

# 宿泊約款 Accommodation Policy

## Scope of Application

### Clause 1

- 1. The accommodation contract and related agreements entered into by this accommodation facility with the guest shall be in accordance with the provisions of these general terms and conditions, and any matters not provided for in these general terms and conditions shall be in accordance with laws and regulations or generally established customs.
- 2. In the event that the accommodation facility agrees to a special agreement within the scope not contrary to law and custom, such special agreement shall prevail notwithstanding the provisions of the preceding paragraph.

## Application for accommodation contract

1. A person who wishes to apply for an accommodation contract with this accommodation facility shall provide the following information to this accommodation facility.
  - o (1) Name, address, age, sex, nationality and occupation of the lodger
  - o (2) Date of stay and estimated time of arrival
  - o (3) Room charge (in principle, based on the basic room charge in Appendix 1)
  - o (4) If a person under 18 years of age is staying alone, a written consent signed by a person with parental authority is required.
  - o (5) Guests under 15 years of age must be accompanied by a parent or guardian.
  - o (6) Any other matters deemed necessary by the accommodation facility.
2. When this accommodation facility requests the submission of a guest list with the guest's name, address, telephone number, etc., the person who has applied for accommodation shall submit it immediately, even after the accommodation contract has been concluded.
3. The accommodation facility may, at any time prior to the scheduled date of stay, call the guest to confirm the reservation at the contact address provided by the guest.
4. In the event that the guest requests to continue his/her stay beyond the date of stay stipulated in the second item of the preceding paragraph during the stay, this accommodation facility shall treat such request as a new application for a contract of accommodation at the time such request is made.

## Formation of Accommodation Contract, etc.

### Article 3

1. The accommodation contract shall be concluded when the accommodation facility accepts the application as described in the preceding article. However, this shall not apply when the applicant cannot prove that the accommodation facility has accepted the application, or when the accommodation facility proves that it has not accepted the application.
2. In the event that this accommodation facility has presented an incorrect room charge on its Internet site or by telephone, and an application for a room contract has been made based on said incorrect room charge, and this accommodation facility has accepted the application, if said charge is significantly lower than the room charge for the preceding or following dates, the

accommodation facility shall not accept the application for the room contract based on said incorrect room charge. In the event that the accommodation facility accepts the application based on the incorrect accommodation charge, the accommodation facility shall pay the room charge unless there is an indication or notice of the reason for the lower rate, such as "limited," "special," or "campaign," the accommodation contract will be considered invalid because it is an acceptance due to a mistake under the Civil Code, and a notice to that effect will be promptly sent to the guest.

3. When the accommodation contract has been concluded pursuant to the provisions of paragraph 1, an application fee determined by this accommodation facility, which is limited to the basic room charge for the period of stay, must be paid by the date specified by this accommodation facility.

4. The deposit shall first be applied to the room charge ultimately payable by the guest, and in the event that the provisions of Articles 6 and 17 apply, the deposit shall be applied in the order of penalty followed by compensation, and any remaining amount shall be returned upon payment of the charges pursuant to Article 11.

5. In the event that the application fee stipulated in Paragraph 3 is not paid by the date designated by the accommodation facility pursuant to the provisions of the same Paragraph, the accommodation contract shall cease to be effective. 5. However, this shall apply only in the event that this accommodation facility has notified the guest to that effect when specifying the date for payment of the application fee.

### **Covenant not to require the payment of an application fee**

#### **Article 4**

1. Notwithstanding the provisions of Paragraph 3 of the preceding article, this accommodation facility may accept a special contract that does not require the payment of the application fee as set forth in Paragraph 3 of the preceding article after the contract is concluded.
2. In the event that this accommodation facility does not require payment of the application fee as specified in Paragraph 3 of the preceding article or does not specify the date of payment of said application fee, the accommodation facility shall be deemed to have complied with the special contract as specified in the preceding paragraph.

### **Refusal to enter into an accommodation agreement**

#### **Article 5**

This accommodation facility may refuse to enter into an accommodation contract in the following cases.

- (1) When an application for accommodation is not in accordance with these terms and conditions.
- (2) When there is no room available due to full occupancy.
- (3) When it is recognized that the person seeking accommodation is likely to conduct himself/herself in a manner contrary to the provisions of laws and regulations, public order, or good morals in connection with the accommodation.

(3) When it is recognized that there is a risk that the person who intends to stay in the room may conduct himself/herself in a manner contrary to the provisions of law, public order or good morals.

