

## House Regulations

The Sheraton Grande Ocean Resort (the Hotel) requests that its guests observe the following house regulations stipulated by the Hotel according to Article 10 of the Hotel's Terms and Conditions to ensure that the Hotel's dignity is maintained and guests stay in comfort and safety. If guests do not observe the said regulations, the use of all the facilities on the Hotel premises may be denied. Please be advised that the Hotel shall not be liable for any accident that has resulted from not observing the said regulations.

1. Guests are advised upon arrival to check the fire escape route details posted on the inside of the guest room door and the location of the emergency exit on the guest's floor.
2. Smoking is prohibited in the non-smoking rooms or any place where a fire might start easily such as a bed. If smoking has been detected in a non-smoking room, the Hotel may charge the guest for the cost to have the smoke smell removed.
3. Guests are requested not to engage in any act in the guest room that might cause a fire. Also, the use of heat-generating/emitting devices for cooking or heating is prohibited in the guest's room.
4. Guests are not allowed to bring the following into the Hotel, as they disturb other guests.
  - a) Animals, birds, etc. (except for guide and/or service dogs).
  - b) Explosives, gasoline, and anything that is ignitable or inflammable.
  - c) Anything that emits a foul odor.
  - d) Anything in excessive quantity.
  - e) Illegally-owned firearms, swords, stimulants, etc.
5. Guests are advised to make sure to lock the room door when leaving the room. While in their room, and especially sleeping, guests are advised to keep the room door latch on. In case of a visitor, guests are advised to make sure of his/her identity through the door peep hole, or by having the door half open with the latch on.

6. Guests are discouraged to receive visitors in their room.
7. The use of the guest rooms for anything other than accommodation is prohibited.
8. The use of the rooms or the hotel lobby as a business office is prohibited.
9. Guests are advised to keep their cash and valuables in the safety box in their room or safe deposit box provided next to the Reception Desk during their stay. In cases of loss or theft, the Hotel shall not bear any responsibility.
10. Any lost property shall be, in principle, kept by the Hotel for a maximum of seven days, including the day such property is found, after which it shall be reported to the nearest police station according to the Lost Goods Act.
11. When signing a bill at a restaurant, bar, etc. in the Hotel, guest are requested to show the room card key or prove their identity as Hotel guests.
12. Any act of distributing advertisements or selling goods to other hotel guests in the Hotel is prohibited.
13. Public phones are available on the first floor lobby. If the room telephone is used, charges will be added to the guest's bill accordingly.
14. Any act that might go against etiquette or disturb others, including gambling, is prohibited.
15. Guests are requested to observe the following in regard to facilities, equipment and supplies on the Hotel premises.
  - a) The use of such facilities, equipment and supplies for anything other than their proper purposes is prohibited.
  - b) The removal of such facilities, equipment and supplies out of the Hotel is prohibited.
  - c) The removal of such facilities, equipment and supplies to other locations is prohibited.

16. Guest may be asked to pay for the actual cost of repair on any defacement, damage or loss of the Hotel's facilities, equipment and supplies for which they are liable.
17. Guest are requested not to go out of their room with the Hotel-provided room clothing and/or slippers.
18. Guests are requested to pay the bill(s) each time one is presented to them by the Reception Desk.
19. Receipts are issued by the room. If guests wish to have separate receipts per person, the Reception Desk should be informed as soon as possible.
20. The Hotel shall not bear any temporary payment on the guests' behalf for purchases including tickets, tobacco, postal stamps, etc.
21. Guests are requested not to order food from outside of the Hotel or bring food into the Hotel.
22. Guests are requested to pay heed to the applicable laws if photos taken in the Hotel are made public for business purposes without prior approval.
23. The Hotel cordially declines to accept any gratuity given to its employee(s) by guests.
24. Guests are requested to take their room card key with them when going out into the corridor, as the rooms have automatic locks. The Hotel shall not be responsible for the loss of the guest's room card key.
25. The Hotel shall not be responsible for any accidents in the Hotel parking lot(s).
26. Regarding organized crime groups, members of crime syndicates and/or acts against the public order
  - a) According to the Act for the Prevention of Wrongful Acts by Members of Organized Crime Groups, enacted on March 1, 2002, the Hotel shall not accept such groups or member as Hotel guests. (If guests are found to be such members after the completion of their reservation or during their stay at the Hotel, their accommodation contract shall be terminated immediately.)

