

宿泊約款

(適用範囲)

第1条 当ホテル(館)が宿泊客との間で締結する宿泊約款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. 当ホテル(館)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。

(宿泊契約の申込み)

第2条 当ホテル(館)に宿泊契約の申し込みをしようとする者は、次の事項を当ホテル(館)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) 泊料金(原則として別表第1の基本宿泊料による。)
 - (4) その他当ホテル(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、当ホテル(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、当ホテル(館)は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、当ホテル(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ホテル(館)が定める申込金を、当ホテル(館)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ホテル(館)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、当ホテル(館)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、当ホテル(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、当ホテル(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。

(宿泊契約締結の拒否)

第5条 当ホテル(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。

- (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、ほか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。

(9) 鳥取県旅館業法施行条例第7条の規定する場合に該当するとき。

(宿泊客の契約解除権)

第6条 宿泊客は、当ホテル(館)に申し出て、宿泊契約を解除することができます。

2. 当ホテル(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項の規定により当ホテル(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、当ホテル(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、当ホテル(館)が宿泊客に告知したときに限ります。
3. 当ホテル(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。

(当ホテル(館)の契約解除権)

第7条 当ホテル(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) 鳥取県旅行業法施行条例第7条の規定する場合に該当するとき。
 - (8) 寝室での寝たばこ、消防用設備等に対するいたずら、その他当ホテル(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. 当ホテル(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 宿泊客は、宿泊日当日、当ホテル(館)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、年令、性別、住所及び職業
 - (2) 外国人にあっては、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) その他当ホテル(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、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9条 宿泊客が当ホテル(館)の客室を使用できる時間は、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おいては、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. 当ホテル(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、室料相当額の30%

- (2)超過6時間までは、室料相当額の60%
- (3)超過6時間以上は、室料相当額の100%
- (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、当ホテル(館)内においては、当ホテル(館)が定めてホテル(館)内に掲示した利用規則に従っていただきます。

(営業時間)

第11条 当ホテル(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ター等で案内いたします。

- (1)フロント・キャッシャー等サービス時間：
 - イ. 門限 24:00
 - ロ. フロントサービス 7:00~23:00
 - (2)飲食等(施設)サービス時間：
 - イ. 朝食 7:00~9:00
 - ロ. 昼食 11:00~14:00
 - ハ. 夕食 18:00~21:00
 - ニ. その他の飲食等 クラブ 19:00~23:00
 - 夜食処 18:00~24:00、コーヒラウンジ 7:00~22:00
 - スターキコーナー 11:30~14:00 17:30~22:30
 - (3)附帯サービス施設時間： 売店 7:00~10:00 16:00~22:00
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。
- 2. 前項の宿泊料金等の支払いは、通貨又は当ホテル(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ホテル(館)が請求した時、フロントにおいて行っていただきます。
 - 3. 当ホテル(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。

(当ホテル(館)の責任)

- 第13条 当ホテル(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、それが当ホテル(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。
- 2. 当ホテル(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 当ホテル(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。
- 2. 当ホテル(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、当ホテル(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、当ホテル(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、当ホテル(館)がその種類及び価額の申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、当ホテル(館)は15万円を限度としてその損害を賠償します。
- 2. 宿泊客が、当ホテル(館)内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フロントにお預けにならなかったものについて、当ホテル(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、当ホテ

ル(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申告のなかったものについては、当ホテル(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ホテル(館)はその損害を賠償します。

(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、宿泊に先立って当ホテル(館)に到着した場合は、その到着前に当ホテル(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ホテル(館)に置き忘れられていた場合において、その所有者が判明したときは、当ホテル(館)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日間保管し、その後最寄りの警察署に届けます。
 - 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ホテル(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。

(駐車場の責任)

第17条 宿泊客が当ホテル(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、当ホテル(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、当ホテル(館)の故意又は過失によって損害を与えたときは、その損害の責めに任じます。

(宿泊客の責任)

第18条 宿泊客の故意又は過失により当ホテル(館)が損害を被ったときは、当該宿泊客は当ホテル(館)に対し、その損害を賠償していただきます。

別表第1 宿泊料金等の内訳(第2条第1項及び第12条第1項関係)

		内 訳
宿泊客が支払うべき総額	宿泊料金	① 宿泊基本料(室料(及び室料+朝食等の飲食料)) ② サービス料(①×10%)
	追加料金	③ 追加飲食(①に含まれるものを除く) ④ サービス料(③×10%)
	税金	イ 消費税 ロ 入湯税(温泉地のみ)

