

Excelsior HOTEL

Provisions Governing Accommodation

Application of Provisions

Article 1. Accommodation contracts and related contracts to be entered into by this hotel shall be in accordance with these provisions and particulars not provided for in these provisions, shall be made in accordance with the laws and customary practices.

2. Notwithstanding the previous paragraph, this hotel may enter into special agreements to the extent that they will not run counter to the spirit of these provisions, the laws and customary practices.

Rejection of Accommodation Requests

Article 2. This hotel may refuse to provide accommodation in the following circumstances:

- (1) When the accommodation request does not come under these provisions.
- (2) When this hotel is booked full and no room is available.
- (3) When a person seeking accommodation is deemed liable to conduct himself in a manner contrary to that provided in the laws or the maintenance of public peace and good morals, through his stay in this hotel.
- (4) When a person seeking accommodation can be clearly detected as being afflicted with an infectious disease.
- (5) When requested to bear a special burden, as regards the accommodation.
- (6) When this hotel is incapable of providing the accommodation due to natural calamities, damage to its facilities and other unavoidable causes.
- (7) When a person seeking accommodation can be clearly detected as a drunken person, who is in danger of giving other guests much trouble.
- (8) When a person is that had been guests be come under article 12 past.

Clarification of Name etc.

Article 3. When this hotel has accepted a request for accommodation in advance of the day of occupancy (hereinafter called request for accommodation reservation) it may request the person marking the reservation to clarify the following particulars, within a designated period.

- (1) Name, sex, nationality and occupation of the person(s) occupying the accommodation.
- (2) Other particulars deemed necessary by this hotel.

Reservation Deposit

Article 4. When this hotel has accepted request for reservation of accommodation, it may request the payment of a deposit, limited to charge of accommodation for the period of stay (when the period of stay is over 3 days, it shall be for 3 days) within a designated period.

2. When the deposit in the previous paragraph comes within the scope of the following articles, it shall be made to cover the cancellation charge with any remainder refunded.

Cancellation of Reservation

Article 5. When the person making the reservation cancels the whole or a part of the reservation made, this hotel shall receive payment for the cancellation as stipulated in the cancellation charge, shown hereunder. However, this provision shall not apply to parties (referring to groups with 15 paying members and more the same hereafter) up to 10% of its number, as of 10 days prior to occupancy, (when this hotel has accepted the reservation later than this date, then the

date of acceptance shall apply)–with fractions counted as whole–when such cancellation was made for a portion of the group.

2. This hotel may consider the reservation for accommodation as having been cancelled by the person making the reservation, when the guest(s) do not appear by 9:00p.m. of the day of occupancy and when he has not contacted this hotel beforehand. (When the hour of arrival is more or less stated, then it shall be 2 hour after that hour.)

3. When the reservation has been considered as cancelled, in accordance with the previous paragraph, but if the guest is able to show that his failure to appear without contact was due to the delay or non–arrival of the train, airplane or other public conveyances and not to any cause due to him, this hotel will not receive the cancellation charge.

Article 6. In addition to that provided for elsewhere, this hotel shall be enabled to cancel the reservation for accommodation in the following circumstances:

(1) When it comes under clause 3 to 8 article 2.

(2) When the clarification of particulars in clause 1 of article 3 has been requested and not complied with, within the designated period.

(3) When payment of the reservation deposit, stipulated in article 4 paragraph 1, has been requested and not complied with, within the designated period.

2. When this hotel has cancelled the reservation for accommodation, in accordance with the previous paragraph, it shall refund any deposit received for the reservation.

Registration

Article 7. Guests shall register the following particulars with this hotel at the front office, on the day of their arrival.

(1) Particulars stated in clause 1 of article 3.

(2) In the case of foreigner, his passport number, place of landing and date of landing in Japan.

(3) Time and date of departure.

(4) Other particulars deemed necessary by this hotel.

Check–Out Time

Article 8. The hour for vacating the room by the guest (check–out time) shall be 10:00a.m.

2. The previous paragraph notwithstanding, this hotel may accede to the use of the room beyond the check–out time. In such a case, there is an additional charge as listed here–under.

ADDITIONAL CHARGE

(1) Until 1:00 p.m. ···30% of room charge

(2) Until 3:00 p.m. ···50% of room charge

(3) After 3:00 p.m. ···A full room charge

Payment of Bills

Article 9. Payment of bills shall be made in Japanese currency or traveller's cheques and coupons recognized by this hotel at the front office cashier of this hotel, at the time of the guest's departure or when requested by this hotel. However, the hotel cannot accept personal checks.

2. Guests shall pay for the accommodation from the commencement of occupancy, even when he voluntarily chooses not to use the facility.

Handling of Valuables

Article 10. Please deposit valuables at the front desk. The hotel will not assume responsibility for any loss or theft of articles that are not deposited at the front desk.

Observance of Rules

Article 11. Guests shall observe the rules established by this hotel and posted within this hotel.

Rejection of Continued Occupancy

Article 12. This hotel may reject the continued occupancy of the room, even for the period accepted, in the following circumstances:

- (1) When it comes under clauses 3 to 8 of article 2.
- (2) When the guest does not observe the rules stated in the previous article.

Responsibility on Accommodation

Article 13. The responsibility of this hotel concerning accommodation shall start from the time the guest is registered at the front office or when he enters his room, whichever is the earlier, and terminates at the time he leaves his room to depart.

2. When the guest can no longer be accommodated due to reasons for which this hotel is responsible, the hotel shall arrange to secure accommodation of the same or similar standard for the guest at facilities elsewhere, excepting cases of natural calamities and other causes making its observance difficult.

Cancellation of accommodation contract – Article on antisocial forces

Article 14. The hotel may refuse to accept accommodation in the following cases.

- (1) A person who intend to stay is an organized crime groups member which is defined in “ Law with regard to prevention of unjust conduct by organized crime groups members ”(Enforced on March 1, 1992) and related persons or other antisocial forces.
- (2) A person who intend to stay is considered to have possibility of acts contrary to the provisions of laws or regulations or public order or good.
- (3) A person who intend to stay is a juridical person, and those who fall under organized crime groups member.