

Guest Services Directory

Terms and Conditions

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Terms and Conditions: Accommodation

Article I Scope of application

1. Contracts for accommodation and related agreements to be entered into between this hotel and the guest to be accommodated shall be subject to these terms and conditions, and any particulars not provided for herein shall be governed by laws and regulations, and/or generally accepted practices.
2. In the case where 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, notwithstanding the preceding paragraph, the special contract shall take precedence over the provisions of these terms and conditions.

Article II Application for accommodation contracts

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) Names of the guest (s)
 - (2) Date (s) of accommodation and estimated time of arrival
 - (3) Accommodation charges (based, in principle, on the basic accommodation charges listed in the attached table 1)
 - (4) Other particulars deemed necessary by the hotel
2. In the case where the guest requests, during his/her stay, an extension of the accommodation beyond the date (s) 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.

Article III Conclusion of accommodation contracts, etc.

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 proven that the hotel has not accepted the application.

1. 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 fixed by the hotel within the limits of the basic accommodation charges covering the guest's entire period of stay (e.g. 3 days when the period of stay exceeds 3 days) by the date specified by the hotel.
2. The deposit shall be first used for the total accommodation charges to be paid by the guest, then secondly for the cancellation charges under Article VI and thirdly for the reparations under Article XVIII as applicable, and the remainder, if any, shall be refunded at the time of the payment of the accommodation charges as stated in Article XII.
3. When the guest has failed 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 has informed the guest about when the period specific date of payment of the deposit is specified.

Article IV Special contracts requiring no accommodation deposit

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 where the hotel has not requested the payment of the deposit as stipulated in paragraph 2 of the preceding article and/or has not specified the date of the payment of the deposit at the time the application for an accommodation contract has been accepted, the hotel shall be treated as having accepted a special contract prescribed in the preceding paragraph.

Article IV-II Request for Cooperation in Infection Prevention Measures at Facilities

The hotel may request cooperation from the person who intends to stay in the hotel pursuant to the provisions of Article 4-2, Paragraph 1 of the Hotel Business Act (Act No. 138 of Showa 23).

Article V Refusal of accommodation contract

1. The hotel shall have the right not to accept the application for 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 the hotel is fully booked and no room is available;
 - (3) When the guest seeking accommodation is deemed liable to conduct himself in a manner that will contravene the laws or act against public order or good morals in regard to his accommodation.
 - (4) When the guest seeking accommodation is following particulars:
 - I. When a party seeking accommodation is an organised crime group as provided in Article 2 paragraph 2 of the Act on Prevention of Unjust Acts by Organised Crime Group Members (Act No. 77 of 1991) (“an Organised Crime Group”), a member of an Organised Crime Group as provided in Article 2 paragraph 6 of the same Act (“a member of an Organised Crime Group”) or a party or other anti-social element related to such groups.
 - II. When a party seeking accommodation is a corporation or other entity whose business activities are controlled by an Organised Crime Group or a member of an Organised Crime Group.
 - III. When a party seeking accommodation is a corporation whose directors include persons corresponding to a member of an Organised Crime Group.

- (5) When a person requesting hotel accommodation could cause annoyance to other guests or when a person is behaving in such a manner as to be an annoyance to other guests.
- (6) When a person seeking accommodation is a patient with a specified infectious disease as stipulated in Article 4-2, Paragraph 1, Item 2 of the Hotel Business Act (hereinafter referred to as "Patient of a Specified Infectious Disease, etc.")
- (7) When a violent demand is made or an unreasonable burden is demanded in relation to the accommodation; (Act on the Promotion of the Elimination of Discrimination on the Grounds of Disability by Persons Seeking Accommodation (Act No. 65 of 25. Except in cases where the removal of social barriers pursuant to the provisions of Article 7, Paragraph 2 or Article 8, Paragraph 2 is sought.)
- (8) When the person seeking accommodation repeats the request stipulated in Article 5-6 of the Ordinance for Enforcement of the Hotel Business Act as a request to the hotel that the burden associated with the implementation of the accommodation is excessive and may significantly impede the provision of accommodation services to other guests.
- (9) When the hotel is unable to provide accommodation due to natural calamities, dysfunction of the facilities and/or other unavoidable causes.
- (10) When the provisions of Article 5 (Items 1 and 2) of Tokyo Metropolitan Hotel Business Law Enforcement Ordinance are applicable.
- (11) When the provisions of Article 5, Paragraph 1 of the Hotel Business Act Article 5 of the Prefectural Ordinance are applicable.

