Terms and Conditions of Accommodation Contract

■ Scope of Application:

Article 1.

- 1. Accommodation contracts and related contracts to be entered into by HOTEL MELDIA OSAKA HIGOBASHI shall be in accordance with these provisions, and particulars not provided in these provisions, shall be made in accordance with the law and customary practices.
- 2. Notwithstanding the foregoing provisions, HOTEL MELDIA OSAKA HIGOBASHI may enter into special agreements to the extent that they will not be in conflict with the law and customary practices.

■ Application for Accommodation Contract:

- Article 2. 1. Guests who wish to apply for an accommodation contract at the HOTEL MELDIA OSAKA HIGOBASHI will be required to provide the following information:
 - (1) Name of the Guest:
 - (2) Date of accommodation and estimated time of arrival;
 - (3) Telephone Number:
 - (4) Other particulars deemed necessary by HOTEL MELDIA OSAKA HIGOBASHI.
 - 2. If the guests apply for the continuation of accommodation beyond the date of the preceding subparagraph (2) during their stay, HOTEL MELDIA OSAKA HIGOBASHI will provide a new accommodation contract when the request is made.

■ Establishment of Accommodation Contract:

- Article 3. 1. The accommodation contract will have been established when HOTEL MELDIA OSAKA HIGOBASHI accepts the application of the preceding article.
 - * However, this does not apply when it has been proven that HOTEL MELDIA OSAKA HIGOBASHI has not accepted the application.

■ Rejection of Accommodation Requests:

HOTEL MELDIA OSAKA HIGOBASHI shall be at liberty not to accept the conclusion of an Accommodation Contract if any of the following arise:

- 1. When the accommodations requested do not come under these provisions.
- 2. When HOTEL MELDIA OSAKA HIGOBASHI is fully booked and there are no rooms available.
- 3. When it is feared that the person desiring the accommodations may use the accommodations in a manner contrary to that provided under the law or maintenance of public peace and good morals.
- 4. When the person desiring the accommodations can be clearly detected as having contracted an infectious disease.
- 5. When the hotel is requested to bear a special burden, as regards to the accommodations.
- $When \ HOTEL \ MELDIA \ OSAKA \ HIGOBASHI \ is \ incapable \ of \ providing \ accommodations \ due \ to \ disasters \ and/or \ any \ facilities \ that \ breakdown.$
- When the Guest seeking accommodation falls under any of the following (1) to (3).
 - When the Guest seeking accommodation is a member of an organized crime group, a member of a corporation/organization related to an organized crime group or an associate therewith or other antisocial forces (hereinafter referred to as "an organized crime group or other (1) antisocial forces")(1991 Law No. 77).
 - 2 When the Guest seeking accommodation is a member of a corporation or other organization the business activities of which are under control of an organized crime group or a member of an organized crime group.
 - 3 When the Guest seeking accommodation is a member of a corporation that has officers who fall under the designation "member of an organized crime group".
- When the guest can not comply with our payment policy.
- When the Guest engages in prohibited actions such as smoking in bed, tampering with firefighting facilities or other acts prohibited under the Use Regulations stipulated by the Hotel.

■ Registrations of Names etc.:

Article 5

When HOTEL MELDIA OSAKA HIGOBASHI has accepted a request for accommodations (herein-after called request for accommodation reservation) in advance of the day of occupancy, it may request the person making the reservation to clarify the following particulars, within a designated period.

- Name, sex, nationality and occupation of the person occupying the accommodations.
- 2. Other particulars deemed necessary by HOTEL MELDIA OSAKA HIGOBASHI.

■ Reservation Deposit:

Article 6.

When HOTEL MELDIA OSAKA HIGOBASHI has accepted a request for reservation of accommodations, it may request the payment of a deposit, limited to the charge for the accommodations for the period of stay (when the period of stay is over 3 days, it shall be for 3 days) within a designated period.

■ Cancellation of Reservation:

When the person making the reservation cancels the whole or part of the reservation made, HOTEL MELDIA OSAKA HIGOBASHI shall receive payment for the breach of agreement, charge, shown on a separate chart.

Article 8.

- 1. HOTEL MELDIA OSAKA HIGOBASHI has the right to cancel the reservation for accommodation under the following circumstances, unless otherwise specified.
 - (1) When it comes under clauses 3 to 7 of Article 4.
 - ② When the clarification of particulars in cause 1 of Article 5, has been requested but not complied with within the designated period.
 - 3 When payment of the reservation deposit stipulated in Article 6, has been requested but not complied with within the designated period.
- 2. When HOTEL MELDIA OSAKA HIGOBASHI has cancelled the reservation for accommodation, in accordance with the foregoing paragraph, it shall refund any deposit received for the reservation.

■ Registration:

Article 9.

- 1. Guests are requested to register the following particulars with HOTEL MELDIA OSAKA HIGOBASHI at the front desk on the day of their arrival.
- 1. Particulars stated in clause 1 of Article 5.
- 2. In the case of a foreigner, their passport number, place of entry and date in Japan.
- 3. Date and hour of departure.
- 4. Other particulars deemed necessary by HOTEL MELDIA OSAKA HIGOBASHI.

