

mesm Tokyo, Autograph Collection

Terms and Conditions for Accommodation

(Scope of Application)

Article 1.

1. Contracts for accommodation and related agreements (including contracts for day use, etc., hereinafter referred to collectively as “Accommodation”, “Accommodation Contracts”) to be entered into between this Hotel and the Guest (refers to all guests using a guest room at the hotel) to be accommodated shall be subject to these Terms and Conditions. Any particulars not provided herein shall be governed by laws and regulations (“laws and regulations,” or those based on laws and regulations. The same shall apply hereinafter) and/or generally accepted practices.
2. In the case when the Hotel has entered into a special contract with the Guest in so far as such special contract does not violate laws and regulations and generally accepted practices the special contract shall take precedence over the provisions of these Terms and Conditions, notwithstanding the preceding Paragraph.

(Application for Accommodation Contract)

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 (i) Basic Accommodation Charge, (ii) Service charge, and (iii) Consumption tax listed in the Attached Table No. 1).
 - (4) Other particulars deemed necessary by the Hotel.
2. If Guests request to extend their stay, during their stay, 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.
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 set by the Hotel within the limits of Basic Accommodation Charges covering the Guest's entire period of stay by the date specified by the Hotel.

3. The deposit shall be first used for the Total Accommodation Charge to be paid by the Guest, secondly for cancellation charges under Article 6 and thirdly for reparations under Article 18 as applicable. The remainder, if any, shall be refunded at the time of payment for accommodation as stated in Article 12.
4. If the Guest fails 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.
2. In the case when the Hotel has not requested payment of the deposit as stipulated in Paragraph 2 of the preceding Article and/or has not specified the date of payment of the deposit at the time the application for an Accommodation Contract has been accepted, it shall be treated as though the Hotel has accepted a special contract prescribed in the preceding Paragraph.

(Request for cooperation in infection control measures at facilities)

Article 5. The Hotel may request cooperation from the person who intends to stay at the hotel in accordance with the provisions of Article 4-2, Paragraph 1 of the Hotel Business Act (Act No. 138 of 1948).

(Refusal of Accommodation Contracts)

Article 6. The Hotel may not accept the conclusion of an Accommodation Contract under any of the following circumstances. However, this paragraph does not mean that the Hotel may refuse accommodation in cases other than those listed in Article 5 of the Hotel Business Act.

- (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 there is no vacancy.
- (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 person who intends to stay at this hotel is deemed to fall under any of the following items (a) through (c).

(a) Organized Crime Groups as defined in Article 2, Item 2 of the Act on Prevention of Unjust Acts by Organized Crime Groups (Act No. 77 of 1991) (hereinafter referred to as "Organized Crime Groups"), members of organized crime groups as defined in Article 2, Item 6 of the same article (hereinafter referred to as "Members of Organized Crime Groups"), associate members of organized crime groups or persons related to organized crime groups, or other antisocial groups.

(b) When the person is an organized crime group or a corporation or other organization whose business activities are controlled by an organized crime group or a member of an organized crime group.

(c) When the person is a corporation whose officers fall under Members of Organized Crime Groups.

(5) When the person is behaving in such a manner as to be an annoyance to other guests.

(6) When a person who intends to stay at this hotel is a patient, etc. of a specified infectious disease as defined in Article 4 -2, paragraph 1, item 2 of the Hotel Business Act (hereinafter referred to as "patient, etc. of specified infectious disease").

(7) When the Guest seeking accommodation has made violent demands of, or carried out violent acts against, the Hotel or its employees, or has requested the Hotel to assume an unreasonable burden. (Excluding cases where the person seeking accommodation requests the removal of social barriers pursuant to the provisions of Article 7, Paragraph 2 or Article 8, Paragraph 2 of the Act (Act No. 65 of 2013. Hereinafter referred to as the "Act on Elimination of Discrimination against Persons with Disabilities") on Promotion of Elimination of Discrimination on the Basis of Disability.).

(8) When the person who intends to stay in the Hotel has repeatedly made a request to the Hotel as specified in Article 5 -6 of the Enforcement Regulations of the Hotel Business Act as a request whose burden is excessive in its implementation and which may seriously impede the provision of accommodation-related services to other guests.

(9) When the person who intends to stay at this hotel has committed an act of assault, injury, intimidation, extortion, intimidating unreasonable demands, or any other act similar thereto.

(10) When the person who intends to stay at this hotel has committed an act of customer harassment.

(11) When minors stay alone without the permission of their guardians.

