

## New Otani Inn Yokohama Premium Terms and Conditions

### Scope of application

#### Article 1

1. The Accommodation Contract and related contracts concluded by the Hotel with the Guest shall be in accordance with the provisions of these Terms and Conditions, and matters not stipulated in these Terms and Conditions shall be governed by laws and regulations or generally established customs.
2. Notwithstanding the provisions of the preceding Paragraph, when the Hotel has entered into a special contract with the Guest insofar as it does not violate laws and regulations and generally accepted practices, the special contract shall take precedence.

### Application for Accommodation Contract

#### Article 2

1. A person who intends to apply for an accommodation contract with the hotel shall notify the hotel of the following matters.
  - (1) Name of the Guest(s)
  - (2) Date of accommodation and estimated time of arrival
  - (3) Accommodation charges (in principle, based on the Basic Accommodation Charges listed in Attached Table 1)
  - (4) Any other information deemed necessary by the Hotel.
2. In the case when the Guest requests, during his/her stay, to extend his/her stay beyond the date set forth 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. The Accommodation Contract shall be deemed to have been concluded when the Hotel has accepted the application set forth in the preceding Article. However, this shall not apply if it is proved that the hotel has not accepted the application.
2. When an Accommodation Contract 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 the Basic Accommodation Charges for the entire period of stay by the date specified by the Hotel.
3. The deposit shall first be applied to the Accommodation Charges to be paid by the

Guest, and in the event that the provisions of Article 6 and Article 18 apply, the deposit shall be applied in the order of the cancellation charges and then the reparations, and the remainder, if any, shall be refunded at the time of payment of the Accommodation Charges as stipulated in Article 12.

4. In the event that the Guest fails to pay the deposit by the date specified by the Hotel in accordance with the provisions of Paragraph 2, the Accommodation Contract shall become invalid. However, this shall apply only if the Hotel has notified the Guest to that effect when specifying the due date for payment of the deposit.

#### Special contract that does not require payment of application fee

##### Article 4

1. Notwithstanding the provisions of Paragraph 2 of the preceding Article, the Hotel may enter into a special contract that does not require the payment of the application fee set forth in the same Paragraph after the conclusion of the contract.

2. In the event that the Hotel does not request the payment of the application fee as set forth in Paragraph 2 of the preceding Article or does not specify the due date for payment of the application fee when accepting the application for an Accommodation Contract, it shall be treated as having accepted the special contract set forth in the preceding Paragraph.

#### Refusal to conclude an accommodation contract

##### Article 5

The Hotel may not accept the conclusion of an accommodation contract in the following cases.

- (1) When the application for accommodation does not comply with these Terms and Conditions;
- (2) When there is no room available due to full occupancy.
- (3) When it is deemed that the person seeking accommodation is likely to conduct himself or herself in a manner that will contravene the provisions of laws and regulations, public order or good morals in regard to his/her accommodation;
- (4) When the person seeking accommodation can be clearly identified as carrying an infectious disease;
- (5) When the Guest is requested to bear an unreasonable burden in relation to the accommodation;
- (6) When the Hotel is unable to provide accommodation due to a natural disaster, malfunction of the facilities, or other unavoidable reasons;

(7) When it is recognized that the person seeking accommodation is likely to cause significant inconvenience to other guests due to intoxication, etc., or when the guest behaves in a manner that causes significant inconvenience to other guests. (Article 4 of the Kanagawa Prefecture Hotel Business Law Enforcement Ordinance)

#### Guest's right to cancel the contract

##### Article 6

1. The Guest may cancel the Accommodation Contract by notifying the Hotel.
2. In the event that the Guest has cancelled the Accommodation Contract in whole or in part due to reasons attributable to the Guest (except in the case where the Hotel has requested payment of the deposit by specifying the due date in accordance with the provisions of Paragraph 2 of Article 3 and the Guest has cancelled the Accommodation Contract before such payment), the Hotel shall pay a cancellation charge in accordance with the provisions of Attached Table 2. However, in the case where the Hotel has entered into a special contract as stipulated in Paragraph 1 of Article 4, the same shall apply only when the Hotel has notified the Guest of the obligation to pay the cancellation charges in the event of cancellation by the Guest at the time of such special contract.
3. In the event that the Guest does not arrive by 10 p.m. on the accommodation date (or 2 hours after the expected time of arrival if the Guest has been notified in advance) without prior notice, the Hotel may regard the Accommodation Contract as having been cancelled by the Guest.

