Terms & Conditions for Accommodation Contracts

(Scope of Application)

【Scope of Application】

Article 1 1 Contracts for Accommodation and related agreements to be entered into between Marroad inn Kumagaya("The Hotel") and the Guest to be accommodated shall be subject to these Terms and Conditions. And any partiuclars not provided for herein shall be governed by laws andregulations and /or generally accepted practices.

2 In the case when the Hotel has entered into a special contract with the Guest in so far 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 Tems and Conditions.

【Application for Accommodation Contracts】

Article 2 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 scheduled time of arrival

(3)Accommodation Charges(based, in principle on the Basic Accommodation Charges listed in the Attached Table No, 1)

(4)Other particulars deemed necessary by the Hotel

2 In the case when 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 time such request is made.

【Conclusion for Accommodation Contracts, etc.】

Article 3 1 A contract for Accommodation shall be deemed to have been concluded when the Hotel has suly accepted the application as stipulated in the preceding Article. However, the same shall not apply when it can be 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 Guests entire period of stay (3 days when the period of stay exceeds 3days) 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 Chages as stated in Articl 12.

4 When the Guest has failed to pay the deposit by the date as stipulated in Pragraph 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 date of payment of the deposit is specified.

【Special Contracts Requiring No Accommodation Deposit】

Article 4 In spite of the regulation in the previous article, Clause 1, Hotel may agree to a special contract not to require an application fee after an agreement is established. 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 Accommodation Contracts】

Article 5 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 with the provisions of these Terms and Conditions

(2)When the Hotel, is fully booked and no room is available

(3)When the Guest seeking accommodation is deemed lable to conduct himself in in a manner that will contravene the laws or act against the public order or good morals in regard to his accommodation

(4)When the Guest seeking accommodation is deemed to be

a. a member or the related person of the gangsters group designated under "Act on Prevention of Unjust Acts by Organized Crime Group Members" (Act No. 77 of 1991) Article 2 item ii and item xi, or antisocial forces

b. detected as corporation or other groups of which business activities are under contral of a crime syndicate or organized crime group

c. a corporate company which its director is proven to be a member of an organized crime syndicate

(5)When the Guest markedly troubles other guest

(6)When the Guest seeking accommodation can be clearly detected as carrying an infectious disease

(7)When the Guest is in danger of doing violence, intimidation, threat, blackmail and coercive or unreasonable demand

(8)When the Hotel is unable to provide accommodation due to natural calamities, dysfunction of the facilities and/or other unavoidable cases

(9)When a guest or a situation falls under "Saitama Hotel Business Law Enforcement Regulation" Article 8

【Right to Cancel Accommodation Contracts by the Guest】

Article 6 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 (expect in the case when the Hotel has requested the payment of the deposit during the specifid period as prescribed in Paragaph 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 paymant of the cancellation charges in case of cancellation by the Guest.

3 In the case when the Guest dose not appear by 8:00 p.m. of the accommodation date or within 2 hours after the expected time of arrival (that is, if the Hotel is advised of the Guests arrival time and without any advance notice), the Hotel may regard the Accommodation Contract as being cancelled by the Guest.

【Right to Cancel Accommodation Contracts by the Hotel】

Article 7 1 The Hotel may cancel the Accommodation Contract under any of the following cases;

(1)When the Guest is deemed lable 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 the Guest is deemed to be

a. a member or the related person of the gangsters group designated under "Act on Prevention of Unjust Acts by Organized Crime Group Members" (Act No. 77 of 1991) Article 2 item ii and item xi, or antisocial forces

b. detected as corporation or other groups of which business activities are under contral of a crime syndicate or organized crime group

c. a corporate company which its director is proven to be a member of an organized crime syndicate

(3)When the Guest is behaving in such a manner as to be an annoyance to other guests

(4)When the Guest can be clearly detected as carrying an infectious disease

(5)When the Guest is in danger of doing violence, intimidation, threat, blackmail and coercive or unreasonable demand

(6)when the Hotel is unable to provide accommodation due to natural calamities and/or other causes of force majeure

(7) When a guest or a situation falls under "Saitama Hotel Business Law Enforcement Regulation" Article 8

(8)When the Guest does not refrain prohibited actions such as smoking in bed, mischief to the firefighting facilities and other prohibitation of the Use 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 cancelled the Accommodation Contract in accordance with the preceding Paragraph, the Hotel shall not be entitled to charge the Guest for any of the services in the future during the contractual period which he has not received.

【Registration of Accomodation】

Article 8 1 The Guest will be required the following particulars at the front desk of our Hotel:

(1)Name, age, sex, address and occupation of the Guest

(2)Nationality, passport number, place entered and date entered, in the case of a foreign guest

(3)Scheduled adate and time of departure

(4)Other particulars considered necessary by our Hotel

2 In the case that the Guest intends to pay the charges described in Article 12 by using such means in place of currency as traveler's checks, accomodation coupons, credit card, etc., he /she will be required to show them at the time of registration described in the preceding Paragraph.

【Time Allowed for Use of the Guest Room】

Article 9 1 The time allowed for the Guest to use the guest room of our Hotel shall be from 3 p.m. till 10 a.m. of the following morning, except when the Guest stays for more than one night in succession, in which case the Guest may use the guest room all day expect the day of arrival and the day of 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 the case, extra charges shall be paid as follows:

(1) Up to 2hours: 25% of the equivalent in the sum to the room charge.

