

## **Terms and Conditions for Accommodation Contracts**

### **Article 1. SCOPE OF APPLICATION**

1. Accommodation Contracts and related agreements to be entered into between this Hotel and the Guest to be accommodated (including Guests who have made reservations for accommodation through travel agencies; hereinafter, the “Guest”) shall be subject to these Terms and Conditions (hereinafter, these “Terms and Conditions”). Any particulars not provided for herein shall be governed by laws and regulations or generally accepted practices.
2. In the case when the Hotel has entered into a special contract with the Guest insofar as such special contract does not violate laws and regulations or generally accepted practices, such special contract shall take precedence over the provisions of these Terms and Conditions notwithstanding the preceding Paragraph.
3. Guests shall be deemed to have agreed to these Terms and Conditions at the time of the application for Accommodation Contracts (including accommodation reservation through travel agencies).

### **Article 2. APPLICATION FOR ACCOMMODATION CONTRACT**

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) Dates of accommodation and estimated time of arrival;
  - (3) Accommodation Charges;
  - (4) Other particulars deemed necessary by the Hotel
2. In the case when the Guest requests for an extension of his/her accommodation beyond the date in subparagraph (2) of the preceding Paragraph during his/her stay, the Guest shall be regarded to have made an application for a new Accommodation Contract at the time that he/she makes such request.

### **Article 3. CONCLUSION, ETC. OF ACCOMMODATION CONTRACT**

1. An Accommodation Contract 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 the Hotel proves that it has not accepted the application.

2. When an Accommodation Contract has been concluded in accordance with the provisions of the preceding Paragraph, the Guest is deemed to have consented to the Privacy Policy stipulated by the Hotel.
3. When an Accommodation Contract has been concluded in accordance with the provisions of the preceding Paragraph, the Guest is requested to pay, by the date specified by the Hotel, an accommodation deposit fixed by the Hotel within the limits of the Accommodation Charges covering the Guest's period of stay.
4. The deposit shall be appropriated firstly to the Total Accommodation Charges to be paid by the Guest, and in the event of the occurrence of circumstances subject to application of the provisions of Articles 6 and 18, it shall then be appropriated to the cancellation charges and then to the compensatory damages in such order, and the remaining amount (if any) shall be refunded upon the payment of the Accommodation Charges pursuant to the provisions of Article 12.
5. When the Guest fails to pay the deposit stipulated in Paragraph 3 by the date specified by the Hotel, the Accommodation Contract shall lose effect. However, the same shall apply only in the case where the Guest is informed by the Hotel to such effect upon specification of the payment due date of the deposit.

**Article 4. SPECIAL CONTRACTS NOT REQUIRING ANY ACCOMMODATION DEPOSIT**

1. Notwithstanding the provisions of Paragraph 3 of the preceding Article, the Hotel may enter into a special contract not requiring any accommodation deposit referred to in the same Paragraph, after the Accommodation Contract has been concluded.
2. In the case when the Hotel does not request the payment of the deposit referred to in Paragraph 3 of the preceding Article, or does not specify the payment due date of the deposit at the time that it accepts the application for an Accommodation Contract, the Hotel shall be treated as having accepted the special contract referred to in the preceding Paragraph.

**Article 5. REFUSAL TO CONCLUDE ACCOMMODATION CONTRACT**

1. The Hotel may refuse to accept the conclusion of an Accommodation Contract in any of 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 guest room is available;
- (3) When the Guest seeking accommodation is deemed likely to conduct acts that contravene laws or regulations, public order or good morals, in relation to his/her accommodation;
- (4) When the Guest seeking accommodation can be recognized as having various symptoms under laws regarding the prevention of infectious diseases or medical treatment for patients carrying infectious diseases;
- (5) When the Hotel is requested to assume a burden exceeding a reasonable scope in relation to the Guest's accommodation;
- (6) When the Hotel is unable to provide accommodation due to Acts of God, malfunction of the facilities or other unavoidable causes;
- (7) When a person requesting Hotel accommodation is deemed likely to cause significant nuisance to other guests due to intoxication, etc., or when a Guest conducts acts or states words in such a manner as to be a significant nuisance to other guests;
- (8) When the hotel identifies the Guest as being a person related to an anti-social organization; or
- (9) When it would otherwise cause interference with the normal operations of the Hotel.

