

KIMPTON
SHINJUKU
TOKYO

ACCOMODATION CONTRACTS

SCOPE OF APPLICATION

Article 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. 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, notwithstanding the preceding Paragraph, the special contract shall take precedence over the provisions of these Terms and Conditions.

APPLICATION FOR AN ACCOMODATION CONTRACTS

Article 2. A Guest who intends to make an application for an Accommodation Contract with the Hotel shall notify the Hotel of the following particulars:

- (1) Number of Guest(s); 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 the Attached Table No.1.); and
- (4) Other particulars deemed necessary by the Hotel.

2. In the case when the Guest requests, during his 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.

3. As part of its service to the Guest, (i) if the Hotel receives any oral or phone inquiry from a third party specifying the name of the Guest, and asking whether the Guest is staying at the Hotel and/ or is present in his or her room, or inquiring as to the length of his or her stay, the Hotel will respond to such oral or phone inquiry in kind, and (ii) if the Hotel receives any request from a third party specifying the name of the Guest to convey a message or pass on an item to the Guest, the Hotel will comply with such request. If so requested by the Guest, the Hotel shall suspend the above service and stop providing his or her personal information

to any third parties. A Guest wishing to suspend such service must notify reception thereof at the time of reservation or check-in.

CONCLUSION OF ACCOMODATION CONTRACTS, ETC.

Article 3. 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 when 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 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.

SPECIAL CONTRACTS REQUIRING NO ACCOMODATION DEPOSIT

Article 4. 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 OF ACCOMODATION CONTRACTS

Article 5. The Hotel may not accept the conclusion of an Accommodation Contract under any of the following cases:

- a. When the application for accommodation does not conform to the provisions of these Terms and Conditions;

- b. When the Hotel is fully booked and no room is available;
- c. When the Guest seeking accommodation is deemed liable to conduct him or herself in a manner that will contravene the laws or act against the public order or good morals in regard to their accommodation;
- d. When the Guest seeking accommodation is a member of an organized crime group designated under the Law on the Prevention of Irregularities by Gangsters or any person related to such a gang or any other anti-social forces;
- e. When the Guest seeking accommodation is a corporate entity or other group the business activities of which are controlled by an organized crime group or such gangsters;
- f. When the Guest seeking accommodation is a corporate entity any director of which is regarded to be a member of a gang;
- g. When the Guest seeking accommodation has made any conducts which would cause significant inconveniences to other accommodating guests;
- h. When the Guest seeking accommodation has demanded, to accommodation facilities or accommodation facilities staff (employees), overbearing unjust acts such as violence, threat or blackmail, or has requested the Hotel to assume an unreasonable burden, or has proven to have made a similar conduct in the past;
- i. Where the Guest seeking accommodation can be clearly detected as carrying an infectious disease;
- j. When the Hotel is unable to provide accommodation due to natural calamities, dysfunction of the facilities and/or any other unavoidable causes; or
- k. When a person requesting Hotel accommodations is obviously intoxicated and is liable to cause annoyance to other guests or is behaving in such a manner as to be an annoyance to other guests (as per the provisions laid down in Article 14 of the Tokyo Metropolitan Ordinance).

RIGHT TO CANCEL ACCOMODATON CONTRACTS BY THE GUEST

Article 6. The Guest is entitled to cancel the Accommodation Contract by 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 the Attached Table No. 2. 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.

