

Terms and Conditions for Accommodation Contracts

Scope of Application

Article

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

1-2 In the case when the Hotel has entered into a special contract with the Guest in so far 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

2-1 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 Attached Table No. 1)
- (4) Other particulars deemed necessary by the Hotel.

2-2 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 Contract, etc.

Article

3-1 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.

3-2 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 the Basic

Accommodation Charges covering the Guest's entire period of stay (3 days when the period of stay exceeds 3 days) by the date specified by the Hotel.

3-3 The deposit shall be first used for the Total Accommodation Charge to be paid by the Guest, then secondly for the cancellation charge under Article 6 and thirdly for reparation under Article 18 as applicable, and the remainder, if any, shall be refunded at the time of the payment of the Accommodation Charge as stated in Article 12.

3-4 When the Guest has failed to pay the deposit by the date as stipulated in Paragraph 2, the Hotel shall treat the Accommodation Contract as invalid. However, the same shall apply only in the case where the Guest is thus informed by the Hotel when the period of payment of the deposit is specified.

Special Contracts Requiring No Accommodation Deposit

Article

4-1 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.

4-2 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

5-1 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 can be clearly detected as carrying an infectious disease.

(5)When the Hotel is requested to assume an unreasonable burden in regard to his accommodation.

(6)When the Hotel is unable to provide accommodation due to natural calamities, disfunction of the facilities and/or other unavoidable causes.

(7)When the Guest appears liable to conduct, or in fact conducts, himself in a disorderly manner, or when the Guest disturbs or annoys other guests, especially when the Guest is heavily intoxicated Article No.4 of Kanagawa Prefectural Government Ordinance).

Right to Cancel Accommodation Contracts by the Guest

Article

6-1 The Guest is entitled to cancel the Accommodation Contract by so notifying the Hotel.

6-2 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 Attached Table No. 2. However, in the case when a special contract as prescribed 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 charge in case of cancellation by the Guest.

6-3 In the case when the Guest does not arrive by 10:00 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

7-1 The Hotel may cancel the Accommodation Contract under any of the following cases:

(1)When the Guest is deemed liable to conduct and/or has conducted himself in a manner that contravenes the laws or acts against the public order and good morals in regard to his a accommodation.

(2)When the Guest can be clearly detected as carrying an infectious disease.

(3)When the Hotel is requested to assume an unreasonable burden in regard to his accommodation.

(4)When the Hotel is unable to provide accommodation due to natural calamities and/or the causes of force majeure.

(5) When the Guest appears liable to conduct, or in fact conducts, himself in a disorderly manner, or when the Guest disturbs or annoys other guests, especially when the Guest is heavily intoxicated (Article No.4 of Kanagawa Prefectural Government Ordinance)

(6) 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).

7-2 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 which he did not receive during the contractual period.

Registration

Article

8-1 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) For those except Japanese, nationality, passport number, port and date of entry into Japan.

(3) Date and estimated time of departure.

(4) Other particulars deemed necessary by the Hotel.

8-2 In the case when the Guest intends to pay his Accommodation Charge prescribed in Article 12 by any means other than Japanese currency, such as traveler's cheques, 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

9-1 The Guest is entitled to occupy the contracted guest room of the Hotel from 3:00 p.m. to 12:00 noon 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.

9-2 The Hotel may, notwithstanding the provisions 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) Weekdays (Monday to Friday) 2,000 yen (tax included) every hour after 12:00 noon

(2) Saturdays, Sundays, and holidays 3,000 yen (tax included) every hour after 12:00 noon

(3) Common all day After 14:00 p.m. 100% of accommodation on the day

Observance of Use Regulations

Article

10-1 The Guest shall observe the Use Regulations established by the Hotel, which are posted within the premises of the Hotel.

Business Hours

Article

11-1 The business hours of the main facilities shall be made known in detail by brochures notices, hotel directories in guest rooms and so on

(1) Service hours of front desk, cashier's desk, etc.

A. Main lobby entrance: open 24 hours

B. Front reception and Cashier's Desk: open 24 hours

C. Exchange service: open 24 hours

(2) Service hours (at facilities) for dining, drinking, etc.

A. Breakfast THE sea (3rd FL.) 7:00a.m.-10:00a.m.etc

B. Lunch THE sea (3rd FL.) 11:30a.m.-2:30p.m.etc

C. Dinner THE sea (3rd FL.) 5:30p.m.-9:00p.m.etc

11-2 The business hours specified in the preceding Paragraph are subject to temporary changes due to unavoidable causes of the Hotel. In such cases, the Guest shall be informed by appropriate means.

Payment of Accommodation Charges

Article

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

12-2 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 cheques, coupons or credit cards recognized by the Hotel at the front desk at the time of the departure of the Guest or upon request by the Hotel.

