

# *Terms and Conditions for Accommodation Contract at HOTEL TAVINOS Kyoto*

## **Scope of Application**

### **Article 1.**

Accommodation Contract and related agreements to be entered into between this Hotel and the Guest to be accommodated shall be subject to these Terms and Conditions. And any particulars not provided for herein shall be governed by laws and regulations and/or generally practices.

2. In the case when the Hotel has entered into 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 Contract**

### **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 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 Contract, etc.**

### **Article 3.**

The Accommodation Contract shall be deemed as a concluded contract when the Hotel has duly accepted the application as stipulated in the preceding Article. However, the same shall not apply when it has been proven that the Hotel has not accepted the application.

2. When a Accommodation Contract 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 (3 days when the period of stay exceeds 3 days) by the date specified by the Hotel.
3. The application fee will serve as the final accommodation fee for the residents. If the situation applicable to the provisions of Articles 6 and 19 occurs, it shall be operated in the order of first serving as liquidated damages and then serving as compensation. If there is any balance, it will be returned when the fees stipulated in Article 13 are paid.
4. When the Guest fails to pay the deposit by the date as stipulated in Paragraph 2, the Hotel shall consider the Accommodation Contract as invalid. However, this will be applied only in the case when the Hotel has informed the Guest the period of payment of the deposit is specified.

## **Special Contracts Requiring No Accommodation Deposit**

### **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 party of gang , gangster, organization related to gang, or any other antisocial organization;
- (5) When the Guest seeking accommodation is a corporation or a group controlled by gang or gangster;
- (6) When the Guest seeking accommodation is a corporation of which executive has any relations to gangster;
- (7) When the Guest seeking accommodation in fact conducts himself to disturb or annoy other guests;
- (8) When the Hotel is requested to assume an unreasonable burden in regard to his accommodation;
- (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 unavoidable causes;

## **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 listed in the Attached Table No.2 and 3. 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 charges by the Guest.
3. In the case when the Guest does not appear 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.**

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 or 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 the Guest appears liable to conduct, or in fact conducts himself in a disorderly manner; when the Guest disturbs or annoys other guests or especially when the Guest is heavily intoxicated;
  - (5) When the Guest seeking accommodation is a party of gang , gangster, organization related to gang, or any other antisocial organization;
  - (6) When the Guest seeking accommodation is a corporation or a group controlled by gang or gangster;
  - (7) When the Guest seeking accommodation is a corporation of which executive has any relations to gangster;
  - (8) When the Hotel is requested to assume an unreasonable burden in regard to his accommodation;
  - (9) When the Guest does not observe prohibited actions such as smoking in the hotel, 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) Foreigners should register their nationality, passport number, previous place of residence and date of entry.
  - (3) Departure date and next accommodation
  - (4) Other particulars deemed necessary by the Hotel.
2. In the case when the Guest intends to pay his Accommodation Charges prescribed in Article 13 by any means other than Japanese currency, such as gift certificates (gift coupons), 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 3:00 p.m. to 11:00 a.m. the next morning.

However, in the case when the Guest is accommodation continuously, except for the days of arrival and departure, the Guest may occupy the room all day long.

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) Before 2:00 p.m., 1,000 yen (excluding consumption tax) is charged per room per hour.
  - (2) After 2:00p.m. room charge in full

## **Cleaning of Guest Rooms**

### **Article 10**

The guest room may be cleaned from 11:00 a.m. to 3:00 p.m.

2. Only towel can be changed and rubbish can be recovered during accommodation period unless otherwise entrusted especially.

However, on the third day from the next day of registration, the bed shall be made, the bedsheet shall be changed and the bathroom shall be cleaned (for free) .

(Comply with the Attached Table No.4 in principle);

Extra charge shall be paid if the guest requires the room can be cleaned every day. (2000 yen per day exclusive of tax)

## **Observance of Use Regulations**

### **Article 11.**

The Guest shall observe the Use Regulation established by the Hotel, which are posted in this Hotel.

## **Refusal of Continued Occupancy or Use of Facilities**

### **Article 12.**

This Hotel may refuse the continued occupancy by a guest or the use of any facilities in this Hotel by a guest, even for the accommodation period accepted by this Hotel, in the following circumstances:

- (1) Upon the occurrence of a situation falling within the purview of sub-paragraph (3) through (10) of Article 5.
- (2) When the Guest does not observe the rules stated in the preceding Article.

## **Business Hours**

### **Article 13.**

The business hours of the main facilities, etc. of the Hotel are as follows, and those of other facilities, etc. shall be notified in notices displayed in each place, service directories in TV at guest rooms and others.