#### **Article 6. GUEST'S RIGHT OF CANCELLATION OF CONTRACT**

1. The Guest is entitled to cancel the Accommodation Contract by so notifying the Hotel.
2. In the case when the Guest has canceled the Accommodation Contract in whole or in part due to the Guest's own convenience or a cause for which the Guest is liable (except in the case when the Hotel has requested the payment of the accommodation deposit upon specifying the payment due date pursuant to the provisions of Paragraph 2 of Article 3 and the Guest has canceled the Accommodation Contract before the payment thereof), the Guest shall pay cancellation charges as listed in the Table No.1 below pursuant to the provisions of the "Matters Which Should Be Described, and Matters Which May Not Be Described, in Accommodation Reservation Contracts With Individual Guests" publicly notified by the Tourism Bureau, MOTC. However, in the case when a special contract referred to in Paragraph 1 of Article 4 has been concluded, the same shall apply only when the Hotel notifies the Guest of his/her payment obligations of the cancellation charges in case of cancellation of the

Accommodation Contract by the Guest.

Table No.1 Cancellation charges

Contracted Number of Rooms		Date when Cancellation of Contract is Notified			
		No show	Accommodation Day	2 Day prior to Accommodation Day	4 Day prior to Accommodation Day
Individual	Less than 7	100%	100%	50%	–
Group	More than 8	100%	100%	※	※

Remarks:

1.% Is based on the rate of basic accommodation penalty.

2.When the number of days contracted is shortened, cancellation charge for the first day shall be paid by the Guest regardless of the number of days shortened.

3.Two days before the accommodation date is after 0:00 Taiwan time.

\*Based on contract

3. In the case when the Guest does not arrive by 6 p.m. of the accommodation date (or if the Hotel is notified of such expected time of arrival, by the time 2 hours after the expected time of arrival) without advance notice by the Guest, the Hotel may regard that the Accommodation Contract has been canceled by the Guest.

#### Article 7. CANCELLATION OF CONTRACT BY HOTEL

1. The Hotel may cancel the Accommodation Contract under any of the following cases, even when an Accommodation Contract has been concluded pursuant to Paragraph 1 of Article 3:
  - (1) When the Guest is deemed likely to conduct, or is deemed to have conducted, acts that contravene the Use Regulations, laws and regulations, public order or good morals, in relation to his/her accommodation;
  - (2) When the Guest can be recognized as having various symptoms under laws regarding the prevention of infectious diseases or medical treatment for patients carrying infectious diseases;
  - (3) When the Hotel is subjected to violent acts of request, or is requested to assume a burden exceeding a reasonable scope in relation to the Guest's accommodation;
  - (4) When the Hotel is unable to provide accommodation due to Acts of God or other causes of force majeure;
  - (5) When a person requesting Hotel accommodation is deemed likely to cause significant nuisance to other guests due to intoxication, etc., or when a Guest conducts acts or states words in such a manner as to be a significant nuisance to other guests;
  - (6) When the Guest does not observe prohibited matters such as smoking in bed, doing mischief to the firefighting facilities, or other matters prohibited under the

Use Regulations stipulated by the Hotel (limited to those necessary to prevent fires);

- (7) When the hotel identifies the Guest as being a person related to an anti-social organization.
2. In the case when the Hotel has canceled the Accommodation Contract in accordance with the preceding Paragraph, the Hotel shall not be entitled to charge the Guest for services which the Guest has not yet received. The Hotel shall not bear any indemnification liability for any damages caused by the cancellation.

#### **Article 8. REGISTRATION OF ACCOMMODATION**

1. The Guest shall register the following particulars at the Front Desk of the Hotel on his/her accommodation date. The Hotel shall present the accommodation period and the room type to the Guest upon registration.
  - (1) Name, telephone number, identification number, age, sex, address and occupation of the Guest(s);
  - (2) If the Guest is a foreigner, each of the particulars referred to in the preceding (1) other than identification number as well as a copy of his/her passport evidencing his/her nationality, passport number, place and date of entry in Japan;
  - (3) Date and estimated time of departure; and
  - (4) Other particulars deemed necessary by the Hotel.
2. In the case when the Guest intends to pay the Accommodation Charges referred to in Article 12 by means alternative to currency such as accommodation tickets or credit cards, these shall be shown at the time of registration referred to in the preceding Paragraph.
3. [The Hotel may request the Guest to make payment of the deposit at the time of registration referred to in Paragraph 1.]

