

グラントゥース運営施設

宿泊約款

最終改正 令和元年5月8日

(適用範囲)

第1条 当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、法令又は一般に確立された慣習によるものとする。

2 当施設が、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する。

(宿泊契約の申込み)

第2条 当施設に宿泊契約の申込みをしようとする者は、次の事項を当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) 宿泊料金及び清掃料金(別表第1による。)
- (4) その他当施設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する。ただし、当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施設が定める申込金を、当施設が指定する日までに、お支払いいただきます。

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7条及び第19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、チェックアウト後10日以内に返還します。

4 第2項の申込金を同項の規定により当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、申込金の支払期日を指定するに当たり、当施設がその旨を宿泊客に告知した場合に限ります。

(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、当施設は、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、当施設が前条第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。

(デポジットの支払い等)

第5条 宿泊客は、前2条に定める申込金とは別に、宿泊に当たり、当施設の要求に応じ、10万円のデポジットを当施設に支払うものとします。ただし、当施設の判断により、デポジットの金額を変更することがあります。

2 当施設は、チェックアウト後10日以内に、宿泊客指定口座にデポジットを振り込む方法で返金いたします。ただし、本条4項各号に該当する場合には、デポジットの金額から本条4項各号を差し引いた額を返金するものとします。

3 宿泊客が、宿泊料金をクレジットカードで支払う場合には、当施設が当該クレジットカードのデポジット相当額の与信枠を確認することをもって、本条1項のデポジットの支払いに代えることができます。

4 下に掲げる場合には、宿泊客は、当然に、デポジットからその支払いをすることとします。本条3項の場合には、宿泊客は、当該クレジットカードを利用して本項各号の料金の支払いをすることとし、当施設が、宿泊客に特段の同意を得ることなく、当該クレジットカード会社に当該料金の請求手続きをすることに同意します。

(1) ルームサービス、クリーニング代金その他当施設使用料金の未払いがあった場合

当該使用料金

(2) 当施設及び当施設内の設備等の破損の場合

当施設の破損にかかる修理代金

(3) 当施設内の備品の破損の場合

当施設が当該備品等を購入した際の購入代金相当額

(4) 当施設内の備品及び居室内の歯ブラシ、スリッパ、洗濯洗剤以外の備品の紛失の場合

当施設が当該備品等を購入した際の購入代金相当額

(5) チェックアウトが午前11時を経過した場合

本約款10条2項に定める追加料金

5 宿泊客が本条に定める事項を拒んだ場合、当施設は、宿泊を拒むことができます。

(宿泊契約締結の拒否)

第6条 当施設は、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) 宿泊しようとする者が、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。）、同条第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、伝染病者であると明らかに認められるとき。
- (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。
- (8) 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7条 宿泊客は、当施設に申し出て、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項の規定により当施設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、当施設が第4条第1項の特約に応じた場合にあつては、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、当施設が宿泊客に告知したときに限ります。
- 3 当施設は、宿泊客が連絡をしないで宿泊日当日の午後24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6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。

(当施設の契約解除権)

第8条 当施設は、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、又は同行為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に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) 宿泊客が伝染病者であると明らかに認められるとき。
 - (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。
 - (6) 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。
 - (7) 寝室での寝たばこ、消防用設備等に対するいたずら、その他当施設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 当施設は、宿泊客に対し、宿泊前、宿泊中を問わず、下記の各号に定める事項を求めることができ、宿泊客はこの求めに応じなければなりません。宿泊客が合理的な理由なくこの求めに応じない場合には、当施設は、宿泊契約を解除することができます。

(1) 顔写真付き身分証明書の提示

(2) 職業及び勤務先の開示

(3) 住所の開示

3 当施設が前2項の規定に基づいて宿泊契約を解除したときは、宿泊客は、宿泊前であっても、第7条2項に従って、違約金を支払う義務を負います。なお、すでに支払い済みの宿泊料金及び清掃料金がある場合には、当施設は宿泊客に対し、返金の義務を負いません。

(宿泊の登録)

第9条 宿泊客は、宿泊日当日、当施設のフロントにおいて、次の事項を登録していただきます。

(1) 宿泊客の氏名、年齢、性別、住所及び職業

(2) 日本人にあつては、顔写真付き身分証明書。外国人にあつては、国籍、旅券番号、入国地及び入国年月日

(3) 出発日及び出発予定時刻

(4) その他当施設が必要と認める事項

2 宿泊客が第14条の料金の支払いを、旅行小切手、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いただきます。

