

Terms and Conditions of Accommodation Contracts

Article 1. Scope of Application

1. Contracts for accommodation and related agreements entered into between this Hotel and the Guest/s to be accommodated shall be subject to these Terms and Conditions. And any items not covered herein shall be governed by laws and regulations and/or generally accepted practices.
2. If the Hotel has entered into a special contract with the Guest/s and if this special contract does not violate laws and regulations and generally accepted practices, notwithstanding the preceding Paragraph, the special contract shall take precedence over the provisions of these Terms and Conditions.

Article 2. Application for Accommodation Contracts

1. A 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 Rate Required (based, in principle, on the Basic Accommodation Rates listed in the Attached Table No. 1) or credit card number guaranteed; and
 - (4) Other Particulars deemed necessary by the Hotel.
2. If 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 same time such request is made.

Article 3. Conclusion of Accommodation Contracts, etc.

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 (or 3 days when the period of stay exceeds 3 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 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. If 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.

Article 4. Special Contracts Requiring No Accommodation Deposit

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 this Paragraph.
2. If 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 the Accommodation Contract has been accepted, it shall be deemed that the Hotel has accepted a special contract as prescribed in the preceding Paragraph.

Article 5. Refusal of Accommodation Contracts

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

- (1) When the application for accommodation does not conform to the provisions of these Terms and Conditions.
- (2) When the Hotel is fully booked and no rooms are available.
- (3) When the prospective guest is deemed liable to conduct himself/herself in a manner that will contravene the laws or act against the public order or good morals in regard to his/her accommodation.
- (4) When the prospective guest is deemed to be corresponding to the following ① to ③.
 - ① The law in respect to prevention, etc. against illegal actions by gang members (1991 Law item 77) stipulated article 2 item 2 (hereinafter referred to as "gang group"), gang member

stipulated by the same article item 6 (hereinafter referred to as "gang member"), gang group semi-regular members or gang member related persons and other antisocial forces.

- ② When a corporate body or other organization where gang group or gang members control business activities in.
- ③ A corporate body which has persons relevant to gang members in its board members.
- (5) When the prospective guest is in case of causing serious inconvenience to other guests.
- (6) When the prospective guest is deemed to obviously have an infectious disease.
- (7) When requests for accommodation are made in a violent manner, or when unreasonable demands are made.
- (8) When the Hotel is unable to provide accommodation due to natural disasters, malfunction of the facilities and/or other unavoidable causes.
- (9) When the prospective guest is obviously intoxicated and deemed liable to significantly inconvenience other guests. (Article 15, Chiba Prefectural Hotel and Ryokan Management Law Enforcement Ordinance)

Article 6. Right to Cancel Accommodation Contract by the Guest

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 listed in the Attached Table No. 2. However, in the case when a special contract as prescribed in Paragraph 1 of Article 4 has been concluded, this 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 p.m. of the accommodation date (or 2 hours after the expected time of arrival if the Hotel is notified of it) without advance notice, the Hotel may regard the Accommodation Contract as being cancelled by the Guest.

Article 7. Right to Cancel Accommodation Contracts by the Hotel

1. The Hotel may cancel the Accommodation Contract under any of the following cases:
 - (1) When the Guest is deemed liable to conduct himself/herself in a manner that will contravene the laws or act against the public order or good morals in regard to his/her accommodation, or has already conducted himself/herself in such manner.
 - (2) When the Guest is deemed to be corresponding to the following ① to ③.
 - ① Gang group, gang members, gang group semi-regular members or gang member related persons and other antisocial forces.
 - ② When a corporate body or other organization where gang group or gang members control business activities in.
 - ③ A corporate body which has persons relevant to gang members in its board members.
 - (3) When the guest is in case of causing serious inconvenience to other guests.
 - (4) When the Guest is deemed to obviously have an infectious disease.
 - (5) When requests for accommodation are made in a violent manner, or when unreasonable demands are made.
 - (6) When the Hotel is unable to provide accommodation due to natural disasters, such as force majeure.
 - (7) When the Guest behaves in a manner that significantly inconveniences other guests. (Article 15, Chiba Prefectural Hotel and Ryokan Management Law Enforcement Ordinance)
 - (8) When the Guest engages in prohibited actions such as smoking except in the areas Designated by the Hotel, tampering with the fire-fighting facilities, or when the Guest does not comply with the prohibitions of the Hotel Regulations (restricted to items required for fire prevention).
2. When the Hotel cancels the Accommodation Contract in accordance with the preceding Paragraph, the Hotel shall not charge the Guest for any of the services which has not been yet provided.

