

# 宿泊約款

## TERMS AND CONDITIONS FOR ACCOMMODATION CONTRACTS

### Scope of Application

- Article 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. Any particulars not provided for herein shall be governed by laws and regulations and/or generally accepted practices.
2. In the case when the Hotel has entered into a special contract with the Guests insofar as such special contract does not violate laws and regulations and generally accepted practices, notwithstanding the preceding Paragraph, the special contract shall take precedence over the provisions of these Terms and Conditions.

### Application for Accommodation Contracts

- Article 2. A Guest who intends to make an application for an Accommodation Contract with the Hotel shall notify the Hotel of the following particulars:
- (1) Name of the Guest(s)
  - (2) Date of accommodation and estimated time of arrival
  - (3) Accommodation Charges (based, in principle, on the Basic Accommodation Charges listed in the Attached Table No.1);
  - (4) Other particulars deemed necessary by the Hotel.
2. In the case when the Guest requests, during his/her stay, 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 requests are made.

### Conclusion of Accommodation Contracts, etc.

- Article 3. 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 paragraph shall not be applied when it has been proved that the Hotel has not accepted the application.
2. When a Contract for Accommodation has been concluded in accordance with the provision of the preceding Paragraph, the Guest is required to pay an accommodation deposit fixed by the Hotel within the limits of Basic Accommodation Charges covering the Guest's entire period of stay (3 days when the period of stay exceeds 3 days) by the date specified by the Hotel.
  3. The deposit shall be first used for the Total Accommodation Charges to be paid by the Guests, then secondly for the cancellation charges under Article 6 and thirdly for the reparations under Article 18 as applicable, 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 deposit by the date as stipulated in Paragraph 2 of Article 3, the Hotel shall consider the Accommodation Contract as invalid. However, the same paragraph shall be applied only in the case where the Guest is thus informed by the Hotel when the period of payment of the deposit is specified.

### Special Contracts Requiring No Accommodation Deposit

- Article 4. Notwithstanding the provisions of Paragraph 2 of the preceding Article, the Hotel may enter into a special contract not requiring the accommodation deposit after the Contract has been concluded as stipulated in the same Paragraph.
2. In the case when the Hotel has not required 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 of the application for an Accommodation Contract has been accepted, it shall be considered as that the Hotel has accepted a special contract prescribed in the preceding Paragraph.

### Refusal of Accommodation Contracts

- Article 5. The Hotel may not accept the conclusion of an Accommodation Contract under any of the following causes;
- (1) When the application for accommodation does not conform with the provisions of these Terms and Conditions;
  - (2) When the Hotel fully booked and no room is available;
  - (3) When the Guest seeking accommodation can be clearly detected as carrying an infectious disease;

- (4) When the Hotel is unable to provide accommodation due to natural calamities, dysfunction of the facilities and/or other unavoidable causes;
- (5) When the Guest seeking accommodation is deemed liable to conduct himself in a manner that will contravene the laws or act against the public order or good morals in regard to his accommodation;
- (6) When the Hotel is requested to assume an unreasonable burden in regard to his accommodation;
- (7) When the Guest seeking accommodation acts violently, makes threats, intimidates, makes violent demands, or makes any other coercive or unreasonable demand or action;
- (8) When the Guest seeking accommodation acts disruptively or dangerously, causing distress to other Guests, or behaves in any other way which may cause trouble for the facility or other Guests;
- (9) When the Guest seeking accommodation has breached articles (5), (6), (7) or (8) of the Terms and Conditions for Accommodation Contracts of the Hotel or other Hotel in the past;
- (10) When the person who intends to lodge is recognized to fall under A-C below.
  - A. Gangs defined in Act on Prevention of Unfair Conducts by Gangsters (Act No. 77 of 1991) Article 2 Item 2 (hereafter referred to as "gang"), gangsters defined in Article 2 Item 6 of the said act (hereafter referred to as "gangsters"), gangs' quasi-members, gang-related individuals, and other anti-social forces
  - B. In the case of a corporation or an organization of which business activities are controlled by a gang or gangsters
  - C. In the case of a corporation directors of which fall under gangsters
- (11) When it is recognized that the lodging guest is a heavily drunken or similar individual and threatens to cause quite a nuisance to other guests, etc.;  
(City of Kyoto Ordinance)
- (12) When the Guest otherwise fails to abide by the House Terms established by the Hotel.

#### **Right to Cancel Accommodation Contracts by the Guest**

Article 6. The Guest is entitled to cancel the Accommodation Contract by notifying the Hotel.

2. In the case when the Guest has cancelled the Accommodation Contract in whole or in part due to causes for which the Guest is liable (except in the case when the Hotel has requested the payment of the deposit during the specified period as prescribed in Paragraph 2 of Article 3 and the Guest has cancelled before the payment), the Guest shall pay cancellation charges as listed in the Attached Table No. 2. However, in the case when a special contract as prescribed in Paragraph 1 of Article 4 has been concluded, the same shall apply only when the Guest is informed of the obligation of the payment of the cancellation charges in case of cancellation by the Guest.
3. In the case when the Guest does not appear by 23:00 of the accommodation date (or 2 hours after the expected time of arrival if the Hotel is notified of such) without an advance notice, the Hotel may regard the Accommodation Contract as being cancelled by the Guest.

