

TERMS AND CONDITIONS FOR ACCOMMODATION CONTRACTS

[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. Any particulars not provided for herein shall be governed by laws and regulations and/or generally accepted practices.
2. In cases where 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.

[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 of accommodation and estimated time of arrival ;
 - (3) Accommodation charges (based, in principle, on the Basic Accommodation Charges listed in Article 18, Table No.1) ; and
 - (4) Other particulars deemed necessary by the Hotel.
2. In cases where the Guest requests, during his/her stay, an extension of accommodation beyond the date(s) in Subparagraph (2) of the preceding paragraph, it shall be regarded as an application for a new Accommodation Contract at the time such a 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. However, the same shall not apply when it has been proven that the Hotel has not accepted the application. 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 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 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 cases where the Guest is thus informed by the Hotel where 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 cases where the Hotel has not requested the payment of a deposit as stipulated in Paragraph 2 of the preceding Article and/or has not specified the date of 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 as described 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 circumstances :

- (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/herself in a manner that will contravene the law or act against the public order or good morals in regard to his/her accommodation ;
- (4) When the Guest is a member of an organized crime syndicate or somehow concerned with such ;
- (5) When the Guest seeking accommodation can be clearly detected to be carrying an infectious disease ;
- (6) When the Hotel is requested to assume an unreasonable burden in regard to his/her accommodation ;
- (7) When the Hotel is unable to provide accommodation due to natural calamities, malfunction of facilities and/or other unavoidable causes ; or
- (8) When the Guest seeking accommodation is deemed likely to behave in a manner that will trouble other Guests of this Hotel or behaves in such a manner due to intoxication or other causes. (When the provisions of Article 4 of the Enforcement Ordinance for the Hyogo Prefectural Hotel Business Law is applicable) .

[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 cases where the Guest has canceled the Accommodation Contract in whole or in part due to causes for which the Guest is liable(except in the case where the Hotel has requested the payment of the deposit during the specified period as described in Paragraph 2 of Article 3 and the Guest has canceled before the payment), the Guest shall pay cancellation charges as listed in Article 18, Table No.2.
3. In cases where the Guest does not appear by 6p.m. on the accommodation date (or 2 hours after the expected time of arrival if the Hotel has been notified of it) without advance notice, the Hotel may regard the Accommodation Contract as being canceled 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 circumstances :

- (1) When the Guest is deemed liable to conduct and/or has conducted himself/herself in a manner that will contravene the law or act against the public order and good morals in regard to his/her accommodation ;
 - (2) When the Guest is a member of an organized crime syndicate or somehow concerned with such ;
 - (3) When the Guest can be clearly detected to be carrying an infectious disease ;
 - (4) When the Hotel is requested to assume an unreasonable burden in regard to the Guest's accommodation ;
 - (5) When the Hotel is unable to provide accommodation due to natural calamities and/or other causes of force major ;
 - (6) When the Guest seeking accommodation is deemed likely to behave in a manner that will trouble other Guests of this Hotel or behaves in such a manner due to intoxication or other causes. (In such cases the provisions of Article 4 of the Enforcement Ordinance for the Hyogo prefectural Hotel Business Law shall apply) ; or
 - (7) When the Guest does not observe the rules prohibiting certain actions specified under the House Regulations stipulated by the Hotel (restricted to prohibitions deemed necessary in order to prevent fires) such as smoking in bed, and mischief to the fire fighting facilities.
2. In cases where the Hotel has canceled the Accommodation Contract in accordance with the preceding paragraph, the Hotel shall not be entitled to charge the Guest for any services which he/she 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 or Japanese resident, nationality, passport number, port and date of entry in Japan (A photocopy of your passport must be taken when you check-in.)
 - (3) Date and estimated time of departure; and
 - (4) Other particulars deemed necessary by the Hotel.
2. In cases where the Guest intends to pay his/her Accommodation Charges as 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 registration as described in the preceding paragraph.

