

General Terms and Conditions for Accommodation

February 1, 2023

Auberge TOKITO



Article 1. Scope of Application

1. These General Terms and Conditions for Accommodation (these “Terms and Conditions”) are Standard Terms and Conditions as prescribed by Article 548-2, Paragraph 1 of the Japanese Civil Code, due to come into effect on April 1, 2020. Contracts for accommodation and related agreements to be entered into between this Property and the Guest shall be subject to these Terms and Conditions. Any particulars not provided herein shall be governed by the laws and regulations and/or generally accepted practices.
2. Notwithstanding the preceding paragraph, a special contract shall take precedence over the provisions of these Terms and Conditions if the Property agrees special conditions with the Guest and such special conditions do not violate the laws and regulations and generally accepted practices.

Article 2. Application of these Terms and Conditions

1. A Guest who intends to make an application for accommodation with the Property shall notify the Property of the following particulars:
 - (1) Name(s) of the Guest(s);
 - (2) Date of accommodation and estimated time of arrival;
 - (3) Contact information of the Guest(s);
 - (4) Number of Guests (Guests under 16 years of age may not stay. Guests 16 years of age and older shall be deemed as one adult guest and may not share a bed.) and the accommodation fee (in principle, in accordance with the Basic Accommodation Charge indicated in Appendix 1); and
 - (5) Other particulars deemed necessary by the Property.
2. In the case of the Guest requesting, during his/her stay, an extension of the accommodation beyond the date set forth in item 2 of the preceding paragraph, this shall be regarded as an application for a new Accommodation Contract at the time such request is made.

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Article 3. Execution of Accommodation Contracts

1. A contract for accommodation under these Terms and Conditions (each, an “Accommodation Contract”) shall be deemed to have been executed when the Property has duly accepted an application as stipulated in the preceding article; provided, however, that the same shall not apply when the Property proves that it has not accepted the application.
2. When an Accommodation Contract is executed in accordance with the provisions of the preceding paragraph, the Guest will be requested to pay an accommodation deposit for such Accommodation Contract covering the Guest’s entire period of stay by the first day of his/her stay or by the date separately specified by the Property.
3. The deposit shall firstly be first 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 payment of the Accommodation Charges as stated in Article 12.
4. When the Guest fails to pay the deposit by the first day of his/her stay or by the date specified in paragraph 2, the Accommodation Contract shall become invalid; provided, however, that, in cases where the due date for payment of the deposit is specified by the Property, the same shall apply only if the Guest is informed by the Property about such due date.

Article 4. Special Contracts Requiring No Accommodation Deposit

1. Notwithstanding the provisions of paragraph 2 of the preceding article, the Property may enter into a special contract requiring no accommodation deposit after the Accommodation Contract has been executed as stipulated in the same paragraph.
2. In cases where the Property states that it does not request payment of the deposit as stipulated in paragraph 2 of the preceding article when it accepts the application for an Accommodation Contract, this shall be treated as if the Property has accepted a special contract as prescribed in the preceding paragraph.

Article 5. Refusal of Accommodation Contracts

The Property may refuse to execute an Accommodation Contract under any of the following cases:

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The Property may refuse to execute an Accommodation Contract under any of the following cases:

- (1) When the application for accommodation does not conform with the provisions of these Terms and Conditions;
- (2) When there are no rooms available due to lack of vacancies;
- (3) When there is a suspicion that the person seeking accommodation will conduct himself/herself in a manner that will contravene the laws or go against the public order or good morals in regard to his/her accommodation;
- (4) When the person seeking accommodation falls under any of the following:
 - a. An organized crime group (“Organized Crime Group”) as specified under Article 2, Item 2 of the Act on Prevention of Unjust Acts by Organized Crime Group Members (Act No. 77 of 1991), an organized crime group member (“Organized Crime Group Member”) as specified under Article 2, Item 6 of such Act, an associate member of an Organized Crime Group, an Organized Crime Group affiliate, or any other anti-social force;
 - b. A business or corporation whose activities are controlled by an Organized Crime Group or Organized Crime Group Member; or
 - c. A corporate body whose officer is an Organized Crime Group Member.
- (5) When the person seeking accommodation is a minor (under 18 years of age); however, such Guest may be admitted upon consent being provided in advance by a guardian or when supervised by an accompanying guardian;
- (6) When the person seeking accommodation speaks or acts in a way that may cause significant nuisance to other Property guests;
- (7) When the person seeking accommodation can be clearly detected as carrying an infectious disease;
- (8) When the person seeking accommodation has used violence in making demands concerning accommodation or has requested the Property to assume an unreasonable burden;
- (9) When the Property is unable to provide accommodation due to natural disaster, dysfunction of the facilities and/or other unavoidable causes; or
- (10) When the person seeking accommodation falls under the provisions of Article 5, Items 1 and 2 of the Tokyo Hotel Business Act.