- b) The Hotel shall not accept antisocial organizations, such as organized crime syndicates and extremist organizations, or their members as Hotel guests. (If they are found to be such members after the completion of their reservation or during their stay at the Hotel, their accommodation contracts shall be terminated immediately.)
  - c) When guests are found to have used violence, threats, extortion, intimidation, or any other unreasonable means in making demands, the Hotel shall terminate the accommodation contracts. The same shall apply to those who have behaved in such a way in the past.
  - d) When guests are found to have difficulty securing their own safety or likely to cause danger, fear or discomfort to other guests due to diminished capacity or loss of self-control by intoxication, the Hotel shall terminate the accommodation contracts immediately.
  - e) When guests cause distasteful or disturbing problems to other guests by shouting, singing loudly or making noises, or engage in gambling or any other acts against the public order or good etiquette, the Hotel shall terminate the accommodation contracts immediately.
  - f) When guest are engaged in any acts similar to the aforementioned, the Hotel shall terminate the accommodation contracts.
27. When more than 24 hours pass after a 'Do Not Disturb' sign is displayed on a guest's room door, the Hotel may, after notifying the guest, enter the room to maintain and clean the room.

#### 28. Governing Language

These regulations are provided in both Japanese and English. In case of any discrepancy between the two, the Japanese will take precedence.

#### 29. Jurisdiction and Applicable Law

Any and all disputes arising from these regulations shall be resolved by competent Japanese courts with jurisdiction over the location of this Hotel in accordance with the laws of Japan.

## **Terms and Conditions**

### **(Scope of Application)**

#### Article 1.

1. Contracts for Accommodation and related agreements to be entered into between The Sheraton Grande Ocean Resort (“the Hotel”) and its guests (“the Guests”) to be accommodated shall be subject to these Terms & Conditions, and any particular not provided for herein shall be governed by laws and regulations, and/or generally accepted practices.
2. In cases where the Hotel enters 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 & Conditions.

### **(Application for Accommodation Contracts)**

#### Article 2.

1. A Guest who intends to make an application for an Accommodation Contract with the Hotel shall provide the Hotel with the following particulars.
  - (1) Name(s) of the Guest(s)
  - (2) Length of stay with date(s) and estimated time of arrival
  - (3) Room type with accommodation Charges (based, in principle, on the Basic Accommodation Charges listed in Table No. 1
  - (4) Other particulars deemed necessary by the Hotel
2. In cases where the Guest requests, during his/her stay, an extension of the accommodation beyond the date(s) 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 of Accommodation Contracts, etc.)**

Article 3.

1. An Accommodation Contract 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 is proven that the Hotel has not accepted the application.
2. When an Accommodation contract is 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 the 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 appropriated 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 equivalent in amount to that stipulated in Paragraph 2 by the date specified by the Hotel, the Hotel shall treat the Accommodation Contract as invalid. However, the same shall apply only in cases where the Guest is informed of such provision by the hotel when the date of deposit payment is specified.

**(Special Contracts Requiring No Payment of 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 payment of an accommodation deposit after the Contract is concluded as stipulated in the same Paragraph.

2. In case where the Hotel does not request payment of an accommodation deposit as stipulated in Paragraph 2 of the preceding Article and/or does not specify the date of such payment at the time the application for an Accommodation Contract is accepted, it shall be treated that the Hotel has agreed to 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 in any of the following cases:

- (1) When the application for an Accommodation Contract 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 liable to conduct himself/herself in a manner that may be against the law, public order or etiquette 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 requests the Hotel to assume an unreasonable burden in regard to his/her accommodation
- (6) When the Hotel is unable to provide accommodation due to natural calamities, dysfunction of the facilities and/or other unavoidable causes
- (7) When the guest seeking accommodation is deemed liable to behave in a manner that may disturb other Guests of this Hotel due to intoxication or other causes, or the Guest staying at the Hotel behaves in such a manner (pursuant to the provisions of Article 9 of the Enforcement Ordinance for the Miyazaki Prefectural Hotel Business Law).

