Terms and Conditions for Accommodation at Courtyard by Marriott Kyoto Shijo Karasuma

Article 1. Scope of Application

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, etc. (referring to laws and regulations or rules based thereon; the same shall apply hereinafter) and / or generally accepted practices.

2. In the case where the Hotel has entered into a special contract with the Guest insofar as such special contract does not violate laws and regulations, etc. and generally accepted practices, notwithstanding the preceding Paragraph, the special contract shall take precedence over the provisions of these Terms and Conditions.

Article 2. Application for Accommodation Contracts

- 1. A Guest who intends to make an application for an Accommodation Contract with the Hotel shall notify the Hotel of the following particulars.
- (1) Name of the Guest (s);
- (2) Date (s) of accommodation and estimated time of arrival;
- (3) Accommodation Charges (based, in principle, on the Basic Accommodation Charges listed in the Attached Table No. 1); and
- (4) Other particulars deemed necessary by the Hotel.
- 2. In the case 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.

Article 3. Conclusion of Accommodation Contracts, etc.

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, this shall not apply if the Hotel rejects 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 pay an accommodation deposit fixed by the Hotel within the limits of the Basic Accommodation Charges covering the Guest's entire period of stay 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 17as applicable, and the remainder, if any, shall be refunded at the time of the payment of the Accommodation Charges as stated in Article 11.
- 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 where the Guest is thus informed by the Hotel when the period of payment of the deposit is specified.

Article 4. Special Contracts Requiring No Accommodation Deposit

- 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 where 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, the Hotel shall be treated as having accepted a special contract prescribed in the preceding Paragraph.

Article 4-2. Request for Cooperation with Infection Prevention Measures at the Facilities

The Hotel may request the Guest seeking accommodation to provide necessary cooperation in preventing the spread of specific infectious diseases, as stipulated in Article 4-2, paragraph (1) of the Hotel Business Act.

Article 5. Refusal of Accommodation Contracts

- 1. The Hotel shall have the right not to accept the application for an Accommodation Contract under any of the following cases. However, this Paragraph does not indicate that the Hotel may refuse accommodation in cases not listed in Article 5 of the Hotel Business Act.
- (1) When the application for accommodation 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 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 is deemed to be a member of or be linked to a crime syndicate, organized crime groups or any antisocial organizations;
- (5) When the Guest seeking accommodation can be detected as a member of or having relationship with a corporate company or other groups whose business activities are under control of a crime syndicate or organized crime groups;
- (6) When the Guest seeking accommodation is a member of or having relationship with a corporate company whose director is proven to be a member of an organized crime syndicate;
- (7) When the Guest seeking accommodation repeatedly causes emotional harm (such as intimidation through shouting, rude manner of speaking, verbal abuse, threat, slander, defamation and insult) towards its employees;
- (8) When the Guest seeking accommodation repeatedly engages in actions (refusing to leave the room, occupying the space without permission, and holding an employee captive), such as making the same request to its employees for consecutive days or long hours — whether through phone calls, emails, in person, or other means — due to which the employees' time is greatly consumed;
- (9) When the Guest seeking accommodation repeatedly engages in discriminatory behavior, sexual behavior or personal attacks against its employees (such as taking a photo or video, posting on SNS or the Internet, invading privacy by extracting personal information or through other means);
- (10) When the Guest seeking accommodation has repeatedly requested its employees to provide services beyond what is typically offered to other Guests, such as an unreasonably discounted accommodation rate, an excessive amount of consolation money, an unreasonable room upgrade, an unjustified late check-out, an undue early check-in, or transportation services not stated in the Contract;
- (11) When the Guest seeking accommodation has repeatedly requested its employees not to assign Guests to rooms situated above, below or around the room where he / she is staying;
- (12) When the Guest seeking accommodation has repeatedly requested its employees to ensure that only a specific employee attends to his / her needs, or that a specific employee is prevented from reporting to work;
- (13) When the Guest seeking accommodation has repeatedly requested its employees to apologize in a manner that is not socially acceptable, such as kneeling down;
- (14) When it is feared that the Guest seeking accommodation is clearly detected as being in a state of intoxication or shows abnormal behavior which may disturb other Guests of the Hotel or when employees at the Hotel experience excessive burdens due to caring for the Guest or other reasons;
- (15) Beyond what is provided for in subparagraphs (7) to (14), when the Guest seeking accommodation requests its employees to take actions that impose excessive burdens and may significantly impede the provision of accommodation-related services to other Guests (this shall not apply where the Guest seeking accommodation requests the removal of social barriers pursuant to Article 7, paragraph (2) or Article 8, paragraph (2) of the Act for Eliminating Discrimination against Persons with Disabilities).

