

TERMS AND CONDITIONS FOR ACCOMMODATION CONTRACTS

宿泊約款

(適用範囲)

- 第 1 条** 当館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、法令等（法令又は法令に基づくものをいう。以下同じ。）又は一般に確立された慣習によるものとし、
- 2 当館が、法令等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、

(宿泊契約の申込み)

- 第 2 条** 当館に宿泊契約の申込みをしようとする者は、次の事項を当館に申し出て頂きます。
- (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) その他当館が必要と認める事項
- 2 宿泊客が、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、当館は、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** 宿泊契約は、当館が前条の申し込みを承諾したときに成立するものとし、ただし、当館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(3日を超えるときは3日間)の基本宿泊料を限度として当館が定める申込金を、当館が指定する日までに、お支払頂きます。
 - 3 申込金は、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 18 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 12 条の規定による料金の支払いの際に返還します。
 - 4 第 2 項の申込金を同項の規定により当館が指定した日までにお支払い頂けない場合は、宿泊契約はその効力を失うものとし、ただし、申込金の支払期日を指定するに当たり、当館がその旨を宿泊客に告知した場合に限ります。

(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 herein shall be governed by laws and regulations ("laws and regulations," or those based on laws and regulations. The same shall apply hereinafter) and/or 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 the special contract shall take precedence over the provisions of these Terms and Conditions, notwithstanding the preceding Paragraph.

(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. If 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.

(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 shall not apply where 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 provisions of the preceding Paragraph, the Guest is requested 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 Charge to be paid by the Guest, then secondly for cancellation charges under Article 6 and thirdly for reparations under Article 18 as applicable, and the remainder, if any, shall be refunded at the time of 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, 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.

TERMS AND CONDITIONS FOR ACCOMMODATION CONTRACTS

宿泊約款

(申込金の支払いを要しないこととする特約)

- 第4条** 前条第2項の規定にかかわらず、当館は契約の成立後同項の申込金の支払いを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当たり、当館が前条第2項の申込金の支払いを求めなかった場合及び当該申込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。

(施設における感染防止対策への協力の求め)

- 第4条の2** 当館は宿泊しようとする者に対し、旅館業法（昭和23年法律第138号）第4条の2第1項の規定による協力を求めることができます。

(宿泊契約締結の拒否)

- 第5条** 当館は、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。ただし、本項は当館が、旅館業法第5条に掲げる場合以外の場合に宿泊を拒むことがあることを意味するものではありません。
- (1) 宿泊の申し込みが、この約款によらないとき。
 - (2) 満室により客室の余裕がないとき。
 - (3) 宿泊しようとする者が、宿泊に関し、法令の規定、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。
 - (4) 宿泊しようとする者が、次のイからハに該当すると認められるとき。
 - イ 暴力団員による不当な行為の防止等に関する法律（平成3年法律第77号）第2条第2号に規定する暴力団（以下「暴力団」という。）、同法第2条第6号に規定する暴力団員（以下「暴力団員」という。）、暴力団準構成員又は暴力団関係者その他の反社会的勢力
 - ロ 暴力団又は暴力団員が事業活動を支配する法人その他の団体であるとき
 - ハ 法人でその役員のうちに暴力団員に該当する者があるもの
 - (5) 宿泊しようとする者が、他の宿泊客に著しい迷惑を及ぼす言動をしたとき。
 - (6) 宿泊しようとする者が、旅館業法第4条の2第1項第2号に規定する特定感染症の患者等（以下「特定感染症の患者等」という。）であるとき。
 - (7) 宿泊に関し暴力的要求行為が行われ、又は合理的な範囲を超える負担を求められたとき（宿泊しようとする者が障害を理由とする差別の解消の推進に関する法律（平成25年法律第65号。以下「障害者差別解消法」という。）第7条第2項又は第8条第2項の規定による社会的障壁の除去を求める場合は除く。）。
 - (8) 宿泊しようとする者が、当館に対し、その実施に伴う負担が過重であって他の宿泊者に対する宿泊サービス提供を著しく阻害する恐れがある要求として旅館業法施行規則第5条の6で定めるものを繰り返したとき。
 - (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) 静岡県旅館業法施行令第5条の規定する場合に該当するとき。

(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 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 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, it shall be treated as that the Hotel has accepted a special contract prescribed in the preceding Paragraph.