### **(The Guest's Right to Cancel Accommodation Contracts)**

#### Article 6.

1. The Guest shall have the right to terminate the Accommodation Contract by notifying the Hotel of such intent.
2. In cases where the Guest cancels the Accommodation Contract in whole or in part due to causes for which the Guest is liable (except in cases where the Hotel requests payment of the deposit by the specified date as prescribed in Paragraph 2 of Article 3 and the Guest cancels before such payment), the Guest shall pay cancellation charges as listed in the Attached Table No. 2. However, in cases where a special contract, as prescribed in Paragraph 1 of Article 4, is concluded, the same shall apply only when the Guest is informed of the obligation to pay cancellation charges in the event of cancellation by the Guest.
3. In cases where the Guest does not arrive by 8 p.m. on the first day of his/her stay (or 2 hours after the expected time of arrival if the Hotel is notified of such time) without advance notice, the Hotel may regard the Accommodation Contract as being cancelled by the Guest.

### **(The Hotel's Right to Terminate Accommodation Contracts)**

#### Article 7.

1. The Hotel may terminate the Accommodation Contract in any of the following cases:
  - (1) When the Guest is deemed liable to conduct and/or has conducted himself/herself in a manner that may be against the law, public order or etiquette in regard to his/her accommodation
  - (2) When the Guest can be clearly detected as carrying an infectious disease
  - (3) When the Guest requests the Hotel to assume an unreasonable burden in regard to his/her accommodation



- (4) When the Hotel is unable to provide accommodation due to natural calamities and/or other unavoidable causes
  - (5) When the Guest seeking accommodation is deemed liable to behave in a manner that may disturb other Guests of this Hotel due to intoxication or other causes, or the Guest staying at the Hotel behaves in such a manner (pursuant to the provisions of Article 9 of the Enforcement Ordinance for the Miyazaki Prefectural Hotel Business Law
  - (6) When the Guest does not observe the rules prohibiting actions, such as smoking in bed and misuse of the fire-fighting facilities and other rules listed in the Hotel's House Regulations (applicable only to prohibitions deemed necessary in order to prevent fires)
2. In cases where the Hotel terminates 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 remainder of the contractual period which he/she has not received.

### **(Registration)**

#### Article 8.

1. The Guest shall register the following particulars at the Reception Desk of the Hotel on the first day of his/her stay.
  - (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
  - (4) Other particulars deemed necessary by the Hotel
2. In cases where 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, such means of payment shall be shown in advance at the time of registration prescribed in the preceding Paragraph.

### **(Occupancy Hours of Guest Rooms)**

Article 9.

1. The Guest is entitled to occupy the contracted guest room of the Hotel from 2 p.m. on the day of registration until 11 a.m. on the following day. However, in cases where the Guest is accommodated more than one day, the contracted guest room may be used all day except for 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:
  - (1) When the Guest checks out after 11 a.m.
  - (2) When the Guest checks in before 2 p.m.

### **(Observance of House Regulations)**

Article 10.

The Guest shall, while on the Hotel premises, observe the House Regulations and other provisions established by the Hotel, which are posted within the premises of the Hotel.

### **(Business Hours)**

Article 11.

1. The business hours of the Hotel are as follows, and detailed information on those of other facilities, etc. shall be available in the brochures provided in the Hotel and the notices displayed at various places.

Service hours of the Reception Desk, Cashier, etc.

- |                             |          |
|-----------------------------|----------|
| A. Main Entrance            | 24 Hours |
| B. Reception Desk           | 24 Hours |
| C. Foreign Exchange Service | 24 Hours |

2. The business hours specified in the preceding Paragraph are subject to temporary changes due to unavoidable causes. Other facilities may be closed to business without advance notice. In such a case, the Guest shall be informed by appropriate means.