[Occupancy Hours of Guest Rooms]

- Article 9. 1. The Guest is entitled to occupy the contracted guest room of the Hotel from 2 p.m. on the day of registration until 12 noon 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 check out time prescribed in the same paragraph.
2. In such cases, extra charges shall be paid as follows:
- (1) Up to 3 hours: 30% of the room charge;
 - (2) Up to 6 hours: 50% of the room charge;
 - (3) More than 6 hours: 100% of the room charge.

[Observance of House Regulations]

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

[Business Hours]

- Article 11.1. The business hours of the main facilities of the Hotel are as follows. Those of other facilities shall be notified in detail in brochures provided in the Hotel, notices displayed at various places, and service directories in guest rooms, etc.:

- (1) Service hours of Front Desk, Cashier's Desk etc.:
 - A) Main entrance: 24 hours
 - B) Money exchange service: 24 hours
 - (2) Service hours of restaurants and bars:
 - 1) "KOBE GRILL" Dining & Teppanyaki / 21st Floor
Lunch / 11:30 a.m.~2:30 p.m. Dinner / 5:30 p.m.~9 p.m.
 - 2) "SKY21" Sky Lounge / 21st Floor
5:30 p.m.~11 p.m.
 - 3) "SUIKYO-EN" Chinese Restaurant / 2nd Floor
Lunch / 11:30 a.m.~2:30 p.m. Dinner / 5:30 p.m.~9 p.m.
 - 4) "KOBE WAKATAKE" Japanese cuisine / 2nd Floor
Lunch / 11:30 a.m.~2:30 p.m. Dinner / 5:30 p.m. ~ 9:00 p.m.
"MISAKI" Sushi Restaurant
Lunch / 11:30 a.m.~2:30 p.m. Dinner / 5:30 p.m. ~ 9:00 p.m.
*Closed Wednesdays
 - 5) "GARDEN CAFE" Terrace Restaurant / 1st Floor
All Day Dining / 6:30 a.m.~10 p.m.
*Breakfast / 6:30 a.m.~11 a.m. *Breakfast Buffet / 6:30 a.m.~ 10:30 a.m.
 - 6) "TERRA" Bar / 1st Floor
6 p.m.~11:30 p.m.
 - 7) "ARENA" Sports Pub / 1st Floor
6 p.m.~11 p.m. *Closed Mondays, Tuesdays
- * Operation hours are subject to change without notice.

(3) Service hours of fitness center

Fitness & Sports "The Bay Club" / 5th Floor 6:30 a.m. ~ 10:30 p.m.
(Last entry 9:30 p.m.)

(4) Service hours of retail outlets

1) SHERATON SHOP "BAY LEAF" / 2nd Floor 8 a.m. ~ 8:30 p.m.

2) "L'AILE D'ANGE" / 2nd Floor City Mall 11 a.m. ~ 6 p.m.
(Closed Sundays & Holidays)

3) "FESTA MUSÉE" / 2nd Floor City Mall 10 a.m. ~ 7 p.m.

4) "ELLY LONDON BEAUTY SALON" / 4th Floor 10 a.m. ~ 7 p.m.

5) "JAPAN CREATE PHOTO STUDIO" / 4th Floor 10 a.m. ~ 6 p.m.
(weekends & holidays 10 a.m.~7 p.m.)

2. The business hours specified in the preceding paragraph are subject to temporary changes due to unavoidable circumstances of the Hotel. In such cases, the Guest shall be informed by appropriate means.

[\[Payment of Hotel Charges\]](#)

Article 12.1. The breakdown of the Hotel Charges that the Guest shall pay is as listed in Article 18, Table 1.

2. Hotel Charges as stated 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, in Japanese currency or other means as shall be acceptable to the Hotel such as traveler's cheques, coupons or credit cards.
3. Hotel 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 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 cases where such damage is due to reasons for which the Hotel is not liable.

2. The Hotel conforms to the fire prevention laws and makes every effort to prevent fires. Furthermore, the Hotel is covered by Hotel Liability Insurance in the case of fires and/or other disasters.

[\[Arrangement When Unable to Provide Contracted Rooms\]](#)

Article 14.1. The Hotel shall, when unable to provide contracted room(s), arrange accommodation of the same standard elsewhere for the Guest as far 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 and the compensation fee shall be applied to the reparations. However, when the Hotel cannot provide accommodations due to reasons for which the Hotel is not liable, the Hotel will not pay the compensation fee to the Guest.

