

# **Terms and Conditions of Accommodation**

## **Article 1 Scope of Application**

- 1. The accommodation contract and related agreements entered by HOP INN HOTEL with the guest using this Hotel shall be in accordance with the provisions of these general terms and conditions, and any matters not provided for in these general terms and conditions ("this contract") shall be in accordance with laws and regulations or generally established customs.
- 2. If this hotel agrees to a special agreement to the extent that it does not contravene laws, regulations, and customs, such special agreement shall prevail notwithstanding the provisions of the preceding paragraph.
- 3. The guest's use of any service provided on the official website of this Hotel (www.hopinnhotel.com) shall be subject to this Contract, as well as to the <u>Terms and Conditions of use</u> of the official website of this Hotel, the <u>Terms and Conditions</u> of Hop Inn Reward Members, and other terms and conditions and contracts established by the Erawan Hop Inn Co.,ltd. (which collectively refers to the group companies that are engaged in a comprehensive urban development business, including Hop Inn Raku K.K., and whose company names are listed on the official website). Please read this contract carefully and Other Terms and Conditions of Use, Etc. before using any such service.
- 4. The guest's personal information will be handled by the <u>privacy policy established by Erawan Hop Inn Co.,ltd.</u> and Hop Inn Raku K.K..

### **Article 2 Application for Accommodation Contract**

- 1. A person who wishes to apply for a contract of accommodation at this hotel shall provide the following information to this hotel
  - (1) Name and contact information of the person staying at the hotel
  - (2) Date of stay and estimated time of arrival
  - (3) Room charge (in principle, based on the basic room charge in Appendix 1)
  - (4) Other items deemed necessary by the hotel.
- 2. If a guest requests to continue his/her stay beyond the date of stay stipulated in item 2 of the preceding paragraph during his/her stay, this hotel shall treat such request as a new application for a contract of stay at the time such request is made.

#### **Article 3 Establishment of Accommodation Contract**

- The accommodation contract shall be concluded when this hotel has accepted the application as described in the preceding article. However, this shall not apply when this hotel proves that it has not given its consent.
- 2. When the accommodation contract has been concluded according to the preceding paragraph, an



- 3. application fee determined by this hotel shall be paid by the date designated by this hotel, which shall be limited to the basic accommodation charge for the period of stay (if exceeding 3 days, for 3 days).
- 4. The deposit shall first be applied to the room charge ultimately payable by the guest, and if the provisions of Articles 6 and 18 apply, the deposit shall be applied in the order of penalty followed by compensation, and any remaining amount shall be returned at the time of payment of the charges according to Article 12.
- 5. If the application fee stipulated in Article 2 is not paid by the date designated by this hotel in accordance with the provisions of the same paragraph, the accommodation contract shall cease to be effective.

  However, this shall apply only if this hotel has notified the guest to that effect when designating the date for payment of the application fee.

## Article 4 Special Contract that Does Not Require Payment of Application Fee

- 1. Notwithstanding the provisions of Paragraph 2 of the preceding article, this hotel may accept a special agreement not to require the payment of the application deposit as outlined in Paragraph 2 of the preceding article after the conclusion of the contract.
- 2. If this hotel does not require payment of the application fee as stipulated in Paragraph 2 of the preceding article or does not specify the date for payment of said application fee upon acceptance of the application for accommodation contract, it shall be deemed that this hotel has complied with the special agreement stipulated in the preceding paragraph.