■ Check-in Time:

Article 10.

- 1. The check-in time at HOTEL MELDIA OSAKA HIGOBASHI shall be after 3:00 p.m.
- 2. In the case a guest wants to check-in before 3:00 p.m. and HOTEL MELDIA OSAKA HIGOBASHI can accommodate the guest, an additional fee will be charged per hour.

■ Check-out Time:

Article 11.

- 1. The check-out time is 11:00 a.m. Guests are requested to vacate their room prior to that time.
- 2. Guest may extend their check-out time, however there will be an additional fee that will be charged per hour.

■ Payment:

Article 12.

- 1. Payment of bills shall be made in cash or credit card at the front casher at the check—in time or at the time which HOTEL MELDIA OSAKA HIGOBASHI require the bill to be paid.
- 2. Guests will be asked to pay for the room from the commencement of occupancy, even when they voluntarily choose not to use the room.

■ Observance of Rules:

Article 13.

Guest are requested to observe and follow the rules established by HOTEL MELDIA OSAKA HIGOBASHI on the premises.

■ Rejection of Continued Occupancy:

Article 14.

HOTEL MELDIA OSAKA HIGOBASHI may refuse the continued occupancy of the room, even for the period accepted, in the following circumstances:

- 1. When the Guest is deemed liable to conduct herself/himself in a manner that will contravene the law, or act against the public order or good morals in regard to her/his accommodation.
- 2. When the Guest seeking accommodation falls under any of the following (1) to (3).
 - When the Guest seeking accommodation is a member of an organized crime group, a member of a corporation/organization related to an organized crime group or an associate therewith or other antisocial forces (hereinafter referred to as "an organized crime group or other antisocial forces").
 - When the Guest seeking accommodation is a member of a corporation or other organization the business activities of which are under control of an organized crime group or a member of an organized crime group.
 - 3 When the Guest seeking accommodation is a member of a corporation that has officers who fall under the designation "member of an organized crime group".
- 3. When the behavior of the Guest seeking accommodation is likely to significantly disturb other guests.
- 4. When the Guest seeking accommodation can be clearly detected as carrying an infectious disease.
- 5. When the Guest seeking accommodation reacts in a violent and demanding manner or when a burden exceeding the reasonable range is requested.
- 6. When the Hotel is unable to provide accommodation due to natural calamities, malfunction of the facilities or other unavoidable causes.
- When the Guest engages in prohibited actions such as smoking in bed, tampering with firefighting facilities or other acts prohibited under the Use Regulations stipulated by the Hotel.

If the hotel cancels the accommodation contract in accordance with the preceding paragraph, accommodation services that the guest has not yet received, will not be charged.

■Responsibility on Accommodations:

Article 15.

1. HOTEL MELDIA OSAKA HIGOBASHI's responsibility concerning the guests accommodation, begins from the moment the guest is registered at the front desk or upon entry to the room (whichever is the earliest), and the conclusion of responsibility is when the guest vacates the room.

- 2. In the event the guest can no longer be accommodated due to reasons for which HOTEL MELDIA OSAKA HIGOBASHI is responsible for, HOTEL MELDIA OSAKA HIGOBASHI will arrange to secure accommodations of the same or similar standards for the guest at facilities elsewhere. In such a case, there will be no charge to the guest for the accommodations at HOTEL MELDIA OSAKA HIGOBASHI for the day.
- 3. HOTEL MELDIA OSAKA HIGOBASHI does not take any responsibility for hereunder of occasioned by war, natural calamites, fire, or any other causes beyond the control of HOTEL MELDIA OSAKA HIGOBASHI.

■ Governing Language:

Article 16.

In the event of any inconsistency or difference between the Japanese, English and Chinese version of these provisions, the Japanese versions shall prevail in all respects.

■ Provisions for Breach-of-Contract Charges:

Article 17.

Ordinary Guests

- 1. If the reservation is cancelled two (2) to three (3) days prior to the date of intended occupancy: thirty percent (30%) of the first day's accommodation shall be charged per person.
- 2. If reservation is cancelled the day prior to the date of intended occupancy: fifty percent (50%) of the first day's accommodation shall be charged per person.
- 3. If reservation is cancelled on the day of the date of intended occupancy, or guests do not contact the hotel, a hundred percent (100%) of the first day's accommodation shall be charged per person.

Group Guests (Over 8 members or Over 5 rooms)

- 1. If reservation is cancelled from nine(9) to three (3) days prior to the date of intended occupancy: thirty percent (30%) of the first day's accommodation shall be charged per person.
- 2. If reservation is cancelled the two (2) days prior to the date of intended occupancy: fifty percent (50%) of the first day's accommodation shall be charged per person.
- 3. If reservation is cancelled the day prior to the date of intended occupancy: eighty percent (80%) of the first day's accommodation shall be charged per person
- 4. If reservation is cancelled on the day of the date of intended occupancy, or guests do not contact the hotel, a hundred percent (100%) of the first day's accommodation shall be charged per person.