# General Terms and Conditions for Accommodation Contract

# House Regulations

To provide a safet and comfortable stay at Meldia Stay, all guests are kindly requested to observe the following regulations. Should a guest fail to do so, Meldia Stay has the legal right to terminate their accommodation contract. Please also note that any guest that fails to comply with the regulations may be liable to any damage or injury caused by such actions. Your understanding and cooperation is sincerely appreciated.

- 1. Do not smoke at places that could easily pose a fire risk, such as in bed (Smoking is only permitted in the designated smoking rooms)
- 2. Do not bring in any heating or cooking equipment, iron and any other devises that could cause a fire without permission.
- 3. Do not bring onto our pemises the following:
  - 3a. animals and birds including pets, with the exception of assistance dogs
  - 3b. items that emits alarmingly strong smells or foul-smelling odours
  - 3c. any item that easily ignites or that is flammable, such as explosives, volatile liquids
  - 3d. any item in an excessive size or quantity
  - 3e. unlicences firearms, swords or illegal drugs
- 4. Gambling or other conducts that may disturb moral order on our premises, and behaviours that may disturb other guests or make them feel uneasy are strictly prohibited.
- 5. Do not change the positions or locations of our equipment and furniture in the hotel without permission
- 6. If deemed responsible for any damage to, soiling or loss of the hotel structure, furniture, equipment or other related items, the guest shall be liable to pay the money equivalent to the damage.
- 7. Guests must use the room for its original purpose in accordance with the package agreed upon when booked.
- 8. Guests must not enter areas that are only accessible to the Media Stay employees
- 9. If a guest wishes to bring in food or drinks, they must be purchased on the day and be kept in good conditions. Food and drink delivery from the outside of the hotel may only be allowed from restaurants the hotel permits
- 10. The distribution of advertisements, display or sales of goods on the premises is prohibited unless the prior permission is granted from staff members
- 11. Deposited articles will be retained at the reception for the duration of one month unless

- otherwise specified. The luggage deposited for a temporary storage at the reception is to be retrieved on the same day.
- 12. If the luggage or belongings of the Guest are found left after his/her check out, they are to be retained at Meldia Stay Nijojo for the duration of one month from the day they are found. Thereafter it shall be handled in accordance with the Japanese laws and regulations
- 13. If the luggage or belongings of the Guest are found left after his/her check out, and if no instructions are given to the Hotel from the owner, or if the owner is not confirmed, the articles dependant on the contents will be retained for a certain period of time by the Hotel, after which they will be handled in accordance with the Japanese Laws and regulations. Food may be disposed of on the same day when it is found
- 14. Guests must look after their own Cash, jewellery or valuables by themsleves whilst staying. The hotel does not hold liability for any loss, damage or theft of such items
- 15. Please ensure the door of your room is locked secure before leaving. Whilst remaining in your room and/or particularly before going to bed, please lock the door from the inside with the security latch on.
- 16. Visitors are not allowed in our guests' rooms. Meeting may be arranged in the foyer.
- 17. Persons under 20 years old must be accompanied by an adult unless holding a permission documented from their guardian
- 18. If a guest wishes to modify their reservation whilst staying, he/she shall inform a reception staff member of their intention beforehand. In case of an extention of their stay, they are kindly asked to make a payment in advance.
- 19. Advance payments are favoured. Alternatively credit cards Meldia Stay specifies are accepted at the reception, where applicable.
- 20. Guests must settle their payments at the reception at each time they are requested by the rreception staff
- 21. A deposit may be requested for group reservations where deemed necessary.
- 22. No car park on the premises or no affiliated car parks are available. Guests are advised to use a meter-operated car parks nearby. Meldia Stay does not have a liability for any damage, loss, accident caused to their vehicle whilst it is parked.
- 23. If a person seems to pose any health and safety hazard, for example intoxicated, to any of our staff members or any of our guests, or cause any damage to our property, they shall be rejected unless accompanied by an appropriate guardian.

These terms and conditions are governed and construed in accordance with the Article 13 of Accommodation Contract

## General Terms and Conditions for Accommodation Contract

### ■ Scope of Application

#### Article 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 herein shall be governed by laws and regulations and/or
  generally accepted practices.
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  Any particulars not provided herein shall be governed by laws and regulations and/or
  generally accepted practices.

