

## **Terms and Conditions**

### **[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.
- (3) The Guest acknowledges that Terms and Conditions shall apply to any Contracts for Accommodation entered into by the Hotel with the Guest.

### **[Application for Accommodation Contracts]**

Article 2 - A Guest who intends to make an application for an Accommodation Contract with the Hotel should accept the Accommodation Charges (based, in principle, on the Basic Accommodation Charges listed in the Attached Table No. 1.) and shall notify the Hotel of the following particulars:

- 1) Name of the Guest;
- 2) Date of accommodation and estimated time of arrival;
- 3) Contact details of the Guest;
- 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 sub-paragraph (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 of Accommodation Contracts, etc.]**

Article 3 - (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 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 provide credit card information, or pay an accommodation deposit fixed by the Hotel within the limits of Basic Accommodation Charges covering the Guest's entire period of stay (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 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. If the Guest has provided a credit card number, the deposit will not be charged, but in case the cancellation fee applies, the credit card will be charged. Also, hotel reserves the right to take pre-authorization of the credit card.
- (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 when the Guest is thus informed by the Hotel when the period of payment of the deposit is specified.

### **[Special Contracts Requiring No Accommodation Deposit]**

Article 4 - (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 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 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 to 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 liable to conduct him/herself in the manner that will contravene the laws or act against public order or good morals in regard to his/her accommodation;
- 4) When the Guest seeking accommodation can be clearly detected as carrying an infectious disease
- 5) When the guest seeking accommodation threatens violence or makes an unreasonable/coercive request to the Hotel or an other staff member, or when the guest seeking accommodation makes an unreasonable request which is deemed significantly unfair or when he/she is deemed a person who has previously acted in such a manner.
- 6) When the Hotel is unable to provide accommodation due to natural disasters, dysfunction of the facilities, and/or other unavoidable causes.
- 7) When a person requesting Hotel Accommodations is obviously intoxicated and could cause annoyance to other guests or when a person is behaving in such a manner as to be an annoyance to other guests
- 8) When a person requesting Hotel Accommodations, is a member of an organized crime group (BORYOKUDAN), a member of a crime syndicate (BORYOKUDANIN) related organizations, or related to any other antisocial group, or; When the guest seeking accommodation is a corporate customer, of which a board member is deemed a member of an organized crime organization.
- 9) When a person requesting Hotel Accommodations was asked or forced to leave from the Hotel due to any kinds of problems before the current planned occupation.
- 10) When the hotel will assume any disadvantage by accepting the booking.

### **[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

(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 conducted, 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.

(3) Reservations which are not guaranteed will be held until 6:00pm, at which time they shall be cancelled and the room shall be released again for sale. In the case when the Guest does not appear by 6:00 p.m. of the accommodation date (2 hours after the expected time of arrival if the Hotel has been notified) without an 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 - 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 him/herself in a manner that will contravene the laws or act against the public order and good morals in regard to his/her accommodation;
  - 2) When the Guest can be clearly detected as carrying an infectious disease;
  - 3) When the guest seeking accommodation threatens violence or makes an unreasonable or coercive request to the Hotel or a staff member. Or when the guest seeking accommodation makes an unreasonable request which is deemed significantly unfair or when he/she is deemed a person who has previously acted in such a manner.
  - 4) When the Hotel is unable to provide accommodation due to natural calamities and/or other causes of force majeure;
  - 5) When a person requesting Hotel accommodations is obviously intoxicated and could cause annoyance to other guests or when a person is behaving in such a manner as to be an annoyance to other guests;
  - 6) 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 and Regulations stipulated by the Hotel (restricted to particulars deemed necessary in order to avoid the causing of fires.);
  - 7) When the Guest are damaging, polluting, or using the room for unreasonable purposes; or
  - 8) When the guest was identified as a crime syndicate member (BORYOKUDANNIN), member of crime syndicate (BORYOKUDANNIN) related organizations, or related to any other antisocial power.
  - 9) When the hotel will assume any disadvantage by accepting the booking.
- (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]**

Article 8 - The Guest shall register the following particulars at the front desk of the Hotel on the day of accommodation;

- 1) Name, Telephone number, address of the Guest (s);
  - 2) For non-Japanese, their nationality and passport number and photocopy of the passport.
  - 3) Date and estimated time of departure; and
  - 4) Other particulars deemed necessary by the Hotel.
- (2) In the case when the Guest intends to pay his/her Accommodation Charges Prescribed in Article 12 by any means other than Cash (Japanese Yen), coupons/vouchers issued by a contracted travel agency, or credit cards, these credentials shall be rendered in advance of the time of the registration prescribed in the preceding Paragraph.

