the date of the payment of the deposit at the time the application for an Accommodation Contract has been accepted, it shall be treated as that the hotel has accepted a special contract prescribed in the preceding paragraph.

(Refusal of Accommodation Contracts)

Article 5 The Hotel may not accept the conclusion of an Accommodation Contract under any of the following cases:

- (1) When the application for accommodation does not conform with the provisions of these Terms and Conditions;
- (2) When the Hotel is fully booked and no room is available;
- (3) When the Guest seeking accommodation is deemed 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 the guest seeking accommodation is a member of an organized crime group designated under "the Law on the Prevention of Irregularities by Gangsters" or any person related to such a gang or any other anti-social forces;

- (5) When the Guest seeking accommodation is a corporate entity or other group the business activities of which are controlled by an organized crime group or such gangsters;
- (6) When the guest seeking accommodation is a corporate entity any director of which is regarded to be a member of a gang;
- (7) When the Guest seeking accommodation has made any conducts which would cause significant inconveniences to other accommodating guests;
- (8) When the Guest seeking accommodation has demanded, to accommodation facilities or accommodation facilities staff (employees), overbearing unjust acts such as violence, threat or blackmail, or has requested the Hotel to assume an unreasonable burden, or has proven to have made a similar conduct in the past;
- (9) When the Guest seeking accommodation can be clearly detected as carrying an infectious disease;
- (10) When the Hotel is unable to provide accommodation due to natural calamities, dysfunction of the facilities and / or other causes;
- (11) When it is feared that the person desiring the accommodation, being in a state of intoxication, may disturb other guests of this hotel. When the person behaves in a manner which gives disturbance to other guests (The Tokyo Metropolitan Ordinance)

(Right to Cancel Accommodation Contracts by the Guest)

Article 6 The Guest is entitled to cancel the Accommodation Contract by so notifying the hotel.

2. In the case when the guest has cancelled the Accommodation Contract in whole or in part due to causes for which the Guest is liable (except in the case when the Hotel has requested the payment of the deposit during the specified period as prescribed in Paragraph 2 of Article 3 and the Guest has cancelled before the payment), the Guest shall pay cancellation charges as listed in the Attached Table No.2. However, in the case when a special contract as prescribe in Paragraph 1 of Article 4 has been concluded, the same shall apply only when the guest is informed of the obligation of the payment of the cancellation charges in case of cancellation by the guest.
3. In the case when the Guest does not appear by 8 p.m. of

the accommodation date (2 hours after the expected time of arrival if the Hotel is notified of it) without an advance notice, the Hotel may regard the Accommodation contract as being cancelled by the Guest.

(Right to Cancel Accommodation Contracts by the Hotel)

Article 7 The Hotel may cancel the Accommodation Contract under any of the following cases:

- (1) When the Guest is deemed liable to conduct and/or 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 the Guest can be clearly detected as carrying an infectious disease;
- (3) When the Hotel is unable to provide accommodation due to natural calamities and/or other causes of force majeure;
- (4) When it is feared that the person desiring the accommodation being in a state of intoxication, may disturb other guests of this Hotel. When the person behaves in a manner which gives disturbance to other guests (The Tokyo Metropolitan Ordinance);
- (5) When the Guest has proven to be a member of an organized crime group designated under “the Law on the Prevention of Irregularities by Gangsters” or any person related to such a gang or any other anti-social forces;
- (6) When the Guest has proven to be a member of a corporate entity or other group the business activities of which are controlled by an organized crime group or such gangsters;
- (7) When the Guest has proven to be a member of corporate entity any director of which is regarded to be a member of a gang;
- (8) When the Guest has made any conducts which would cause significant inconveniences to other accommodating guests;
- (9) When the Guest has demanded, to accommodation facilities or accommodation facilities staff (employees), overbearing unjust acts such as violence, threat or blackmail, or has requested the Hotel to assume an unreasonable burden, or has proven to have made a similar conduct in the past;
- (10) When the guest has not followed “the Terms and

Conditions for Accommodation Contracts” provided by the Hotel;

- (11) When the Guest does not observe prohibited actions such as smoking in bed, mischief to the fire-fighting facilities and other prohibitions of the Use Regulations stipulated by the Hotel (restricted to particulars deemed necessary in order to avoid the causing of fires).
2. In the case when the Hotel has cancelled the Accommodation Contract in accordance with the preceding Paragraph, the Hotel shall not be entitled to charge the Guest for any of the services in the future during the contractual period which he has not received.

