

## REGULATION

### 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.

**Article 1-2.** Should the Hotel enter into a special contract with the Guest, insofar as that special contract does not violate any laws, regulations or generally accepted practices, 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 the Attached Table No.1.)
- (4) Other particulars deemed necessary by the Hotel.

**Article 2-2.** Should a Guest request, during his stay, an 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 where it has been proved that the Hotel has not accepted the application.

**Article 3-2.** 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.

**Article 3-3.** 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 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.

**Article 3-4.** 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 where 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.

**Article 4-2.** In the event that 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, it shall be treated as if the Hotel has accepted a special contract as prescribed in the preceding paragraph.

### Refusal Of Accommodation Contracts

**Article 5.** The Hotel may not accept the conclusion of an Accommodation Contract in 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 the guest seeking accommodation is an organized crime group ("Boryokudan"), a member of an organized crime group ("Boryokudan-in"), a person related to an organized crime group, or any type of unlawful group.
- (5) When the guest seeking accommodation is a company or an organization, which is directly or indirectly managed by Boryokudan or a Boryokudan-in.
- (6) When the guest seeking accommodation is a corporate customer, of which a board member is deemed a Boryokudan-in.
- (7) When the guest seeking accommodation annoys other guests.
- (8) When the guest seeking accommodation threatens violence, uses threats, extortion or makes an unreasonable or coercive request to the Hotel or a staff member. Or when the guest seeking accommodation makes an unreasonable request which is deemed significantly unfair or when he/she is deemed a person who has previously acted in such a manner.
- (9) When the guest seeking accommodation can be clearly detected as carrying infectious disease.
- (10) When the Hotel is unable to provide accommodation due to natural calamities, disfunction of the facilities and/or other unavoidable causes.
- (11) When a person requesting accommodations is obviously intoxicated and could cause annoyance to other guest or when a person is behaving in such a manner as to be an annoyance to other guests. (As prescribed by Article 12 of Osaka Prefectural Ordinance for Enforcement of Hotel Business Act.)

### 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.

**Article 6-2.** Should the Guest cancel the Accommodation Contract in whole or in part due to causes for which the Guest is liable (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 payment), the Guest shall pay cancellation charges as listed in the Attached Table No.2. However, should a special contract, as prescribed in Paragraph 1 of Article 4 be in effect, the same shall apply only when the Guest is informed of the obligation for payment of the cancellation charges in case of cancellation by the Guest.

**Article 6-3.** In the case when the Guest does not appear by 8:00 p.m. of the accommodation date (2 hours after the expected time of arrival if the Hotel has been notified) without an advance notice, the Hotel may regard the Accommodation Contract as being cancelled by the Guest.

### Right To Cancel Accommodation Contracts By The Hotel

**Article 7-1.** The Hotel may cancel the Accommodation Contract under any, but not limited to the following cases:

- (1) When the Guest is deemed liable to conduct and/or have conducted himself in a manner that will contravene the laws or act against the public order and good morals in regard to his accommodation.
- (2) When the Guest can be clearly detected as carrying any infectious disease.
- (3) When the guest is the identified organized crime group or a member of the identified organized crime group (called "Boryokudan" and "Boryokudan-in" respectively) according to the definition of the "Law preventing unjustifiable actions by an organized crime group" (enforced on March 1, 1992), or a person related to them or a member of antisocial forces.
- (4) When the guest is a company or an organization, which is directly or indirectly managed by Boryokudan or a Boryokudan-in.
- (5) When the guest is a corporate customer, of which a board member is deemed a Boryokudan-in.
- (6) When the guest exercises violence, intimidation or extortion or makes an unreasonable request in coercive manner to the Hotel or Hotel's personnel (employee). Or when the guest makes an unreasonable request which is deemed exceeding the reasonable level or when he/she is deemed to be the person who has previously acted in such manner.
- (7) When the guest is heavily drunk or in the similar condition and deemed likely to annoy other guests or when he/she has actually annoyed other guests.
- (8) When the Hotel is unable to provide accommodation due to natural calamities and/or other causes of force majeure.

