

Hotel Kinparo - Accommodation Contract

Travel Promotion, Policy Bureau, Ministry of Land, Infrastructure, Transport and Tourism No. 416
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Article 1 - Scope of Application

- 01.01. 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.
- 01.02. 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.

Article 2 - Application for an Accommodation Contract

- 02.01. 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.
- 02.02. If Guests request to extend their stay, during their stay, 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 - Conclusion, etc. of the Accommodation Contract

- 03.01. 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.
- 03.02. 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 set 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.
- 03.03. The deposit shall be first used for the Total Accommodation Charge to be paid by the Guest, secondly for cancellation charges under Article 8 and thirdly for reparations under Article 21 as applicable. The remainder, if any, shall be refunded at the time of payment for accommodation as stated in Article 15.
- 03.04. If the Guest fails 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.

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

- 04.01. 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.
- 04.02. In the case when the Hotel has not requested payment of the deposit as stipulated in Paragraph 2 of the preceding Article and/or has not specified the date of payment of the deposit at the time the application for an Accommodation Contract has been accepted, it shall be treated as though the Hotel has accepted a special contract prescribed in the preceding Paragraph.

Article 5 - Request for cooperation in infection control measures at facilities

- 05.01. 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).

Article 6 - Refusal of Accommodation Contracts

06.01. 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 there is no vacancy.
- (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 case falls under the provisions of Hyogo Prefectural Ordinance Article No.10.

Article 7 - Explanation of refusal to conclude a contract of accommodation

07.01. 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.

Article 8 - Right to Cancel Accommodation Contracts by the Guest

08.01. The Guest is entitled to cancel the Accommodation Contract by notifying the Hotel.

08.02. 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 when the Hotel has requested payment of the deposit during the specified period as prescribed in Paragraph 2 of Article 3 and the Guest has cancelled before 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 payment of cancellation charges in case of cancellation by the Guest.

08.03. If the Guest does not appear by 8:00 p.m. of the accommodation date (without advance notice 2 hours after the expected time of arrival if the Hotel is notified), the Hotel may regard the Accommodation Contract as being cancelled by the Guest.

Article 9 - Right to Cancel Accommodation Contract by the Hotel

09.01. 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 case falls under the provisions of Hyogo Prefectural Ordinance Article No.10.
- (9) When the Guest does not observe prohibited actions such as smoking in bed, tampers with fire-fighting facilities and otherwise breaches Hotel Regulations stipulated by the Hotel (restricted to particulars deemed necessary in order to avoid causing fires).

09.02. 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.

Article 10 - Explanation of Cancellation of Accommodation Contract

10.01. 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.

Article 11 - Registration

11.01. The Guest shall register the following particulars the Front Desk of the Hotel on the day of 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.

11.02. In the case when the Guest intends to make payment of the charges in accordance with Article 15 by any means other than Japanese currency, such as traveler's checks, coupons, credit cards, etc., these credentials shall be shown in advance at the time of registration in accordance with the preceding paragraph.

Article 12 - Occupancy Hours of Guest Rooms

12.01. The Guest is entitled to occupy the contracted guest room of the Hotel from 3:00 p.m. on the day of arrival to 10 a.m. on the day of departure. However, in the case when the Guest is accommodated continuously, the Guest may occupy the guest room all day, except for the days of arrival and departure.

12.02. The Hotel may, notwithstanding the provisions prescribed in the preceding Paragraph, permit the Guest to occupy the guest room beyond the time prescribed in the same Paragraph, in this case, extra charges shall apply as follows.

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

12.03. The amount equivalent to the room charge in the preceding paragraph shall be 70% of the Standard dinner and breakfast accommodation plan.

Article 13 - Observance of Hotel Regulations

13.01. The Guest shall observe the Hotel Regulations established by the Hotel. Hotel Regulations are posted within the premises of the Hotel.

Article 14 - Business Hours

- 14.01. The business hours of the Hotel 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) Curfew (Closing time) 0:00 a.m.
 - (b) Front service 7:00 a.m. – 10:00 p.m.
 - (2) Service hours for food and beverages (facilities):
 - (a) Breakfast 7:15 a.m. – 9:00 a.m.
 - (b) Lunch 11:30 a.m. – 3:00 p.m.
 - (c) Dinner 5:30 p.m. – 9:30 p.m.
 - (d) Other Drinking and Eating Services, etc.
 - * Lobby lounge 7:30 a.m. – 5:30 p.m.
 - * Pub The Walrus Club 7:00 p.m. – 11:30 p.m.
 - * Karaoke room 7:00 p.m. – 11:30 p.m.
 - * Noodle corner 8:00 p.m. – 11:30 p.m.
 - (3) Incidental service facility hours.
 - (a) Public Bath 6:00 a.m. – 10:00 a.m. / 3:00 p.m. – 1:00 a.m.
 - (b) Souvenir shop 8:00 a.m. – 11:00 a.m. / 3:00 p.m. – 18:30 p.m.
 - (c) Game corner 7:00 a.m. – 10:00 p.m.
- 14.02. 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.

