

## **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.

### **[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 the following particulars:
- 1) Name of the Guest;
  - 2) Date of accommodation and estimated time of arrival;
  - 3) Accommodation Charges;
  - 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. 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 the 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. 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 the 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 Hotel is requested 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 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 crime syndicate member, member of crime syndicate related organizations, or related to any other antisocial power, or;
- 9) When a person requesting Hotel Accommodations was asked or forced to leave from the Hotel due to any kinds of problems before.

**[Right to Cancel Accommodation Contracts by the Guest]**

Article 6. 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.

#### **[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 Hotel is requested to resume 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 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 other than smoking area, 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, member of crime syndicate related organizations, or related to any other antisocial power.
- (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/she 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, age, sex and 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. Daily room occupancy is from 2:00 pm to 11:00 am. However in the case when the Guest is accommodated continuously, the Guest may occupy the room all day long, 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 as follows:

|  |                         |
|--|-------------------------|
| Up to 2 pm for departure                                       | JPY3,000-               |
| Later than 2 pm for departure or earlier than 2 pm for arrival | 100% of the Public Rate |

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

(3)One child up to 16 years of age is free of charge using existing bedding. This article only applies for direct bookings (telephone, e-mail, accor hotels web page, call center 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 established by the Hotel.

**[Business Hours]**

Article 11. Business hours of the Hotel are stated below. This information is as of January 1st, 2020, but it is subject to change without notice, due to the maintenance, construction or full reservation and so on. 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<br>Lunch 11:30 am~2:00 pm (Last Order)<br>Dinner 5:30 pm~8:30 pm (Last Order) |
| Lounge                          | 10:00 am~5:30 pm (Last Order)   |
| Banquet, Meeting and Ball rooms | 9:00 am ~ 10:00 pm.<br>(Additional fee applies after/before hours)  |
| Massage                         | 2:00 pm ~ 0:00 am (Last Order)  |
| Laundry                         | 10:00 am (for same day service)**   |

\* Entrance will be locked between 1 am to 5 am, but could be unlocked by intercom.

\*\*Closed on Sunday and holiday and 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 by 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]**

Article13. 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 the Hotel Liability Insurance in order to deal with unexpected fire and/or disasters.

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

Article14. The Hotel shall, when unable to provide contracted rooms, arrange accommodation of the same standard else-where 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]**

Article15. The Hotel shall compensate the Guest for the damage when loss, breakage or other damage is caused to the goods, cash or valuables deposited 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.

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

Article16. 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 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, and after this period, the Hotel shall turn it over to the nearest police station. Objects identified as valuable articles will be reported and handed over to the local police.

- (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 custody of the vehicle of the Guest when the Guest utilizes the Bay Square Parking. The Bay Square Parking is conducted by the Parking, not by the Hotel.

**[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.

Table 1 : Calculation Method for Accommodation and other charges

(Refers Article 2 and Paragraph 1 of Article 12)

|                                      |                       | Statement   |
|--------------------------------------|-----------------------|---|
| Total Amount to be paid by the Guest | Accommodation Charges | ① Room Charge (Accommodation charge (and Accommodation charge + Breakfast and so on charge ))<br>② Service charge (① x 10%) |
|                                      | Additional Charges    | ③ Additional meals, drinks, and other expenses (except included ①)<br>④ Service charge (③ x 10%)                            |
|                                      | Tax                   | Consumption Tax   |

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%    | 80%      | 20%                   |

\*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.

## **House Regulations**

Every guest is required to observe and comply with the following Regulations established by the corporation 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 Yokosuka 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. Do not smoke in this facility except Smoking area.
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.
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 your guestroom. Hotel will not be liable for the loss or theft of valuables.
8. Hotel will keep articles left on the premises of the Hotel for 3 month, except valuable articles kept for 7 days. Hotel will handle with the appropriate authorities in accordance with the lost Goods Act.
9. Kindly show your guest card when you sign for any bills in the Hotel's restaurants or other facilities.
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. Phone calls from guestroom phones are charged at the hotel's rates.
13. Gambling or other acts which are contrary to good 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 to the Hotel's property caused by you or by your guests.
16. A night wear and slippers have been provided for your use in your guestroom. Kindly refrain from going out of your room in bathrobe 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 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. Hotel will not make payment on behalf of a guest for such expenses as shopping charges, tickets, taxi fares, and postage or courier charges.
21. Ordering 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.

### **Conditions Governing Use of Safe**

Article 1. Application of the Conditions These Conditions shall govern the guest's use of a particular safe (the "Safe") designated and provided by Hotel.

#### Article 2. Legal Classification of Content

A contract for the use of the Safe ("Contract") shall be considered to be one for the hiring without charge of the Safe and Hotel will not assume the obligation to have in its custody articles kept in the Safe by the guest.

#### Article 3. Duration of Contract

A Contract shall be in effect from the time when a User checks in the Safe (the "Personnel") until the User check-out of Hotel.

#### Article 4. Articles to be kept in the Safe

A User may keep the following articles in the Safe which is assigned to him/her:

- ① Money;
- ② Stock certificates, securities or other commercial instruments;
- ③ Bankbooks, contract documents or other important documents;
- ④ Jewelry or other valuable chattels
- ⑤ Other articles deemed as valuable as the articles listed above.

(Hotel, when it has a justifiable cause, may refuse its permission for a User to keep articles in the Safe even though such articles come under any one of Clauses in the precious Section.



#### Article 5. Immunity

When the opening and closing of the Safe is made pursuant to the request of a person who presents a key which is seemingly the same as the guest key for the Safe, the Personnel shall be deemed to have exercised due care and Hotel will not be liable for such opening and closing even when such a key is not the correct one or such a person is not the correct user.

Hotel shall not be liable for any damages caused by a third party's use of safe.

#### Article 6. Vacating the Safe

If a User does not vacate the Safe upon check out, Hotel may open the Safe by any means which Hotel deems appropriate, may take the articles kept in the Safe in its custody or, deeming them abandoned, may sell them by the method and at the price it deems proper or may discard them when unassailable. The User shall not object to the above disposition made by Hotel.

The User shall pay the cost of the above disposition including the cost of attendance of any notary public or other third person if Hotel asks.

#### Article 7. Repair of the Safe

When for a justifiable reason, such as repair, Hotel asks User to vacate the Safe or to change the Safe, he/she is requested to comply with Hotel request.

#### Article 8. Emergency

When Hotel is ordered to open the Safe pursuant to any law or regulation, or in case of an emergency, such as a fire or the articles causing damage to the facilities of Hotel, Hotel may open the Safe by any way which Hotel deems appropriate or Hotel may take the best other suitable measures possible. How-ever, Hotel shall not be liable for any damages incurred by a User caused by the above measures.

#### Article9. Liability.

If the articles are destroyed, damaged or deteriorated because Hotel was prevented from responding to a User's request to open the Safe by a fire or earthquake or other reason beyond control of Hotel, the Hotel shall not be liable for such damages.

A User shall be liable for damages to the Hotel or to a third person caused by the storage of the articles in the Safe or by any act of the User to keep the articles in the Safe.