- (9) When the Guest does not observe prohibited actions such as smoking in bed, mischief to the fire-fighting facilities and other promotions of the Use Regulations stipulated by the Hotel (restricted to particulars deemed necessary in order to avoid the causing of fires).

**Article 7-2.** Should the Hotel cancel the Accommodation Contract in accordance with the preceding paragraph, the Hotel shall not be entitled to charge the guest for any services during the contractual period which he 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
- (2) Except Japanese, nationality, passport number, port and date of entry in Japan
- (3) Date and estimated time of departure
- (4) Other particulars deemed necessary by the Hotel

**Article 8-2.** Should the Guest intend to pay his Accommodation Charges prescribed in Article 12 by any means other than Japanese currency, such as traveler's cheques, coupons or credit cards, these credentials shall be shown in advance at the time of the registration prescribed 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 3:00 p.m. to 11:00 a.m. of 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.

**Article 9-2.** 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, following extra charges shall be applied.

- (1) 11:00 a.m. - 1:00 p.m. 30% of room charge
- (2) 1:00 p.m. - 3:00 p.m. 50% of room charge
- (3) After 3:00 p.m. 100% of room charge

### Observance Of Use Regulations

**Article 10.** The Guest shall observe the Rules and Regulations established by the Hotel, which are posted within the premises of the Hotel.

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### Business Hours

**Article 11-1.** The business hours of the main facilities, etc. of the Hotel are as follows, and those of other facilities, etc. shall be notified in detail by brochures as provided, notices displayed in each place, service directions in guest rooms and others.

- (1) Service hours of the front desk, cashier's desk, etc.
  - Open 24 hours
  - Front desk service : 24 hours
  - Exchange service : 24 hours
- (2) Service hours for dining, drinking, etc. (Last orders time)
  - Restaurant BARKT 1st floor
  - 7:00 a.m. – 10:00 p.m.

**Article 11-2.**

The business hours specified in the preceding paragraph are subject to temporary changes due to unavoidable causes. In such a case, the Guest shall be informed by appropriate means.

### Payment Of Accommodation Charges

**Article 12-1.** The breakdown of the Accommodation Charges, etc. that the Guest shall pay is as listed in the Attached Table No.1.

**Article 12-2.** Accommodation Charges, etc. as stated in the preceding paragraph shall be paid with Japanese currency or by any means other than Japanese currency such as traveler's cheques, coupons or credit cards recognized by the Hotel at the front desk at the time of the arrival of the Guest or upon request by the Hotel.

**Article 12-3.** Accommodation Charges shall be paid even if the Guest voluntarily does not utilize the accommodation facilities provided for him by the Hotel and are at his disposal.

### 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 where such damage has been caused due to reasons for which the Hotel is not liable.

**Article 13-2.** The Hotel takes all possible measures to maintain the buildings fire fighting equipment. The Hotel is also covered by Hotel Liability Insurance for fire and/or other disasters.

### Handling When Unable To Provide Contracted Rooms

**Article 14-1.** The Hotel shall, when unable to provide contracted rooms, arrange accommodation of the same standard elsewhere for the Guest insofar as practicable with the consent of the Guest.

**Article 14-2.** When arrangement for other accommodation can not 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 be liable to compensate the Guest.

### Handling Of Deposited Articles

**Article 15.** The Hotel shall compensate the Guest for the damage when loss, breakage or other damage is caused by the Hotel 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, provided, however, that the amount of compensation is limited to the coverage amount of Innkeepers General Liability Insurance.

## Custody Of Baggage And/OR Belongings Of The Guest

**Article 16-1.** When the baggage of a Guest is brought into the Hotel before his arrival, the Hotel shall be liable to keep it only should request have been accepted by the Hotel. The baggage shall be handed over to the Guest at the front desk at the time of his check-in.