[\[Liability of Hotel for Possessions of Guests\]](#)

Article 15.1. The Hotel shall be liable for the loss or destruction of the possessions of Guests only if such loss or destruction is the result of willful or gross negligence by the Hotel or any of its employees. The Hotel shall be liable to the Guest for the loss or damage of the possessions of the Guest to an amount limited to the fair market value of such possessions or ¥150,000, whichever is lower. In certain cases the Hotel may accept liability for items with a higher value if a written request detailing the nature and value of such possession is received and accepted.

2. The Hotel will not keep money, negotiable instruments, jewelry, important documents and any other items which have substantial monetary value. Hotel safe deposit boxes are available. The Hotel shall be liable to Guests for the loss or damage of such valuables to an amount limited to ¥300,000 per period of room rental except in the case of a natural disaster.

[\[Custody of Baggage and/or Belongings\]](#)

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 and to hand it over to the Guest at the Front Desk at the time of his/her check-in only if the Hotel has agreed to do so in advance.

2. The Hotel's liability in regard to the custody of the Guest's baggage or belongings in the case of the preceding paragraph shall be assumed in accordance with the provisions of the preceding Article.

[\[Liability in Regard to Parking\]](#)

Article 17. The Hotel shall not be liable for the custody of any vehicle belonging to the Guest when the Guest utilizes the parking lot in the Hotel, whether the key of the vehicle has been deposited with 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.

[\[Liability of the Guest\]](#)

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

Table 1: Break-down of Hotel Charges
(Ref. Paragraph 1 of Article 2 and Paragraph 1 of Article 12)

		Contents
Total Amount to be paid by the Guest	Accommodation Charges	(1) Basic Accommodation Charge [Room Charge (or Room Charge + Breakfast)] (2) Service Charge [(1) × 10%]
	Extra Charges	(3) Food, Beverage and Other Expenses (4) Service Charge [(3) × 10%]
	Tax	Consumption Tax (Tax calculated on ¥1, fractions ignored)

Remarks:

1. The Basic Accommodation Charge is based on the tariffs which are held at the Front Desk and in guest rooms.

Table 2: Cancellation Charge
(Ref. Paragraph 2 of Article 6)

Contracted Number of Guests		Date when Cancellation of Contract is Notified				
		No Show	Accommodation Day	1 Day Prior to Accommodation Day	9 Days Prior to Accommodation Day	20 Days Prior to Accommodation Day
Individual	1 to 7	100%	80%	20%		
Group	8 to 99	100%	80%	20%	10%	
	100 and more	100%	100%	80%	20%	10%

Remarks:

1. The percentages signify the rate of the cancellation charge applied to the Basic Accommodation Charge.
2. In cases when the number of contracted days is shortened, a cancellation charge equivalent to one day's room charge shall be levied regardless of the number of days shortened.
3. In the case of partial cancellation of a group booking (over 10 persons), cancellations of 10% or less of the total number of expected guests (fractions will be rounded up to the next whole number) will not be subject to a cancellation charge provided the Hotel is notified at least 10 days prior to occupancy (or on the day of the Hotel's acceptance of the Accommodation contract).
4. The above conditions are subject to change without notice.

HOUSE REGULATIONS

The Kobe Bay Sheraton Hotel & Towers takes this opportunity to welcome you and invite you to enjoy full use of our facilities. Hotel Guests are kindly requested to observe the following regulations so that their stay with us will be an enjoyable one. These regulations are outlined in Article 10 of the Terms and Conditions for Accommodation Contracts. If a Guest does not observe these regulations, the Hotel may legally be obliged to cancel the accommodation and related contract under Article 7 of the Terms and Conditions for Accommodation Contracts. Also, kindly note the Hotel shall not be liable for any damage caused by the failure of any Guests to observe these regulations and that Guests may also be held liable for any damages suffered by the Hotel.

