

A photograph of a hotel room. On the left is a dark wooden screen with horizontal slats. In the center is a bed with white linens and two white pillows. Above the bed are two framed pictures. The ceiling has a recessed light fixture. In the foreground, a dark wooden table holds a plate of green grapes and a vase of yellow flowers.

TERMS & CONDITIONS
FOR ACCOMMODATION CONTRACTS

TERMS & CONDITIONS FOR ACCOMMODATION CONTRACTS

SCOPE OF APPLICATION

Article 1.

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.

Article 3.

1. A Contract for Accommodation shall be deemed to have been concluded when the hotel has duly 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 the 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 the 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.

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SPECIAL CONTRACTS REQUIRING 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 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 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 no room is available;
- (3) If the hotel deems that a Guest requesting accommodation or checking into the hotel is an organised crime group or an organised-crime-group-related organisation 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 within 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 Seko Jorei] apply to the Guest seeking accommodation.

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RIGHT TO CANCEL ACCOMMODATION 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 6:00PM of the accommodation date (or within two hours after the expected time of arrival, if the hotel has agreed to a later arrival time) without advance notice, 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 whatsoever 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:
 - (1) If the hotel deems that a Guest checking into the hotel or staying at the hotel is an organised crime group or an organised-crime-group-related organisation 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 infected 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 Seko Jorei] apply to the Guest; or

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- (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 bed, 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 day 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, 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 11:00 AM the 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

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OBSERVANCE OF USE REGULATIONS

Article 10.

The Guest shall observe the Use Regulation established by the hotel, which are posted within the premises of the hotel.

BUSINESS HOURS

Article 11.

1. The business hours of Front Desk, Cashier's Desk, etc. of the hotel are as follows, and those of other facilities, etc. shall be notified in detail by brochures as provided, notices displayed in each location, service directories in guestrooms and others.

- | | |
|----------------------|------------------|
| (1) Closing time | 24 hours service |
| (2) Front service | 24 hours service |
| (3) Exchange service | 24 hours service |

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 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 utilise the accommodation facilities provided for him / her by the hotel.

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LIABILITIES OF HOTEL

Article 13.

1. 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 CONTRACTED 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 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 15.

1. 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 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 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 150,000 yen, except in the case where loss or damage was caused intentionally or by gross negligence on the part of the hotel.

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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 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 17.

The hotel shall not be liable for the custody of the vehicle of the Guest when the Guest utilises the parking lot within the premises of the hotel, as it shall be regarded that the hotel simply offers the space for parking, whether the key of the vehicle has been deposited with the hotel or not. However, the hotel shall compensate the Guest for the damage caused through intention or negligence on the part of the hotel in regard to the management of the parking lot.

LIABILITY OF THE GUEST

Article 18.

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

EXCLUSION CLAUSE

Article 19.

Guests shall use the computer network from the hotel at their own responsibility. The hotel shall not be responsible, in any case, for any damages arising out of or in relation to the use of the computer network from the hotel, except in the cases where the damages have been caused by the hotel through its willful misconduct or gross negligence. In the case that a Guest takes any action which the hotel deems inappropriate in using the computer network and that the hotel and/or any third party suffers damages therefrom, the Guest shall indemnify such damages.

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AMENDMENT TO TERMS AND CONDITIONS

Article 20.

1. The hotel reserves the right to amend these Terms and Conditions (i) when the amendment conforms to the common interests of the Guests and prospective guests of the hotel; or (ii) when the amendment is not contrary to the purposes of [Accommodation Contracts] and is reasonable in light of the necessity of amendment, the appropriateness of the content after amendment etc.
2. In the event that the hotel makes amendment to these Terms and Conditions, the hotel shall inform the Guests and prospective guests of the hotel of (i) the content of the amendment and (ii) the effective date thereof, by using the Internet.
3. A Guest or prospective guest of the hotel who does not agree to the amendment to these Terms and Conditions may cancel the Accommodation Contract.

LANGUAGE

Article 21.

In the event of discrepancy between the English version and the Japanese version of the Terms and Conditions, the Japanese-language version shall prevail.

TERMS & CONDITIONS FOR ACCOMMODATION CONTRACTS

ATTACHED TABLE NO. 1

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

	Contents
Basic Accommodation Charge	(1) Room Charge (2) Meals (3) Service Charge [$\{(1)+(2)\} \times 10\%$] (4) Other Expenses (5) Consumption tax
Accommodation Tax	

Supplement to Table No.1, attached.

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

ATTACHED TABLE NO. 2

Cancellation Charge (Ref. paragraph 2 of Article 6)

Date of Cancellation	Number of Reserved Rooms	
	Individual 1 - 9 rooms	Group 10 rooms and above
No Show	100% of the Basic Accommodation Charge	100% of the Basic Accommodation Charge
After 14:00 Within 2 Days Prior to Accommodation Day	100% of the Basic Accommodation Charge	100% of the Basic Accommodation Charge
10 Days Prior to Accommodation Day		50% of the Basic Accommodation Charge
20 Days Prior to Accommodation Day		20% of the Basic Accommodation Charge
30 Days Prior to Accommodation Day		10% of the Basic Accommodation Charge

Supplement to Table No. 2, attached.