(12) When the Hotel is unable to provide accommodation due to natural calamities, malfunction of facilities and/or other unavoidable causes.

(13) When the case falls under the provisions of the Hotel Business Law Enforcement Ordinance or other regulations established by the local government in the area where the Hotel is located.

(Explanation of refusal to conclude a contract of accommodation)

Article 7. The person who intends to stay may request the Hotel to explain the reasons for its refusal to enter into a contract of accommodation in accordance with the preceding article.

(Right to Cancel Accommodation Contracts by the Guest)

Article 8.

1. The Guest is entitled to cancel the Accommodation Contract by notifying the Hotel.
2. If the Guest has cancelled 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 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, in the case when a special contract as prescribed in Paragraph 1 of Article 4 has been concluded, the same shall apply only when the Guest is informed of the obligation of payment of cancellation charges in case of cancellation by the Guest.
3. If the Guest does not appear by 6 pm. of the accommodation date (without advance notice hours after the expected time of arrival if the Hotel is notified), the Hotel may regard the Accommodation Contract as being cancelled by the Guest.

(Right to Cancel Accommodation Contract by the Hotel)

Article 9. The Hotel may cancel the Accommodation Contract under any of the following circumstances. However, this paragraph does not mean that this hotel may refuse accommodation in cases other than those listed in Article 5 of the Hotel Business Act.

- (1) 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 it is recognized that the Guest falls under any of the following items (a) through (c).
 - (a) When the Guest is a crime group, a member of a crime group, a quasi-constituent of a crime group, or a person related to a crime group, or any other antisocial group.
 - (b) When the Guest is a juridical person or other organization whose business activities are controlled by a crime group or a member of a crime group.
 - (c) When the person is a corporation whose officers fall under Members of Organized Crime Groups.
- (3) When the Guest is behaving in such a manner as to be an annoyance to other guests.
- (4) When the Guest is a patient, etc. of specified infectious disease.
- (5) When the Guest who intends to stay at the accommodation commits a violent demand

act or asks for a burden exceeding a reasonable range with regard to the accommodation (except when the guest requests the removal of social barriers as provided in Article 7, paragraph 2 or Article 8, paragraph 2 of the Act on Elimination of Discrimination against Persons with Disabilities).

- (6) When the Guest repeatedly makes a request to this hotel that is so burdensome in its implementation that it may seriously impede the provision of accommodation-related services to other guests, as specified in the Article 5-6 of the Enforcement Regulations of the Hotel Business Act.
 - (7) When minors stay alone without the consent of their guardians, or when it is found that minors are staying alone.
 - (8) When the Guest has committed an act of assault, injury, intimidation, extortion, intimidating unreasonable demands, or any other act similar thereto.
 - (9) When the Guest has committed an act of customer harassment.
 - (10) When the Hotel is unable to provide accommodation due to natural calamities and/or other causes of force majeure.
 - (11) When the case falls under the provisions of the Hotel Business Law Enforcement Ordinance or other regulations established by the local government in the area where the Hotel is located.
 - (12) When the Guest smokes in a non-smoking area.
 - (13) When the Guest does not observe prohibited actions such as smoking in bed, tampers with fire-fighting facilities, or otherwise breaches Hotel Regulations stipulated by the Hotel.
2. If the Hotel has canceled the Accommodation Contract in accordance with the preceding Paragraph, the Hotel may exempt the Guest from charges for any accommodation services, etc., not yet received.

(Explanation of Cancellation of Accommodation Contract)

Article 10. In the event that the Hotel cancels the accommodation contract in accordance with the preceding article, the Guest may request an explanation of the reasons for such cancellation.

(Registration)

Article 11.

- 1. The Guest shall register the following particulars the Front Desk of the Hotel on the day of accommodation:
 - (1) Name, address, and contact information of the Guest(s).
 - (2) Nationality and passport number for foreigners who do not have a domicile in Japan.

(3) Departure date.

(4) Other particulars deemed necessary by the Hotel.

2. In the case the Guest is a foreigner who does not have a domicile in Japan, the Guest shall present their passport and allow the Hotel to make a copy thereof, etc.
3. In the case the Guest intends to make payment for the charges in accordance with Article 15 by any means other than Japanese currency, such as coupons, credit cards, code payment, or electronic money, etc., the Guest shall present them in advance at the time of registration in accordance with the preceding paragraph.

(Occupancy Hours of Guest Rooms)

Article 12.

