

## **Bellevue Garden Hotel Kansai International Airport**

### **Accommodation Terms and Conditions**

#### *(Scope of Application)*

**Article 1** The accommodation contract and any related contracts between this hotel and the guest are subject to these terms and conditions. For matters not specified in these terms, the provisions of laws or generally established customs shall apply.

2. If the hotel agrees to special terms that do not conflict with laws or customs, these special terms shall take precedence over the provisions of the previous item.

#### *(Application for Accommodation Contract)*

**Article 2** Those wishing to apply for an accommodation contract at this hotel must provide the following details to the hotel:

1. Guest's Name and Contact Information
2. Accommodation Dates and Expected Time of Arrival
3. Accommodation Charges (generally based on the basic accommodation fees in Appendix 1)
4. Applicant's Name and Contact Information
5. Any other details the hotel deems necessary
6. If a guest requests to extend their stay beyond the accommodation date specified in the previous item, the hotel will process the request as a new application for an accommodation contract as of the time the request is made.

#### *(Formation of the Accommodation Contract)*

**Article 3** An accommodation contract is formed when the hotel accepts the application mentioned in the previous article. However, if the hotel can prove that the application was not accepted, the contract will not be considered formed.

2. When an accommodation contract is formed as per the previous item, the guest is required to pay the hotel a deposit by the date specified by the hotel, up to the amount of the basic accommodation fee for the duration of the stay (if the stay is more than three days, the limit is three days).

3. The deposit will be credited towards the accommodation fee to be paid by the guest. If the provisions of Articles 6 and 18 apply, the deposit will be used to cover

the penalty charges, followed by compensation, in that order. Any remaining balance will be refunded when the payment is made in accordance with Article 13.

4. If the deposit is not paid by the specified date in item 2, the accommodation contract will be deemed void. However, this only applies when the hotel has notified the guest of the payment deadline.

*(Special Terms Regarding Exemption from Deposit Payment)*

**Article 4** Notwithstanding the provisions of item 2 of the previous article, the hotel may agree to special terms under which the deposit payment is not required after the contract is formed.

2. If the hotel does not request a deposit payment when accepting the application for the accommodation contract or fails to specify a payment deadline, it will be considered to have agreed to the special terms mentioned in the previous item.

*(Refusal of Accommodation Contract)*

**Article 5** The hotel may refuse to enter into an accommodation contract in the following cases:

1. The application does not comply with these terms and conditions.
2. There are no available rooms due to full occupancy.
3. The applicant is likely to engage in acts that violate laws, public order, or good morals in connection with the accommodation.
4. The applicant is recognized as falling into one of the following categories:
  - (a) A member of a criminal organization, as defined by the Law on Prevention of Unjust Acts by Gangsters.
  - (b) A corporation or other entity controlled by a criminal organization or its members.
  - (c) A corporation whose officers include individuals who are members of a criminal organization.
5. The applicant causes significant inconvenience to other guests.
6. The applicant is confirmed to have a contagious disease.
7. The applicant makes violent demands or makes unreasonable requests.
8. The applicant has dirty clothing that causes discomfort to other guests.
9. Accommodation cannot be provided due to natural disasters, facility failures, or other unavoidable reasons.
10. The applicant meets other criterias stipulated by local regulations.

*(Guest's Right to Cancel the Contract)*

**Article 6** A guest may cancel their accommodation contract by notifying the hotel.

2. If the guest cancels the contract due to reasons attributable to them, the hotel will charge a cancellation fee as per the provisions listed in Appendix 2.
3. If the guest does not arrive by 10:00 PM on the day of accommodation (or two hours after the pre-notified arrival time), and has not informed the hotel, the contract will be deemed to have been canceled by the guest.

*(Hotel's Right to Cancel the Contract)*

**Article 7** The hotel may cancel the accommodation contract in the following cases:

1. When the guest falls into any of the categories specified in Article 5, Items 3 to 10.
  2. When the guest does not comply with the hotel's rules, such as smoking in non-designated areas or damaging fire safety equipment.
  3. When the guest does not follow the hotel's usage regulations.
2. If the hotel cancels the contract under the previous item, it will not charge the guest for accommodation services that have not yet been provided.

*(Registration of Guest)*

**Article 8** On the day of accommodation, the guest must register the following information at the hotel's front desk:

1. Name, Address, and Contact Information
  2. For foreign guests: Nationality and Passport Number
  3. Departure date and expected departure time
  4. Other details the hotel deems necessary
2. If the guest intends to pay for the accommodation using a method other than cash (e.g., accommodation voucher, credit card, cashless payment), they must present it at the time of registration.

*(Use of Guest Rooms)*

**Article 9** The time during which the guest may use the room is from 2:00 PM to 11:00 AM the next morning.

However, if the guest stays for consecutive nights, they may use the room for the entire day except for the check-in and check-out days.

2. Notwithstanding the above, the hotel may allow room use beyond the standard time, subject to additional charges:

- Check-out between 11:00 AM and 2:00 PM: 30% of the basic room rate
- Check-out between 2:01 PM and 5:00 PM: 50%
- Check-out after 5:01 PM: 100%
- Check-in before 10:00 AM: 100%
- Check-in between 10:01 AM and 12:00 PM: 50%
- Check-in between 12:01 PM and 2:00 PM: 30%

*(Compliance with Hotel Usage Policy)*

**Article 10** Guests must comply with the hotel's rules and regulations outlined in the Hotel Usage Policy, which are posted in the hotel and available upon request.

