



HOTEL URBAN GRACE  
UTSUNOMIYA

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## Terms and Conditions for Accommodation Contracts

### (Scope of Application)

- Article 1 1.Contracts for Accommodations and related agreements to be entered into between the 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 when the Hotel has entered into a special contract with the Guest insofar as such special contract does not violate laws and regulations 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 Contracts)

- Article 2 1.A guest who intends to make an application for the Accommodation Contract with the Hotel shall notify the Hotel of the following particulars:
- (1)Name, address, age, sex and occupation of the Guest(s);
  - (2)Date 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 when the Guest requests, during his 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 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. However, the same shall not apply when 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 an accommodation deposit fixed by the Hotel within the limits of Basic Accommodation Charges covering the Guest's entire period of stay (3 days when the period of stay exceeds 3 days) by the date specified by the Hotel.
- 3.The deposit shall be first used for the Total Accommodation Charges to be paid by the Guest, then secondly for the cancellation charges under Article 6 and thirdly for the reparations under Article 18, if 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 when 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 when the Hotel has not requested the payment of the deposit as stipulated in Paragraph 2 of the preceding Article or has not specified the date of the payment of the deposit at the time the application for the Accommodation Contract has been accepted, it shall be treated as that the Hotel has accepted the special contract prescribed in the preceding Paragraph.



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(Refusal of Accommodation Contracts)

- Article 5 The Hotel may not accept the conclusion of the Accommodation Contract under any of the following cases:
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 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;
  4. When a person who requests Hotel accommodation is obviously intoxicated and could cause an annoyance to other guests.
  5. When the Guest seeking accommodation can be clearly detected as carrying an infectious disease;
  6. When the Hotel is requested by the Guest to assume an unreasonable burden in regard to his/her accommodation; or
  7. When the Hotel is unable to provide accommodation due to natural calamities, dysfunction of the facilities and/or other unavoidable causes.

(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 when the Guest has cancelled the Accommodation Contract in whole or in part due to causes for which the Guest is liable, the Guest shall pay cancellation charges as listed in the attached Table No.2 (except in the case when the Hotel has requested the payment of the deposit during the specified period as prescribed in Paragraph 2 of Article 3 and the Guest has cancelled before the payment). However, in the case when 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 when the Guest, without an advance notice, does not appear by 8:00 p.m. of the accommodation date (one hour after the expected time of arrival if the Hotel is notified of it), the Hotel may regard the Accommodation Contract as being cancelled by the Guest.
  4. When the guest make a reservation through some internet sites which contract with our hotel, you apply to cancellation charge of each site not our hotel.

(Right to Cancel Accommodation Contracts by the Hotel)

- Article 7 1. The Hotel may cancel the Accommodation Contract under any of the following cases:
- (1) When the Guest is deemed liable to conduct himself/herself in a manner that will contravene the laws or to act against the public order and good morals in regard to his accommodation, and/or he/she has conducted in such a way;
  - (2) When the Guest can be clearly detected as carrying an infectious disease;
  - (3) When the Hotel is unable to provide accommodation due to natural calamities and/or other causes of force majeure;
  - (4) When the Guest does not observe the Use Regulations stipulated by the Hotel prohibiting such actions as smoking in bed, or doing mischief to the firefighting facilities (restricted to the particulars necessary to avoid causing a fire);
  - (5) When the Hotel is requested by the Guest to assume an unreasonable burden in regard to his/her accommodation;
  - (6) When a person who requests Hotel accommodation is obviously intoxicated and could cause an annoyance to other guests or when a person is behaving in such a manner as to be an annoyance to other guests;
  - (7) When the clarification of the particulars in Paragraph 1 of Article 2 has been requested and not complied with within the designated period; and
  - (8) When the payment of accommodation deposit as prescribed in Paragraph 2 of Article 3 has been requested and not complied with within the designated period.
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2. In the case when 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 of the services which he/she has not received during the contractual period.

