

# 宿泊約款

### CONDITIONS OF STAY

1.当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、この約款に定めない事項については、 

第 2 条 1.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いた

(3)宿泊料金(原則として別表第1の基本宿泊料による。)

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、当館が前条の申込みを承諾したときに成立するものとします。 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

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

2. 耐労の旅どにより自由を明7000年 (ファビロン (エロオ明)の日本を定えるとも は3日間)の基本宿泊料を原度として当態が定める申込金と、当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

6.5% 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 の支払期間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

【申込金の支払ル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、当館が、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

電イストリンチといった場合するに当たり、コロロの開発を記録したかった場合は、 ・ ・ ・ ・ ・ ですめなかった場合及び当核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】 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。

コ田は、水に増り、砂田において、旧田大学の中間に印じないことがあります。 (1) 宿泊の申込みが、この約款によらないとき。 (2) 満室(貫) 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明らかに認められるとき。 (4)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。

(内) 油口 なかした する目が 心をがらい かっとからか たまかられるとき。 (5) 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。 (6) 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

(7)北海道旅館業法施行条例9条の規定する場合に該当するとき。

(7)北海道旅館業法施行条例9条の規定する場合に該当するとき。 【宿泊客の契約解除植】 第 6 条 1. 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い期日を指 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、その特勢に応じるたわって、宿りをが密り経めを解除したときの違

利亜を甲し受けます。にたし、当期が第4条期 1 現の特別に応した場合にあっては、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、その特別を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】

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

る にあるとき。 (2) 宿泊客が伝染病者であると明らかに認められるとき。 (3) 宿泊に関いて合理的な範囲を超える負担を求められたとき。 (4) 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。

(4)大次等や「引流力に起因する事田により宿泊させることができないとき。 (5)北海道旅館業法施行条例多条の規定する場合に該当するとき。 (6)寝室での寝たばご、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.当館が削頂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。

1 宿泊客は、宿泊日当日、当館のレセプションにおいて、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) その他当館が必要と認める事項

(中)での旧当端が必要と認める事項 2.宿泊客が第12条の射金の支払いを、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。

## 第 9 条 1.宿泊客が当館の客室を使用できる時間は、午後3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おいては、到着日及び出発日を除き、 なりょうたい、注触がいていることができます。 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)午後1時まで…1泊室料金の30% (2)午後5時まで…1泊室料金の50%

(3) 午後6時すぎ…1 泊室料金の1009

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 1.宿泊客は、当館内においては、当館が定めて館内に掲示した利用規則に

### 従っていただきます。

(6)売店「杢」

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 営業時間は備え付けパンフレット、各所の掲示、客室内のサービスディレクトリー等でご案内いたします。

11:00~24:00 (1)カフェ&バー [アペ] (2)併設ラウンジ [アペソ] 党時解放 常時解放 冬季機関閉鎖 7:00~22:00 15:00~23:00 (3)足湯&テラスデッキ (4)個室風呂 [和泉の湯] (5)トリートメント [雪子]

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。

7:00~11:00 / 15:00~22:00

-1.宿泊客が支払うべき宿泊料金等の内訳及びその算定方法は、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、通貨又は当館が認めた旅行小切手、宿泊券 2.前項や旧沼村正子の文弘が16、海県人は当庙が26の/LMTJ7が7、旧沼が 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 当館が請求したとき、レセプションにおいて行っていただきます。 3.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。

1. 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 当時は、旧治(大き)がひていたの様字。タエカリの版1にコース・入人にているか 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はないときは、この限 りではありません。

りではありません。

2. 当館は、消防機関から遠マークを受領しておりますが、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。
【契約した客室の機供ができないときの取扱い】
第 14 条 1. 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斡旋するものとします。
2. 当館は、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、適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。たが、」家室が組出するため、といついて、当の書かに帰すべき 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】

(自住物等の取扱い) 第 15 条 1. 宿泊客がレセブションにお預けになった物品又は現金ならびに貴重品に ついて、減失、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、電温をやくれを行 力をかったときは、当館は15万円を限度としてその損害を賠償します。 2. 宿泊客が、当館内にお持ち込みになった物品又は現金ならびに貴重品で あってレセプションにお預りにならなかったものについて、当館の放意又 は過失により減失、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、15万円を限度として当館はその損害を賠償します。