(4) When a person who intends to stay at the accommodation has lodged a complaint or made a request without any reasonable reason within the accommodation, etc.

(4) When it is recognized that there is a possibility of disturbing the peaceful order in the accommodation, such as when a person who intends to stay at the accommodation files a complaint or demand without any reasonable reason.

(5) When it is recognized that the person who intends to stay falls under any of the following (a) to (d):

- a. A designated organized crime group or designated organized crime group member, etc. (hereinafter referred to as "organized crime group" and "organized crime group member") as defined in the Act on Prevention of Unjust Acts by Organized Crime Groups (enforced on March 1, 1992) or its related persons, or an associate member of an organized crime group. (a) If the applicant is a designated gang member, etc., or an affiliated person thereof, a quasi-organization member of a gang or other antisocial force
- b. When it is a juridical person or other organization whose business activities are controlled by a gang (or gang members).
- c. A juridical person, any of whose officers falls under the category of organized crime group member.
- d. Antisocial organizations, members of antisocial organizations and their related persons.

(6) When a person who intends to stay at the hotel has said or done something that causes significant inconvenience to other guests.

(7) When the person who intends to stay is clearly recognized as a person with a contagious disease.

(8) When the person who intends to stay at the hotel uses language or behavior that disturbs other guests during the stay, such as singing, making disturbances, singing, dancing, or musical performances.

(9) When the person who intends to stay is clearly recognized as having no ability to pay.

(10) When a person who intends to stay at the hotel is deemed to be behaving suspiciously.

(11) When a violent act of demand is committed or a burden exceeding a reasonable range is demanded in relation to the accommodation.

(12) When the hotel is unable to accommodate the guest due to a natural disaster, breakdown of facilities, or other unavoidable reasons.

(13) When a person who intends to stay at the hotel is intoxicated and it is recognized that he/she is likely to cause serious inconvenience to other guests.

(13) When the person seeking accommodation is intoxicated and is recognized as being likely to cause significant disturbance to other guests. (14) When a person who intends to stay at the hotel is drunk, or when a person who intends to stay at the hotel says or does something that causes serious inconvenience to other guests.

(14) When the person applying for accommodation has made the application by concealing his/her own commercial purpose.

## **Guest's right to cancel the contract**

### **Article 6**

1. The guest may cancel the accommodation contract by notifying this accommodation facility.
2. In the event that the guest cancels all or part of the accommodation contract (in the event that this accommodation facility specifies the date of payment of the deposit and requests payment thereof pursuant to the provisions of Article 3, paragraph 3), this accommodation facility shall notify the guest of the cancellation prior to the payment date. In the event that the accommodation facility cancels the accommodation contract in whole or in part (except in the event that the accommodation facility specifies the due date for payment of the application money and requests payment thereof pursuant to Article 3, paragraph 3, and the guest cancels the accommodation contract prior to such payment), the accommodation facility shall pay the application money to the hotel in accordance with the provisions of Appended Table 2. In the event that the accommodation facility specifies the date of payment of the deposit and requires payment thereof, but the guest cancels the accommodation contract prior to such payment, a penalty charge shall be assessed in accordance with the provisions of Appended Table 2. However, in the event that this accommodation facility accepts the special agreement stipulated in Article 4, Paragraph 1, it is only when the accommodation facility has notified the guest of the obligation to pay the penalty when the guest cancels the accommodation contract in accepting the special agreement.
3. In the event that the guest does not arrive by 24:00 on the day of the stay without informing the accommodation facility, the accommodation contract may be deemed to have been cancelled by the guest and the accommodation facility may treat it as such.

## **Accommodation facility's right to cancel the contract**

### **Article 7**

1. This accommodation facility reserves the right to cancel the accommodation contract in the following cases:
  - (1) When it is recognized that the guest is likely to commit an act contrary to the provisions of the law, public order, or good morals in connection with the accommodation, or when it is recognized that the guest has committed such an act.
  - (2) When a guest is found to be disturbing the peace and order in the accommodation, such as by making complaints or demands without reasonable cause.
  - (3) When a guest is deemed to fall under any of the following (a) through (c).
    - a. Organized crime groups, gang members, quasi-organized crime groups, or persons related to organized crime groups, or other anti-social forces.
    - b. When it is an organized crime group or a juridical person or other organization whose business activities are controlled by gang members or gang related members.
    - c. A juridical person of which one of its officers is an organized crime member.
  - (4) When a guest has said or done something that causes significant inconvenience to other guests.