#### **[Occupancy Hours of Guest Rooms]**

Article 9 - (1) Daily room occupancy is from 2:00 pm to 11:00 am. However in the case when the Guest is accommodated for multiple days, the Guest may occupy the room all day long, excluding 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:

Later than 11 am for departure	1,000JPY per additional hour from 11 am
Later than 5 pm for departure or earlier than 14 pm for arrival	100% of the Public Rate

\*Please contact the Reservation Section, or Front Desk to check the exact amount.

Public Rate may not be the rate the Guest(s) are paying for their stay.

(3) Children up to 15 years of age are free of charge using existing bedding. This article only applies for direct bookings (telephone, e-mail, hotel's web page, call Centre or hotel web page) and not applicable for booking through travel agents (including online travel agent), which has their own policy.

#### **[Observations of Use Regulations]**

Article 10 - The Guest shall observe the House Regulations ( including Safe Deposit Box Regulation, Deposited Goods Regulation, and other rules set forth by this hotel). established by the Hotel

#### **[Business Hours]**

Article 11 - Business hours of the Hotel are stated below. This information is as of September 16<sup>th</sup> 2020, but it is subject to change without notice, due to the maintenance, construction or full reservation. This information will not guarantee the use of our guest(s). Please check in advance before the usage.

Telephone call, Front Desk	24 hours daily
Curfew	None
Restaurant	Breakfast 6:30 am ~10:00 am (9:45am Last Entry), Lunch 11:30AM~2:30PM(2PM Last Order), Dinner 5:30PM~10PM(9:30PM Last Order), Bar 11:30AM~10PM(9:30PM Last Order)

\*Closed for designated holiday seasons.

**[Payment of Accommodation Charges]**

Article 12 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 traveler's check, coupons or credit cards recognized by the Hotel at the front 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 disposal.

**[Liabilities of the Hotel]**

Article 13 (1) The Hotel shall compensate the Guest for damage if the Hotel has caused such damage to the Guest in the fulfillment of the Accommodation Contract and/or related agreements. However, the same shall not apply in the case when such damage has been caused due to reasons to which the Hotel is not liable.

- (2) Even though the Hotel has received the Certificate of Excellence of the Fire Prevention Standard issued by the fire station, furthermore the Hotel is covered by Hotel Liability Insurance in order to deal with unexpected fire/or disasters.

**[Handling When Unable to Provide Contracted Rooms]**

Article 14 (1) 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 the 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, at the front desk by the Guest, except in the case when this has occurred due to causes of force majeure. The Hotel shall compensate the Guest to the extent of the provisions of the Hotel Liability Insurance.

- (2) The Hotel shall compensate for any loss or damage caused by the intentional act or negligence of the Hotel with respect to the items or the guest did not deposit at the front desk. Provided, however, that the amount of liability shall be within the scope of the inn's liability insurance.

**[Custody of Baggage and/or Belongings of the Guest]**

Article 16 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 front desk at the time of his/her check-in.

- (2) When the baggage or belongings of the Guest is found left after his/her Check-out, and the ownership of the articles is confirmed, the Hotel shall retain the article for 3 month including the day it is found. Items identified as valuable will be reported and handed over to the local police after 7 days.
- (3) The Hotel's liability in regard to the custody of the Guest's baggage and the belongings in the case of the preceding two Paragraphs' shall be assumed in accordance with the provisions of the Preceding Article.

**[Liability in regard to Parking]**

Article 17 The Hotel shall not be liable for the theft or damage of any vehicle or cargo in a parking lot not managed by the Hotel (hereinafter referred to as "Affiliated Parking Lot"). The Hotel shall not be liable for any damage incurred by the user of the Affiliated Parking Lot in the Affiliated Parking Lot.

**[Liability of the Guest]**

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

**[Changes to these Terms and Conditions]**

Article 19 The Hotel may amend these Terms and Conditions in any of the following cases: If these Terms and Conditions are changed, the revised Terms and Conditions shall apply.

