



CENTNOVUM KYOTO

ホテルセントノム京都

TERMS AND CONDITIONS FOR ACCOMMODATION CONTRACT

Scope of Application

- Article 1**
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, 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)
 - (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 sub-paragraph (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, 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.
 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 (3 days when the period of stay exceeds 3 days) by the Hotel.
 3. The deposit shall be first used for the Accommodation Charges to be paid by the Guest, then second for the cancellation charges under Article 6 and third for the reparations under Article 18 as applicable, and the remainder, if any, shall be refunded at the time of the payment of the Accommodation Charges as stated in Article 12.
 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.

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 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**
- The Hotel shall have the right not to accept the application for an Accommodation Contract under any of the following cases:
- a. When the application for accommodation does not conform with the provisions of these Terms and Conditions.
 - b. When the Hotel is fully booked and no room is available.
 - c. When the Guest seeking accommodation is deemed liable to conduct himself in a manner that will contravene the laws or act against the public order or good morals in regard to his accommodation.
 - d. When the guest seeking accommodation can be clearly detected as carrying an infectious disease.
 - e. When the Hotel is requested to assume an unreasonable burden in regard to his accommodation.
 - f. When the Hotel is unable to provide accommodation due to natural calamities, dysfunction of the facilities and/or other unavoidable causes.
 - g. When the Guest seeking accommodation, owing to heavy intoxication or other reasons, is liable to cause annoyance to other guests and/or, in fact, conducts himself in a disorderly manner and disturbs or annoys other guest(s). (The Kyoto Prefecture Ordinance)

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 prescribed in Paragraph 2 of Article 3 or where 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 10 p.m. of 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.

Right to Cancel Accommodation Contracts by the Hotel

- Article 7**
1. The Hotel may cancel the Accommodation Contract under any of the following cases:
 - a. 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 in regard to his/her accommodation;
 - b. When the guest can be clearly detected as carrying an infectious disease;
 - c. When the Hotel is requested to assume an unreasonable burden in regard to his accommodation;
 - d. When the Hotel is unable to provide accommodation due to natural calamities and/or other causes of force majeure;
 - e. When the Guest 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;
 - f. When the Guest does not observe the rules prohibiting certain actions specified under the Use Regulations stipulated by the Hotel (restricted to prohibitions deemed necessary in order to prevent fires), such as smoking in bed, or mischievous use of the fire-fighting equipment.
 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 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 to Japan;
 - (3) Date and estimated time of departure; and
 - (4) Other particulars deemed necessary by the Hotel.
 2. In the case where the Guest intends to pay his Accommodation Charges prescribed in Article 12 by any means other than cash in Japanese currency, such as traveler's cheques, coupons or credit cards, such means of payment shall be shown in advance at the time of the registration as prescribed in Article 12.

Occupancy Hours of Guest Rooms

- Article 9**
1. The Guest is entitled occupy the contracted guest room of the Hotel from 3 p.m. on the day of registration until 11 a.m. on the day of departure: 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.
 2. In this case, extra charges shall be paid as follows.
 - (1) Up to 3 hours: 30% of the room charge
 - (2) Up to 7 hours: 50% of the room charge
 - (3) More than 7 hours: 100% of the room charge

Observance of Use Regulations

- Article 10** The Guest shall observe the Use Regulations established by the Hotel, which are posted within the premises of the Hotel.



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Hours of Business

Article 11 1. The business hours of the hotel's main facilities (2) Restaurants and other services facilities

are shown below. The business hours of other facilities are shown in the furnished pamphlets, signs posted in various places, or the service directory provided in each guest room.

(1) Front desk, cashier, and other services:

- a. Curew: 1:00 A.M.
- b. Front desk: Open 24 hours
- c. Cashier: Open 24 hours

"Floral" Cafe/Restaurant (1st Floor)	
Breakfast	7:00 A.M. ~ 9:30 A.M.
Coffee bar	9:30 A.M. ~ 11:30 A.M.
Lunch	11:30 A.M. ~ 2:00 P.M.
Coffee and snacks	2:00 P.M. ~ 5:00 P.M.
Dinner	5:00 P.M. ~ 9:30 P.M. (Last order: 9:00 P.M.)