**(Payment of Accommodation Charges)**

Article 12.

1. The breakdown and calculation of the Accommodation Charges etc. payable by the Guest are listed in the attached Table No. 1.
2. Accommodation Charges, etc. as stated in the preceding Paragraph shall be paid in Japanese currency, or by any other means accepted by the Hotel such as traveler's checks, coupons, credit cards, etc. at the Reception Desk at the time of the Guest's departure or upon request by the Hotel.
3. Accommodation Charges shall be paid even if the Guest voluntarily does not utilize the accommodation facilities once such facilities have been made available to him/her by the Hotel.

**(Liabilities of the Hotel)**

Article 13.

1. The Hotel shall compensate the Guest for any damage caused to the Guest by the Hotel 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 is caused due to reasons for which the Hotel is not liable.
2. The Hotel has received the "Fire Prevention Safety Mark", as a certified hotel in compliance with the Fire Prevention Ordinance.

### **(Handling of Cases Where the Hotel is Unable to Provide Contracted Rooms)**

#### Article 14.

1. The Hotel shall, when unable to provide contracted room(s), arrange for accommodation of the same standard elsewhere insofar as practicable with the consent of the Guest.
2. When no arrangements for accommodation elsewhere can be made notwithstanding the provisions of the preceding Paragraph, the Hotel shall pay the Guest a compensation fee equivalent to the contracted charges and this compensation fee shall be applied to the damages. However, when the Hotel cannot provide accommodation due to causes for which the Hotel is not liable, the Hotel shall not pay the compensation fee to the Guest.

### **(Handling of Deposited Items)**

#### Article 15.

1. The Hotel shall compensate the Guest for the damage, loss and destruction to the possessions, cash, or valuables deposited at the Reception Desk by the Guest, except for cases of force majeure. However, regarding cash and valuables, when the Hotel requests the Guest to report their kind and values but the Guest fails to do so, the Hotel shall compensate the Guest for the damage within the limit of 300,000 yen only.
2. The Hotel shall compensate the Guest for the damage, loss and destruction through intention or negligence on the part of the Hotel to the possessions, cash or valuables which are brought into the premises of the Hotel by the Guest but not deposited at the Reception Desk. However, regarding items whose kind and values have not been reported by the Guest, the Hotel shall compensate Guest for the damage within the limit of 100,000 yen only.

### **(Custody of the Guest's Baggage and/or Belongings)**

#### Article 16.

1. When the baggage of the Guest is received by the Hotel prior to his/her arrival, the Hotel shall be responsible for its custody only when such request is accepted by the Hotel in advance. The baggage shall be handed over to the Guest at the Reception Desk at the time of his/her check-in.
2. When the baggage or belonging of the Guest are found left behind after his/her check-out, and the ownership of the unaccounted item is established, the Hotel will contact the owner and ask for handling instructions. If no instructions from the owner are received or if the owner is not identifiable, the item will be kept for a maximum of 7 days, including the day such item was discovered, and then turned over to the nearest police station.
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 of this Article should be treated accordingly with Paragraph 1 of the previous Article in the case of Paragraph 1 of this Article, and with the provisions of Paragraph 2 of the same article in the case of Paragraph 2 of this Article.
4. In addition to the previous Article and the preceding three Paragraphs of this Article, details in regard to handling of the items deposited by the Guest and the custody of the Guest's baggage and belongings shall be stipulated separately in the Hotel's regulations on deposited items.

### **(Liability Regarding Parking)**

#### Article 17.

The Hotel shall not be liable for the custody of the Guest's vehicle when the Guest utilized the parking lot within the premises of the Hotel regardless of whether or not the vehicle's key is deposited with the Hotel by the Guest, as it shall be regarded that the Hotel simply offers the space for parking. However, the Hotel shall compensate the Guest for damage

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.

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

### **(Waiver for Computer Communication Services)**

Article 19.

