### Terms and conditions for Accommodation

## [Article 1. Scope of Applicability]

- 1. Accommodation Contracts and related contracts concluded between PREMIER HOTEL-TSUBAKI-SAPPORO (henceforth "the Hotel") and the guest to be accommodated (henceforth "the Guest") shall be subject to the Terms and Conditions herein (henceforth "the Terms and Conditions"). Furthermore, any particulars not provided herein shall be governed by laws, regulations and/or generally accepted practices.
- 2. In the case when the Hotel has entered into a special treatment with the guest, insofar as the special treatment does not violate laws, regulations, and/or generally accepted practices, the special treatment shall take precedence over the provisions of the Terms and Conditions, notwithstanding the preceding paragraph.

### [Article 2. Application for Accommodation Contracts]

- 1. A guest who intends to apply for an accommodation contract with the Hotel shall notify the hotel of the following particulars:
  - (1) Name(s) of the Guest(s);
  - (2) Date of accommodation and estimated time of arrival;
  - (3) Accommodation Charges (based in principle upon the accommodation charges determined by the Hotel at the time of application for the contract); and
  - (4) Any other particulars deemed necessary by the Hotel.
- 2. If, during the stay, the Guest requests an extension of the accommodation beyond the date of accommodation stated in sub-paragraph (2) of the preceding paragraph, the Hotel shall process such request as a new application for an Accommodation Contract.

# [Article 3. Conclusion of Accommodation Contracts]

- An Accommodation Contract shall be considered concluded when the Hotel has duly accepted the application as stipulated in the preceding article.
- 2. When an Accommodation Contract has been concluded in accordance with the provisions of the preceding Paragraph, the Guest is requested to pay an accommodation deposit specified by the Hotel, within the limits of Basic Accommodation Charges covering the Guest's entire period of stay (or up to 3 days when the period of stay exceeds 3 days), by the date specified by the Hotel.
- 3. The deposit shall be first allocated to final Accommodation Charges owing by the Guest, then secondly for any cancellation charges owing under Article 6, and thirdly for any reparations owing under Article 18 as applicable. Any remaining balance shall be refunded at the time of the payment of the Accommodation Charges in Article 12.
- 4. When the Guest has failed to pay the deposit by the date as specified by the Hotel in Paragraph 2, the Hotel shall treat the Accommodation Contract as invalid. However, this shall apply only in the case where the Hotel thusly informs the Guest at the time the deposit payment date is specified.

#### [Article 4. Special Treatments Requiring No Accommodation Deposit]

- 1. Notwithstanding the provisions of Paragraph 2 of the preceding Article, after the Contract has been concluded, the Hotel may provide a special treatment which does not require the deposit stipulated in the same Paragraph.
- 2. In the case when the Hotel has not requested the payment of the deposit stipulated in Paragraph 2 of the preceding Article and/or has not specified the deposit payment date at the time an application for an Accommodation Contract has been accepted, it shall be considered that the Hotel has provided a special treatment as prescribed in the preceding Paragraph.

#### [Article 5. Refusal of Accommodation Contracts]

- 1. The Hotel may refuse an application for an Accommodation Contract under any of the following cases:
  - (1) When the application for accommodation does not conform with the provisions of Terms and Conditions.
  - (2) When the Hotel is fully booked and no rooms are available.
  - (3) When there is deemed to be a risk that the Guest seeking accommodation will act in such manner to contravene laws or act against public order or good morals in regard to the accommodation.
  - (4) When the Guest seeking accommodation corresponds to the definition of "organized crime group" or "organized crime group member" as specified in the "Act on Prevention of Unjust Acts by Organized Crime Group Members" implemented on March 1, 1992 (hereafter referred to as "organized crime group" and "organized crime group member", respectively), or is affiliated with such organized crime group members, organized crime groups, or other antisocial force.
  - (5) When the Guest seeking accommodation is affiliated with a corporation or group which has business activities controlled by an organized crime group or organized crime group member.
  - (6) When the Guest seeking the accommodation is a corporation which has a person affiliated with an organized crime group among its directors.
  - (7) When the speech and/or behavior of the Guest seeking accommodation results in considerable disturbance to other guests.
  - (8) When the Guest seeking the accommodation performs violence, threat, extortion, or coercive and/or unreasonable demands against the Hotel (or an employee of the Hotel), or makes demands which would cause unreasonable burden upon the Hotel, or is deemed to have previously behaved in such a manner.
  - (9) When the Guest seeking accommodation can be clearly identified to carry an infectious disease.
  - (10) When the Hotel is unable to provide accommodation due to natural disaster, failure of the Hotel's facilities, and/or other unavoidable causes.
  - (11) When the Hotel deems that health issues, baggage, etc of the Guest seeking accommodation pose a risk of creating an unhygienic appearance which could cause alarm to other guests.
  - (12) When there is a risk that the Guest seeking accommodation will cause nuisance to other guests due to any reason such as drunkenness. When the behavior and/or speech of the Guest seeking accommodation causes significant nuisance to other guests.