Article 8. Registration

1. The Guest shall register the following particulars at the reception desk of the Hotel on the day of accommodation:
 - (1) Name, age, sex, address and occupation of the Guest/s.
 - (2) Nationality, passport number, port and date of entry into Japan. (Not applicable to Japanese nationals)
 - (3) Date and estimated time of departure.
 - (4) Other particulars deemed necessary by the Hotel.
2. If 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, hotel vouchers or credit cards, these credentials shall be shown in advance at the time of the registration prescribed in the preceding Paragraph.

Article 9. Occupancy Hours of Guest Rooms

1. The Guest is entitled to occupy the contracted guest room of the Hotel from 3 p.m. of the arrival day to noon on day of departure. 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) Up to 3 hours: 30% 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. Observance of Regulations

The Guest shall observe the Hotel Regulations, which are posted within the premises of the Hotel

Article 11. Business Hours

1. The main facilities of the Hotel shall be notified in detail by brochures as provided, notices displayed in each place, service directories in guest rooms and others.
2. The business hours specified in the preceding Paragraph are subject to temporary changes due to unavoidable causes. In such a case, the Guest shall be informed by appropriate means.

Article 12. Payment of Accommodation Charges

1. The breakdown and method of calculation of the Accommodation Charges, etc. that the Guest shall pay are shown in the Attached Table No.1.
2. Accommodation Charges, etc. as stated in the preceding Paragraph shall be paid in Japanese currency or by any means other than Japanese currency such as traveler's checks, hotel vouchers or credit cards recognized by the Hotel at the reception desk at the time of the departure of the Guest or upon request by the Hotel.
3. Accommodation Charges shall be paid even if the Guest voluntarily does not utilize the accommodation facilities provided for him/her by the Hotel and are at his/her disposal.

Article 13. Liabilities of the Hotel

1. The Hotel shall compensate the Guest for any damage if the Hotel has caused such damage to the Guest in the fulfillment or the non-fulfillment of the Accommodation Contract and/or related agreements. However, the same shall not apply in the case where such damage has been caused due to reasons for which the Hotel is not liable.
2. The Hotel has installed equipment and implements inspections and maintenance in compliance with the Fire Defense Law of Japan. The Hotel is also covered by Hotel Liability Insurance in case fire and/or other disasters should occur.

Article 14. Procedure when the Hotel is unable to provide Contracted Rooms

1. When the hotel is unable to provide contracted rooms, the hotel shall arrange accommodation of the same standard elsewhere for the Guest insofar as practicable with the consent of the Guest.
2. When arrangement of other accommodation cannot be made notwithstanding the provisions of the preceding Paragraph, the Hotel shall pay the Guest a compensation fee equivalent to the cancellation charges and the compensation fee shall be applied to the reparations. However, when the Hotel is unable to provide accommodation due to causes for which the Hotel is not liable, the Hotel shall not compensate the Guest.

Article 15. Handling of Deposited Articles

1. The Hotel shall compensate the Guest for any damage when loss, breakage or other damage is caused to the goods, cash or valuables deposited at the reception desk by the Guest, except in the case when this has occurred due to causes of force majeure. However, regarding cash and valuables, when the Hotel has requested the Guest to describe the nature and value of these items but the Guest has failed to do so, the Hotel shall only compensate the Guest up to a maximum of 150,000 yen.
2. The Hotel shall compensate the Guest for damage when loss, breakage, or other damage is caused, through intention or negligence on the part of the Hotel, to the goods, cases or valuables which are brought into the premises of the Hotel by the Guest but are not deposited at the reception desk. However, for articles which the Guest has not stated the nature and value of in advance, except in case of the damage caused through intention or gross negligence on the part of the Hotel, the Hotel shall only compensate the Guest up to a maximum of 150,000 yen.

Article 16. Custody of Baggage and/or Belongings of the Guest

1. When the baggage of the Guest is brought into the Hotel before his/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 reception desk at the time of his/her check-in.
2. When baggage or belongings of the Guest are found left after his/her check-out, and the ownership of the article/s is confirmed, the Hotel shall inform the owner of the article/s left and ask for further instructions. When no instructions are given to the Hotel by the owner or when the ownership is not confirmed, the Hotel shall keep the article/s for 7 days including the day it is found, and after this period, the Hotel shall turn it over to the nearest police station.
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.

Article 17. Liability in regard to Parking

The Hotel shall not be liable for the custody of the vehicle of the Guest when the Guest utilizes the parking lot within the premises of the Hotel, as it shall be regarded that the Hotel merely 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 any damage caused through intention or negligence on the part of the Hotel in regard to the management of the parking lot.

