

Accommodations Contract ~Terms and Conditions~

Article 1 Purpose

1. This Accommodations Contract is entered into by and between the Hotel and persons/ parties who desire to use the services and facilities of the Hotel (hereinafter referred to as "Guest"), and the Guest shall be subject to comply with the terms and conditions stipulated in this document. Any item or matter not provided for herein shall be governed by laws and regulations and/or generally accepted practices in Japan.
2. If the Hotel enters into a special contract with a Guest, in so far as such special contract does not violate laws and regulations and /or generally accepted practices in Japan, notwithstanding the preceding Paragraph, the special contract shall take precedence.

Article 2 Accommodations Contract Application

1. A Guest who desires to make a reservation for accommodations at the Hotel shall provide the following information to the Hotel:
 - (1) Names of Guests and number of Guests
 - (2) Desired dates of accommodations and estimated time of arrival
 - (3) Accommodation charges (in principle, based on Table No. 1 Content of Basic Accommodation Charges attached)
 - (4) a. Name of applicant and contact information
b. Name of person/company paying accommodations and contact information
 - (5) Other information deemed necessary by the Hotel
2. If the Guest requests an extension of accommodations beyond the date stated according to 1. (2), the request shall be regarded as an application for a new Accommodations Contract.

Article 3 Conclusion of Accommodations Contract, Etc.

1. An Accommodations Contract shall be deemed concluded when the Hotel has duly accepted the application as stipulated in the preceding article. However, a contract shall be deemed not to have been concluded when there is proof that the Hotel did not accept the application.
2. When an Accommodations Contract becomes effective in accordance with the provisions of the preceding paragraph, the Guest shall pay, on or before the date stipulated by the Hotel, a specified deposit not exceeding the basic accommodation charges for the expected period of stay (amount to total accommodations charges for three days when the stay exceeds three days).
3. The deposit and application fee shall first be used to cover the overall charges for accommodations and use of the hotel facilities incurred by the Guest; second, the fee shall be used for cancellation fees as stipulated under Article 6 and reparations as stipulated under Article 18 if so required; and finally, the remainder, if any, shall be refunded at the time of settling the accommodations charges as stipulated in Article 12.
4. If the Guest fails to pay the deposit and application fee on or before the time and date requested by the Hotel as stipulated in Paragraph 2 of this Article, the Hotel shall treat the Accommodations Contract invalid. However, this clause shall only apply when the Hotel has specified to the Guest the period in which the deposit and application fee are to be paid.

Article 4 Special Contracts Not Requiring a Deposit and Application Fee

1. Notwithstanding the provisions of Article 3 Paragraph 2, the Hotel may enter into a special contract that does not require an accommodations deposit and application fee after a contract has been concluded, as stipulated in the same Paragraph.
2. If the Hotel does not request payment of the deposit and application fee as stipulated in Article 3 Paragraph 2, and/or does not specify a date for payment of the deposit and application fee at the time of accepting the Accommodations Contract application, it will be determined that the Hotel has accepted a special contract, as stipulated in the preceding Paragraph.

Article 5 Refusal of Accommodation Contracts

1. The Hotel reserves the right to refuse the application for an Accommodations Contract under any of the following cases:
 - (1) If the application for accommodations does not conform with the provisions of these terms and conditions.
 - (2) If the Hotel is fully booked and no rooms are available.
 - (3) If the Guest seeking accommodations is deemed liable to conduct oneself in a manner that may contravene with laws, act against public order or fail to maintain good morals in regard to accommodations.
 - (4) If the Guest seeking accommodations is clearly identified as carrying an infectious disease or is considered to be at risk of having a disease that may be infectious.
 - (5) If the party applying for accommodations is an antisocial group such as a syndicate organization, is a member of a syndicate organization or is associated with an organization that is connected to a syndicate organization.
 - (6) If the party applying for accommodations is a corporation or any other organization in which operations are controlled by a syndicate organization or a member of a syndicate organization.
 - (7) If the party applying for accommodations is a corporation where an executive director is a member of a syndicate organization.
 - (8) If party applying for accommodations makes any coercive and/or unreasonable demands such as threats of violence, blackmail, etc., or demands exceed the scope of what is considered to be reasonable services of the Hotel and/or its employees, or it is confirmed that the party has engaged in any similar activity in the Hotel or any other hotel.
 - (9) If the Hotel is unable to provide accommodations due to natural disasters, problems with facilities and/or other unavoidable causes.
 - (10) If the Guest is deemed liable to conduct and/or has conducted oneself in a manner that creates a disturbance and/or annoys other guests, such as drunken and disorderly behavior, or the Guest makes comments that may cause serious trouble to other guests.