(客室の使用時間)

第10条 宿泊客が当施設の客室を使用できる時間は、午後5時から翌朝11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。ただし、追加料金の最低額は5000円(税別)といたします。

(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

(利用規則の遵守等)

第 11 条 宿泊客は、宿泊に当たり、下記の各号に該当する行為をしないものとします。

- (1) ペット等動物を当施設に持ち込むこと
- (2) 当施設内に匂いの強い食料品を持ち込むこと
- (3) 当施設内において騒音等を発すること及び騒音を発する物品を当施設内に持ち込むこと

2 前項の他、宿泊客は、当施設内においては、当施設が定めて施設内に掲示した利用規則に従っていただきます。

(当施設内の部屋の立ち入りについて)

第 12 条 当施設は、宿泊客の安全の確認ないし当施設内の管理及び防災上の必要があると認められる場合には、宿泊客の同意なく、当施設内の部屋に立ち入ることができるものとします。

2 前項に基づき、当施設が、部屋に立ち入った際には、当該宿泊客に対し、速やかに、立ち入った旨及びその理由を宿泊客に伝えることとします。

(営業時間)

第 13 条 当施設のフロント等サービス営業時間は午前 10 時から午後 10 時までといたします。

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。

(料金の支払い)

第 14 条 宿泊者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。

2 前項の宿泊料金等の支払いは、通貨又は当施設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、予約時あるいは宿泊前当施設が要求した時に、行っていただきます。

3 当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。

(当施設の責任)

第 15 条 当施設は、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、それが当施設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。

2 当施設は、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 16 条 当施設は、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あっ旋するものとします。

2 当施設は、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 17 条 宿泊客の手荷物の事前預かりはいたしません。

2 宿泊客がチェックアウトしたのち、あるいは、成立した宿泊契約におけるチェックアウト予定時刻を過ぎたにも拘わらず宿泊客がチェックアウトをせず当施設内にもいないとき、宿泊客の手荷物又は携帯品（以下、「手荷物等」といいます。）が当施設に置き忘れられていた場合においては、当施設は手荷物等を当施設外へ搬出することができます。また、手荷物等の所有者が判明したときは、当施設は、当該所有者に連絡をするとともにその指示を求めるものとします。ただし、所有者の指示がない場合又は所有者が判明しないときは、発見日を含め 7 日間保管後、廃棄します。

3 前項の規定に拘らず、手荷物等が、保管するに当たって衛生上ないし安全管理上その他の理由により保管に適さないものである場合及び飲食物である場合には、当施設は、保管義務を負わず、ただちに廃棄するものとします。

(駐車場の責任)

第 18 条 宿泊客が当施設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、当施設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、当施設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 19 条 宿泊客の故意又は過失により当施設が損害を被ったときは、当該宿泊客は当施設に対し、その損害を賠償していただきます。

(個人情報の利用)

第 20 条 宿泊客は、当施設が、宿泊客に関する情報（以下、「個人情報」といいます。）を下記の目的に使用することに同意いたします。

- (1) 当施設及び当施設を管理する法人が他に管理する宿泊施設（以下、「管理宿泊施設」といいます、）に関連するアンケートや新しいサービスの案内をダイレクトメール、電子メールないし電話でなすこと
- (2) 当施設及び管理宿泊施設に関してお問い合わせいただいた内容の検討、対応、回答
- (3) 裁判所、行政機関等の公官庁からの求めに対し、関係法令に基づき届出ないし報告義務を負う場合

(正文)

第 21 条 本約款は日本語を正文とします。本約款につき、その他の言語により訳文が作成された

場合であっても、日本語の正文のみが約款として効力を有し、正文の解釈については何らの影響を及ぼさないものとします。

第 22 条 別表第 1 宿泊料金等の内訳(第 2 条第 1 項及び第 14 条第 1 項関係)

		内 訳
宿泊客が支払うべき総額	宿泊料金	基本宿泊料（室料（及び室料+朝食等の飲食料）） 当施設が予約時に掲示する料金によります。
	税金	イ 消費税 ロ 入湯税(温泉地のみ)
	清掃料金	当施設が予約時に掲示する料金によります。

備考 子供料金の扱いは、当施設が予約時に掲示するところによります。

別表第 2 違約金(第 7 条第 2 項関係)

契約解除の通知を受けた日		不泊	当日	7 日前	14 日前	15 日前
契約申込人数						
一般	14 名まで	100%	100%	100%	50%	0%
団	15～99 名まで	100%	100%	100%	50%	0%

