## AJ1 HOTEL

**TERMS** & CONDITIONS FOR ACCOMMODATION CONTRACTS

## SCOPE OF APPLICATION *Article 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 for Accommodation Contracts. Any particulars not provided for herein shall be governed by laws and regulations and/or generally accepted practices
- 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 practices, withstanding the preceding paragraph, the special contract shall take precedence over the provisions of these Terms and Conditions for Accommodation Contracts.

## APPLICATION FOR ACCOMMODATION CONTRACTS *Article 2.*

- 1. 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 Table No.1, attached); and
  - (4) Other particulars deemed necessary by the hotel.
- 2. In the case when the Guest requests, during his/her 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 CONTRACTS, ETC. *Articles 3.*

- 1. A Contract for Accommodation shall be deemed to have been concluded when the hotel has duty 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.
- 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 Basic Accommodation Charges covering the Guest's entire period of stay (three days when the period of stay exceeds three days) by the date specified by hotel.
- 3. The deposit shall be first used for the Total Accommodation Charges to be paid by the Guest, then secondly for the cancellation charges under Article 6 and thirdly for the reparations under Article 18 as applicable, and the remainder, if any, shall be refunded at the time of the payment of the Accommodation Charges as stated in Article 12.
- 4. When the Guest has failed to pay the deposit by 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.

## SPECIASL CONTRACTS REQUIRENG 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.
- 2. In the case when the hotel has not requested the payment of 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 TO ENTER INTO ACCOMMODATION CONTRACTS *Article 5.*

The hotel may refuse to enter into an Accommodation (or Reservation) Contract under any of the circumstances described below:

- (1) If the request for accommodation does not conform to these Terms and Conditions;
- (2) If the hotel is fully booked and room is available;
- (3) If the hotel deems that a Guest requesting accommodation or checking into the hotel is an organized crime group or an organized -crime – group – related organization or a person related thereto or other antisocial forces or a person related thereto;
- (4) If the Guest seeking accommodation is deemed likely to commit, in the hotel or in connection with his/her stay at the hotel, any act in violation of the applicable laws or regulations, or in breach of the public order / good morals, including without limitation violence, threats, blackmail, wrongful demand, gambling, possession or use of illegal drugs, or material disturbance to other guests;
- (5) If the Guest seeking accommodation is deemed likely to cause harm to himself/herself, or to cause other guests to feel in danger, threatened or unsafe, for any reason including being under the influence of drugs or alcohol;
- (6) If it is obvious that the Guest seeking accommodation is infected with a communicable disease;
- (7) If the hotel is requested to perform services, which are not with in the scope of reasonable services, in connection with the proposed accommodation;
- (8) If the hotel is unable to accept a request for accommodation due to natural disasters, defective facilities or other unavoidable causes; or
- (9) If the provisions of Article 5 of the Enforcement Ordinance of Tokyo concerning the Hotel Business Law [Tokyo-to Ryokan-gyo Ho Sekou Jourei] apply to the Guest seeking accommodation.

## RIGHT TO CANCEL ACCOMODATION CONTRACTS BY THE GUEST *Article 6.*

- 1. 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 as listed in Table No. 2, attached. 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 in case of cancellation by the Guest.
- 3. In the case when the Guest does not appear by 18:00 (6:00 PM) of the accommodation date (or within two hours after the expected time of arrival, the hotel may regard the Accommodation Contract as being cancelled by the Guest.