- (5) When it is clearly recognized that the lodger is a person with a contagious disease.
  - (6) When a violent demand is made with regard to the accommodation, or when a burden exceeding a reasonable range is demanded.
  - (7) When the hotel is unable to accommodate the guest due to a force majeure such as a natural disaster.
  - (8) When it is recognized that the person seeking accommodation is intoxicated, etc., and is likely to cause significant inconvenience to other guests.
  - (9) When a guest smokes in a place other than the designated place, tampers with the fire fighting equipment, or otherwise violates the "Terms and Conditions of Use" stipulated in these Terms and Conditions..
  - (10) When it is found out that the incident specified in Article 5, Item (11) has occurred after the accommodation contract has been concluded.
  - (11) When the person who has applied for accommodation does not immediately respond to the accommodation facility's request in accordance with Article 2, Paragraph
2. When this accommodation facility cancels the accommodation contract pursuant to the provisions of the preceding paragraph, if the reason for such cancellation is based on item 7 of the preceding paragraph, the charges for accommodation services, etc. that the guest has not yet received will be refunded. In the event that the cancellation is based on any other reason, the charges for accommodation services, etc. that have not yet been provided to the guest shall also be charged as a penalty fee and shall not be refunded.

## Accommodation Registration

### Article 8

1. The guest shall register the following items at the front desk of the accommodation facility on the day of stay.
  - (1) Name, age, gender, address and occupation of the guest
  - (2) In the case of a foreigner, nationality, passport number, place of entry and date of entry
  - (3) Identification and photocopy of passport
  - (4) Date and estimated time of departure
  - (5) Any other information deemed necessary by the accommodation facility
2. If the guest intends to make payment of the charges in accordance with Article 11 by a credit card or other means acceptable to the accommodation facility that can be used in place of currency, the guest must present the credit card or other means acceptable to the accommodation facility at the time of registration in advance as described in the preceding paragraph.

## Room Usage Hours

### Article 9

Guests may use their rooms from 4:00 p.m. to 10:00 a.m. the following day. However, in the case of a consecutive stay, the guest may use the room for the entire day, except for the day of arrival and the day of departure.

2. Notwithstanding the provisions of the preceding paragraph, the accommodation facility may accept the use of a room outside the hours specified in the preceding paragraph. In such cases, a separate fee will be charged as stipulated in the rental business.

## **Compliance with Rules of Use**

### **Article 10**

Guests shall follow the "Rules of Use" set forth in these General Terms and Conditions while in the accommodation.

## **Payment of Fees**

### **Article 11**

1. The room charge to be paid by the guest and the method of calculation of the room charge shall be as shown in Appendix 1.
2. The payment of the accommodation charge, etc. set forth in the preceding paragraph shall be made at the front desk when the guest checks in or when requested by the accommodation facility, in Japanese currency or by a credit card accepted by the accommodation facility or by any other method that can be substituted for such currency.
3. The room charge shall be charged even if the guest does not voluntarily stay at the accommodation after the accommodation facility has provided the room to the guest and made it available.

## **Liability of the accommodation**

### **Article 12**

1. In the event that the accommodation facility causes damage to a guest due to the performance or non-performance of the accommodation contract and related agreements, the accommodation facility shall compensate for such damage. However, this shall not apply when the damage is not due to reasons attributable to the accommodation facility.
2. The liability of this accommodation facility begins when the guest registers for accommodation at the front desk of this accommodation facility and ends when the guest opens the room for departure.
3. The liability of this accommodation starts when the guest registers at the front desk of this accommodation and ends when the guest opens the room for departure. This accommodation has facility liability insurance in case of fire or other emergency.

## **Handling of cases where the contracted guest room cannot be provided**

### **Article 13**

1. In the event that this accommodation facility is unable to provide the contracted room to the guest, it shall, with the consent of the guest, arrange for other accommodation under the same conditions as far as possible.

2. In the event that the accommodation facility is unable to find other accommodation notwithstanding the provisions of the preceding paragraph, it shall pay compensation to the guest in an amount equivalent to the penalty, which shall be applied to the amount of compensation for damages; provided, however, that in the event that the accommodation facility is unable to provide a guest room, it shall pay compensation to the guest in an amount equivalent to the penalty. However, if there is no reason attributable to the accommodation facility for not being able to provide a room, no compensation shall be paid.

