Please use the QR code below to view the Accommodation Terms and Conditions

English



Terms of Use



If you wish to check a written copy, please contact the front desk.

# Applicable Scope

**Article 1** The accommodation contract and related agreements entered into by the Hotel with the guest shall be in accordance with the provisions of these Terms and Conditions of Accommodation (hereinafter referred to as "these Terms and Conditions"). Matters not provided for in these Terms and Conditions shall be governed by laws and regulations or generally established customs.

2. If the Hotel agrees to a Special Agreement to the extent that it does not violate laws and regulations, customs, etc. the Special Agreement shall take precedence regardless of the provisions of the preceding article.

# Application for Accommodation Contract

Article 2 A person who wishes to apply for a contract of accommodation at the Hotel shall provide the following information to the Hotel:

- (1) Name of the person staying
- (2) Date(s) of stay and estimated time of arrival
- (3) Accommodation fee (in principle, based on the basic accommodation fee in Appendix 1)
- (4) Other matters deemed necessary by the Hotel
- 2. In the event that during their stay, the guest requests to continue their stay beyond the date(s) of stay as stipulated in item 2 of the preceding paragraph, at the time such a request is made, the Hotel shall process the request as a new application for a contract of accommodation.

#### Formation of Accommodation Contract, etc.

Article 3 The guest shall stay at the hotel upon agreeing to these Terms and Conditions and each of the Terms of Use.

- 2. If the guest is a minor and it is deemed necessary by the Hotel, the guest must obtain the consent of a person with parental authority or other legal representative and submit a consent form before staying at the hotel.
- 3. The accommodation contract shall be concluded once the Hotel has accepted the application described in the preceding article. However, this shall not apply if the Hotel proves that it did not give its acceptance.
- 4. When a contract of accommodation has been concluded pursuant to the provisions of the preceding paragraph, an application fee within the limit of the basic accommodation fee for the period of stay (or for 3 days if the period of stay exceeds 3 days) determined by the Hotel shall be paid by the date specified by the Hotel.
- 5. The application fee shall first be applied to the accommodation fee ultimately to be paid by the guest, and if a situation arises where the provisions of Articles 6 and 19 apply, the application fee shall be applied in the order of penalty fees followed by compensation, and any remaining amount shall be returned at the time of payment of the fees in accordance with Article 13.
- 6. In the event that the application fee as specified in Paragraph 4 is not paid by the date specified by the Hotel in accordance with the provisions of said Paragraph, the accommodation contract shall lose its validity. However, this shall only apply in the event that the Hotel has notified the guest to that effect when specifying the date for payment of the application fee.

# Special Agreement Waiving Payment of Application Fee

**Article 4** Notwithstanding the provisions of Paragraph 4 of the preceding article, the Hotel may accept a Special Agreement that does not require payment of the application fee as specified in the same paragraph after the contract is concluded.

2. In the event that the Hotel does not request payment of the application fee as specified in Paragraph 4 of the preceding article or does not specify the date for payment of said application fee when accepting an application for an accommodation contract, it shall be deemed to have complied with the Special Agreement of the preceding paragraph.

## Refusal to Enter into an Accommodation Contract

Article 5 In the following cases, the Hotel may refuse to enter into an accommodation contract.

- (1) When the application for accommodation is not in accordance with these Terms and Conditions.
- (2) When there is no room available due to full occupancy.
- (3) When a person seeking accommodation is a patient or carrier of a specified infectious disease (hereinafter referred to as a "specified infectious disease") as defined in Article 2, Paragraph 6 of the Hotel Business Act (Law No. 138 of 1948, including subsequent amendments), as stipulated in Article 4-2, Paragraph 1, Item 2 of the Hotel Business Act (the same applies hereinafter).
- (4) When it is impossible to accommodate guests due to natural disasters, breakdown of facilities, or other unavoidable reasons.
- (5) When a person seeking accommodation is deemed to have the potential to engage in acts that violate legal provisions, public order, or good morals in connection with the accommodation.
- (6) When a person seeking accommodation is deemed likely to commit an act of customer harassment (as specified in Appendix

