

## Terms and Conditions of THE MILLENNIALS KYOTO

### Article 1 (Scope of Application)

1. The Accommodation Contract and related contracts to be concluded between our Hotel and the Guest shall be based on this Contract under the following terms and conditions of our Contract. Any matter not stipulated in this Contract shall be governed by ordinance and generally established practice.
2. When our Hotel has agreed to conclude a Special Contract without conflicting with ordinance and established practice, the Special Contract shall prevail.

### Article 2 (Application for an Accommodation Contract)

1. The Guest who intends to apply to our Hotel for an Accommodation Contract will be required to provide our Hotel with the following particulars:
  - (1) Name, address, telephone number, sex, nationality, place of employment, and occupation of the Guest
  - (2) Date(s) scheduled for overnight stay and estimated time of arrival.
  - (3) Other information considered necessary by our Hotel.
2. In the case that the Guest has requested, during his/her stay, an extension of an overnight stay beyond the date described in the preceding Paragraph (2) above, our Hotel shall handle his/her request as a new application for an Accommodation Contract which has been made at the point when the request has been made.

### Article 3 (Conclusion, etc. of the Accommodation Contract)

1. The Accommodation Contract shall be considered to have been concluded at the point when our Hotel has accepted the application described in the preceding Article, unless our Hotel has certified that our Hotel has not accepted the application.
2. When the Accommodation Contract has been concluded under the provisions of the preceding Paragraph, the Application Money payable for the period scheduled for overnight stay as prescribed by our Hotel shall be paid by the date set by us.
3. The Application Money shall first be applied to the final payment of the Accommodation Charge payable, and when the circumstances requiring application of the provisions of Article 6 and Article 17 have arisen, to penalty and then to compensation money in this order. If there is any balance left, it will be calculated at the front desk at the point when the Guest departs from our Hotel.
4. In the case that the Application Money described in Paragraph 2 of this Article has not been paid by the date set by us as stipulated in the same Paragraph, the Accommodation Contract shall become invalid, but limited only to the case where our Hotel has notified the Guest to that effect when designating the due day for payment of the Application Money.

### Article 4 (Special Contract Requiring Non-Payment of the Application Money)

1. Notwithstanding the provisions of the preceding Article, Paragraph 2, there are cases where our Hotel accept a Special Contract which does not require payment of the Application Money specified in the same Paragraph after the conclusion of the Contract.
2. When accepting an application for an Accommodation Contract, in the case that our Hotel fails to request payment of the Application Money specified in the preceding Article, Paragraph 2, and/or in the case that it fails to prescribe the due date for payment of the Application Money, the Special Contract described in the preceding Paragraph shall be considered to have been accepted.

### Article 5 (Deposit)

1. Our Hotel may collect a deposit from the Guest depending on the length of the stay.
2. The Guest shall pay the deposit stipulated by our Hotel by the date designated by our Hotel.
3. Any deposit deposited by the Guest will be refunded in full after check-out unless otherwise specified. However, our

Hotel shall refund the amount of the deposit after deducting damages in the event the Guest has any outstanding payment or in the event of any damage or negligence of the Guest in the guest room.