Article 18. Liability of the Guest

1. The Guest shall compensate the Hotel for any damage caused through intention or negligence on the part of the Guest.
2. In cases where it is apparent that smoking has occurred in the building such as when used cigarettes or their smell is discovered in the building, the Hotel shall hold the Guest liable for related expenses, including room deodorization and bedding/curtain/wallpaper cleaning expenses. In addition, the Hotel shall hold the Guest liable for the payment of any business reparations for revenue losses incurred through being unable to sell the facilities due to such repairs and cleaning activities.

Article 19. Language

Although these Terms and Conditions are made available in both Japanese and English as a courtesy, regarding any discrepancies or differences that may arise between the two versions, the Japanese version shall take precedence.

Article 20. Jurisdiction and Governing law

Any and all disputes arising in connection with these Terms and Conditions shall be settled in accordance with Japanese law at the Japanese court having legal jurisdiction over the location of this Hotel.

**Attached Table No. 1: Calculation method for Accommodation Charges, etc.
(Ref. Paragraph 1 of Article 2 and Paragraph 1 of Article 12)**

Contents	
Total Amount to be paid by the Guest	Accommodation Rates
	① Basic Accommodation Rates (Room charge(as well as Room charge + Food & Drink charges such as Breakfast))
	② Service charge (① × 10%)
	Extra Charges
	③ Meals & Drinks and Other Expenses (excluding those contained in ①)
	④ Service charge (③ × 10%)
Tax	
⑤ Consumption tax	

Remarks:

1. Basic Accommodation Rates are based on the tariffs
2. Those Charges are subject to change based on revisions on the Tax Laws concerned.

Attached Table No.2: Cancellation Charge (Ref. Paragraph 2 of Article 6)

Contracted Number of Guests		Date When Cancellation of Contract is Notified						
		No Show	24 hours prior	48 hours prior	7 Days prior	14 Days prior	20 Days prior	30 Days prior
Individual	1 to 14	100%	100%	50%				
	15 to 99	100%	100%	50%	20%	10%		
Group	100 and more	100%	100%	80%	60%	40%	20%	10%

Remarks:

1. The percentages signify the rate of cancellation charge of the Basic Accommodation Charge.
2. When the number of days contracted is shortened, cancellation charge for the first day shall be paid by the Guest regardless of the number of days shortened.
3. When part of a group booking (for 15 persons or more) is cancelled, a cancellation charge is not made for the number of persons equivalent to 10% of the number of persons booked as of 10 days prior to the occupancy (When booking is accepted less than 10 days prior to the occupancy, that date is the basis for the calculation.) with fractions counted as a whole number.
4. If there is the individual cancellation policy in an accommodation package plan, it will be given priority.

Hotel Regulations

In order to insure the safety of our guests and a comfortable stay at the Tokyo Bay Maihama Hotel, we have drawn up these Regulations in accordance with Article 10 of the Accommodation Contract. If a guest does not comply with these Regulations, the Hotel reserves the right to refuse further use of the guest's Hotel room and other Hotel facilities pursuant to Article 7 of the Accommodation Contract. The Hotel will not be liable for any failure of guests to comply with the Regulations.

For your safety and security

1. Please refrain from using any electrical appliances such as heaters, cooking or ironing appliances in the room.
2. Smoking in bed or in any place likely to cause a fire is strictly prohibited.
3. Please refrain from any other acts which may cause a fire in your room or other places.
4. Room doors lock automatically when you close them, so be sure to take your room key with you when you leave the room. Make sure that your room door is properly closed.
5. Please be sure to use the door latch whenever you stay in the guest room, particularly at night. Do not admit unknown visitors into the room, and when in doubt, please contact the Reception Desk.
6. Visitors are not allowed in guest rooms.
7. This Hotel is equipped with equipment including smoke detectors and fire extinguishers in accordance with fire safety laws. The Hotel shall be held free of any responsibility in any case where any harm or loss to the Guest is incurred due to the activation of such sprinklers and other equipment due to smoking.
In addition, in cases where damage is caused to the Hotel or to other guests, the Hotel shall be entitled to reparations for such damage.

Safety of valuables and personal possession

1. A safe deposit box for money and valuables is available in your room. The management will not be responsible for the theft or loss of cash and/or valuables.
2. The Hotel will keep articles left by guests for 7 days including the date the items are found, and then the Hotel will turn these articles over to the nearest police station.
3. The Hotel shall keep personal possessions held in custody for one month. If you or your agent does not come to reclaim these items when this one-month period has elapsed, or if we receive no instructions from you, we will deem that you do not intend to reclaim these items and we will dispose of them as stipulated by the relevant laws.

