

ACCOMMODATION CLAUSE

Article1 (Scope of Application)

1. The Accommodation Contract and related agreements to be entered into between the Hotel and the Guest to be accommodated shall be subjected to these Terms and Conditions. And any particulars not provided for herein shall be governed by laws and regulations and/or generally accepted practice.
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 practice, notwithstanding the preceding paragraph, the special contract shall take precedence the provisions of these Terms and Conditions

Article2 (Application for Accommodation Contract)

1. A person who intends to make an application for an Accommodation Contract with the Hotel shall notify the Hotel of the following particulars:
 - (1) address, name, contact information
 - (2) date of accommodation and estimate time of arrival;
 - (3) accommodation charges (Based, in principle, on the Basic Accommodation Tariff listed on Attached Table No1); and
 - (4.) other particulars deemed necessary by the Hotel.
2. In the case when the Guest requests, during his or her stay, extension of the accommodation beyond the date in Subparagraph(2), it shall be regarded as an application for a new Accommodation Contract at the time such a request is made.

Article3 (Conclusion of Accommodation Contract, etc.)

1. An Accommodation Contract shall be deemed to have been concluded when Guest has not shown the Hotel has duly accepted the application as stipulated in the preceding or the Hotel has duly accepted the application as stipulated in the preceding Article. However, the same shall not apply when it has been proved that the Hotel has not accepted the application.
2. When an Accommodation Contract is made between the guest and hotel, the deposit of a staying term that extent of the accommodation charges shall be paid the period of payment by the Hotel assign to the Guest.
3. The deposit shall be first appropriated for the accommodation charges to be paid by the Guest, then secondly for the cancellation charges under Article 6, thirdly to the reparations under Article 18 as applicable, and the remainder, if any, shall be refused as the time of the payment of the accommodation charge as stated in Article 12.
4. When the Guest failed to pay the deposit by the date specified by the Hotel 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.

Article4 (Special Contract Requiring No Accommodation Deposit)

1. Notwithstanding the provisions in Paragraph 2 of the preceding Article, the Hotel may enter into a special contract not requiring the accommodation deposit after the Contracted 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 on Paragraph 2 of the presenting Article and/or has not specified the date of the payment of the deposit at the time the application for an Accommodation Contract is accepted, it shall be treated as that the Hotel has accepted a special contract prescribed in the preceding Paragraph.

Article4-2 (Request For Cooperation In Infection Prevention Measures)

1. You can request the cooperation of those who are looking for symptoms of specific infectious

diseases from those who wish to stay overnight:

Article 5 (Refusal of Accommodation Contract)

1. The Hotel may not accept the conclusion of the Accommodation Contract under any of the following cases:

- (1) when the application for accommodation does not conform with provisions of these Terms and Conditions;
- (2) when the Hotel fully booked and no rooms is available;
- (3) when the Guest seeking accommodation is deemed liable to conduct himself or herself in a manner that will contravene the laws or act against the public order or good morals in regard to the accommodation;
- (4) when the Guest seeking accommodation can be detected as carrying an infectious disease;
- (5) when the Hotel is requested to assume an unreasonable burden in regard to the accommodation;
- (6) when the Hotel is unable to provide accommodation due to the Act of God, failure of the equipment and/or other unavailable causer;
- (7) when the Guest seeking accommodation says or does an action that disturbs other guests of the Hotel.
- (8) When the Guest seeking accommodation is deemed to be a designated organized crime syndicate and member of a designated organized crime syndicate etc. under "Act on Prevention, etc. of Unjustifiable Acts by Member of Crime Syndicates" (Enacted in March 1, 1992) (hereafter refers to as "an organized crime syndicate" and "a member of organized crime syndicate" or to linked to an organized crime syndicate, or any antisocial organizations.
- (9) When the Guest seeking accommodation can be detected as corporation or other groups of which business activities are under control of an organized crime syndicate or a member of an organized crime syndicate
- (10) When the Guest seeking accommodation is a corporation which any of directors are proven to be a member of an organized crime syndicate
- (11) When the Guest seeking accommodation has used violence to, assaulted, threatened, blackmailed and made treating and unreasonable demands to the Hotel or the employees of the Hotel, or has requested the Hotel to assume an unreasonable burden, or is deemed to have conducted similar acts in the past.
- (12) When it is feared that the Guest is clearly detected as being in a state of intoxication etc. and may disturb other guests of the Hotel.
- (13) When only minority without the permission of the protector stays
- (14) When the person who applied for the staying hid a purpose to plan economical profit in the room which I reserved and applied