- 2).
- (7) When a person seeking accommodation is deemed likely to engage in gambling or other illegal activities.
- (8) When a person seeking accommodation engages in noisy behavior or behaves in a manner that significantly disturbs or inconveniences other guests staying in or using the facilities, such as causing them to feel in danger or anxious.
- (9) When a person seeking accommodation is deemed to fall under any of the following items (a) through (c).
- (a) An organized crime group as defined in Article 2, Paragraph 2 of the Act on Prevention of Unjust Acts by Organized Crime Group Members (Law No. 77 of 1991) (hereinafter referred to as an "organized crime group"), a member of an organized crime group as also defined in Article 2, Paragraph 6 of the same act (hereinafter referred to as a "member of an organized crime group"), a quasi-member of an organized crime group or a person related to an organized crime group, or other antisocial forces
- (b) A corporation or any other organization whose business activities are controlled by an organized crime group or a member of an organized crime group
- (c) A corporation that has an individual among its officers who falls under the category of a member of an organized crime group (10) When a person seeking accommodation is intoxicated and is deemed likely to significantly disturb or inconvenience other accommodation guests (Fukuoka Prefecture Hotel Business Act Enforcement Ordinance, Article 14).
- (11) When a person seeking accommodation does not comply with the Terms of Use established by the Hotel.

# Right to Terminate Accommodation Contract for Guests

Article 6 The guest may cancel the accommodation contract by making a request to the Hotel.

- 2. In the event that the guest cancels all or part of the accommodation contract due to reasons attributable to the guest (excluding cases where the hotel has specified the payment deadline for the application fee in accordance with the provisions of Article 3, Paragraph 4, and the guest terminates the accommodation contract before making such payment), the Hotel shall charge a penalty fee as specified in Appendix 3. However, in the event that the Hotel accepts a Special Agreement as stipulated in Article 4, Paragraph 1, the obligation to pay a penalty fee when the guest cancels the accommodation contract in accordance with said Special Agreement shall apply only when the Hotel has notified the guest of this obligation.
- 3. In the event the guest fails to arrive at the Hotel by 8:00 p.m. on the day of their stay (or 2 hours after the specified estimated arrival time, if provided in advance) without prior communication, the Hotel reserves the right to consider the accommodation contract as canceled by the guest.

# Right to Terminate Accommodation Contract for the Hotel

Article 7 In the following cases, the Hotel may cancel an accommodation contract. The Hotel shall not be liable for any damage caused by the cancellation of the contract pursuant to this Article.

- (1) When the guest is a patient or carrier of a specified infectious disease.
- (2) When it is impossible to accommodate guests due to natural disasters, breakdown of facilities, or other unavoidable reasons.
- (3) When the guest is deemed to have the potential to engage in acts that violate legal provisions, public order, or good morals in connection with the accommodation.
- (4) When it is deemed that the guest is likely to commit an act of customer harassment (as specified in Appendix 2).
- (5) When it is recognized that the guest is likely to engage in gambling or other illegal activities in connection with their stay.
- (6) When a person seeking accommodation engages in noisy behavior or behaves in a manner that significantly disturbs or inconveniences other guests staying in or using the facilities, such as causing them to feel in danger or anxious.
- (7) When a person seeking accommodation is deemed to fall under any of the following items (a) through (c).
- (a) An organized crime group, a member of an organized crime group, a quasi-member of an organized crime group or a person related to an organized crime group, or other antisocial forces
- (b) A corporation or any other organization whose business activities are controlled by an organized crime group or a member of an organized crime group
- (c) A corporation that has an individual among its officers who falls under the category of a member of an organized crime group
- (8) When the guest is intoxicated and is deemed likely to significantly disturb or inconvenience other accommodation guests (Fukuo-ka Prefecture Hotel Business Act Enforcement Ordinance, Article 14).
- (9) When it is found that an underage guest has falsified the consent of a person with parental authority or other legal representative even though they do not have their consent, or has falsified their age as an adult.
- (10) When the guest does not comply with the Terms of Use established by the Hotel;
- (11) When it is recognized that the legal status and/or the rights associated with the Accommodation Contract have been transferred to a third party without the explicit consent of the Hotel;
- (12) When it is recognized that one person or party has applied for duplicate Accommodation Contracts for the same date and/or has applied for multiple Accommodation Contracts for similar itineraries without a justifiable reason.