#### **Article 9. OCCUPANCY HOURS OF GUEST ROOM**

1. The Guest is entitled to occupy the contracted guest room of the Hotel from 15:00 to 11:00 of the next day. 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.
2. Notwithstanding the provisions prescribed in the preceding Paragraph, the Hotel may permit the Guest to occupy the guest room beyond the time prescribed in the same Paragraph. In this case, extra charges shall be paid. The amount will vary according to the conditions, so please contact the Front Desk.

**Article 10. OBSERVANCE OF USE REGULATIONS**

When the Guest is within the Hotel, he/she shall observe the Use Regulations established, and displayed within the Hotel, by the Hotel.

**Article 11. OPERATING HOURS**

1. For operating hours of the main facilities, etc., of the Hotel, the Hotel shall notify the Guests by the pamphlets, etc. attached to the guest rooms as well as by displaying, etc. in various places.
2. The contents of the preceding Paragraph are subject to temporary changes due to unavoidable causes. In such case, the Hotel shall notify the Guests by an appropriate method.

**Article 12. PAYMENT OF CHARGES**

1. The Accommodation Charges that the Guest shall pay shall be as follows.

		Contents
Total amount be paid by the Guest	Accommodation Charge	① Basic Accommodation (Room Charge) ② Service charge (① x 10%)
	Extra Charge	③ Meals & Drinks and Other Expenses ④ Service Charge (③ x 10%)
	Tax	⑤ Sales tax

Remarks) If the tax law is revised, it will follow the revised regulations.

2. Accommodation Charges referred to in the preceding Paragraph shall be paid with currency or by any alternative means such as accommodation tickets, coupons, or credit cards recognized by the Hotel, at the Front Desk at the time of the departure of the Guest or upon request by the Hotel.
3. Accommodation Charges shall be paid even if the Guest voluntarily refrains from using the guest rooms provided to him/her by the Hotel and which are at available to him/her.

**Article 13. LIABILITY OF THE HOTEL**

1. The Hotel shall compensate the Guest for damages if the Hotel has caused damage to the Guest in the performance or non-performance of the Accommodation Contract and 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.

2. The Hotel has joined commercial general liability insurance in order to respond to fires, etc. in the case that such incidents occur.

**Article 14. HANDLING WHEN CONTRACTED GUEST ROOMS CANNOT BE PROVIDED**

1. The Hotel shall, when unable to provide contracted guest rooms, arrange another accommodation facility for the Guest, with the consent of the Guest, under conditions that are the same as much as possible.
2. When arrangement of another accommodation facility cannot be made notwithstanding the provisions of the preceding Paragraph, the Hotel shall pay the Guest a compensation fee equivalent to the cancellation charges separately determined by the Hotel, and the compensation fee shall be appropriated to the amount of compensatory damages. However, when the Hotel cannot provide accommodation due to causes for which the Hotel is not liable, the Hotel shall not compensate the Guest.

**Article 15. HANDLING OF DEPOSITED ARTICLES, ETC.**

1. The Hotel shall compensate the Guest for damages when damage such as loss or destruction is caused 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. However, for cash and valuables for which the Hotel requests a report of the type and value thereof and the Guest refuses to make such report, the Hotel shall compensate the Guest up to a maximum of NTD 40,000.
2. The Hotel shall compensate the Guest for damages when damage such as loss or destruction is caused, through willful misconduct or negligence on the part of the Hotel, to the goods, cash or valuables which are brought within the Hotel by the Guest, but are not deposited at the Front Desk. However, for articles of which the Guest fails to report the type and value thereof in advance, the Hotel shall compensate the Guest up to a maximum of NTD 40,000 except in the case that there is willful misconduct or grave negligence on the part of the Hotel.

