

Terms and Conditions for Accommodation Contracts

[Scope of Application] Article 1.

- 1. Contracts for Accommodation and related agreements entered into between this Hotel and the Guest shall be subject to these Terms and Conditions. Any particulars not provided for herein shall be governed by laws and regulations, etc. (meaning laws and regulations and those based on laws and regulations; the same applies 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.

[Application for Accommodation Contract] 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);
 - (2) date of accommodation and estimated time of arrival;
 - (3) accommodation charge (based, in principle, on the Basic accommodation charge 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 their stay, extension of the accommodation beyond the date 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 Contract, etc.] 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 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 pay, by the date specified by the Hotel, an accommodation deposit fixed by the Hotel within the limits of the Basic Accommodation Charges covering the Guest's entire period of stay.
- 3. The deposit shall first be used for the Accommodation Charges for the Guest to pay in the end, then secondly for cancellation charges under Article 8, and thirdly for the reparations under Article 20 as applicable, and the remainder, if any, shall be refunded at the time for payment of the Accommodation Charges as stated in Article 14.
- 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 date of payment of the deposit is specified.

[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 payment of a 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 a Contract has been accepted, it shall be treated as if the Hotel has accepted a special contract prescribed in the preceding Paragraph.

[Request for Cooperation in Infection Prevention Measures in Facility] Article 5.

The Hotel may request cooperation from a Guest seeking accommodation pursuant to the provision of Article 4-2, Paragraph 1 of the Hotel Business Act (Act No. 138 of 1948).

[Refusal of Conclusion of Accommodation Contract] Article 6.

The Hotel may not accept the conclusion of an Accommodation Contract under any of the following conditions. However, this Paragraph does not mean that the Hotel may refuse accommodation in cases other than those listed in Article 6 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 recognized to be likely to engage in an act against the provisions of laws or regulations, public policy, or good morals in relation to their accommodation;
- (4) When the Guest seeking accommodation is recognized as falling under any of the following items a. through c.:
 - a. an Organized Crime Group as defined in Article 2, item (ii) of the Act on Prevention of Unjust Acts by Organized Crime Group Members (Act No. 77 of 1991; hereinafter referred to as an "Organized Crime Group"), an Organized Crime Group Member as defined in Article 2, item (vi) of the same Act (hereinafter referred to as an "Organized Crime Group Member"), a quasi-member of or person associated with an Organized Crime Group, or other antisocial forces;
 - b. a corporate entity or other group whose business activities are controlled by an Organized Crime Group or Organized Crime Group Member; or
 - c. a corporate entity that has an officer that is an Organized Crime Group Member;
- (5) When the Guest seeking accommodation engages in an act or behavior that significantly annoys other guests of the Hotel;
- (6) When the Guest seeking accommodation is a patient, etc. of a specified infectious disease stipulated in Article 4-2, Paragraph 1, Item 2 of the Hotel Business Act (hereinafter referred to as "Patient, etc. of a Specified Infectious Disease");
- (7) When a violent demand is made or a burden exceeding a reasonable scope is required with regard to accommodation (except when a Guest seeking accommodation requests elimination of a social barrier in accordance with the provisions of Article 7, Paragraph 2 or Article 8, Paragraph 2 of the Act for Eliminating Discrimination against Persons with Disabilities (Act No. 65 of 2013; hereinafter referred to as "Disability Discrimination Elimination Act"));
- (8) When the Guest seeking accommodation repeatedly makes a request to the Hotel as set forth in Article 5-6 of the Ordinance for Enforcement of the Hotel Business Act that is excessively burdensome to fulfill and may seriously impede the provision of accommodation-related services to

other guests; or

(9) When the Hotel is unable to accommodate the Guest due to a natural disaster, failure of facilities, or other unavoidable reasons.

[Explanation for Refusal of Conclusion of Accommodation Contract] Article 7.

If the Hotel does not accept the conclusion of an Accommodation Contract in accordance with the preceding Article, the Guest seeking accommodation may request that the Hotel explain the reason therefor.

[Right to Cancel Accommodation Contract by the Guest] Article 8.

- 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 payment of the deposit by a specified date as prescribed in Paragraph 2 of Article 3 and the Guest has cancelled the Accommodation Contract before 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 if the Hotel has notified the Guest of their obligation to pay a penalty for canceling the Accommodation Contract in accepting such special contract.
- 3. In the case where the Guest does not appear by 6 p.m. of the accommodation date (2 hours after the expected time of arrival if the Hotel is notified in advance) without advance notice, the Hotel may consider the Accommodation Contract as being cancelled by the Guest.