## HOTEL'S RIGHT TO TERMINATE CONTRACTS *Article 7.*

- 1. The hotel shall have the unconditional right to terminate any Accommodation Contract immediately, without any liability for compensation whatever on the part of the hotel, even after the Guest has commenced his/her stay at the hotel, under any of the circumstances described below:
  - If the hotel deems that a Guest checking into the hotel or staying at the hotel is an organized crime group or an organized-crime-group-related organization or a person related thereto or other antisocial forces or a person related thereto;
  - (2) If the Guest is deemed likely to commit, actually commits (or is discovered to have committed in the past), in the hotel or in connection with his/her stay at the hotel, any act in violation of the applicable laws or regulations, or in breach of the public order/good morals, including without limitation violence, threats, blackmail, wrongful demand, gambling, possession or use of illegal drugs, or material disturbance to other guests;
  - (3) If the Guest is deemed likely to cause harm to himself/herself, or to cause other guests to feel in danger, threatened or unsafe, for any reason including being under the influence of drugs or alcohol;
  - (4) If it is obvious that the Guest is influenced with a communicable disease;
  - (5) If the hotel is requested to perform services, which are not within the scope of reasonable services, in connection with the accommodation;
  - (6) If the hotel is unable to provide accommodation to the Guest due to natural disasters, defective facilities or other unavoidable causes;
  - (7) If the provisions of Article 5 of the Enforcement Ordinance of Tokyo concerning the Hotel Business Law [Tokyo-to Ryokan-gyo Ho Sekou Jourei] apply to the Guest; or
  - (8) If the Guest commits any act prohibited by any of the provisions set forth in the Use Rules promulgated by the hotel and relating to the prevention of fire, such as smoking in the whole property of the hotel, bringing into the hotel flammable or ignitable materials, or tampering with fire extinguishing equipment.
- 2. If the hotel terminates an Accommodation Contract pursuant to the provisions of the preceding paragraph, the hotel will not collect fees for accommodation services, etc., which were not provided to the Guest prior to such termination.

#### REGISTRATION

#### Article 8.

- 1. The Guest shall register the following particulars at the Front Desk of the hotel on the of accommodation:
  - (1) Name, address and telephone number of the Guest(s);
  - (2) Except Japanese, nationality, passport number, port and date of entry in Japan;
  - (3) Date and estimated time of departure; and
  - (4) Other particulars deemed necessary by the hotel. In addition, with respect to the individual information filled out by a Guest, it shall only be used in the case necessary for achievement of accommodation purpose and shall not be used for any other purpose.
- 2. In the case when the Guest intends to pay his Accommodation Charges prescribed in Article 12 by any means other than Japanese currency, such as coupons or credit cards, etc., these credentials shall be shown in advance at the time of the registration prescribed in the preceding paragraph.

### OCCUPANCY HOURS OF GUESTROOMS

Article 9.

- 1. The Guest is entitled to occupy the contracted guestroom of the hotel from 2:00 PM to 11 AM then next morning. 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 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) Late Check-Out
    - (i) Up to 3:00 PM: 30% of the room charge
    - (ii) Up to 6:00 PM: 50% of the room charge
    - (iii) Later than 6:00 PM: room charge in full
  - (2) Early Check-In
    - (i) Before 7:00 AM: room charge in full
    - (ii) Between 7:00 AM and 2:00 PM: at hotel discretion

#### **BUSINESS HOURS**

### Article 11.

- The business hours of the main facilities of the hotel are as follows. The detailed business hours and the menu, etc., please ask directly to the coffee house. (KO:HI:KAN Tel: 03-3843-1151 Web: <u>https://www.kohikan.jp/asakusa/</u>)
  - (1) Service hours of Front Desk, Cashier's Desk, etc.

(i) Closing time	24 hours service
(ii) Front service	7:00 to 22:00
(iii) Free Drink Dispenser (Lobby)	24 hours service
(iv) Coin Laundry	24 hours service

- (1) The servicing which is eating and drinking basically isn't being performed at the hotel.
  - (i) The order of the home delivery of meals is possible (Please refer to a guest room installation tablet).
  - (ii) Please consult about delivery of meals such as outside eating and drinking service which isn't shown to a guest room installation tablet to the front at any time.
  - (iii) The bringing in to a guest room of foods and drinks is possible (but, we assume that something to conflict in (8) of paragraph 1 of Article 7 item is outside its reach).
- 2. The business hours specified in the preceding are subject to temporary charges due to unavoidable causes of the hotel. In such a case, the Guest shall be informed by appropriate means.

### PAYMENT OF ACCOMMODATION CHARGES

Article 12.