## ■ Application for Accommodation Contract

#### Article 2

- 1. The Guest who intends to make an application for an Accommodation Contract with Meldia Stay shall notify the Hotel of the following particulars:
  - 1.1 Name of the Guest(s);
  - 1.2 Date of accommodation and estimated time of arrival;
  - 1.3 The guest(s)'s telephone number
  - 1.4 Other particulars deemed necessary by Meldia Stay
- 2. If a guest requests to extend their stay whilst staying, beyond the date in subparagraph 2.2 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

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 where it has been proved that the Hotel has not accepted the application.

### ■ Refusal of Accommodation Contracts

#### Article 4

- 1. Meldia Stay may not accept the conclusion of an Accommodation Contract under any of the following circumstances:
- 2. When the application for accommodation does not conform with the provisions of these

Terms and Conditions

- 3. When the Guest seeking accommodation is deemed liable to conduct himself/herself in a manner that will violate laws or act against the public order or good morals in regard to his/her accommodation
- 4. When the Guest seeking accommodation can be clearly identified as carrying an infectious disease by Meldia Stay
- 5. When Meldia Stayl and/or its staff are unreasonably burdened by the Guest
- 6. When accommodation is unable to be provided due to natural calamities, malfunction of facilities and/or other unavoidable causes;
- 7. When the person requesting Hotel accommodation is:
  - 7.1 a member of an organised crime group, under Article 2-6 of Law on Preventing Unreasonable Conduct by Organized Crime Groups (Code 77 issued in 1991), or a related party, under Article 2-2 of said law
  - 7.2 If the party applying for accommodation is a corporation or any other organisation in which operations are controlled by a syndicate organisation or a member of a syndicate organisation.
  - 7.3 If the party applying for accommodation is a corporation where an executive director is a member of a syndicate organisation.
- 8. When the Guest has not satisfied the hotel's payment provisions
- 9. When the Guest does not observe prohibited actions such as smoking in bed, tampers with fire-fighting facilities and otherwise breaches Hotel Regulations stipulated by the Hotel

## ■Registration of name, etc

Article 5

Meldia Stay may request the person requesting register the following particulars by a certain date the hotel specifies:

- 1. Name, address sex, address, nationality and occupation of the Guest(s)
- 2. Other particulars deemed necessary by Meldia Stay

### ■Deposit

Article 6

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 set 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.

#### ■ Cancellation of Accommodation Contract

#### Article 7

If the Guest has cancelled the Accommodation Contract in whole or in part, he/she shall pay cancellation charges in accordance with the cancellation charge policy

#### Article 8

- Meldia Stay may cancel the Accommodation Contract under any of the following circumstances unless otherwise:
  - 1.1 when Paragraphs 3 to 7 in Article 4 are applicable.
  - 1. 2 when Paragraph 1 in Article 5 is not clarified within the date specified when requested
  - 1.3 when deposit requested, stated in Article 6 has not been paid within the date specified
- 2. If Meldia Hotel has cancelled the Accommodation Contract in accordance with the preceding Paragraph, the Hotel shall return the deposit, where applicable

## ■ Registration for Accommodation

#### Article 9

The Guest shall register the following particulars at the reception of Meldia Stay on the day of accommodation

- 1. Particulars in Paragraph 1 of Article 5
- 2. Passport number, Port and date of entry into Japan for all Guests of foreign nationality who do not reside within Japan
- 3. Scheduled date and time of departure
- 4. Other particulars considered necessary by the Meldia Stay

### Check in

## Article 10

- 1. The Guest is entitled to occupy the contracted guest room from 12:00 p.m. on the day of arrival unless the accommodation package specifies a certain time for check in
- 2. Meldia Stay may, notwithstanding the provisions prescribed in the preceding Paragraph, permit the Guest to occupy the guest room prior to the time prescribed in the same Paragraph, In this case, extra charges per hour shall apply

## ■Check Out

### Article 11

- 1. The time when the Guest vacates the guest room (Check out) is 10:00 am unless their accommodation package states differently
- 2. The Hotel may, notwithstanding the provisions prescribed in the preceding Paragraph, permit the Guest to occupy the guest room beyond the time prescribed in the same Paragraph, In this case, extra charges per hout shall apply

### ■ Payment of Accommodation Charges

#### Article 12

- Accommodation charges shall be paid in advance. On other occasions, payment shall be made by credit card which Meldia Stay permits at the reception at the time of check in or when Meldia Stay makes a request. (Cash of Japanese currency may only be accepted under certain circumstances)
- 2. Accommodation charges shall be paid even if the Guest voluntarily does not utilise the accommodation facilities provided for him/her

## ■ Observance of House Regulations

#### Article 13

The Guest shall observe the House Regulations at all times established by Meldia Stay.

