

# Terms of Use for Accommodation

The basic terms of accommodation and related clauses are based on the one written in Japanese and translated into English for convenience' sake.



 **Shinsaibashi ARTY Inn**

**【Article 1】 Scope of Application**

1. The accommodation contract and related contracts concluded between the Hotel and the Guest shall be governed by the provisions of this Agreement. Matters not specified in this Agreement shall be subject to laws, regulations, or generally established customs.
2. In the event that the Hotel complies to a special contract within the scope permitted by laws and regulations and customs, the provisions of the preceding paragraph shall not apply, and the special contract shall take precedence.

**【Article 2】 Application for Accommodation and Contract**

1. A person intending to apply for an accommodation contract at our hotel shall provide the following information to the Hotel:
  - (1) Name of the guests
  - (2) Date of stay and expected arrival time
  - (3) Room charge (based on the basic room charge in Annex 1, as a general rule)
  - (4) Other matters deemed necessary by the Hotel
2. If a guest requests to extend their stay beyond the stay date specified in Item 2 of the preceding paragraph, the Hotel shall treat it as a new application for an accommodation contract at the time the request is made.

**【Article 3】 Establishment of Accommodation Contract, etc.**

1. An accommodation contract shall be deemed to be concluded when the Hotel accepts the application described in the preceding Article. However, this shall not apply if the Hotel can prove that it did not approve the application.
2. When an accommodation contract is concluded in accordance with the provisions of the preceding paragraph, the guest shall pay the deposit specified by the Hotel by the date designated by the Hotel, up to the basic accommodation fee for the accommodation period.

**【Article 4】 Special agreement that does not require payment of the application fee.**

1. Notwithstanding the provisions of Article 2 of the preceding Article, the hotel may agree to a special contract that does not require payment of the deposit mentioned in the same paragraph after the contract is concluded.
2. When accepting an application for an accommodation contract, if the hotel does not request the payment of the deposit set forth in paragraph 2 of the preceding Article or does not set a payment due date for the deposit, it shall be treated as if it complies with the special agreement in the preceding paragraph.

**【Article 5】 Refusal to conclude an accommodation contract.**

The hotel may refuse to conclude an accommodation contract in the following cases:

- (1) When the application for accommodation does not comply with these terms and conditions.

- (2) When there are no available rooms due to full occupancy or a similar situation.
- (3) When it is recognized that the guest may engage in acts that violate laws, public order, or good morals regarding accommodation.
- (4) When there is a risk that a guest causes in behavior that may cause inconvenience to other guests, such as being drunk.
- (5) When the guest is a member of a designated organized crime group or a related individual, or when they are associated with other antisocial forces, in accordance with the Act on the Prevention of Unjust Acts by Organized Crime Group Members (enforced on March 1, 1992).
- (6) When the guest is a corporation or organization controlled by a member of an organized crime group or a related individual.
- (7) When a guest is a corporation and there is a person among its officers who is affiliated with a gangster group.
- (8) When a guest engages in behavior that significantly disturbs other guests.
- (9) When a guest engages in violent, threatening, coercive, or unduly demanding behavior towards the accommodation or its staff. Or when they request a burden that exceeds a reasonable range, or when it is recognized that they have engaged in similar behavior in the past.
- (10) When it is clearly evident that a guest is a patient with an infectious disease.
- (11) When a request for a burden beyond a reasonable range is made regarding accommodation.
- (12) When it is not possible to accommodate due to natural disasters, facility malfunctions, or other unavoidable reasons.

**【Article 6】 Cancellation Rights of Guests**

1. Guests have the right to cancel the accommodation contract by making a request to our hotel.
2. If a guest cancel all or part of the accommodation contract due to reasons attributable to the guest (Except in the case where our hotel requests payment of the application fee by specifying the payment date pursuant to the provisions of Article 3, Paragraph 2, and the guest cancels the accommodation contract before the payment.), our hotel will be liable for a penalty as listed in Appended Table 2. However, in the case where our hotel complies with the special provisions set forth in Article 4, Paragraph 1, only when our hotel notifies the guest of the obligation to pay the penalty when the guest cancels the accommodation contract in complying with the special provisions.
3. If the guest does not inform the guest of the expected arrival time, or if the guest does not arrive at 10:00 PM (two hours after the expected arrival time) of the reservation date, the accommodation contract is deemed to have been cancelled by the guest, and our hotel may cancel the accommodation contract without any notice.