## **Handling of Deposited Items**

### **Article 14**

1. The hotel will not accept cash, valuables, works of art, antiques, fragile articles, liquids, perishables, etc.
2. In the event of loss, damage or damage to articles left at the front desk by guests, this accommodation shall compensate for such damage, except in cases of force majeure.  
2. However, if this accommodation facility requests the guest to disclose the type and value of the item and the guest fails to do so, this accommodation facility will compensate for the damage up to 30,000 yen (tax included).
3. In the event of loss, destruction, damage, etc., to articles, valuables, or cash brought into the accommodation by the guest and not left at the front desk, for reasons attributable to the accommodation facility, the accommodation facility shall compensate for such damage up to 30,000 yen (tax included).
4. The hotel will not guarantee any damage or dents to luggage left at the front desk by the guest.

## **Custody of guests' baggage or personal belongings**

### **Article 15**

1. If the guest's baggage arrives at the accommodation prior to his/her stay, it will only be kept at the accommodation with his/her responsibility if the accommodation understands this prior to his/her arrival and will be handed over to the guest at the front desk when he/she checks in.
2. In the event that a guest's luggage or personal belongings are left at this accommodation after the guest has checked out, and the owner of the luggage or personal belongings is identified, this accommodation shall contact the owner and request instructions from him or her; provided, however, that in the absence of instructions from the owner, or in the event that the owner does not give instructions, this accommodation shall not be liable for the luggage or personal belongings left at the accommodation. However, if the owner's instructions are not given, or if the owner is not known, the accommodation shall be handled as follows to the extent permitted by law.
  - (1) Cash and valuables: The owner will keep such valuables at the accommodation for 7 days, including the day of discovery, and then report them to the nearest police station.
  - (2) Perishable foodstuffs: Regardless of price, expiration date, etc., these items will be disposed of on the same day they are found.

- (3) Other items: The property will be kept at the accommodation for 14 days, including the day of discovery, and then disposed of.
3. The accommodation facility shall retain them at the accommodation for 14 days, including the day of discovery, and dispose of them. 3) The accommodation facility shall voluntarily check the contents of left luggage or personal belongings in order to properly dispose of them according to the nature of their contents, and may return them to their owners or dispose of them according to the preceding paragraph, if necessary, without objection by the guest.
  4. The responsibility of the accommodation facility for the safekeeping of the guest's baggage or personal belongings in the case of clauses 1 and 2 shall, in the case of clause 1, conform to the provisions of clause 1 of the preceding article, and in the case of the preceding clause, to the provisions of clause 2 of the same article.

### **Responsibility for parking**

#### **Article 16**

When a guest uses the parking lot of this accommodation, regardless of whether or not the key of the vehicle is deposited, this accommodation rents a space and is not responsible for the management of the vehicle. However, in the event that the accommodation facility intentionally or negligently causes damage in the management of the parking lot, the accommodation facility shall be held responsible for compensation.

#### Liability of the guest

##### Article 17

1. In the event that this accommodation facility suffers damages due to the intentional or negligent fault of the guest, the guest shall compensate this accommodation facility for such damages.
2. In order to ensure the smooth receipt of accommodation services based on the accommodation contract, in the unlikely event that the guest becomes aware that accommodation services have been provided that differ from the content of the accommodation contract, the guest must promptly inform this accommodation facility to that effect.
3. In the event that smoking is confirmed in the room or in the facilities, compensation for damages for room cleaning and sales of rooms due to smoking will be made in accordance with the provisions listed in Appendix 3.

### **Disclaimer**

#### **Article 18**

The use of computer communications from this accommodation shall be at the guest's own risk. We shall not be liable for any loss or damage incurred by the user as a result of service interruption due to system failure or any other reason during the use of computer communications. In the event that any damage is caused to the accommodation facility or a third party as a result of an act that is deemed inappropriate by the Company in the use of computer communications, the user shall indemnify the accommodation facility and the third party for such damage.

## Refusal of Continued Use

### Article 19

The accommodation facility reserves the right to refuse continued use in the following cases:

- (1) When the guest has committed, or is likely to commit, an act that is objectionable to the accommodation facility.
- (2) When the guest has violated (or is likely to violate, or is likely to violate, these terms and conditions.

