# Accommodation Contract SLEEK URBAN HOTEL MIYAZAKI

# Article 1 (Scope of Application)

- 1. Accommodation contracts and related agreements concluded between SLEEK URBAN HOTEL MIYAZAKI (hereinafter referred to as the "Hotel") and guests shall be governed by these Terms and Conditions. Any matters not provided for in these Terms and Conditions shall be governed by laws and regulations (meaning laws and regulations or those based on laws and regulations; the same applies hereinafter) or generally accepted practices.
- 2. In the event that the Hotel enters into a special contract within the scope of laws and regulations and practice, that special contract shall take precedence over these Terms and Conditions.

# Article 2 (Application for Accommodation Contract)

- 1. Anyone wishing to apply for an accommodation contract with the Hotel must provide the Hotel with the following particulars:
  - (1) Name of guest
  - (2) Date of stay and estimated time of arrival
  - (3) Accommodation fee (in principle, based on the Basic Accommodation Fee set forth in Separate Order No. 1)
  - (4) Other information deemed necessary by the Hotel
- 2. If a guest requests, during their stay, to extend their stay beyond the date specified in paragraph (2) of the preceding paragraph, the Hotel will consider that a new Accommodation Contract has been applied for at the time of such application.
- 3. Personal information obtained by the Hotel will be handled in accordance with the Privacy Policy.

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

- 1. An Accommodation Contract will be deemed to have been established when the Hotel accepts the application set forth in the preceding Article. However, this does not apply if the Hotel proves that it did not accept the application.
- 2. When an Accommodation Contract is established, the Hotel will require payment of an application fee, set forth by the Hotel, up to the equivalent of three days' accommodation if the stay period exceeds three days, by the date specified by the Hotel.
- 3. If the application fee set forth in the preceding paragraph is not paid, the Hotel may invalidate the conclusion of the accommodation contract. This shall only apply if the Applicant fails to pay the application fee by the due date despite the Hotel's notice of the due date.
- 4. The application fee shall first be applied to the final accommodation fee to be paid by the Guest. In the event that a situation arises in which the provisions of Articles 6 and 18 apply, the application fee shall be applied, in this order, to penalty charges, followed by compensation. The

remaining balance, if any, shall be refunded at the time of payment of the accommodation fee pursuant to the provisions of Article 13.

# Article 4 (Conclusion of Special Contracts)

- 1. Notwithstanding the provisions of Paragraph 2 of the preceding Article, the Hotel may enter into a special contract which does not require payment of the application fee set forth in the same paragraph after the contract is concluded.
- 2. If the Hotel accepts an application for a special contract, the contract shall be deemed to be conditional on payment of the application fee, unless the Hotel explicitly states that it does not require payment of the application fee set forth in Paragraph 2 of the preceding Article.

# Article 4-2 (Request for Cooperation in Infection Prevention Measures at Facilities) The Hotel may request guests' cooperation pursuant to Article 4-2, Paragraph 1 of the Inns and Hotels Act (Act No. 138 of 1948).

#### Article 5 (Refusal to Enter into an Accommodation Contract)

The Hotel may refuse to enter into an accommodation contract in 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 Inns and Hotels Act.

- (1) When the application for accommodation does not comply with these Terms and Conditions
- (2) When there are no rooms available
- (3) When the Hotel determines that the Guest seeking accommodation is likely to engage in any of the following conduct in relation to their stay:
  - a. Conduct that violates laws and regulations or public order and morals.
  - b. Behavior that causes significant inconvenience to other guests.
- (4) When the Hotel determines that the Guest seeking accommodation falls under any of the following items (a) to (c):
  - a. An organized crime group as defined in Article 2, Paragraph 2 of the Act on Prevention of Unjust Acts by Organized Crime Members (Act No. 77 of 1991) (hereinafter referred to as an "organized crime group"), an organized crime member as defined in Article 2, Paragraph 6 of the same Act (hereinafter referred to as an "organized crime member"), a person related to an organized crime group, or other anti-social forces.
  - b. When the Hotel is a corporation or other organization whose business activities are controlled by an organized crime group or an organized crime member.
  - c. A corporation with an officer that falls under the category of an organized crime member.
- (5) When the Hotel determines that the Guest seeking accommodation is causing discomfort to other guests due to an extremely unhygienic body or clothing.
- (6) When the Guest seeking accommodation is a patient of a specific infectious disease as defined in Article 4-2, Paragraph 1, Item 2 of the Travel Agency Act (hereinafter referred to as the