#### **Right to Cancel Accommodation Contracts by the Hotel**

Article 7. The Hotel may cancel the Accommodation Contract under any of the following cases. Furthermore, the Hotel assumes no responsibility for damages incurred from cancellations of the Accommodation Contract conducted in accordance to this Article;

- (1) When it is clearly recognized that the lodging guest is a contagious person;
- (2) When the Hotel is unable to provide accommodation due to natural calamities, dysfunction of the facilities and/or other unavoidable causes;
- (3) When it is recognized that the lodging guest threatens to engage in or has engaged in acts against the provisions of laws and regulations, public order or social customs regarding staying;
- (4) When the Hotel is requested to assume an unreasonable burden in regard to his accommodation;
- (5) When the Guest acts violently, makes threats, intimidates, makes violent demands, or makes any other coercive or unreasonable demand or action;
- (6) When the Guest acts disruptively or dangerously, causing distress to other Guests, or behaves in any other way which may cause trouble for the facility or other Guests;
- (7) When the Guest breached articles (3), (4), (5) or (6) of the Terms and Conditions for Accommodation Contracts of the Hotel or other Hotel in the past;
- (8) When the guest is deemed to fall under A-C below.

- A. Gangs, gangsters, gangs' quasi-members, gang-related individuals, and other anti-social forces;
  - B. In the case of a corporation or an organization of which business activities are controlled by a gang or gangsters;
  - C. In the case of a corporation directors of which fall under gangsters;
- (9) When it is recognized that the lodging guest is a heavily drunken or similar individual and threatens to cause quite a nuisance to other guests;  
(City of Kyoto Ordinance)
- (10) When the Guest otherwise fails to abide by the Terms of Service established by the Hotel.
2. In the case when 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 he did not receive during the contractual period.

### **Registration**

Article 8. The guest shall register the following particulars by the Front Desk clerk of the Hotel on the day of accommodation;

- (1) Name, age, sex, address and occupation of the Guest(s);
  - (2) For non-Japanese Guest(s), nationality, passport number, port and date of entry into Japan;
  - (3) Date and estimated time of departure;
  - (4) Other particulars deemed necessary by the Hotel.
2. All Guests of foreign nationality who do not reside within Japan will be asked to leave a photocopy of their passport by the Front Desk clerk.
3. In the case when the Guest intends to pay his Accommodation Charges prescribed in Article 12 by any means other than Japanese currency, such as coupons, credit cards or electric money, these credentials shall be shown in advance at the time of the registration prescribed in the preceding Paragraph.

### **Occupancy Hours of Guest Rooms**

Article 9. The Guest is entitled to occupy the contracted guest room of the Hotel from 15:00 to 11:00 to the next day. However, in the case the guest room is contracted continuously, the Guest may occupy it all day long, except for the days of arrival and 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 15:00: JPY5,000 (not inclusive service charge and consumption tax) per hour regardless of room type
  - (2) After 15:00: 100% of the room charge;

### **Observance of Terms of Service**

Article 10. The Guest shall observe the Terms of Service established by the Hotel, which are posted within the premises of the Hotel.

### **Business Hours**

Article 11. The business hours of front service, etc. of the Hotel are as follows, and those of other facilities, etc. shall be specified in detail by brochures as provided, notices displayed in each place, service directories in guest rooms and in other ways deemed suitable by the Hotel:

Service hours of front desk, cashier's desk and etc.

- A. Closing time ~~~~~ None;
- B. Front Service ~~~~~ 24-hour service;
- C. Cashier ~~~~~ 24-hour service.

2. The business hours specified in the preceding Paragraph are subject to temporary changes due to unavoidable causes on the part of the part of the Hotel. In such a case, the Guest shall be informed by appropriate means.

### **Payment of Accommodation Charges**

Article 12. The breakdown of the Accommodation charges, etc. that the Guest shall pay is as listed in the Attached Table No.1.

- 2. Accommodation Charges etc. as stated in the preceding Paragraph shall be paid with Japanese currency or by any means other than Japanese currency such as coupons, credit cards or electric money, 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 dose not utilize the accommodation facilities provided

for him by the Hotel and which are at his disposal.

#### **Liabilities of the Hotel**

Article 13. The Hotel shall compensate the Guest for the damage if the Hotel has caused such damage to the Guest in the fulfillment or the no fulfillment of the Accommodation Contract and/or related agreement. However, the same shall not apply in cases when such damage has been caused due to reasons for which the Hotel is not liable.

2. The Hotel is covered by Hotel Liability Insurance in order to deal with unexpected fire and/or other disasters.

#### **Handling when unable to provide Contracted Rooms**

Article 14. The Hotel shall, when unable to provide contracted rooms, arrange accommodation of the same standard elsewhere for the Guest insofar as practicable with the consent of the Guest.