体	100名以上	100%	100%	100%	50%	0%
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(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、その短縮日数分の違約金を取受します。
3. 個別の宿泊契約において別途違約金の定めをする場合にはそちらが優先します。

Grandouce Managed Facilities

Accommodation Contract

Final amendment: 8 May, 2019

Article 1. Scope of Application

1. The Accommodation Contract and related contracts to be concluded between our Facility and the Guest shall be based on this Contract under the following terms and conditions of our Contract. Any matter not stipulated in this Contract shall be governed by ordinance and generally established practice.
2. When our Facility has agreed to conclude a Special Contract without conflicting with ordinance and established practice, the said Special Contract shall prevail.

Article 2. Application for an Accommodation Contract

1. The Guest who intends to apply to our Facility for an Accommodation Contract will be required to provide our Facility with the following particulars:
 - (1) Name(s) of Guest(s) to be registered;
 - (2) Date(s) scheduled for overnight stay and estimated time of arrival;
 - (3) Accommodation charge and cleaning fee (according to the attached Schedule I); and
 - (4) Other information considered necessary by our Facility.
2. In the case that the Guest has requested, during his/her stay, an extension of an overnight stay beyond the date described in the preceding Paragraph (2) above, our Facility shall handle his/her request as a new application for an Accommodation Contract which has been made at the point in time when the said request has been made.

Article 3. Conclusion, etc. of the Accommodation Contract

1. The Accommodation Contract shall be considered to have been concluded at the time when our Facility has accepted the application described in the preceding Article, unless our Facility has certified that our Facility has not accepted the said application.

2. When the Accommodation Contract has been concluded under the provision of the preceding paragraph, the Application Money payable for the period scheduled for overnight stay as prescribed by our Facility shall be paid by the date set by us, up to the maximum amount equal to the basic accommodation charge.
3. The Application Money shall first be applied to the final payment of the Accommodation Charge payable, and when the circumstances requiring application of the provisions of Article 7 and Article 19 have arisen, to penalty and then to compensation money in this order. If there is any balance left, it will be repaid within ten (10) days of the checkout date.
4. In the case that the Application Money described in Paragraph 2 of this Article has not been paid by the date set by us as stipulated in the same paragraph, the Accommodation Contract shall become invalid, but limited only to the case where our Facility has notified the Guest to that effect at the time when prescribing the day due for payment of the Application Money.

Article 4. Special Contract Requiring Non-Payment of the Application Money

1. Notwithstanding the provision of the preceding Article, Paragraph 2, there are cases where our Facility accepts a Special Contract which does not require payment of the Application Money specified in the said paragraph after the conclusion of the Contract.
2. When accepting an application for an Accommodation Contract, in the case that our Facility fails to request payment of the Application Money specified in the preceding Article, Paragraph 2, and/or in the case that it fails to prescribe the due date for payment of the said Application Money, the Special Contract described in the preceding paragraph shall be considered to have been accepted.

Article 5. Payment of Deposit, etc.

1. In addition to the Application Money specified in Articles 4 and 5, the Guest shall, upon request by our Facility, pay a deposit of One Hundred Thousand Yen (¥100,000) to our Facility for accommodation; provided, however, that our Facility may at its discretion change the amount of the deposit.
2. Our Facility shall, within ten (10) days of the checkout date, repay the deposit into an account specified by the Guest; provided, however, that if any amount is payable under any of the items of Paragraph 4 of this Article, the said amount will be deducted from the deposit and the remainder will be repaid.
3. If the Guest is to pay the accommodation charge from a credit card, our Facility may simply check that the credit line on the said credit card is sufficient to cover for the deposit, in lieu of requesting payment of the deposit as specified in Paragraph 1 of this Article.

4. If there is any amount payable as set forth below, the Guest shall ipso facto pay the said amount from the deposit. In the case of Paragraph 3 of this Article, the Guest shall pay the said amount from his/her credit card and shall consent to have our Facility bill the said amount to the credit card company of the said credit card without specifically asking for the consent of the Guest.