- "Patient of a Specific Infectious Disease").
- (7) When the Guest engages in violent behavior in connection with the accommodation or is asked to assume an unreasonable burden.
- (8) When accommodation is impossible due to a natural disaster, facility malfunction, or other unavoidable reason.
- (9) For any other reason the Hotel deems it inappropriate to provide accommodation.

# Article 6 (Right to Cancel Accommodation Contract)

- 1. The Guest may cancel the Accommodation Contract by notifying the Hotel.
- 2. If the Contract is terminated for the Guest's convenience, the Hotel will charge a penalty as set forth in Separate Note 2. However, if the Hotel has requested payment of an application fee pursuant to Article 3, Paragraph 2 and the Guest cancels the contract before making such payment, the Hotel will not charge such penalty.
- 3. If the Guest does not arrive by 10:00 p.m. on the day of accommodation without prior notice (or by one hour thereafter if the Guest has specified an expected arrival time in advance), the Hotel may consider the accommodation contract to have been cancelled.

# Article 7 (Termination of Contract by the Hotel)

- 1. The Hotel may cancel the accommodation contract in 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 Inns and Hotels Act.
  - (1) If the Guest engages in any of the acts listed in Article 5, Paragraphs 3 to 7.
  - (2) When it is impossible to provide accommodation due to force majeure such as a natural disaster.
  - (3) When a guest smokes in an area other than the designated smoking area, intentionally damages fire protection equipment, or acts in a manner that violates the rules of use established by the Hotel.
- 2. If the Hotel cancels the Accommodation Contract pursuant to the provisions of the preceding paragraph, the guest will not be charged for any accommodation services that have not yet been provided. Furthermore, the Hotel shall not be liable for any damages incurred as a result of such cancellation.

# Article 7-2 (Explanation of Termination of Accommodation)

If the Hotel cancels the Accommodation Contract pursuant to the preceding Article, the guest may request an explanation from the Hotel for the reason.

# Article 8 (Accommodation Registration)

1. On the day of accommodation, the guest must register the following details at the Hotel reception.

- (1) Name, address, and contact information of the guest
- (2) Nationality and passport number, in the case of a foreigner not residing in Japan
- (3) Other details deemed necessary by the Hotel
- 2. Foreign guests not residing in Japan may be asked to present their passport and submit a copy.
- 3. Accommodation fees shall be settled at the time of the guest's departure or upon request by the hotel, in a manner specified by the hotel.

## Article 9 (Room Occupancy Hours)

- 1. Guests may occupy the hotel's guest rooms from 3:00 PM to 11:00 AM the following day. However, in the case of consecutive stays, the rooms may be used all day except on the days of arrival and departure.
- 2. The hotel may allow guests to use the rooms outside of the hours specified in the preceding paragraph. In such cases, an additional fee (including consumption tax) will be charged. The amount of the additional fee will be as stated on the website, in leaflets, etc. However, if the guest stays after the check-in time (3:00 PM) on the scheduled departure date, one night's accommodation fee will be charged. The same applies to use of the room before the check-out time (11:00 AM) on the day of arrival.
- 3. Even during the hours during which the guest may occupy the room pursuant to the preceding two paragraphs, the hotel may enter the guest room and take necessary measures when necessary for safety, hygiene management, or other hotel operational management purposes.
- 4. In the case of consecutive stays, the Hotel reserves the right to enter the guest room at least once a week to take safety, hygiene, and other measures necessary for the operation of the Hotel.

#### Article 10 (Guest Room Cleaning)

Guest rooms will be cleaned daily as a general rule, but in the interest of environmental conservation, the rooms of guests staying consecutive nights will be cleaned only after garbage collection and light cleaning (eco-cleaning). If a guest requests that room cleaning is not required, cleaning will not be performed. However, in accordance with laws, regulations, etc., the Hotel may clean rooms at any time if it deems it necessary.