*(Refusal to Continue Accommodation)*

**Article 11** Even during the accommodation period, the hotel may refuse to allow the guest to continue their stay or use hotel facilities in the following cases:

1. If the guest falls into any of the categories in Article 5, items 3 to 10.
2. If the guest does not comply with the rules mentioned in the previous article.

*(Business Hours)*

**Article 12** The business hours for the hotel's major facilities are provided in brochures, notices, in-room information, the official website, etc.

2. These hours may change temporarily due to unavoidable circumstances. In such cases, the hotel will notify guests through appropriate means.

*(Payment of Fees)*

**Article 13** The breakdown of accommodation fees is specified in Appendix 1.

2. Payment of accommodation fees must be made in cash or by other payment methods(e.g. accommodation voucher, credit card, cashless payment) accepted by the hotel at the front desk upon check-in or when the hotel requests payment.

3. If the guest does not stay after the room is made available, the hotel will still charge for the accommodation.

*(Hotel's Responsibility)*

**Article 14** If the hotel causes damage to the guest due to the fulfillment or non-fulfillment of the accommodation contract or related contracts, the hotel will

compensate the guest for the damage. However, this does not apply if the damage is not caused by the hotel's fault.

2. The hotel is covered by liability insurance for cases such as fire.

*(Provision of Reserved Room)*

**Article 15** If the hotel is unable to provide the reserved room, the hotel will, with the guest's consent, arrange for alternative accommodation under similar conditions.

2. If no alternative accommodation can be arranged, the hotel will compensate the guest with an amount equivalent to the penalty, which will be credited towards the damage compensation. However, if the inability to provide the room is not the hotel's fault, no compensation will be paid.

*(Handling of Deposited Items)*

**Article 16** The hotel will compensate for any loss or damage to items deposited by the guest in the hotel's front desk safe, up to ¥100,000, except in cases of force majeure. For cash or valuables, if the guest did not disclose the contents and value at the time the hotel requested it, compensation will be limited to 50,000 yen.

2. The hotel is not responsible for any loss, damage, or theft of items or cash not deposited in the front desk safe.

*(Storage of Luggage or Personal Belongings)*

**Article 17** If a guest's luggage arrives at the hotel before check-in, the hotel will store it responsibly only if prior consent by hotel is obtained, and return it to the guest at check-in.

2. If the guest leaves belongings behind after check-out, and their identity is determined, the hotel will contact the guest for instructions. If the guest's identity cannot be determined, the items will be stored for 7 days and then handed over to the nearest police station.

3. In the cases described in the previous two items, the hotel's responsibility for the storage of the guest's luggage or personal belongings shall be in accordance with the provisions of item 1 from Article 16 in the first case, and item 2 from Article 16 in the second case.

*(Disclaimer of Responsibility for Use of Hotel Parking Lot)*

**Article 18** When a guest uses the hotel's parking lot, regardless of whether the vehicle key is entrusted to the hotel or not, the hotel is simply providing a space for parking and does not assume responsibility for the management of the vehicle.

However, if the hotel causes damage to the vehicle due to its own intent or negligence while managing the parking lot, the hotel will be liable for compensation.

**(Guest's Responsibility)**

**Article 19** If the hotel suffers any damage due to the guest's intentional or negligent actions, the guest shall compensate the hotel for such damage.

**(Governing Language)**

**Article 20** This agreement is prepared in both Japanese and English. In the event of any discrepancy between the two versions, the Japanese version shall prevail in all respects.

**(Jurisdiction and Governing Law)**

**Article 21** Any disputes arising in connection with this agreement shall be resolved in the courts having jurisdiction over the location of the hotel, in accordance with Japanese laws.

**Appendix 1: Breakdown of Accommodation Fees (Related to Item 1 of Article 2 and Item 1 of Article 13)**

Accommodation Fees Breakdown	
Accommodation Fee	① Basic Accommodation Fee (Room Charge + Charges for Breakfast and Other Meals) ② Service Charge (10% of ①)
Additional Charges	③ Additional Food and Beverage Charges and Other Service Charges (Excluding Those Included in ①) ④ Service Charge (10% of ③)
Taxes	⑤ Consumption tax ⑥ Accommodation tax

**Notes:**

- 1. The basic accommodation fee is based on the rate sheet at the front desk.
- 2. If there are any changes in tax laws, the new provisions will apply.

## Appendix 2: Cancellation Penalties (Related to Item 2 of Article 6)

### Cancellation Notification Dates and Penalties:

	No Show	Same Day	The Day Before	9 Days Before	20 Days Before
Individual (up to 10 guests)	100%	80%	20%	0%	0%
Group (10 or more guests)	100%	80%	50%	20%	10%

### Notes:

1. The percentage refers to the cancellation penalty relative to the basic accommodation fee.
2. If the accommodation duration is shortened, the penalty for the first day (the initial day) will be charged regardless of the number of days shortened.
3. If part of a group booking(10 or more persons) is cancelled, the 10% penalty will be based on the reduced actual number of guests booked(rounded up if necessary) if cancellation is made 21 days prior (or the date the reservation was accepted if later).
4. Cancellations made after 14:00 on the day of arrival will incur a 100% penalty, both for individual and group bookings.

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