(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, address, age, sex and occupation of the Guest(s);
  - (2) Date and estimated time of departure;
  - (3) In case of non-Japanese: nationality, passport number, port and date of entry in Japan, place of accommodation of the previous day; and
  - (4) Other particulars deemed necessary by the Hotel.
2. If the Guest intends to pay his accommodation charges prescribed in Article 12 by any means other than Japanese currency, such as coupons or credit cards, these credentials shall be shown in advance at the time of the registration.
3. In case of non-resident foreign guests, the Hotel shall take a photocopy of their passport and keep it by order of the Health, Labor and Welfare Ministry.

(Occupancy Hours of Guest Rooms)

- Article 9 1. The Guest is entitled to occupy the contracted guest room of the Hotel from 2:00 p.m. to 11:00 a.m. the next day. However, in the case when the Guest is accommodated continuously, the Guest may occupy it all day long, except for the days of arrival and departure.
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, there are extra charges of one thousand yen per hour. If you use your room more than three hours after the Hotel check-out time, extra charge shall be full one night room charge

(Observance of Hotel Use Regulations)

- Article 10 The Guest shall observe the Hotel Regulations established by the Hotel.

(Business Hours)

- Article 11 The business hours of the main facilities, etc. of the Hotel are as follows. They shall be notified in detail by brochures provided in the lobby, notices displayed in each place, service directories in guest rooms and others.
- (1) Service hours of the front desk : open 24 hours
  - (2) Service hours of meal & beverage facilities : as shown in the Hotel guidebook
  - (3) Hotel public bath (gender-separated) : as shown in the Hotel guidebook
  - (4) Service hours of incidental facilities : as shown in the Hotel guidebook
- The above-mentioned business hours are subject to temporary changes. In such a case, the Guest shall be informed by appropriate means.

(Payment of Accommodation Charges)

- Article 12 1. The breakdown and method of calculation of the Accommodation Charges, etc. that the Guest shall pay is as listed in the attached Table No.1.
2. Accommodation Charges, etc. shall be paid at the front desk at the time of the arrival of the Guest or upon request by the Hotel. We accept Japanese currency or any means other than Japanese currency such as coupons or credit cards recognized by the Hotel.
3. Accommodation charges shall be paid even if the Guest voluntarily does not utilize the room and facilities which have been provided for him/her by the Hotel and are at his/her disposal.
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(Liabilities of the Hotel)

- Article 13 1.The Hotel shall compensate the Guest for the damage if the Hotel has caused 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 case when such damage has been caused due to reasons for which the Hotel is not liable.
- 2.The responsibility of the Hotel for accommodation begins from the time the Guest registers at the front desk and terminates when the guest leaves the room to depart.

(Handling When Unable to Provide Contracted Rooms)

- Article 14 1.When unable to provide contracted rooms, the Hotel shall, with the consent of the Guest, arrange for him/her accommodation of the same standard elsewhere insofar as practicable.
- 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 15 1.The Hotel shall compensate the Guest for the damage 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 when this has occurred due to causes of force majeure.
- 2.The Hotel shall compensate the Guest for the damage 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.
- 3.The Hotel cannot keep articles such as works of art and antiques.

(Custody of Baggage and/or other Belongings of the Guest)

- Article 16 1.When the baggage of the Guest is brought into the Hotel before his/her arrival, the Hotel shall be liable to keep it only in the case when 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 his/her check-in.
- 2.When the baggage or belongings of the Guest is found left after his check-out, and the ownership of the article is confirmed, the Hotel shall inform the owner of the article and ask for further instructions. When no instruction is given to the Hotel by the owner or when the ownership is not confirmed, the Hotel shall keep the article for 7 days including the day it is found (three months for normal articles), 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 provision of Paragraph 1 of the preceding Article in the case of Paragraph 1, and with the provision of Paragraph 2 of the same Article in the case of Paragraph 2.

(Liability in Regard to Parking)

- Article 17 The Hotel shall not be liable for the custody of the vehicle of the Guest when he/she utilizes the parking lot of the Hotel. Therefore we don't take responsibility if his/her car should be damaged or stolen or a car accident should occur in the parking lot irrespective of whether the key of the vehicle has been deposited with the Hotel or not. However, the Hotel shall compensate the Guest for the damage caused through intention or negligence on the part of the Hotel in regard to the management of the parking lot.