1. The hotel retains the right to apply a certain cancellation policy not shown above, specific to select bookings and these charges may vary according to circumstances.
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 Hyatt Regency Tokyo 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, and locate the emergency exits on your floor, promptly upon your arrival.
2. No smoking allowed in the facilities and guest rooms. (Including smoking with electronic cigarettes, heat-not-burn cigarettes, etc.). When you smoke, please use the smoking area.
3. Please refrain from doing any act which is likely to cause a fire, or from using heating apparatuses and cooking appliances in the guestroom.
4. Please do not bring into the hotel any of the following:
 - a) Animals or birds of any kind;
 - b) Gunpowder, oil or other explosives or inflammable materials;
 - c) Objects emitting a foul odour;
 - d) Objects of any unusually large size or quantity; or
 - e) 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.
5. 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.
6. Please refrain from inviting outside visitors to your room.
7. Please refrain from using your room for purposes other than lodging.
8. Safety boxes for money and valuables are provided free of charge in your room or at the lobby. The hotel shall not be liable for the loss or theft of valuables which are not deposited in safety boxes.
9. Kindly show your key book when you sign for any bills in the hotel's restaurants, bar or other facilities.
10. A service charge shall be added to each outgoing call made from your room telephone.

HOUSE RULES

11. Any organised crime group, organised-crime-group-related organisation 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.
12. 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.
13. Drunkenness, loud speech and /or abusive behaviour which cause a nuisance shall be prohibited.
14. Gambling or other acts which are contrary to good morals shall be strictly prohibited.
15. Please do not move any of the hotel furniture or furnishings from their original position without first obtaining permission from the management.
16. The bathrobe (yukata) and slippers have been provided for use in your guestroom only.
17. The distribution or display of advertisements and the sale of goods inside the hotel are prohibited.
18. You will be charged for any damage incurred by you or your guests to hotel property.
19. 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.
20. 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 laws shall be added to your bills. We cordially request you not to give tips to our employees.
21. 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.
22. Please complete payment at the Front Cashier at the time of your departure.

SAFE-KEEPING BOX RULES

1. APPLICATION OF THESE RULES

These rules shall apply to the use by hotel guests of the safe-keeping box, located at the lobby.

2. NATURE OF THE CONTRACT TO USE A SAFE-KEEPING BOX

The nature of the contract to use a safe-keeping box is not a bailment but a lease of a safe-keeping box. Accordingly, the hotel shall not be the custodian of items put in the safe-keeping box by the hotel guest who uses it (hereinafter called "Guest") nor shall it be responsible to the Guest for any loss, damage to or alteration of such items.

3. TERM OF LEASE

The term of lease of the safe-keeping box shall be from the time when the Guest, after registration, applies for the use of the safe-keeping box until the time of his or her check-out.

4. ITEMS WHICH MAY BE PUT IN THE SAFE-KEEPING BOX

- (1) The following items may be put in the safe-keeping box:
 - (i) cash;
 - (ii) share certificates and other securities;
 - (iii) passbooks, contracts and other important documents;
 - (iv) jewels and other valuables; and
 - (v) items similar to any of the foregoing.
- (2) The hotel may refuse to allow the storage by Guest of any item enumerated in the preceding paragraph if there is a good reason therefore.

5. KEYS

There will be two keys for the safe-keeping box to be leased. The hotel shall deliver the original key to the Guest, who shall keep the same during the term of lease, and the spare key shall be sealed and kept by the hotel.

6. OPENING AND CLOSING OF THE SAFE-KEEPING BOX

- (1) The Guest shall, upon giving notice each time to the hotel employee in charge, open and close the safe-keeping box by using the original key.
- (2) The Guest shall put in and take out things at the place designated by the hotel.

7. IMMUNITY

So long as the safe-keeping box is opened or closed by a person who presents a key which looks identical to the original key delivered by the hotel to the Guest, the hotel shall not be liable even if the person who opened or closed the safe-keeping box is not the same person who applied for the use of the safe-keeping box and / or the key used is not the original key supplied by the hotel.

SAFE-KEEPING BOX RULES

8. LOSS OF, OR DAMAGE TO, THE ORIGINAL KEY

- (1) If the original key is lost or damaged, the safe-keeping box shall be used after following the procedure prescribed by the hotel.
- (2) If the original key is lost or damaged, the Guest shall pay the hotel for all the costs necessary to replace the lock or to make a new key. In this event, the hotel may request the Guest to take another safe-keeping box.

9. VACATION

- (1) Upon the expiration of the term of lease, or when it becomes unnecessary to use the safe-keeping box, the Guest shall immediately empty and relinquish the safe-keeping box to the hotel and return the original key.
- (2) If the Guest leaves the hotel without emptying the safe-keeping box, and fails to empty it by the end of the sixth day thereafter, then the hotel may open the safe-keeping box by using the spare key, and remove any items therein and store them at another place or, considering the Guest to have waived the ownership of such items, sell them at such price and in such manner as the hotel may choose, or if the hotel finds it difficult to sell them, it may dispose of them as it sees fit. The Guest hereby waives any objection to such sale or disposal by the hotel.
- (3) All expenses incurred for the sale or disposal referred to in the preceding paragraph (including expenses, if any, for the attendance by a notary public or other person at the opening of the safe-keeping box) shall be borne by the Guest.

10. REPAIR

If the Guest is requested by the hotel to empty the safe-keeping box or to take another safe-keeping box for the purpose of repairing the safe-keeping box or other unavoidable reasons, the Guest shall immediately comply with such request.

11. EMERGENCY MEASURES

If the hotel is requested to open the safe-keeping box by reason of law, or in case of an emergency such as fire, or when the items stored in the safe-keeping box are causing damage to the hotel, the hotel may open the safe-keeping box by using the spare key and, at its sole discretion, take appropriate measures. The hotel shall not be liable for any damage caused thereby.

12. DAMAGES

- (1) The hotel shall not be liable for any damage caused by the failure of the hotel to meet the request by the Guest to open the safe-keeping box in the event of fire, earthquake or other reason not attributable to the hotel, nor for any loss, deterioration, etc. of the items stored therein for these reasons.
- (2) The Guest agrees to compensate the hotel for any damage incurred by it or a third party which is caused by the items stored in the safe-keeping box.