(Request for cooperation in infection control measures at facilities)

- Article 4-2.** The Hotel may request cooperation from the person who intends to stay at the hotel in accordance with the provisions of Article 4-2, Paragraph 1 of the Hotel Business Act (Act No. 138 of 1948).

(Refusal of Accommodation Contracts)

- Article 5.** The Hotel may not accept the conclusion of an Accommodation Contract under any of the following circumstances. However, this paragraph does not mean that the Hotel may refuse accommodation in cases other than those listed in Article 5 of the Hotel Business Act.
- (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/herself in a manner that will violate laws or act against the public order or good morals in regard to his/her accommodation.
 - (4) When the person who intends to stay at this hotel is deemed to fall under any of the following items (a) through (c).
 - (a) Organized Crime Groups as defined in Article 2, Item 2 of the Act on Prevention of Unjust Acts by Organized Crime Groups (Act No. 77 of 1991) (hereinafter referred to as "Organized Crime Groups"), members of organized crime groups as defined in Article 2, Item 6 of the same article (hereinafter referred to as "Members of Organized Crime Groups"), associate members of organized crime groups or persons related to organized crime groups, or other antisocial groups.
 - (b) When the person is a organized crime group or a corporation or other organization whose business activities are controlled by a organized crime group or a member of an organized crime group.
 - (c) A person who is a juridical person and one of its officers falls under the category of an organized crime group member.
 - (5) When the person is behaving in such a manner as to be an annoyance to other guests.
 - (6) When a person who intends to stay at this hotel is a patient, etc. of a specified infectious disease as defined in Article 4-2, paragraph 1, item 2 of the Hotel Business Act (hereinafter referred to as "patient, etc. of specified infectious disease").
 - (7) When a violent act of demand is committed or a burden exceeding a reasonable range is demanded with regard to accommodation (Excluding cases where the person seeking accommodation requests the removal of social barriers pursuant to the provisions of Article 7, Paragraph 2 or Article 8, Paragraph 2 of the Act (Act No. 65 of 2013. Hereinafter referred to as the "Act on Elimination of Discrimination against Persons with Disabilities") on Promotion of Elimination of Discrimination on the Basis of Disability.).
 - (8) When the person who intends to stay in the Hotel has repeatedly made a request to the Hotel as specified in Article 5-6 of the Enforcement Regulations of the Hotel Business Act as a request whose burden is excessive in its implementation and which may seriously impede the provision of accommodation-related services to other guests.
 - (9) When the Hotel is unable to provide accommodation due to natural calamities, malfunction of facilities and/or other unavoidable causes.
 - (10) When the provisions of Article 5 of Shizuoka Prefectural Ordinance are applicable.

TERMS AND CONDITIONS FOR ACCOMMODATION CONTRACTS

宿泊約款

(宿泊契約締結の拒否の説明)

第5条の2 宿泊しようとする者は、当館に対し、当館が前条に基づいて宿泊契約の締結に応じない場合、その理由の説明を求めることができます。

(宿泊客の契約解除権)

第6条 宿泊客は、当館に申し出て、宿泊契約を解除することができます。

2 当館は、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項の規定により当館が申込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、当館が第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当たって、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、当館が宿泊客に告知したときに限ります。

3 当館は、宿泊客が連絡をしないで宿泊日当日の午後8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。

(当館の契約解除権)

第7条 当館は、次に掲げる場合においては、宿泊契約を解除することができます。ただし、本項は、当館が旅館業法第5条に掲げる場合以外の場合に宿泊を拒むことがあることを意味するものではありません。

(1) 宿泊客が宿泊に関し、法令の規定、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、又は同行者をしたと認められるとき。