Please be aware that Guests are liable for any use of computer communication services from within the Hotel. The Hotel cannot be held liable for any possible damage that may be caused by a systems failure or any other reasons while the computer communication services are being used. In addition, the Guests may be required to compensate the Hotel and third parties for any possible damage caused by acts that the Hotel judges to be an inappropriate use of computer communication systems.

#### **【コンピュータ通信に関する免責事項】**

##### **第 19 条**

当ホテル内からのコンピュータ通信にご利用にあつたては、お客様ご自身の責任にて行うものとします。コンピュータ通信のご利用中にシステム障害その他の理由によりサービスが中断し、その結果利用者がいかなる損害を受けた場合においても、当ホテルは一切の責任を負いません。また、コンピュータ通信ご利用時に当ホテルが不適切と判断した行為により、当ホテル及び第三者に損害を覆う生じた場合、その損害を賠償していただきません。

**(Governing Language)**

Article 20.

These Terms and Conditions are provided in both Japanese and English. In the case of any discrepancy between the two texts, the Japanese text will take precedence.

**(Jurisdiction and Applicable Law)**

Article 21.

Any and all disputes arising from these Terms and Conditions shall be resolved by competent Japanese courts with jurisdiction over the location of this Hotel in accordance with the laws of Japan.

Table No. 1: Breakdown of Accommodation Charges, etc.

		Itemization	Consumption Tax
Total Amount to be paid by the Guest	Accommodation Charges (1)	(1) Basic Accommodation Charge (Room Charge) (2) Service Charge ((1) X 10%)	(3) Consumption Tax ((1) + (2) X 5%)
	Additional Charges (2)	(4) Food & Beverage and Other Expenses (5) Service Charge ((1) X 10%)	(6) Consumption Tax ((4) + (5) X 5%)

(Ref. Paragraph 1 of Article 2, Paragraph 2 of Article 3 and Paragraph 1 of Article 12)

Remarks:

Charges for In-Room Dining, Mini-bar and Pay-TV will be added to Accommodation Charges (1).

No Taxable minimum is applicable for (3) and (6).

These charges are subject to change upon revision of the Tax Laws concerned.

Table No. 2: Cancellations and Charges

(Ref. Paragraph 2 of Article 6)

Contracted Number of Guests		Date When Cancellation of Contract is Notified						
		No Show	On the 1 <sup>st</sup> Day of Occupancy	The Day before the 1 <sup>st</sup> Day of Occupancy	14 Days Prior	30 Days Prior	60 Days Prior	
Individual	1 to 14	100%	100%	50%	---	---	---	---
Group	15 to 99	100%	100%	100%	80%	50%	30%	20%
	100 and more	100%	100%	100%	100%	70%	50%	30%

Notes;

1. The percentages signify the rate of cancellation charge in relation to the Basic Accommodation Charges.
2. When the number of days contracted is shortened, a cancellation charge for the first day shall be paid by the Guest, regardless of the number of days the Contract is shortened by.
3. When part of a group booking (for 15 persons or more) is cancelled, the cancellation charge shall not be collected for the number of persons equivalent to 5% of the number of persons booked as of 10 days prior to the occupancy (when the application is accepted less than 10 days prior to the occupancy, as of the accepted date) with a fraction rounded up to the whole number.
4. In cases of a group booking (for 15 persons or more) where a special accommodation contract is concluded and cancellation charges are specified, such special contract shall prevail.



## **Regulations of Safe-Deposit Boxes (at the Reception Desk)**

### 1. Scope of Application

The regulations stipulated herein shall apply to matters concerning the use of safe-deposit boxes at the Reception Desk by the Guests.

### 2. Nature of Safe-Deposit Box Use Contract

The nature of the safe-deposit box use contract is a loan contract for use of the particular safe-deposit box designated by the Hotel and not a guarantee of the custody of the item(s) deposited by the Guest (hereafter the User). The Hotel shall not be liable for any damage that might be caused to the item(s) deposited in the safe-deposit box.