#### [Article 6. Refusal of Accommodation Contracts]

- 1. The Guest is entitled to cancel the Accommodation Contract by so notifying the Hotel.
- 2. In the case when a Guest has cancelled the Accommodation Contract, in whole or part, due to causes for which the Guest is liable (except in the case when the Hotel has requested the payment of a deposit, however the Guest has cancelled the contract before the payment), the Hotel shall bill cancellation charges as listed in the Attached Table No. 2. However, in the case when the Hotel has offered a special treatment as stipulated in Article 4 Paragraph 1, the same shall apply only when the Hotel has notified the Guest of the obligation to pay cancellation charges in case of cancellation by the Guest.
- 3. In the case when the Guest does not appear or contact the Hotel by 8:00 p. m. of the accommodation date (if the Guest has notified the Hotel of an expected time of arrival, 2 hours after that time), the Hotel may regard the Accommodation Contract to have been 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 there is deemed to be a risk that the Guest seeking accommodation will act in such manner to contravene

or act against public order or good morals in regard to the accommodation, or the guest has acted in said manner.

- (2) When the Guest is deemed to correspond to any of the following (a) to (c).
  - (a) An organized crime group, member of an organized crime group, associate member of an organized crime group, or any affiliation with organized crime groups or other antisocial forces.
  - (b) Affiliation with a corporation or group which has business activities controlled by an organized crime group or organized crime group member.
  - (c) A corporation which has a person who corresponds to an organized crime group among its directors.
- (3) When the Guest can be clearly identified to carry an infectious disease.
- (4) When the Guest makes demands which would cause unreasonable burden upon the Hotel.
- (5) When the Hotel is unable to provide accommodation due to natural disaster and/or other causes of force majeure.
- (6) When the behavior and/or speech of the Guest seeking accommodation causes significant nuisance to other guests or employees of the Hotel, due to any reason such as drunkenness.
- (7) When the Guest smokes in bed, misuses fire prevention facilities, or otherwise fails to observe the prohibition of actions necessary to prevent fires specified by the Hotel in the House Regulations.
- (8) When the guest fails to register particulars or present documents as stipulated in the following Article.
- 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 accommodation services which have not yet been provided and received by the Guest.

#### [Article 8. Registration]

- 1. The Guest shall register the following particulars at the Front Desk of the Hotel on the day of accommodation:
  - (1) Name(s) and address(es) of the Guest(s);
  - (2) For any guest of non-Japanese nationality: nationality, passport number, port, and date of entry into Japan.
  - (3) Departure date and estimated time of departure; and
  - (4) Any other particulars deemed necessary by the Hotel.
- 2. If the guest intends to pay the Accommodation Charge prescribed in Article 12 by any means other than currency, such as traveler's check, accommodation voucher, or credit card, the means of payment must be presented in advance at the time of registration prescribed in the preceding paragraph.
- 3. Any guest of non-Japanese nationality must present their passport to verify their identity.

#### [Article 9. Occupancy Hours of Guest Rooms]

- 1. The Guest is entitled to occupy the contracted guest room of the Hotel from 3:00 p. m. on the day of arrival until 11:00 a. m. on the day of departure.
- 2. Notwithstanding the provisions of the preceding Paragraph, the Hotel may permit the Guest to occupy the room beyond the time prescribed in the same Paragraph. In this case, extra charges shall be billed as follows:
  - (1) Up to 3 hours: one third of the standard charge.
  - (2) Up to 6 hours: one half of the standard charge.
  - (3) More than 6 hours: standard charge in full.

#### [Article 10. Observance of the House Regulations]

While on the premises of the Hotel, the Guest shall observe the House Regulations established by the Hotel.

# [Article 11. Business Hours]

- 1. The business hours of the main facilities of the Hotel shall be notified via means such as service directories placed in the guest rooms.
  - (1) Front Desk Services

A Closing Time: None

B Foreign Exchange: Open 24 hours

2. The business hours specified in the preceding paragraph may be changed due to unavoidable causes. In such a case, the Guest shall be informed by appropriate means.

# [Article 12. Payment of Charges]

- 1. Detailed breakdown of the Accommodation Charges, etc. to be paid by the Guest shall be according to Attached Table 1.
- 2. Accommodation Charges, etc. as stated in the preceding paragraph shall be paid with Japanese currency, or by other means of payment accepted by the Hotel, such as traveler's check, accommodation voucher, or credit card. Said payments shall be made at the Cashier's Desk at the time of departure, or at any time requested by the Hotel.
- 3. Accommodation Charges shall be paid even if the Guest elects not to utilize the guest room(s) prepared and provided by the Hotel.