"Sansui" Japanese Restaurant (1st Floor)	
Lunch	11:30 A.M. ~ 2:30 P.M. (Last order 2:00 P.M.)
Dinner	5:00 P.M. ~ 10:00 P.M. (Last order 9:00 P.M.)

2. If absolutely necessary, the above hours may be temporarily changed. You will be informed of such changes when they occur.

Payment of Accommodation Charges

Article 12 1. The breakdown and method of calculation of the Accommodation Charges, etc., that the Guest shall pay, are as listed in the attached Table No.1.

2. Accommodation Charges, etc., as stated in the preceding Paragraph shall be paid at the Front Desk at the time of the Guests' departure or upon request by the Hotel in cash in Japanese currency, or by other means acceptable to the Hotel such as traveler's cheques, coupons or credit cards.

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 13 1. The Hotel shall compensate the Guest for any damage the Hotel has caused to the Guest in the fulfillment or the non-fulfillment 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 has general liability insurance to deal with fires or other emergencies.

Handing when unable to provide Contracted Rooms

Article 14 1. When unable to provide contracted rooms, the Hotel shall 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 any loss, breakage or other damage 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 force majeure. However, for cash and valuables, when the Hotel has requested the Guest to report the kind and value thereof but the Guest has failed to do so, the Hotel shall compensate the Guest up to the maximum of 150,000 yen.

2. The Hotel shall compensate the Guest for any loss, breakage or other damage caused, through intention or negligence on the part of the Hotel, to goods, cash or valuables which are brought into the premises of the Hotel by the Guest and not deposited at the front desk. However, for articles of which the kind and value have not been reported in advance by the Guest, the Hotel shall compensate the Guest up to the maximum of 150,000 yen.

Custody of Baggage and/or Belongings of the Guest

Article 16 1. When the baggage of the Guest is brought into the Hotel before his 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 check-in only if the Hotel has agreed to do so in advance.

2. When the baggage or belongings of the Guest are left behind after his/her check-out, if the ownership of such article(s) is confirmed, the Hotel shall inform the owner of such article(s) 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 7 days including the day it is found, and after this period, the Hotel shall turn it over 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 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 The Hotel shall not be liable for the custody of a vehicle of the Guest when the Guest utilizes the parking lot of the Hotel, whether the key of the vehicle has been deposited to the Hotel or not as the Hotel merely offers the space for parking. However, the Hotel shall compensate the Guest for any damage caused through intention or negligence on the part of the Hotel in regard to the management of the parking lot.

Responsibilities of Hotel Guests

Article 18 If a hotel guest damages the hotel either intentionally or by negligence, the guest shall make compensation to the hotel for that damage.

Attached Table No.1

Appendix 1 Method of Calculating Hotel Charge and Other Fees
(Regarding Article 2, par. 1; Article 3, Par.2; and Article 12, Par. 1)

		Breakdown	Calculation of consumption tax
Total amount to be paid by hotel guest	Hotel charges (1)	(1) Basic hotel charge (room charge)	[(1)+(2)]×8%
		(2) Service charge [(1) × 10%]	
		(3) Consumption tax	
Additional fees (2)		(4) Food and other charges	[(4)+(5)]×8%
		(5) Service charge [(4) × 10%]	
		(6) Consumption tax	

Remarks

If the tax law is revised, the revised provisions shall be applied.

Attached Table No.2

Appendix 2 Penalties
(Regarding Article 6, par. 2)

		Day notification of contract cancellation was received				
		No notification	Date of lodging	One day prior	9 days prior	20 days prior
General	Up to 14 persons	100%	80%	20%		
Group	15 or more persons	100%	100%	80%	20%	10%

NOTE

1. Penalties are expressed as percentages of the basic hotel charge.
2. If the length of the lodging contract is shortened, a one-day (initial day) penalty shall be applied regardless of the number of days the contract has been shortened by.
3. If a portion of a group (15 or more persons) should cancel the contract, no penalty will be applied up to 10% (fractions will be rounded up to the nearest whole number) of the number of lodgers as of 10 days prior to the date of lodging (or on the day the contract application is received if it is less than 10 days prior to the date of lodging).