- 1) If the amendment to these Terms and Conditions conforms to the common interests of The Guest of The Hotel.
- 2) When the amendment of these general conditions is not contrary to the purpose and is reasonable.
- (2) In cases where The Hotel makes a change under the preceding paragraph, it shall make the date of said change and the details of the new covenants known to the public. In the event of any change pursuant to Item 2 of the preceding paragraph, such change shall be posted in advance.

Table 1 : Calculation Method for Accommodation and other charges

(Refers Article 2, Paragraph 2 of Article 3 and Paragraph 1 of Article 12)

		Statement	Calculation
Total Amount to be paid by the Guest	Accommodation Charges (1)	① Basic Accommodation Charge (Room Charge) ② Consumption Taxes ③ Accommodation tax	① × ②
	Other Expenses (2)	④ Meals, drinks, and other expenses ⑤ Consumption Taxes	④ × ⑤

(3) Accommodation Tax Calculation

(Kyoto Accommodation tax will be applied to your bill which is calculated to the Basic Accommodation Charges

Room charge per person per night as per the below 19,999JPY = 200 JPY \*20,000JPY to 49,999JPY =500JPY \*50,000JPY or more=1,000PY

Table 2 : Cancellation charge

(Refers Paragraph 2 of Article 6)

Time of notification		No Show	Same Day	1 day prior After 6pm
Contracted number of rooms				
Individual	Up to 7 rooms	100%	100%	100%
Time of notification		No Show/ 6 days prior	14-7 days prior	21-15 days prior
Contracted number of rooms				
Groups	More than 8rooms	100%	80%	30%

\*Calculation for the percentage shown above is per night per room. If the booking is for more than 1 night, it will be calculated for each day.

\*For changes in case of number of guest in the same room decreases after free cancellation period, the rate will not be changed, and the original amount will be charged.

## **PROVISIONS FOR ARTICLES IN CUSTODY (Deposited Goods Regulation)**

### **1. Application**

Hotel takes custody of those articles and belongings of guest who is staying or to be staying at this Hotel under herein contained provisions pursuant to paragraph Articles 15 of Terms and Conditions for Accommodation Contracts.

### **2. Period of Custody**

1. The period of custody shall run from the day upon which an article is put into custody of this Hotel until the check-out date.
2. The designation date of return shall be within the check-out date from the day upon which the article was put into custody of this Hotel.
3. If no such designation of date is made, the period of custody shall run until the check-out date beginning on the day the article was put into custody.

### **3. Prohibited Articles**

Articles such as but not limited to, jewelry, valuables, dangerous objects, perishables, fragile articles, plants, animals and wooden goods cannot be put into custody.

### **4. Claimant**

The claimant of the article in custody is either the guest who requested custody or a person by the guest who requested custody.

### **5. Confirmation of Claimant**

The claimant shall submit the Claim Certificate to the clerk of this Hotel in charge of the article in custody at the time he claims the return of the article. In the event that the claimant is a third party appointed by the guest who requested custody of the article, submission of the Claim Certificate will not be necessary. However, this Hotel may require him to submit proof that he is correct claimant. The clerk shall in his/her reasonable determination release the article to the person claiming the article in custody. The Hotel shall thereafter have no further responsibility with respect to the article claimed.

### **6. Compensation for Damage**

1. This Hotel shall not be responsible for any loss, destruction, deterioration or other damage to the article in custody which has occurred by reason of force majeure as the term is commonly defined.
2. Any person using the custody service shall have a duty to compensate for any damage incurred by this Hotel and / or any third party if such damage is due to the destruction or deterioration of the article in custody or any other reasons for which the said person is responsible.

### **7. Disposition of Article in Custody**

1. If the claimant does not claim the article in custody within 7 days after the expiration of the period of custody, all article(s) in custody shall be deemed abandoned and the Hotel shall dispose of the article(s) as it deems fit.
2. The cost of the disposition described in the paragraph immediately above shall be borne by the person who requested custody provided that any proceeds of said disposition shall be off-set against the costs of disposition.

### **8. Emergency Steps**

This Hotel may take emergency steps which are appropriate under the circumstances in the following events:

1. Demand by legal authorities that the article in custody be opened or otherwise disposed of.
2. Fire, abnormality in the condition of the article or other exigent circumstances.

### **9. Governing Language**

These Provisions are written both in Japanese and English. In the event of any inconsistency or difference between the two versions of these Provisions, the Japanese version shall prevail in all respects.

