

宿泊約款

適用範囲

第1条

- 1 当宿泊施設が宿泊客との間で締結する宿泊契約及びこれに関連する契約は、この約款の定めるところによるものとし、この約款に定めのない事項については、法令または一般に確立された慣習によるものとします。
- 2 当宿泊施設が法令及び慣習に反しない範囲で特約に応じたときは、前項の規定にかかわらず、その特約が優先するものとします。

宿泊契約の申し込み

第2条

- 1 当宿泊施設に宿泊契約の申込をしようとする者は、次の事項を当宿泊施設に申し出ていただきます。
 - (1) 宿泊者名
 - (2) 宿泊日及び到着予定時刻
 - (3) 宿泊料金(原則として別表第1の基本宿泊料による。)
 - (4) その他当宿泊施設が必要と認める事項
- 2 宿泊者が宿泊中に前項第2号の宿泊日を超えて宿泊の継続を申し入れた場合、当宿泊施設はその申し出がなされた時点で新たな宿泊契約の申し込みがあったものとして処理します。

宿泊契約の成立等

第3条

- 1 宿泊契約は当宿泊施設が前条の申し込みを承諾したときに成立するものとします。ただし、当宿泊施設が承諾をしなかったことを証明したときは、この限りではありません。
- 2 前項の規定により宿泊契約が成立したときは、宿泊期間の基本宿泊料を限度として当宿泊施設が定める申し込み金を、当宿泊施設が指定する日までに、お支払いいただきます。
- 3 申し込み金は、まず宿泊客が最終的に支払うべき宿泊料金に充当し、第6条及び第16条の規定を適用する事態が生じたときは、違約金に次いで賠償金の順序で充当し、残額があれば、第11条の規定による料金の支払いの際に返還します。
- 4 第2項の申し込み金を同項の規定により当宿泊施設が指定した日までにお支払いいただけない場合は宿泊契約はその効力を失うものとします。ただし、申し込み金の支払期日を指定するにあたり、当宿泊施設がその旨を宿泊客に告知した場合に限ります。

申し込み金の支払いを要しないこととする特約

第4条

- 1 前条第2項の規定にかかわらず、当宿泊施設は、契約の成立後同項の申し込み金の支払いを求めなかった場合及び要しないこととする特約に応じることがあります。
- 2 宿泊契約の申し込みを承諾するにあたり、当宿泊施設が前条第2項の申し込み金の支払いを当該申し込み金の支払期日を指定しなかった場合は前項の特約に応じたものとして取り扱います。

宿泊契約締結の拒否

第5条

当宿泊施設は、次に掲げる場合において、宿泊契約の締結に応じないことがあります。

- (1) 宿泊の申し込みが、この約款によらないとき
- (2) 満室(員)により客室の余裕がないとき
- (3) 宿泊客が宿泊に関し、法令の規定、公の秩序若しくは善良の風俗に反する行為をするおそれがあると認められるとき。
- (4) 宿泊客が泥酔等により他の宿泊客に迷惑を及ぼすおそれのあるとき。または他の宿泊客に著しく迷惑を及ぼす言動があるとき。

- (5) 宿泊客が「暴力団員による不当な行為の防止等に関する法律(平成4年3月1日施行)」による指定暴力団及び指定暴力団員等(以下「暴力団」及び「暴力団員」とする)またはその関係者、その他反社会的勢力であるとき。
- (6) 宿泊客が暴力団または暴力団員が事業活動を支配する法人、その他団体であるとき。
- (7) 宿泊客が法人で、その役員のうち暴力団員に該当する者がいるとき。
- (8) 宿泊客が宿泊施設もしくは宿泊施設従業員に対し、暴力、脅迫、恐喝、威圧的な不当要求を行い、あるいは、合理的範囲を超える負担を要求したとき、またはかつて同様な行為を行ったと認められるとき。
- (9) 宿泊客が伝染病患者であると明らかに認められるとき。
- (10) 宿泊に関し、合理的な範囲を超える負担を求められたとき。
- (11) 天災、施設の故障、その他やむを得ない事由により宿泊させることができないとき。