### ■ Rejection of Continued Occupancy

#### Article 14

Meldia Stay may reject the continued occupancy of the room, even for the period accepted, in the following cases.

- When the Guest is deemed liable for conduct and/or has conducted himself/herself in a
  manner that will violate laws or act against the public order and good morals in regard to
  his/her accommodation
- 2. When the Guest is recognised as the following:
  - 2.1 a member of an organised crime group, under Article 2-6 of Law on Preventing Unreasonable Conduct by Organized Crime Groups (Code 77 issued in 1991), or a related party, under Article 2-2 of said law
  - 2.2 If the party a corporation or any other organisation in which operations are controlled by a syndicate organisation or a member of a syndicate organisation.
  - 2.3 If the party applying for accommodation is a corporation where an executive director is a member of a syndicate organisation.
- 3. When the Guest makes comments that may cause serious trouble to other guests.
- 4. When the Guest can be clearly identified as a carrier of an infectious disease

- 5. When the Hotel and/or Hotel staff suffers from violent threats, verbally or physically, or unreasonable burden from the Guest.
- 6. When the Hotel is unable to provide accommodation due to natural calamities and/or other causes of force majeure;
- 7. When the Guest does not observe prohibited actions stipulated in the house reguations such as smoking in bed, tampering with fire-fighting facilities

If the Hotel has cancelled the Accommodation Contract in accordance with the preceding Paragraph, the Hotel shall not charge the Guest for any of the services during the contractual period he/she has not received.

### ■ Responsibility on Accommodation

#### Article 15

- 1. he responsibility of Meldia Stay regarding accommodation shall start from the time the guest is registered at the reception or when he/she enters his/her room, whichever is the earlier, and terminates at the time he/she vacates his/her room to depart.
- 2. If Meldia Stay is unable to provide the accommodation, the hotel shall seek for an alternative. When the arrangement can not be made, notwithstanding the provisions of the preceding Paragraph, the Hotel shall not charge the Guest with the cancellation fees for the day and the rest of the accommodation period contracted.
- 3. Meldia Stay shall not hold those responsibilities due to any event that is beyond its scope such as wars, natural calamities, damage to its facilities and other unavoidable causes.

## ■The govering language

# Article16

These terms and conditions are provided in Japanese, English and Chinese. In case of any discrepancy between those languages, the Japanese version will take precedence.

## ■ Cancellation Charge Policy

These terms and conditions are provided in Japanese, English and Chinese. In case of any discrepancy between those languages, the Japanese version will take precedence.

### ■ Cancellation Charge Policy

### Article17

### Individual Guests

1. 30% of the accommodation fee of the first night shall be charged per person if the

- reservation is cancelled between 2 and 3 days prior to the accommodation day
- 2. 50% of the accommodation fee of the first night shall be charged per person if the cancellation is made 1 day prior to the accommodation
- 3. 100% of the accommodation fee of the first night shall be charged per person if the cancellation is made on the day of the accommodation day or the person does not show up (No Show)

Group Guests (booking of 8 persons and above or 5 rooms and above)

- 4. 30% of the accommodation fee of the first night shall be charged per person if the reservation is cancelled between 3 and 9 days prior to the accommodation day
- 5. 50% of the accommodation feeof the first night shall be charged per person i if the cancellation is made 2 days prior to the accommodation day
- 6. 80% of the accommodation feeof the first night shall be charged per person if the cancellation is made 1 day prior to the accommodation day

# Management of Personal Information

## ■ Scope of Application

These private policies apply when you use the serve Meldia Stay provides

## ■Our Private Policy

Meldia Stay practises appropriate personal information management and takes utmost care to prevent leakage of customer information.