Article VI Right to cancel accommodation contracts by request

The guest is entitled to cancel the accommodation contract by so notifying the hotel.

1. In the case where 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 where the hotel has requested the payment of the deposit during the specified period as prescribed in paragraph 2 of article III and the guest has cancelled before the payment), the guest shall pay cancellation charges as listed in the attached Table 2, however, in the case where a special contract as prescribed in paragraph 1 of Article IV has been concluded, the same shall apply only when the guest is informed of the obligation of the payment of the cancellation charges in case of cancellation by the guest.
2. In the case where the guest does not appear by 6pm on the accommodation date (or 2 hours after the expected time of arrival if the hotel is notified of it) without an advance notice, the hotel may regard the accommodation contract as being cancelled by the guest.

Article VII Right to cancel accommodation contracts by the hotel

1. The hotel may cancel the accommodation contract under any of the following cases:

- (1) When the guests are deemed liable to conduct and/or has conducted himself/herself in a manner that will contravene the laws or act against the public order and good morals in regard to his/her accommodation.
- (2) When the guest seeking accommodation is following particulars:
 - I. When a party seeking accommodation is an Organised Crime Group, a member of an Organised Crime Group, or a party or other anti-social element related to such groups.
 - II. When a party seeking accommodation is a corporation or other entity whose business activities are controlled by an Organised Crime Group or a member of an Organised Crime Group.
 - III. When a party seeking accommodation is a corporation whose directors include persons corresponding to a member of an Organised Crime Group.

- (3) When the guest is deemed liable to behave in a manner that will infringe upon other guests of this hotel or behaves in such a manner due to intoxication or other causes.
- (4) When the guest is a patient with a specified infectious disease
- (5) When the hotel is requested to assume an unreasonable burden in regard to his accommodation.
- (6) When the guest repeats the request stipulated in Article 5-6 of the Ordinance for Enforcement of the Hotel Business Act as a request to the Hotel that is likely to significantly impede the provision of accommodation services to other guests due to the excessive burden associated with the implementation of such request.
- (7) When the hotel is unable to provide accommodation due to natural calamities and/or other causes of force major.
- (8) When the guest does not observe the rules prohibiting certain actions specified under the use regulations stipulated by the hotel (restricted to prohibitions deemed necessary in order to prevent fires such), as smoking in bed, and mischief to the fire-fighting facilities).
- (9) When the provisions of Article 5, Paragraph 1 of the Hotel Business Act are applicable.

2. In the case where the hotel has cancelled the accommodation contract in accordance with the preceding paragraph, the hotel shall not be entitled to charge the guest for any services which the guest has not received.

Article VII-II Explanation of Cancellation of Accommodation Contract

The Guest may request an explanation of the reasons for the cancellation of the Accommodation Contract by the hotel in accordance with the preceding Article.

Article VIII Registration

1. The guest shall register the following particulars at the front desk of the hotel on the day of accommodation:
 - (1) Name, address and contact information of the guest(s)
 - (2) For foreigners who do not have an address in Japan, nationality and passport number
 - (3) Departure date and estimated time of departure
 - (4) Other particulars deemed necessary by the hotel
2. In the case where the guest intends to pay his accommodation charges prescribed in Article XII by any means. Other than cash in Japanese currency, such as traveller is choosing cheques, coupons or credit cards, such means of payment shall be shown in advance at the time of the registration prescribed in the paragraph.