Appendix 1 Breakdown of Room Rates, etc. (related to Article 2, Paragraph 1 and Article 11, Paragraph 1)

Breakdown		
Total amount to be paid by guests	Lodging fees	Basic room charge (room package rate) + consumption tax
	Additional fees	Additional food, beverage and other usage fees + consumption tax
	Tax	Other taxes other than consumption tax stipulated by law (accommodation tax, bath tax, etc.)

### Remarks

Basic room rates are based on the rates posted on the website of this accommodation facility. No children's rates are available.

Appendix Table 2 (related to Article 6, Paragraph 2)

Date of receipt of notice of contract cancellation	No stay	The day of	The day before	9 days before	20 days before
10 people or less	100%	100%	0%	0%	0%
10 people or more	Separate Contract				

(Note) A separate agreement will be concluded for groups of 10 or more.

1. % is the ratio of the penalty charge to the basic room charge.
2. In the case of shortening the number of reserved nights or reducing the number of guests, if the shortening corresponds to a penalty period, the penalty will be collected at the rate applicable to the penalty charge.
3. Special plans and advance payment plans are subject to separate regulations.

Appendix Table 3 (related to Article 17, Paragraph 3)

Cleaning fee due to in-room smoking	20,000 yen per room (tax included)
Room sales expenses due to in-room smoking	Number of days rooms are closed x 20,000 yen (tax included)

(Note) The number of days that the rooms are not sold shall be the number of days that the hotel actually refrains from selling the rooms at its own discretion. However, the upper limit is 10 days.

## Terms of Use

In order to ensure the safety and comfort of our guests, we have established the following rules of use in accordance with Article 10 of the Accommodation Agreement, and we ask for your cooperation. If you fail to abide by these rules, we may have no choice but to deny you accommodation or use of the facilities in accordance with Article 7, Clause 1 of the Accommodation Clauses, and you may be liable for any damages incurred.

### **Safety and Disaster Prevention**

1. Please make sure that your room is locked when you leave the room during your stay. (Our facility's main building is automatically locked). Please lock the swing bar door latch when you are in your room, before you go to bed.
2. Please check the evacuation route map from your room on the inside of each room door.
3. When you have a visitor, please do not open the door carelessly, but open the door with the swing bar door latch on, or check with the door's peephole viewer. If you suspect that the visitor is suspicious, please contact the front desk immediately.
4. Please refrain from meeting visitors in your room.
5. Please do not use your room without permission for any purpose other than lodging.
6. Guests under 15 years old must be accompanied by a parent or guardian.
7. Please do not use any heat-emitting appliances for heating, cooking, etc., or any electric appliances such as irons, etc., in the guest room other than those specified by the accommodation facility.
8. Smoking is not permitted in the hotel, including guest rooms and the lobby. Please do not smoke outside the hotel except in designated areas.
9. Please do not use fireworks, incense, incense sticks, candles, or other items that may cause a fire, or leave a strong odor.

### **Valuables Items**

Please use the in-room safe deposit boxes for cash and valuables.

### **About Payment**

We will not help cover the cost of air, train, bus, or sightseeing bus tickets, cabs, postage stamps, or luggage, even with the expectation of being reimbursed later.

### **The following items are not allowed in our accommodation facilities**

1. Animals and other pets. (except assistance dogs). Please let us know in advance if you are coming with an assistance dog.
2. Poisonous and deleterious substances, toxic chemical agents, and objects that emit a significant odor or fumes.

3. Items such as firearms, knives, gambling equipment, and items prohibited by law from possession.
4. Explosives, volatile oils, and other items that are liable to explode, ignite, or catch fire.
5. Objects that emit noise.
6. Other items that are deemed a threat to the safety of other guests.

**The following acts are prohibited in our accommodation facilities.**

1. Gambling and other acts that violate penal laws and regulations, such as acts that disturb public morals.
2. Political, election, or religious activities.
3. Acts of selling goods, advertising, making donations, signing signatures, etc.
4. Acts of filming or recording with cameras, videos, or any other devices for business purposes without permission.
5. Bringing food and beverages into the restaurant and eating and drinking.
6. Bringing food items into a restaurant and requesting an employee to cook them for you. (Regardless of whether it is paid or free of charge)
7. Behavior that causes disturbances or discomfort to others, such as boisterous language or behavior in the facility.
8. Use of the room clothes and slippers provided in the room service outside of the room.
9. Do not take delivery of food from outside the hotel.
10. Any other behavior that interferes with safety and hygiene in the accommodation.