(2) Up to 5hours: 50% of the equivalent in the sum to the room charge.

(3) More than 5hours: 100% of the equivalent in the sum to the room charge.

【Observance of Use Regulations】

Article 10 1 The Guest shall observe the Use Regulations established by the Hotel which are posted within the premises of the Hotel.

【Business Hours】

Article 11 1 The business hours of the main facilities, etc. of the Hotel are as follows and those of other facilties, etc. shall be notified in detail by brochures as provided, notices display in each place, service directories in guest rooms and others.

(1) Front Desk service 24 hours

(2) Service hours (of facilities) for dining drinking etc:

① Breakfast	7:00 ～ 9:30
② Lunch	11:30 ～ 14:00
③ Dinner	17:00 ～ 22:00
④ Bar	17:00 ～ 22:00
⑤ Tea Lounge	11:30 ～ 21:30

2 The business hours specified in the preceding Paragraph are subject to temporary changes due to unavoidable causes of the Hotel. In such a case, the Guest shall be informed by appropriate means.

【Payment of Accommodation Charges】

Article 12 1 The breakdown and method of calculation of the Accommodation Charges, etc. that the Guest shall pay is as listed in the Attached Table No.1.

2 Accommodation Charges,etc. as stated in the preceding Paragraph shall be paid with Japanese currency or by any means other than Japanese currency such as coupons or credit cards recognized by the Hotel at the front desk at the time of the arrival 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 not at his/her disposal.

【Liabilties of the Hotel】

Article 13 1 The Hotel's responsibility about stay is started when the entry of the Guest is done, and it is finished when the Guest out from the guest room for check-out.

2 The Hotel shall compensate the Guest for the damage if the Hotel has caused such damage to the Guest in the fulfillment or the nonfulfillment of the accommodation Contract and/or related agreements. However, the same shall not apply in case when such damage has been due to reasons for which the Hotel is not liable.

3 The Hotel is covered by the Hotel Liability Insurance in order to deal with unexpected fire and/or other disasters.

4 The Hotel does not bear the liability for the trouble which the Guest lose the its room key.

【When the Reserved Room is not available】

Article 14 1 The Hotel shall, when unable to provide contracted rooms, arrange accommodation of the same standard elsewhere for the Guest in so for 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 and the compensation fee shall be applied to on charges 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 1 For the damage of baggage which are deposited at the front desk and are induced by our negligence, the Hotel shall compensatethe Guest up to the maximum of 150,000 yen.

2 For the damage of valuables which are NOT deposited at the front desk and have not been reported in advance by the Guest, the Hotel shall compensate the Guest up to the maximum of 50,000yen.

【Custody of Baggage and/or Belongings of the Guest】

Article 16 1 When the baggage of the Guest is brought into the Hotel before his arrval, the Hotel shall be liable to keep in only in the case when a request to keep such baggage has been accepted by the Hotel. The baggage shall be handed over to the Guest at the front desk at the time of his check-in.

2 When the baggage or belongings of the Guest is 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 Hotel by the owner or when the ownership is not confirmed, the Hotel shall keep the article for 7 days including the day it is found, and upon the expiration of the period, the Hotel shall turn it over to the nearest police station.

3 The Hotel's liability in regard to the castody 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 preceding Article in the case of Paragraph 2.

【Liability in regard to Parking】

Article 17 1 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 simply offers the space for parking, whether the key of the vehicle has been deposited to the Hotel or not However, the Hotel shall compensate the Guest for the damages caused through intention or negligence on the part of the Hotel in regard to the management of the parking lot.

【Liability of the Guest】

Article 18 1 The Guest shall compensate the Hotel for the damage caused through intention or negligence on the part of the Guest.

2 Please be aware that Guests are liable for any use of computer communication servise from within in the Hotel can not be held liable for anypossible damage that may be caused by a systems failure or any other reasons while the computer communication services are being used. In addition, the Guest may be required to compensate the Hotel and third paties for any possible damage caused by act that we judge to be an anappropriate use of our computer communication systems.

【Governing Language】

Article 19 1 These terms are provided in both Japanese and English.

In case of a discrepancy between the Japanaese and English, the Japanese version will take precedence.

【Jurisdiction and Applicable Laws】

Article 20 1 Litigation arising from the Terms & Conditions for Accommodation contract will be resolved in the caurts in accordance with Japanese low.

Attached Table No1 Calculation netthond for accommodation Charges

		Contents
Total	Accommodation	Basic Accommodation Charge
	Extra Charge	Meal & Drink and other Expenses
	Taxes	Consumption tax

Those chages are subject to revisions of the Tax Law concerned.

Attached Table No2 Cancellation Charge Hotel (Ref.Paragraph 2 Article 6)

Contracted Nunber of Guests / Date when Cancellation of Contract is Notified	1 to 14	15 to 99	100 and more
No show	100%	100%	100%
Accommdation	80%	80%	100%
1 Day Accommdation	20%	20%	80%
9 Day Accommdation		10%	20%
20 Day Accommdation			10%