- 1. Accommodation Charges, etc. shall be paid with Japanese currency or by any means other than Japanese currency such as 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.
- 2. Accommodation Charges shall be paid even if the Guest voluntarily does not utilize the accommodation facilities provided for him/her by the hotel

### LIABILITIES OF HOTEL

Article 13.

- The hotel shall compensate the Guest for any damage if the hotel has caused such damage to the Guest in the fulfilment or nonfulfillment of the Accommodation Contract and/or related agreements. However, the same shall not apply in case where such damage has been caused due to reasons for which the hotel is not liable.
- 2. Even though the hotel conducts annual inspections of fire equipment and regular inspections of fireproof objects prescribed in the Fire Defense Law, etc., the hotel is covered by Hotel Liability Insurance in order to deal with unexpected fires and/or other disasters.

## HANDLING WHEN UNABLE TO PROVIDE CONTRACTD ROOMS *Article 14.*

- 1. The hotel shall, when unable to provide contracted rooms, arrange accommodation of the same standard elsewhere for the Guest insofar as practical 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 a compensation fee equivalent to the cancellation charges and the compensation fee shall be applied to the reparations. However, when the hotel is not liable, the hotel shall not compensate the Guest.

#### HANDLING OF DEPOSIRED ARTICLES

Article 15.

- 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 cash and valuables, when the hotel has requested the Guest to report its kind and value but the Guest has failed to do so, the hotel shall compensate the Guest within the limits of 100,000 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 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 limits of 100,000yen, except in the case where loss or damage was caused intentionally or by gross negligence on the part of the hotel.

## 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/her 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/her check-in.
- 2. When the baggage or belongings of the Guest are found after his/her check-out, and the ownership of the article is confirmed, the hotel shall inform the owner of the article left 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 dispose of them in accordance with the Law concerning Lost Goods (Law No.87, 1899, as amended).
- 3. The hotel's liability in regard to the custody of the Guest's baggage and belongings in the case of the preceding two 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 OF THE GUEST

Article 17.

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

## EXCLUSION CLAUSE

Article 18.

Guests shall use the computer network from the hotel at their own responsibility. In the case of any halt of the services by a system failure or for any other reason and a user suffers any damage as a result, the hotel shall not be responsible for such damages. In the case a Guest takes any action that the hotel deems inappropriate in using the computer network and the hotel and any third party suffers damages therefrom, the Guest shall indemnify such damages.

### ATTACHED TABLE NO.1

Calculation method for Accommodation Charge (Ref. paragraph 1 of Article 2 and paragraph 2 of Article 3)

	Contents	
Basic AccommodationCharge	<ol> <li>Room Charge</li> <li>Advance of the outside order charge (Delivery Meals)</li> <li>Service Charge [ (①+②) ×10%]</li> <li>Other Expenses</li> <li>Consumption tax</li> </ol>	
Accommodation Tax	Room charge (per person per night)Tax rate¥10,000 or more but less than ¥15,000¥100More than ¥15,000¥200	

X Information : <u>Tokyo Bureau of Txation < Tax Information For Foreign Residents > (tokyo.lg.jp)</u>

Supplement to Table No.1, attached.

Basic Accommodation Charge is based on given accommodation charges, advance payment of delivery, etc., and other expenses accepted by the Guest upon reservation of hotel services

### ATTACHED TABLE NO. 2

Cancellation Charge (Ref. paragraph 2 of Article 6)

	Number of Reserved Rooms			
Date of Cancellation	Individual	Group	Group	
	1 room	2 – 5 rooms	6 rooms to more	
No Show	100% of the Basic	100% of the Basic	100% of the Basic	
	Accommodation	Accommodation	Accommodation	
	Charge	Charge	Charge	
Accommodation Day	100% of the Basic	100% of the Basic	100% of the Basic	
	Accommodation	Accommodation	Accommodation	
	Charge	Charge	Charge	
1 Day Prior to	50% of the Basic	100% of the Basic	100% of the Basic	
Accommodation	Accommodation	Accommodation	Accommodation	
Day	Charge	Charge	Charge	
10 Days Prior to		50% of the Basic	80% of the Basic	
Accommodation		Accommodation	Accommodation	
Day		Charge	Charge	
20 Days Prior to		10% of the Basic	50% of the Basic	
Accommodation		Accommodation	Accommodation	
Day		Charge	Charge	
30 Days Prior to			10% of the Basic	
Accommodation			Accommodation	
Day			Charge	

Supplement to Table No. 2, attached.