### **10. Jurisdiction and Applicable Laws**

Any dispute arising from or in relation to these Provisions shall be referred to the Japanese court having jurisdiction over the location of this Hotel and resolved in accordance with applicable Japanese Laws.

## **House Regulations**

Every guest is required to observe and comply with the following Regulations established by the Hotel and to ensure that Hotel guests have a pleasant and safe stay, in accordance with Article 10 of the Conditions Governing Accommodation Contracts. If a guest does not comply with the House Regulations, Mercure Kyoto Station may not permit further use by the guest of the guest's Hotel room and other Hotel facilities pursuant to Section 1 of Article 7 of said Conditions. Hotel will not be liable to any guest or other person for any damage caused by his/her failure to comply with the House Regulations.

1. Please review the emergency exit instructions posted on the inside of the guest room door and locate the emergency exits on your floor promptly upon your arrival.

2. Should you and/or your guests smoke in a room a cleaning fee (20,000JPY) will apply. You will also be responsible for any costs, damage, or liability arising as a result of smoking and/or any smoke detectors being activated by you.
3. Please refrain from doing any act that is likely to cause a fire and from using heating apparatus or cooking appliances in guestrooms.
4. Please do not bring onto the premises of the Hotel any of the following:
  - a. Animals or birds of any kind;
  - b. Gunpowder, oils or other explosives or inflammables;
  - c. Objects emitting a foul odor;
  - d. Objects of an unusually large size or in unusually large quantities; and
  - e. Unregistered firearms or swords or drugs or other similar articles, the possession of which is prohibited by the laws of Japan.
5. Please make sure that your door is locked when leaving your room. Please be sure to use the door latch whenever you stay in the guestroom, particularly at night. Please identify any visitors through the door scope or by keeping the door open without undoing the door latch. Upon entering your room, please verify that the safety lock is set and that the door latch is in place. In the event someone seeks entry, it is strongly recommended that before opening the door you look through the scope set into the door to ensure that the visitor is someone known to you or else is someone who can properly be identified.
6. Please refrain from inviting outside visitors to your guestroom. Please use lobby for this purpose. Please refrain from using your room for purposes other than lodging.
7. Safe deposit boxes for money and valuables are available in the room. Hotel will not be liable for the loss or theft of valuables in the room and public area
8. The Hotel will keep articles left on the premises of the Hotel for 3 months, excluding valuable articles kept for 7 days. The Hotel will handle with the appropriate authorities in accordance with the lost Goods Act.
9. Please show your guest card when you sign for any bills in the Hotel's services.
10. Neither guestrooms nor the lobby shall be utilized for business purposes.
11. The distribution or display of advertisements and the sale of goods on the premises of the Hotel are prohibited.
12. A phone call from guestroom is not available.
13. Gambling or other acts which are contrary to public morals or which cause an annoyance are strictly prohibited.
14. Rules regarding to equipment and fixtures on the premises are as follows:
  - A. Refrain from using equipment and fixtures for purposes other than those intended.
  - B. Please do not take equipment or fixtures out of the Hotel.
  - C. Removal or alteration of equipment or fixtures is prohibited.
15. You will be charged for any damage/Lost to the Hotel's property caused by you or by your guests.
16. Night wear and slippers have been provided for your use in your guestroom. Kindly refrain from going out of your room in nightwear or slippers.
17. At the time of registration or extension of your stay, you are required to pay a deposit to cover your accommodation, meals, and beverage charges.
18. Please pay your bills(payment above 20,000JPY) whenever requested by the Cashier while staying at the Hotel. All bills are due upon demand.
19. Only one receipt will be prepared for each room. If two persons are staying in a room and want separate receipts, they are requested to notify the Front Cashier to that effect as early as possible.
20. The Hotel will not make advance payment on behalf of a guest for expenses such as shopping charges, tickets, Massage, taxi fares, and/or postage/courier charges.
21. Ordering Massage, meal and drinks to be delivered from outside the Hotel is not permitted.
22. You are reminded that unauthorized publication for business purposes of photographs taken on the premises of the Hotel may be subject to legal action.
23. No gratuities accepted.
24. Please do not enter emergency stairways, rooftops, machine rooms, or other facilities unless there is an emergency or unavoidable reason.

Mercure Kyoto Station