(1) If there are any unpaid fees for room service, cleaning, or any other use of our Facility:

The said unpaid fees

(2) If any damage is done to our Facility or to the facilities, equipment, and the like of our Facility:

The amount for repairing the said damage

(3) If there is any damage to fixtures and fittings within our Facility:

The amount equivalent to the cost of purchasing the said fixtures and fittings when our Facility first purchased them

(4) If there is any loss of fixtures and fittings within our Facility or fixtures and fittings within the guest room (however, excluding toothbrushes, slippers, and laundry detergent):

The amount equivalent to the cost of purchasing the said fixtures and fittings when our Facility first purchased them

(5) If checkout is after 11 a.m.:

The surcharge specified in Article 10, Paragraph 2, of this Contract

5. If the Guest refuses to comply with any of the matters specified in this Article, our Facility may refuse to provide accommodation to the Guest.

Article 6. Refusal of the Conclusion of the Accommodation Contract

The following are cases where our Facility will not accept the conclusion of the Accommodation Contract:

- (1) When application for accommodation is not based on this Contract;
- (2) When there is no room available due to full occupancy;
- (3) When the Guest seeking accommodation is considered likely to behave in violation of the provisions of the ordinance, public order or good public morals;
- (4) When the Guest seeking accommodation is considered to be corresponding to the following (a) to (c);

- (a) An organized crime group stipulated in the Act on Prevention of Unjust Acts by Organized Crime Group Members (Act No. 77, 1991), Article 2, Item 2 (such a group hereafter referred to as “organized crime group”), a member of an organized crime group stipulated in Article 2, Item 6, of the same law (such a member hereafter referred to as “organized crime group member”), quasi-member of an organized crime group, anyone with ties to an organized crime group, or anyone who corresponds to any other form of antisocial forces.
 - (b) A corporation or other organization whose business activities are controlled by an organized crime group or an organized crime group member.
 - (c) A corporation with any of its officers corresponding to an organized crime group member.
- (5) When the Guest seeking accommodation causes, through his/her words or actions, substantial inconvenience to other guests;
 - (6) When the Guest seeking accommodation is clearly a patient with an infectious disease;
 - (7) When the Guest seeking accommodation engages in any act of violence in making a demand related to his/her accommodation or makes an undue demand in relation to his/her accommodation; and
 - (8) When any act of God, trouble with facilities, or other unavoidable causes prevent the Guest from staying at our Facility.

Article 7. The Guest’s Right to Cancel the Contract

1. The Guest may request our Facility to cancel the Accommodation Contract.
2. In the case that the Guest has cancelled the Accommodation Contract in whole or in part due to causes attributable to him/her (which is the case when our Facility has requested payment of the Application Money by prescribing the date due for such payment under the provision of Article 3, Paragraph 2, except in the case when the Guest has cancelled the Accommodation Contract prior to such payment), payment of penalty shall be required as specified in the attached Schedule II, but in the case that our Facility has accepted a Special Contract described in Article 4, Paragraph 1, this provision shall be applied only to the case where our Facility has notified the Guest of his/her responsibility to pay a penalty for cancellation of the Contract when accepting the Special Contract.
3. In the case that the Guest does not arrive by twelve (12) o’clock midnight on the day of an overnight stay without informing our Facility of a delay (or after the lapse of six (6) hours past the scheduled time of arrival if indicated by the Guest beforehand), the Accommodation Contract concerned may be considered to have been cancelled by the Guest and will be handled accordingly.

Article 8. The Right of Our Facility to Cancel the Contract

1. The following are cases where our Facility may cancel the Accommodation Contract:

- (1) When the Guest is considered likely to behave in violation of the provisions of the ordinance, public order or good public morals, or he/she is considered to have behaved in such a manner;
- (2) When the Guest is clearly considered to be corresponding to the following (a) to (c);
 - (a) An organized crime group, organized crime group member, quasi-member of an organized crime group, anyone with ties to an organized crime group, or anyone who corresponds to any other form of antisocial forces.
 - (b) A corporation or other organization whose business activities are controlled by an organized crime group or an organized crime group member.
 - (c) A corporation with any of its officers corresponding to an organized crime group member.
- (3) When the Guest seeking accommodation causes, through his/her words or actions, substantial inconvenience to other guests;
- (4) When the Guest seeking accommodation is clearly a patient with an infectious disease;
- (5) When the Guest seeking accommodation engages in any act of violence in making a demand related to his/her accommodation or makes an undue demand in relation to his/her accommodation;
- (6) When unavoidable causes, such as act of God, etc., prevent the Guest from staying at our Facility;
- (7) When the Guest smokes in bed or vandalizes fire protection facilities, or does not comply with the matters prohibited by our Facility (limited only to those matters necessary for fire prevention) among the rules of use prescribed by our Facility.