#### **Article 5 Refusal to Conclude an Accommodation Contract**

- 1. In the following cases, this hotel may refuse to enter an accommodation contract
  - (1) When the application for accommodation is not in accordance with these General Terms and Conditions.
  - (2) When there is no room available due to full occupancy.
  - (3) When it is recognized that the person who intends to stay at the hotel is likely to commit an act contrary to the provisions of the law, public order, or good morals in connection with the stay.
  - (4) When it is recognized that the person who intends to stay falls under any of the following (a) through (c).
    - A) Organized crime groups (hereinafter referred to as "organized crime groups") as defined in Article 2, Item 2 of the Act on Prevention of Unjust Acts by Organized Crime Group Members (Act No. 77 of 1991); as defined in Article 2, Item 6 of the same article Organized crime group members (hereinafter referred to as "organized crime group members"), associate members of organized crime groups, people associated with organized crime groups, and other anti-social forces.
    - B) When an organized crime group or organized crime group member is a corporation or other organization that controls business activities.
    - C) Corporations whose officers are members of organized crime groups



- (5) When the person seeking accommodation has said or done something that causes significant inconvenience to other guests.
- (6) When the person seeking accommodation is recognized as a person with a contagious disease.
- (7) When a violent demand is made regarding the accommodation, or when a burden exceeding a reasonable range is demanded.
- (8) When the hotel is unable to accommodate the guest due to a natural disaster, breakdown of facilities, or other unavoidable reasons.
- (9) When other cases as stipulated by prefectural ordinances apply.

#### **Article 6 Guest's Right to Cancel Contract**

- 1. The guest may request this Hotel to cancel the accommodation contract.
- 2. In the event that the accommodation contract is canceled in whole or in part for reasons attributable to the accommodation guest (except if this hotel has designated a date for payment of the application money and requested payment thereof according to Article 3, paragraph 2, and the accommodation guest has canceled the accommodation contract before such payment), this hotel shall charge a penalty fee following the provisions listed in appended table 2. In this case, a penalty charge will be applied as shown in Appended Table 2. However, if this hotel accepts the special contract stipulated in Article 4, Paragraph 1, it is only when this hotel, accepting the special contract has notified the guest of the obligation to pay the penalty charge when the guest cancels the accommodation contract.
- 3. If the guest does not arrive at the hotel by midnight on the accommodation date without previously informing this Hotel of a delay (or after the lapse of 2 hours past the scheduled time of arrival [which shall be no later than 0 a.m.], this Hotel reserves the right to treat the contract as having been canceled by the guest.
- 4. In the case of cancellation subject to the preceding paragraph, if it is proven that the guest failed to arrive by midnight on the accommodation date (or 2 hours after the estimated time of arrival if such estimated time was informed beforehand) or to provide an advance notice thereof to the Hotel due to the delay of railway, airline or any other public transportation, or other circumstances not attributable to the guest, then the Contract Cancellation Fee stipulated in paragraph 1 of this Article hereof shall not be charged.

### Article 7 Right of this hotel to cancel the contract

- 1. This hotel may cancel the accommodation contract in the following cases
  - (1) When it is recognized that the guest is likely to commit an act contrary to the provisions of law, public order, or good morals in connection with the accommodation, or when it is recognized that the guest has committed such an act.
  - (2) When it is recognized that the guest falls under any of the following (a) through (c).
    - A) Organized crime groups, organized crime group members, associate members of organized crime groups, persons associated with organized crime groups, and other anti-social forces.



- B) When the organized crime group or organized crime group member is a corporation or other organization that controls business activities.
- C) Corporations whose officers are members of organized crime groups
- (3) When a guest has said or done something that causes significant inconvenience to other guests
- (4) When a guest is recognized as a person with a contagious disease
- (5) When a violent demand is made regarding the accommodation, or when a burden exceeding a reasonable range is demanded of the guest.
- (6) When the hotel is unable to accommodate the guest due to a force majeure such as a natural disaster.
- (7) When the case falls under other cases stipulated by prefectural ordinances.
- (8) When a guest does not comply with the prohibition of smoking in the bedroom, tampering with fire-fighting equipment, etc., and other rules of use established by the hotel (limited to what is necessary for fire prevention). 2. when the hotel does not comply with the provisions of the preceding paragraph
- 2. The provision of the preceding Paragraph shall not preclude our Hotel from claiming damages or a penalty from the guest.