**Article 16-2.** When the baggage or belongings of the Guest are found left after this check-out, and the ownership of the article is confirmed, the Hotel shall inform the owner of the article left 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, and after this period the Hotel shall turn it over to the nearest police station.

**Article 16-3.** The Hotel's liability in regard to the custody of a Guest's baggage and belongings in the case of the preceding two paragraphs shall be assumed in accordance with the provisions of Paragraph 1 of the preceding article in the case of Paragraph 1, and with the provisions 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 the Guest 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. 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.

## 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 Of Charges 1

TABLE OF CHARGES FOR LODGING AND MISCELLANEOUS EXPENSES  
[Regarding Item 1 of Article 2 and Item 1 of Article 12]

Total Amount to be paid by a Registered Guest
Accommodation charges
( 1 ) Basic Accommodation Charges (Room Charge or Room Charge + Breakfast Charge [when included in the basic room charge])
Additional Charges
( 2 ) Food and Beverage Charges (excluding meals included in the Basic Accommodation Charges) and other relevant charges.
Tax
Accommodation Tax

Notes:

In the event the relevant tax laws are modified, the latest modified version shall be applicable to all charges listed above.

### ATTACHED TABLE OF CHARGES 2

Contracted Number of Guests	Individuals	Group	
	1 to 14	15 to 99	100 and more
Date when Cancellation of Contract is Notified	1 to 14	15 to 99	100 and more
No Show	100%	100%	100%
Accommodation	80%	80%	100%
1 Day Prior to Accommodation Day	20%	20%	80%
9 Days Prior to Accommodation Day	/	10%	20%
20 Days Prior to Accommodation Day	/	/	10%

Cancellation Charge for Hotels (Ref. Paragraph 2 of Article 6)

Remarks:

1. The percentage signifies the rate of cancellation charge to the day of the rate.
2. When the number of days contracted is shortened, a cancellation for the first day shall be paid by the Guest regardless of the number of days shortened.
3. When the Hotel receive no contact from the Guest until 10 pm on arrival day (or 2 hours past from ETA), the Hotel shall regard the reservation is cancelled by the Guest, and release the reservation.
4. Different cancellation charges may apply with some accommodation plans. Please check your package plan for details.
5. When the transportation to the Hotel is cut off by a disaster, the cancellation charge shall not be charged.

## RULES

To ensure pleasant circumstances throughout the hotel and to maintain good public order. Article 10 of the "TERMS AND CONDITIONS FOR ACCOMMODATION CONTRACTS" states, "The Guest shall observe the Rules and Regulations established by the Hotel, which are posted within the premises of the Hotel." Further, the Holiday Inn OSAKA NAMBA reserves the right to refuse or to cancel the occupancy of a room and/or the use of any other hotel facilities to any guest who fails to comply with the "Rules and Regulations" listed herein.

### For Personal Safety

1. Although the outside doorknob of every guest room locks automatically, you are requested to verify that the door is completely locked whenever leaving your room.
2. To ensure a speedy and safe evacuation in the event of fire or natural calamity, you are requested to refer to the instructions posted on the inside of your room door to acquaint yourself with the location of the "Emergency Exits" closest to your room.
3. Upon entering your room, please verify that the safety lock is set and that the door latch is in place. In the event someone seeks entry, it is strongly recommended that before opening the door you look through the scope set into the door to ensure that the visitor is someone known to you or else is someone who can properly be identified.
4. You are requested to notify the Front Desk immediately in the event of any unusual occurrences or if any unidentified persons are seen to be loitering around.
5. Meeting with visitors in your room is against hotel policy. For that purpose, please use the lobby or any of the public facilities of the hotel.
6. Please fill in your name, address, telephone number, place of employment, and other miscellaneous information requested by the Hotel.