Article IX Occupancy hours of guest rooms

1. The guest is entitled to occupy the contracted guest room of the hotel from 3pm. on the day of registration until 12 noon on the day of departure.
2. The hotel may, notwithstanding the provisions prescribed in the preceding paragraph, permit the guest to occupy the room beyond the time prescribed in the same paragraph. In this case, extra charges shall be paid as follows;
 - (1) Up to 3 hours: 25% of the room charge
 - (2) Up to 6 hours: 50% of the room charge
 - (3) More than 6 hours: 100% of the room charge

Article X Observance of use regulations

The guest shall observe the use regulations established by the hotel, which are posted within the premises of the hotel.

Article XI Business hours

1. The business hours of the main facilities, etc., of the hotel are as follows, and those of other facilities, etc. shall be notified in detail in the brochures as provided in the hotel notices displayed at various places, service directory in the guest rooms.
 - (1) Service hours of front desk, cashier's desk, etc.
 - a) No curfew for main entrance operation hours,
 - b) 24 hours for Front desk,
 - c) 24 hours for currency exchange service
 - (2) Service hours (at facilities) for dining, drinking, etc.
 - a) Breakfast,
 - b) Lunch,
 - c) Dinner,
 - d) Other snacks, drinks, etc.
 - (3) Service hours of auxiliary facilities:
 - a) 10am to 10pm for spa treatment,
 - b) 24 hours for fitness centre,
 - c) 6.30am to 10pm for indoor swimming pool and hydro facilities.
2. The business hours specified in the preceding paragraph are subject to temporary changes due to unavoidable causes. In such cases, the guest shall be informed by appropriate means.

Article XII Payment of accommodation charges

1. The breakdown and method of calculation of the accommodation charges, etc. that the guest shall pay, are as listed in attached Table 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 cash in Japanese currency, or by other means acceptable to the hotel such as coupons or credit cards.

3. Accommodation charges shall be paid even if the guest voluntarily does not utilise the accommodation facilities once such facilities have been made available to him/her by the hotel.

Article XIII Liabilities of the hotel

1. The hotel shall compensate the guest for any damage if the hotel has caused such damage to the guest in the fulfilment or the non-fulfilment of the accommodation contract and/or related agreements. However, the same shall not apply in the case where such damage has been caused due to reasons for which the hotel is not liable.
2. The hotel has received as ratings (it has received a certificate of excellence of fire prevention standard issued by the fire station). Furthermore, the hotel is covered by a hotel liability insurance in order to deal with unexpected fires and/or other disasters.

Article XIV Handling when unable to provide contracted rooms

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 accommodations 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 the reparations. However, when the hotel cannot provide accommodations due to causes for which the hotel is not liable, the hotel will not pay the compensation fee to the guest.

Article XV Handling of deposited articles

1. The hotel shall compensate the guest for any loss, breakage or other damage caused to goods, cash or valuables deposited at the front desk by the guest except in the case where this has occurred due to causes of force majeure. However, for cash and valuables, when the hotel has

requested the guest to report the kind and value thereof but the guest has failed to do so, the hotel shall compensate the guest up to a maximum of 150,000yen.

2. The hotel shall compensate the guest for any loss, breakage or other damage caused, through intention or negligence on the part of the hotel, to goods, cash or valuables which are brought into the premises of the hotel by the guest but are not deposited at the front desk. However, for articles of which the kind and value have not been reported in advance by the guest, the hotel shall compensate the guest to up to the maximum of 150,000yen.

Article XVI Custody of baggage and/or belongings of the guest

1. When the baggage of the guest is brought into the hotel before his/her arrival, the hotel shall be liable to keep it and to hand it over to the guest at the front desk at the time of his check-in only if the hotel has agreed to do so in advance.
2. When the baggage or belongings of the guest are left behind after his/her check-out, if the ownership of such article is confirmed, the hotel shall inform the owner of such article and ask for instructions. When no instruction is given to the hotel by the owner so informed or when the ownership is not confirmed, the hotel shall keep the article for 7 days including the day it is found, and after this period the hotel shall turn it over to the nearest police station.
3. The hotel's liability in regard to the custody of the guest's baggage and belongings in the case of the preceding two paragraphs shall be assumed in accordance with the provisions of paragraph 1 of the preceding article in the case of paragraph 1 of this article and with the provisions of paragraph 2 of the same article in the case of paragraph 2 of this article.