# 【宿泊客の手荷物又は携帯品の保管】

第 16 条 1.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

1.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、その割着削に 当館が了解したを主に戻っ支債をもって保管し、宿泊客がレセプション においてチェックインする際お渡しします。
2.宿泊者がチェックアウトしたのち、手荷物または携帯品が当ホテルに置き 忘れられている場合において、当ホテルは原則として所有者からの緊会の 連絡を待ちその指示を求めます。所有者からの指示がない場合は、貴重品 については役長見年を含め了私以内に最等の置票等に届け、その他の物品に ついては3ヶ月経過後処分します。ただし飲食物・たばこ・雑誌等は即日処 かします。

ガロるす。 【駐車の責任】1.宿泊客が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 ・旧点台が建年場をこか所になる場合、単同のイーの可託の知内にかかわっ ず、当館は場所をお貸しするものであって。車両の管理庁任まで負うもの 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】 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、当核宿泊客は当 第 18 条 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 容				
宿泊客が 支払うべき 郷額	宿泊料金	① 基本協治料(室料(及び室料+朝食等の飲食料)) ② サービス料(①に関わるもの)				
	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に関わるもの)				
	税金	イ 消費税 ロ 入湯税(温泉地のみ)				

契約解除の通知をうけた日		不 泊	当日	前日	2~7日前	8~14日前	15~30日前	31~60日前
契約申込 人数	10名まで	100%	100%	50%	30%	10%		
	11~30名まで	100%	100%	80%	50%	30%	10%	
	31名以上	100%	100%	100%	50%	30%	20%	10%



# Terms and Conditions for Accommodation Contracts of Niseko Konbu Onsen Tsuruga Besso "Moku no sho"

accommodated shall be subject to these Terms and Conditions. Any particulars not provided for herein shall be governed by

laws and regulations and/or generally accepted practices.

2. In the case where the Hotel has entered into a special contract with the Guest insofar as such special contract does not 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

of the following particulars:

(1) Name of Guest(s); (2) Date of accommodation and estimated time of arrival:

(2) Date or accommodation and estimated time or arrival; (3) Accommodation Charges (based, in principle, on the Basic Accommodation Charges listed in the Attached Table No.1); (4) Other particulars deemed necessary by the Hotel.

2. In the case where the Guest requests, during the Guest's stay, extension of the accommodation beyond the date in subparagraph (2) of the preceding Paragraph, it shall be regarded as an application for a new Accommodation Contract at the time such request is made.

Article 3. A Contract for Accommodation shall be deemed to have been concluded when the Hotel has duly accepted the pplication as stipulated in the preceding Article. However, the same shall not apply when it has been proved that the Hotel has not accepted the application.

When a Contract for Accommodation has been concluded in accordance with the provi

the Guest is requested to pay an accommodation deposit fixed by the Hotel within the limits of Basic Accommodation Charges overing the Guest's entire period of stay (3 days when the period of stay exceeds 3 days) by the date specified by the Hotel.

3. The deposit shall be first used for the Total Accommodation Charges to be paid by the Guest, then secondly for the cancellation charges under Article 6 and thirdly for the reparations under Article 18 as applicable, and the remainder, if any, shall be refunded at the time of the payment of the Accommodation Charges as stated in Article 12.

4. When the Guest has failed to pay the deposit by the date as stipulated in Paragraph 2, 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 deposit is specified.

Special Contracts Requiring No Accommodation Deposit

Article 4. Notwithstanding the provisions of Paragraph 2 of the preceding Article, the Hotel may enter into a special contract 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

has been accepted, it shall be treated as that the Floren has accepted a special contract prescribed in the preceding rain.

Refusal of Accommodation Contracts

Article 5. The Hotel may not accept the conclusion of an Accommodation Contract under any of the following case (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: (2.) When the Guest seeking accommodation is clearly deemed liable to conduct himself in a manner that will contravene the laws or act against the public order or good morals in regard to the accommodation;

(4) When the Guest seeking accommodation can be clearly detected to be carrying an infectious disease;

(5) When the Hotel is requested to assume an unreasonable burden in regard to accommodating the Guest

(6) When the Hotel is unable to provide accommodation due to natural calamities, disfunction of the facilities and/or other 7) When the provisions of Article 9 of the Enforcement Ordinances of the Hotel Business Law in Hokkaido are applicable.