1. The Guest is entitled to occupy the contracted guest room of the Hotel from 3 p.m. to noon of the next day. However, in the case the Guest is accommodated continuously, the Guest may occupy the room all day long, except for the days of arrival and departure. Guests may be asked to wait until after 3 p.m. to occupy the contracted guest room in cases such as guest room maintenance, etc.
2. The Hotel may, notwithstanding the provisions stipulated in the preceding paragraph, permit the Guest to use the room outside the hours specified in the same paragraph. In such cases, the Hotel shall apply the prescribed extra charge. Please note that the extra charge will vary depending on room type and length of extension. However, the Hotel may be unable to accommodate such a request in certain situations, such as when the Hotel is fully booked and there is no vacancy.
3. The Hotel may change the hours of occupancy of Paragraph 1 for unavoidable reasons. In such case, the Hotel will notify the Guest in an appropriate manner.

(Observance of Hotel Regulations)

Article 13. The Guest shall observe the Hotel Regulations established by the Hotel. Hotel Regulations are posted within the premises of the Hotel.

(Business Hours)

Article 14. The business hours of the main facilities, etc. of the Hotel shall be notified in notices displayed in the Hotel premises, in guest rooms and others. These hours are subject to temporary changes due to unavoidable causes of the Hotel. In such a case, the Guest shall be informed by appropriate means.

(Payment of Accommodation Charges)

Article 15.

1. The explanation of accommodation charges, etc. that the Guest shall pay is as listed in the attached Table No. 1.
2. Accommodation charges, etc., as stated in the preceding Paragraph shall be paid at the Front

Desk at the time of the Guest's departure or upon request by the Hotel in Japanese currency, or by other means approved by the Hotel in lieu of Japanese currency, such as coupons, credit cards, code payment, electronic money, etc. However, this shall not apply if special circumstances occur.

3. Accommodation charges shall be paid even if the Guest voluntarily does not utilize the accommodation facilities provided for him/her by the Hotel.

(Liabilities of the Hotel)

Article 16.

1. The Hotel shall compensate the Guest for 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 cases where such damage has been caused due to reasons for which the Hotel is not liable.
2. The Hotel is covered by Hotel Liability Insurance to deal with unexpected fire and/or other disasters.

(Handling when Unable to Provide Contracted Rooms)

Article 17.

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.
2. When arrangement of other accommodation cannot 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 reparations. However, when the Hotel cannot provide accommodation due to causes for which the Hotel is not liable, the Hotel will not compensate the Guest.

(Handling of Deposited Articles)

Article 18.

1. The Hotel shall compensate for Guest damages when loss, breakage, or other damage occurs to goods, cash, or valuables deposited at the front desk by the Guest, except in the case when such damage is caused by force majeure. However, for cash and valuables, when the Hotel has requested the Guest for an appraisal of the kind and value and the Guest has failed to do so, the Hotel shall compensate the Guest up to a maximum of 150,000 yen, except in cases of willful misconduct or gross negligence of the Hotel.
2. The Hotel shall compensate the Guest for damages when loss, breakage or other damage is caused, through intent or negligence on the part of the Hotel, to the goods, cash or valuables brought onto the premises of the Hotel by the Guest but are not deposited at the Front Desk.

However, in the event that the type and value of the Guest's property or cash and valuables have not been disclosed in advance, the Hotel shall compensate for damages up to 150,000 yen, except in the case of intent or gross negligence on the part of the Hotel.

(Custody of Baggage and/or Belongings of Guest)

Article 19.

1. When the baggage of the Guest is brought into the Hotel before his/her arrival, the Hotel shall be liable to store it only in the case when such a request has been accepted by the Hotel prior to his/her arrival, and shall hand the baggage to the Guest upon check-in at the front desk.
2. When the Guest requests the Hotel to keep his/her baggage or personal effects for a certain period of time upon check-out, the Hotel will keep it responsibly only when the Hotel agrees to do so. However, the Hotel does not keep cash or valuables.
3. If the Guest leaves behind baggage or belongings after checking out, in principle, the Hotel will wait for the Guest to make an inquiry to ask for his/her instructions. If the Guest does not make an inquiry or provide instructions, the Hotel will discard the baggage or belongings after 30 days from detection (the day following the day of detection in the case of food, beverages, cigarettes, magazines, damaged bags, etc.). Baggage or personal effects that have been notified or instructed by the owner but are not collected by the due date shall be kept for 90 days from the date of notification or instruction.
4. The Hotel's liability in regards to the custody of the Guest's baggage and belongings in the case of the preceding three Paragraphs shall be in accordance with the provisions of Paragraph 1 of the Preceding Article in the case of Paragraph 1 and Paragraph 2. In the case of the preceding Paragraph, the Hotel shall not assume any liability except in the case of intent or gross negligence on the part of the Hotel.