宿泊客の契約解除権

第6条

- 1 宿泊客は、当宿泊施設に申し出て、宿泊契約を解除することができます。
- 2 当宿泊施設は、宿泊客がその責めに帰すべき事由により宿泊契約の全部又は一部を解除した場合(第3条第2項の規定により当宿泊施設が申し込み金の支払期日を指定してその支払いを求めた場合であって、その支払いより前に宿泊客が宿泊契約を解除したときを除きます)は、別表第2に掲げるところにより、違約金を申し受けます。ただし、当宿泊施設が第4条第1項の特約に応じた場合にあっては、その特約に応じるにあたって、宿泊客が宿泊契約を解除したときの違約金支払義務について、当宿泊施設が宿泊客に告知したときに限ります。
- 3 当宿泊施設は、宿泊客が連絡をしないで宿泊日当日の午後10時(あらかじめ到着予定時刻が明示されている場合は、その時刻を2時間経過した時刻)になっても到着しないときは、その宿泊契約は宿泊客により解除されたものとみなし処理することがあります。

当宿泊施設の契約解除権

第7条

- 1 当宿泊施設は、次に掲げる場合においては、宿泊契約を解除することがあります。
 - (1) 宿泊客が宿泊に関し、法律の規定、公の秩序もしくは善良の風俗に反する行為をするおそれがあると認められるとき。
 - (2) 宿泊客が泥酔等により他の宿泊客に迷惑をおよぼすおそれのあるとき。または他の宿泊客に著しく迷惑を及ぼす言動があるとき。
 - (3) 宿泊客が「暴力団員による不当な行為の防止等に関する法律(平成4年3月1日施行)」による指定暴力団及び指定暴力団員等(以下「暴力団」及び「暴力団員」とする)またはその関係者、その他反社会的勢力であるとき。
 - (4) 宿泊客が暴力団または暴力団員が事業活動を支配する法人、その他団体であるとき。
 - (5) 宿泊客が法人で、その役員のうち暴力団員に該当する者がいるとき。
 - (6) 宿泊客が宿泊施設もしくは宿泊施設従業員に対し、暴力、脅迫、恐喝、威圧的な不当要求を行い、あるいは、合理的範囲を超える負担を要求したとき、またはかつて同様な行動を行ったと認められるとき。
 - (7) 宿泊客が伝染病患者であると明らかに認められるとき。
 - (8) 宿泊に関し合理的な範囲を超える負担を求められたとき。
 - (9) 天災、施設の故障、その他やむを得ない事由により宿泊させることができないとき。
 - (10) ベッド等での寝たばこ、消防用設備等に対するいたずら、その他当宿泊施設が定める利用規則の禁止条項に従わないとき。
- 2 当宿泊施設が前項の規定に基づいて宿泊契約を解除したときは、宿泊客がいまだ提供を受けていない宿泊サービス等の料金はいただきません。

宿泊の登録

第8条

- 1 宿泊客は宿泊日一週間前までに、次の事項を登録または提出していただきます。
 - (1) 宿泊客の氏名、年齢、性別、住所及び職業。
 - (2) 外国人にあっては、パスポートまたは身分証明書のコピー。
 - (3) 出発日及び出発予定時刻
 - (4) その他当宿泊施設が必要と認める事項。
- 2 宿泊客が第11条の料金の支払いを、クレジットカード等通貨に代わり得る方法により行おうとするときは、あらかじめ、前項の登録時にそれらを呈示していただきます。
- 3 当宿泊施設は、お預かりした個人情報を個人情報保護法に基づき適切に管理いたします。

客室の使用時間

第9条

- 1 宿泊客が当宿泊施設の客室を使用できる時間は、午後3時から翌日午前10時までとします。ただし、連続して宿泊する場合には、到着日及び出発日を除き、終日使用することができます。
- 2 当宿泊施設は、前項の規定にかかわらず、同項に定める時間外の客室の使用に応じることがあります。この場合には次に掲げる追加料金を申し受けます。

<料金> 午前10時以降30分延長毎に 1,000円(税込)

利用規則の遵守

第10条

宿泊客は当宿泊施設内においては、当宿泊施設が定めて宿泊内に提示した利用規則に従って頂きます。

料金の支払い

第11条

- 1 宿泊客が支払うべき宿泊料金等の内訳およびその算定方法は、別表第1に掲げるところによります。
- 2 前項の宿泊料金等の支払いは、通貨又はクレジットカードにより、宿泊客の到着の際又は宿泊二週間前までに行っていただきます。
- 3 当宿泊施設が宿泊客に客室を提供し、使用が可能になったのち、宿泊客が任意に宿泊しなかった場合においても宿泊料金は申し受けます。