(2) 宿泊客が次のイからハに該当すると認められるとき。

イ 暴力団、暴力団員、暴力団準構成員又は暴力団関係者その他の反社会的勢力

ロ 暴力団又は暴力団員が事業活動を支配する法人その他の団体であるとき

ハ 法人でその役員のうち暴力団員に該当する者があるもの

(3) 宿泊客が他の宿泊客に著しい迷惑を及ぼす言動をしたとき。

(4) 宿泊客が特定感染症の患者等であるとき。

(5) 宿泊に関し暴力的要求行為が行われ、又は合理的な範囲を超える負担を求められたとき（宿泊客が障害者差別解消法第7条第2項又は第8条第2項の規定による社会的障害の除去を求める場合を除く。）。

(6) 宿泊客が、当館に対し、その実施に伴う負担が過重であって他の宿泊者に対する宿泊に関するサービスの提供を著しく阻害するおそれのある要求として旅館業法施行規則第5条の6で定めるものを繰り返したとき。

(7) 天災等不可抗力に起因する事由により宿泊させることができないとき。

(8) 静岡県旅館業法施行令第5条の規定する場合に該当するとき。

(9) 寝室での寝たばこ、消防用設備等に対するいたずら、その他当館が定める利用規則の禁止事項（火災予防上必要なものに限る。）に従わないとき。

2 当館が前項の規定に基づいて宿泊契約を解除したときは、宿泊客がまだ提供を受けていない宿泊サービス等の料金は頂きません。

(Explanation of refusal to conclude a contract of accommodation)

Article 5-2. The person who intends to stay may request the Hotel to explain the reasons for its refusal to enter into a contract of accommodation in accordance with the preceding article.

(Right to Cancel Accommodation Contracts by the Guest)

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

2. If 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 Article 3, Paragraph 2 and the Guest has cancelled before the payment), the Guest shall pay cancellation charges as listed in Table No. 2, Attached. However, in the case when a special contract as prescribed in Article 4, Paragraph 1 has been concluded, the same shall apply only when the Guest is informed of the obligation of the payment of cancellation charges in case of cancellation by the Guest.

3. In the case where the Guest does not arrive at the Hotel by 8:00 pm of the accommodation date (or within two hours after the expected time of arrival that the Hotel has been notified of), and fails to notify the Hotel in advance, 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 circumstances. However, this paragraph does not mean that this hotel may refuse accommodation in cases other than those listed in Article 5 of the Hotel Business Act.

(1) When the Guest is deemed liable for conduct and/or has conducted himself/herself in a manner that will violate laws or act against the public order and good morals in regard to his/her accommodation.

(2) When it is recognized that the Guest falls under any of the following items (a) through (c).

(a) When the Guest is a crime group, a member of a crime group, a quasi-constituent of a crime group, or a person related to a crime group, or any other antisocial group.

(b) When the Guest is a juridical person or other organization whose business activities are controlled by a crime group or a member of a crime group.

(c) when the Guest seeking accommodation is a corporation which any of directors are proven to be a member of an organized crime group.

(3) When the Guest is behaving in such a manner as to be an annoyance to other guests.

(4) When the Guest is a patient, etc. of specified infectious disease.

(5) When the Guest who intends to stay at the accommodation commits a violent demand act or asks for a burden exceeding a reasonable range with regard to the accommodation (except when the guest requests the removal of social barriers as provided in Article 7, paragraph 2 or Article 8, paragraph 2 of the Act on Elimination of Discrimination against Persons with Disabilities).

(6) When the Guest repeatedly makes a request to this hotel that is so burdensome in its implementation that it may seriously impede the provision of accommodation-related services to other guests, as specified in the Article 5-6 of the Enforcement Regulations of the Hotel Business Act.

(7) When the Hotel is unable to provide accommodation due to natural calamities and/or other causes of force majeure.

(8) When the provisions of Article 5 of Shizuoka Prefectural Ordinance are applicable.