#### Our right to withdraw from the contract

##### Article 7

1. The Hotel may cancel the Accommodation Contract in the following cases:
  - (1) When it is recognized that the Guest is likely to conduct himself in a manner that will contravene the provisions of laws and regulations, public order or good morals in relation to his accommodation, or when it is recognized that he or she has committed such acts;
  - (2) When the Guest can be clearly recognized as a patient with an infectious disease;
  - (3) When the Guest is requested to bear an unreasonable burden in relation to the accommodation;
  - (4) When the Hotel is unable to provide accommodation due to reasons caused by force majeure such as natural disasters.
  - (5) When it is recognized that the person seeking accommodation is a drunk person and is likely to cause significant inconvenience to other guests, or when the guest behaves in

a manner that causes significant inconvenience to other guests. (Based on the provisions of Article 4 of the Kanagawa Prefecture Hotel Business Law Enforcement Ordinance.) )

(6) Smoking in bed, mischief with firefighting equipment, etc., and other prohibited acts stipulated by the Hotel (limited to those necessary for fire prevention). When you do not comply with the

2. In the event that the Hotel has cancelled the Accommodation Contract in accordance with the provisions of the preceding Paragraph, the Hotel shall not be entitled to charge the Guest for any accommodation services that the Guest has not yet received.

### Register your stay

#### Article 8

1. The Guest shall register the following items at the front desk of the Hotel on the day of accommodation.

(1) Name, address, age, gender, telephone number and occupation of the Guest;

(2) In the case of foreign nationals, nationality, passport number, gender,

(3) Date and estimated time of departure

(4) Any other information deemed necessary by the Hotel.

2. In the event that the Guest intends to pay his/her Accommodation Charges prescribed in Article 12 by any means other than Japanese currency, such as traveler's checks, coupons or credit cards, these credentials shall be shown in advance at the time of the registration prescribed in the preceding Paragraph.

### Occupancy time of the room

#### Article 9

1. The Guest may occupy the guest room of the Hotel from 3 p.m. to 11 a.m. However, in the case where the Guest is accommodated consecutively, the Guest may occupy the room all day long, except for the days of arrival and departure.

2. Notwithstanding the provisions of the preceding Paragraph, the Hotel may permit the Guest to occupy the guest room beyond the time prescribed in the same Paragraph. In this case, the following additional charges will be charged.

(1) Weekdays (Monday ~ Friday)    After 11 a.m.: 2,000 yen per hour (tax included)

(2) Saturdays, Sundays, and holidays    After 11 a.m.: 3,000 yen per hour (tax included)

(3) Common to all days    After 13:00 p.m.: 100% of the room rate

## Compliance with the Rules of Use

### Article 10

Guests are required to comply with the rules of use established by the Hotel and posted in the Hotel.

## business hours

### Article 11

1. The main business hours of the main facilities of the Hotel are as follows, and the detailed business hours of other facilities will be announced in the pamphlets, notices in various places, service directories in the guest rooms, etc.

(1) Service hours such as front desk and accounting:

- B. Curfew: Main entrance on the lobby floor                      24 hours
- B. Front    24 hours
- C. Front Accounting    24 hours

(2) Food and beverage (facility) service hours:

- イ. 朝食 (3階「下町 DINING&CAFE THE sea」)      7:00 a.m. ~ 10:00 a.m.
- ロ. 昼食 (3階「下町 DINING&CAFE THE sea」)      11:30 a.m. ~ 2:00 p.m.
- ハ. 夕食 (3階「下町 DINING&CAFE THE sea」)      5:30 a.m. ~ 10:00 p.m.

2. The hours set forth in the preceding paragraph may be changed temporarily if necessary or unavoidable. In that case, we will notify you by an appropriate method.

## Payment of fees

### Article 12

1. The breakdown of the Accommodation Charges, etc. payable by the Guest and the method of calculation thereof shall be as listed in Attached Table No. 1.

2. The Accommodation Charges, etc. set forth in the preceding Paragraph shall be paid at the front desk at the time of the Guest's departure or at the time of request by the Hotel, in Japanese currency or by any other means acceptable to the Hotel, such as traveler's checks, coupons, credit cards, etc.

3. Even if the guest does not voluntarily stay at the hotel after the hotel has provided the room to the guest and made it available for use, the accommodation fee shall be charged.

## Our Responsibilities

### Article 13

1. The Hotel shall compensate the Guest for any damage caused to the Guest in the performance of the Accommodation Contract and related contracts, or due to the failure thereof. However, this does not apply if it is not due to reasons attributable to the hotel.
2. The hotel has received the suitability mark from the fire department, but in order to deal with disasters, etc., the hotel is covered by ryokan liability insurance.

#### Handling when the contracted room cannot be provided

##### Article 14

1. In the event that the Hotel is unable to provide the contracted room to the Guest, the Hotel shall, with the consent of the Guest, arrange other accommodation of the same standard as far as possible.
2. Notwithstanding the provisions of the preceding Paragraph, when arrangement of other accommodation cannot be made, 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, if there is no reason attributable to the hotel for not being able to provide the room, the hotel will not pay the compensation.