当宿泊施設の責任

第12条

当宿泊施設は、宿泊契約およびこれに関連する契約の履行にあたり、又はそれらの不履行により宿泊客に損害を与えたときは、その損害を賠償します。ただし、賠償の範囲は実額が証明できるものに限らせていただきます。また、それが当宿泊施設の責めに帰すべき事由によるものではないときは、この限りではありません。

駐車場利用規則

第13条

- 1 自動車は必ず施錠してください。
- 2 場内に於いて不可抗力もしくは事故・盗難等により車輛、その他の物に損害が生じた場合、当方は一切賠償の責任を負いません。
- 3 駐車場の施設等を損害したときは、その損害を弁償していただきます。
- 4 場内に於いて不正駐車を発見したときには、1台3万円いただきます。
- 5 ご利用時間はチェックイン時刻からチェックアウト時刻までとさせていただきます。

契約した客室の提供ができないときの取り扱い

第14条

- 1 当宿泊施設は、宿泊客に契約した客室を提供できないときは、宿泊客の了解を得て、できる限り同一の条件による他の宿泊施設を斡旋するものとします。
- 2 当宿泊施設は、前項の規定にかかわらず、他の宿泊施設の斡旋ができないときは、違約金相当額の補償料を宿泊客に支払い、その補償料は損害賠償額に充当します。ただし、客室が提供できないことについて、当宿泊施設の責めに帰すべき事由がないときは、補償料を支払いません。

宿泊客の手荷物又は携帯品の保管

第15条

宿泊客がチェックアウトしたのち、宿泊客の手荷物又は携帯品が当宿泊施設に置き忘れていた場合は、所有者が廃棄したもとして処分をします。ただし、当宿泊施設の判断で、発見日を含め31日間保管し、その後最寄りの警察署に届けるなどの措置をとるときもあります。

宿泊客の責任

第16条

宿泊客の故意又は過失により当宿泊施設が損害を被ったときは、当該宿泊客は当宿泊施設に対し、その損害を賠償していただきます。

別表第1
宿泊料金等の算定方法(第2条第1項及び第11条第1項関係)

		内 訳
宿泊客が支払うべき総額	宿泊料金	①基本宿泊料金(室料)
	追加料金	①延泊料金 ②延長料金 ③その他の利用料金
	税金	イ 消費税(※)

※税法が改正された場合は、その改正された規定によるものとします。

別表第2
違約金(第6条第2項関係)

契約解除の通知を受けた日		
当日 連絡なしの不泊/不着	前日	3日前
100%	80%	30%

(注)

1. %は、基本宿泊料金に対する違約金の比率です。
2. 契約日数が短縮した場合は、その短縮日数にかかわらず、1日分(初日)の違約金を収受します。

禁止条項

第17条

当宿泊施設あるいは当宿泊施設運営に関連する事業主の事前許可を得ていない、営利を目的とした無断撮影を禁止します。客室の使用あるいは同等の利用の痕跡があり、当宿泊施設の施設利用が明らかな場合または媒体(電子媒体含む)への公表などで商行為を目的とした撮影素材の使用が明らかな場合、その他社会通念上常執を逸脱する客室の利用行為等が認められた場合、関係法令等(宿泊約款・利用規則を含む)に基づき、無断撮影に関連する機材・資料の没収、それらの使用差し止め請求・損害賠償請求などの措置をとらせて頂きます。

TERMS AND CONDITIONS OF ACCOMMODATION CONTRACT

Scope of Application

Article 1

- 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.
Moreover, any particulars not provided for herein shall be governed by laws and regulations and generally accepted practices.
- 2 In the case when the hotel has entered into a special contract with the guest insofar as such special contract does not violate laws and regulations 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

- 1 A guest who intends to make an application for an accommodation contract with the hotel shall notify the hotel of the following particulars:
 - (1) Name of the guest
 - (2) Date of accommodation and estimated time arrival
 - (3) Accommodation fee (In principle, the basic accommodation fee shown in Appendix 1)
 - (4) Other particulars deemed necessary by the hotel
- 2 In the case when the guest requests during his 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.

Conclusion of Accommodation Contracts

Article 3

- 1 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 if it has been proved that the hotel has not accepted the application.
- 2 When a contract for an accommodation has been concluded (in accordance with the provisions of the preceding paragraph), the guest is requested to pay an accommodation deposit.
The fixed deposit rate is set by the hotel and is within the limits of basic accommodation charges.
- 3 The deposit shall first be used for total accommodation charges to be paid by the guest, secondly for cancellation charges (under Article 6), thirdly for reparations under Article 16 (as applicable), and lastly for any accommodation charges as stated in Article 11.
- 4 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 when the period of payment of the deposit is specified.