# Article 11 (Observance of the Hotel Rules)

Guests must abide by the Hotel Rules established and posted by the Hotel while within the Hotel.

#### Article 12 (Business Hours)

- 1. The business hours of the Hotel's main facilities will be announced in the hotel brochures provided, on notices posted in various locations, and in the guest room service directory.
- 2. The business hours set forth in the preceding paragraph may be temporarily changed as necessary. In such cases, guests will be notified by appropriate means.

#### Article 13 (Payment of Charges)

- 1. The breakdown of the accommodation fees, etc. payable by guests shall be as set forth in Separate Note 1.
- 2. Payment of the accommodation fees, etc. set forth in the preceding paragraph shall be made by cash, a credit card approved by the Hotel, or an alternative method, at the time of departure or upon request by the Hotel, via online payment, or by a method designated by the Hotel.
- 3. Accommodation fees shall be charged even if the guest voluntarily does not stay in the room after the Hotel has provided it to them and made it available for use.

# Article 14 (Storage of Valuables)

The Hotel will not store guests' valuables. Guests are responsible for storing and managing their valuables themselves. The Hotel shall not be liable for loss, damage, or other damage to guests' valuables unless the Hotel is guilty of willful misconduct or gross negligence.

# Article 15 (Storage of Baggage or Personal Belongings)

- 1. As a general rule, the Hotel will not store guests' baggage before their stay, after check-out, or at any other time. However, the Hotel may store baggage, excluding cash, valuables, and electronic devices, only with the Hotel's prior consent.
- 2. The Hotel will compensate for loss, damage, etc. of baggage stored by the Hotel pursuant to the preceding paragraph only if the loss, damage, etc. is due to willful misconduct or gross negligence on the part of the Hotel. However, the amount of compensation shall be limited to the current market value of the baggage in question.
- 3. If a guest leaves baggage or personal belongings behind at the Hotel after check-out, the Hotel will await contact from the owner and ask for instructions. However, if there are no instructions from the owner or if the owner is unknown, the Hotel will store the item for seven days from the date of discovery, after which the item will be reported to the nearest police station. However, food, beverages, magazines, etc. will be disposed of on the same day.
- 4. If the owner contacts the Hotel to inquire about the item, the Hotel will store it for three months after check-out. However, if instructions for collection, delivery, or disposal are not given or implemented within three months of check-out, the Hotel will dispose of the item. Furthermore, if disposal costs are incurred, the Hotel may charge an amount equivalent to the amount paid by the Hotel.

#### Article 16 (Use of Parking Lot)

- 1. When a guest uses the Hotel's parking lot, the Hotel merely lends the parking space and is not responsible for the vehicle's management or for preventing damage by third parties.
- 2. The parking lot can be used from the guest's check-in time to the guest's check-out time.
- 3. The Hotel will not keep keys to parked vehicles. Please manage your keys yourself.

# Article 17 (Liability of the Hotel)

- 1. The Hotel shall compensate guests for damages caused to guests in the fulfillment or non-fulfillment of the Accommodation Contract or related agreements. However, this does not apply if the damages are not due to reasons attributable to the Hotel.
- 2. The Hotel has taken out hotel liability insurance to cover the unlikely event of a fire or other disaster.

## Article 18 (Liability of Guests)

- If the Hotel incurs expenses for cleaning or repairing guest rooms, lost sales opportunities, or other damages due to a guest's violation of these Terms and Conditions or the Usage Regulations, or due to other reasons attributable to the guest, the guest shall compensate the Hotel for such damages.
- 2. If a guest causes damage to another guest at the Hotel due to reasons attributable to that guest, and the Hotel has paid an amount equivalent to the amount of damages to the injured guest, the Hotel may seek reimbursement from the guest liable for damages for an amount equivalent to the amount paid by the Hotel.

# Article 19 (Handling When Contracted Rooms Unavailable)

- 1. If the Hotel is unable to provide a guest with a contracted room, the Hotel shall, with the guest's consent, arrange alternative accommodation under similar conditions wherever possible.
- 2. If the Hotel is unable to arrange alternative accommodation, notwithstanding the provisions of the preceding paragraph, the Hotel shall pay the guest a compensation fee equivalent to the penalty charges set forth in Separate Note 3, which shall be applied to the amount of damages. However, if the Hotel is not able to provide a room due to reasons not attributable to the Hotel, the Hotel shall not pay compensation.