(Registration)

Article 8 The Guest shall register the following particulars at the front desk of the Hotel on the day of accommodation:

- (1) Name, age, sex, address and occupation of the Guest (s);
- (2) Except Japanese, nationality, passport number, port and date of entry in Japan;
- (3) Date and estimated time of departure; and
- (4) Other particulars deemed necessary by the Hotel.
2. In the case when the Guest intends to pay his Accommodation Charges prescribed in Article 12 by any means other than Japanese currency, such as coupons or credit cards, these credentials shall be shown in advance at the time of the registration prescribed in the preceding Paragraph.

(Occupancy Hours of Guest Rooms)

Article 9 The Guest is entitled to occupy the contracted guest room of the Hotel from 3:00p.m. to 12:00p.m. the next day. However, in the case when the Guest is accommodated continuously, the Guest may occupy it all day long, except for the days of arrival and departure.

2. The Hotel may, notwithstanding the previous prescribed in the preceding Paragraph, permit the Guest to occupy the room beyond the time prescribed in the same Paragraph. In this case, extra charges shall be paid as follows:
 - (1) Up to 3 hours: one third of the room charge
 - (2) Up to 6 hours: one half of the room charge
 - (3) More than 6 hours: room charge in full

(Observance of Use Regulations)

Article 10 The Guest shall observe the Use Regulation established by the Hotel, which are posted within the premises of the Hotel.

(Business Hours)

Article 11 The business hours of the main facilities, etc. of the Hotel are as listed in the Attached Table No. 3 and those of other facilities, etc. shall be notified in detail by brochures as provided, and notice displayed in each place service directories in guest rooms and others.

2. The business hours specified in the preceding Paragraph are subject to temporary changes due to unavoidable causes of the Hotel. In such a case, the guest shall be informed by appropriate means.

(Payment of Accommodation Charges)

Article 12 The breakdown and method of calculation of the Accommodation Charges, etc. that the Guest shall pay is as listed in the Attached Table No.1.

2. Accommodation Charges, etc. as stated in the preceding Paragraph shall be paid with Japanese currency or by any means other than Japanese currency such as traveler's checks, coupons or credit cards recognized by the Hotel at the front cashier's desk at the time of the departure of the Guest or coupon request by the Hotel.
3. Accommodation Charges shall be paid even if the Guest voluntarily does not utilize the accommodation facilities provided for him by the Hotel and are at his disposal.

(Liabilities of the Hotel)

Article 13 The Hotel shall compensate the guest for the damage if the Hotel has caused such damage to the Guest in the fulfillment or the nonfulfillment of the Accommodation Contract and/or related agreements. However, the same shall not apply in cases where such damage has been caused due to reasons for which the Hotel is not liable.

2. Even though the Hotel has received the "PASS MARK" (Certificate of excellence of Fire Prevention Standard Issued by the fire station), the Hotel is, furthermore, covered by Hotel Liability Insurance in order to deal with unexpected fire and/or other disasters.

(Handling When Unable to Provide Contracted Rooms)

Article 14 The Hotel shall, when unable to provide contracted rooms, arrange accommodation of the same

standard else-where for the guest insofar as practicable with the consent of the Guest.

2. When arrangement of other accommodation 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, the Hotel cannot provide accommodation due to causes for which the Hotel is not liable, the Hotel shall not compensate the Guest.

(Handling of Deposited Articles)

Article 15 The Hotel shall compensate the Guest for the damage when loss, breakage or other damage is caused to the goods, cash or valuables deposited at the front cashier's desk by the Guest, except in the case when this has occurred due to causes of force majeure.

2. The Hotel shall compensate the Guest for the damage when loss, breakage or other damage is caused, through intention or negligence on the part of the Hotel, to the goods, cash or valuables which are brought into premises of the Hotels by the Guest but are not deposited at the front cashier's desk. However, for articles of which the kind and value has not been reported in advance by the Guest, the Hotel shall compensate the Guest within the limits of 300,000 yen, except in case where loss or damage was caused intentionally or by gross negligence on the part of the Hotel.