- 1. With respect to a group which need whole house reservation for private use and particular date specified by the hotel, there is the possibility of a cancellation charge.
- 2. The cancellation charge shall be applied to the cases of partial cancellation or reduction of the number of rooms as well as the case of cancellation of the whole group.

#### HOUSE RULES

We request that every Guest observe and comply with the following House Rules established by AJ 1 Hotel to maintain the dignity of the hotel and to ensure our guests a pleasant and safe stay, in accordance with Article 10 of the Terms and Conditions for Accommodation Contracts. In case of noncompliance with the House Rules, we shall refuse further use by the Guest of the guestroom and other hotel facilities. We shall not be liable to any Guest or occupant for any damage caused by his or her failure to comply with the House Rules.

- 1. Please review the emergency exit instructions posted on the inside of the guestroom door or refer to a guest room installation tablet, and locate the emergency exits on yours floor, promptly upon your arrival.
- 2. Please read the TERMS & CONDITIONS FOR ACCOMMODATION CONTRACTS, and HOUSE RULES.
- 3. The whole property of the hotel is NO SMOKING.
- 4. Please refrain from doing any act which is likely to cause a fire, or from using heating apparatuses and cooking appliances in the guestroom.
- 5. Please do not bring into the hotel any of the following:
  - 1. Animals or birds of any kind;
  - 2. Gunpower, oil or other explosives or inflammable materials;
  - 3. Objects emitting a foul odor;
  - 4. Objects of any unusually large size or quantity; or
  - 5. Unregistered firearms or swords, or other articles the possession of which is prohibited by the laws of Japan.
    - Guests are asked to refrain from using any item which may cause an electrical short circuit.
- 6. Please make sure that your door is locked when leaving your room. Please be sure to use the door latch whenever you stay in your room, particularly at night time. Please identify the visitor through the door scope without undoing the door latch.
- 7. Please refrain from inviting outside visitors to your room.
- 8. Please refrain from using your room for purposes other than lodging.
- 9. Safety box for money and valuables are provided free of charge in your room. The hotel shall not be liable for the loss or theft of valuables which are not deposited in safety boxes.

- 10. Any organized crime group, organized-crime-group-related organization or related persons and any other antisocial forces or persons related thereto, etc. shall be refused use of the hotel. In addition, if any such fact is exposed after reservations have been made or while the hotel is in use, we will refuse use of the hotel from that time forward.
- 11. If a Guest is deemed to have perpetrated an act of violence, voiced threats, committed extortion, made coercive undue demands or acted in a similar manner, such Guest will be refused use of the hotel immediately.
- 12. Drunkenness, loud speech and/or abusive behavior which cause a nuisance shall be prohibited.
- 13. Gambling or other acts which are contrary to good morals shall be strictly prohibited
- 14. Please do not move any of the hotel furniture or furnishings from their original position without first obtaining permission from the management.
- 15. The room wear (nemaki) and slippers have been provided for use in your guestroom only.
- 16. The distribution or display of advertisements and the sale of goods inside the hotel are prohibited.
- 17. You will be charged for any damage incurred by you or your guest to hotel property.
- 18. The goods left in the room which we deem to have been disposed of by the Guest shall be dealt with in accordance with our internal rules.
- 19. Please pay your bills whenever requested while staying at the hotel. All bills are due upon demand. A 10% service charge and a tax charge at the rate prescribed by applicable lows shall be added to your bills. We cordially request you not to give tips to our employees.
- 20. We may ask you to prepay, or make a deposit on your accommodation charge in accordance with our internal rules. In the case when the accommodation charge and/or the charges incurred through the use of hotel facilities exceed the prepaid amount, you will be requested to pay the bill for such services at that time. Instead of paying such difference at the time of your departure, we may ask you to increase the prepaid accommodation charge or the accommodation deposit.
- 21. Please complete payment at the Front Cashier at the time of your departure.