# Article 20 (Interpretation of These Terms and Conditions by Language)

These Terms and Conditions are written in Japanese, English, and Chinese. In the event of any discrepancies between the languages, the Japanese version shall be the official version.

# Article 21 (Internet Communications)

- 1. Guests shall use the Hotel's internet services at their own risk. Services may be suspended or terminated without notice due to system failures or other reasons.
- 2. The Hotel shall not be liable for any damage suffered by guests while using the Internet services due to system failures or other reasons.
- 3. If the Hotel deems the guest's use of the Internet services inappropriate, and if such behavior is likely to cause or actually causes damage to the Hotel or a third party, the Hotel will request the guest to discontinue use of the service and require compensation for any damages incurred.

#### Article 22 (Customer Harassment)

If the Hotel confirms customer harassment, it may terminate the accommodation contract and take strict action, including contacting the police, other relevant authorities, and an attorney, and taking legal action.

- 1. Definition of Customer Harassment This refers to nuisance behavior by customers that goes beyond socially acceptable standards, such as abusive language, intimidating behavior, or unreasonable demands made by customers toward employees. The following are examples, but are not limited to: demands that are not deemed valid, or verbal or physical actions or behavior that deviate from socially acceptable standards as means or methods for fulfilling demands.
  - (1) Unreasonable or excessive demands for apologies
  - (2) Excessive or unreasonable demands
  - (3) Demands for excessive service that deviate from socially acceptable standards
  - (4) Physical attacks (assault, injury)
  - (5) Mental attacks (threats, slander, libel, insults, verbal abuse)
  - (6) Intimidating behavior
  - (7) Continuous, persistent behavior (complaints, lectures, persistent scolding, etc.)
  - (8) Restrictive behavior (restricting employees for long periods of time (loitering, phone calls, and other behavior that interferes with work))
  - (9) Discriminatory or insulting remarks about an employee's personality, appearance, nationality, gender, etc.
  - (10) Prying into an employee's private information, requesting contact information, or invading their private life
  - (11) Sexual remarks or behavior (sexual harassment)
  - (12) Personal attacks or demands against employees
  - (13) Audio or video recording without a valid reason or consent
  - (14) Requests for money or services based on false statements
  - (15) Demands that threaten unfair reviews using social media or review sites
  - (16) Defamation, provision, or dissemination of false information on social media or the internet
  - (17) Demands for product exchanges, monetary compensation, or apologies without a valid reason

# Article 23 (Amendments to These Terms and Conditions)

The Hotel may amend these Terms and Conditions at any time, provided such amendments do not violate applicable laws and regulations.

[Special Note 1]:Breakdown of Accommodation Fees, etc. (related to Article 2, Paragraph 1 and Article 13, Paragraph 1)

Breakdown of Accommodation Fees

Basic Accommodation Fee: Room charge and service charge

Additional Charges: Sauna usage fee, additional services, etc.

Tax: Consumption tax, etc.

Note 1) The basic accommodation fee is based on the price list posted in brochures, on the website, etc.

Note 2) In the event of a tax law revision, the revised regulations shall apply.

[Special Note 2] Penalty Charge Standards (related to Article 6, Paragraph 2)

Date of Notice of Contract Termination:

2 days prior to the date of stay: 30% of the accommodation fee

1 day before the date of stay: 50% of the accommodation fee

On the day of stay: 100% of the accommodation fee

Cancellation without notice: 100% of the accommodation fee

Note 1) The percentage indicates the ratio of the penalty charge to the basic accommodation fee.

Note 2) If the number of days in the contract is shortened, a penalty equivalent to one day's worth of the shortened period will be charged.

[Special Note No. 3] Compensation Fee (related to Article 19, Paragraph 2)

Notification of contract termination:

2 days prior to the date of stay: None

1 day prior to the date of stay: 50% of the accommodation fee

On the day of stay: 100% of the accommodation fee

Effective September 1, 2025