- 備考 1 基本宿泊料は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定期用紙、大人に準じる食事と寝具等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%、寝具のみを提供したときは30%をいただきます。
- 寝具及び食事を提供しない幼児については、1,500円をいただきます。

別表第2 違約金(第6条第2項関係)……旅館用

契約解除の通知を受けた日 契約申込人数	契約解除の通知を受けた日												
	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	20日前	30日前
14名まで	100%	100%	50%	30%	30%	%	%	%	%	%	%	%	%
15~30名まで	100%	100%	50%	30%	30%	%	%	%	%	%	%	%	%
31~100名まで	100%	100%	80%	50%	30%	30%	20%	20%	10%	10%	%	%	%
101名以上	100%	100%	80%	50%	50%	30%	30%	30%	15%	15%	10%	10%	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みをお引き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。

TERMS AND CONDITIONS FOR ACCOMMODATION CONTRACTS

Article 1 – Scope of Application

01.01. The Accommodation Contract and related contracts to be concluded between our Hotel (Ryokan) 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.

01.02. When our Hotel (Ryokan) 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

02.01. The Guest who intends to apply to our Hotel (Ryokan) for an Accommodation Contract will be required to provide our Hotel (Ryokan) 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 (According, in principle, to the basic accommodation charges described in the attached Schedule I).
- (4) Other information considered necessary by our Hotel (Ryokan).

02.02. 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 Hotel (Ryokan) 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

03.01. The Accommodation Contract shall be considered to have concluded at the time when our Hotel (Ryokan) has accepted the application described in the preceding Article, unless our Hotel (Ryokan) has certified that our Hotel (Ryokan) has not accepted the said application.

03.02. 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 Hotel (Ryokan) shall be paid by the date set by us, up to the maximum amount equal to the basic accommodation charge for 3 days in cases where the period scheduled for overnight stay exceeds 3 days.

03.03. 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 6 and Article 18 have arisen, to penalty and then to compensation money in this order. If there is any balance left it will be repaid at the time when the Accommodation Charge is paid as provided in Article 12.

03.04. 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 Hotel (Ryokan) 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

04.01. Notwithstanding the provision of the preceding Article, Paragraph 2, there are cases where our Hotel (Ryokan) accept a Special Contract which does not require payment of the Application Money specified in the said Paragraph after the conclusion of the Contract.

04.02. When accepting an application for an Accommodation Contract, in the case that our Hotel (Ryokan) 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 – Refusal of the Conclusion of the Accommodation Contract

05.01. The following are cases where our Hotel (Ryokan) 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 to be corresponding to the following (a) to (c).

(a) The law in respect to prevention, etc. against illegal actions by gang members (1991 Law item 77) stipulated article 2 item 2 (hereinafter referred to as “gang group”), gang member stipulated by the same law article 2 item 6 (hereinafter referred to as “gang member”), gang group semi-regular members or gang member related persons and other antisocial forces.

(b) When gang group or gang members are associates of corporations or other bodies to control business activities.

(c) When a corporate body has related persons to gang members.

(5) When the guest seeking accommodation behaves extremely in a mischievous way against other hotel guests.

(6) When the Guest seeking accommodation is clearly considered to be a patient with an infectious disease.

(7) When the guest seeking accommodation, a violent requesting act is carried out, or demanded a burden beyond the reasonable purview.

(8) When act of God, trouble with facilities, and other unavoidable causes prevent the Guest from staying at our Hotel (Ryokan).

(9) When the provision of Article of the Ordinance NO 7 issued by Tottori Prefecture is applicable.

Article 6 – The Guest’s Right to Cancel the Contract

06.01. The Guest may request our Hotel (Ryokan) to cancel the Accommodation Contract.

06.02. 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 Hotel (Ryokan) 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 Hotel (Ryokan) has accepted a Special Contract described in Article 4, Paragraph 1 this provision shall be applied only to the case where our Hotel (Ryokan) has notified the Guest of his/her responsibility to pay a penalty for cancellation of the Contract when accepting the Special Contract.

06.03. In the case that the Guest does not arrive by 8 p.m. on the day of an overnight stay without informing our Hotel (Ryokan) of a delay (or after the lapse of 2 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 7 – Right of Our Hotel (Ryokan) to Cancel the Contract

07.01. The following are cases where our Hotel (Ryokan) 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) Gang group, gang group semi-regular members or gang member related persons and other antisocial forces.

(b) When a corporate body or other organization where gang groups or gang members control business activities.

(c) In a corporate body which has persons relevant to gang member in its board member.

(3) When the Guest in accommodation behaves extremely in a mischievous way against other hotel guests.

(4) When the Guest is clearly considered to be a patient with an infectious disease.