- (16) When the Guest seeking accommodation is liable to constitute a nuisance to other Guests because of conspicuously unclean personal appearance or clothing;
- (17) When it is proven that the Guest seeking accommodation has no financial ability to compensate for the services;
- (18) When it is feared that the Guest seeking accommodation is carrying hazardous articles, prohibited items and others alike which may cause disturbance to other Guests;
- (19) When the Guest seeking accommodation is a patient with a specific disease as defined in Article 4-2, paragraph (1), item(ii) of the Hotel Business Act; or
- (20) When the Hotel is unable to provide accommodation due to natural calamities, malfunction of facilities and / or other unavoidable causes.

Article 5-2. Explanation about Refusal of Accommodation Contracts

If the Hotel refuses to accept an application for an Accommodation Contract pursuant to the preceding Article, the Guest seeking accommodation may request an explanation for the refusal.

Article 6. Right to Cancel Accommodation Contracts by the Guest

- 1. The Guest is entitled to cancel the Accommodation Contract by so notifying the Hotel.
- 2. In the case where 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 where 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.
- 3. In the case where the Guest does not appear by 8 p.m. on the accommodation date (2 hours after the expected time of arrival if the Hotel is notified of it) without an advance notice, the Hotel may regard the Accommodation Contract as being cancelled by the Guest.

Article 7. Right to Cancel Accommodation Contracts by the Hotel

- 1. Even if an Accommodation Contract is concluded pursuant to Article 3, Paragraph 1, the Hotel may cancel the Accommodation Contract under any of the following cases. However, this Paragraph does not indicate that the Hotel may refuse accommodation in cases not listed in Article 5 of the Hotel Business Act.
- (1) When the Hotel determines that the Guest falls under any of subparagraphs (3) to (19) of Article 5;
- (2) When the Hotel is unable to provide accommodation due to natural calamities and / or other extreme cases;
- (3) When the Guest does not observe the rules prohibiting certain actions specified under the House Regulations stipulated by the Hotel (restricted to prohibitions deemed necessary in order to prevent fires), such as smoking in bed, and mischief to the fire fighting facilities;
- (4) When the Guest otherwise fails to abide by the House Regulations established by the Hotel; or
- (5) When the Guest does not abide by the terms and conditions of the Accommodation Contract in ways other than those indicated above.
- 2. In the case where 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 services which he / she has not received.

Article 7-2 Explanation about Cancellation of Accommodation Contracts

If the Hotel cancels an Accommodation Contract pursuant to the preceding Article, the Guest may request an explanation for the cancellation.

Article 8. Registration

1. The Guest shall register the following particulars at the Reception of the Hotel on the day of accommodation:

- (1) Name, address and contact information of the Guest (s);
- (2) Nationality and passport number of the Guest (s) if he / she does not have an address in Japan; and
- (3) Other particulars deemed necessary by the Hotel.
- 2. In the case where the Guest is not Japanese national and who does not hold home address in Japan will be requested to present and submit a copy of their passport.
- 3. In the case where the Guest intends to pay his / her Accommodation Charges prescribed in Article11 by any means other than cash in Japanese currency, such as coupons or credit cards, such means of payment shall be shown in advance at the time of the registration prescribed in the preceding Paragraph.

Article 9. Occupancy Hours of Guestrooms

- 1. The Guest is entitled to occupy the contracted guestroom of the Hotel from 3 p.m. on the day of registration until 12 p.m. on the day of departure.
- 2. The Hotel may, notwithstanding the provisions prescribed in the preceding Paragraph, permit the Guest to occupy the room beyond the check out time prescribed in the same Paragraph. In this case, extra changes shall be paid as follows;
- (1) Up to 3 hours: 25% of the room charge
- (2) Up to 6 hours: 50% of the room charge
- (3) More than 6 hours: 100% of the room charge

Article 10. Observance of House Regulations

The Guest shall observe the House Regulations established by the Hotel, which are posted within the premises of the Hotel.

Article 11. Payment of Accommodation Charges

- 1. The breakdown 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 at the Reception at the time of the Guest's departure or upon request by the Hotel in Japanese currency, other means as shall be acceptable to the Hotel such as coupons or credit card.
- 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.

Article 12. Liabilities of the Hotel

- 1. The Hotel shall compensate the Guest for the damage if the Hotel has caused such damage to the Guest in the fulfillment or the nonfulfillment of the Accommodation Contract and / or related agreements. However, the same shall not apply in the case where such damage has been caused due to reasons for which the Hotel is not liable.
- 2. In accordance with local fire regulations, hotel personnel preparedness, fire prevention systems and safety standards are tested annually by the fire department. The hotel is also covered by Hotel Liability Insurance in order to deal with unexpected fire and/or other disasters.

Article 13. Handling when unable to provide Contracted Rooms

- 1. The Hotel shall, when unable to provide contracted room(s), arrange accommodation of the same standard elsewhere for the Guest insofar as practicable with the consent of the Guest.
- 2. When arrangement of other accommodation cannot be made under the provisions of 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 reparation. However, when the Hotel cannot provide accommodations due to causes for which the Hotel is not liable, the Hotel will not pay the compensation fee to the Guest.