RIGHT TO CANCEL ACCOMODATON CONTRACTS BY THE HOTEL

Article 7. The Hotel may cancel the Accommodation Contract under any of the following cases:

- (1) When the Guest is deemed liable to conduct and/or have conducted himself in a manner that will contravene the laws or act against the public order and good morals in regard to his accommodation;
- (2) When a Guest has proven to be a member of an organized crime group designated under 'the Law on the Prevention of Irregularities by Gangsters' or any person related to such a gang or any other anti-social forces;
- (3) When the Guest has proven to be a member of a corporate entity or other group the business activities of which are controlled by an organized crime group or such gangsters;
- (4) When the Guest has proven to be a member of corporate entity any director of which is regarded to be a member of a gang;
- (5) When the Guest has demanded, to accommodation facilities or accommodation facilities staff (employee), overbearing unjust acts such as violence, threat or blackmail, or has requested the Hotel to assume as unreasonable burden, or has proven to have made a similar conduct in the past;
- (6) When the Guest can be clearly detected as carrying an infectious disease;
- (7) When the Hotel is unable to provide accommodation due to natural calamities and/or other causes of force majors;
- (8) When a person requesting Hotel accommodations is obviously intoxicated and/or is liable to cause annoyance to other guests or is behaving in such a manner as to be an annoyance to other guests (as per the provisions laid down in Article 14 of the Tokyo Metropolitan Ordinance);
- (9) In the case when the guest does not appear by 6 p.m. of the accommodation date and is holding a non-guaranteed reservation, the hotel may regard the accommodation contract as being canceled, and may no longer reserve the room.
- (10) When the Guest does not observe prohibited actions such as smoking in bed, mischief to the fire-fighting facilities and other prohibitions of the House Regulations stipulated by the Hotel (restricted to particulars deemed necessary in order to avoid the causing of fires);

2. In the case when the Hotel has canceled the Accommodation contract in accordance with the preceding Paragraph, The Hotel shall not be entitled to charge the Guest in the future for any of the services during the contractual period which were not received.

REGISTRATION

Article 8. The Guest shall register the following particulars at Reception in the Hotel on the day of accommodation;

- (1) Name, age, gender, address and occupation of the Guest;
- (2) For foreign non-residents: 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.

2. In the case when the Hotel has canceled the Accommodation contract in accordance with the preceding Paragraph, The Hotel shall not be entitled to charge the Guest in the future for any of the services during the contractual period which were not received.

OCCUPANCY HOURS OF GUESTS ROOMS

Article 9.

- Check in time is 3:00 p.m.
- Check out time unless otherwise specified is 11:00 a.m.

2. The Hotel may, notwithstanding the provisions prescribed in the preceding Paragraph, permit the Guest to occupy the room beyond the time prescribed. In this case the extra charges will be as follows:

- (1) 30% of the room charge until 2:00 p.m.
- (2) 50% of the room charge until 5:00 p.m.
- (3) 100% of the room charge after 5:00 p.m.

MAXIMUM OCCUPANCY FOR THIS ROOM

2 to 3 persons per room based on room category booked.

OBSERVANCE OF USE REGULATIONS

Article 10. The Guest shall observe the House Regulations established by the Hotel, which are posted within the premises of the Hotel.

BUSINESS HOURS

Article 11. For information regarding room and hotel services and facilities, please contact the Guest Service on your in room telephone.

FRONT DESK available 24HRS.

BELL CAPTAIN available 24HRS.

RESTAURANTS Please dial Instant Service.

In-Room Dining 24HRS.

2. The business hours specified in the preceding Paragraph are subject to temporary changes resulting from circumstances beyond the control of the Hotel. In such cases, the Guest shall be informed by the appropriate means.

PAYMENT OF ACCOMODATION CHARGES

Article 12. The breakdown and method of calculation of the accommodation and related charges that the Guest shall pay are as listed in the Attached Table No. 1.

2. The accommodation and related charges stated in the preceding Paragraph, shall be paid in Japanese currency or by any means other than Japanese Currency, such as traveler's checks, coupons or credit cards recognized by the Hotel, at Reception 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 to them by the Hotel.

LIABILITIES OF THE HOTEL

Article 13. The Hotel shall compensate the Guest for 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 cases where such damage has been caused by reasons for which the Hotel is not liable.

2. The Hotel has received a Special Recognition Certificate issued by the Fire Department and is also covered by Hotel Liability Insurance in order to deal with unexpected fire and/or other disaster.