(5) When having accommodation, a violent action is carried out, or demanded a burden beyond reasonable purview.

(6) When unavoidable causes, such as act of God, etc., prevent the Guest from staying at our Hotel (Ryokan).

(7) When the provision of Article of the Ordinance NO 7 issued by Tottori Prefecture is applicable.

(8) When the Guest smokes in bed or vandalizes fire protection facilities, or

does not comply with the matters prohibited by our Hotel (Ryokan) (limited only to those matters necessary for fire prevention) among the rules of use prescribed by our Hotel (Ryokan).

07.02. In cases where our Hotel (Ryokan) has cancelled the Accommodation Contract in accordance with the provision of the preceding Paragraph, charges for accommodation service, etc. which have not yet been offered to the Guest shall not be receivable.

Article 8 – Registration of Accommodation

08.01. The Guest will be required to register the following particulars at the front desk of our Hotel (Ryokan):

- (1) Name, age, sex, address and occupation of the Guest.
- (2) Nationality, passport number, place entered and date entered, in the case of a foreign guest.
- (3) Scheduled date and time of departure.
- (4) Other particulars considered necessary by our Hotel (Ryokan).

08.02. In the case that the Guest intends to pay the charges described in Article 12 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 9 – Time Allowed for Use of the Guest room.

09.01. The time allowed for the Guest to use the guest room of our Hotel (Ryokan) shall be from 3 p.m. till 10 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.

09.02. Notwithstanding the provision of the preceding Paragraph, there are cases where our Hotel (Ryokan) may accept the use of the guest room in hours other than those specified in the preceding Paragraph, in which case an additional charge will be required as specified below.

- (1) Up to 3 hours in excess of the prescribed hours………
30% of the amount equivalent to the room charge
- (2) Up to 6 hours in excess of the prescribed hours………
60% of the amount equivalent to the room charge
- (3) 6 hours or more in excess of the prescribed hours………
100% of the amount equivalent to the room charge

09.03. The amount equivalent to the room charge as described in the preceding Paragraph shall be 70% of the basic accommodation charge.)

Article 10 – Compliance of the Rules of Use of the Hotel (Ryokan)

10.01. While staying in our Hotel (Ryokan), the Guest will be required to comply with the Rules of Use posted inside our Hotel (Ryokan) as prescribed by us.

Article 11 – Business Hours

11.01. The business hours of principal facilities in our Hotel (Ryokan) shall be as follows. Details of the service hours of other facilities are explained in the pamphlet provided, displays at major points inside our Hotel (Ryokan), and the service directory provided in each guest room.

- (1) Service Hours of Front Desk, Cashier, etc.:
 - (a) Curfew…24:00p.m. (b)Front Desk…7:00a.m. to 11:00p.m.
- (2) Drinking and Eating (Facilities) Service Hours:
 - (a) Breakfast……7:00a.m. to 9:00a.m.
 - (b) Lunch……11:00a.m. to 2:00p.m.
 - (c) Dinner……6:00p.m. to 9:00p.m.
 - (d) Other Drinking and Eating Services, etc.
Club 7:00p.m. to 11:00p.m. Snack 6:00p.m. to 11:00p.m.
Coffee Lounge 7:00a.m. to 10:00p.m.
Steak Corner 11:30a.m. to 2:00p.m., 5:30p.m. to 10:30p.m.
- (3) Service Hours of Ancillary Facilities:
Souvenir Shop 7:00a.m. to 10:00a.m., 4:00p.m. to 10:00p.m.

11.02. 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 12 – Payment of Charges

12.01. The breakdown of the accommodation charges, etc. payable by the Guest shall be as listed in the attached Schedule I.

12.02. Payment of the accommodation charges, etc. described in the preceding Paragraph shall be made in currency or by other alternative means acceptable by our Hotel (Ryokan), such as traveler's check, accommodation coupon, credit card, etc. at the front desk at the time when the Guest departs from our Hotel (Ryokan) or is charged by our Hotel (Ryokan).

12.03. In the case that the Guest has not stayed at our Hotel (Ryokan) 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 13 – Responsibility of Our Hotel (Ryokan)

13.01. 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.

13.02. Our Hotel (Ryokan) is covered by the Hotel (Ryokan) liability insurance to cope with emergencies in the case of fire, etc.

Article 14 – Handling in Case the Guest Room Contracted Is Not Available

14.01. Should the guest room contracted for the Guest under the Accommodation Contract become unavailable for him/her, our Hotel (Ryokan) 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.

14.02. 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 15 – Handling of Checked Articles, etc.