(Custody of Baggage and/or Belonging of the Guest)

Article 16 When the baggage of the guest is brought into the Hotel before his 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 front desk at the time of his check-in.

2. When the baggage or belongings of the Guest is found left after his/her check-out, 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 the article for 7days including the day it has been found, and after this period, the Hotel shall turn it 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 case of Paragraph 2.

(Liability in Regard to Parking)

Article 17 The Hotel shall not be liable for the custody of the vehicle of the Guest when the Guest utilize the parking lot within the premises of the Hotel, as it shall be regard that the Hotel simply offers the space for parking, whether the key of the vehicle has been deposited to the Hotel or not. However, the Hotel shall compensate the Guest for the damage caused through intention or negligence on the part of the Hotel in regard to the management of the parking lot.

(Liability of the Guest)

Article 18 The Guest shall compensate the Hotel for the damage caused through intention or negligence on the part of the Guest.

Attached Table No.1 Calculation Method for Accommodation Charges, etc.
(Ref. Paragraph 1 of Article 2, Paragraph 2 of Article 3 and Paragraph 1 of Article 12)

		Contents								
Total Amount to be paid by the guest	Accommodation Charges	<ul style="list-style-type: none"> Basic Accommodation Charges (Including Service Charges) 								
	Extra Charges	<ul style="list-style-type: none"> Meals & Drinks and Other Expense Service Charge (Dinner or Banquet Use Only) 								
	Tax Calculation	<ul style="list-style-type: none"> Consumption Tax Accommodation Tax: <table border="1" style="margin-left: 20px;"> <thead> <tr> <th>Accommodation Charge: (per person, per night)</th> <th>Accommodation Tax: (per person, per night)</th> </tr> </thead> <tbody> <tr> <td>Less than ¥10,000</td> <td>Tax-free</td> </tr> <tr> <td>Between ¥10,000 and 14,999</td> <td>¥100</td> </tr> <tr> <td>¥15,000 or more</td> <td>¥200</td> </tr> </tbody> </table> 		Accommodation Charge: (per person, per night)	Accommodation Tax: (per person, per night)	Less than ¥10,000	Tax-free	Between ¥10,000 and 14,999	¥100	¥15,000 or more
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Less than ¥10,000	Tax-free									
Between ¥10,000 and 14,999	¥100									
¥15,000 or more	¥200									

Attached Table No.2 Cancellation Charge for Hotels (Ref. Paragraph 2 of Article 6)

	Individual 1 to 14	Individual 15 and more
No Show	100%	100%
Accommodation Date	80%	80%
1 Day Prior to Accommodation Date	20%	20%
9 Days Prior to Accommodation Date	-	10%

Remarks;

- The percentage signifies the rate of cancellation charge to the Basic Accommodation Charges.
- When the number of days contracted is shortened, cancellation charge for its first day shall be paid by the Guest regardless of the number of days shortened.
- When part of a group booking (for 15 persons or more) is cancelled, the cancellation charge shall not be charged for the number of persons equivalent to 10% of the number of persons booked as of 10 days prior to the occupancy (When accepted less than 10 days prior to the occupancy, as of the date) with fractions counted as a whole number.

Attached Table No.3 Business Hours (Ref. Paragraph 1 of Article 11)

(1) Service hours of front desk, cashier's desk, etc.	
A. Closing Time:	Open 24 hours at the entrance of this building
B. Front Service:	Open 24 hours
C. Exchange Service:	Open 24 hours
(2) Service hours (at facilities) for dining, drinking, etc.	
Please refer to the information in a room.	
(3) Service hours of auxiliary facilities	
Please refer to the information in a room.	

House Regulations

To ensure our Guests a safe and pleasant stay, the Agnes Hotel and Apartments Tokyo has established the following House Regulations in accordance with Article 10 of the Terms and Conditions for Accommodation Contracts. In the event a Guest fails to observe these House Regulations, the Agnes Hotel and Apartments Tokyo may choose not to permit further use by the Guest of the Guest's Hotel room and other facilities in the Hotel, pursuant to Article 7 of the Terms and Conditions for Accommodation Contracts. Guests may be held liable for damage in the event of an accident arising from neglect of these regulations.

(Use of Guest Rooms)

Article 1 Please see the inside of your guest room door for a map of emergency escape routes from your room.