## 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. In the case when the Guest has cancelled the Accommodation Contract in whole or in part due to causes for which the gis liable (except in the case when the Hotel has requested the payment of the deposit during the specified period as present the payment of the deposit during the specified period as present the payment of the deposit during the specified period as present the payment of the deposit during the specified period as present the payment of the deposit during the specified period as present the payment of the deposit during the specified period as present the payment of the deposit during the specified period as present the payment of the deposit during the specified period as present the payment of the deposit during the specified period as present the payment of the deposit during the specified period as present the payment of the deposit during the specified period as present the payment of the deposit during the specified period as present the payment of th in Paragraph 2 of Article 3 and the Guest has cancelled before the payment), the Guest shall pay cancelation charges as listed in in range gap 10 or force 3 and net content and the content and the Attached Table No. 2. However, in the case when a special contract as prescribed in Paragraph 1 of Article 4 has been concluded, the same shall apply only when the Guest is informed of the obligation of the payment of the cancellation charges in case of cancellation by the Guest.

3. In the case when the Guest does not appear by 8 p.m. of the accommodation date (2 hours after the expected time of arrival if the Hotel is notified of it) without an advanced notice, the Hotel may regard the Accommodation Contract as being cancelled

- Article 7. The Hotel may cancel the Accommodation Contract under any of the following cases (1) When the Guest is deemed liable to conduct and/or have conducted himself in a manner t
- (1) when the cutest is deemed made to conduct and/or nave conducted nimser in a manner that will contract against the public order and good morals in regard to the Guest's accommodation;

  (2) When the Guest can be clearly detected as carrying an infectious disease;

  (3) When the Hotel is requested to assume an unreasonable burden in regard to the Guest's accommodation;
- (4) When the Hotel is unable to provide accommodation due to mutual calamities and/or causes of force majeure;

  (5) When the provisions of Article 9 of the Enforcement Ordinances of the Hotel Business Law in Hokkaido are applicable;

  (6) When the Guest does not observe prohibited actions such as smoking in bed, mischief to the fire-fighting facilities and other prohibitions of the Hotel Policy and Rule stipulated by the Hotel (restricted to particulars deemed necessary in order to
- arout uncausing or mes).

  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 in the future during the contractual period which the Guest has not received.
- Article 8. The Guest is requested to register the following particulars at the Reception of the Hotel on the day of
- (1) Name, age, sex, address and occupation of the Guest(s):
- (2) Except Japanese guests, nationality, passport number, port and date of entry in Japan;
  (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 the accommodation charges prescribed in Article 12 by any means other than Japanese currency, such as traveler's checks, coupons or credit cards, these credentials shall be shown in advance at the time of

# the registration prescribed in the preceding Paragraph. Occupancy Hours of Guest Rooms

Article 9. The Guest is entitled to occupy the contracted guest room of the Hotel from 3 p.m. to 11 a.m. the next i However, in the case where the Guest's accommodation is continuous, the Guest may occupy it all day long, except for the day

of arrival and departure.

2. The Hotel may, not withstanding the provisions described in the preceding Paragraph, permit the Guest to occupy the room beyond the time prescribed in the same Paragraph. In this case, extra charges shall be paid as follows:
(1) Until 1:00 p.m. 30% of room charge
(2) Until 6:00 p.m. 50% of room charge
(3) After 6:00 p.m. A full room charge

ls to 70% of the basic accommodation charges

Observance of Hotel Policy & Rules the Hotel Policies & Rules established by the Hotel, which are posted within the premis

notified in detail by brochures as provided, notices displayed in each place, service directories in guest rooms and others

(1) Cafe & Bar [Ape]	11:00- 24:00
(2) Lounge [Apeso]	Open all the time
(3) Foot Spa & Terrace	Closed during winter 7:00-22:00
(4) Private Bath [Wasen no Yu]	15:00-23:00
(5)Beauty Salon [Yukiko]	15:00- 24:00
(6) Gift Shop [Moku]	7:00-11:00 / 15:00-22:00

\*\*\*The business hours specified in the preceding Paragraph are subject to temporary changes due to unavoidable circu the Hotel. In such cases, the Guest shall be informed by appropriate means such as notification on the homepage. Payment of Accommodation Charges

Article 12. The breakdown and method of calculating Accommodation Charges, etc. that the Guest shall pay is as listed in the Arrached Table No. 1.