#### Article 6 (Refusal of the Conclusion of the Accommodation Contract)

1. Our Hotel may refuse to accept the conclusion of an Accommodation Contract under any of the following circumstances:
  - (1) When application for accommodation is not based on this Contract.
  - (2) When there is no room available due to full occupancy.
  - (3) When the Guest seeking accommodation is considered likely to behave in violation of the provisions of the ordinance, public order or good public morals.
  - (4) When the Guest seeking accommodation is a designated organized crime group or a member of a designated organized crime group prescribed in the "Act on Prevention of Unjust Acts by Organized Crime Group Member" (Effective March 1, 1992) (hereinafter referred to as "Organized Crime Group" and "Organized Crime Group Member") or a person related thereto or another anti-social force.
  - (5) When the Guest seeking accommodation is a corporation or other organization whose business activities are controlled by an Organized Crime Group or an Organized Crime Group Member.
  - (6) When the Guest seeking accommodation is a corporation having an officer who is an Organized Crime Group Member.
  - (7) When the Guest seeking accommodation behaves extremely in a mischievous way against other hotel guests.
  - (8) When the Guest seeking accommodation is deemed to have engaged in acts of violence, intimidation or extortion, have made intimidating and undue demands or demands that impose an unreasonable burden, or have engaged in acts analogous thereto against our Hotel and/or our Hotel staff (employees).
  - (9) When the Guest seeking accommodation is clearly considered to be a patient with an infectious disease.
  - (10) When the Guest seeking accommodation demands any service burden beyond reasonable purview.
  - (11) When act of God, trouble with facilities, and other unavoidable causes prevent the Guest seeking accommodation from staying at our Hotel.
  - (12) When the Guest seeking accommodation could cause annoyance to other guest as a result of being intoxicated, etc.
  - (13) When the behavior of the Guest seeking accommodation otherwise causes other guests significant annoyance (in accordance with the provisions of the Tokyo Metropolitan Government ordinance).

#### Article 7 (The Guest's Right to Cancel the Contract)

1. The Guest may request our Hotel to cancel the Accommodation Contract.
2. In the case that the Guest has cancelled the Accommodation Contract in whole or in part due to causes attributable to him/her (which is the case when our Hotel has requested payment of the Application Money by prescribing the due date for such payment under the provision of Article 3, Paragraph 2, except in the case when the Guest has cancelled the Accommodation Contract prior to such payment), payment of penalty shall be required as specified in the attached Schedule II, but in the case that our Hotel has accepted a Special Contract described in Article 4, Paragraph 1, this shall be applied only to the case where our Hotel has notified the Guest of his/her responsibility to pay a penalty for cancellation of the Contract when accepting the Special Contract.
3. In the case that the Guest does not arrive by 11 p.m. on the day of an overnight stay with or without cause, the Accommodation Contract concerned may be considered to have been cancelled by the Guest and will be handled accordingly.

#### Article 8 (The Right of Our Hotel to Cancel the Contract)

1. Our Hotel may cancel the Accommodation Contract under any of the following circumstances:
  - (1) When the Guest is considered likely to behave in violation of the provisions of the ordinance, public order or good public morals, or he/she is considered to have behaved in such a manner.

- (2) When the Guest seeking accommodation is clearly considered to be a patient with an infectious disease.
  - (3) When act of God, trouble with facilities, and other unavoidable causes prevent the Guest seeking accommodation from staying at our Hotel.
  - (4) When the Guest seeking accommodation could cause annoyance to other guest as a result of being intoxicated, etc., or when the behavior of the Guest seeking accommodation otherwise causes other guests significant annoyance (in accordance with the provisions of the Tokyo Metropolitan Government ordinance).
  - (5) When the Guest seeking accommodation is a designated organized crime group or a member of a designated organized crime group prescribed in the "Act on Prevention of Unjust Acts by Organized Crime Group Member" (Effective March 1, 1992) (hereinafter referred to as "Organized Crime Group" and "Organized Crime Group Member") or a person related thereto or another anti-social force.
  - (6) When the Guest seeking accommodation is a corporation or other organization whose business activities are controlled by an Organized Crime Group or an Organized Crime Group Member.
  - (7) When the Guest seeking accommodation is a corporation having an officer who is an Organized Crime Group Member.
  - (8) When the Guest seeking accommodation behaves extremely in a mischievous way against other hotel guests.
  - (9) When the Guest seeking accommodation is deemed to have engaged in acts of violence, intimidation or extortion, have made intimidating and undue demands or demands that impose an unreasonable burden, or have engaged in acts analogous thereto against our Hotel and/or our Hotel staff (employees).
  - (10) When the Guest seeking accommodation does not comply the prohibited matters prescribed in the Rules of Use of our Hotel.
  - (11) When the Guest smokes in bed or vandalizes fire protection facilities, or does not comply with the matters prohibited by the Rules of Use prescribed by our Hotel.
2. In cases where our Hotel has cancelled the Accommodation Contract in accordance with the provisions of the preceding Paragraph, charges for accommodation service, etc. which have not yet been offered to the Guest shall not be receivable.