**Article 16. CUSTODY OF BAGGAGE OR BELONGINGS OF THE GUEST**

1. When the Hotel keeps the baggage of the Guest prior to his/her accommodation, the Hotel shall take custody of such baggage at its responsibility only in the case

- when such a request has been accepted by the Hotel in advance. The baggage shall be handed over by the Guest at the time of his/her check-in at the Front Desk.
2. When the Hotel keeps the baggage of the Guest after his/her check-out, the Hotel shall take custody of such baggage at its own responsibility only in the case when such a request has been accepted by the Hotel. The Hotel shall hand over the baggage to the Guest when the Guest requests that the baggage be returned at the Front Desk.
  3. When the baggage or belongings of the Guest is found remaining at the Hotel after check-out and the owner of the article is confirmed, the Hotel shall inform the owner of the article remaining and ask for further instructions. However, when no instruction is given to the Hotel by the owner or when the owner is not confirmed, the Hotel shall handle it in accordance with laws and regulations.
  4. The Hotel's responsibility of the custody of the Guest's baggage and belongings in the case of the preceding three Paragraphs shall be assumed subject to application mutatis mutandis of the provisions of Paragraph 1 of the Preceding Article in the case of Paragraphs 1 and 2, and with the provisions of Paragraph 2 of the Preceding Article in the case of Paragraph 2.

#### **Article 17. LIABILITY FOR PARKING**

1. The Hotel shall not be liable for the management of the vehicle of the Guest when the Guest uses the parking lot of the Hotel as the Hotel simply offers the space for parking, notwithstanding whether or not the key of the vehicle has been deposited to the Hotel. However, upon managing the parking lot, the Hotel shall compensate the Guest if the Hotel inflicts damage by willful misconduct or negligence on the part of the Hotel.
2. The Hotel has entrusted the operations of the parking lot to a third party. Upon using the parking lot of the Hotel, the Guest shall observe the Terms of Use established by such operator.

#### **Article 18. LIABILITY OF THE GUEST**

When the Hotel suffers damage due to the Guest's act in violation of these Terms and Conditions or the Use Regulations, or willful misconduct or negligence, the Guest shall compensate the Hotel for the damages caused thereby.



**Article 19. AMENDMENTS TO THESE TERMS AND CONDITIONS**

These Terms and Conditions may be amended from time to time as necessary. If these Terms and Conditions are amended, the Hotel shall display the contents and effective date of the Terms and Conditions after amendment on the website or within the guest rooms of the Hotel.

**Article 20. GOVERNING LAW AND JURISDICTION**

The validity, construction and performance of these Terms and Conditions and other Use Regulations, etc., as well as dispute resolution, etc., shall be governed by the laws of Taiwan, and shall submit to the exclusive agreed jurisdiction of the Taipei District Court at the first instance.

**Article 21. COMPANY INFORMATION OF THE HOTEL**

1. The company information of the Hotel is as follows.
  - (1) Operation company name: JREFU Hotel Management & Consulting Co., Ltd
  - (2) Name of representative: Mitsuru Watanabe
  - (3) Address: No. 133, Sec.3, Nanjing E. Rd., Zhongshan Dist., Taipei City
  - (4) Tourism hotel operation license number: 1530
  - (5) Official website address: <https://taipei/metropolitan/tw>
  - (6) Representative telephone number: 02-7750-0900
  - (7) Representative facsimile number: 02-7752-0850
2. The hotline email address is as follows.
  - (1) Hotline email address: [info@metropolitan.tw](mailto:info@metropolitan.tw)

## Use Regulations

In order to ensure that guests have a safe and pleasant stay, every guest is required to cooperate with the following Use Regulations established by the Hotel in accordance with Article 10 of the Terms and Conditions for Accommodation Contracts .

If a guest does not comply with these Use Regulations, the Hotel may unavoidably choose to refuse further use by the guest of the guest room and other hotel facilities pursuant to Item 1 of Article 7 of the Terms and Conditions. Please note that the Hotel shall not bear responsibility for any accident caused by a guest's failure to cooperate.

