# 宿泊約款

#### 適用範囲

### 第1条

当ホテル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します。

2.当ホテルが、法令及び慣習に反しない範囲で特約に応じないときは、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

当ホテルに宿泊契約の申込みをしようとする者は、次の事項を当ホテル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(原則として別表第1の基本宿泊料による。)
- (4) 宿泊者住所
- (5) その他当ホテル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、当ホテル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。 ただし当ホ テル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時は、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が定める申込金を、当ホテル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 を適用する事態が発生したときは、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、当ホテルがその旨を宿泊客に通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

前項第 2 項の規定にかかわらず、当ホテルは、契約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。

- (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) 宿泊客が伝染病であると明らかに認められるとき。
- (3) 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。
- (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。
- (5) 東京都旅館業法施行条例第14条の規定する場合に該当するとき。
- (6)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、生年月日、性別、住所及び職業
- (2)外国人にあっては、国籍、旅券番号、入国年月日
- (3)出発日及び出発予定時間
- (4)その他当ホテル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提示していただきます。ただし、個人小切手での支払いはできません。

# 客室の使用時間

# 第9条

宿泊客が当ホテルの客室を使用できる時間は、当日午後1時から翌日午前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、終日使用することができます。

- 2.当ホテルは、前項の規定にかかわらず、満室の場合を除き、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)超過正午までは、2,000円(税込)
- (2)午後1時までは、4,000円(税込)
- (3)午後2時までは、6,000円(税込)

# 利用規則の尊守

# 第10条

宿泊客は、当ホテル内においては、当ホテルが定めてホテル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、その他の施設の詳しい営業時間は備付けパンフレット、各所の提示、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。

(1)フロント・キャッシャー等サービス時間

- I.門限 なし
- Ⅱ.フロントサービス 24 時間
- Ⅲ.キャッシャー 24 時間
- (2)飲食等サービス時間

Ⅰ.朝食 135 (07:00~10:00)

Ⅱ.昼食 135 (11:30~14:30)

Ⅲ.ティータイム 135 (14:00~17:30)

Ⅳ.夕食 135 (17:30~22:30)

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

# 第12条

宿泊者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、通貨又は当ホテル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。

# 当ホテルの責任

# 第13条

当ホテルは、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、できる限りの同一の条件による穂可の宿泊施設をあっ旋するものとします。

2.当ホテルは、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、減失、毀損等の障害が生じたときは、当ホテルは、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、10万円を限度額として当ホテル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

3.前 2 項の場合における宿泊客の手荷物または携帯品の保管についての当ホテルの責任は 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。

# 宿泊客の責任

## 第17条

宿泊客の故意又は過失により当ホテルが損害を被ったときは、当該宿泊客は当ホテルに対し、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1項関係)

		内容
宿泊者が	宿泊料金	①基本宿泊料(宿泊料)
支払うべき総額		②サービス料(①×10%)
	追加料金	③飲食料及びその他の利用料金
		④サービス料 (③×10%)
	税金	イ.消費税
		口.特別地方消費稅

備考:基本宿泊料はタリフに掲示する料金表によります。

別表第2 違約金(第6条第2項関係)

契約解除の通知を 受けた日		不泊	当日	前日	9 日 前	20 日前
契約申	りし込み人数					
一般	14 名まで	100%	80%	20%		
団体	15 名〜99 名まで	100%	80%	20%	10%	
	100名以上	100%	100%	80%	20%	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りなく、1日分の(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 (その日より後に申し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 おける人数については、違約金はいただきません。

#### TERMS AND CONDITIONS FOR ACCOMODATION CONTRACTS

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. And any particulars not provided for herein shall be governed by laws and regulations and/or generally accepted practices.

2. In the case when the Hotel has entered into a special 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 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)And other particulars deemed necessary by the hotel;
- 2. In the case when the Guest requests, during his 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 were 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 reminder, if any shall be refunded at the time of the payment of the Accommodation Charges as started 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 the deposit is specified.

Right to Chancel 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 his 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 his accommodation;
- (4) When the Hotel is unable to provide accommodation due to natural calamities and/or other causes of force majeure;
- (5) When the provisions of Article 14 to Tokyo Metropolitan Ordinance are applicable.
- (6) When the Guest does not refrain from prohibited actions such as smoking in bed, mischief to the fire-fighting facilities and other prohibitions of the Use

Regulations stipulated by the Hotel (restricted to particulars deems 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 of the contractual period which he has not received.

# Registration

Article 8.

The Guest shall register the following particulars at the front desk of the Hotel on the day of accommodation;

- (1) Name, age, sex, address occupation of Guest(s);
- (2) Except Japanese, 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 his Accommodation Charges prescribed in Article 12 by any means other than Japanese currency, such as traveler's cheques, coupons or credit card, 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 1:00p.m.to 11:00a.m.the next morning.