(9) When the Guest is found to be smoking in bed or tampering with fire extinguishing equipment or does not follow any other prohibited matters as stipulated in the Hotel Regulations (restricted to particulars deemed necessary in order to avoid the causing of fires).

2. If the Hotel has canceled the Accommodation Contract in accordance with the preceding Paragraph, the Hotel shall not charge the Guest for any of the services during the contractual period he/she has not received.

TERMS AND CONDITIONS FOR ACCOMMODATION CONTRACTS

宿泊約款

(宿泊契約解除の説明)

第7条の2 宿泊客は、当館に対し、当館が前条に基づいて宿泊契約を解除した場合、その理由の説明を求めすることができます。

(宿泊の登録)

第8条 宿泊客は、宿泊日当日、当館のフロントにおいて、次の事項を登録して頂きます。

- (1) 宿泊客の氏名、住所及び連絡先
 - (2) 日本国内に住所を有しない外国人にあつては、国籍・旅券番号
 - (3) その他当館が必要と認める事項
- 2 宿泊客が第12条の料金の支払いを、宿泊券、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頂きます。

(客室の使用時間)

第9条 宿泊客が当館の客室を使用できる時間は、タワー館は午後2時から翌朝11時、AQUA SQUAREは午後3時から翌朝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 当館は、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。
- (1) 超過3時間までは、室料金の3分の1
 - (2) 超過6時間までは、室料金の2分の1
 - (3) 超過6時間以上は、室料金の全額
- 3 前項の室料相当額は、基本宿泊料の70%とします。

(利用規則の遵守)

第10条 宿泊客は、当館内においては、当館が定めた利用規則に従って頂きます。

(営業時間)

第11条 当館の主な施設等の営業時間は次のとおりとし、その他の施設等の詳しい営業時間は備付けパンフレット、各所の掲示、客室内のサービスディレクトリー等で御案内いたします。

- (1) ホテルフロント・キャッシャー等サービス時間
 - イ ホテルフロントサービス午後10時00分迄
 - ロ エクスチェンジサービス午後10時00分迄
 - (2) 飲食等（施設）サービス時間：
 - イ 朝食 午前7時00分～午前9時30分
 - ロ 昼食 午前11時30分～午後3時00分
 - ハ 夕食 午後5時30分～午後8時30分
 - ニ その他の飲食等
 - (3) 附帯サービス施設時間：24時まで
- 2 前項の時間は、必要やむを得ない場合には臨時に変更することがあります。その場合には、適当な方法をもってお知らせします。

(Explanation of Cancellation of Accommodation Contract)

Article 7-2. In the event that the Hotel cancels the accommodation contract in accordance with the preceding article, the Guest may request an explanation of the reasons for such cancellation.

(Registration)

Article 8. The Guest shall register the following particulars at the Front Desk of the Hotel on the day of the accommodation:

- (1) Name, address, and contact information of the Guest(s).
 - (2) Nationality and passport number for foreigners who do not have a domicile in Japan.
 - (3) Other particulars deemed necessary by the Hotel.
2. In cases when the Guest intends to pay his/her Accommodation Charges prescribed in Article 12 by any means other than Japanese currency, such as coupons or credit cards, these credentials shall be shown in advance at the time of 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 2:00 pm on the day of arrival to 11:00 am on the day of departure in the Tower Building and 3:00 pm on the day of arrival to 10:00 am on the day of departure in AQUA SQUARE. However, when the Guest is accommodated at the Hotel continuously, the Guest may occupy the guestroom 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 guestroom beyond the time prescribed in the same Paragraph, in this case, extra charges shall be paid as follows.

- (1) Up to three hours: one third of the room charge.
 - (2) Up to six hours: one half of the room charge.
 - (3) More than six hours: room charge in full.
3. The amount equivalent to the room charge in the preceding paragraph shall be 70% of the basic room charge.

(Observance of Hotel Regulations)

Article 10. The Guest shall observe the Hotel Regulations established by the Hotel.