Article 6. Right of Guest to Cancel Accommodation Contract

1. The Guest is entitled to cancel an Accommodation Contract by so notifying the

Property.

2. In the case where the Guest cancels an Accommodation Contract in whole or in part due to causes for which the Guest is liable (except in the case when the Property has requested the payment of a deposit during the specified period as prescribed in Article 3, Paragraph 2 and the Guest has canceled before the payment), the Guest shall pay Cancellation Charges as listed in Appended Table 2; however, in the case where a special contract as prescribed in Article 4, Paragraph 1 has been executed, the same shall apply only when the Guest is informed of the obligation to pay the penalty in case of cancellation by the Guest.
3. In the case where the Guest fails to appear at the Property by 5:00 p.m. on the accommodation date (or two (2) hours after the expected time of arrival if the Property is notified thereof) without advance notice, the Property may regard the Accommodation Contract as having been canceled by the Guest.

Article 7. Right of Property to Cancel Accommodation Contract

1. The Property may cancel an Accommodation Contract under any of the following cases:
 - (1) When the Guest is deemed liable to conduct and/or has conducted himself/herself in a manner that will contravene the laws or go against the public order or good morals in regard to his/her accommodation;
 - (2) When the Guest is deemed to fall under any of the following:
 - a. An Organized Crime Group, an Organized Crime Group Member, an associate member of an Organized Crime Group, an Organized Crime Group affiliate, or any other antisocial force;
 - b. A business or corporation whose activities are controlled by an Organized Crime Group or Organized Crime Group Member; or
 - c. A corporate body whose officer is an Organized Crime Group Member.
 - (3) When the Guest speaks or acts in a way that causes a significant nuisance to other Property guests, visitors, and employees for irrational reasons (including, without limitation, obstruction of business and harassment);
 - (4) When the Guest can be clearly detected as carrying an infectious disease;
 - (5) When the Guest uses violence in making demands concerning accommodation or requests the Property to assume an unreasonable burden;
 - (6) When the Property is unable to provide accommodation due to natural disasters and/or other unavoidable causes;
 - (7) When the Guest falls under the provisions of Article 5, Items 1 and 2 of the

Tokyo Hotel Business Act;

- (8) When the Guest engages in prohibited actions such as smoking inside the Property, vandalizing the firefighting facilities or other prohibitions of the House Regulations stipulated by the Property (restricted to particulars deemed necessary to prevent the causing of fires);
 - (9) When the Guest films or makes other recordings and publishes or broadcasts such data for revenue or other commercial purposes, without the Property's consent;
 - (10) When the Guest invites a person other than those registered as set forth in the following article into the Guest's room temporarily or for an overnight stay without the Property's consent; or
2. In the case where the Property cancels an Accommodation Contract in accordance with the provisions of the preceding paragraph (except for Paragraph 1, Items 4 and 6), the Property will not refund the accommodation charge.

Article 8. Registration

1. The Guest shall register the following particulars at the front desk of the Property on the day of accommodation:
 - (1) Name, age, gender, address and occupation of the Guest(s);
 - (2) For non-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 Property.
2. In the case when the Guest intends to pay his/her Accommodation Charges prescribed in Article 12 by any means other than cash in Japanese currency, such as traveler's checks, coupons or credit cards, or mobile devices, such means of payment shall be shown in advance at the time of 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 Property from 2:00 p.m. to 11:00 a.m. the following day
2. Notwithstanding the provisions prescribed in the preceding paragraph, the Property may permit the Guest to occupy the room beyond the time prescribed in the same paragraph. In this case, extra charges shall be paid as set forth in Appended Table 1.

Article 10. Observance of House Regulations

The Guest shall observe the House Regulations established by the Property, which are to be posted within the premises of the Property and website.

Article 11. Business Hours

The business hours of the main facilities, etc. of the Property are explained in the facility information provided separately, and detailed business hours of other facilities are provided in brochures and displays at major points inside the Property, in the in-room service directory and by other means. The business hours are subject to temporary changes due to unavoidable causes on the part of the Property. In such case, the Guest shall be informed by appropriate means.

Article 12. Payment of Accommodation Charges

1. The breakdown of the accommodation charges, etc. (the "Accommodation Charges") that the Guest shall pay is as listed in Appended Table 1.
2. Accommodation Charges as stated in the preceding paragraph shall be paid with Japanese currency or by any means other than Japanese currency such as traveler's checks, coupons or credit cards recognized by the Property at the front desk at the time of the Guest's departure or upon request by the Property.
3. Accommodation Charges shall be paid even if the Guest voluntarily does not utilize the accommodation facilities which have been provided for him/her by the Property and are at his/her disposal.