[Right to Cancel Accommodation Contracts by the Hotel] Article 9.

The Hotel may cancel an Accommodation Contract under any of the following cases. However, this Paragraph does not mean that the Hotel may refuse accommodation in cases other than those listed in Article 5 of the Hotel Business Act.

- (1) When the Guest is recognized to be likely to engage, or to have engaged, in an act against provisions of laws or regulations, public policy, or good morals in relation to their accommodation;
- (2) When the Guest is recognized to fall under any of the following items a. through c.:
 - a. an Organized Crime Group, an Organized Crime Group Member, a quasi-member of or person associated with an Organized Crime Group, or other antisocial forces;
 - b. a corporate entity or other group whose business activities are controlled by an Organized Crime Group or Organized Crime Group Member; or
 - c. a corporate entity that has an officer that is an Organized Crime Group Member;
- (3) When the Guest engages in behavior that significantly annoys other guests of the Hotel;
- (4) When the Guest is a Patient, etc. of a Specified Infectious Disease;
- (5) When a violent demand is made or a burden exceeding a reasonable scope is required with regard to accommodation (except when a Guest seeking accommodation requests elimination of a social barrier in accordance with the provisions of Article 7, Paragraph 2 or Article 8, Paragraph 2 of the Disability Discrimination Elimination Act);
- (6) When the Guest repeatedly makes a request to the Hotel as set forth in Article 5-6 of the Ordinance for Enforcement of the Hotel Business Act that is excessively burdensome to fulfill and may seriously impede the provision of accommodation-related services to other guests;
- (7) When the Hotel is unable to accommodate the Guest due to a natural disaster, failure of facilities, or

other unavoidable reasons;

- (8) When the Guest smokes in bed, interferes with fire-fighting facilities, etc., or otherwise violates a prohibition in the User Regulations established by the Hotel (limited to those required for fire prevention); or
- (9) When the Guest refuses to pay the charges for the services they have used.
- 2. In the case where the Hotel has cancelled the Accommodation Contract in accordance with the preceding Paragraph, the Hotel shall not charge fees for accommodation and other services not provided to the Guest yet.

[Explanation for Cancellation of Accommodation Contract]

Article 10.

If the Hotel cancels an Accommodation Contract in accordance with the preceding Article, the Guest may request the Hotel to explain the reason therefor.

[Registration]

Article 11.

- 1. The Guest shall register the following particulars at the front desk of Hotel on the day of stay:
 - (1) name, age, sex, contact information, address, and occupation of the Guest(s);
 - (2) nationality, passport number, and place and date of entry to Japan, in case of a foreign national without an address in Japan;
 - (3) date and estimated time of departure; and
 - (4) other particulars deemed necessary by the Hotel.
- 2. In the case of a Guest's intention to pay their Accommodation Charges prescribed in Article 14 by any means other than Japanese currency, such as traveler's checks, coupons, or credit cards, these credentials shall be shown in advance at the time of the registration set forth in the preceding Paragraph.

[Occupancy Hours of Guest Rooms]

Article 12.

- 1. The Guest is entitled to occupy their room in the Hotel from 3 p.m. to 12 p.m. (noon) the next day. However, in the case where the Guest is accommodated for continuous days, the Guest may occupy the room for the full day, except on the arrival and departure days.
- 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) 30% of the best rate up to 3 p.m. on the checkout day;
 - (2) 50% of the best rate from 3 p.m. to 6 p.m. on the checkout day; and
 - (3) 100% of the best rate after 6 p.m. on the checkout day.

[Observance of User Regulations]

Article 13.

Guests must follow the User Regulations established by and posted in the Hotel.

[Payment of Accommodation Charges]

Article 14.

- 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 in Japanese currency

- or by an alternative method approved by the Hotel, such as traveler's checks, coupons, or credit cards recognized by the Hotel, at the front desk at the time of 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 them by the Hotel which are at their disposal.

[Liabilities of the Hotel]

Article 15.

- 1. The Hotel shall compensate the Guest for damages if the Hotel has caused such damages to the Guest in the fulfillment or the non-fulfillment of the Accommodation Contract and 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 Hotel Liability Insurance in order to deal with unexpected fires and other disasters.

[When Unable to Provide Contracted Rooms]

Article 16.

- 1. The Hotel shall, when unable to provide contracted rooms, arrange accommodation of the same standard elsewhere for the Guest, insofar as practical, with the consent of the Guest.
- 2. When arrangement of 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]

Article 17.