- (1) Service hours of front desk                    06 : 00~24 : 00
- (2) Lobby's lounge                                    06 : 00~24 : 00        ※ Snack service 06 : 30~10 : 00

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 14.**

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 (excluding personal checks) such as gift certificates (gift coupons), coupons or credit cards recognized by the Hotel at the front desk at the time of arrival of the Guest or upon 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 15.**

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

2. The Hotel is covered with the Hotel Liability Insurance to cope unexpected fire and/or other disasters. The Hotel has also received the "PASS MARK" (certificate of excellence of Fire Prevention Standard issued by the fire station).

## **Handling When the Hotel is unable to Provide Contracted Rooms**

### **Article 16.**

The Hotel shall, when unable to provide contracted rooms, arrange accommodation of the same standard elsewhere 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, when 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 17.**

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 desk by the Guest, except in the case when this has occurred due to causes of force majeure. However, for the case of cash and valuables, if the Guest has failed to report its kind and value when as requested by the Hotel, the Hotel shall compensate the Guest within the limits of 150,000 yen.

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 the premises of the Hotel by the Guest but are not deposited at 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 limits of 150,000 yen.

## **Custody of Baggage and/or Belongings of the Guest**

### **Article 18.**

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 check-out, the Hotel shall keep the article for 7 days including the day it is found, and after this period, the Hotel shall turn it over to the nearest police station.

3. The Hotel 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 19.

When residents use the parking lot inside and outside the hotel building, they should follow the parking lot usage rules informed by the parking lot. However, no matter whether the vehicle key has been stored or not, the hotel will not assume responsibility for vehicle management because it is the location introduced or guided by the hotel.

### Liability of the Guest

#### Article 20.

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

### Governing Language

#### Article 21.

This agreement is made in Japanese, English, Chinese and Korean. In the event of any inconsistency or difference between the two versions of these provisions, the Japanese version shall prevail in all respects.

### Jurisdiction and Applicable Laws

#### Article 22.

Any dispute arising from or in relation to these provisions shall be referred to the Japanese court having jurisdiction over the location of this Hotel and resolved in accordance with applicable Japanese laws.

Attached Table No. 1

Calculation method for Accommodation Charges, etc. (Ref. Paragraph 1 of Article 2 and Paragraph 1 of Article 13)

		Contents
Total Amount to be paid by the Guest	Accommodation Charges	①Accommodation Charge (Room Charge) ②Consumption Tax (①×Consumption tax rate) ③Accommodation tax in Tokyo Metropolis ※ based on ① 's expense +100 yen or +200 yen
	Extra Charges	④Other royalties ⑤Consumption Tax (④×Consumption tax rate)

Attached Table No. 2

Cancellation Charge for The Hotel (Ref. Paragraph 2 of Article 6)

Date When Cancellation of Contract is Notified	Contracted Number of Guests	
	Individual 1 to 14	Group 15 and more
No Show	100%	100%
Accommodation Day	80%	80%
1 Day Prior to Accommodation Day	20%	20%
9 Days Prior to Accommodation Day		10%

Remarks:

- The percentage signifies the rate of cancellation charge to the 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 fraction counted as a whole number.

Attached Table No.3

Cancellation Charge during the event (Ref. Paragraph 2 of Article 6)

Contracted Number of Guests	Individual 1 and more
Date When Cancellation of Contract is Notified	
No Show	100%
7 Days Prior to Accommodation Day	100%
60 Days Prior to 8 Days Prior	50%

Remarks:

1. The following cancellation fees will be applied during periods in which large-scale events, as defined by the hotel, are held.

Attached Table No.4

Cleaning Schedule for Accommodation (On the third day from the next day of registration, the guest room shall be cleaned.)

Days of accommodation	Check-in date	The 2 <sup>nd</sup> day	The 3 <sup>rd</sup> day	The 4 <sup>th</sup> day	The 5 <sup>th</sup> day	The 6 <sup>th</sup> day	The 7 <sup>th</sup> day	The 8 <sup>th</sup> day
3 days and 2 nights	◎	×	Check out					
4 days and 3 nights	◎	×	×	Check out				
5 days and 4 nights	◎	×	×	○	Check out			
6 days and 5 nights	◎	×	×	○	×	Check out		
7 days and 6 nights	◎	×	×	○	×	×	Check out	
8 days and 7 nights	◎	×	×	○	×	×	○	Check out

Remarks:

1. If you wish to clean every day, please apply at the front desk.
  2. If you wish to clean every time, please inform us with the room cleaning card before 14:00 the day before.
- ※ 1.2 A total charge of 2,000 yen (excluding tax) /1 day