12-3 Accommodation Charges shall be paid even if the Guest voluntarily does not utilize the accommodation facilities provided for him by the Hotel and that are at his disposal.

Liabilities of the Hotel

Article

13-1 The Hotel shall compensate the Guest for damage if the Hotel has caused such damage to the Guest, 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. 13-2 Even though the Hotel has received the "PASS MARK" (Certificate of Excellence of the Prevention Standard issued by the fire station), the Hotel is covered by Hotel Liability insurance in order to deal with unexpected fire and /or other disasters.

Handling When Unable to Provide Contracted Rooms

Article

14-1 The Hotel shall, when unable to provide contracted rooms, arrange accommodation of the same standard elsewhere for the Guest in so far as practicable with the consent of the Guest.

14-2 When arrangement of other accommodation cannot be made notwithstanding the provisions of the preceding Paragraph, the Hotel shall pay the Guest a compensation fee equivalent to the cancellation charges and the compensation fee shall be applied to the reparations. However, when the Hotel cannot provide accommodation due to causes for which the Hotel is not liable, the Hotel shall not compensate the Guest.

Payment of Accommodation Charges

Article

15-1 The Hotel shall compensate the Guest for damages when loss, breakage or other damage is caused to goods, cash or valuables deposited at the front desk by the Guest except in the cases when this has occurred due to causes of force majeure. 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 300,000yen.

15-2 The Hotel shall compensate the Guest for damage when loss, breakage or other damage is caused, through intention or negligence on the part of the Hotel, to goods, cash or valuables which are brought into the premises of the Hotel by the Guest but are not deposited at the front 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 limit of ¥300,000.

Custody of Baggage and/or Belongings of the Guest

Article

16-1 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.

16-2 When the baggage or belongings of the Guest are found left behind after his check-out, and the ownership of the article is confirmed, the Hotel shall inform the owner of the article lest 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 a minimum 7 days including the day it is found; and after this period, the Hotel shall turn it over to the nearest police station.

16-3 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

17-1 The Hotel shall not be liable for the custody of the vehicle of the Guest when the Guest utilizes the parking lot within the premises of the Hotel, as to shall be regarded 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 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

18-1 The Guest shall compensate the Hotel for damage caused through intention or negligence on the part of the Guest.

		Contents	Consumption Tax
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Total Amount to	Accommodation Charges	(1) Accommodation Charge (Room Charge) (2) Service Charge (1) x 10% (3) Tax	$(1 + 2) \times 10\%$	be paid by the

Attached Table No.1

	Meal Charges	(4) Meals & Drinks (or Extra Meals & Drinks) (5) Service Charge (6) Tax	$(4 + 5) \times 10\%$
	Other Charges	(7) Telephone, Telex & Facsimile (8) CATV (television) (9) Laundry (10) Other charges made during the guest's stay (11) Tax	$(7), (8), (9), (10) \times 10\%$

Remarks:

- 1.A fee of ¥5,000 will be charged for the use of a sofa bed or an extra bed.
- 2.The hotel bill will be marked Tax and Local Tax for Consumption Tax.
- 3.All room rates are inclusive of taxes.

Attached Table No. 2

Cancellation charges (Ref. Paragraph 2 of Article 6)

Contracted Number of Guests \ Date when Cancellation of Contract is Given		No Show	Accommodation Day	1 Days Prior to Accommodation Day	9Day Prior to Accommodation Day	20 Days Prior to Accommodation Day
Individual	1 to 14	100%	80%	20%		
Group	15 to 99	100%	80%	20%	10%	
	100 or more	100%	100%	80%	20%	10%

Remarks:

1. The percentages signify the rate of cancellation charges as against the Basic Accommodation Charges.
2. When the number of days contracted is shortened, a cancellation charge for the first day shall be paid by the Guest regardless of the number of days shortened.
3. 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.

Disclaimer computer communication

Article

19-1 In using computer communication from inside the Hotel, the Guest shall do the communication at his/her own liability. When service suspends during the use of computer communication by the Guest due to a system trouble or to other reasons, we shall not be liable whatsoever for any loss which the user suffers as a result of the suspension of the service. Further, when damage arises to us or to a third party by an act of the Guest in his/her use of computer communication, the act being judged by us to be improper, the Guest shall compensate for the damage.

Rules of Conduct

The New Otani inn takes this opportunity to welcome you and invite you to make full use of our facilities. You are Kindly requested to observe the following hotel rules so that you stay with be an enjoyable one. The rules are outlined in Article 10 of the Provisions Governing Accommodations. In the event that the guests do not observe the rules, the Hotel may be obliged to cancel accommodations and related contracts under Article 7 of the Provisions Governing Accommodations.

Guest are requested to observe the following rules:

[1] ROOM USE

1. Do not use the guest rooms for purposes other than sleeping, eating and drinking.
2. Do not order meals or drinks from outside the Hotel, or bring in food or beverages unless authorized.
3. Please use the lobby when meeting a visitor.