2. When arrangement of other accommodation cannot be made notwithstanding the provisions of the preceding Paragraph, the Hotel shall pay the Guest a compensation fee equivalent to the cancellation charges and the compensation fee shall be applied to the reparations.

However, when the Hotel cannot provide accommodation due to causes for which the Hotel is not liable, the Hotel shall not compensate the Guest.

#### **Handling of Deposited Articles**

Article 15. When the articles or valuables checked by the Guest at the front desk have been lost or damaged, our Hotel shall compensate for the damage, unless the loss or damage has been caused by force de majeure. However, in the case of articles or valuables, we shall do so only when the Guest has clearly reported the kind and value of such articles or valuables at our request. Otherwise, we shall compensate for the damage up to the maximum amount of JPY100,000.

2. When the Guest has brought into our Hotel articles, cash and/or valuables, we shall compensate for the loss or damage inflicted on them if caused intentionally or negligently on our part, except when the Guest has not clearly reported to us beforehand the kind and value of such items lost or damaged, in which case we shall compensate for the loss or damage up to the maximum amount of JPY100,000 unless we are intentionally or negligently responsible for such loss or damage.

#### **Custody of Baggage and/or Belongings of the Guest**

Article 16. When the baggage of the Guest is brought into the Hotel before his arrival, the Hotel shall be liable to keep it only in the case when such a request has been accepted by the Hotel. The baggage shall be handed over to the Guest at the front desk at the time of his check-in.

2. When the baggage or belongings of the guest are found left behind after his check-out, and the ownership of the article is identified, the Hotel shall inform the owner of the article left and ask for further instructions.

When no instruction is given to the Hotel by the owner or when the ownership is not identified, the Hotel shall keep the article for 7days including the day it is found, and after this period the Hotel shall turn it over to the nearest police station. Any foods, drinks, cigarettes or magazines shall be disposed immediately.

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 and with the provisions of Paragraph 2 of the same Article 15 in the case of Paragraph 2.

#### **Liability in Regard to Parking**

Article 17. The Hotel shall not be liable for the custody of the vehicle of the Guest when the Guest utilizes the parking lot within the premises of the Hotel, as it shall be regarded that the Hotel simply offers the space for parking, whether the key of the vehicle has been deposited at the Hotel or not. However, the Hotel shall compensate the Guest for the damage caused through intention or negligence on the part of the Hotel in regard to the management of the parking lot.

#### **Liability of the Guest**

Article 18. The Guest shall compensate the Hotel for the damage caused through intention or negligence on the part of the Guest.

#### **Disclaimer**

Article 19. The hotel shall not be liable for any damage caused by the guest due to intentional or negligence.

2. When using computer communication network within the hotel, it is at the customer`s own responsibility. The hotel shall not be liable for any damages caused by the user due to system failure or other reasons while using computer communication network. In addition, in the event of damages to the company and any third parties due to acts deemed inappropriate by the hotel made by the guest in the use of computer communication network, the guest shall compensate the hotel or the third party for such damage.

**Governing Language and Law**

Article 20. These Provisions are written both in Japanese and in English. In the event of any inconsistency or difference between the two versions of these Provisions, the Japanese version shall prevail in all respects.

2. Any dispute arising from/or in relation to these Provisions shall be referred to the Japanese court having jurisdiction over the location of the Hotel and resolved in accordance with applicable Japanese laws.

**Attached Table No. 1**

The breakdown of the Accommodation charges, etc.  
(Ref. Paragraph 1 of Article 2, and Paragraph 1 of Article 12)

Total amount to be paid by the Guest	Accommodation Charges	Contents (1) Basic Accommodation Charges (Room Charge) (2) Service Charge ((1)×15 %)
	Extra Charges	(3) Meals and Drinks (4) Service Charge ((3)×15 %) (5) Other expenses.
	Taxes	Consumption Tax Accommodation Tax

Remarks of Table No.1

1. Other expenses under (5) include telephone and laundry charges, extra bed etc.
2. 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 for hotels  
(Ref. Paragraph 2 of Article 6)

Date when Cancellation of Contract is Notified	Contracted Number of Rooms	Individual	Group
		1 to 4	5 and more
No Show		100%	100%
Accommodation Day		100%	100%
3 Days Prior to Accommodation Day		80%	80%
7 Days Prior to Accommodation Day			50%
21 Days Prior to Accommodation Day			20%

Remarks of Table No.2

1. The percentages signify the rate of cancellation charge to the Basic Accommodation Charges.
2. When the number of days contracted is shortened, the cancellation charge for the first day of the cancelled period shall be paid by the Guest regardless of the number of days shortened.
3. When part of a group booking (for 5 rooms or more) is cancelled, the cancellation charges shall not be charged for the

number of rooms equivalent to 10% of the number of rooms booked as of 22 days prior to the Accommodation Day. When the cancellation is accepted less than 21 days prior to the accommodation Day, the date of acceptance shall apply with fractions counted as a whole number.

4. However, when this hotel and the guest agree to another way about configuration of cancellation charge under the agreement of both parties, cancellation charge in Attached Table No. 2 is not to be adapted and the cancellation charge that both parties agreed is preferentially to be adapted.