#### Handling of deposited items, etc.

##### Article 15

1. In the event of loss, breakage, or other damage to goods, cash or valuables deposited at the front desk by the guest, the hotel shall compensate the guest for such damage, except in cases of force majeure. However, in the case of cash and valuables, if the Hotel has requested the Guest to declare the type and value of such items and the Guest has failed to do so, the Hotel shall compensate the Guest up to a maximum of 300,000 yen.
2. The Hotel shall compensate the Guest for any loss, breakage, or other damage caused by the Hotel's willful misconduct or negligence with respect to goods, cash or valuables brought into the premises of the Hotel by the Guest that were not deposited at the front desk. However, in the case of items for which the type and price have not been notified in advance by the guest, the hotel shall compensate for the damage up to a maximum of 300,000 yen.

#### Storage of the guest's baggage or personal belongings

##### Article 16

1. In the event that the Guest's baggage arrives at the Hotel prior to his/her arrival, the Hotel shall be responsible for keeping it and handing it over to the Guest at the front

desk at the time of check-in, only if the Hotel has agreed to do so prior to his/her arrival.

2. In the event that the baggage or belongings of the Guest are left behind at the Hotel after the Guest has checked out, and the owner of the baggage or personal belongings is identified, the Hotel shall contact the owner and ask for instructions. However, if there is no instruction from the owner, or if the owner cannot be identified, we will keep it for 7 days including the day of discovery, and then deliver it to the nearest police station.

3. The Hotel's liability for the custody of the Guest's baggage or belongings in the case of the preceding two Paragraphs shall be 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 the preceding Paragraph.

Responsibility for parking

Article 17

When the Guest uses the parking lot of the Hotel, regardless of whether or not the key to the vehicle is deposited, the Hotel shall only lend the space and shall not be responsible for the custody of the vehicle. However, in the event that the hotel intentionally or negligently causes damage in the management of the parking lot, the hotel shall be liable for compensation.

Guest's Responsibilities

Article 18

In the event that the Hotel suffers damage due to the intention or negligence of the Guest, the Guest shall compensate the Hotel for the damage.

■ Appendix 1 Breakdown and calculation method of accommodation charges, etc.

Amount to be paid by the	Breakdown		Consumption Taxes
	Accommodation	(1) Basic Accommodation Charges and Room Charges (2) Service charge [(1)×10%] (3) Consumption tax	( 1 + 2 ) × 10%
Food & Beverage	(4) Food, beverage and other usage fees (5) Service charge (10% × (4)) (6) Consumption tax	( 4 + 5 ) × 10%	

	other	(7) Telephone, telegram, fax (8) CATV Fees (9) Laundry fee (10) Other charges incidental to accommodation (11)消費税	(7), (8), (9), (10) × 10%
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remarks

1. For use of extra beds and sofa beds, it will be 5,000 yen per unit.
2. The printed form of the accommodation account shows that the consumption tax is Tax.
3. Taxes will be included in the tax.

#### ■ Appendix 2 Penalty

Notice of Termination The day I received		Overnight	Present	Previous Day	9 days ago	20 days ago
it	Number of contract applicants					
general	Up to 14 people	100%	80%	20%		
organization	15~99	100%	80%	20%	10%	
	More than 100	100%	100%	80%	20%	10%

caution

1. % is the ratio of the cancellation charge to the basic accommodation charge.
2. If the number of days contracted is shortened, the cancellation fee for one day (the first day) will be collected regardless of the number of days shortened.
3. In the event that the terms and conditions are canceled for some group guests (15 or more people), no penalty will be charged for the number of guests who are equivalent to 10% of the number of guests (rounded up if fractional) as of 10 days prior to the date of acceptance (or the date of acceptance if the application is accepted after that date).

#### Article 19 Disclaimer

The use of computer communication from within the hotel is at the customer's own risk. The Company shall not be liable for any damages incurred by the user as a result of interruption of the service due to a system failure or other reasons during the use of computer communication. In addition, if the Company or a third party suffers damage



due to an act that the Company deems inappropriate for the use of computer communications, the Company shall be required to compensate for the damage.

## **New Otani Inn Yokohama Premium Terms & Conditions**

In order to have a comfortable stay, please observe the following rules as stipulated in Article 10 of the Accommodation Contract.