**【Article 7】 Right to cancel accommodation in our hotel**

1. Our hotel may terminate the accommodation

contract in the following cases:

- (1) When it is recognized that the guest may engage in acts that violate laws, public order, or good morals regarding accommodation.
  - (2) When the guest's behavior, due to intoxication or other reasons, causes inconvenience to other guests or is likely to do so.
  - (3) When the guest is a designated gangster, designated gang member, or related to such individuals, or when they are associated with other antisocial forces, as defined by the Act on the Prevention of Unfair Acts by Gang Members (enforced on March 1, 1992).
  - (4) When the guest is a corporation or organization controlled by a gangster or gang member.
  - (5) When the guest is a corporation and has officers who fall under the category of gangsters.
  - (6) When the guest engages in behavior that significantly disturbs other guests.
  - (7) When the guest makes violent, threatening, intimidating, or unreasonably demanding requests to the accommodation facility or its employees. Or when they request a burden that exceeds a reasonable range, or when it is recognized that they have engaged in similar behavior in the past.
  - (8) When it is clearly recognized that the guest is a patient with an infectious disease.
  - (9) When a guest forces the hotel to bear a burden beyond a reasonable range regarding accommodation. Or when intending to stay for that purpose.
  - (10) When it is impossible to allow accommodation due to a natural disaster, facility failure, or other unavoidable reasons.
  - (11) When you do not comply with the prohibition of smoking in bed, tampering with fire-fighting equipment, or other prohibited items specified by the hotel's rules of use.
2. When our hotel cancels the accommodation contract in accordance with the provisions of the preceding paragraph, we will not charge for the accommodation services, etc. that the guest has not yet received.

**【Article 8】 Registration of Accommodation.**

1. Guests shall register the following items at the front desk of our hotel on the day of their stay.
  - (1) The guest's name, age, gender, address, and occupation.
  - (2) For foreigners, we will make a copy of their passport (nationality, passport number, arrival place and date).
  - (3) Departure date and estimated departure time.
  - (4) Other matters deemed necessary by our hotel.
2. If the guest intends to pay the charges specified in Article 12 using methods such as traveler's checks, accommodation vouchers, credit cards, etc., they must present them at the time of registration in the preceding paragraph.
3. Our hotel will appropriately manage the personal information entrusted to us based on the personal information protection policy of Palace Enterprise Co., Ltd.

**【Article 9】 Extension Fee.**

Our hotel may accommodate guests outside of the designated hours. In such cases, the following additional charges will apply.

《Additional charge》1,000 yen per person for each additional hour.

- ※ After 14:00, the charge will be equivalent to the room rate for one night. The amount will be determined by the hotel based on the current market price.
- ※ Please note that in the event of full occupancy or operational reasons, we may not be able to accommodate requests for extended stays outside of the designated hours.

**【Article 10】 Compliance with the Rules of Use.**

Guests are asked to follow the rules of use set by our hotel and presented in the hotel during their stay.

1. Please refrain from inviting visitors to the room.
2. Please refrain from bringing the following items into the lobby or room:
  - a. Animals and birds (including other pet-like creatures)
  - b. Items that emit a noticeably bad odor
  - c. Explosives, volatile oils, and dangerous chemicals that are prone to fire or combustion
  - d. Drugs, illegal substances, or similar items
  - e. Guns and swords without proper permits
  - f. An excessive amount of goods
3. Please refrain from the act of gambling and actions that disturb public morals or disturb other guests in the hotel.
4. Please refrain from using the room or lobby as an office without permission. (The use of the room for purposes other than accommodation is prohibited.)
5. Please refrain from making any modifications to the room without permission.
6. Please adhere to the requests regarding the facilities and items within the premises.
  - (A) Please refrain from using it for purposes other than its intended use.
  - (B) Please do not take it outside of the hotel.
  - (C) Please do not move or alter it in any other location.
7. Please do not leave your belongings unattended in the hallway or lobby.
8. Please refrain from distributing advertisements to hotel guests.
9. Unless in case of an emergency or unavoidable circumstances, please do not enter areas of the facility other than guest areas such as emergency stairs, rooftops, and machinery rooms.
10. We regret to inform you that only minors are not allowed to stay without the permission of their guardian.
11. In the event of damage or contamination to the building, fixtures, or other items, excluding force majeure, you will be responsible for reimbursing the total amount of loss and repair costs for the period when business becomes impossible.

Additionally, if you lose your room key, a fee of 10,000 yen will be charged.

**【Article 11】 Rules for Using the Public Bath**

1. We regret to inform you that individuals with tattoos or body art are not permitted to use the facilities.
2. Wearing swimwear is not allowed in the bathing area. However, we do accept the use of Ministry of Health, Labor and Welfare-approved bath time covers. To avoid any unnecessary inconvenience, please inform the hotel staff in advance.
3. We cannot be held responsible for any theft that may occur in the changing rooms.
4. Please deposit your valuables at the front desk.
5. Taking pictures in the bathroom during business hours is strictly prohibited. In addition, if it is suspected that a guest took pictures, an employee may check the equipment that can take a picture.
6. The use of lockers in the changing rooms is only permitted during the time of using the public bath. Taking locker keys outside the premises is not allowed.

