

Terms and Conditions for Accommodation Contracts

1. Scope of Application

Article 1.

1. Contract for Accommodation and related agreements to be entered into between Luxyz and the Guest to be accommodated shall be subject to these Terms and Conditions. Any particulars not entered provided for herein shall be governed by laws and regulations and/or generally accepted practices.
2. In the case where Luxyz has a special contract with the Guest, as far as such special contract does not violate laws and regulations and accepted practices, notwithstanding the preceding paragraph, the special contract shall take precedence over the provisions of these Terms and Conditions.

2. Application for Accommodation Contracts

Article 2.

1. A Guest who intends to apply for an Accommodation Contract with Luxyz shall notify Luxyz of the following particulars:
 1. Full name, residential address, and telephone number (or mobile phone number) and e-mail address -- for all Guests
 2. Date of accommodation (Check-in date and Check-out date)
 3. Passport copies -- for all Guests
 4. Nationality - for all Guests
 5. Occupation -- for all Guests /; and
 6. Other particulars deemed necessary by Luxyz

2. In the case where the Guest requests, during the 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.
3. Personal information obtained by Luxyz will be used in accordance with the "Privacy Policy."

3. Conclusion of Accommodation Contracts

Article 3.

1. A Contract for Accommodation shall be deemed to have been concluded when Luxyz has duly accepted the application as stipulated in the preceding Article. However, the contract shall not be deemed to have been concluded if it has been proved that Luxyz 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 requested to pay an accommodation fee fixed by Luxyz within the limits of the Basic Accommodation Charges covering the Guest's entire period of stay by the date specified by Luxyz.
3. The fee shall be first applied to the Total Accommodation Charges to be paid by the Guest, then secondly to the cancellation charges and compensation in this order on the occurrence of any event to which Article 6 or 18 applies, and the remainder, if any, shall be refunded at the time of the payment of the Accommodation Charges as stated in Article 12.
4. When the Guest has failed to pay the fee by the date required as stipulated in Paragraph 2, Luxyz shall treat the Accommodation Contract as invalid. However, the same shall apply only in the case where the Guest is thus informed by Luxyz when the period of payment of the fee is specified.

4. Refusal of Accommodation Contracts

Article 4.

Luxyz shall have the right not to accept the conclusion of an Accommodation Contract under any of the following cases:

1. When the application for accommodation does not conform to the provisions of these Terms and Conditions;
2. When Luxyz is fully booked and no room is available;
3. When the Guest seeking accommodation is deemed liable to conduct himself in a manner that would contravene the laws or act against the public order or good morals regarding the accommodation;
4. Any persons disturbing the peaceful operation of Luxyz, such as using violent words/actions towards our employees and/or other guests, holding up our employees or interfering with their work.
5. When the person staying has any of the following reasons:
 1. According to the Act on Prevention of Unfair Acts by Organized Crime Group Members (Act 77, 1991), gangsters and their affiliates, or other related parties (hereinafter referred to as "gangsters").
 2. Corporations or other organizations whose business activities are controlled by and members of an organized crime groups, etc.
 3. Corporations or their members whose officials are part of organized crime groups, etc.
6. When the Guest seeking accommodation is clearly determined to be carrying an infectious disease;
7. Any persons making violent or excessive demands, such as:
 1. Demanding services not provided by Luxyz.
 2. Demanding services which violate laws and public morals.
 3. Demanding a post-booking discount without justifiable reason.
 4. Demanding any other services which exceed reason.
8. Any persons using abusive language, assault, threats, or causing fraudulent acts against our employees and/or other guests.

9. Any persons writing untruthful content/slander on social media, bulletin boards about our employees and/or other guests.
10. When accommodation cannot be provided due to natural disasters, facility problems or other unavoidable reasons.
11. Any persons causing significant inconvenience due to consumption of alcohol (in accordance with prefectural regulations).
12. Any persons who have previously caused trouble with Luxyz.

5. Right to Cancel Accommodation Contracts by Guests

Article 5.

1. The Guest is entitled to cancel the Accommodation Contract by so notifying Luxyz.
2. If the guest cancels the booking either in part or in whole before payment due to reasons out with the Luxyz's control, then Luxyz retains the right to notify the guest of the obligation to pay, as per Article 4, Paragraph 1 (excluding cases where Luxyz has requested a fee, as per Article 3, Paragraph 2).
3. If a Guest does not appear by 8 p.m. on the check-in date (or two hours after the expected time of arrival if Luxyz has been notified) and has not notified Luxyz in advance, Luxyz may regard the Accommodation Contract as having been canceled by the Guest.

6. Right to Cancel Accommodation Contracts by Guests

Article 6.

1. If the below are found to be true after making the reservation or during the stay, Luxyz reserves the right to cancel the booking.
 1. Any persons who have committed illegal acts, acts against public order or good morals and/or acted against requests from public offices.