05.01. When the articles, cash and/or valuables checked by the Guest at the front desk have been lost or damaged, our Hotel (Ryokan) shall compensate for the damage, unless the loss or damage has been caused by force majeure. However, in the case of cash and valuables, we shall do so only when the Guest has clearly reported the kind and value of such cash and valuables at our request. Otherwise we shall compensate for the damage up to the maximum amount of 150,000 yen.

15.02. When the Guest has brought into our Hotel (Ryokan) articles, cash and/or valuables but has not checked them at the front desk, 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 150,000 yen unless we are intentionally or negligently responsible for such loss or damage.

Article 16 – Custody of the Baggage or Personal Belongings of the Guest

16.01. When the baggage of the Guest has arrived at our Hotel (Ryokan) prior to his/her arrival, our Hotel (Ryokan) will keep it subject to our agreement given prior to its arrival, and will hand it to the Guest at the time when he/she checks in at the front desk.

16.02. In the case that the baggage or personal belongings of the Guest are found misplaced after he/she has checked out, our Hotel (Ryokan) shall ask the owner of such items for his/her instructions when the owner has been identified. However, when there are no instructions from the owner or the owner has not been identified, our Hotel (Ryokan) shall keep them for 7 days including the day when they have been found, and shall deliver them to a police station near our Hotel (Ryokan) after a lapse of 7 days.

16.03. The responsibility of our Hotel (Ryokan) regarding the custody of the Guest's baggage or personal belongings in the case of the preceding two Paragraphs shall conform to the provision of the preceding Article, Paragraph 1, in the case of Paragraph 1 of this Article and to the provision of the preceding Article, Paragraph 2, in the case of the preceding Paragraph.

Article 17 – Responsibility for Parking

17.01. When the Guest uses the parking area of our Hotel (Ryokan), our

Hotel (Ryokan) only lends the parking area and does not assume responsibility for care and custody of the vehicle parked, regardless of whether or not our Hotel (Ryokan) has been asked to keep the key to the vehicle. However, our Hotel (Ryokan) 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 18 – Responsibility of the Guest

18.01. In the case that our Hotel (Ryokan) has suffered damage due to the intention or fault of the Guest, the Guest will be required to compensate to our Hotel (Ryokan) for the said damage.

Table 1 Breakdown of Accommodation Charge (concerning Article 2-1 and 12-1)

		Breakdown
Total amount to be paid by a guest	Accommodation charge	(1) Basic accommodation charge (Room charge or Room charge plus meal & beverage charge such as for breakfast) (2) Service charge [(1) × 10%]
	Additional charges	(3) Additional food and beverage charge (except for those included in (1)) (4) Service charge [(3) × 10%]
	Tax	a. Consumption tax b. Bath tax (at hot spring resorts only)

Remarks:

- The basic accommodation charge is based on the table of charges posted at front desk
- The charge for an elementary school child or younger is as follows:
 - If a child takes meals and uses bedding on the same basis as an adult: 70% of the adult’s charge.
 - If a child takes special meals and uses bedding for children: 50% of the adult’s charge.
 - If a child only uses bedding: 30% of the adult’s charge
 - If a child (infant) does not take any meals or use bedding: 1,500 yen.

Table 2 Penalty (concerning Article 6-2) for Ryokans

Day when Cancellation Notice Received	Number of Guests Subscribed												
	No Show	Accommodation Day	1 Day Prior to A Day	2 Days Prior to A Day	3 Days Prior to A Day	5 Days Prior to A Day	6 Days Prior to A Day	7 Days Prior to A Day	8 Days Prior to A Day	14 Days Prior to A Day	15 Days Prior to A Day	20 Days Prior to A Day	30 Days Prior to A Day
From 1 to 14	100%	100%	50%	30%	30%	%	%	%	%	%	%	%	%
From 15 to 30	100%	100%	50%	30%	30%	30%	%	%	%	%	%	%	%
From 31 to 100	100%	100%	80%	50%	30%	30%	20%	20%	10%	10%	%	%	%
101 or more	100%	100%	80%	50%	50%	30%	30%	30%	10%	10%	10%	10%	10%

Note:

- The percentage above shows the percentage of the Penalty against the Basic Accommodation Charge.
- In the case that the number of days for accommodation has been reduced, Penalty for One Day (the first day of accommodation) shall be charged, regardless of the number of the number of days reduced.
- In the case that the Accommodation Contract has been cancelled for a part of the Group (consisting of 15 members or more), the Penalty charged shall be for the number of the Group members equal to 10% (a fraction to be evened up) of the total number of the Group members booked for accommodation as of 10 days prior to the first day of occupancy (or the day when the Accommodation Contract has been accepted in less than 10 days prior to the first day of occupancy).