2. Our Facility may request the Guest to comply with each of the matters set forth below whether before or during the Guest's stay, and the Guest must comply with the said request. If the Guest refuses to comply without reasonable cause, our Facility may cancel the Accommodation Contract.

- (1) Presentation of identity papers that bears a photograph of the Guest's face;
- (2) Disclosure of the Guest's occupation and place of work; and/or
- (3) Disclosure of the Guest's address.

3. In cases where our Facility has cancelled the Accommodation Contract in accordance with the provisions of the preceding two paragraphs, the Guest will still be liable, even before staying at our Facility, to pay a penalty pursuant to Article 7, Paragraph 2. If the Guest has already paid the accommodation charge and cleaning fees, our Facility will not be liable to repay the said accommodation charge and cleaning fees to the Guest.

Article 9. Registration of Accommodation

1. The Guest will be required to register the following particulars at the front desk of our Facility:

- (1) Name, age, sex, address and occupation of the Guest;
- (2) For a Japanese guest, identification papers bearing a photograph of the Guest's face; for a non-Japanese guest, nationality, passport number, place entered and date entered;
- (3) Scheduled date and time of departure; and
- (4) Other particulars considered necessary by our Facility.

2. In the case that the Guest intends to pay the charges described in Article 14 by using such means in place of currency as traveler's checks, accommodation coupons, credit card, etc., he/she will be required to show them at the time of registration described in the preceding paragraph.

Article 10. Time Allowed for Use of the Guest room

1. The time allowed for the Guest to use the guest room of our Facility shall be from five (5) p.m. till eleven (11) a.m. of the following morning, except when the Guest stays for more than one night in succession, in which case the Guest may use the guest room all day except the day of arrival and the day of departure.

2. Notwithstanding the provision of the preceding paragraph, there are cases where our Facility may accept the use of the guest room in hours other than those specified in the preceding paragraph, in which case an additional charge of no less than Five Thousand Yen (¥5,000) will be required as specified below.

- (1) Up to three (3) hours in excess of the prescribed hours a third (1/3) of the room charge
- (2) Up to six (6) hours in excess of the prescribed hours a half (1/2) of the room charge
- (3) Six (6) hours or more in excess of the prescribed hours Full amount equal to the room charge

Article 11. Compliance of the Rules of Use of Our Facility, etc.

1. In staying in our Facility, the Guest will refrain from each of the following:

- (1) Bring in a pet or any other animal into our Facility;
- (2) Bring in any food that is highly odorous into our Facility; or
- (3) Make noise, etc. in our Facility or bring into our Facility any object or article that makes noise.

2. In addition to the preceding paragraph, the Guest will be required to comply with the Rules of Use posted inside our Facility as prescribed by us while staying in our Facility.

Article 12. Entry into the Rooms of Our Facility

1. If deemed necessary to check the safety of the Guest or for the management or disaster prevention of our Facility, we may, without the consent of the Guest, enter upon the rooms of our Facility.
2. In such a case that we enter the rooms of our Facility pursuant to the preceding paragraph, we shall promptly inform the Guest concerned of our entry and the reasons thereof.

Article 13. Business Hours

1. The business hours of the Front Desk and other services in our Facility will be from ten (10) a.m. to ten (10) p.m.
2. The service hours described in the preceding paragraph may be changed temporarily for unavoidable reasons, in which case the Guest will be notified by proper means.

Article 14. Payment of Charges

1. The breakdown of the accommodation charge, etc. payable by the Guest shall be as listed in the attached Schedule I.
2. Payment of the accommodation charges, etc. described in the preceding paragraph shall be made in currency or by other alternative means acceptable by our Facility, such as traveler's check, accommodation coupon, credit card, etc., at the time of reservation or when charged by our Facility.
3. In the case that the Guest has not stayed at our Facility at his/her discretion even after we have offered the guest room to the Guest and made it available for him/her to use, the accommodation charge will still be charged.

Article 15. Responsibility of Our Facility

1. In the case that we have inflicted damage on the Guest in the course of fulfilling the Accommodation Contract and related Contracts or in breach of these Contracts, we shall compensate for the said damage, unless the said damage has been caused due to a cause not attributable to us.
2. Our Facility is covered by the hotel (ryokan) liability insurance to cope with emergencies in the case of fire, etc.