(Business Hours)

Article 11. The business hours of the Hotel's main facilities are as follows, and those of other facilities, etc. shall be notified in detail by brochures as provided, notices displayed in various places, the Service Directory in guest rooms and other means.

- (1) Service hours of the Front Desk, cashier, etc.:
 - A Front service until 10:00 pm
 - B Exchange Service until 10:00 pm
 - (2) Service hours (at facilities) for dining, drinking, etc.:
 - (a) Breakfast 7:00 am to 9:30 am
 - (b) Lunch 11:30 am to 3:00 pm
 - (c) Dinner 5:30 pm to 8:30 pm
 - (d) Other food and beverages, etc.
 - (3) Service hours of auxiliary facilities until 12:00 am
2. The business hours specified in the preceding Paragraph are subject to temporary changes due to unavoidable circumstances of the Hotel. In such cases, the Guest shall be informed by appropriate means.

TERMS AND CONDITIONS FOR ACCOMMODATION CONTRACTS

宿泊約款

(料金の支払い)

- 第 12 条** 宿泊客が支払うべき宿泊料金等の内訳は、別表第 1 に掲げるところによります。
- 前項の宿泊料金等の支払いは、通貨又は当館が認めた旅行小切手、宿泊券、クレジットカード等これに代わり得る方法により、宿泊客の出発の際又は当館が請求した時、ホテルフロントにおいて行っていただきます。
 - 当館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。

(当館の責任)

- 第 13 条** 当館は、宿泊契約及びこれに関連する契約の履行に当たり、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、それが当館の責めに帰すべき事由によるものでないときは、この限りではありません。
- 当館は、万一の火災等に対処するため、旅館賠償責任保険に加入しております。

(契約した客室の提供ができないときの取扱い)

- 第 14 条** 当館は、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あっ旋するものとします。
- 当館は、前項の規定にかかわらず他の宿泊施設のあっ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、当館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。

(寄託物等の取扱い)

- 第 15 条** 宿泊客がホテルフロントにお預けになった物品又は現金並びに貴重品について、滅失、毀損等の損害が生じたときは、それが不可抗力である場合を除き、当館は、その損害を賠償します。ただし、現金及び貴重品については、当館がその種類及び価額の明告を求めた場合であって、宿泊客がそれを行わなかったときは、当館に故意又は重大な過失がある場合を除き、15 万円を限度として当館はその損害を賠償します。
- 宿泊客が、当館にお持込みになった物品又は現金並びに貴重品であってホテルフロントにお預けにならなかったものについて、当館の故意又は過失により滅失、毀損等の損害が生じたときは、当館は、その損害を賠償します。ただし、宿泊客からあらかじめ種類及び価額の明告のなかったものについては、当館に故意又は重大な過失がある場合を除き、5 万円を限度として当館はその損害を賠償します。

(Payment of Accommodation Charges)

- Article 12.** The breakdown of the Accommodation Charges, etc. to be paid by the Guest is as listed in the Table No. 1, attached.
- Accommodation Charges, etc. prescribed in the preceding Paragraph shall be paid in Japanese currency or by other means such as traveler's cheques, coupons or credit cards at the Front Desk at the time of the Guest's departure or upon request by the Hotel.
 - Accommodation Charges shall be paid even if the Guest voluntarily does not utilize the accommodation facilities provided for him/her by the Hotel.

(Liabilities of the Hotel)

- Article 13.** The Hotel shall compensate the Guest for damages if the Hotel has caused such damage to the Guest in its fulfillment or the nonfulfillment of the Accommodation Contract and/or related agreements. However, the same shall not apply in cases where such damage has been caused due to reasons for which the Hotel is not liable.
- The Hotel is covered by the Hotel Liability Insurance in order to deal with unexpected fires 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.
- 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 said compensation fee shall be applied to compensation of damages. However, when the Hotel cannot provide accommodation due to causes for which the Hotel is not liable, the Hotel shall not pay the Guest a compensate fee.