**《Public Bath Locker Usage Rules》**

Available from 15:00 to 10:00 the following morning. Every day, all locker doors will be opened after closing hours. Regarding any items left in lockers, the provisions of Article 17 will apply. Similarly, any belongings left in lockers that were locked and taken outside will be treated accordingly.

**【Article 12】 Payment of Fees**

1. The breakdown and calculation method of the accommodation fees and other charges to be paid by the guest shall be as specified in Appendix 1.
2. Our hotel collects and remits the consumption tax and accommodation tax prescribed by the National Tax Agency and local government ordinances on behalf of the guests.
3. In the event of a revision to the tax laws, the revised provisions shall apply.
4. Payment of the accommodation fees and other charges specified in the preceding paragraph shall be made at the front desk upon the guest's arrival or when requested by the hotel, using currency or any other method approved by the hotel, such as traveler's checks or accommodation vouchers.
5. Even if the hotel made the room available the guest does not stay after the hotel has provided, the accommodation fees will still be charged.
6. The accommodation fees are prepaid.

**【Article 13】 Liability of Our Hotel**

1. Our hotel will compensate for any damage caused to guests by non-performance of the Accommodation Agreement and related agreements. However, this does not apply if the cause is not attributable to our hotel.
2. Our hotel has obtained inn liability insurance to deal with unforeseen events such as fires.

**【Article 14】 Parking Lot Usage Rules**

1. There is no parking space on our hotel premises. Please use the nearby parking lot.
2. Any issues that arise during parking lot usage will be subject to the rules of the parking lot management company you are using.
3. Before using the parking lot, please make sure to check the price list. We cannot accommodate for any differences in fees due to price fluctuations.

**【Article 15】 Handling of situations where the contracted room cannot be provided.**

1. In the event that our hotel is unable to provide the contracted room to the guest, we will seek the guest's consent and arrange alternative accommodations under similar conditions, to the best of our ability.
2. Regardless of the above provision, if our hotel is unable to arrange alternative accommodations, we will compensate the guest with an amount equivalent to the cancellation fee, and this compensation fee will be deducted from the damages. However, if our hotel is not at fault for the inability to provide the room, we will not pay the compensation fee.

**【Article 16】 Handling of Deposited Items**

1. The maximum amount of items, cash, and valuables (excluding precious metals) that guests can leave at the front desk shall be 50,000 yen.
2. If there is any loss or damage to items, cash, and valuables (excluding precious metals) that the guest left at the front desk, our hotel will compensate for the damage up to 50,000 yen unless it is force majeure.
3. We take great care in handling baggage, but we are not responsible for damage or deterioration caused by normal handling, and defects in protruding accessories such as handles and wheels.

**【Article 17】 Storage of Guest's Baggage or Belongings**

1. If the guest's baggage arrives at our hotel before their stay, we will only keep it with the hotel's consent before its arrival and give it to the guest at the front desk during check-in.
2. Baggage or belongings that guests have left behind in the room without requesting storage at the time of check-out shall be managed in accordance with the special facility occupancy system under the revised Lost and Found Act. Additionally, any food items will be discarded for sanitary reasons, not considered as left behind.
3. In the case of Article 17, paragraph 1, our hotel's responsibility for the storage of guests' baggage shall be in accordance with the provisions of Article 16, paragraph 2.

**【Article 18】 Guest Responsibility**

If the hotel suffers damage due to the intentional or negligent actions of the guest, the guest shall compensate the hotel for the damage.

■ Appendix Table 1

Calculation Method for Accommodation Charges

(Related to Article 2, Paragraph 1, Article 3, Paragraph 2, and Article 12, Paragraph 1)

Total amount to be paid by the guest. (Settlement of Taxes A and B)		
Breakdown	Accommodation fee	① Basic room charge
		② Tax A. Consumption tax of ①
	Accommodation Tax	According to local government ordinance
	Additional charges	③ Food and other usage charges
④ Taxes B. Consumption tax of ③		

※ In the event of a revision to the tax law, it shall be based on the revised provisions.

■ Appendix Table 2

Cancellation Fee (Related to Article 6, Paragraph 2)

1. % represents the ratio of the cancellation fee to the basic accommodation fee.
2. If the contract period is shortened, a cancellation fee equivalent to one day (the first day) will be charged, regardless of the number of days shortened.
3. In the event that you are unable to visit the hotel due to the impact of natural disasters or other factors affecting the transportation network, we will waive the cancellation fee if you contact the hotel in advance.

	Cancellation of Contract Notification Date					
	No Show	Same Day	Previous Day	3 Days Prior	7 Days Prior	30 Days Prior
1~9 guests	100%	100%	50%	30%	0%	0%
10 or more guests	100%	100%	100%	100%	50%	20%