Article 16. Handling In Case the Guest Room Contracted Is Not Available

1. Should the guest room contracted for the Guest under the Accommodation Contract become unavailable for him/her, our Facility shall try to offer other accommodation facilities under the same conditions as the original Accommodation Contract as far as possible, subject to the consent of the Guest concerned.
2. Notwithstanding the provision of the preceding paragraph, in cases where we are unable to offer other accommodation facilities to the Guest, we shall pay to him/her a compensation charge equivalent to the penalty, which will be applied to the amount of the compensable damage. However, in cases where there is no cause attributable to us for not being able to offer the guest room, we shall not pay the compensation charge.

Article 17. Custody of the Baggage or Personal Belongings of the Guest

1. Our Facility does not hold onto the baggage of the Guest prior to their stay at our Facility.
2. In the case that the baggage or personal belongings (hereafter referred to as "baggage, etc.") of the Guest are found misplaced after he/she has checked out or such baggage, etc. of the Guest are found misplaced after the arrival of the planned checkout time of the Guest indicated in the Accommodation Contract and the Guest has neither checked out nor could be found inside our Facility, our Facility may move the baggage, etc. outside of our Facility. If the owner of the baggage, etc. has been identified, our Facility shall ask the owner of such items for his/her instructions. However, when there are no instructions from the owner or the owner has not been identified, our Facility shall keep them for seven (7) days including the day when they have been found, and shall dispose of them after a lapse of the said seven (7) days.
3. Notwithstanding the provision of the preceding paragraph, if the baggage, etc. is not suitable for custody for sanitary, safety, security, or other reasons or the baggage, etc. are food and/or beverage, our Facility shall not be held liable for their custody and shall dispose of them immediately.

Article 18. Responsibility for Parking

1. When the Guest uses the parking area of our Facility, our Facility only lends the parking area and does not assume responsibility for care and custody of the vehicle parked, regardless of whether or not our Facility has been asked to keep the key to the vehicle. However, our Facility shall be liable for compensation if and when the vehicle parked is damaged intentionally or negligently on our side while keeping the parking area under our control.

Article 19. Responsibility of the Guest

In the case that our Facility has suffered damage due to the intention or fault of the Guest, the Guest will be required to compensate to our Facility for the said damage.

Article 20. Use of Personal Information

The Guest agrees that our Facility may use information about the Guest (hereinafter referred to as the “personal information”) for the following purposes:

- (1) Send direct mail or e-mail or call by telephone to conduct a questionnaire survey about our Facility or other accommodation facilities managed by the corporation managing our Facility (such other facilities hereinafter referred to as the “other managed accommodation facilities”) or to provide information about new services;
- (2) Consider, respond to, and send replies regarding inquiries made about our Facility and other managed accommodation facilities; and
- (3) Fulfill our responsibility in complying with related laws and ordinances in notifying or reporting to the authorities, including courts and government agencies, in response to a request made by the authorities.

Article 21. Official Version

The Japanese-language version of this Contract will be considered as the official version of this Contract. Even if other language versions of this Contract are made, only the official Japanese-language version of this Contract will have effect, and other language versions of this Contract will not have any effect on the interpretation of the official Japanese-language version of this Contract.

Article 22. Table 1. Breakdown of Accommodation Charge (concerning Article 2, Paragraph 1 and Article 14, Paragraph 1)

		Breakdown
Total amount to be paid by a guest	Accommodation charge	Basic accommodation charge (Room charge plus meal & beverage charge such as for breakfast): As indicated by our Facility at the time of reservation
	Tax	(a) Consumption tax (b) Bath tax (at hot spring resorts only)
	Cleaning fees	As indicated by our Facility at the time of reservation

Note: Rates for children will be as indicated by our Facility at the time of reservation.

Table 2. Penalty (concerning Article 7, Paragraph 2)

Date Cancellation is Notified	No Show	Accommodation Day	7 Days Prior to Accommodation Day	14 Days Prior to Accommodation Day	15 Days Prior to Accommodation Day
Number of Guests Subscribed					

Individual Guest (from 1 to 14)	100%	100%	100%	50%	0%
Group Guests (from 15 to 99)	100%	100%	100%	50%	0%
Group Guests (100 or more)	100%	100%	100%	50%	0%

Note 1: The percentage is the percentage of the Penalty against the Basic Accommodation Charge.

2. In the case that the number of days for accommodation has been reduced, the Penalty will be charged for all of the days that have been cancelled.
3. If a penalty has been separately provided for in a separate Accommodation Contract, such a penalty in a separate Accommodation Contract will take precedence.