Article 15 - Payment of Accommodation Charges

- 15.01. The explanation of accommodation charges, etc. that the Guest shall pay is as listed in the attached Table No. 1.
- 15.02. Accommodation charges, etc. as stated in the preceding Paragraph shall be paid at Front Desk at the time of the Guest's departure or upon request by the Hotel in Japanese currency. Other means acceptable to the Hotel are traveler's cheques, coupons and credit cards.
- 15.03. Accommodation charges shall be paid even if the Guest voluntarily does not utilize the accommodation facilities provided for him/her by the Hotel.

Article 16 - Liabilities of the Hotel

- 16.01. The Hotel shall compensate the Guest for damage if the Hotel has caused such damage to the Guest in the 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.
- 16.02. The Hotel is covered by Hotel Liability Insurance to deal with unexpected fire and/or other disasters.

Article 17 - Handling when Unable to Provide Contracted Rooms

- 17.01. 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.
- 17.02. 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 compensation fee shall be applied to reparations. However, when the Hotel cannot provide accommodation due to causes for which the Hotel is not liable, the Hotel will not compensate the Guest.

Article 18 - Handling of Deposited Articles

- 18.01. The Hotel shall compensate for the Guest for damages when loss, breakage, or other damage occurs to goods, cash, or valuables deposited at the front desk by the Guest, except in the case when such damage is caused by force majeure. However, for cash and valuables, when the Hotel has requested the Guest for an appraisal of the value and the Guest has failed to do so, the Hotel shall compensate the Guest up to a maximum of 300,000 yen.
- 18.02. The Hotel shall compensate the Guest for damages when loss, breakage or other damage is caused, through intent or negligence on the part of the Hotel, to the goods, cash or valuables brought onto the premises of the Hotel by the Guest but are not deposited at the Front Desk. However, in the event that the type and value of the guest's property or cash and valuables have not been disclosed in advance, this hotel shall compensate for damages up to 300,000 yen, except in the case of intent or gross negligence on the part of the hotel.

Article 19 - Custody of Baggage and/or Belongings of Guest

- 19.01. When the baggage of the Guest is brought into the Hotel before his/her arrival, the Hotel shall be liable to store it only in the case when such a request has been accepted from the Hotel. The baggage shall be handed over to the Guest at the Front Desk at the time of his/her check-in.
- 19.02. When the baggage or belongings of the Guest are found after check-out and ownership of the article is confirmed, the Hotel shall inform the owner of the article left and ask for further instructions. When no such instructions are given to the Hotel by the owner or when ownership is not confirmed, the hotel will keep the property for 7 days, including the day of discovery, after which it will be reported to the nearest police station.
- 19.03. The Hotel's liability in regards to the custody of the Guest's baggage and belongings in the case of the preceding two paragraphs shall be 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.

Article 20- Liability in Regard to Parking

- 20.01. 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 damage caused through intent or negligence on the part of the Hotel in regards to the management of the parking lot.

Article 21 - Liability of the Guest

- 21.01. The Guest shall compensate the Hotel for damage caused through intent or negligence on part of the Guest.

Attached Table No.1 - Calculation Method for Accommodation Charges

(Ref. Paragraph 1 of Article 2 and Paragraph 1 of Article 15)

		Contents
Total amount to be paid by the guest	Accommodation charge	(1) Basic accommodation charge (Room charge including breakfast and other food and beverage expense) (2) Service charge [(1) x 15%]
	Additional charges	(3) Additional food and beverages (excluding those included in (1)) (4) Service charge [(3) x 15%]
	Tax	a. Consumption tax b. Hot Spring tax

Remarks:

1. The basic accommodation charge is based on the table of charges posted at the Reception.
2. The charge for a 12 years old 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: 1,100 yen (incl.Tax)

Attached Table No. 2 - Cancellation Charge for Hotel
(Ref. Paragraph 2 of Article 8)

Date when Cancellation of Contract is Noticed	No Show	Accommodation Day	1 Day prior to Accommodation day	2 Days prior to Accommodation day	3 Days prior to Accommodation day	5 Days prior to Accommodation day	6 Days prior to Accommodation day	7 Days prior to Accommodation day	8 Days prior to Accommodation day	14 Days prior to Accommodation day	15 Days prior to Accommodation day	30 Days prior to Accommodation day
Contracted Number of Guests												
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%	15%	15%	10%	10%

Remarks:

1. The percentages signifies the cancellation charge to the Basic Accommodation Charges.
2. When the number of days contracted is shortened, the cancellation charge for the first day of the cancelled period shall be paid by Guest regardless of the number of days shortened.
3. 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.