



## TERMS & CONDITIONS FOR ACCOMMODATION CONTRACTS

### 【Scope of Application】

#### Article 1

1. Contracts for Accommodation and related agreements to be entered into between montan HAKATA (the Hotel) and the Guest to be accommodated shall be subject to these Terms and Conditions, and any particulars not provided for herein shall be governed by laws and regulations, 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 or 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

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) & phone number;
  - (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.);
  - (4) Other particulars deemed necessary by the Hotel.
2. If 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】

#### Article 3

1. A Contract for Accommodation shall be deemed to have been concluded when the Hotel has duly accepted the application as stipulated in the preceding Article. However, the same shall not apply where it has been proven 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 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 14 as 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.

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## **【Special Contracts Requiring No Accommodation Deposit】**

### **Article 4**

1. Notwithstanding the provisions of Paragraph 2 of the preceding Article, the Hotel may enter into a special contract requiring no accommodation deposit after the Contract has been concluded as stipulated in the same Paragraph.
2. In the case 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.

## **【Refusal of Accommodation Contracts】**

### **Article 5**

1. The Hotel shall have the right not to accept the application for an Accommodation Contract under any of the following cases:
  - (1) When the application for accommodation does not confirm 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.
  - (4) When the Guest seeking accommodation is deemed to the following a) to c);
    - a) The law in respect to prevention, etc. against illegal actions by gang members(1991 Law item77)stipulated article2 item2(hereinafter referred to as "gang group".),gang member stipulated by the same law article2 item6(hereinafter referred to as "gang member".),gang group semi-regular members or gang member related persons and other antisocial forces.
    - b) When a corporate body has related persons to gang members.
    - c) When gang group or gang members are associates of corporations or other bodies to control business activities.
  - (5) When the Guest seeking accommodation is deemed liable to behave in a manner that will infringe upon other Guests of this Hotel or behaves in such a manner, due to intoxication or other causes.
  - (6) When the Guest seeking accommodation can be clearly detected as carrying an infectious disease;
  - (7) When the Hotel is requested to assume an unreasonable burden in regard to his/her accommodation;
  - (8) When the Hotel is unable to provide accommodation due to natural calamities, dysfunction of the facilities and/or other unavoidable causes;
  - (9) When the guest is deemed to other regulations of Fukuoka Prefecture

## **【Right to Cancel Accommodation Contracts by the Guest】**

### **Article 6**

1. The Guest is entitled to cancel the Accommodation Contract by so notifying the Hotel.
2. In the case 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. However, in the case where a special contract as prescribed in Paragraph 1 of Article 4 has been concluded, 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. In the case where the Guest does not appear by 24:00 midnight of the accommodation date (or 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.

## **【Right to Cancel Accommodation Contracts by the Hotel】**

### **Article 7**

1. The Hotel may cancel the Accommodation Contract without notice under any of the following cases:
  - (1) When the Guest is deemed liable to conduct and/or have conducted himself/herself in a manner that will contravene the laws or act against the public order and good morals;
  - (2) When the Guest is deemed the following a) to c);
    - a) Gang group, gang group semi-regular members or gang member related persons and other anti social forces.
    - b) When a corporate body or other organization where gang groups or gang members control business activities.
    - c) In a corporate body which has persons relevant to gang member in its board member.
  - (3) When the Guest seeking accommodation is deemed liable to behave in a manner that will infringe upon other Guests of this Hotel or behaves in such a manner, due to intoxication or other causes.
  - (4) When the Guest 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 the guest is deemed to other regulations of Fukuoka Prefecture.
  - (8) 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 tampering with the fire fighting facilities;
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.

## **【Registration】**

### **Article 8**

1. The Guest shall register the following particulars at the front desk of the Hotel on the day of accommodation:
  - (1) Name, age, sex, address and occupation of the Guest(s);
  - (2) Except in the case of a Japanese national, 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 the case where the Guest intends to pay his Accommodation Charges prescribed in Article 11 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 the 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 16 p.m. on the day of registration until 11 a.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 time prescribed in the same Paragraph. In this case, extra charges shall be paid as follows:
  - (1) Late check out fee 1,000 JPY for every 1hour.
  - (2) The maximum late check out time is until 13:00 p.m. and the guest will be charged 100% of the room charge when the guest wishes to use the room after the designated time. However the hotel may not be able to accept the request for some reasons.

