

Revisions to the CANDEO HOTELS Group Accommodation Contracts and Terms of Service

Effective on and after February 2022

Accommodation Contracts

		Until January 31, 2022	On and After February 1, 2022
5	Refusal of Accommodation Contracts	If you engage in violence, threats, extortion or coercive demands against our hotel or its employees.	If you engage in assault, threats, extortion or coercive unreasonable demands, or significantly rude or violent behavior against the Hotel's facilities or employees;
7	The Hotel's Right to Cancel Accommodation Contracts	If our hotel is unable to provide accommodation due to natural disasters or other unavoidable circumstances.	If accommodation cannot be provided due to any force majeure, including, but not limited to, natural disasters, major malfunctions or spread of infectious diseases;
		If you do not observe the rules and prohibited actions stated in our hotels (restricted to acts that are related to necessities for fire prevention) such as by smoking in your guest room or by inappropriately using fire safety equipment.	If you do not observe the prohibited matters stated in the Terms of Service (the "TOS") established by the Hotel (limited to those necessary to prevent fires), such as smoking in any place other than a guest room where smoking is expressly allowed or the designated smoking areas, smoking in bed, or vandalizing or inappropriately using firefighting equipment, etc.;
		If you are recognized as a member of or affiliated with an organized crime group, or a member of any other anti-social force or movement.	If you engage in assault, threats, extortion or coercive unreasonable demands, or significantly rude or violent behavior against the Hotel's facilities or employees; or
		—	2. If the cancellation pursuant to the preceding paragraph is due to reasons attributable to you, we may claim against you compensation for damage caused to us.
9	Available Hours of Guest Room	When staying for one night, you are able to use your guest room in our hotel from 3pm to 10am of the following morning.	You may use the contracted guest room of the Hotel until the time specified by us unless otherwise specified as an accommodation plan.
11	Business Hours	Front desk: 24 hours	The business hours of the main facilities of the Hotel shall be described in brochures, pamphlets, service directories inside the guest rooms, and notices inside the premises of the Hotel.
15	Handling of Deposited Goods	Candeo Hotels will not compensate you for any damages relating to the lose, break, or otherwise damage of goods, cash, or valuables, unless this damage is proven to have been caused intentionally or due to negligence from the hotel.	1. The Hotel shall compensate for any loss or damage to the goods that you have deposited with the front desk unless such loss or damage is due to force majeure; provided, however, that with regard to cash, expensive goods or valuables of which the type and value have not been declared by you in advance, the Hotel shall compensate you for the damages up to the limit of one hundred and fifty thousand (150,000) yen.
		—	2. The Hotel shall compensate for any loss or damage caused by its intentional or negligent act to the goods, cash, or valuables that you have brought into the Hotel but not deposited with the front desk; provided, however, that with regard to those of which the type and value have not been declared by you in advance, the Hotel shall compensate you for the damages up to the limit of one hundred and fifty thousand (150,000) yen, except through its intentional act or gross negligence.
16	Custody of Your Baggage or Belongings	When any baggage or belongings of a guest are left in a guest room after check-out, Candeo Hotels will check to see if the item has an identifiable owner. If so, we will contact the owner and either keep this item in our storage, or send it to a police station to be picked up	In the event your baggage or belongings are left in the Hotel after you have checked out, the Hotel shall, in principle, wait for an inquiry from the owner for instructions. If no instruction is given by the owner, the Hotel shall keep the baggage or belongings for three (3) days including the date of discovery, and then cash, expensive goods or valuables thereof shall be brought to the nearest police station and other articles shall be disposed of from time to time at the discretion of the Hotel. Provided, however, that articles that impair the sanitary environment, such as food and drink, newspapers, magazines, umbrellas, and the like shall be disposed of promptly in accordance with the prescribed procedures of the Hotel.
		—	4. If your baggage or belongings remain in the room after the checkout time on the checkout date, the Hotel shall contact you and ask for a prompt checkout. If there is no contact with you or you do not check out promptly, the Hotel may, at its discretion, move your baggage or belongings from the room and shall handle or dispose of them in accordance with Paragraph 2 of this article. In this case, the Hotel's liability for the custody of the baggage or belongings moved from the room shall be subject to the provision of Paragraph 2 of the preceding article.
17	Liabilities for Parking	—	2. The Hotel shall not be liable for theft, loss or damage of any vehicle, its attachments or loads in any affiliated parking lot that is not managed by the Hotel.
19	Severability	—	In the event any part of this T&C, the TOS or any other rules or regulations established by the Hotel (the "T&C, etc.") is held to be invalid under applicable laws or regulations, such invalidity shall not affect the validity of the remaining provisions thereof.
20	Governing Law	—	The validity, interpretation and performance of the T&C, etc. shall be governed by the laws of Japan.
21	Jurisdiction	—	All disputes arising out of, or in connection with, the accommodation contract or any agreement related thereto entered into between the Hotel and you, or the T&C, etc. shall be submitted to the exclusive jurisdiction of the Tokyo District Court in the first instance.
22	Language	—	The T&C, etc. made and established in Japanese shall be authentic. Even if a translation thereof is furnished for your reference, only the Japanese original shall have effect, and the translation shall not be binding upon the parties hereto.
23	Amendment of the T&C, etc.	—	1. The Hotel may, at its discretion, amend the T&C, etc. in the cases that fall under any of the following items: i. If the amendment of the T&C, etc. conforms to the general interests of guests; or ii. If the amendment of the T&C, etc. is not contrary to the purpose of the accommodation contract and is reasonable in light of its necessity, adequacy of the amended content, its content, and other matters pertaining to it. 2. Any amendment of the T&C, etc. shall be effective as of the effective date stated at the time when the amended provisions are posted or displayed on the prescribed website or otherwise.