(Handling of Deposited Articles)

- Article 15.** The Hotel shall compensate the Guest for any loss, damage, or other harm caused to items, cash, or valuables deposited by the Guest at the Front Desk, except where such damage has been caused by force majeure. However, with respect to cash and valuables, if the Hotel requests the Guest to declare their type and value and the Guest fails to do so, the Hotel shall compensate for the damage up to a maximum of 150,000 yen, unless such damage is caused by the willful misconduct or gross negligence of the Hotel.
- The Hotel shall compensate the Guest for the damage when loss, breakage or other damage is caused, through intention or negligence on the part of the Hotel, to the 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 type and value has not been declared in advance by the Guest, the Hotel shall compensate the Guest within the limits of 50,000 yen, except in the case where loss or damage was caused intentionally or by gross negligence on the part of the Hotel.

TERMS AND CONDITIONS FOR ACCOMMODATION CONTRACTS

宿泊約款

(宿泊客の手荷物又は携帯品の保管)

- 第 16 条** 宿泊客の手荷物が、宿泊に先立って当館に到着した場合は、その到着前に当館が了解したときに限って責任をもって保管し、宿泊客がホテルフロントにおいてチェックインする際お渡しします。
- 2 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館に置き忘れられていた場合において、当ホテルは原則として所有者からの照会の連絡を待ち、その指示を求めるものとします。所有者が不明な場合又は連絡がとれないときは、発見日を含め、一定期間保管し、その後貴重品については最寄りの警察署に提出し、その他物品については、3ヶ月経過後に処分いたします。ただし、飲食物・たばこ・雑誌・新聞および衛生環境を損なう懸念のある物品、その他廃棄物に相当する物品は、保管期間内であっても翌日に処分をさせていただきます。
- 3 前2項の場合における宿泊客の手荷物又は携帯品の保管についての当館の責任は、第1項の場合にあっては前条第1項の規定に、前項の場合にあっては同条第2項の規定に準じるものとします。

(駐車責任)

- 第 17 条** 宿泊客が当館の駐車場をご利用になる場合、車両のキーの寄託の如何にかかわらず、当館は場所をお貸しするものであって、車両の管理責任まで負うものではありません。ただし、駐車場の管理に当たり、当館の故意又は過失によって損害を与えたときは、その賠償の責めに任じます。

(宿泊客の責任)

- 第 18 条** 宿泊客の故意又は過失により当館が損害を被ったときは、当該宿泊客は当館に対し、その損害を賠償していただきます。
- 2 当館と宿泊客との間の宿泊契約に関する紛争は、日本法を準拠法とし、当館の所在地を管轄する地方裁判所又は簡易裁判所をもって専属管轄裁判所とします。

(Custody of Baggage and/or Belongings of the Guest)

- Article 16.** When the baggage of the Guest is brought into the Hotel before his/her arrival, the Hotel shall be liable to keep it only in cases 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/her check-in.
2. If a Guest's baggage or personal belongings are found left at the Hotel after check-out, the Hotel shall, as a general rule, await contact from the owner and request instructions. If the owner cannot be identified or contacted, the Hotel shall keep such items for a designated period (including the date of discovery). Thereafter, valuables shall be delivered to the nearest police station, and other items shall be disposed of after three months. Notwithstanding the foregoing, food, beverages, tobacco, magazines, newspapers, items that may pose a hygiene risk, and other disposable items shall be disposed of on the following day, regardless of the storage period.
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 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 to 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.
- 2 Disputes over Accommodation Contracts between the Hotel and its Guest shall be governed by the laws of Japan, with the court that has jurisdiction over the Hotel's location being the exclusive jurisdiction court.