Article 13. Property's Liability

1. The Property shall compensate the Guest for damage caused by the Property to the Guest in the fulfillment or the non- fulfillment of an Accommodation Contract and/or related agreement; however, the same shall not apply in cases when such damage has been caused due to reasons for which the Property is not liable.
2. The Property is covered by hotel liability insurance in order to deal with unexpected fires and/or other disasters. The Guest shall confirm the emergency light provided in the guest room and the evacuation route on each floor during his/her stay.
3. The Guest shall take the following precautions in the event of a major earthquake:
 - a. Keep away from windows to avoid injury from broken glass;
 - b. Take cover under a table or the like to avoid injury from falling objects; and

- c. Pay attention to in-house announcements.
4. The Guest consents in advance to streaming by webcams installed at various locations for the purpose of achieving safety and security management at the Property.

Article 14. Arrangements When Property is Unable to Provide Contracted Rooms

1. The Guest consents that, when the Property is unable to provide contracted rooms, the Property shall arrange accommodation of the same or higher standard elsewhere for the Guest, insofar as it is practicable.
2. Notwithstanding the provisions of the preceding paragraph, if it is not possible to arrange other accommodation, the Property shall pay the Guest compensation equivalent to the cancellation charges and the compensation fee shall be applied to reparations to the Guest; provided, however, that when the Property is unable to provide accommodation due to causes for which the Property is not liable, the Property shall not be required to compensate the Guest.

Article 15. Handling of Deposited Goods

1. The Property shall compensate the Guest for damage when loss, breakage or other damage is caused to the Guest's belongings deposited at the front desk by the Guest, except when such damage has occurred due to a force majeure. However, for cash and valuables, when the Property has requested the Guest to report the kind and value thereof but the Guest has failed to do so, the Property shall compensate the Guest only up to a maximum of 100,000 Japanese yen. The Property may not be able to keep certain cash, valuables and breakable items of the Guest. The Guest shall use the safe provided in the guest room to store his/her valuables.
2. The Property shall compensate the Guest for damage when loss, breakage or other damage is caused, through the willful intention or negligence of the Property, to the goods, cash or valuables which are brought into the premises of the Property by the Guest but are not deposited at the front desk. However, for articles whose kind and value have not been reported in advance by the Guest, except in the case of damage caused through the willful intention or gross negligence of the Property, the Property shall compensate the Guest only up to a maximum of 100,000 Japanese yen.

Article 16. Custody of Baggage and/or Belongings of Guests

1. When a Guest's baggage is brought into the Property before his/her arrival, the Property shall only be liable to keep the same in cases where such a request has been accepted by the Property in advance. 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 a Guest are found left at the Property after his/her check-out, and when instructions for handling the same have not been communicated to the Property by the owner or when the owner cannot be verified, the Property shall keep such baggage or belongings for seven (7) days, including the date of discovery, and shall thereafter take them to the nearest police station. The Guest is hereby advised that the Property may dispose of items based on its reasonable judgment under normal social conventions.
3. The Property's liability in regard to the custody of the Guest's baggage and belongings in the case of the preceding two paragraphs of this article shall be handled 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 Regarding Parking

The Property shall not be liable for the custody of any of the Guest's vehicles when the Guest utilizes the parking lot within the premises of the Property, as it shall be regarded that the Property simply offers the space for parking, regardless of whether or not the vehicle's keys have been deposited with the Property; however, the Property shall compensate the Guest for any damage caused through the willful intention or negligence of the Property in regard to the management of the parking lot.

Article 18. Guest's Liability

1. The Guest shall compensate the Property for any damage caused by the willful intention or negligence of the Guest.
2. The Guest shall not use fire, smoke, climb fences or enter the greenery furnished in any of the guest rooms. Moreover, for the purposes of safety and landscape preservation, the Guest shall not, in principle, place items on or hang items from the terrace fence or furniture. Furthermore, the Guest shall not use the balcony in adverse weather conditions.

Appended Table 1. Breakdown of Accommodation Charges, etc. (Article 12, Paragraph 1)

1. Accommodation Charges

- (1) The Accommodation Charges are based on the table of charges posted on the website, etc. A 15% service charge and bath tax shall be applied separately.
- (2) These charges are subject to change in accordance with revisions to related tax laws. The same shall apply below.

2. Additional Charges

- (1) Extended occupancy charges
 - i. Up to 3 hours in excess of the prescribed hours: 30% of the room charge
 - ii. Up to 6 hours in excess of the prescribed hours: 50% of the room charge
 - iii. 6 hours or more in excess of the prescribed hours: 100% of the room charge
- (Extended occupancy not only refers to the time of occupancy in excess after check-out but includes the time of occupancy in excess before check-in.)

Appended Table 2. Cancellation Policy for Penalty (Article 6, Paragraph 2)

Cancellation Charges

Date of Receiving Cancellation Notification	30 to 3 days before	After 0:00 a.m. 2 days before, on the day, no show
Contracted Number of Rooms		
1 to 4 rooms	0%	100%