### HOTEL SAFETY & SECURITY

AJ1 Hotel is constantly on the alert for your room security every day. Your cooperation is greatly appreciated.

- 1. Please make sure your door is locked when leaving your room.
- 2. Please use the door latch when staying the room.
- 3. Safety boxes are provided in your room.

AJ1 Hotel has the best emergency safeguard systems and your safety will be further assured if you know in advance what to do in case of an emergency.

That is what these pages are for. They have been prepared with your safety in maid, and we would like you to read them through completely.

Just one note at the beginning, as has been said many times before, fire is the biggest danger. We earnestly request that, if you smoke, you refrain from doing so in the whole property of the hotel.

## CHECK YOUR EMERGENCY EXITS

- 1. The emergency exits near your room are indicated on the map on your entrance door referred to a guest room installation tablet.
- There are two emergency exit routes from every room. One is the left out from your entrance door, another route is your room window behind the curtain (Refuge Ladder). Please advance while seeing luminaire for emergency exit sign.
- 3. In case the electricity should fail, the emergency power will ensure effective lighting in your room, the hallways and the stairways.
- 4. If you are disabled and may need special assistance in an emergency, please call the Front Desk know.

#### WHEN EVACUATION IS NEEDED

- 1. An emergency alarm resounds through the hotel.
- 2. The hotel staff will guide you to safety. Please remain calm and listen to the evacuation instructions for your floor. If evacuation becomes necessary, you will not be able to use the elevators. Use the stairs (left side stairs from the guestroom door) to reach the first floor (grand level). The first floor is main evacuation point, and the fire brigade will be there to guide you to safety.
- 3. Even in the middle of the night, we are opened 24 hours. In case a fire breaks out, fire brigade (hotel employees, Nihonzutsumi Fire Station, or in case the other fire brigades ) will immediately begin directing fire extinguishment and evacuation efforts from the Security Centre. Their first responsibility is your safety.
- 4. The hotel staff or fire brigade will guide you to the evacuation point as known as Sumida Park (temporally evacuation point is Senso-ji or Asakusa elementary school, both of which are the closest public evacuation points in the area). Evacuation to other points is also possible.

### IF THERE IS SMOKE OR FIRE

- 1. Immediately contact the Front Desk by tablet. The Manager or other employees will immediately call the Security Centre and proceed directly to your room.
- 2. Regardless of how small the fire is how little smoke there seems to be, immediately contact the Front Desk. If a fire should break out when no one is nearby, the smoke and heat detectors will send an alarm to the Security Centre. If the tablet in your room does not work, go to one of the fire alarm system located in the hallway on your floor, then put the button. These fire alert system connect you to the Security Centre directly.
- 3. To prevent the fire from spreading, be sure your room door closed behind you as you leave. You should take your room key and a wet towel with you. If your hallway is smokey, please cover the mouth with the towels you have, make the position short and take refuge.
- 4. During evacuation, please refrain from returning to your room.

#### IF WE HAVE AN EARTHQUAKE

- 1. Panic is one of the greatest dangers, so try to stay calm. AJ1 Hotel has been engineered and constructed to withstanding earthquakes of major magnitude.
- 2. Remember, you are safer inside than outside. If a strong earthquake should occur while you are in the hotel, just move away from windows and protect your head.
- 3. The severest earthquakes raise the possibility of secondary damage with fire. To reduce this danger, immediately unplug all electrical appliances such as hair dryers and shavers.
- 4. Please remember, the elevator CANNOT BE USED under evacuation conditions.

# IN CASE THE TOKAI EARTHQUAKE MONITORING COUNCIL SHOULD ANNOUNCE AN EARTHQUAKE ALERT

As soon as the hotel is notified that a severe earthquake may be imminent, you will be notified by employees. The hotel will also provide information of all traffic conditions and other activities to be affected by announcement of an alert. Under certain circumstances, the hotel will continue to function with only minor disruptions in service.