 Accommodation Charges, etc. as stated in the preceding Paragraph shall be paid with Japanese currency or by any means other than Japanese currency, such as traveler's checks, coupons or credit cards, recognized by the Hotel at the Reception at the time of the departure of the Guest or upon request by the Hotel.

mmodation Charges shall be paid even if the Guest does not utilize the accommodation facilities which are prepared and ided for the Guest by the Hotel.

# Article 13. The Hotel shall compensate the Guest for damages if the Hotel has caused such damage to the Guest in the

fulfillment or nonfulfillment of the Accommodation Contract and/or related agreements. However, the same shall not apply in case when such damage has been caused due to reasons for which the Hotel is not liable.

2. The Hotel has received the "Pass Mark" (Certificate of excellence of Fire Prevention Standards issued by the Metropolitan Fire

Department). Additionally, the Hotel is covered by Hotel Liability Insurance for fire and/or other possible disasters. 3. Although the Hotel is a facility not subject to the "Pass Mark" issued by the Metropolitan Fire Department (two-story or less

5. Authoright the Hotel is a facility not subject to the Pass Mark is with a capacity of 30 or less), the Hotel takes appropriate measure Liability Insurance to cope with emergencies such as fires.

Handling when unable to provide Contracted Rooms

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

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

# applied to the reparations. However, the compensation amount equal to the cancellation charge shall be calculated by revising the description item in the Attached Table 2 from "Date of cancellation received" to "Date notified of compensation payment." If the Hotel could not supply accommodation due to causes for which the Hotel is not liable, the Hotel shall not compensate the

Handling of Deposited Articles Article 15. The Horel shall compensate the Guest for damages when loss, breakage or other damage is caused to the goods, cash or valuables deposited at the Reception by the Guest, except in the case when this has occurred due to causes of force majeure. However, for cash and valuables, when the Hotel has requested the Guest its kind and value but the Guest has failed to do so, the

Hotel shall compensate the Guest within the limits of 150.000 ven. 2. The Horel shall compensate the Guest for damage when loss, breakage or other damage is caused, through intention or negligence on the part of the Horel, to the goods, cash or valuables which are brought into the premises of the Horel by the Guest but are not deposited at the Reception. However, for articles for which the kind and value has not been reported in advance by the Guest, the Horel shall compensate the Guest within the limits of 150,000 yen.

Custody of Baggage and/or Belongings of the Guest

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

Let the cort feeds in the Lagrage or belongings are left behind at the hotel after the guest has checked out, As a general rule, the Hotel will wait for an inquiry from the Owner and seek its instructions. If there is no instruction from the owner, deliver the valuables to the nearest police station within 7 days including the date of discovery. Other items will be disposed of after 3 months. However, food, drink, cigarettes, magazines, etc. will be disposed of on the day.

# Article 17. The Hotel shall not be liable for the custody of the vehicle of the Guest when the Guest utilizes the parking low 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 damages caused through nce on the part of the Hotel in regards to the management of the parking lot.

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

# Attached Table, No.1 Calculation Method for Accommodation Charges (Ref. Paragraph 1 of Article2, Paragraph 2 of Article 3 and Paragraph 1 of Article

(Rei, Faiagia	pii i oi Articiez,rarag	graph 2 of Article 5 and Paragraph 1 of Article 12)
		Contents
Total Amount to be paid by the Guest	Accommodation Charges	1.Basic Accomodation Charge(roomcharge including brakfast) 2.Service Charge(related to 1)
	Extra Charges	3.Extra meals and drinks/excluding what is included in 1) 4.Service Charge(related to 3)
	Taxes	a.Consumption tax

## Attached Table 2

Date when cancellation of contract is notified		No show	Accommodation Day	1 Day Prior to Accommodation Day	2-7 Days Prior	8-14 Days Prior	15-30 Days Prior	31-60 Days Prior
Contracted Number of Guests	Up to 10 Guests	100%	100%	50%	30%	10%		
	11-30 Guests	100%	100%	80%	50%	30%	10%	
	31 or more Guests	100%	100%	100%	50%	30%	20%	10%