If you do not comply with these rules, we may refuse your accommodation and use of the facilities in the hotel according to Article 7 of the Accommodation Contract.

record

### (1) Use of guest rooms

1. It is strictly prohibited to use the guest room for any purpose other than accommodation or eating or drinking.
2. Bringing food and drinks into the building without permission or ordering from outside is prohibited.
3. Please meet with visitors at Lobby.
4. Minors are not allowed to stay without the permission of their guardians.
5. A long-term accommodation contract does not give rise to any legal rights related to housing, such as leasehold rights, housing rights, or other legal rights related to housing.
6. Accommodation by persons other than registered guests is strictly prohibited.
7. When you arrive at your room, please check the location of the emergency exits and evacuation routes.
8. The use of candles in the guest rooms, corridors, etc., and the use of fire for heating and cooking are strictly prohibited.
9. Do not hang clothes or other items on the bracket or hang laundry to dry.
10. Do not misuse electrical products over 1.5 kilowatts.

### (2) About room keys, etc.

1. Please be sure to return your room key to the front desk when you leave the hotel. If you do not return it due to loss, etc., you will be required to pay the actual cost of the key.
2. If there is a visitor, please check with a door scope. If you think a person is suspicious, please contact the front desk (dial (6)).

(3) Valuables and belongings

1. Please leave your cash and valuables at the front desk. The safe in the room can only be used during the stay period. Please note that we are not responsible for any loss or theft in guest rooms or public spaces. Please refrain from keeping works of art and antiques.
2. The responsibility for the management of items entrusted to each facility in the hotel is determined by each facility.
3. Lost and found items will be kept for a certain period of time in the hotel, after which they will be handled in accordance with the Lost and Found Act.

(4) Payment, etc.

1. Please pay at the front desk at the time of departure. Please note that you may be asked to pay during your stay.
2. Please note that a deposit may be required upon arrival.
3. Please pay for deliveries such as TA-Q-BIN, taxi fare, ticket fee, shopping fee, etc. on the spot.
4. Please note that the use of the telephone in the room will be subject to a facility usage fee.

(5) Use of Customer Club Members

If it is recognized that there is a fact that violates the terms and conditions of accommodation for a customer club member, the membership will be revoked according to the customer club membership rules and future use will be refused.

(6) Organized crime groups, members of organized crime groups, and cases where there is a risk of violating public order

1. In accordance with the "Act on Prevention of Unjust Acts by Organized Crime Group Members" (enforced on March 1, Heisei 4), designated organized crime groups and designated organized crime group members, etc., please refrain from using the hotel. (If the fact is found after making a reservation or during use, we will refuse to use it at that time.) )
2. Anti-social groups and members of anti-social groups (organized crime groups, extremist groups, etc., as well as their members) are not allowed to use the hotel. (If the fact is found after making a reservation or during use, we will refuse to use it at that time.) )

3. In the event of violence, intimidation, blackmail, intimidating unreasonable demands, or similar acts, please refrain from using the hotel immediately. In addition, please refrain from those who have committed similar acts in the past.

4. If it is recognized that it is difficult to ensure the safety of the person using the hotel, such as mental weakness or loss of self due to chemicals, etc., or that there is a risk of danger, fear, or anxiety to other guests, the hotel will immediately refuse to use the hotel.

5. In the event of any disgust or inconvenience to other companies through loud voices, singing, noisy acts, or other acts in the building or in each room, or if there is any gambling or behavior that is contrary to public order and morals, the use of the site will be refused immediately.

6. If there is any other act similar to the above items, we will refuse to use it.

(7) Use of the parking lot

1. On the premises, you will be asked to follow the guidance and instructions of the staff.

2. Do not leave valuables or other items in a car in the parking lot. We are not responsible for any loss or theft while parked.

3. Street advertising vehicles are not permitted.

4. In addition, you will be required to comply with the on-street parking management regulations.

(8) Please refrain from bringing in the following items or acts that may disturb other guests in the hotel.

1. Distributing notices, posters, selling goods, exhibits, etc. without permission in the museum is strictly prohibited.

2. It is strictly prohibited to attempt to print the name and address of the Hotel, to take photographs or videos of all or part of the building or movable property, or to use other trademarks, designs, or other rights owned by the Hotel without permission.

3. Please do not move the equipment in the hotel or guest rooms from the designated place unnecessarily, or change or modify it without permission. In the unlikely event that these equipment is lost or damaged, you may be required to reimburse the actual cost.

4. Do not leave your belongings in the hallway or lobby.

5. Please do not bring the following items into the museum:

B. Pet animals, birds, etc. (excluding guide dogs and assistance dogs for the disabled)

B. Items that emit strange odors (including incense and incense)

C. Guns, swords, etc. without a permit

D. Explosives, volatile oils, etc. that are easily ignited or ignited

6. Please use your mobile phone in the hotel in a manner that does not disturb other guests.

7. Unauthorized gatherings and political activities are prohibited.

8. Demonstrations such as placards, bibs, bee wraps, banners, etc., and bringing in such acts are not permitted.