### Accommodation Registration

Article 8 The guest shall register the following items at the front desk of the Hotel on the day of stay.

- (1) Name, age, address and contact information of the guest(s)
- (2) The nationality and passport number of the guest(s) (if the guest is a foreign person who does not have an address in Japan)
- (3) Departure date and scheduled departure time
- (4) Other matters deemed necessary by the Hotel
- 2. When a guest intends to make payment for the fees specified in Article 13 using alternative methods such as a traveler's check, accommodation voucher, credit card, electronic money, etc., which may be substituted for currency, the guest must present these at the time of registration as specified in Paragraph 1 to confirm in advance that these methods can be used for payment at the Hotel.

# **Accommodation Capacity**

Article 9 The maximum number of guests in a guest room is four people. There is a maximum of one child per bed for co-sleeping with children, and children 12 years old and younger are eligible to co-sleep.

## Guest Room Usage Hours

Article 10 As a general rule, guests may use the Hotel's guest rooms from 2:00 p.m. to 12:00 p.m. (noon) the following day. However, in the case of consecutive night stays, the guest room may be used for the entire day except for the day of arrival and the day of departure.

- 2. Notwithstanding the provisions of the preceding paragraph, the Hotel may accept the use of a room outside the hours specified in said paragraph. In such cases, the following additional fees will be charged:
- (1) 30% of the room fee for up to 3 hours in excess
- (2) 50% of the room fee for up to 6 hours in excess
- (3) 100% of the room fee for more than 6 hours in excess
- (The calculation of the room fee is based on the same room type on the check-out date.)
- 3. The hours of availability for use of the guest rooms in Paragraph 1 are subject to change. In such cases, the Hotel will notify you by an appropriate means.

#### Compliance with Terms of Use

Article 11 While in the Hotel, guests shall abide by the Terms of Use established by the Hotel and posted in the Hotel.

#### Hours of Operation

Article 12 The hours of operation of the front desk, etc. of the Hotel shall be as follows, and detailed information on the hours of operation of other facilities, etc. shall be provided in the pamphlet provided, on the home page of the Hotel, on notices in various places, and in the guest rooms.

Service Hours for Front Desk, Cashier, etc.

- (a) Entrance closure  $\cdot$  · · · None
- (b) Front desk • • 24 hrs.
- (c) Cashier • • 24 hrs
- 2. The hours specified in the preceding paragraph may be changed temporarily if necessary or unavoidable. In such cases, notice will be provided through an appropriate means.

# Payment of Fees

Article 13 The breakdown of accommodation fees, etc. to be paid by the guest shall be as shown in Appendix 1.

- 2. Payment of the accommodation fee, etc. as set forth in the preceding paragraph shall be made at the front desk at the time of the guest's departure or when requested by the Hotel, in currency or by a method accepted by the Hotel, such as travel checks, accommodation vouchers, credit cards, electronic money, etc., which may be substituted for such payment.
- 3. The accommodation fee shall apply even if the guest voluntarily does not stay in the room after the Hotel has provided the room to the guest and made it available for their use.

# The Responsibility of the Hotel

Article 14 The Hotel shall provide compensation if any damages are incurred by the guest due to the performance or non-performance of the accommodation contract and related contracts. However, this shall not apply if the reason is not attributable to the Hotel.

2. The Hotel is covered by innkeeper's liability insurance to address unforeseen events such as fires or accidents.

# Handling of Cases where Provision of the Contracted Room is Not Possible

Article 15 In the event that the Hotel is unable to provide the guest with the contracted room, the Hotel shall seek the guest's consent to arrange, to the extent possible, an alternative accommodation with similar conditions.