2. Any persons disturbing the peaceful operation of Luxyz, such as using violent words/actions towards our employees, holding up our employees or interfering with their work.
3. When any of the following reasons apply to any persons under the accommodation booking contract and/or persons using Luxyz's accommodation.
 1. Any person who is part of and/or related to someone in organized crime groups, etc.
 2. Corporations or other organizations whose business activities are controlled by and members of an organized crime groups, etc.
 3. Corporations or their members whose officials are part of organized crime groups, etc.
 4. Guests who behave in a way which causes significant inconvenience to other guests
4. When the Guest seeking accommodation is clearly determined to be carrying an infectious disease;
5. Any persons making violent or excessive demands, such as:
 1. Demanding services not provided by Luxyz.
 2. Demanding services which violate laws and public morals.
 3. Demanding a post-booking discount without justifiable reason.
 4. Making threats, extortion, or fraudulent acts against any of our employee.
 5. Writing untruthful content/slander on social media, bulletin boards about our employees.
 6. Being intimidating and unreasonable when making excessive demands.
 7. Any acts similar to those specified in 1 to 7.
6. When Luxyz is unable to provide accommodation due to natural calamities and/or other causes of force majeure;
7. Any persons causing significant inconvenience due to consumption of alcohol (in accordance with prefectural regulations).
8. Any persons smoking in the Guest room, tampering with firefighting equipment, or does not comply with any prohibitions set by Luxyz.
9. In the case where Luxyz has cancelled the Accommodation Contract in accordance with the preceding paragraph, Luxyz shall not be entitled to charge the Guest in the future for any of the services during the contractual period that were not received.

7. Registration

Article 7.

1. The Guest shall register the following particulars by the day of accommodation:

1. Name, residential address, phone number (or mobile phone number), e-mail address, and occupation, of all Guest(s)
2. Nationality, passport number, and port and date of entry into Japan (if the Guest is not of Japanese nationality);
3. In addition to the preceding item, a copy of the passport (if the Guests do not have a domicile in Japan):

(FYR: https://www.mhlw.go.jp/stf/seisakunitsuite/bunya/O000130600_00001.html)
4. Date and estimated time of departure; and
5. Companion's name
6. Other particulars deemed necessary by Luxyz.

8. Occupancy Hours of Guest Rooms

Article 8.

1. Please refer to the "check-out" section of Luxyz welcome guide for the hours which the guests can use the rooms. Please note that for consecutive stays it is possible to use the rooms all day, except for the arrival and departure days.
2. Luxyz may, notwithstanding the provisions prescribed in the preceding paragraph, permit the Guest to occupy a room beyond the time prescribed in the same paragraph. In such case, the Guest shall pay the following additional charges:
 1. Until 3 p.m.: 30% of the room charge
 2. Until 6 p.m.: 50% of the room charge
 3. After 6 p.m.: 100% of the room charge

*We may not be able to provide accommodation if we are fully booked.

9. Observance of House Regulations

Article 9.

1. The Guest shall observe the House Regulations established by Luxyz, which are filed on the accommodation premises.

10. Business Hours

Article 10.

1. The business hours of Luxyz's services and facilities shall be indicated in the brochures provided, in-house facilities in guest rooms and notices displayed in various locations.
2. The business hours can be subjected to temporary changes due to unavoidable causes of Luxyz. In such a case, the Guest shall be informed by appropriate means.

11. Payment of Accommodation Fee and Charges

Article 11.

1. The breakdown and method of calculation of the Accommodation and other Charges to be paid by Guests are specified in Attached Table No.
2. The Accommodation and other Charges referred to in the preceding paragraph shall be paid upon request by Luxyz. Payments shall be made in cash or by means other than cash, such as credit cards, which are recognized by Luxyz.
3. Once accommodation facilities have been made available by Luxyz, the Accommodation Charges shall be paid even if the Guest voluntarily chooses not to utilize the facilities.

12. Liabilities of Luxyz

Article 12.

1. Luxyz shall compensate the Guest for any damage if Luxyz has caused such damage to the Guest during its performance of, or by its nonfulfillment of, the Accommodation Contract and/or related agreements. However, this provision shall not apply if such damage has been caused by a reason(s) not attributable to Luxyz.

13. Handling When Unable to Provide Contacted Rooms

Article 13.

1. Luxyz shall, when unable to provide the contracted rooms, arrange accommodation of the same standard elsewhere as far as practicable with the consent of the Guest.

2. When arrangement of other accommodation cannot be made notwithstanding the provisions of the preceding paragraph, Luxyz shall pay the Guest Compensation equivalent to the cancellation charges. Through such payment, Luxyz shall be deemed to have fulfilled its obligation to compensate for the damages incurred by the Guest. However, if Luxyz's inability to provide accommodation is not the result of a cause(s) attributable to Luxyz, Luxyz will not pay Compensation to the Guest.

14. Liability of the Guest(s)

Article 14.

1. The Guest shall compensate Luxyz for damage caused through intent or negligence on part of the Guest.

15. Valuables

Article 15

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

16. Custody of Baggage or Belongings of the Guest

Article 16.