Article XVII Liability in regard to parking

The hotel shall not be liable for the custody of a vehicle of the guest when the guest utilises the basement parking lot of the hotel, whether the key of the vehicle has been deposited to the hotel or not as the hotel merely offers the space for parking. However, the hotel shall compensate the guest for any

damage caused through intention or negligence on the part of the hotel in regard to the management of the parking lot.

Article XVIII Liabilities of the guest

The guest shall compensate the hotel for any loss, breakage or other damage caused through intention or negligence on the part of the guest.

Article XIX Personal Information

The hotel will appropriately handle all personal information provided by guests in accordance with Act on the Protection of Personal Information.

Article XX Governing Language

These terms are provided in both Japanese and English. In case of a discrepancy between the Japanese and the English, the Japanese version will take precedence.

House Regulations

Each guest is requested to observe and comply with the following regulations established by Aman to maintain the quality of the hotel and to ensure that hotel guests have a pleasant and safe stay in accordance with Article X of the Terms and Conditions for accommodation contracts. If a guest does not comply with the house regulations, Aman may choose not to permit further use by the guest of the guest's hotel room and other hotel facilities pursuant to Clause 1 of Article VII of the said Terms and Conditions. Aman will not be liable to any guest or other person for any damage caused by his/her failure to comply with the House Regulations.

1. Please do not smoke in bed or in any place where smoking presents a fire hazard.
2. Kindly refrain from smoking in areas other than the designated smoking areas within the premises. Please be advised that if a guest is found to have smoked inside a guestroom, costs for cleaning bedding materials, curtains, wall covering, and others shall be charged to the offending Guest at cost.
3. Please refrain from using heat-generating articles likely to cause a fire in guest rooms such as heating apparatus and cooking appliances.
4. Articles held at the hotel will be kept for a month. Articles exceeding the period will be disposed of accordingly.
5. Clothes handed over for washing and items left behind will be stored for three months after departure unless specified otherwise. This is accommodated given that we have the future reservations.
6. Please do not bring onto the premises of the hotel any of the following, as they will disturb or endanger other guests:
 - (1) Animals or birds of any kind (Except service dog)
 - (2) Gunpowder, oils or other explosives or inflammables
 - (3) Objects emitting a foul odour

- (4) Objects of an unusually large size or in unusually large quantities
 - (5) Unregistered firearms or swords or drugs or other articles, i.e., items which possession is prohibited under Japanese Law.
 - (6) Distributing advertising or publicity materials or selling commodities within the hotel, without the prior approval of the hotel.
 - (7) Entering facilities such as Emergency stairway, rooftop, or the Fire Control Centre in Non-Emergencies.
- 7. The hotel shall not provide services at the hotel to any person would contravene the laws or act against the public order as stipulated in Article V Paragraph 1 subparagraph 3, or any person in an Organised Crime Group as stipulated in Article V Paragraph 1 subparagraph 4. (In the event of afore said fact being discovered after acceptance of a reservation or after commencement of accommodation, the hotel shall decline to provide further service as form the time of such discovery.)
 - 8. Please refrain from inviting outside visitors to your guest room after 10pm, and meet outside visitors in the lobby. We require outside visitors who wish to stay in guest rooms after 10pm to register at the front desk.
 - 9. Please refrain from using your room for purposes other than lodging.
 - 10. Please do not use the guest rooms and lobby as an office, place of business or exhibition room or for any other purpose than lodging such as a location for filming commercial video.
 - 11. Hotel does not accept currency exchange for any personal cheques including travellers' cheques.
 - 12. In the following cases, use of the hotel will be denied immediately.
 - (1) When it is deemed there has been acts of violence, intimidation, extortion, pressure from inappropriate demands and other similar acts.
 - (2) When it is difficult for those who use the hotel to secure their own safety such as loss of self-control due to diminished capacity, drugs, intoxication, and it is deemed there is a risk it will cause a sense of danger, fear, or uneasiness to other guests.