- 2. The Hotel may, notwithstanding the provisions prescribed 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) Up to 3:00p.m.; 30% of the room charge
- (2) Up to 6:00p.m; 50% of the room charge
- (3) After 6:00p.m.; the room charge in full

Observance of Use Regulations

Article 10.

The Guest shall observe the Use Regulation established by the Hotel 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) Service hours of front desk, cashier's desk etc.
- I. Closed hours 24hours
- II. Front service 24hours
- III. Cashier's desk 24hours
- (2) Service hours (at restaurants) for dining, etc.
- I . Breakfast  $135(07:00\sim10:00)$
- II. Lunch  $135(11:30\sim14:30)$
- III. Tea Time  $135(14:00\sim17:30)$
- IV. Dinner  $135(17:30\sim22:30)$
- 2. The business hours specified in the preceding paragraph are subject to temporary charges due to unavoidable causes of the Hotel. In such a case, the Guest shall be informed by appropriate means.

Payment of Accommodation charges

Article 12.

The breakdown and method of calculation of 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 at traveler's cheques, coupons or credit cards recognized by the Hotel at the Front Desk 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 voluntarily does not

utilize the accommodation facilities provided for him by the Hotel and are at his disposal.

Liabilities of the Hotel

Article 13.

The Hotel shall compensate the Guest for the damages 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 case when such damage has been caused due to reasons for which the Hotel is not liable.

2. The Hotel is insurred by Hotel Liability Insurance covering matters arising in case of fire or other emergencies.

Handling When Unable to Provide Contracted Rooms

Article 14.

The Hotel shall when unable to provide contracted rooms, arrange accommodation of the same standard elsewhere for the Guest in so far as practicable with the consent of the Guest.

2. When arrangement for other accommodation can not 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 the reparations. However, when the Hotel cannot provide accommodation due to cases for which the Hotel is not liable, the Hotel shall not compensate the Guest.

Handing of deposited Articles

Article 15.

The Hotel Shall compensate the Guest for the damages when loss, breakage or other damage is caused to the goods, cash or valuables deposited at the front desk by the Guest, except in the case when this has occurred due to caused of force majeure. However, for cash and valuables, when the Hotel has requested the Guest to report 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 the 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 front desk. However, for articles of which the kind and value has not been reported in advance by the Guest, the Hotel shall compensate the Guest within the limits of 100,000 yen.

Custody of Baggage and/or Belongings of the Guest Article 16.

When the baggage of the Guest is brought into the Hotel before his arrival, the Hotel shall be liable to keep it only in case when such a request has been accepted by the Hotel. The baggage shall be handed over to the Guest at the front desk at the time of his check-in.

- 2. When the baggage or belongings of the Guest is found left after his check-out, and the ownership of the article is confirmed, the Hotel shall inform the owner of the article left and ask for further instructions. When no instruction is given to the Hotel by the owner or when the ownership is not confirmed, the Hotel shall keep the article for 7 days including the day it is fund, and after this period, the Hotel shall turn it over to the nearest police station.
- 3. The Hotel liability in regard to the custody of the Guest's baggage and belongings in the case of the preceding two Paragraph shall be assumed 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.

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 eth vehicle has been deposited to the Hotel or not. However, the Hotel shall compensate the Guest for the damage caused trough intention or negligence on the part of the Hotel in regard to the management of the parking lot.

Liability of the Guest

Article 18.

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

Attached Table No.1 Accommodation Charger, etc.

(Ref. Paragraph 1 of Article 2 and Paragraph 1 of Article 12)

		Contents			
Total Amount to	Accommodation	① Basic Accommodation Charges(Room			
be paid by Guest	Charges	Charges)			
		②Service charges (①×10%)			
	Extra Charges	③Meals & Drink and Other Expenses			
		<pre></pre>			
	Taxes	イ.National Consumption tax			
		□.Local Meals & Hotel Tax			

Remarks: 1. The Basic Accommodation Charge is shown on the hotel Tariff

# Attached Table No.2 Cancellation Charge for Hotel (Ref. Paragraph 2 of Article 6)

Contracted Number of Guests	Individual	Group	
	1	15	100
Date when Cancellation	to	to	and
of Contract is Notified	14	99	more
No show	100%	100%	100%
Accommodation Day	80%	80%	100%
1 Day Prior to Accommodation day	20%	20%	80%
9 Day Prior to Accommodation day	-	10%	20%
20 Day Prior to Accommodation day	-	-	10%

# Remarks:

- 1. The percentage signify the rate of cancellation charge to the Basic Accommodation Charges.
- 2. When the number of days contracted is shortened, cancellation charge for its first day shall be paid by the Guest, regardless of the number of day shortened.
- 3. When part of a group booking (for 15 persons or more) is cancelled, the cancellation charge shall not be charged for the number of persons equivalent to 10% the number of persons booked as of 10 days prior to the occupancy (When accepted less than 10 days prior to the occupancy, as of the date) with fractions as a whole number.