別表第 1 宿泊料金の算定方法 (第 2 条第 1 項及び第 12 条第 1 項関係)

		内訳
支 払 う べ き 総 額	宿泊料金	①基本宿泊料 (室料+朝・夕食料)
	追加料金	②追加飲食 (朝・夕食以外の飲食料) 及びその他の利用料金
	税金	イ 消費税 ロ 入湯税 ハ 宿泊税

- 備考 1. 基本宿泊料はホテルフロントに掲示する料金表によります。
2. 子供料金は小学生以下に適用し、大人に準ずる食事と寝具を提供したときは大人料金の 70%、子供用食事と寝具を提供したときは 50%をいただきます。寝具及び食事を提供しない幼児 (2~3 才) については、施設利用料をいただきます。

Attached Table No.1 Breakdown of Accommodation Charges, etc (Ref. Paragraph 1 of Article 2 and Paragraph 1 of Article 12)

		Contents
Total Amount to be Paid by the Guest	Accommodation Charges	(1) Basic Accommodation Charge (Room Charge + Breakfast and Dinner)
	Extra Charges	(2) Additional food and beverages (other than Breakfast and Dinner) and Other Expenses
	Taxes	a. Consumption tax b. Bath tax c. Accommodation Tax

Remarks:

1. The basic room charge is based on the tariff posted at the Front Desk.
2. Child fare is applicable to elementary school students and below. 70% of the adult rate is charged when meals and bedding equivalent to those for adults are provided, 50% when meals and bedding for children are provided. Infants (2-3 years old) for whom bedding and meals are not provided will be charged a facility charge

TERMS AND CONDITIONS FOR ACCOMMODATION CONTRACTS

宿泊約款

別表第 2 違約金 (第 6 条第 2 項関係)

	不泊	当日	前日	2 日前	3 日前	5 日前	6 日前	7 日前	8 日前	14 日前	15 日前	30 日前
14 名まで	100%	100%	50%	50%	30%	30%	20%	20%				
15 名～30 名まで	100%	100%	50%	50%	30%	30%	20%	20%				
31 名～100 名まで	100%	100%	80%	50%	30%	30%	30%	30%	20%	20%	10%	10%
101 名以上	100%	100%	80%	50%	50%	40%	40%	30%	30%	20%	20%	10%

- 注) 1. %は、基本宿泊料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。
 3. 団体客(15 名以上)の一部について契約の解除があった場合、宿泊の 10 日前(その日より後に申込をお引受けした場合にはそのお引き受けした日)における宿泊人数の 10% (端数が出た場合には切り上げる。)にあたる人数については、違約金はいただきません。
 4. 団体においては予約受付の際に、提示し契約成立している違約金が優先されます。
 5. 当ホテルが主催する一部の企画商品について契約の解除があった場合は、別表第 2 の限りではありません。ただし契約者への事前の告知をしたときに限ります。

Attached Table No. 2 Cancellation Charge (Ref. Paragraph 2 of Article 6)

	1 to 14	15 to 30	31 to 100	101 and more
No show	100%	100%	100%	100%
Accommodation day	100%	100%	100%	100%
1Day Prior to Accommodation day	50%	50%	80%	80%
2Day Prior to Accommodation day	50%	50%	50%	50%
3Day Prior to Accommodation day	30%	30%	30%	50%
5Day Prior to Accommodation day	30%	30%	30%	40%
6Day Prior to Accommodation day	20%	20%	30%	40%
7Day Prior to Accommodation day	20%	20%	30%	30%
8Day Prior to Accommodation day			20%	30%
14Day Prior to Accommodation day			20%	20%
15Day Prior to Accommodation day			10%	20%
30Day Prior to Accommodation day			10%	10%

Remarks:

- The percentages signifies the rate of cancellation charge to the Basic Accommodation Charges.
- 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.
- In the event of cancellation of a contract for a part of a group (15 or more persons), 10% of the number of persons staying at the hotel 10 days prior to the date of stay (or the date of acceptance if the application is accepted after that date) (any fractional number will be rounded up) will not be subject to a penalty.
- For groups, the cancellation charge presented and the contract has been concluded will be given priority when accepting reservations.
- If the contract is canceled for some of the planned products sponsored by this Hotel, the provisions in Attached Table 2 will not apply. However, this shall only apply when the party with whom the contract has been concluded has been notified in advance.