Regarding payment

1. Please pay your bills with Japanese currency or traveler's checks, hotel vouchers or credit cards recognized by the Hotel whenever requested by the cashier while staying at the Hotel. When making charges to your room at any Hotel restaurant, bar or other place, please show your room key or accommodation card.
2. You may be required by the Hotel to pay a portion of room charges as a guarantee of payment when you check in.
3. The Hotel is unable to cash any checks other than traveler's checks issued by banks or other recognized financial institutions.

Your cooperation is requested

1. Please do not bring into the Hotel any of the following.
 - (1) Animals or birds of any kinds. (Except "Service Dogs" for the disabled)
 - (2) Things likely to cause bad odor and/or loud sound.
 - (3) Explosives or inflammables.
 - (4) Unregistered firearms or swords, or other articles prohibited by local laws.
2. Please do not gamble and/or commit any offense against public decency or public order, and please do not inconvenience other guests by making loud noises in the Hotel.
3. Only people registered as Hotel guests can use the guest rooms.
4. Please do not use the guest room for purposes other than accommodation.
5. Please do not use the Hotel for soliciting business of any type unless specifically authorized.
6. You are reminded that unauthorized publication for business purposes of photographs taken on the premises of the Hotel may be subject to legal action.
7. Please refrain from using equipment and fixtures for purposes other than those intended. Please do not take equipment or fixtures out of the Hotel.
8. Please do not display anything on or near the window that might detract from the appearance of the Hotel.
9. Please refrain from ordering food and drinks from outside of the Hotel.
10. Please refrain from going out of your room in nightwear and/or slippers.

Information regarding emergencies

This is to inform you of the necessary information in preparation for emergencies such as disasters. At Tokyo Bay Maihama Hotel, for the safety of our guests, we always maintain an emergency management system of the highest level, but to be prepared for anything that might occur, we ask for your cooperation in reading through this information.

1. When you reach your room

- Please check for the emergency exit nearest to your room. We have affixed a map to the inner side of your room door.
- We prepared penlights under the desk in case of a power outage. Please check where it is located.

2. If a fire breaks out

- If you discover a fire, please do not approach the source of the fire and contact a nearby member of the staff or the front desk immediately. Please notify those around you as well. Please also contact us if there is a possibility of a fire as well, such as the appearance of smoke or an odor.
- In the event of a fire, we will notify guests through an emergency broadcast in the hotel. Our staff will guide you to a safe place, so please stay calm and evacuate.
- When evacuating, please cover your mouth and nose with a cloth, etc., stay low, and evacuate without panicking.
- When evacuating, please use the emergency staircase instead of the elevator. If you require assistance, please contact the staff.
- If it is difficult to see due to smoke, etc., please use the penlight in your room.
- After evacuating, it is extremely dangerous to return to the hotel, so please refrain from doing so.

3. If an earthquake occurs

- Please open your door to secure an evacuation route.
- Please do not use fire.
- Tokyo Bay Maihama Hotel has been built to withstand earthquakes.
- If an earthquake occurs, please stay away from windows, get under a table, etc. and protect your head and body until the shaking stops.
- If evacuation is necessary, we will notify guests through the hotel's emergency broadcast and the hotel staff will guide you, so please evacuate without panicking.
- When evacuating, please protect your head from falling objects and avoid areas where the risk of falling is present and areas with glass as much as possible.
- There might be falling objects or broken pieces of glass on the ground, so please evacuate with your shoes, not slippers.
- If you cannot see the ground due to a power outage, etc, please use the penlight in your room.
- The elevator is dangerous, so please do not use it and use the emergency staircase instead. If you require assistance, please contact the staff.
- After evacuating, it is extremely dangerous to return to the hotel, so please refrain from doing so.
- Water and the restroom might be unusable due to a water outage.

4. If a typhoon approaches or directly hits the hotel

- Please do not open the windows in your room for safety reasons.
- If a power outage occurs, please do not panic and wait for instructions from the staff.

5. If you are unwell

- If you are feeling unwell, please contact a nearby member of the staff or the front desk. Thermometers and ice pillows are available.
- If you have vomited, please contact a nearby member of the staff or the front desk. Our staff will come to clean it up.
- If you require a diagnosis at a hospital or an ambulance, please contact a nearby member of the staff or the front desk.

6. If you find a suspicious item

- If you discover a suspicious item in the hotel, for your own safety, please do not approach or touch it and instead contact a nearby member of the staff or the front desk.

If there is anything else, please approach a nearby member of the staff.