(Liability in Regard to Parking)

Article 20. 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 damage caused through intent or negligence on the part of the Hotel in regards to the management of the parking lot.

(Liability of the Guest)

Article 21. The Guest shall compensate the Hotel for damage caused through intent or negligence on part of the Guest.

(Use of Wi-Fi and Other Networks)

Article 22. The Hotel may provide the use of Wi-Fi or other networks for the convenience of the

Guest. The Guest shall use the network at their own risk. The Hotel does not guarantee the transmission speed, transmission quality, security, etc. In addition, the Hotel may suspend, stop or restrict the provision of the service for maintenance, repair, etc., of the network without prior notice.

(Governing law)

Article 23. Any and all disputes arising under these Terms and Conditions will be resolved in accordance with Japanese law in the Japanese court with jurisdiction over the location of the Hotel.

(Governing language)

Article 24. These Terms and Conditions have been provided in both Japanese and English. If there is any discrepancy between the Japanese version and a version in another language, the Japanese version will take precedence.

Attached Table No.1 Calculation Method for Accommodation Charges (Ref. Paragraph 1 of Article 2 and Paragraph 1 of Article 15)

		Contents
Total amount payable by the Guest	Accommodation Charges	(1) Basic Accommodation Charge (Room charge including breakfast and other food and beverage expenses) (2) Service charge ((1) × 15 %) (3) Consumption tax (4) Accommodation tax (imposed by local government)
	Food and beverage charge	(5) Food and beverages (Excluding those included in (1)) (6) Service charge ((5) × 15 %) ※20 % on In Room Dining (7) Consumption tax
	Other	(8) Other charges incidental to accommodation (9) Consumption tax

Remarks:

1. Accommodation charge at the time of confirmation of reservation in Attached Table No. 2 is the total of (1) Basic room charge, (2) Service charge and (3) Consumption tax above.
2. The accommodation tax and consumption tax mentioned above shall be in accordance with the revised provisions of the tax laws and ordinances when they are revised.
3. Accommodation tax and consumption tax shall be subject to tax-exclusive method.

Attached Table No. 2 Cancellation Charge for Hotel (Ref. Paragraph 2 of Article 8)

Date when cancellation of contract is noticed

Contracted number of Guests Up to 7 people

No Show	On the Day	1 Day Prior to Accommodation Day
100 %	100 %	100 %

Remarks:

1. The cancellation charge will be calculated from the day when we receive the notice of cancellation of the contract from the Guest.
2. % is the percentage of the room charge when the reservation is confirmed based on Attached Table No.1.
3. The cancellation charge may vary depending on the reservation route and accommodation plan. For details, please refer to the reservation site/travel agency's policy or contact the Hotel.
4. When the number of days contracted is shortened, the cancellation charge for the first day of the cancelled period shall be paid by Guest regardless of the number of days shortened.

Contracted Group (more than 10 Rooms / 1 night or more)

No Show	On the Day	1 Day Prior to Accommodation Day	2 to 7 days prior to accommodation	from 8 days to 14 days prior to accommodation	from 15 days to 30 days prior to accommodation
100 %	100 %	100 %	100 %	50 %	30 %

mesm Tokyo, Autograph Collection Hotel Regulations

To ensure the public nature and safety of the hotel, we kindly request our guests to adhere to the following regulations based on Articles 9 and 13 of the Terms and Conditions for Accommodation.

1. Please do not use heating appliances, cooking appliances, or personal irons brought into the rooms.
2. All rooms in this hotel are non-smoking. Smoking is permitted only in designated areas. Additionally, please refrain from any other activities that may cause fire hazards.
3. Please refrain from bringing the following items into the hotel premises: i) Animals or birds (including pets). ii) Items emitting strong odors. iii) Flammable or volatile substances such as gunpowder or volatile oils. iv) Firearms, swords, or blades not lawfully possessed.
4. Please refrain from engaging in gambling or behavior that disturbs public morals or causes inconvenience to other guests within the hotel premises.
5. Please do not escort visitors to the guest room corridors or rooms.
6. Please refrain from using hotel facilities for purposes other than accommodation, such as for offices, sales offices, exhibition spaces, or as filming locations for commercial videos.
7. Please refrain from distributing advertising materials to other guests within the hotel premises.