HANDLING WHEN UNABLE TO PROVIDE CONTRACTED ROOMS

Article 14. The Hotel shall, when unable to provide contracted rooms, 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 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. The Hotel shall compensate the Guest for the damage when loss, breakage or other damage is caused to the goods, cash or valuables deposited by the Guest in a safety deposit box in the room adjacent to Reception, except in the case when this has occurred due to causes of force majeure. However, for articles of which the kind and value has not been reported in advance by the Guest, the Hotel shall compensate the Guest up to a maximum 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 in a safety deposit box. However, for articles of which the kind and value has not been reported in advance by the Guest, the Hotel shall compensate the Guest up to a maximum of 150,000 yen, except in case where loss or damage was caused intentionally or by gross negligence on the part of the Hotel.

CUSTODY OF BAGGAGE AND/OR BELONGING OF THE GUESTS

Article 16. When the baggage of the Guest is brought into the Hotel before their 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 Reception at the time of his check-in.

2. When the baggage or belongings of the Guest are found left after his 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 will follow the guidelines stipulated in the 'Lost Goods Act';

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 Paragraph 2.

LIABILITY IN REGARD TO PARKING

Article 17. The Hotel shall not be liable for the custody of Guests' vehicles when the Guest utilizes 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 to the Hotel or not.

LIABILITY OF THE GUESTS

Article 18. The Guest shall compensate the Hotel for damages caused through intent or negligence on the part of the Guest.

Attached Table No.1: Calculation Method for Total accommodation Charges (Ref. Paragraph 1 of Article 2, Paragraph 2 of Article 3, and Paragraph 1 of Article 12)

Contents	
Total Amount to be paid by the Guest	Accommodation Charges (1) Basic Accommodation Charge (Room Charge)
	(2) Service Charge ((1)×15%)
	Extra Charges (3) Meals, Drinks and Other Expenses
	(4) Service Charge ((3)×15%, 20% for In-room Dining)
	Taxes (5) National Consumption Tax
	(6) Tokyo Metropolitan Tax

Tokyo Hotel tax is charged per person, per night. If the sum of ((1)+(2)) is less than ¥10,000, no tax applies. ¥10,000 - ¥15,000 is taxed at ¥100, over ¥15,000 is taxed at ¥200.

Remarks of Attached Table No. 1:

Basic accommodation charge is stated in the room tariff in stationary holder.

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

		Date when Cancellation of Contract is Notified			
Contract Type	No Show	After 6 p.m. one	Within	Within	Within
		Day prior to arrival	Within 30 Days of arrival	1 month to 3 months of arrival	3 months to 6 months of arrival

Individual	100%					
(less than 10 rooms)		100%	–	–	–	–
Group						
(more than 10 rooms)	100%	100%	100%	80%	50%	30%

Remarks:

1. Only written, dated requests for cancellation shall be taken into account for Group contracts.
2. The percentage of the Group cancellation charge is equal to the expected rooms, conference and food & beverage revenue.
3. In case the Client increases the room block, meeting space and/or food and beverage requirements after the present contract has been signed, calculation of cancellation fees will be based on the last confirmed increase.
4. Any requests for changes to previous reservations entailing a reduction of the price of the function, change of dates and/or reduction of the duration, quantity and/or quality of the service or premises reserved, reduction in the number of guests, shall be deemed a total or partial cancellation, depending on the extent of the reduction.
5. The hotel reserves the right to consider that any partial cancellation representing over 60% of the total amount for the function constitutes a full cancellation.
6. Any form of entertainment or outside services retained by the Hotel on the Client's instruction may incur a full charge for the services retained regardless of when the services were cancelled.
7. The individual rate rules and restrictions accepted at the time of reservation may supersede these terms and conditions, in which case the prevailing rate rules will apply. Eg. Advance Purchase reservations that are 100% non-refundable in the event of a cancellation.
8. The Hotel reserves the right to review and amend the above cancellation terms and conditions at any time, at which time these changes will be confirmed to the guest at the time of reservation.