



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

## 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 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 violate laws and regulations and generally accepted practices, notwithstanding the preceding Paragraph, the special contract shall take precedence over the provisions of these Terms and Conditions.

## Application for Accommodation Contracts

**Article 2.** 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 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. 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.

## 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 when 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 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.

## Refusal of Accommodation Contracts

**Article 5.** The Hotel may not accept the conclusion of an Accommodation Contract under any of the following cases:

- (1) When the application for accommodation does not conform with the provisions of these Terms and Conditions;
- (2) When the hotel is fully booked and no room is available;
- (3) When the Guest seeking accommodation is 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 unavoidable causes;
- (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 guest is liable (except in the case when the Hotel has requested the payment of the deposit during the specified period as prescribed in Paragraph 2 of Article 3 and the Guest has cancelled before the payment), the Guest shall pay cancellation charges as listed in the Attached Table 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 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 cases:

- (1) When the Guest is deemed liable to conduct and/or have conducted himself in a manner that will contravene the laws or act 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 natural 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 avoid the causing of fires).

2. In the case when the Hotel has cancelled the Accommodation Contract in accordance with the preceding Paragraph, the Hotel shall not be entitled to charge the guest for any of the services in the future during the contractual period which the Guest has not received.

## Registration

**Article 8.** The Guest is requested to register the following particulars at the Reception of the Hotel on the day of accommodation:

- (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 morning. However, in the case where the Guest's accommodation is continuous, the Guest may occupy it all day long, except for the days of arrival and departure.

2. The Hotel may, notwithstanding 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

3. The above room charge corresponds to 70% of the basic accommodation charges.

## Observance of Hotel Policy & Rules

**Article 10.** The Guest shall observe the Hotel Policies & Rules established by the Hotel, which are posted within the premises of the Hotel.

## Business Hours

**Article 11.** The business hours of the main facilities, etc. of the Hotel are as follows, and those of other facilities, etc. shall be 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 [Aposo]	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 circumstances of 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 Attached Table No. 1.

2. 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.

3. Accommodation Charges shall be paid even if the Guest does not utilize the accommodation facilities which are prepared and provided for the Guest 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 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, with a capacity of 30 or less), the Hotel takes appropriate measures to improve fire prevention facilities, and is covered by Hotel 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 Guest.

## Handling of Deposited Articles

**Article 15.** The Hotel 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 yen.

2. The Hotel shall compensate the Guest for 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 Reception. However, for articles for which the kind and value has not been reported in advance by the Guest, the Hotel 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 the time of check-in.

2. In the event that baggage 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.

## 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 damages caused through intention or negligence on the part of the Hotel in regards to the management of the parking lot.

## Liability of the Guest

**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 12)

		Contents
Total Amount to be paid by the Guest	Accommodation Charges	1. Basic Accommodation Fee (Room Charge and Room Charge + Meal Charges such as Breakfast) 2. Service Charge 5% (related to 1)
	Extra Charges	3.Extra meals and drinks(excluding what is included in 1) 4.Service Charge 5%(related to 3)
	Taxes	a.Consumption tax b.Hot springs tax(only for locations with Hot Springs)

## 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%

### REMARKS

1. The percentage signifies When the cancellation charge to the Basic Accommodation Charges.
2. When the number of days contracted are reduced, cancellation charges for the first day shall be paid by the Guest regardless of the number of days shortened.
3. When part of the group booking (for 11 persons or more) is cancelled, the penalty will be according to the number of cancelled guests as stated above.
4. When each of contracts or accommodation plans prescribes a special cancellation policy, cancellation charges follow rules in its provision.