8. Please do not order or bring in food or beverages from outside the hotel.
9. We are unable to store items such as artworks or antiques.
10. Unless otherwise specified, laundry and lost items left in our custody will be stored for 90 days after your departure.
11. Please refrain from displaying items that may detract from the appearance of the hotel facade near the windows.
12. Please store cash and valuables during your stay in the in-room safe provided. We also have safety deposit boxes available at the front desk.
13. In case of an emergency, please check the evacuation route map posted on the inside of your guest room door and the emergency exits on each floor.
14. Please note that, under the Pharmaceuticals and Medical Devices Act, the hotel is prohibited from providing medicine to guests.
15. Except in emergencies or unavoidable circumstances, please do not enter employee-only areas, emergency stairwells, rooftops, machine rooms, etc.
16. Regarding guest room occupancy: Capacity is set at one adult per bed (two adults for king-size beds), and one child (12 years old or younger) sharing a bed with an adult stays free of charge. Sharing a bed with a child is not permitted on extra beds. As guest capacity is registered with the local fire department, your understanding and compliance are requested. Please inquire separately regarding children's rates.
17. Requests regarding facilities and items within the hotel:
 1. Please do not use them for purposes other than their intended use.
 2. Please do not take them outside of the hotel.
 3. Please do not move or modify them elsewhere.
18. Please do not use guest rooms for purposes other than accommodation.
19. We reserve the right to refuse hotel accommodation immediately in the following cases:
 1. When acts of violence, threats, extortion, coercive unjust demands, or similar behavior are observed.
 2. When guests using our hotel appear physically or mentally weakened, incapable of ensuring their own safety due to medication, alcohol consumption, or other reasons, or when they may pose a danger or cause feelings of fear or anxiety to other guests.
 3. When there are loud noises, singing, disturbances, or other behaviors causing annoyance or discomfort to others within the premises or guest rooms, or when acts of gambling or behavior contrary to public order and morals are observed.
20. In the following cases, additional charges will be applied separately from the accommodation fee:
 1. If damage or theft of hotel property is identified.
 2. If special cleaning beyond the normal use of the hotel is required due to food or beverage spillage, vomiting, blood, bodily fluids, or other substances.
 3. If smoking or evidence of smoking is detected within the hotel premises.

21. For consecutive stays, room cleaning will be conducted between 10:00 AM and 5:00 PM. Even if the 'Privacy Sign' (Do Not Disturb sign) is displayed all day, for security purposes, entry will be made and room cleaning will be conducted every third day of the stay for hygiene reasons.
22. Please exercise the utmost care to avoid intentionally or negligently dropping items from the guest room and any attached balcony or similar areas. In the event of personal or property damage caused by the falling of items, whether intentional or accidental, guests will be responsible for compensation or other liabilities.
23. When applying for special rates as specified by Marriott, guests are required to present and submit various documents as requested by the hotel. The hotel will strictly adhere to Marriott's instructions, perform rigorous verification, and take strict measures against any fraudulent activity.
24. To ensure your peace of mind, our hotel complies with applicable laws and credit card company regulations. Please note that the use of credit card shopping limits for the purpose of cashing is prohibited by law and credit card company terms, and we cannot accept such transactions.

(ア) While we provide services as a business partner of Marriott according to Marriott's stipulations, we may not be able to accommodate requests for unreasonable or excessive complimentary services due to Marriott Bonvoy status. We will not serve guests if their behaviors or actions are considered as Customer Harassment, as defined in the Policy Regarding Customer Harassment for JR East Japan Group.
25. In accordance with the Policy Regarding Customer Harassment for JR East Japan Group, we define customer harassment as complaints or behaviors from customers where the validity of the request cannot be recognized, or where the means or manner to fulfill such requests are socially inappropriate when considering their validity. Furthermore, if such means or manners pose a risk of harming the working environment of employees at our hotel, we will not respond to the customer. Additionally, if malicious behavior is identified, we will consult with appropriate authorities such as the police or lawyers and handle the situation rigorously.

WE RESERVE THE RIGHT TO REFUSE SERVICE IF THERE ARE ANY OTHER ACTS SIMILAR TO THE ABOVE.

In addition, if you discover any suspicious individuals or items, please contact the front desk.

For Our Environments

Our hotel is committed to environmental conservation (CO2 reduction obligations), so we would greatly appreciate your cooperation with the following:

- ・ Please inform us if you do not require cleaning during your consecutive stays.
- ・ If there are any amenities in your room that you do not need during the consecutive cleaning, please let us know.
- ・ Room cleaning is not provided during single-night stays.
- ・ For consecutive stays, cleaning is provided once per night of stay.