### 3. Period of Use

The period of use of the safe-deposit box is from the time the User asks for the use of such box after the registration for accommodation is completed to the time of check-out.

### 4. Restriction on Items to be Deposited

The Users shall not deposit any of the following in the safe-deposit box.

- a. Animals or birds
- b. Explosives, gasoline, other ignitables or inflammables
- c. Anything that emits a foul odor
- d. Anything in excessive quantity
- e. Illegally-owned firearms, swords and stimulants, etc.

### 5. Security Code for Safe-Deposit Box

The User shall use the security code that he/she registers in the application form and be responsible for such code.

### 6. Access to Safe-Deposit Box

- (1) The User shall open and close the safe-deposit box only when he/she informs an employee of this Hotel of such intent.
- (2) The User shall place in and/or remove anything from the safe-deposit box place designated by the Hotel.

## 7. Management of Security Code

- (1) If the User forgets the security code, he/she is advised to inform the Hotel, in which case a Hotel employee or a person designated by the Hotel may unlock the safe-deposit box.
- (2) If the User wishes to change the security code for some reason, he/she should inform a Hotel employee. It may be changed by following the set procedure, in which case the Hotel may move the box to another compartment.

## 8. Surrender

- (1) The User shall surrender the safe-deposit box immediately when the period of use is completed or such box is no longer needed.
- (2) In cases where the safe-deposit box is still not surrendered 7 days after the User's check-out, the Hotel shall, in a manner deemed as appropriate by the Hotel, open the box, keep its content in a separate place, regard that the User has waived his ownership, sell it in a way and for a price at the Hotel's discretion or discard it if it cannot be sold. The User shall not protest any of the aforementioned measures taken by the Hotel.
- (3) The User shall bear the expenses require for the measures in the preceding Paragraph (including the cost of having a witness such as a notary public when opening the safe-deposit box).

## 9. Repairs on Safe-Deposit Box

The User is requested to comply when asked by the Hotel to surrender the safe-deposit box or move such box to another compartment due to repair work on the box or any other circumstances beyond the Hotel's control.

## 10. Emergency Measures

In cases where the Hotel is lawfully requested to open a safe-deposit box or in an emergency where a fire or the content of such box might cause damage to the Hotel, the Hotel reserves the right to open such box in a manner deemed appropriate by the Hotel and take the best possible measures. The Hotel shall not be liable for any damage caused to the User.

## 11. Compensation for Damage

- (1) The Hotel shall not be liable for any damage, loss, alteration, etc. caused to the item(s) in the safe-deposit box when such box cannot be opened due to reasons

for which the Hotel is not liable, such as fires, earthquakes, etc.

- (2) The User shall compensate the Hotel or a third party for any damage to them due to reasons attributed to the safe-deposit box.
- (3) The Hotel shall not be liable for any damage, loss, alteration, etc. caused to the item(s) in the safe-deposit box when the box cannot be opened due to the theft or misuse of the security code and other reasons for which the Hotel is not liable.

## 12. Governing Language

These regulations are provided in both Japanese English. In case of discrepancy between the two texts, the Japanese text will take precedence.

## 13. Jurisdiction and Applicable Law

Any and all disputes arising from these regulations shall be resolved by competent Japanese courts with jurisdiction over the location of this Hotel in accordance with the laws of Japan.

## **Regulations on Deposited Items**

### 1. Scope of Application

The Hotel shall, from its guests only, keep items, baggage, etc. in custody as stipulated in the provisions herein based on Paragraph 4 of Article 16 of the Terms and Conditions.

### 2. Period of Deposit

(1) The period of deposit is from the time the Hotel accepts the items until the day designated for pick-up.

(2) The day designated for pick-up shall be within 30 days from the day the Hotel accepts the items.

(3) In cases where no date for pick-up is designated, the period of deposit shall be for a maximum of 30 days from the day such items are deposited.

### 3. Restrictions on Items to be Deposited

No cash, jewelry, valuables, hazardous materials, perishables, fragile items, animals, plants, woolen or fur products that are prone to insect damage shall be accepted.