Article 6 Right to Cancel Accommodations Contract by Guest

1. The Guest shall have the right to cancel the Accommodations Contract, doing so by notifying the Hotel.
2. Except in the case of the Guest cancelling the Accommodation Contract before payment of the deposit requested by the Hotel as stipulated in Article 3 Paragraph 2, if the Guest cancels the Accommodations Contract, in whole or in part, due to a cause for which the Guest is liable, the Guest shall pay cancellation charges as stipulated in Table 2 Cancellation Charges (attached). However, when a special contract, as stipulated in Article 4 Paragraph 1, has been concluded, the same shall apply only when the Guest is informed of the obligation to pay cancellation charges when the cancellation is made by the Guest.

3. If the Guest does not check-in by 8:00PM (or 2 hours after the expected time of arrival if the Hotel has been notified) and does not provide advanced notice of delays on the contracted check-in date, the Hotel may regard the Accommodations Contract as being cancelled by the Guest.

Article 7 Right to Cancel Accommodation Contracts by Hotel

1. The Hotel shall have the right to cancel Accommodations Contracts under any of the following cases:
 - (1) If the Guest is deemed liable to conduct and/or have conducted oneself in a manner that may contravene with laws, act against public order or fail to maintain good morals in regard to accommodations.
 - (2) If the Guest is clearly identified as carrying an infectious disease, or the Guest is considered at risk of having a disease that may be infectious.
 - (3) If the Hotel is unable to provide accommodations due to natural disasters and /or other causes of force majeure.
 - (4) If the Guest is deemed liable to conduct and/or has conducted oneself in a manner that creates a disturbance and/or annoys other guests, such as drunken and disorderly behavior, or the Guest makes comments that may cause serious trouble to other guests.
 - (5) If the Guest does not observe the prohibited actions stipulated in the Hotel Regulations.
 - (6) If the Guest does not refrain from prohibited actions such as smoking in bed, vandalism of firefighting facilities and other prohibitions of the Hotel Regulations (restricted to items deemed necessary to prevent the outbreak of fires).
 - (7) If the Guest is identified as a member of an antisocial group such as a syndicate organization or a person in associated with an organization that is connected to a syndicate organization.
 - (8) If the Guest is identified as a member of a corporation or any other organization where operations are controlled by a syndicate organization or a member of such syndicate organization.
 - (9) If the Guest is a member of a corporation where an executive director is the member of a syndicate organization.
 - (10) If the Guest makes any coercive and/or unreasonable demands such as threats of violence, blackmail, etc., or demands exceed the scope of what is considered to be reasonable services of the Hotel and/or its employees, or it is confirmed that the party has engaged in any similar activity in the Hotel or any other hotel.
2. If the Hotel cancels the Accommodations Contract in accordance with the preceding Paragraph, the Hotel shall not be entitled to charge the Guest for any of the services the Guest has not yet received (beyond the contracted period).

Article 8 Registration

1. The Guest shall register the following information at the Front Desk of the Hotel on the first day of accommodations:
 - (1) Name, age, gender, address and occupation of Guest(s)
 - (2) If the Guest is not of Japanese nationality, the Guest's passport number, and port and date of entry in Japan (a copy of the passport is required)
 - (3) Date and estimated time of departure
 - (4) Other information deemed necessary by the Hotel
2. If the Guest intends to pay the Accommodation Charges stipulated in Article 12 by any means other than Japanese currency, such as using travelers checks, hotel coupons or credit cards, the desired form of payment shall be informed and payment instrument shown in advance at the time of registration, as stipulated in the preceding Paragraph.

Article 9 Guest Room Occupancy Hours

1. As a general rule, the Guest shall have the right to occupy the contracted guest room of the Hotel from 14:00 on the day of arrival to 12:00 (noon) on following day (excluding accommodation plans where the check-in and check-out times are specified). However, if the Guest is staying for consecutive nights, the Guest may occupy the room all day long, except for the days of arrival and departure.
2. The Hotel may, notwithstanding the provisions stipulated in the preceding Paragraph, permit the Guest to occupy the room beyond the time prescribed in the same Paragraph. In this case, an extra charge for accommodations is to be paid as follows:
 - (1) Up to 3 hours: 25% of the room charge
 - (2) Up to 6 hours: 50% of the room charge
 - (3) More than 6 hours: 100% of the room charge

Article 10 Observing Hotel Regulations

The Guest shall observe the Cerulean Tower Tokyu Hotel Regulations established by the Hotel and posted within its premises.