Article 5-2 (Explanation of Refusal to Conclude Accommodation Contract)

1. If the hotel does not accept the conclusion of an accommodation contract based on the preceding article, the person seeking accommodation may request an explanation of the reason:

Article 6 (Right to Cancel Accommodation Contract by the Guest)

1. The Guest is entitled to cancel the Accommodation Contract by notifying the Hotel.
2. In the case when the Guest has canceled 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 by the specified date as prescribed in Paragraph 2 of Article 3 and the Guest has canceled accommodation before the payment), the Guest shall pay cancellation charged 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 has been informed of the obligation of the payment of cancellation charged in the case of cancellation by the Guest.
3. In the case when the Guest does not appear by 20:00 of the accommodation date (2 hours after the expected time of arrival if the Hotel has been notified of it) without an advance notice, the Hotel may regard the Accommodation Contract as being canceled by the Guest.

Article 7 (Right to Cancel Accommodation Contract by the Hotel)

1. The Hotel may cancel the Accommodation Contract under any of the following cases:
 - (1) when a clarification of the particulars in Paragraph 1 of Article 2 has been requested and compiles with, within the designated period;
 - (2) when payment of accommodation deposit as prescribed in Paragraph 2 of Article 3 has been requested and not complied with within the designated period.
 - (3) when applicable under any Paragraph 3 to 14 of Article 5; or
 - (4) At the time of smoking at inside of the building, mischief to the fire fighting facilities and other prohibitions of the Richmond Hotel Rules of Conduct.
 - (5) when the Hotel judge the Guest would not follow the terms and conditions for Accommodation Contract.
2. In the case when the Hotel has canceled the Accommodation Contract in accordance with the preceding Paragraph, the Hotel shall not be entitled to charge the Guest for any of the service that the Guest has not received.

Article 7-2 (Explanation of Cancellation of Stay)

1. If the hotel cancels the accommodation contract based on the preceding article, the guest may request the hotel to explain the reason:

Article 8 (Registration)

1. The Guest shall register the following particulars at the front desk of the Hotel on the day of accommodation:
 - (1) name, address and contact information;
 - (2) for foreigners who do not have an address in Japan their nationality and passport number;
 - (3) check of the actual passport and its photocopying;
 - (4) other particulars deemed necessary by the Hotel.

Article 9 (Occupancy Hours of Guestrooms)

1. The Guest is entitled to occupy the contracted guestroom of the Hotel from 15:00 to 10:00 the next morning, except staying plans that show specific staying time. 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 provisions in the preceding Paragraph, permit the Guest to occupy the room beyond the time prescribed in the same Paragraph. In the case, extra charge shall be paid.
 - (1) Up to 1 p.m. 30% of the regular room rate.
 - (2) Up to 3 p.m. 50% of the regular room rate.
 - (3) After 3 p.m. Full rate.

Article 10 (Observance of Richmond Hotel Rules of Conduct)

1. The Guest shall observe the Richmond Hotel Rules of Conduct established by the Hotel, which are posted with in the premises of the Hotel.

Article 11 (Payment of Accommodation Charges)

1. The business hours of facilities in this hotel are as follows:
 - (1) SAMOVAR restaurant (11F) 06:30~09:30
 - (2) Please enter by 9:00.