Special Contracts Requiring No Accommodation Deposit

Article 4

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

Rejected of Accommodation Contract

Article 5

The hotel may not accept the conclusion of an accommodation contract under any of the following cases:

- (1) When the application for accommodation does not conform with the provisions of these terms and conditions.
- (2) When the hotel is fully booked and no room is available.
- (3) When the guest seeking accommodation is deemed liable to conduct himself in a manner that will contravene laws or act against the public order or good morals in regard to his accommodation;
- (4) When the guest is severely intoxicated or in other cases where the guest is thought likely to inconvenience other guests. When the behavior of the guest is expected to create a significant inconvenience for other guests.
- (5) When the guest is a member of or affiliated with an organized crime group designated in the law for the prevention of wrongful acts by organized crime groups (enacted March 1, 1992), or is affiliated with a member of such a designated group (these groups and members being hereafter referred to as "Organized Crime Groups" and "Members of Organized Crime Groups"), or is a member of any other antisocial force or movement.
- (6) When the guest is a corporation or other organization which directs the business activities of Organized Crime Groups or Members of Organized Crime Groups.
- (7) When the guest is a corporation which includes a Member of an Organized Crime group among its officials.
- (8) When the guest engages in violence, threats, extortion, or coercive improper demands against the hotel or its employees, or makes demands that place unreasonable burden on them, or is known to have previously engaged in said behavior.
- (9) When the guest seeking accommodation can be clearly detected as carrying an infectious disease;
- (10) When the hotel is requested to assume an unreasonable burden in regard to his accommodation;
- (11) When the hotel is unable to provide accommodation due to natural calamities, dysfunction of the facilities of other unavoidable causes.

Right to Cancel Accommodation Contract by the Guest

Article 6

- 1 The guest is entitled to cancel the accommodation contract by notifying the hotel.
- 2 In the case when the guest has canceled 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 No2. 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 payment of the cancellation charges in case of cancellation by the guest.
- 3 In the case when the guest does not appear by 10pm of the accommodation date (2 hours after the expected time of arrival the hotel is notified of it) without advance notice, the hotel may regard the accommodation contract as being canceled by the guest.

Right to Cancel Accommodation Contract by the hotel

Article 7

- 1 The hotel may cancel the accommodation contract under any of the following cases:
 - (1) When the guest is deemed liable to conduct or has conducted himself in a manner that will contravene the laws or act against the public order and good morals in regard to his accommodation;
 - (2) When the guest is severely intoxicated or in other case where the guest is thought likely to inconvenience other guests. When the behavior of the guest is expected to create a significant inconvenience for other guests.
 - (3) When the guest is a member of or affiliated with an organized crime group designated in the Law for the Prevention of Wrongful Acts by Organized Crime Groups (enacted March 1, 1992), or is affiliated with a member of such a designated group (these groups and members being hereafter referred to as "Organized Crime Groups" and "Members of Organized Crime Groups"), or is a member of any other antisocial force or movement.
 - (4) When the guest is a corporation or other organization which directs the business activities of Organized Crime Groups or Member of Organized Crime Groups.
 - (5) When the guest is a corporation which includes a Member of an Organized Crime Group among its officials.

- (6) When the guest engages in violence, extortion, or coercive improper demands against the hotel or its employees, or makes demands that place unreasonable burden on them, or is known to have previously engaged in said behavior.
- (7) When the guest can be clearly detected as carrying an infectious disease.
- (8) When the hotel is requested to assume an unreasonable burden in regard to his accommodation.
- (9) When the hotel is unable to provide accommodation due to natural calamities or other causes of force majeure.
- (10) When the guest does not observe prohibited actions such as smoking in bed, mischief to fire prevention instruments and other prohibitions of the use regulations stipulated by the hotel (restricted to particulars deemed necessary in order to avoid the causing of fires).

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 of the services for which the guest has not received during the contractual period.

Registration

Article 8

- 1 The guest shall register the following particulars one week prior to the date of accommodation.
 - (1) Name, age, gender, address and occupation of the guest(s).
 - (2) For aliens, a copy of passport or identification card
 - (3) Date and estimated time of departure
 - (4) Other particulars deemed necessary by the hotel
- 2 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 credit cards these credentials shall be shown in advance at the time of the registration prescribed in the preceding paragraph.
- 3 This property will properly manage the personal information it has received in accordance with the Personal Information Protection Law.