- Persons not registered for accommodation must refrain from staying overnight in the Guest's Hotel room.
- Please understand that an extended stay in the Hotel does not engender legal rights relating to residency.
- The Hotel may refuse accommodations to minors accompanied by parents, relatives or other legal guidance, or unless written permission is received from parents or guardians permitting such stays. The Hotel may also refuse accommodation to persons who lack the capacity to reason due to mental impairment or temporary disturbance, or who are deemed to potentially affect the safety and comfort of other Guests in the Hotel.

(Guest Room Keys)

Article 2 When leaving your room, please make sure the door is locked.

- When signing for bills at the Hotel restaurants and bar, please show your room key.
- Please use the door latch whenever you are in your room.
- When checking out of the Hotel, please be sure to return your room key to the Front Desk. In the case of losing your room key, the Hotel may charge you a room key fee.

(Visitors)

Article 3 Please receive your visitors in the Lobby during night time.

- Please answer a knock at the door with the door latch attached or after checking through the peephole. Notify the Guest Service (Dial 2) of any suspicious persons.

(Guest Rooms)

Article 4 Please do not use inflammables for heating, candles, etc., in the guest room or the corridors without the consent of the Hotel.

- Please refrain from smoking in places that may easily catch fire, especially in bed.
- Please do not use guest rooms for business activities or private parties, as offices or for any purposes other than accommodation use, without the consent of the Hotel.
- Please do not rearrange guest room furnishings, or install or remodel the room's fixtures, without the consent of the Hotel.
- Please do not remove small furnishings or items from the guest rooms.
- Please do not place in the window items that may detract from the appearance of the Hotel.

(Valuables)

Article 5 Please deposit your cash, securities, jewelry and other valuables in a safety deposit box available in the room.

(Unclaimed Articles)

Article 6 Unclaimed articles shall be held for 3 months. Articles which remain unclaimed for over 3 months shall be treated, in accordance with the law, as items the owner has no interest in receiving.

(Lost and Found)

Article 7 Any item that is found shall be treated based on laws and ordinances.

(Use of the Parking Lot)

Article 8 Please do not leave any valuables or other items inside your car while it is parked. The Hotel does not accept responsibility for the loss or theft of any such articles while your car is parked.

- Please notify the Front Desk to receive a Parking Permission Slip when you use the Hotel parking lot.
- Please understand that the Hotel staff may not move your car on your behalf.
- Please observe the additional management regulations of the Hotel parking lot.

(Payment)

Article 9 Payment of charges incurred during use of the Hotel shall be settled with cash, coupons, traveler's checks, accommodation certificates, credit cards or a means accepted by the Hotel in place of such.

- 2 Please understand that a deposit may be requested upon your arrival at the Hotel.
- 3 You may be requested to settle your account at some point during your stay. If so, please make your payment at that time. A Guest failing to make payment when requested by the Hotel may be required to vacate his or her room.
- 4 In circumstances where a party other than the staying guest is to make payment for charges incurred by the Guest and payment is not made by the determined date, the Hotel shall request payment directly from the Guest.
- 5 Please understand that the Hotel does not advance money on purchases made at shops outside of the Hotel.
- 6 Please understand that equipment-usage fees are calculated for the use of telephones in the guest rooms.
- 7 Since, a 10% service charge is added to your bill in addition to taxes required by law, it is our policy to decline tips and other gratuities.

(Prohibited Matter)

Article 10 Please refrain from such activity as described below that may cause a nuisance to other guests of the Hotel.

- (1) Bringing dogs, cats, birds or other animals or pets into the Hotel.
- (2) Bringing explosives or inflammable substances into the Hotel.
- (3) Bringing potentially noxious or harmful substances into the Hotel.
- (4) Bringing into the Hotel any other items which possession of is prohibited by law.
- (5) Gambling, coercive, speech or conduct, behavior corrupting of public morals, or behavior, speech or conduct (including loud noises) that other guests may find abhorrent or that may cause a nuisance to other guests.
- (6) Leaving your guest room attired in pajama, slippers and the like.
- (7) Rearrangement of hotel furnishings or their use for other than their intended purpose.
- (8) Distribution of advertising or publicity literature, sales of goods, soliciting or other such activity within the Hotel.

(Resource Saving)

Article 11 Please cooperate with economies of electricity and water for the preservation of natural resources.