1. Guest Rooms

- (1) Please refrain from using your room for purposes other than accommodation.
- (2) Please note that guests who are not registered are not allowed to stay at the Hotel.
- (3) Please be sure to check the location of emergency routes and exits as posted on the inside of your guest room door.
- (4) Please be sure to lock the door while in your room, especially before you go to sleep.
- (5) Please refrain from opening the window except in case of emergency.
- (6) Please do not use any heating, cooking or ironing equipment in the room or hallway.
- (7) Please do not smoke in bed.
- (8) Please be sure to identify visitors through the door scope before opening the door. Please do not admit unknown visitors into your room. When in doubt contact the Lobby Manager Desk immediately.
- (9) Please do not invite visitors to your room without good reason and kindly refrain from unwarranted use of your room and facilities, especially after 10:00p.m.
- (10) Please do not rearrange the furniture and fixtures in your room. Also, do not re-furnish or remodel the room without the permission of the Hotel Management.

2. Guest room Safety and Hygiene

Please be aware for safety and hygiene all guests, a hotel staff will access this room at least once every 24 hours after checking in for cleaning and inspection. If the "Do Not Disturb" card has been displayed on the door of the hallway side for more than 24 hours, hotel staff must access the room. A hotel staff will access the room after attempting telephone contact. Please understand regardless of answer, or in case of emergency, we must access the room.

3. Guest Room Key

- (1) When leaving your room, please take your key and ensure that the door locks behind you.
- (2) Kindly show your card key or room card when signing any bills in the Hotel's restaurants, bars or other facilities.

4. Settlement and Charges

- (1) Please settle your bills at the Front Desk when you depart, or whenever requested by the Hotel Management.
All bills are payable upon demand.
- (2) The Hotel will not make any payments on behalf of the Guest for such expenses as retail goods, tickets, taxi fares, packing charges etc.
- (3) A surcharge will be added to all out going calls made from your room. (Public telephones are located in the main lobby)
- (4) A 10% service charge and applicable government taxes are added to all bills. You are cordially requested not to tip any Hotel employees.

5. Valuables

Please place all cash, securities, jewelry and other valuables in the complimentary safe deposit box located at the Front Desk. The Hotel shall not be liable for the loss or theft of valuables left in guest rooms.

6. Articles in Temporary Hotel Custody

Articles in temporary hotel custody will be kept for the following periods :

- (1) Front Desk and Cloak Room : 1 month
- (2) Storage Room : 3 months
- (3) Laundry : 3 months

Articles in hotel custody exceeding these periods will be disposed of.

7. Lost and Found

The Hotel shall keep articles left on Hotel premises for a period which the Hotel deems appropriate and thereafter shall surrender them to the appropriate authorities in accordance with the Lost Goods Act.

8. Prohibited Goods in the Hotel

- (1) Dogs, cats, birds and other animals or pets (guide dogs are not included).
- (2) Items emitting obnoxious odors.
- (3) Goods in extraordinary quantities.
- (4) Unregistered firearms and swords, drugs and other articles, possession of which is prohibited by the laws of Japan.
- (5) Gunpowder, volatile oils, other explosives and inflammables etc.

9. Prohibited Conduct in the Hotel

- (1) Please refrain from leaving your room in a yukata (Japanese robe), bathrobe or slippers. These are provided for use within the guest room only.
- (2) Please do not disturb the comfort of other guests by making noises, singing loudly or behaving in an offensive manner.
- (3) Please do not engage in illegal activities such as gambling, betting or bookmaking on the Hotel premises.
- (4) Please do not use the Hotel for soliciting business of any type (distributing pamphlets or selling commodities etc.)
- (5) Please note that unauthorized publications for business purposes of photographs taken on the premises of the Hotel may be subject to legal action.

10. Miscellaneous

- (1) You will be liable for any damages or loss of Hotel property caused by the actions of yourself or your guests.
- (2) Minors are not permitted to stay at the Hotel without parental or guardian consent.
If you are accompanied by minors, please ensure their behavior is not offensive to other guests.
- (3) Please do not order meals or drinks from outside the Hotel or bring food or beverages onto the Hotel premises without prior authorization.
- (4) Please observe the posted regulations for use of the parking lot.