# **Article 8 Accommodation Registration**

- 1. The guest shall register the following items at the front desk of this hotel on the day of his/her stay
  - (1) Guest's name, age, gender, address and occupation
  - (2) In the case of a foreigner, nationality, passport number, place of entry and date of entry
  - (3) Date and scheduled time of departure
  - (4) Other matters deemed necessary by the hotel.
- 2. If the guest intends to pay the charges following Article 12 by a hotel voucher, credit card, or any other method that can be substituted for currency, the guest shall present them in advance at the time of registration as described in the preceding paragraph.

#### **Article 9 Hours of Use of Guest Rooms**

- 1. The hours during which a guest may use a guest room of this hotel shall be up to the hours determined by this hotel unless otherwise specified in the accommodation plan. However, in the case of a consecutive stay, the guest may use the room for the entire day, except for the day of arrival and the day of departure.
- 2. Notwithstanding the provisions of the preceding paragraph, this hotel may accept the use of a room outside the hours specified in the preceding paragraph. In such a case, an additional charge as determined by the hotel will be assessed. However, our hotel may refuse the request when no room is available.
  - (1) Extra charge (varies by hotel) per hour for each room until 1 p.m.
  - (2) 100% of the room charge beyond 1 p.m.



#### **Article 10 Compliance with Rules of Use**

Guests shall comply with the rules of use established by the hotel and posted in the hotel while in the hotel.

#### **Article 11 Business Hours**

- 1. Detailed hours of operation for other facilities will be provided in the pamphlet provided, notices posted in various locations, and in-room information in the guestrooms.
  - (1) Curfew: No curfew (The entrance is locked from 12:00 midnight to 6:00 the next morning. When leaving, please enter by holding your card key against the black panel at the entrance or use the intercom provided to let us know you are leaving.)
  - (2) Front desk service: 24 hours
  - (3) Vending machines, washing machines, dryers, ice machines: 24 hours
- 2. The hours in the preceding paragraph may be changed temporarily if necessary or unavoidable. In such cases, notification will be made by appropriate means.

#### **Article 12 Payment of Charges**

- 1. The accommodation charges, etc. to be paid by the guest shall follow the items listed in Appendix
- 2. Payment of the accommodation charges, etc. outlined in the preceding paragraph shall be made at the front desk at the time of the guest's check-in or when requested by this hotel, in currency or by a method acceptable to this hotel that can be substituted for currency, such as accommodation vouchers, credit cards, etc.
- 3. 3. Room charges shall not be refunded even if the guest chooses not to stay in the room that this hotel has provided the room to the guest and made available for his/her use.

## **Article 13 Liability of this hotel**

- 1. If this hotel causes damage to a guest in the performance or non-performance of the accommodation contract and related agreements, this hotel shall compensate for such damage. However, this shall not apply if the damage is not attributable to reasons attributable to this hotel. 2.
- 3. The Hotel's responsibility/liability under the accommodation contract shall become effective either at the time of the registration by the guest subject to Article 8 hereof, or at the time the guest enters his/her guest room, whichever occurs earlier, and shall cease and expire at the time the guest leaves the guest room for departure.

#### Article 14 Handling if the hotel is unable to provide the contracted guest room

- 1. If this hotel is unable to provide the contracted guest room, this hotel shall, with the consent of the guest, arrange for other accommodation under the same conditions as far as possible.
- 2. If this hotel is unable to find other accommodation notwithstanding the provisions of the preceding



3. paragraph, this hotel shall pay the guest a compensation fee equivalent to the amount of the penalty, and such compensation fee shall be applied to the amount of compensation for damages. However, if there is no reason attributable to this Hotel for not being able to provide the guest room, no compensation shall be paid.