#### Article 9 (Registration of Accommodation)

1. The Guest will be required to register the following particulars at the front desk of our Hotel
  - (1) Name, age, sex, address and occupation of the Guest.
  - (2) Nationality, passport number, place entered and date entered, in the case of a foreign guest.
  - (3) Scheduled date and time of departure.
  - (4) Other particulars considered necessary by our Hotel.
2. In the case that the Guest intends to pay the charges described in Article 12 by using such means in place of currency as traveler's checks, accommodation coupons, credit card, etc., he/she will be required to show them at the time of registration described in the preceding Paragraph.

#### Article 10 (Time Allowed for Use of the Guest room)

1. The time allowed for the Guest to use the guest room of our Hotel shall be from 15 pm till 10 am of the following morning, except when the Guest stays for more than one night in succession, in which case the Guest may use the guest room all day except the day of arrival and the day of departure.

#### Article 11 (Compliance of the Rules of Use of the Hotel)

1. While staying in our Hotel, the Guest will be required to comply with the Rules of Use posted inside our Hotel as prescribed by our Hotel.

#### Article 12 (Front Desk Business Hours)

1. The business hours of our Hotel front desk shall be as follows:
  - (1) Front desk business hours... 06:00 to 02:00 the following day.

2. Please note that our Hotel does not provide services, including rental services, outside the above business hours.

#### Article 13 (Meeting with Non-Hotel guests)

1. Only Guests are permitted to enter guest rooms in our Hotel.
2. Meetings with Non-Hotel guests shall be restricted to the front lobby.

#### Article 14 (Check-in and Check-Out Times)

1. The Hotel's check-in and check-out times shall be as follows:
  - (1) Check-in... 15:00 to 24:00
  - (2) Check-out... 11:00
2. Check-out after 11:00 will incur the following additional charges  
1,500 yen per hour (included tax)  
\*Please note that late check-out may not be available depending on the vacancy situation.

#### Article 15 (Payment of Charges)

1. The breakdown of the accommodation charge, etc. payable by the Guest shall be as listed in the attached Schedule I.
2. Any balance left after the Application Money set forth in Article 3 has been applied to the Accommodation Charge referred to in the preceding Paragraph should be paid in currency or by other alternative means acceptable by our Hotel at the front desk at the point when the Guest departs from our Hotel or upon request of our Hotel.
3. In the case that the Guest has not stayed at our Hotel at his/her discretion even after we have offered the guest room to the Guest and made it available for him/her to use, the Accommodation Charge will still be charged.

#### Article 16 (Responsibility of Our Hotel)

1. In the case that our Hotel has inflicted damage on the Guest in the course of fulfilling the Accommodation Contract and related Contracts or by our non-performance of these Contracts, our Hotel shall compensate for said damage, unless the damage has been caused due to reasons not attributable to our Hotel.
2. Our Hotel is covered by the Hotel liability insurance to cope with emergencies in the case of fire, etc.

#### Article 17 (Handling In Case the Guest Room Contracted Is Not Available)

1. Should the guest room contracted for the Guest under the Accommodation Contract become unavailable for him/her, our Hotel shall try to offer other accommodation facilities under the same conditions as the original Accommodation Contract as far as possible, subject to the consent of the Guest concerned.
2. Notwithstanding the provisions of the preceding Paragraph, should our Hotel be unable to offer other accommodation facilities to the Guest, our Hotel shall pay to him/her a compensation charge equivalent to the penalty, which will be applied to the amount of the compensable damage. However, in cases where there is no reason attributable to our Hotel for not being able to offer the guest room, our Hotel shall not pay the compensation charge.

#### Article 18 (Handling of Keys)

1. Loss of the Hotel's guest room key will incur an additional charge of 35,000 yen (incl. tax).

#### Article 19 (Smoking)

1. Smoking is prohibited inside our Hotel building. The Guest confirmed to have violated this rule will incur an additional charge of 25,000 yen (incl. tax).