### [Article 13. Liabilities of the Hotel]

- 1. The Hotel shall compensate the Guest for any damage that the Hotel has caused to the Guest in regards to the fulfillment or nonfulfillment of the Accommodation Contract and/or related contracts. However, the same shall not apply in the case when such damage has been caused due to reasons for which the Hotel is not liable.
- 2. In order to deal with the unlikely case of a disaster such as fire, the Hotel is covered by hotel liability insurance.

#### [Article 14. Handling of Cases when Contracted Rooms cannot be Provided]

When unable to provide contracted rooms, the Hotel shall, upon consent of the guest, arrange other accommodation of the nearest possible standard.

# [Article 15. Handling of Deposited Articles]

- If loss, breakage or other damage occurs to the goods, cash or valuables deposited at the Front Desk by the Guest, the
  Hotel will compensate the Guest for such damage, except for cases which have occurred due to force majeure.
  However, if the Hotel has requested the Guest to report the kind and value of cash and/or valuables but the Guest has
  failed to do so, the Hotel shall only compensate the Guest within the limits of 30,000 yen.
- 2. If, through intention or negligence on the part of the Hotel, loss, breakage or other damage occurs to the goods, cash or valuables brought onto the premises of the Hotel by the Guest and not deposited at the Front Desk, the Hotel shall compensate the Guest for such damage. However, for articles of which the kind and value has not been reported in advance by the Guest, the Hotel shall only compensate the Guest within the limits of 150,000 yen.

# [Article 16. Storage of the Guest's Baggage or Belongings]

- 1. When the Guest's baggage arrives at the Hotel in advance of the accommodation, the Hotel shall be responsible to keep such baggage only if the Hotel has acknowledged such a request beforehand. In such cases, the Hotel shall hand over such baggage to the Guest at the Front Desk at the time of check in.
- 2. In the case when the Guest's forgotten baggage or belongings are found at the Hotel following check out, if the owner of these forgotten articles can be determined, the Hotel shall contact the owner of said articles and request instructions. If no instruction is received from the owner, or if the owner cannot be identified, the Hotel shall keep the articles for 7 days including the day found, and after this period, the Hotel shall turn it over to the nearest police

station.

3. In the cases of the preceding two Paragraphs, the Hotel's liability in regard to storage of the Guest's baggage or belongings shall be determined as follows: in the case of Paragraph 1, liability shall be according to Article 15 Paragraph 1; in the case of Paragraph 2, liability shall be according to Article 15 Paragraph 2.

# [Article 17. Liability in regard to Parking]

When the Guest utilizes a parking lot on the premises of the Hotel, regardless of whether the vehicle's key has been deposited or not, the Hotel only offers space for parking, and the Hotel shall not be liable for the safekeeping of the vehicle. However, the Hotel shall compensate the Guest for the 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]

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

Attached Table No.1: Calculation Method for Accommodation Charges, etc. (Regarding Article 12 Paragraph 1)

Total Amount Payable by the Guest						
Accommodation Charges	Extra Charges	Taxes				
① Basic Accommodation Charge ② Service Charge (① × 10%)	③ Dining and Other Service Usage Fees ④ Service Charge (③ × 10%)	Consumption Tax and Local Consumption Tax				

Remark: Charges are subject to any revisions of relevant tax laws.

Attached Table No. 2: Cancellation Charges (Regarding Article 6 Paragraph 2)

	Number of People Reserved (Cancellation Charge Percentage)				
Date of Cancellation	1–14 people	15–30 people	31–100 people	101 or more people	
No Show	100%	100%	100%	100%	
Accommodation Day	80%	80%	80%	100%	
1 Day Before Accommodation Day	50%	50%	70%	80%	
2 Days Before Accommodation Day	30%	30%	50%	50%	
3 Days Before Accommodation Day	10%	20%	30%	50%	
5 Days Before Accommodation Day	-	10%	20%	30%	
6 Days Before Accommodation Day	-	10%	20%	30%	
7 Days Before Accommodation Day	-	10%	20%	30%	
8 Days Before Accommodation Day	-	_	10%	15%	
14 Days Before Accommodation Day	-	-	10%	15%	
15 Days Before Accommodation Day	_	_	_	10%	

30 Days Before Accommodation Day	-	-	-	10%
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## Remarks of Attached Table No. 2

- 1. The percentage symbol (%) signifies the Cancellation Charge as a percentage of the Basic Accommodation Charge.
- 2. When the number of nights of accommodation contracted is shortened, regardless of the number of days shortened, a Cancellation Charge equal to the Accommodation Charge for one night (the first night) shall apply.
- 3. When part of a group booking (15 persons or more) contract is cancelled by 10 days prior to the day of arrival (for applications accepted within 10 days of the day of arrival, on the same day of acceptance of the application), no Cancellation Charge shall apply for cancellation of up to 10% of the number of persons booked (in case of a fraction, rounded up).
- 4. Cancellation Charges shall apply for the total number of rooms cancelled.
- 5. There are some accommodation plans to which the above cancellation policy does not apply. If you have any questions, please contact the accommodation reservation desk (Tel: 0120-415-989).