Article 14. Liability of Hotel for Possessions of Guests

- 1. The Hotel shall be liable for the loss or destruction of the possessions of Guests only if such loss or destruction is the result of willful or gross negligence by the Hotel. The Hotel shall be liable to the Guest for the loss of, or damage to the possessions of the Guest for an amount limited to the Fair Market Value of such possessions or ¥150,000 whichever is lower.
- 2. The Hotel does not keep money, negotiable instruments, jewelry, important documents and any other item which has substantial monetary value.

Article 15. Custody of Baggage and / or Belongings of the Guest

- 1. When the baggage of the Guest is brought into the Hotel before his / her arrival, the Hotel shall be liable to keep it and to hand it over to the Guest at the Reception at the time of his / her check-in only if the Hotel has agreed to do so in advance.
- 2. If Guests' hand luggage and personal belongings are found left at the Hotel after their check out, the Hotel, in principle, shall wait for inquiries from Guests and ask for instructions. If no instructions are given from Guests, the Hotel will handle it by Hotel's rules based on the Lost Property Act or directions, instructions, etc. of the local police station. Furthermore, cash and valuables will be delivered to the nearest police station within 7 days (including the day on which they are found), and foods, drinks, or insanitary goods will be promptly handled by the Hotel's rules.
- 3. The responsibility of this Hotel about the safekeeping of the baggage or belongings of the Guest in case of previous Paragraph shall follow the regulations of the preceding Article.

Article 16. Liability of the Guest

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

Article 17. Waiver for Computer Communication Services

- 1. Please be aware that Guests are liable for any use of the Electronic Network provided by the Hotel (hereinafter referred to as "Electronic Network").
- 2. The Hotel shall not be liable for any possible damage that may be caused by a systems failure or any other reasons while the Electronic Network provided by the Hotel is being used. In addition, the Guest shall be required to compensate the Hotel and third parties for any possible damage caused by an inappropriate use by the Guest of our Electronic Network.

Article 18. Governing Language

With respect to these terms, if there is a discrepancy between the Japanese and another language, the Japanese version shall take precedence.

Article 19. Jurisdiction and Applicable Laws

Litigation arising from the Terms & Conditions for Accommodation contract will be resolved in the courts in the jurisdiction of the Hotel and in accordance with Japanese law.

Article 20. Revision of General Terms and Conditions for Hotel Accommodation

The Hotel reserves the right to revise the terms and conditions set forth herein at its discretion, if deemed necessary. In the event of changes to the Terms and Conditions for Accommodation, the updated terms shall be posted on a website designated by the Company and shall take effect on the date specified at the time of posting. Furthermore, the Hotel shall ensure that the Terms and Conditions for Accommodation are always accessible in guestrooms.

Table No. 1:

Breakdown of Accommodation Charges, etc. (Ref. Paragraph 1 of Article 2 and Paragraph 1 of Article 11)

Total Amount to be paid by	Accommodation Charges	(1) Basic Accommodation Charge { Room Charge (or	
the Guest		Room Charge + Meals) }	
		(2) Service Charge $((1) \times 10\%)$	
		XExcluding the charge from the tenant restaurant.	
	Extra Charge	(3) Meals & Drink and Other Expenses	
		 (4) Service Charge ((3) x10%) ※Excluding the charge from the tenant restaurant. (1) Consumption Tax 	
	Taxes		
		(ロ) Accommodation Tax	
		(\nearrow) Taxes are calculated in units of $\$1$, and fractions are	
		ignored.	

Remarks: 1. Those charges are subject to change due to revisions in the Tax Laws concerned. 2. The above Basic Accommodation charge is the charge presented by the Hotel.

Table No.2:

Cancellations and Charges (Ref. Paragraph 2 of Article 6)

Contracted Number of Date when Cancellation of Contract is Notified						
Guests		No-Show	Accommodation	1 Day Prior to	9 Days Prior to	20 Days Prior to
			Day	Accommodation	Accommodation	Accommodation
				Day	Day	Day
Individual	1 to 14	100%	80%	20%	-	-
Group	15 to 99	100%	80%	20%	10%	-
	100 or more	100%	100%	80%	20%	10%

Remarks:

1. The percentages signify the rate of cancellation charge to the Basic Accommodation Charges. For "Package" accommodations, these values are the rates to the full amount of the package.

- 2. When the number of days contracted is reduced, it shall be deemed as cancelled as of the first day under the Contract and the cancellation charge for the first day shall be paid by the Guest, regardless of the date of cancellation during the accommodation.
- 3. Other than set forth in Table No. 2, any different cancellation charges may be specified in an individual accommodation contract, if any.