## ■Purposes of Use of Pesonal Information

Any personal information which we collect must be used within the limits of any of the following purposes

- 1. For accommodation requests, reservations, hotel services, and the safety of guests
- 2. Provisions and management of hotel services, products, events and promotions
- 3. To conduct questionnares on the hotel services and products provided
- 4. For provision and enhancement of the hotel services and products
- 5. For enquiries

## ■ Collecting Personal information

Personal data must be collected through honest, legally sound procedures;

# ■Disclosure to Third Parties

- 1. if receiveing an enquiry from a third party which is able to specify and identify a certain individual from our guests by giving us thel name of the individual concerned, we shall disclose, as part of the hotel service, the information on the accommodation status and its duration, either on the phone or in person, and if it is requested that messages or parcels/luggage be handed to the individual concerned, we will accommodate the request. In case of an advance request for discontinuation of the disclosure made by the indivu¥idual, the provision will be suspended.
  - Please contact our reception staff at the time of reservation or upon your arrival f you wish to discontinue the closure,
- 2. No personal information of our customers will be disclosed or provided to third parties with the exception of the following:
  - 2.1 with the consent of the guest concerned
  - 2.2 when the disclosre and provision are requested by laws
  - 2.3 when such action is crucially essential to protect human lives, bodies, and property

and when difficulty is seen in obtaining consent from the guest

- 2.4 when it is necessary to cooperate with the national government or local public bodies carrying out public affairs, and there is a risk that obtaining the consent of the customer will hinder the performance of the affairs.
- 2.5 when disclosing or providing statistical data in a situation where the person is unable to be identified

## ■Business Consignment

Meldia Stay may outsource part of its business and provide personal information to the outsourced companies to the extent necessary. In this case, an appropriate supervision will be implemented, including the conclusion of contracts regarding handling with these outsourced companies

## ■ Management of Personal Information

We manage your personal information appropriately and take the utmost care to prevent leakage, loss, falsification, etc. We provide in-house training for excecutives and employees regarding the protection and proper handling of customer's personal information. In addition, we will set a separate retention period for personal information according to the purpose of use, and after that period, it will be disposed of by an appropriate method.

### ■ Disclosure, Correction, Addition, Suspension of Use, and Deletion

If you request 1 disclosure, 2 correction, deletion, addition, or 3 & 4 suspension or deletion of personal data held by Meldia Stay, we shall request that you confirm that the person is the person himself / herself, and the following measures shall be practised within a reasonable period and range. However, if there is a risk of harming the life, health, property, etc. of the person himself/ herself or a third party, if there is a significant hindrance to the performance of Meldia Stay's business, or if it violates other laws and regulations, all or some of the requests may be declined.

- 1. We will reply to you regarding disclosure
- 2. Regarding corrections, deletions, and additions, we will investigate the contents of the request and correct the contents.
- 3. Suspend or delete the service.
- 4. Please note that we may not be able to provide the service in accordance with your request due to suspension of use or deletion.

## ■Request methods for disclosure, etc. and enquiry

Requests for disclosure, correction, deletion, addition, and suspension, or enquiries on personal information are accepted by the submission of the information or the document Meldia Stay requires.

Please note that the request will be refused if your identity cannot be verified (or it cannot be confirmed that an agent is acting on your behalf depending on the content).

- 1. documents for the identification or agent verification
  - -For Identification verification
  - a copiy of any two of the following: Driving licence, Passport, National insurance card, Photographed individual number card, Disability certificate, Pension book, copy of the Residence record, Seal registration certificate
  - -For agent verification
  - a copy of any two of the following: Agent's driving licence, Passport, National insurance card, Photographed individual number card, Disability certificate, Pension book, copy of Residence record, Seal registration certificate
  - In case of a statutory representative the documents that prove you are a lstatutory representative along with the documents mentioned above
- 2. if the documents are sent by post the cost shall be borne by the claimer. Please enclose a stamp for return
- 3. The hotel retains the information for 5 years, after which it will be unable to be disclosed

### ■ Amendments of Privacy policies

These policies are to show you how your personal information is handled by the Hotel and it is deemed we have a consent and good understanding from you when the Hotel services are provided, the Hotel may amend the policies at any time—when necessary.