1. When the baggage of the Guest is brought into the accommodation before the Guest's arrival, Luxyz shall be liable to keep it only in the case when such a request has been made in advance, and the address is correctly confirmed. The baggage shall be handed over to the Guest at the time of check-in.
2. If baggage or belongings are left at the accommodation after check-out, Luxyz will wait for the guest to enquire about the item. If no enquiry has been received from the guest, valuable items will be delivered to the nearest police station within seven days (including the date of discovery). Any other items will be disposed of after three months. Items such as food and drink, cigarettes, magazines, items which may harm the environment, broken items or items equivalent to waste will be disposed of the next day.
4. If any cost is involved in handing an item back to its owner, the owner will be held responsible for the cost.
5. If a guest either intentionally or negligently leaves personal belongings which require a disposal fee, such as oversized garbage, in the guest room, public areas or other areas of the accommodation, Luxyz reserves the right to charge this amount to the guest. Luxyz also reserves the right to assume the item was left intentionally and dispose of the item if the owner does not contact Luxyz within one week from the check-out date.

17. Governing Language

Article 17.

1. 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

18. Jurisdiction and Applicable Laws

Article 18.

1. Disputes concerning accommodation booking contracts between Luxyz and the guest shall be governed by Japanese law. The Tokyo District Court of the Tokyo Summary Court shall be the agreed jurisdictional court of first instance.

19. Change of Accommodation Contract

Article 19.

1. Luxyz may change the agreed accommodation under the following circumstances:

1. When the changes benefit the guest.
2. When the change does not go against the original agreement and remains reasonable.
2. When changing the agreement, Luxyz must notify the guest at least two weeks prior to the effective date.

Changes to the terms and condition will be posted on the website.

20. Internet Usage

Article 20.

1. Usage of Internet shall be at the guest's own risk. Service may be interrupted or terminated without notice due to system failure or other reasons.
2. Luxyz will not be held responsible for interrupted service due to system failure or other reasons which cause any damage to the guest. Luxyz will request compensation for any inappropriate usage of the internet which results in damage to Luxyz or a third party.

21. For Your Safety

Article 21.

1. In accordance with the Fire Service Law, fire alarms are installed in various places in the accommodation. An in-house alarm may be made if the alarms detect a fire. Luxyz does not accept any responsibility if the guest suffers any damage due to the alarm.

2. For the safety of our guests, if no response is heard or during an emergency, our staff will deem it necessary to enter the room.

22. Miscellaneous

1. Please refrain from taking any photos, videos, DVDs, or any other forms of media for commercial purposes in the guest room without obtaining permission. Please also refrain from posting on the Internet or social media for business purposes without permission, even if the media is privately shot or recorded (this includes livestreams) as you may be subject to legal action.
2. Please refrain from meeting visitors in your room. We do not allow guests other than those confirmed under the booking in the guest room.
3. Luxyz will not be held responsible for any loss or damage to an item received on behalf of the customer, unless Luxyz is attributable.
4. We retain the right to refuse usage of Luxyz's address for residency registration purposes. Proof of stay will be issued with an "accommodation certificate" and not a "residency certificate".
5. The following articles are forbidden in the accommodation:
 - a. Animals and birds. (excluding service dogs)
 - b. Gasoline, explosives, or any other inflammables.
 - c. Offensive smelling items.
 - d. Swords and Firearm Control.
 - e. Excessively bulky objects.
6. Gambling and similar offenses against public order are prohibited.
7. To avoid disturbing our neighbors, you are requested to avoid making loud noises or singing loud.
8. Without the specific consent of Luxyz's management, you are not allowed to use for private parties, or for any other such activity.
9. The distribution of advertising material or solicitous literature is prohibited within the accommodation.
10. Without the specific consent of Luxyz's management, the rearrangement of the facilities and/or furnishings is prohibited.
11. To maintain an attractive exterior appearance, it is against our policy for guests to display objects in windows or to hang items from them.
12. Guests are requested to ensure they do not leave their belongings either in the lobby or in the corridors.

13. Umbrellas should be placed in an umbrella box at the entrance.

14. Except in the case of emergency or for unavoidable reasons, the use of emergency exits and entry into areas marked "Private" is not permitted.

15. Except with the specific consent of either their parents or guardians, minors are not permitted to stay at this accommodation.

16. You will be required to pay full compensation for:

- a. all damages you may inflict upon any part of the accommodation.
- b. Contamination for which you bear responsibility.
- c. Any loss suffered by the Luxyz for any acts, omissions or negligence caused by Guest.

★Attached Table No.1: Accommodation Fee, etc.

Total Amount to be paid by the Guest	[Accommodation Fee] x [staying nights]
--------------------------------------	--

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

★Attached Table No.2: Cancellation Charge

Date when the Cancellation of the Contract is Notified	No show	Accommodation Day	3 Days Prior to Accommodation Day	7 Days Prior to Accommodation Day	20 Days Prior to Accommodation Day
All Guest(s)	100%	100%	90%	50%	10%

- The percentages signify the rate of the cancellation charge for the Basic Accommodation Charges.
- When the number of days contracted is shortened, cancellation charges for the first day shall be paid by the Guest regardless of the number of days shortened.