

Fairfield by Marriott Michi-no-Eki Hotels

Terms and Conditions for Accommodation Contracts

Article 1 [Scope of Application]

1. Accommodation Contracts and related agreements to be entered into between the Hotel and the Guest to be accommodated shall be subject to these Terms and Conditions. Any particulars not provided herein shall be governed by relevant laws and regulations and/or generally accepted practices.
2. In the case when the Hotel has entered into a special contract with the Guest insofar as such special contract does not violate laws and regulations and/or generally accepted practices, notwithstanding the preceding Paragraph, the special contract shall take precedence over the provisions of these Terms and Conditions.

Article 2 [Definitions]

1. "Hotel" means Fairfield by Marriott Michi-no-Eki Hotels.
2. "Guest" means the person who actually stays at the Hotel.
3. "Representative of Guests" means the person who has applied for accommodation at the Hotel on behalf of multiple Guests in the case when the multiple Guests apply for accommodation at the Hotel.
4. "Facility User" means the person who uses the facilities of the Hotel without staying overnight.

Article 3 [Application for Accommodation Contracts]

1. A Guest who intends to apply for an Accommodation Contract with the Hotel shall notify the Hotel of the following particulars:
 - (1) Name(s) of the Guest(s);
 - (2) Date(s) of accommodation and estimated time of arrival;
 - (3) Payment time and method of the accommodation charge (in principle, the Basic Accommodation Charge listed in the Attached Table No.1);
 - (4) Other particulars deemed necessary by the Hotel.

2. If the Guest requests to extend his/her accommodation beyond the date set forth in Item (2) of the preceding Paragraph during his/her stay, it shall be regarded as an application for a new Accommodation Contract at the time such request is made.

Article 4 [Conclusion of Accommodation Contracts, etc.]

1. An Accommodation Contract shall be deemed to have been concluded with the Guest when the Hotel has duly accepted the application as stipulated in the preceding Article.
2. When an Accommodation Contract has been concluded in accordance with the provisions of the preceding Paragraph, an accommodation deposit specified by the Hotel as the Basic Accommodation Charge for the period of the Guest's stay shall be paid by the date specified by the Hotel.
3. The accommodation deposit shall be first used for the Total Accommodation Charges to be paid by the Guest. However, if a situation arises in which the provisions of Article 7 or Article 17 apply, the accommodation deposit shall be secondly used for the cancellation charges under Article 7 and thirdly for the reparations under Article 17, 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 fails to pay the accommodation 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 due date for payment of the accommodation deposit is specified.

Article 5 [Special Contracts Requiring No Accommodation Deposit]

1. Notwithstanding the provisions of Paragraph 2 of the preceding Article, the Hotel may enter into a special contract requiring no accommodation deposit as stipulated in the same Paragraph after the Contract has been concluded.
2. When accepting an application for an Accommodation Contract, in the case that the Hotel does not request payment of the accommodation deposit as stipulated in Paragraph 2 of the preceding Article or in the case that the Hotel does not specify the due date of payment of the accommodation deposit, the special contract prescribed in the preceding Paragraph shall be considered to have been concluded.

Article 5-2 [Request for Cooperation with Infection Prevention Measures at the Facility]

The Hotel may request cooperation from guests and facility users in accordance with the provisions of Article 4-2, Paragraph 1 of the "Hotel Business Act (Act No. 138 of 1948)."

Article 6 [Refusal of Conclusion of Accommodation Contracts and Use of the Facilities]

1. The Hotel may refuse the conclusion of an Accommodation Contract and the use of the facilities in any of the following cases:

(1) When the application for accommodation does not conform to the provisions of these Terms and Conditions;

(2) When the Hotel is fully booked and no rooms are available;

(3) When it is recognized that the person seeking accommodation or the person who intends to use the facilities has committed or is likely to commit an act contrary to the provisions of laws and regulations (including any usage regulations separately specified by the Hotel), public order or good morals in regard to the accommodation or use of the facilities;

(4) When the person seeking accommodation or the person who intends to use the facilities is deemed to fall under any of the following Items a. to c.:

a. Organized crime groups prescribed in Item 2 of Article 2 of the Act on Prevention of Unjust Acts by Organized Crime Group Members (Act No. 77 of 1991) (hereinafter referred to as "Organized Crime Groups"), Organized Crime Group members prescribed in Item 6 of the same Article (hereinafter referred to as "Organized Crime Group Members"), Organized Crime Group quasi-members or Organized Crime Group related persons, or other antisocial forces;

b. Corporate entities and other organizations whose business activities are controlled by Organized Crime Groups or Organized Crime Group Members;

c. Corporate entities which have Organized Crime Group Members serving as officers;