- (3) When there are acts such as speaking in a loud voice, singing loudly, and making noise in the building or in the guest rooms that cause trouble to others or when there is gambling or acts that are contrary to public order and morals.
 - (4) When there are other acts similar to any of the matters listed above, use will be denied. In addition, when a suspicious person or object is discovered, please contact the Front Desk.
- 13. Only registered Guests are allowed to stay in guest rooms.
 - 14. For Guest's safety, in spite of the presence of "Do not disturb" card, hotel employees may make a phone call or knock on the door of a guest room if the hotel cannot contact the guest for over 24 hours. Please note that hotel employees may enter the room in case of emergency or when it is judged to be necessary.
 - 15. Please use the safety deposit box for money and valuables. The safety deposit box is available free of charge at the Front Desk. The hotel will not be liable for the loss or theft of these valuables. The hotel shall not accept work of art or valuable antiques to store.
 - 16. The hotel is not responsible for valuables which are lost, stolen or destroyed in the room.
 - 17. Article left behind without prior instructions from guest will be kept for a certain period of time, and then be handled based on the Laws and Regulation.
 - 18. An extra charge shall be added to each outgoing call made from your guest room.
 - 19. Gambling or other acts which are contrary to good moral and become causes for annoyance are strictly prohibited.
 - 20. Rules regarding equipment and fixtures on the premises are as follows;
 - (1) Refrain from using equipment and fixtures for purposes other than those intended
 - (2) Please do not take equipment or fixtures out of the hotel
 - (3) Refrain from removal or alteration of equipment of fixtures
 - 21. Any damage or loss to facilities or equipment, inside or outside the hotel, caused by a guest or the guest's accompanying individual(s), will be subject to additional charges.
 - 22. The bathrobe (*yukata*) and slippers provided are for room and Spa use only.
 - 23. In the event that a statement/bill is presented during the stay, immediate settlement is required at our Front Desk.

24. To ensure hygiene, safety, allergy prevention, and proper quality control of food and beverages, the hotel strictly prohibits the ordering or delivery of food and drink items from outside sources.
25. If guests are under 18 years old, we request that a 'consent form' be submitted by a parent or guardian. Please inquire with the hotel in advance regarding the 'consent form'.
26. Alcohols and tabaco are not to be provided for minors under the age of 20 years old.
27. Pets are not permitted to accompany guests at our hotel. For the safety of animals and consideration for other guests, leaving pets unattended on hotel premises or inside vehicles is strictly prohibited.
28. We warmly welcome guests to document their experience with us through the means that they can best creatively express themselves - whether through photography, video or written word. We kindly request that guests respect the privacy and experience of the guests and staff around them with the following guidelines:
 - (1) We encourage guests to cherish the tranquillity of our shared spaces by refraining from disruptive filming activities, including flash photography and the use of large filming equipment such as tripods and selfie sticks.
 - (2) To protect personal information and ensure a respectful environment, we ask guests to refrain from filming other guests or our staff without their express permission.
 - (3) While we strive to provide a harmonious atmosphere, it's important to note that the hotel cannot be held responsible for any interpersonal issues arising from photo or video shoots.
 - (4) In consideration of our staff's comfort and privacy, we request guests to seek their consent before including them in any photographic or video content, respecting their right to decline.
 - (5) For the preservation of privacy, we kindly request that live streaming activities be restricted to private spaces and not conducted in public areas.