#### Article 20 (Handling of Deposited Articles, etc.)

1. Our Hotel does not accept the deposit of articles by guests. The Guest is asked to manage his/her valuables on his/her own responsibility.

2. Our Hotel shall compensate the Guest for damages for any loss or damage of the articles, cash or valuables brought into a guest room by the Guest arising out of the intentional acts or negligence of our Hotel. 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 50,000 yen except in the case of the intentional acts or gross negligence of our Hotel .

#### Article 21 (Custody of the Baggage or Personal Belongings of the Guest)

1. When the baggage of the Guest has arrived at our Hotel prior to his/her arrival, our Hotel will keep it subject to our agreement given prior to its arrival, and will hand it over to the Guest at the time when he/she checks in at the front desk.
2. In the case that the baggage or personal belongings of the Guest are found misplaced after he/she has checked out, our Hotel shall ask the owner of such items for his/her instructions when the owner has been identified. However, when there are no instructions from the owner or the owner has not been identified, our Hotel shall keep them for seven (7) days including the day when they have been found, and shall deliver them to a police station near our Hotel after a lapse of seven (7) days and the other items for which the owner is identified for a period of thirty (30) days after which said items will be disposed of. However, the Hotel will hold food products only for a reasonable period during which quality can be preserved after which said food products will be disposed of at the discretion of our Hotel.
3. The responsibility of our Hotel regarding the custody of the Guest's baggage or personal belongings in the case of the preceding two Paragraphs shall conform to the provisions of the preceding Article, Paragraph 1 in the case of Paragraph 1 of this Article and to the provisions of the preceding Article, Paragraph 2 in the case of the preceding Paragraph.

#### Article 22. (Liability of the Guest)

1. The Guest shall be liable to compensate our Hotel for any damage suffered by our Hotel arising out of the intentional acts or negligence of the Guest.

#### Article 23 (Disclaimers)

1. Our Hotel assumes no liability for damages resulting from the loss or destruction of, or damage to the articles of the Guest occurring within the common areas of the Hotel.
2. Our Hotel assumes no liability for any trouble between the Guest and our Hotel guest or any damage and the like caused by other guests and users of the Hotel.
3. Please be aware that the Guest is liable for any use of computer communication services from within our Hotel. Our Hotel cannot be held liable for any possible damage that may be caused by a system failure or any other reasons while the computer communication services are being in used. In addition, the Guest may be required to compensate our Hotel and third parties for any possible damage caused by acts that our Hotel judges to be an inappropriate use of our computer communication systems.

#### Article 24 (Jurisdiction and Governing Law)

1. Any and all disputes arising in connection with this Contract shall be governed by the laws of Japan and shall be settled in the court in Japan with jurisdiction over the place in which our Hotel is located.

Table. Cancellation Charge (Ref. Paragraph 2 of Article 7)

Cancellation charges shall be calculated from the reserved accommodation charges as follows:

For bookings of less than 5 guest rooms

	Cancellation Charge
Cancellation on the accommodation day, or no-show	100% of the accommodation charge

For bookings of 5 or more guest rooms

	Cancellation Charge
Cancellation from 14 days prior to the accommodation day to the accommodation day, or no-show	100% of the accommodation charges

For bookings of 10 or more guest rooms

	Cancellation Charge
Cancellation from the time of reservation to the accommodation day, or no-show	100% of the accommodation charges

1. The percentage figure indicates the proportion of the of the cancellation charge to the total amount of the accommodation charges.
2. When the length of a stay has been shortened, then the cancellation charges indicated above shall be applied for the number of days shortened regardless of the total number of days shortened.
3. When the applicable accommodation charges have been revised as a result of the length of a stay having been shortened during the term of the accommodation contract, then the revised charges shall be applied retroactively from the first day of the accommodation contract and the Guest will be charged the difference.
4. If separate cancellation charges have been indicated by the accommodation reservation website or for a particular accommodation plan, etc., then those charges shall be applied preferentially.