(5) When it is recognized that the person seeking accommodation or the person who intends to use the facilities falls under any of the following Items a. to d., or has previously committed any similar act:

a. When the person seeking accommodation or the person who intends to use the facilities says or does something that causes or is likely to cause significant inconvenience to other Guests or Facility Users;

- b. When the person seeking accommodation or the person who intends to use the facilities is likely to cause inconvenience to other Guests or Facility Users due to drunkenness, etc.;
 - c. When it is recognized that any violent demands, threats, extortion, or intimidating unreasonable demands have been made against the accommodation facility or accommodation facility staff (employees). Or, when the person seeking accommodation or the person who intends to use the facilities demands to impose an unreasonable burden regarding accommodation and use of the facilities; (Excluding cases where the person seeking accommodation requests the removal of social barriers pursuant to Article 7, Paragraph 2, or Article 8, Paragraph 2 of the Act for Eliminating Discrimination against Persons with Disabilities (Act No. 65 of 2013).)
 - d. When any requests specified under Article 5-6 of the Regulations for Enforcement of the Hotel Business Act are made repeatedly to the Hotel, which may significantly impede the provision of accommodation services to other guests or services to facility users due to an excessive burden associated with their implementation.
- (6) When the person seeking accommodation or the person who intends to use the facilities falls under or is deemed likely to fall under the category of specified infectious disease patients as defined in Article 4-2, Paragraph 2 of the Hotel Business Act (hereinafter referred to as "specified infectious disease patient(s))."
- (7) When the Hotel is unable to provide accommodation or use of the facilities due to a natural disaster, breakdown of the facilities, or other unavoidable reasons;
- (8) When it falls under the grounds for refusal of accommodation as stipulated in the "Ordinance for Enforcement of the Hotel Business Act" enacted by each prefecture concerned based on "other grounds that the prefecture prescribes by ordinance" set forth in Item 3 of Article 5 of the Hotel Business Act.

2. Persons seeking accommodation may request an explanation from the Hotel if the Hotel refuses to enter into an Accommodation Contract based on the provisions of the preceding paragraph.

Article 7 [Right to Cancel Accommodation Contracts by the Guest]

1. The Guest may cancel the Accommodation Contract by notifying the Hotel.
2. In the event that the Guest has cancelled the Accommodation Contract in whole or in part before the Guest stays overnight, the Hotel may charge the cancellation charges specified in the Attached Table No.2.

3. In the case that a guest fails to arrive without any notification, 2 hours after the scheduled arrival time on the day of check-in, the Hotel may treat the Accommodation Contract as being terminated by the guest.

Article 8 [Right to Cancel Accommodation Contracts by the Hotel]

1. In any of the following cases, the Hotel may cancel the Accommodation Contract and refuse the use of the facilities without any notice:
 - (1) When it is recognized that the Guest is likely to commit an act contrary to the provisions of laws and regulations, public order or good morals in connection with the accommodation, or when it is recognized that the Guest has committed such an act;
 - (2) When it is recognized that the Guest or the Facility User falls under any of the following Items a. to c.:
 - a. Organized Crime Groups, Organized Crime Group Members, Organized Crime Group quasi-members or Organized Crime Group-related persons, or other antisocial forces;
 - b. Corporate entities and other organizations whose business activities are controlled by Organized Crime Groups or Organized Crime Group Members;
 - c. Corporate entities which have Organized Crime Group Members serving as officers;
 - (3) When it is recognized that the Guest or the Facility User falls under any of the following Items a. to d., or has previously committed any similar act:
 - a. When the Guest or the Facility User says or does something that causes or is likely to cause significant inconvenience to other Guests or Facility Users;
 - b. When the Guest or the Facility User is likely to cause inconvenience to other Guests or Facility Users due to drunkenness, etc.;
 - c. When it is recognized that violent demands have been made, or threats, extortion, or intimidating unreasonable demands have been made against the accommodation facility or accommodation facility staff (employees). Or, when the Guest or the Facility User demanded a burden beyond a reasonable extent regarding accommodation and use of the facilities; (Excluding cases where the person seeking accommodation requests the removal of social barriers pursuant to Article 7, Paragraph 2, or Article 8, Paragraph 2 of the Act for Eliminating Discrimination against Persons with Disabilities.)
 - d. When any requests specified under Article 5-6 of the Regulations for Enforcement of the Hotel Business Act are made repeatedly to the Hotel, which may significantly impede the

provision of accommodation services to other guests or services to facility users due to an excessive burden associated with their implementation.