4. Minors are not allowed to stay at the Hotel without the consent of their parents or guardians.
5. Japanese laws pertaining to lease holding rights and residential rights are not applicable to long-term accommodation.
6. Guests who are not registered are not allowed to stay in guest rooms.
7. Check the location of the emergency routes and exits, as posted in your room.
8. Do not use the room or hallway for cooking, ironing or heating. Do not use any candles or devices with exposed flames.
9. Do not hang laundry over bracket.
10. Do not use electrical devices in excess of 1.5 kw.

[2] ROOM KEY

1. Room key should be returned to the Front Office when checking out. The Hotel will charge for the actual cost of replacement of any key which is lost or not returned.
2. Check visitors to your room through the door-scope. Dial 88, the Assistant Manager if you are concerned about a suspicious person.

[3] VALUABLES AND UNCLAIMED PROPERTY

1. Deposit money and valuables in the safety deposit box at the Front Desk. Use of the safety deposit box is limited to the period of registered stay at the Hotel. Please note that we will not take responsibility for lost or stolen property left in your room or public spaces.

Artwork and antiques can not be deposited for safekeeping.

2. Each of the facilities in the Hotel which accept your possessions for safekeeping is responsible for its safety and return.
3. Please note that any property left in the Hotel will be handled according to the regulations on lost articles, after a certain period of time (See #4).

[4] PAYMENT

1. Payment for use of the Hotel should be made upon departure at the Front Desk. Please note in certain situations we may ask for payment during your stay.
2. Please note that we may ask for a deposit upon your arrival.
3. Payment for delivery service, taxis, tickets and shopping must be paid at the time of use or purchase.
4. Outside calls from your room will be charged to your bill.

[5] CUSTOMER CLUB MEMBERSHIP

1. The Hotel reserves the right to cancel the membership of members (New Otani Club) who abuse their privileges or break hotel rules.

[6] CRIMINAL ORGANIZATIONS AND THREATS TO PUBLIC SAFETY

1. Criminal organizations and their members as specified in the restrictions on Prevention of Unreasonable Behavior by Gangsters (enforced on March 1, 1992) will not be accepted as guest by the Hotel. (Guests who are discovered after having made a reservation to belong to criminal organization shall be refused the services of the Hotel as of the time of such discovery.)
2. Anti-social organization and their members (i.e., gangs, radical groups and their members) will not be accepted as guests by the Hotel. (Guests who are discovered after having made a reservation to belong to a criminal organization shall be refused the service of the Hotel as of the time of such discovery.)
3. If violence, threats, blackmail, coercion or similar behavior is reported, we will immediately request any person exhibiting or responsible for such behavior to leave the Hotel. Also, any person who exhibited or was responsible for such behavior in the past will not be accepted as a guest of the Hotel.
4. We may ask anyone who is behaving in an extremely irresponsible manner (e.g., a mentally-disabled person who is not in control of his/her actions or a person with diminished capacity caused by drugs) to leave the Hotel at once, if we believe that person may endanger, annoy or disturb guests and visitors.
5. Do not annoy other guests by making loud noises in your room. Do not gamble and do not commit any offense against public decency or public order.
6. Please note that any person with a history of any behavior similar to that mentioned above will not be accepted as a guest by the Hotel.

[7] PARKING LOT

1. Please follow the instructions of our parking lot staff.
2. Do not leave valuables or other property inside your car. We will not take responsibility for property lost or stolen from your car while it is parked on hotel property.
3. Advertising caravans with public announcement of any kind are not allowed on hotel premises.
4. Anyone using the parking lot must comply with the regulations of the parking lot management.

[8] DISTURBANCES

1. Do not use the Hotel for the distribution of promotional business materials, affixing or posters, or selling or display of commodities.
2. The Hotel reserves exclusive rights over the use of the Hotel's name and address, photographs, drawings or film of the Hotel, trademarks and logo marks. None of the above may be used in any way without prior permission of the Hotel.
3. Do not move furniture from its fixed position or alter or rearrange the room fixtures in the room without prior permission from the Hotel officials. The Hotel may charge guests for the cost of repairs to any furniture or equipment damaged in the guests' rooms.
4. Do not leave your belongings in the lobby or the hallway at any time.
5. Do not bring into the Hotel any of the following: animals, (excluding guide dogs for the physically disabled)*, birds, offensive-smelling items (including incense), guns and swords, gasoline, explosives, flammable items or bulky objects.

*(Please advise the hotel upon making your reservation if you will be accompanied by a guide dog)

6. Please be respectful of other guests when using your cellular phone.
7. Gathering or political activities of any kind without permission on our property are not allowed.
8. Wearing or showing any publicity type materials such as headdress, body boards or placards and waving, carrying or putting up of banners are not allowed on hotel premises.