- 1. The Hotel shall compensate the Guest for damages 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 where this has occurred due to circumstances beyond the control of the Hotel. However, for cash and valuables, when the Hotel has requested the Guest to report its kind and value but the Guest has failed to do so, the Hotel shall compensate the Guest within the limits of 300,000 Japanese Yen.
- 2. The Hotel shall compensate the Guest for damages when loss, breakage, or other damage is caused, through intention or negligence on the part of the Hotel, to the goods, cash, or valuables which are brought into the premises of the Hotel by the Guest but are not deposited at the front desk. However, for articles the kind and value of which have not been reported in advance by the Guest, the Hotel shall compensate the Guest within the limits of 300,000 Japanese Yen.

[Custody of Baggage and Belongings of the Guest] Article 18.

- 1. When the baggage of the Guest is brought into the Hotel before his arrival, the Hotel shall be liable to keep it only in the case where 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 check-in.
- 2. When baggage or belongings of the Guest are found left behind at the Hotel after their check-out, the Hotel will not contact the owner thereof. If the owner does not contact us or cannot be identified, the Hotel will keep the property for seven days including the date of discovery, and then report it 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 shall be assumed in accordance with the provisions of Paragraph 1 of the preceding Article in the case of Paragraph 1, and with the provisions of Paragraph 2 of the same Article in the case of Paragraph 2.

[Liability in Regard to Parking]

Article 19.

If a Guest uses a parking lot contracted by the Hotel, regardless of whether or not they deposit the key to their vehicle, it shall only mean that the Hotel rents them a space, and the Hotel shall not be responsible for the management of the vehicle. However, if any damage is caused by intention or negligence of the Hotel in the management of the parking lot, the Hotel shall be liable for compensation therefor.

[Liability of the Guest]

Article 20.

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

[Language]

Article 21.

These Terms and Conditions are prepared in Japanese and English, and in all cases where there is any discrepancy between the Japanese and English versions, the Japanese version shall prevail.

Attached Table No. 1

Contents of Accommodation Charges, etc.

		Contents	
Total amount to be paid by the Guest	Accommodation Charges	(1) Basic accommodation charge (room charge or room charge + meals) (2) Service charge [(1) * 15%]	
	Extra Charges	(3) Meals, drinks, and other expenses besides (1) (4) Service charge [(3) * 15%]	
	Tax	(5) Consumption tax	(6) Accommodation tax

Supplement: Accommodation for children aged 12 or younger sharing a bed with their parent(s) or guardian(s) is free of charge (up to one child per paying Guest). No additional fee is charged therefor.

Attached Table No. 2 Cancellation Charge

	Contracted Number of Rooms	
Date of Notification of Cancellation of Contract	1 to 9	10 or more
No Show	100%	100%
Accommodation day	100%	100%
1 day prior to accommodation day	100% after 6 p.m.	100%
3 days prior to accommodation day	_	100%
7 days prior to accommodation day	_	80%
14 days prior to accommodation day	_	80%
30 days prior to accommodation day	-	50%
60 days prior to accommodation day		20%

Type of Cancelled Reservation	Basic room charge (including service charge, taxes excluded)
Consecutive stay	A cancellation fee based on the first night's rate is charged
[Cancellation for all nights]	for all cancelled nights
Consecutive stay	A cancellation fee based on the above rate is charged
[Cancellation for some nights]	for each cancelled night
	A cancellation fee based on the above rate is charged
Cancellation of some guests	for each cancelled Guest

Remarks:

- 1. The percentage signifies the rate of cancellation charge to the Basic Accommodation Charges.
- 2. If the Hotel and a Guest make an individual contract including a group reservation, the terms of such contract shall govern.

User Regulations

THE OSAKA STATION HOTEL, Autograph Collection ("the Hotel") has established the User Regulations to ensure the safe and comfortable use of the Hotel by its guests based on Article 13 of the Terms and Conditions for Accommodation Contracts, as follows:

If you fail to observe these Regulations, the Hotel may have to decline your stay at and use of facilities of the Hotel, and request you to pay for the damages incurred by the Hotel.