- (4) When the Guest or the Facility User falls under the category of specified infectious disease patients, or, is or is likely to be infected with a similar disease.
 - (5) When the Hotel is unable to provide accommodation or use of the facilities due to a natural disaster, breakdown of the facilities, or other unavoidable reasons;
 - (6) When it falls under the grounds for refusal of accommodation as stipulated in the "Ordinance for Enforcement of the Hotel Business Act" enacted by each prefecture concerned based on "other grounds that the prefecture prescribes by ordinance" set forth in Item 3 of Article 5 of the Hotel Business Act;
 - (7) When the Guest or the Facility User engages in tampering with fire-fighting equipment, etc., damaging facilities, interfering with the use by other Guests or Facility Users, or other acts that are prohibited by the Rules of Use separately stipulated by the Hotel.
2. In case the Hotel terminates the Accommodation Contract based on the provisions of the preceding paragraph (excluding cases specified in items (4) and (5)), the Hotel may demand payment of the accommodation fee from the guest in accordance with the Accommodation Contract.
 3. Persons seeking accommodation may request an explanation from the Hotel if the Hotel cancels the Accommodation Contract based on the provisions of Paragraph 1.

Article 9 [Registration for Accommodation]

1. The Guests shall register the following particulars at the front desk of the Hotel on the day of accommodation:
 - (1) Name, age, address, telephone number and occupation of Guest(s);
 - (2) For non-Japanese Guest(s); nationality, passport number, port and date of entry to Japan;
 - (3) Date and estimated time of departure; and
 - (4) Other particulars deemed necessary by the Hotel.
2. When the Guest intends to pay the Accommodation Charges prescribed in Article 12 by any means that can substitute for Japanese currency such as credit cards, these credentials shall be shown in advance at the time of the registration prescribed in the preceding Paragraph.

3. All non-Japanese Guests shall be asked to leave a photocopy of their passports to verify their identity.
4. In the event that the Guest does not register for accommodation as stipulated in Paragraph 1 or 3 of this Article, or has made a false registration, the Hotel may cancel the Accommodation Contract. In that case, the provisions of Paragraph 3 of the preceding Article shall apply.

Article 10 [Occupancy Hours of Guest Rooms]

1. The Guest is entitled to occupy the contracted guest room of the Hotel from 3:00 p.m. to 11:00 a.m. on the following day. However, in the case when the Guest is accommodated continuously, the Guest may occupy the guest room all day long, except for the days of arrival and departure.
2. Notwithstanding the provisions of the preceding Paragraph, the Hotel may permit the Guest to occupy the guest room beyond the time prescribed in the same Paragraph. In this case, extra charges shall be paid as follows:
 - (1) From 11:00 a.m. to noon: 2,000 yen
 - (2) After noon until 6:00 p.m.: half of the Basic Accommodation Charge specified in the Attached Table No.1
 - (3) After 6:00 p.m.: the full amount of the Basic Accommodation Charge specified in the Attached Table No.1

Article 11 [Compliance with the Rules of Use, etc.]

1. The Guests shall comply with the Rules of Use established by the Hotel and posted inside the premises of the Hotel.
2. In the event of a fire or other disaster, or when there is an urgent need for security, the Hotel may enter the guest room without the consent of the Guest.
3. The maximum capacity for all rooms at the Hotel is 2 guests.

Article 12 [Payment of Accommodation Charges]

1. The breakdown of Accommodation Charges, etc. to be paid by the Guest shall be as listed in the Attached Table No.1.

2. Accommodation Charges, etc. specified in the preceding Paragraph shall be paid at the front desk at the time of the Guest's departure or upon request by the Hotel, using credit cards and other means approved in advance by the Hotel.
3. Even if the Guest does not stay at the guest room voluntarily after the Hotel makes it available for the Guest, the Accommodation Charges shall be paid.
4. In the event that the Guests do not pay the Accommodation Charges, etc., the Representative of Guests shall pay the Accommodation Charges, etc. for all the Guests.

Article 13 [Liabilities of the Hotel]

1. The Hotel shall compensate the Guest for any damage if the Hotel causes such damage to the Guest in the fulfillment or the nonfulfillment of the Accommodation Contract and/or related agreements. However, the same shall not apply in cases where such damage has been caused due to reasons for which the Hotel is not liable.
2. The Hotel is covered by the Hotel Liability Insurance to deal with unexpected fire and/or other disasters.

Article 14 [Handling when Unable to Provide Contracted Guest Rooms]

1. When unable to provide a contracted guest room, 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 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 listed in the Attached Table No. 2, and the compensation fee shall be applied to all reparations to the Guest. However, when the Hotel cannot provide accommodation due to causes for which the Hotel is not liable, the Hotel will not compensate the Guest.