### To Prevent Fire

1. Other than those provided by the hotel, the use of cooking utensils is prohibited.
2. You are requested to refrain entirely from smoking in bed or in any other place within the hotel where fire may occur.
3. Fireworks, incense sticks, candles, and other inflammable items are specifically forbidden to be used within the hotel.

### Valuables

To prevent the loss of money, jewelry, or other valuables, it is strongly recommended that they are placed in the safety deposit boxes that are available in your guestroom. We do not take responsibility for lost valuables.

### Unclaimed Articles

Except when there is a forwarding address or else specific instructions for their disposal have been received, unclaimed articles and laundry will be kept for a maximum of 7 days. Following that time, articles and laundry remaining unclaimed will be handled in accordance with the laws of the Police Department.

### Payment Of Hotel Charges

1. The hotel has the right to request a deposit upon checking-in.
2. Accounts presented for payment must be settled immediately.
3. With the exception of "Travelers Cheques," no cheques will be accepted for payment or changed into currency.
4. The hotel assumes absolutely no responsibility for the payment of any incidental guest expenses such as but not limited to shopping charges, tickets, taxi fares, or postage.

## Miscellaneous

1. The following articles are forbidden in the hotel:
  - a. Animals and birds. (excluding guide dogs)
  - b. Gasoline, explosives, or any other inflammables.
  - c. Offensive smelling items.
  - d. Illegally owned guns and swords.
  - e. Excessively bulky objects.
  - f. Any substance or article whose possession and/or use is prohibited by Japanese law.
2. Gambling and similar offenses against public order are prohibited. To avoid disturbing other guests, you are requested to avoid making loud noises or singing loud.
3. Without the specific consent of the hotel management, you may use neither your room nor the lobby as an office, for private parties, or for any other such activity.
4. Persons not registered by the Guest during reservation and or check in is prohibited from the Guest room.
5. The distribution of advertising material or solicitous literature is prohibited within the hotel.
6. Without the specific consent of the hotel management, the rearrangement of hotel facilities and/or furnishings is prohibited.
7. To maintain an attractive exterior appearance, it is against hotel policy for guests to display objects in windows or to hang items from them.
8. Guests are requested to ensure they do not leave their belongings either in the lobby or in the corridors. Please note that slippers, "geta" Japanese wooden clogs, are not appropriate within the hotel. Umbrellas may either be placed in an umbrella box at the entrance or deposited in the cloak room.
9. The ordering of meals and drinks which must be delivered from outside the hotel is not permitted.
10. It is against hotel policy to go out of your room dressed in a pajama or wearing slippers.
11. Except in the case of emergency or for unavoidable reasons, the use of emergency exits and entry into areas marked "Private" is not permitted.
12. Except with the specific consent of either their parents or guardians, minors are not permitted to stay at this hotel.
13. You will be required to pay full compensation for:
  - a. Any and all damages you may inflict upon any part of the hotel.
  - b. Contamination for which you bear responsibility.
  - c. Any loss suffered by the hotel for any acts, omissions or negligence caused by Guest.
14. A service surcharge is added to all outside telephone calls made from your room.

# RULES

## Provisions For Articles In Custody

### **Article 1. Applications**

Hotel takes custody of those articles and belongings of guest who is staying or to be staying at this Hotel under herein contained provisions pursuant to paragraph Articles 15 of Terms and Conditions for Accommodation Contracts.

### **Article 2. Period of Custody**

- 2.1 The period of custody shall run from the day upon which an article is put into custody of this Hotel until designated date of return.
- 2.2 The designation date of return shall be within 30 days from the day upon which the article was put into custody of this Hotel.
- 2.3 If no such designation of date is made, the period of custody shall run for 30 days beginning on the day the article was put into custody.

### **Article 3. Prohibited Articles**

Articles such as but not limited to, jewelry, valuables, dangerous objects, perishables, fragile articles, plants, animals and wooden goods can not be put into custody.