# Article 15 Handling of Deposited Articles, etc.

- 1. In the event of loss, damage, or other loss of or damage to articles, cash, or valuables deposited by a guest at the front desk, this hotel shall compensate for such damage, except in cases where such damage is caused by force majeure. However, if this hotel requests the disclosure of the type and value of cash and valuables, and the guest fails to do so, this hotel shall compensate for the damage up to 50,000 yen.
- 2. The Hotel shall not compensate the guest for any damage when such damage occurs to any of the articles which are brought into the premises of the Hotel by the guest but are not deposited at the front desk unless otherwise determined the damage took place due to the result of willfulness or gross negligence on the part of this Hotel.

#### **Article 16 Custody of Guest's Luggage or Personal Effects**

- 1. If a guest's baggage arrives at this hotel before his/her stay, this hotel shall take responsibility for its safekeeping only if it has been accepted by this hotel before arrival and shall hand it over to the guest when he/she checks in at the front desk.
- 2. If a guest's baggage or personal belongings are left at this hotel after the guest has checked out if the owner of the baggage or personal belongings is identified, this hotel shall contact the owner and request instructions from him or her. However, if the owner's instruction is not given, or if the owner is unknown, the hotel will keep the baggage for 7 days including the day it is found, and then report it to the nearest police station. 3.
- 3. In the case of the preceding two paragraphs, the responsibility of this hotel for the safekeeping of the guest's baggage or personal belongings shall conform to the provisions of paragraph 1 of the preceding article in the case of paragraph 1, and to the provisions of paragraph 2 of the same article in the case of the preceding paragraph.

#### **Article 17 Liability of Guests**

If this hotel suffers damages due to the intentional or negligent act of a guest, said guest shall compensate this hotel for such damages.



#### Appended Table 1 Breakdown of Room Rates, etc. (Re: Article 2, Paragraph 1 and Article 12, Paragraph 1)

Total amount payable by the guest	Contents		
	Accommodation fee	Basic room charge,	
		consumption tax, and other	
		taxes stipulated by law	
	Additional fees	Other fees, and charges	

Remarks 1 The basic accommodation charges are based on the price list presented by the hotel.

- 1. Hop Inn Tokyo Asakus does not offer child rates or provide bed-sharing.
  - (1) Children under the age of 6 are considered children and are free of charge.
  - (2) Children over the age of 6 will be counted as one adult.
- 3. At Hop Inn Tokyo Iidabashi / Ueno / Kyoto Shijo Omiya, infants and children are counted as one adult.
- 4. Accommodation tax is based on each prefecture's accommodation tax ordinance and its revised regulations.

# Appended Table 2: Penalty Charges (related to Article 6, Paragraph 2)

Date of receiving the cancellation notice of the contract		Non-show	On the day	Day before	2days before
General	Member of contract applicants up to 8 rooms	100%	100%	50%	0%
Group	Member of contract applicants from 8 rooms	100%	100%	100%	50%

#### (Note)

- 1. The "%" is the ratio of the penalty charge to the basic room charge.
- 2. If the contracted number of days is shortened, a penalty of one day (the first day) will be charged, regardless of the number of days shortened.
- 3. Special plans are subject to separate regulations.
- 4. Except for reservations made directly with Hop Inn Hotel, 100% of the total amount will be charged even if the reservation is made two days before the date shown on the reservation form.

### **Article 18 Modification of the General Terms and Conditions**

- 1. This hotel may, at its discretion, change the general terms and conditions in the following cases
  - (1) When the amendment conforms to the general interests of the guest; (2) When the amendment does not contravene the purpose of the accommodation contract, and the amendment is necessary and appropriate



- (2) When the modification of the terms and conditions is not contrary to the purpose of the accommodation contract and is reasonable considering the necessity of the modification, the reasonableness of the content after the modification, the details of the modification, and other circumstances pertaining to the modification.
- 2. When the guest makes a reservation for the accommodation contract on or after the effective date of the amended terms and conditions, the guest shall be deemed to have agreed to the amended terms and conditions.

## **Article 19 Language**

These General Terms and Conditions shall be prepared in English, and translations in other languages shall be prepared based thereon. In the event of any inconsistency between the English language and any other language translation, the English language provisions shall apply.