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(Liability of the Guest)

Article 18 The Guest shall compensate the Hotel for the damage caused through intention or negligence on the part of the Guest.

■ Attached Table No.1 Calculation Method for Accommodation Charges  
(Ref. Paragraph 1 of Article 2 and Paragraph 1 of Article 12)

Total Amount to be paid by the Guest	Contents	
	1. Accommodation Charge	Basic Accommodation Charge
	2. Extra Charges	Meals, Drinks and Other Expenses
	3. Tax	National Consumption Tax

(Remark) The rate of tax is subject to change in case of amendment of the tax laws concerned.

■ Attached Table No.2 Cancellation Charge for Hotel (Ref. Paragraph 2 of Article 6)

	No-show	Accommodati on Day	1 Day prior to Accommodati on Day	9 Days prior to Accommodati on Day
1~14	100%	80%	20%	
15~30	100%	80%	50%	20%
31 and more	100%	100%	80%	20%

(Remark)

- 1.The percentage figures signify the rate of cancellation charge to the Basic Accommodation Charges.
- 2.When the number of days contracted is shortened, the cancellation charge for its first day shall be paid by the Guest regardless of the number of days shortened.
- 3.Cancellation charge is different depend on contracts for Accommodations.



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## Hotel Regulations

Every guest is requested to observe and comply with the following Regulations established by the Hotel to ensure that Hotel guests have a pleasant and safe stay, in accordance with Article 10 of the Terms and Conditions for Accommodation Contracts.

If a guest does not comply with the Hotel Regulations, he/she shall not be permitted to use the Hotel guest rooms and facilities pursuant to Section 1 of Article 7 of said Terms and Conditions. The Hotel will not be liable to a guest for any damages caused by his/her own failure to comply with the Hotel Regulations.

1. Please do not bring onto the premises of the Hotel any of the following:
    - a) Animals (except Guide Dogs) or birds of any kind;
    - b) objects emitting a foul odor or a large sound;
    - c) gunpowder, flammable oils or other explosives or inflammables;
    - d) firearms, swords, drugs, or other articles, the possession of which is prohibited by the laws of Japan;
    - e) objects of an unusually large size or in unusually large quantities; or
    - f) other objects that may threaten the safety of other guests.
  2. Please refrain from using your room for purposes other than lodging. Non-registered person may not be allowed to enter a guest room.
  3. Minors are not permitted to lodge without their guardians' permission.
  4. The distribution or display of advertisements and the sale of goods on premises of the Hotel are prohibited.
  5. Gambling or other acts which are contrary to good morals or which cause an annoyance to other guests are strictly prohibited.
  6. Ordering meals and drinks to be delivered from outside to the Hotel is not permitted.
  7. Kindly refrain from going out of your room in nightclothes and/or slippers, bathing suits, etc. not to corrupt public morals.
  8. Please do not remove or alter any equipment or fixtures of the Hotel. You will be charged for any damages to the Hotel's property caused by you.
  9. Taking photographs on the premises of the Hotel for business purposes is prohibited.
  10. Please make sure that the door is locked when leaving your room. Using the door latch is advisable while you stay in your room. Please do not open the door carelessly to an unknown visitor.
  11. Please refrain from inviting outside visitors to your room.
  12. The use of heaters and cooking appliances in your room is prohibited.
  13. Smoking in bed or doing any act which is likely to cause a fire is prohibited.
  14. Please review emergency exit instructions posted on the wall near the door of the guest room and locate the emergency exits on your floor.
  15. Please check your valuables at the front desk. There are cases where we cannot take responsibility for the theft or damages of your valuables left in your room.
  16. Articles left on the premises of the Hotel shall be kept as prescribed in the Terms and Conditions for Accommodation Contracts and thereafter handled in accordance with the Lost Goods Act.
  17. The Hotel will not make payment on behalf of a guest for such expenses as shopping charges, tickets, taxi fares, postage or parcel charges.
  18. Do not place your belongings in the hallway or lobby at any time.
  19. The Guest's request "Not necessary to clean the room today" shall be accepted only for two days and two nights in a row. The room must be cleaned every three days because of maintenance and hygiene under the Bylaw of Facility Maintenance.
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