1. About Use of Guest Rooms

- 1) Please check the emergency evacuation routes from your room shown on the back of the room door.
- 2) Keep the door locked and latched while you are in the room, particularly while sleeping.
- 3) If there is a knock at the door, open the door without releasing the latch or check through the peephole. When you have a suspicious visitor, contact the front desk without opening the door.
- 4) Please refrain from smoking in guest rooms.
- 5) Refrain from any other acts that may cause a fire.
- 6) Do not use fire for heating, cooking, etc. in guest rooms.
- 7) Do not use guest rooms for purposes other than staying overnight, such as business activities (exhibitions, etc.), without permission of the Hotel.
- 8) Do not move fittings, make alterations to or renovations of the interior, or otherwise significantly change the present condition, of guest rooms without permission of the Hotel.
- 9) Do not put items by the window if they are likely to be an eyesore on the Hotel's appearance.
- 10) After 10 p.m., meet your visitors in the lobby.
- 11) The Hotel will not provide accommodation for any person not registered as a guest.

2. About Room Keys

- 1) Make sure that the door is locked and take the key with you when going out. (All guest room doors of the Hotel lock automatically.)
- 2) When using restaurants, the bar, etc. in the Hotel by signature, please present your room key.

3. About Payment

- 1) Please pay the bill at the front desk when you check out. Please note that you may be requested to pay during your stay at the discretion of the Hotel.
- 2) The Hotel may request a deposit when you check in. Thank you for your understanding.
- 3) Payment by the Hotel for your shopping, tickets, taxis, postage stamps, shipping charges for baggage, etc., on your behalf requires an advance deposit.
- 4) A service charge is added for each outside call from guest rooms.
- 5) We decline to accept tips as we add a 15% service charge to the bill in addition to the statutory tax.
- 6) We will not accept payment by checks other than traveler's checks or exchange money.

4. About Valuables and Deposited Articles

- 1) For safekeeping of cash, securities, and other valuables during your stay, please use the safe-deposit box (free of charge) provided at the front desk. Please note that the Hotel is not responsible for loss or theft of any articles not deposited in the safe deposit box. We do not keep artwork, antiques, or similar articles.
- 2) Lost-and-found articles are kept in the Hotel for a certain period, and then handled in accordance with the Lost Property Act.
- 3) If the guest does not contact us within the prescribed period (one month), articles kept in the Hotel for guests are handled as items not intended to be collected.



- 5. The following articles or conduct that may disturb other guests are not allowed in the Hotel. Guests who have lost, damaged, or contaminated a building or other structures, equipment, or other articles due to reasons other than a force majeure event may be requested to pay an equivalent amount in compensation.
 - 1) Animals and birds without permission of the Hotel;
 - 2) Gunpowder, volatile oil, and other ignitable or flammable materials;
 - 3) Bad-smelling objects;
 - 4) Pistols, swords, stimulant drugs, and the like, the possession of which is prohibited by law;
 - 5) Ordering delivery of food or beverages from outside restaurants;
 - 6) Gambling and acts that may corrupt public morals or disturb other guests;
 - 7) Going out of guest rooms in yukata, bathrobe, pajamas, or slippers except when using the GYM or OFURO area;
 - 8) Distribution of advertising materials, sale of goods, solicitation, or similar activities;
 - 9) Use of pictures taken in the Hotel for business purposes without permission of the Hotel; and
- 10) Entering facilities not intended for Guests such as emergency stairs, the roof, or the machine room, except in emergency or unavoidable circumstances.
- 6. About Organized Crime Groups and Their Members, and Cases Where There Is a Risk of Violating Public Order
 - 1) Designated Organized Crime Groups, Designated Organized Crime Group Members, and the like as defined in the Act on Prevention of Unjust Acts by Organized Crime Group Members (effective from March 1, 1992) are not allowed to use the Hotel. (If such fact is discovered after making a reservation or during use of the Hotel, they will be immediately refused use of the Hotel.)
 - 2) Antisocial forces (organized crime groups, extremist groups, and the like) and their members are not allowed to use the Hotel. (If such fact is discovered after making a reservation or during use of the Hotel, they will be immediately refused use of the Hotel.)
 - 3) Guests who are recognized to have committed violence or extortion, made threats or coercive unreasonable demands, or have engaged in similar acts, are immediately refused use of the Hotel. Those who have engaged in similar acts in the past are also not allowed to use the Hotel.
 - 4) Guests who are recognized to have difficulty ensuring their own safety due to a cause such as a loss of self from diminished capacity, drugs, or alcohol consumption, or to be likely to cause danger, fear, or anxiety to other guests will be immediately refused use of the Hotel.
 - 5) Guests who have acted in a noisy manner such as shouting or singing loudly, or otherwise and thereby caused disgust or a nuisance to others in the Hotel, or have engaged in gambling or an act contrary to public policy will be immediately refused use of the Hotel. Guests who have engaged in other acts similar to any of the above will be refused use of the Hotel.