Article 12 (Payment of Accommodation Charges)

1. The breakdown and method of calculation of the accommodation charged that the Guest shall pay is as listed in Attached Table No.1.
2. Accommodation charges as stated in the preceding Paragraph shall be paid in Japanese currency or by a credit card or hotel ticket recognized by the Hotel at the front desk at the time of registration 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 the Guest by the Hotel and are at the disposal of the Guest.

Article 13 (Liabilities of the Hotel)

1. The Hotel shall compensate the Guest for the damages if the Hotel has caused such damages to the Guest in the fulfillment or the nonfulfillment of the Accommodation Contract and/or

related agreements. However, the same shall not apply in the case when such damages have been caused due to reasonable for which the Hotel is not liable.

2. The responsibility of the Hotel for accommodation begins from the time the Guest registers at the front desk, and terminates when the guest leaves the room to depart.
3. The Hotel is covered by the Hotel Liability Insurance in order to deal with unexpected fire and/or other disasters.

Article 14 (Handling when the Hotel is Unable to Provide Contracted Guestroom)

1. The Hotel shall, when unable to provide contracted room, 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 cannot be made notwithstanding the provisions of the preceding Paragraph, the Hotel shall pay the Guest 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 does not compensate the Guest.

Article 15 (Handling of Deposited Articles)

1. The Hotel shall compensate the Guest for the damages when loss, breakage or the damage is caused to the goods, cash or valuables deposited at the front desk by the Guest, except in the case when this occurred due to cases of force majeure. However for cash and valuables but the limit of 30,000 yen.
2. The Hotel shall compensate the Guest for the damages when loss, breakage or other damages is caused, through intention or negligence on the part of the Hotel, to the goods, cash, or valuables that 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 kinds and values have not been reported limited of 30,000 yen.
3. Articles such as works of art and antiques, however, may not be deposited.

Article 16 (Custody of Baggage and/or Belongings of the Guest)

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 this check-in.
2. When the baggage or belonging of the Guest is found left after his check-out, and no instructions is given to Hotel by the owner or when the ownership is not confirmed, the Hotel shall keep the article for 30 days including the day it is found, and after this period, the Hotel shall dispose it. Foods, drinks, newspapers, magazines and umbrella may be disposed the day.
3. The Hotel's liability in regard to the custody of the Guest's baggage and belonging 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.

Article 17 (Liability in Regard to Parking)

1. Management responsibility of a vehicle isn't carried at all.

Article 18 (Liability of the Guest)

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

Article 19 (Waiver clause)

1. Guests shall be liable for any use of computer communication services within the Hotel. The Hotel shall not be liable for any possible damages that may be caused by a systems failure or any other reasons while the computer communication services are being used. In addition, the Guest may be requested to compensate the Hotel and third parties for any possible damages caused by the acts that we judge to be an inappropriate use of the computer communication systems.

Article 20 (Liability of the Guest)

1. These terms and conditions are provided in both Japanese and English. In case of a discrepancy between Japanese original one and English one, Japanese version shall take precedence.

Attached Table No.1:
Calculation Method for Accommodation Charge for Hotel's

Total amount to be paid by the guest	Contents	
	Accommodation charges	Basic accommodation charge (Room charge)
	Additional charges	Other utilization
	Taxes	Tax form the legal point of view

Remark: These charges are subject to change on case of amendment of the tax laws concerned.

Attached Table No.2:
Penalty

The release number of people	No-Show	on the day	the day before	2~3days before	4~7days before	8~10days before
1-5 people	100%	80%	40%	30%	10%	
6-14 people	100%	80%	60%	40%	20%	10%
More than 15 people	100%	100%	80%	50%	30%	20%

(Attention)

- ① Cancellation fee as a percentage of room charge,
- ② For the cases of shorten their booked days and rooms, charge cancellation fees using the chart for the shorten days and room numbers if it's required,