Occupancy Hours of Guest Rooms

Article 9

- 1 The guest can use the hotel rooms from 3:00 pm to 10:00 am the following day.
However, when staying continuously, it can be used every day except for arrival and departure dates.
- 2 Regardless of the provisions of the preceding paragraph, this accommodation facility may respond to the use of guest rooms outside the hours specified in the same paragraph.
In this case, the following additional charges will be charged.
 - * From 10:00 am to 30 minutes extension 1,000 yen (tax included)

Observance of use Regulations

Article 10

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

Payment of Accommodation Charges

Article 11

- 1 The breakdown and method of calculation of the accommodation charges, that the guest shall pay, are listed on the attached table No.1.
- 2 Payment of the accommodation fee, in the preceding paragraph must be made by the currency or credit card upon arrival of the guest or two weeks before the stay.
- 3 Accommodation charges shall be paid even if the guest voluntarily does not utilize the accommodation facilities provided for him by the hotel and are at his disposal.

Liabilities of the hotel

Article 12

The hotel shall compensate the guest for the damage if the hotel has caused such damage to the guest in the fulfillment of the non fulfillment of the accommodation contract or related agreements for goods and services. However, the same shall not apply in a case where such damage has been caused due to reasons for which the hotel is not liable.

Parking Space Regulations

Article 13

- 1 Always be sure to lock your vehicle.
- 2 The hotel shall accept no responsibility for compensation to the guest in the event of damage or loss to vehicles or other belongings occurring in the hotel's parking lot as a result of disaster, accident, or other cause.
- 3 The guest shall compensate the hotel for any damage he / she may cause to parking lot facilities.
- 4 A fine of 30000 yen will be collected for any vehicle found parked in the hotel parking lot without authorization.
- 5 This parking lot may only be used by the guest between the hours of his / her check-in and check-out.

Handling When Unable to Provide Contracted Rooms

Article 14

- 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 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.

Custody of Baggage and Belongings of the guest

Article 15

If the guest's luggage or personal belongings are left behind at the property after the guest has checked out, the owner will dispose of it as discarded. However, at the property's discretion, it may be stored for 31 days including the date of discovery and then taken to the nearest police station.

Liability of the Guest

Article 16

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

Attached Table No.1

Calculation method for Accommodation Charges, etc.

(Ref. Paragraph 1 of Article 2, Paragraph 1 of Article 11)

		Translation
Total amount to be paid by guests	Accommodation charge	① Basic accommodation charge (Room charge)
	Additional charges	① Extra night charge
		② Extension fee
		③ Other charges
Tax	④ Consumption tax(※)	

※Should the taxation laws be revised, the revised provisions shall apply here.

Attached Table No.2

Cancellation Charge for Hotel (Ref. Paragraph 2 of Article 6)

Day When Cancellation of Contract a Notice		
Accommodation Day No Show	1 Day Prior to Accommodation Day	3 Days Prior to Accommodation Day
100%	80%	30%

Remakes:

- 1.The percentage signifies the rate of cancellation charge to the Basic Accommodation Charges.
- 2.When the number of days contracted is shortened, cancellation charge for the first day shall be paid by the Guest regardless of the number of days shortened.

Unauthorized Use of Hotel Facilities

Article 17

Under the terms and conditions of the accommodation contract, (between Our Hotel and the guest) it is illegal /forbidden to produce, document, distribute, publicize, or advertise any information, film, brochures or pictures concerning the hotel's facilities, staff, guest, and hotel events / activities.

It is illegal to use the hotel's facilities for business promotions, advertisements, campaigns, and / or other types of propaganda unless authorized by the hotel's management, if caught or suspected of such named illegal activities, all / any materials, documents, cameras, and equipment will be confiscated and retained by the hotel management until legal action has been taken. Anyone caught or suspected of such named illegal activities will be asked to vacate the hotel and its facilities.

Hotel fees will be paid in full for the reservation / reservations. No refunds will be given.

If any unauthorized advertisement, promotion, campaign, commercial, movie(etc.) has been published on T.V, radio, or other public related events, all parties involved will be sued for damages and penalized by Japanese law.

The hotel will also demand payment of restitution for such named activities.