Article 11 Service Hours

1. Business hours for the main facilities of the Hotel are listed in the Restaurant-use Regulations. For detailed information about the business hours of each facility, please refer to the Hotel brochure, signage at each venue or the Guest Services Directory provided in the guest room.
2. The business hours mentioned in the preceding Paragraph may be subject to temporary change due to unavoidable circumstances. Should this happen, Guests shall be informed by an appropriate means.

Article 12 Payment of Accommodation Charges

1. A breakdown of the accommodation and other charges the Guest shall pay is stipulated in Table No. 1 Content of Basic Accommodation Charges (attached).
2. The charges for accommodations and other items stipulated in the preceding Paragraph shall be paid in Japanese yen, or by any other means in Japanese currency such as traveler's check, Hotel coupons or credit cards recognized by the Hotel. Payment is to be made at the Front Desk or Executive Salon at the time of departure of the Guest or upon request from the Hotel.
3. In as long as the Hotel provided the guest room(s) to the Guest, Accommodation Charges shall be paid by the Guest even if the Guest voluntarily did not use the guest room(s).

Article 13 Liabilities of the Hotel

Should the Guest experience damages and said damages are proven to be the liability of the Hotel, the Hotel shall compensate the Guest for damages incurred by the Guest in the fulfillment or non-fulfillment of the Accommodations Contract and/or related contracts. However, the Hotel shall not be held responsible, in part or in whole, for damages caused due to reasons for which the Hotel is not liable.

Article 14 Measures when Unable to Provide Contracted Accommodations

1. If the Hotel is unable to provide the Guest with accommodations as agreed to, the Hotel, upon receiving consent from the Guest, shall do everything within reasonable effort to secure the Guest with accommodations that are equivalent or similar in condition.
2. In the event suitable alternative accommodations cannot be found, notwithstanding the provision of the preceding Paragraph, the Hotel shall pay to the Guest a monetary penalty as compensation, and said compensation shall be considered as full payment for the breach of contract. The Hotel, however, shall not pay to the Guest any monetary compensation in the event a guest room cannot be provided due to reasons for which the Hotel is not liable.

Article 15 Handling of Deposited Articles

1. The Hotel shall compensate the Guest for damage to goods, cash or valuables deposited at the Front Desk by the Guest if said items are lost, broken or experience other forms of damage during the safekeeping period, except when damage has occurred due to causes of force majeure. However, when the Hotel requests the Guest to report the kind and value of the items and the Guest fails to do so, the Hotel shall compensate the Guest up to a maximum of 150,000 yen.
2. The Hotel shall not compensate the Guest for damage to goods, cash or valuables that are brought onto the premises of the Hotel by the Guest and not deposited at the Front Desk, unless however, the Hotel is liable for the intent or negligence that results in damage to said goods, cash or valuables. If the Hotel is liable, for articles of which the kind and value of the items was not reported in advance by the Guest, the Hotel shall compensate the Guest up to a maximum of 150,000 yen.

Article 16 Custody of Baggage/Belongings of Guest

1. If the baggage of the Guest is brought into the Hotel before his/her arrival, the Hotel shall be liable to store it only when such a request has been received and accepted by the Hotel. The baggage shall be handed over to the Guest at the Front Desk at the time of check-in.
2. If Guest luggage or belongings are forgotten or left behind on the Hotel premises after the Guest has checked out and the ownership of the articles is confirmed, the Hotel shall inform the owner of the article(s) in its possession, and ask for further instructions. If the owner does not provide instructions to the Hotel, or when ownership cannot be confirmed, the Hotel shall handle the article(s) in accordance with the Lost Goods Act.
3. The liability of the Hotel regarding the custody of the Guest's baggage and belongings in the case of the two preceding Paragraphs shall be assumed in accordance with the provisions Article 15 Paragraph 1, and with the provisions of Article 15 Paragraph 2 in the case of Paragraph 2.
4. Articles found on the premises of the Hotel will be kept for a specified period of time, and after that, will be handled in accordance with the Lost and Found Articles Law.

Article 17 Parking Lot Liability

The Hotel only offers a space for parking vehicles and shall not be held liable for storage of vehicles of customers using the hotel, regardless of whether or not the key of the vehicle has been deposited with the Hotel. However, the Hotel shall compensate customers using the hotel for damage caused as the result of intent or negligence on the part of the Hotel, in regards to management of the parking lot.

Article 18 Liability of the Guest

The Guest shall compensate the Hotel for the damage caused due to intent or negligence on the part of the Guest.

Article 19 Management of Personal Information

In the Hotel, personal information provided by the Guest is treated in an appropriate manner following the Privacy Policy of the Hotel.