Attachment

Table 1: Calculating Formula for Accommodation Charges, etc.
- Related to Article II Clause 1, Article III Clause 2 and Article XII Clause 1

Total amount to be paid by the guest	Details	
	Accommodation Charges	(1) Basic accommodation charge (room charge)
		(2) Service charge [(1) ×15%]
		(3) Taxes: a. consumption tax, b. occupancy tax
	Extra charges	(4) Meals & drinks and other expenses
		(5) Service charge [(4) ×15%]
		*18% for in-room dining service
		(6) Taxes: c. consumption tax
	Tax calculation	
	Accommodation Charges	a. consumption tax [(1) + (2)]× 10%
	Extra charges	c. consumption tax [(4) + (5)]× 10%

Remarks: Charges listed are subject to change or revision according to the tax law concerned.

Table 2: Cancellation charges - Related to Article VI Clause 2

Contracted number of rooms (Maximum occupant per room – 3 adults)		Date of Cancellation (Change) notification				
		No-show	Day of Arrival	1 day prior to Arrival	2 days prior to Arrival (after 3pm)	2 days prior to Arrival (before 3pm)
Individual	4 rooms or less	100%	100%	100%	100%	0%
Groups	5 rooms or more	100%	100%	100%	100%	See below remarks 3

Remarks:

1. The above % represents the ratio of cancellation charge including shorten of stay to the accommodation charge.
2. In the event that the number of contracted staying nights is shortened, a cancellation charge for entire days shortened will be charged to the guest based on the cancellation notification date.
3. Cancellation conditions for group booking are to be determined in a separate contract.
4. Additional cancellation policy may be applicable for dates or stay plans determined by the hotel.

Basic Policy on Customer Harassment

1. Basic Policy on Customer Harassment

At Aman Tokyo, we strive to provide services that allow our guests to experience Japanese and Aman hospitality, enabling them to relax as if they were at home. We believe that we can deliver a uniquely Aman experience by responding sincerely to our guests' requests, meeting their expectations, and earning their trust. In order to achieve this, we must respect the human rights of our employees and create an environment in which they can work with peace of mind. We have therefore established a Basic Policy on Customer Harassment.

2. Definition of Customer Harassment

The 'Customer Harassment Countermeasures Company Manual' published by the Ministry of Health, Labour and Welfare of Japan defines primarily those complaints and actions from customers which, when considered in light of the reasonableness of the demands made, involve means or manners of pursuit that are socially unreasonable, and which harm the working environment of employees.

3. Actions that constitute as Customer Harassment

This is in accordance with the Ministry of Health, Labour and Welfare of Japan's announcement of the 'Customer Harassment Countermeasures Company Manual'. Furthermore, the subject is not limited to the actions listed below.

(1) Examples of when the content of customer requests lacks validity.

- If no defects or negligence are recognized in our products or services.
- If the content of the request is unrelated to our products or services.

(2) Examples of means or methods to realize demands that are socially unreasonable.

- a. Those that are likely to be considered inappropriate regardless of the validity of the request.
- Physical assault (battery and injury)
 - Psychological attack (threats, defamation, slander, insult, abusive language)

- Intimidating behaviour
 - Demand for a *dogeza*
 - Persistent (repeated) behaviour
 - Restrictive behaviour (trespassing, loitering)
 - Discriminatory remarks
 - Sexual behaviour
 - Attacks and demands on individual employees
- b. Items that may be considered inappropriate in light of the validity of the requested content.
- Request for product exchange
 - Demand for monetary compensation
 - Demand for an apology without reasonable grounds
- (3) Other nuisance behaviours by customers
- Defamation and slanderous acts on social media and the internet

4. Response to Customer Harassment

In the event that an act of customer harassment occurs, we will take firm action to protect our employees, and if necessary, we may refuse the use of our facilities. We will also work with external professionals such as the police and lawyers to address the situation strictly, including taking legal action if necessary.

5. Request to Guests

While none of the above incidents have occurred among our guests to date, should we identify any behaviour that could be perceived as harassment, we will respond in accordance with our basic policy. This policy is not intended to exclude valuable guest feedback and requests. We will continue to make every effort to ensure the comfort and safety of our guests during their stay, and we would appreciate your continued understanding and cooperation.