### **Article 4. Claimant**

The claimant of the article in custody be either the guest who requested custody or a person by the guest who requested custody.

### **Article 5. Confirmation of Claimant**

The claimant shall submit the Claim Certificate to the clerk of this Hotel in charge of the article in custody at the time he claims the return of the article. In the event that the claimant is a third party appointed by the guest who requested custody of the article, submission of the Claim Certificate will not be necessary. However this Hotel may require him to submit proof that he is correct claimant. The clerk shall in his/her reasonable determination release the article to the person claiming the article in custody. The Hotel shall thereafter have no further responsibility with respect to the article claimed.

### **Article 6. Compensation for Damage**

- 6.1 This Hotel shall not be responsible for any loss, destruction, deterioration or other damage to the article in custody which has occurred by reason of force majeure as the term is commonly defined.
- 6.2 Any person using the custody service shall have a duty to compensate for any damage incurred by this Hotel and/or any third party if such damage is due to the destruction or deterioration of the article in custody or any other reasons for which the said person is responsible.

### **Article 7. Disposition of Article in Custody**

- 7.1 If the claimant does not claim the article in custody within 7 days after the expiration of the period of custody, all article(s) in custody shall be deemed abandoned and the Hotel shall dispose of the article(s) as it deems fit.
- 7.2 The cost of the disposition described in the paragraph immediately above shall be borne by the person who requested custody provided that any proceeds of said disposition shall be off-set against the costs of disposition.

### **Article 8. Emergency Steps**

This Hotel may take emergency steps which are appropriate under the circumstances in the following events :

- (a) Demand by legal authorities that the article in custody be opened or otherwise disposed of.
- (b) Fire, abnormality in the condition of the article or other exigent circumstances.

### **Article 9. Governing Language**

These Provisions are written both in Japanese and English. In the event of any inconsistency or difference between the two versions of these Provisions, the Japanese version shall prevail in all respects.

### **Article 10. Jurisdiction and Applicable Laws**

Any dispute arising from or in relation to these Provisions shall be referred to the Japanese court having jurisdiction over the location of this Hotel and resolved in accordance with applicable Japanese Laws.



IHG® CLEAN PROMISE



'We are committed to high levels of cleanliness. That means clean, well-maintained, clutter-free rooms that meet our standards. If that is not what you find when you check in, please contact Reception and we promise to make it right.'



Notation based on the Specified Commercial Transaction Act

Company Name	OW Hotel Operations Co., Ltd.
URL	<a href="https://www.hiosakanamba.com/">https://www.hiosakanamba.com/</a>
Representative	Representative Director: Junichi Araki
Address	Ebisu Neonato, 4-1-18, Ebisu, Shibuya-ku, Tokyo 150-0013, JAPAN
Email Address	info@hiosakanamba.com
Consideration for the Service	Depended on each course. For details, please refer to each accommodation course.
Timing of payment and means of paying the consideration for the Service	<p>Payment at Front Desk: Accommodation charges shall be paid in cash or by credit card at the time of check-in or upon request by the Hotel (Please contact us if you intend to use other payment methods, such as gift certificates)</p> <ul style="list-style-type: none"> <li>• Payment by credit card in advance: Accommodation charges shall be paid in a lump sum by credit card at the time of completion of an online reservation</li> </ul>
Time at which the services will be provided	The services will be provided on the accommodation day.
Refund	Accommodation charges cannot be refunded after check-in.
Cancellation Charge	<ul style="list-style-type: none"> <li>• cancellation after 2 days prior to accommodation day: 20% of accommodation charges</li> <li>• cancellation after 1 days prior to accommodation day: 80% of accommodation charges</li> <li>• No stay without prior announcement: 100% of accommodation charges</li> </ul> <p>※ Cancellation charge may change depending on the accommodation plan.</p>
Contact	Holiday Inn Osaka Namba TEL: 81-6-6212-7999