1. Please do not bring to the guest room any heaters, cooking appliances, etc. that are likely to cause fire.
2. Please do not smoke within the guest rooms. Smoking within the Hotel should only be done within the established smoking spaces.
3. Please do not conduct any other acts which may cause fire.
4. Please review the "Emergency Exit Instructions" posted on the inside of the guest room door.
5. Please remember to carry your key with you and check whether the door is locked any time you leave your guest room (doors of the Hotel lock automatically.)
6. Please make sure your door is always closed during your stay. Please be sure to use the door latch whenever you stay in the guest room, particularly when you are sleeping. In the case of any visitors, please do not open the door carelessly, and please identify the visitor by partially opening the door while keeping the door latch engaged or by observing through the observation port. If there is a suspicious person, please contact the Duty Manager or hotel staff.
7. Please do not meet with visitors in your guest room after 10:00 pm.
8. For custody of cash and valuables during your stay, please use the safe deposit box attached to your guest room or deposit such articles at the Front Desk. The Hotel shall not compensate the damages even if the guest loses cash or valuables or experiences destruction or theft, except in the case that the damage such as loss or destruction, etc. occurred due to willful misconduct or negligence on the part of the Hotel. The Hotel is unable to accept for storage any items such as works of art or valuable antiques.
9. Unless otherwise specified, the Hotel shall handle the lost and found items in accordance with Article 16 Paragraph 3 of the Terms and Conditions for

Accommodation Contracts as a general rule.

10. Payment of accommodation charges may be made in cash, or alternative methods such as accommodation tickets, coupons, credit card, etc. accepted by the Hotel, at the time of check-out. However, please pay your bills whenever requested by the Front Desk during your stay, all bills to be due upon demand.
11. The Hotel does not accept payment by cheque.
12. When a guest wishes to change the number of accommodation dates, please contact the Front Desk personnel in advance. In the case of an extension of stay, please make payment of the accommodation charges up till that time.
13. Please show the case of the key to your guest room to the cashier when you sign bills at restaurants, bars, etc. within the Hotel.
14. You may be required by the Hotel to pay a deposit at the time of your arrival.
15. A 10% service charge and prescribed taxes shall be added to your bill. You are cordially requested not to give tips to the employees of the Hotel.
16. Please do not bring within the Hotel any of the following which may cause nuisance to other guests:
  - (1) Animals such as dogs, cats or birds, or pets in general (except for assistance dogs, etc.);
  - (2) Gunpowder or volatile oil likely to catch fire or ignite, or other dangerous products;
  - (3) Objects emitting a foul or strong odor;
  - (4) Unregistered firearms or swords;
  - (5) Baggage or goods of significantly large volume;
  - (6) Other objects of which the possession thereof is prohibited under laws and regulations.
17. Gambling, acts which are injurious to good morals or security, or acts which cause nuisance or annoyance to other guests are strictly prohibited within the Hotel.
18. Please do not use your guest room or the lobby, etc. for any purpose other than accommodation, such as sales activities or meetings (exhibitions, parties, etc.), without the approval of the Hotel.
19. Please do not order meals or drinks to be delivered from outside the Hotel.
20. Please do not hang or display any objects from the window of your guest room, which may impair the external appearance of the Hotel.
21. Please do not distribute advertisements or sell goods without the approval of the Hotel.
22. Please do not use equipment and fixtures other than at the prescribed locations

or for the intended purposes, or in a manner that significantly impairs their present conditions, within the Hotel.

23. Publication for business purposes of photographs, etc. taken within the Hotel without approval may be subject to legal action.
24. Please do not place any belongings in the lobbies or hallways of the Hotel.
25. Please do not go out to facilities other than your guest room such as hallways, lobbies, restaurants and bars, in yukata, pajamas or slippers.
26. Except in emergency situations or unavoidable circumstances, please do not enter facilities which are not for the use of guests, such as emergency staircases, roofs, penthouses, machinery rooms, etc.
27. Guests may be charged for any damage, contamination or loss to the building, furniture, fixtures and other goods which are attributable to willful misconduct or negligence on the part of the guest.
28. Please do not go out and leave minors unattended in the guest room or facilities within the Hotel.
29. Please do not throw away objects from the window of your guest room.
30. Guests may press the “Do Not Disturb” (DND) light in their entrance door hallway if they do not wish to be disturbed by hotel staff such as during their sleep. Even if the DND light is on, hotel staff may enter the guest room as emergency measures if we cannot make confirmations with the guest.