Revisions to the CANDEO HOTELS Group Accommodation Contracts and Terms of Service

Terms of Service

		OLD	NEW
1	The Use of Guest Rooms (5)	Please note that even if staying at the hotel for an extended period, this cannot be claimed as legal residency.	A long-term stay shall not give rise to any right of lease or residence, or other legal rights relating to residence.
2	Room Key (2)	—	Be sure to keep the door on the latch by using the "door latch" during your stay and bedtime.
	Room Key (3)	If you lose your room key, you shall pay 1,000 yen (1,100 yen including tax) for the card key, or 10,000 yen (11,000 yen including tax) for the cylinder key as the cost of re-creation of the room key.	If you lose your room key, you shall pay 1,000 yen (1,100 yen including tax) for the card key, or 10,000 yen (11,000 yen including tax) for the cylinder key as the cost of re-creation of the room key.
5	Valuables	Be sure to hold onto any valuables and expensive items to ensure their safety.	Do not store valuables or expensive goods in the room, but be sure to wear them on your way.
9	Payment	—	You may not enter the guest room before payment of accommodation charges, etc., except as specifically permitted by us.
		—	Even in the cases where accommodation charges, etc. are to be paid by a person other than you, such as a package tour organized based on a corporate contract or by a travel agency or any other agent, if we do not receive the payment by the specified payment date, you may not stay at the Hotel, except for the case where you directly pay the accommodation charge, etc.
12	Prohibited Behavior	—	The following matters shall be prohibited in the Hotel Facilities. In the event of any of the following, we may immediately decline your use of the Hotel Facilities and have you depart therefrom even after your booking is concluded or during use of the Hotel Facilities. In this case, we shall not refund or indemnify you therefor. We also may report or consult with the police, fire department, or other relevant organizations to prevent troubles, dangers, etc.
	Prohibited Behavior (4)	—	Smoking in the Hotel Facilities (except in guest rooms where smoking is expressly allowed and in designated smoking areas).
	Prohibited Behavior (5)	—	Breaking or damaging any facility, furniture, fixture, equipment or other goods in the Hotel Facilities, changing the existing status thereof, moving them or taking them out of the Hotel Facilities.
	Prohibited Behavior (11)	—	Taking photographs or movies for business use, whether for profit or not, in the Hotel Facilities, or making photographs and movies taken in the Hotel Facilities publicly available for business use, whether for profit or not, without our permission.
	Prohibited Behavior (12)	—	Use of the Hotel Facilities for purposes other than those specified by us, such as accommodation, eating and drinking, without our permission.
	Prohibited Behavior (13)	—	Any other act deemed inappropriate by us.
14		—	The Hotel Facilities may not be available due to unavoidable circumstances, such as natural disasters, major malfunctions, spread of infectious diseases, establishment, revision or abolition of laws and regulations, orders, dispositions, instructions or advices by the government, local governments and other public authorities, acts of dispute, accidents or failures of transportation or communications lines or other force majeure, or unexpected situations including, but not limited to failures of our facilities.