### 4. Retriever

The retriever of deposited items shall be the person who has deposited such items or a third party designated as a retriever by the depositor.

### 5. Confirmation of Retriever's Identity

The retriever is requested to show a claim tag to a Hotel employee at the time of receiving the deposited items. In case of the third party designated as a retriever by the depositor, a claim tag is not necessary but proof of the identity as such retriever is required. A Hotel employee in charge shall confirm the identity of the retriever with due care when such items are returned. In this case, the Hotel shall be exempt from any responsibility for such items.

### 6. Compensation for Damage

(1) The Hotel shall not be liable for any loss, damage, alteration of deposited items for reasons that are generally considered to be force majeure.

(2) The Guest shall be liable for any damage suffered by the Hotel or any third party due to the damage, alteration, etc. for which the Guest is responsible.

7. Disposal of Deposited Item(s)

- (1) In cases where the deposited item is not retrieved within 7 days from the last day of the deposit service, the Hotel shall keep such item in a generally accepted manner and reserve the right to dispose of such item in an appropriate manner, at an appropriate time and for an appropriate price. In cases where the said procedure is not possible, the Hotel shall reserve the right to discard such item.
- (2) The depositor shall bear the expense needed to carry out the procedure explained in the preceding Paragraph. Any money generated from this procedure shall be appropriated to the expenses required for such procedure.

8. Emergency Measures

The Hotel shall reserve the right to take flexible measures in any of the following events.

- (a) When asked by the judiciary to present the deposited item(s)
- (b) In cases of fire, abnormal state of the deposited item(s) or any other event that is considered to be an emergency.

9. Governing Language

These provisions are provided in both Japanese and English. In case of any discrepancy between the two texts, the Japanese text will take precedence.

10. Jurisdiction and Applicable Law

Any and all disputes arising from these provisions shall be resolved by competent Japanese courts with jurisdiction over the location of this Hotel in accordance with the laws of Japan.

## **Regulations on In-Room Safe**

### 1. Scope of Application

The regulations stipulated herein shall apply to matters concerning the use of a safe provided in the guest room (hereinafter referred to as in-room safe).

### 2. Nature of In-Room Safe Use Contract

The nature of the in-room safe use contract is a loan contract for use of the particular in-room safe designated by the Hotel and not a deposit contract for the item(s) to be housed in such safe. The Hotel shall, therefore, not guarantee the custody of the item(s) housed by the Guest (hereinafter referred to as the User). The Hotel shall not be liable for any damage, loss, alteration, etc. that might be caused to the item(s) housed in the in-room safe.

### 3. Period of Use

The period of use of the in-room safe is from the time the User completes the registration for accommodation at the Reception Desk to the time of check-out.

### 4. Restriction on Items to be Housed

The Users shall no house any of the following in the in-room safe.

- a. Animals or birds
- b. Explosives, gasoline, and other ignitables or inflammables
- c. Anything that emits a foul odor
- d. Anything in excessive quantity
- e. Illegally-owned firearms, swords and stimulants, etc.

### 5. Emergency Measures

In cases where the Hotel is lawfully requested to open an in-room safe or in an emergency where a fire or the other content of such safe might cause damage to the Hotel, the Hotel reserves the right to open such safe in a manner deemed appropriate by the Hotel and take the best possible measures. The Hotel shall not be liable for any damage caused to the User.

6. Compensation for Damage

- (1) The Hotel shall not be liable for any damage, loss, alteration, etc. caused to the item(s) in the in-room safe when such safe cannot be opened due to reasons for which the Hotel is not liable, such as fires, earthquakes, etc.
- (2) The User shall compensate the Hotel or a third party for any damage caused to them due to reasons attributed to the contents of the in-room safe.

7. Governing Language

These regulations are provided in both Japanese and English. In case of any discrepancy between the two texts, the Japanese text will take precedence.

8. Jurisdiction and Applicable Law

Any and all disputes arising from these regulations shall be resolved by competent Japanese courts with jurisdiction over the location of this Hotel in accordance with the laws of Japan.