Article 15 [Custody of Baggage and/or Belongings of the Guest]

1. When the baggage of the Guest is brought into the Hotel prior to the Guest's arrival, the Hotel shall be liable to store it with all the care and attention of a good manager only in the case when such a request has been accepted by the Hotel before the arrival of the

baggage. The baggage shall be handed over to the Guest at the front desk at the time of the Guest's check-in.

2. The Hotel does not keep valuables at the front desk. In addition, the Hotel shall not be liable for the loss, destruction or theft of baggage, etc. in the guest room while the Guest is using the guest room.
3. When the Guest's baggage or personal belongings (hereinafter referred to as "lost property") are left at the Hotel after the Guest has checked out, the Hotel shall inform the owner of the lost property and request the owner to retrieve it within the storage period set by the Hotel only when the owner and his/her contact information are identified. During the storage period, the Hotel shall store the lost property with the same degree of care as if it were its own property. When the owner cannot be identified, or the owner does not retrieve the lost property within the storage period, the Hotel shall voluntarily discard or dispose of the lost property or report it to the nearest police station.
4. In the event of destruction, theft, or loss, etc. of the Guest's baggage or lost property stored by the Hotel in accordance with Paragraph 1 or the preceding Paragraph, the Hotel shall compensate for the damage up to 100,000 yen only when the intention or negligence of the Hotel is recognized.

Article 16 [Liability in Regard to Parking]

1. The Hotel shall not be liable for the custody of the vehicle of the Guest or the Facility User when he/she utilizes the parking lot within the premises of the Hotel, as it shall be regarded that the Hotel simply offers the space for parking, whether the key of the vehicle has been deposited to the Hotel or not.
2. The Hotel shall not be liable for any damage to vehicles parked in the parking lot within the premises of the Hotel or accidents that occur therein.

Article 17 [Liability of the Guest and the Facility User]

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

Article 18 [Smoking Policy]

Smoking is strictly prohibited throughout the hotel indoor areas. Guests and facility users may smoke only in designated outdoor smoking areas specified by the Hotel, regardless of the type of cigarette, electronic cigarette, or heated tobacco product. If a guest or facility user smokes in their room or any other indoor area of the Hotel, the Hotel will charge such guest or facility user a cleaning fee of ¥20,000 (excluding tax) and may additionally claim compensation for damages based on the preceding article.

Article 19 [Handling of Personal Information]

1. Personal information disclosed by the Guest in conjunction with the Accommodation Contract shall be managed in accordance with the "Act on the Protection of Personal Information."
2. The personal information of the Guest may be used to provide information about the Hotel and related hotels, etc.
3. The handling of personal information by the Hotel shall be in accordance with the Privacy Policy set forth separately.

Article 20 [Court of Jurisdiction]

The Tokyo District Court shall be the court of first jurisdiction for any disputes between the Hotel and the Guest or the Facility User in accordance with Japanese law.

Article 21 [Governing Language]

These Terms and Conditions are prepared in both Japanese and English. In the event of any discrepancy or difference between the two versions of these Terms and Conditions, the Japanese version shall prevail.

Article 22 [Revision, etc.]

These Terms and Conditions may be revised as determined by the Hotel. When revisions are made, they shall be promptly disclosed on the Hotel's website, etc. to make them known to the public.

Attached Table No.1

Breakdown of Accommodation Charges, etc. (Ref. Item 3 of Paragraph 1 of Article 3, and Article 12)

Total Amount to be paid by the Guest	Accommodation Charges	(1) Basic Accommodation Charge [room charge or room charge + breakfast and other food and beverage charge] (2) Service Charge [(1) X 10%]
	Extra Charges	(3) Food and Beverage Charge for Extra Breakfast, etc. [excluding those included in (1)] (4) Service Charge [(3) X 10%]
	Taxes	(5) Consumption Tax (6) Occupancy Tax

Attached Table No.2

Cancellation Charge (Ref. Paragraph 2 of Article 7)

Date of Cancellation of Reservation	Individual	Group
	Not more than 9 rooms or not more than 14 persons per day	Not less than 10 rooms or not less than 15 persons per day
No Show	100%	100%
Date of Accommodation	100%	100%
1 Day Prior to Date of Accommodation	100% (after 6:00 p.m.)	Based on the contract
3 Days Prior to Date of Accommodation	—	Based on the contract
7 Days Prior to Date of Accommodation	—	Based on the contract
20 Days Prior to Date of Accommodation	—	Based on the contract

*The value is the ratio of cancellation charge to the Basic Accommodation Charge.

*If the Guest cancels a part of his/her reservation for several consecutive days, the Guest shall be charged for one day of no-show cancellation charge regardless of the number of days the Guest cancels.

*In addition to the above, a cancellation fee may be charged on specific days as determined by the Hotel.