2. If, notwithstanding the provisions of the preceding paragraph, the Hotel is unable to arrange alternative accommodation at another facility, the Hotel shall pay the guest a compensation fee equivalent to the amount of the penalty fee, which will be applied to the amount of compensation for damages. However, if there is no reason attributable to the Hotel for not being able to provide the room, no compensation fee will be paid.

## Handling of Deposited Items and Belongings

Article 16 In the event of loss, damage, etc., to items or cash, as well as valuables deposited by the guest at the front desk, the Hotel shall compensate for the damages incurred, except in cases of force majeure. However, in the case of cash and valuables, if the Hotel has requested disclosure of their type and value, and the guest has not provided such information, the Hotel shall compensate for damages within a limit of 200,000 yen.

2. In the case of items or cash, as well as valuables, brought into the Hotel by the guest but not deposited at the front desk, if loss, damage, or other harm occurs due to willful misconduct or negligence of the Hotel, the Hotel shall compensate for the damages. However, in the case of items for which the guest has not provided prior disclosure of their type and value, the Hotel shall compensate for damages within a limit of 200,000 yen, except in the case of willful misconduct or gross negligence on the part of the Hotel.

# Storage of Luggage or Personal Belongings of Guests

**Article 17** When a guest's luggage arrives at the Hotel before their check-in, the Hotel will responsibly store it only when the Hotel has given prior consent. The luggage will be handed over to the guest during check-in at the front desk.

- 2. In the event that a guest's luggage or personal belongings are left at the Hotel after the guest has checked out, the hotel will contact the owner upon identification and seek instructions from them. However, if there are no instructions from the owner, or if the owner cannot be identified, the possessions will be kept for seven days, including the day of discovery, after which they will be delivered to the nearest police station.
- 3. The responsibility of the Hotel for the storage of the guest's luggage or personal belongings in the case of the preceding two paragraphs shall be in accordance with the provisions of Article 16 Paragraph 1 for the first paragraph and in accordance with the provisions of Article 16 Paragraph 2 for the second paragraph.

#### Parking Responsibility

Article 18 When a guest uses the Hotel's parking lot, regardless of whether or not the guest has deposited the keys to the vehicle, the Hotel shall only provide a parking space to the guest and does not assume any responsibility for the management of the vehicle. However, the Hotel shall be liable for compensation for any damage caused by the Hotel's willful misconduct or negligence in managing the parking lot.

# Responsibility of the Guest

Article 19 In the event that the Hotel suffers damages due to willful misconduct or negligence of a guest, said guest shall compensate the Hotel for such damages.

# Changes to Terms and Conditions of Accommodation and Terms of Use

Article 20 The Hotel may, at its discretion, change these Terms and Conditions and Terms of Use (hereinafter referred to as "the Terms and Conditions, etc.") in any of the following cases. The user shall accept this without objection.

- (1) When the change of the Terms and Conditions, etc. conforms to the general interest of guests.
- (2) When the change of the Terms and Conditions, etc. is not contrary to the purpose for which the contract was made and is reasonable in light of the necessity of the change, the appropriateness of the changed content, the details of the change, and other circumstances pertaining to the change.
- 2. In the event that the Hotel changes the Terms and Conditions, etc. as described in the preceding paragraph, the Hotel shall post a notice on its website at least one month prior to the effective date of the revised Terms and Conditions, etc., stating that the Terms and Conditions, etc. will be changed, the content of the change, and the effective date of the revised Terms and Conditions, etc.
- 3. When the guest uses services after the effective date of the revised Terms and Conditions, etc., the guest shall be deemed to have agreed to the revised Terms and Conditions, etc.

#### Disclaimer

Article 21 The guest shall be responsible for their own use of the Internet connection service from within the Hotel. Our company assumes no responsibility whatsoever for any loss or damage incurred by users as a result of service interruption due to system failure or any other reason while using the Internet connection service. Furthermore, if any damage is caused to our company or any third party due to actions deemed inappropriate by us in connection with the use of the Internet connection service, you will be responsible for compensating for such damages.