## **【Observance of House Regulations】**

### **Article 10**

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

## **【Payment of Accommodation Charges】**

### **Article 11**

1. Accommodation Charges, etc., shall be paid at the front desk upon request by the Hotel in cash in Japanese currency, or by such other means as shall be acceptable to the Hotel such as traveler's checks, coupons or credit cards.
2. 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 12**

1. The Hotel shall compensate the Guest for any damages, if the Hotel has caused such damages 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. The Hotel is covered by a Hotel Liability Insurance in order to deal with unexpected fires and/or other disasters.

## **【Liability of the Guest】**

### **Article 13**

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

### **【Handling when Unable to Provide Contracted Rooms】**

#### **Article 14**

1. The Hotel shall, when unable to provide contracted rooms, arrange accommodation of the same standard elsewhere for the Guest insofar as practicable with the consent of the Guest.
2. When arrangement of other accommodations 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 accommodations due to causes for which the Hotel is not liable, the Hotel will not pay the compensation fee to the Guest.

### **【Handling of Deposited Articles】**

#### **Article 15**

1. The Hotel shall compensate the Guest for damages when loss, breakage or other damage is caused to goods, cash or valuables deposited at the Front Desk by the Guest, except in the case when this has occurred due to causes of irresistible force. However, for cash and valuables, when the Hotel has requested the Guest for an estimate of the value and the Guest has failed to do so, the Hotel shall compensate the Guest up to a maximum of 100,000 JPY.
2. The Hotel shall compensate the Guest for damages when loss, breakage or other damage is caused, through intent or negligence on the part of the Hotel, to the goods, cash or valuables brought onto the premises of the Hotel by the Guest but are not deposited at the Front Desk. However, for articles of which the nature and value has not been reported in advance by the Guest, the Hotel shall compensate the Guest up to a maximum of 100,000 yen.

### **【Custody of Baggage and/or Belongings of the Guest】**

#### **Article 16**

1. When 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 front desk at the time of his/her check-in only if the Hotel has agreed to do so in advance.
2. When baggage or belongings of the Guest are left behind after his/her check-out, and the ownership of such articles are confirmed, the Hotel shall inform the owner of such articles and ask for instructions. When no instruction is given to the Hotel by the owner so informed or when the ownership is not confirmed, the Hotel shall keep the article for 3 months (7 days for valuables) including the date it is found, and after this period, the Hotel shall deliver to the nearest Police Station for valuables, and dispose for other baggage or belongings. Other items such as food, cigarette, and magazines will be disposed the day after the notification of discovery.
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 shall be assumed in accordance with the provisions of Paragraph 1 of the Preceding 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.

### **【Liability in Regard to Parking】**

#### **Article 17**

1. The hotel does not provide any parking spaces, thus the guest(s) needs to find on their own to park their vehicles under the guest's responsibilities.
2. The hotel does not take any responsibility when the guest(s) violate the Road Traffic Law during the stay.
3. If the hotel take any damage by the vehicle of the guest(s), the guest(s) shall compensate for all damages.

### **【Policies Concerning Personal Information Protection】**

#### **Article 18**

1. The hotel shall manage, under the "Act on the Protection of Personal Information," the personal information of Guests provided in conjunction with the Accommodation Contract.

### **【Governing Language】**

#### **Article 19**

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

**Table No. 1 Calculation Method for Accommodation Charges, etc.**

		Content
Total amount to be paid by the Guest	Accommodation Charge	1) Basic Accommodation Charge (Room Charge) -Including Consumption Tax
	Extra Charges	2) Meals and drinks and other Expenses
	Taxes	3) Accommodation Tax (Required by Fukuoka City)

**<Note>**

1. Accommodation charges are based, in principle, on the basic accommodation charges on the pricing sheet at the front desk.
2. The most recent revision to the taxation law governs these terms.

**Table No. 2 Cancellation Charge**

Date of Reservation Cancellation	Individual	Group (15 persons or more)
No Show	100%	100%
Accommodation Date	100%	100%
1 Day Before	50%	100%
Up to 7 Days Before	0%	80%
Up to 14 Days Before	0%	50%

**<Note>**

1. Cancellation fee will be calculated from the day of check-in.
2. The percentage signifies the rate of cancellation charges to the Basic Accommodation Charges.
3. The reservation confirmation form take priority in calculating the cancellation fee.
4. The above regulations correspond when change in stay nights occur.