# Language and Governing Law

**Article 22** These Terms and Conditions are written in Japanese, English, Chinese, and Korean, but if there is any discrepancy or difference between any two versions of these Terms and Conditions, the Japanese version shall prevail in all respects.

2. Any and all disputes arising in connection with these Terms and Conditions shall be resolved in accordance with the laws and regulations of Japan by the Japanese court which has jurisdiction over the location of the Hotel.

Appendix 1 Breakdown of Accommodation Fees (Related to Article 2, Paragraph 1 and Article 13, Paragraph 1)

		Breakdown			
Total Amount to be Paid by the Guest	Accommodation Fee	Basic accommodation fee (room fee (or room fee + breakfast fee))     Service fee (① x rate determined by the hotel)			
	Additional Fees	Food and beverage fee (or additional food and beverage (other than the breakfast fee) and other usage fees)     Service fee (③ x rate determined by the Hotel)			
	Tax	(a) Consumption tax (b) Accommodation tax			

Remark 1. ⑤ Other usage fees: Telephone, laundry, extra bed, etc.

Appendix 2: Act of Customer Harassment (related to Article 5, Paragraph 6 and Article 7, Paragraph 4)

Acts considered as customer harassment include a request for a reduction in accommodation fees or other demands involving matters that are not easily achievable (excluding cases seeking the removal of social barriers as stipulated in Article 2, Paragraph 2 of the Act for Promotion of Elimination of Discrimination against People with Disabilities in connection with difficulties related to accommodation), a request that includes rude or violent behavior or other actions causing physical or mental burden to employees (unless there are reasonable grounds, such as those arising from unfair discriminatory treatment of a person seeking accommodation by an operator as per Article 8, Paragraph 1 of the Act for Promotion of Elimination of Discrimination against People with Disabilities), and the event of repetition of acts that require more effort than is usually necessary for the treatment of the person making a request (such as those listed below).

- Acts that constitute physical attacks (assault, injury, etc.) or mental attacks (threats, verbal abuse, defamation, etc.)
- Demanding apology through kneeling on the ground
- Occupying a space, restraining, or any coercive action lasting beyond a certain period (including prolonged phone calls)
- An act of blaming or verbally abusing employees in a loud or aggressive manner
- "- Unpaid cancellation fees with unjustified complaints, demands for refunds, excessive requests for product exchanges or monetary compensation, and other excessive demands

(This includes acts such as repeatedly making unreasonable requests, such as demanding excessive services beyond reasonable expectations compared to other guests, or requesting unreasonable discounts on accommodation fees.)"

- Repeatedly asking the same question, and actions to pursue accountability such as demanding apologies or complaints using methods lacking social appropriateness
- Excessive demands or complaints regarding matters that cannot be addressed within operational rules or system regulations
- Threatening behavior that hints at exposing information on social media or in the media (such as disclosing the names of employees)
- Stalking behavior towards a specific employee

Appendix 3: Penalty Fee (related to Article 6, Paragraph 2)

Date of receiving notice of contract termination  Number of rooms under contract application		No show	Same day	One day prior	9 days prior	20 days prior
General	9 or fewer rooms	100%	80%	20%		
Organization -	10 to 69 rooms	100%	100%	60%	30%	20%
	70 or more rooms	100%	100%	100%	60%	30%

Remarks  $\,$  1. The % is the ratio of the penalty fee to the basic accommodation fee.

- 2. If the contracted number of days is shortened, regardless of the number of days reduced, a penalty fee equivalent to one day (the first day) will be collected.
- 3. If there is a cancellation of the contract for a portion of organization guests (10 rooms or more), no penalty fee will be charged for 10% of the number of reserved rooms (rounded up if it is a fraction) 10 days prior to the stay (or the day of acceptance if the reservation is made after that day).
- 4. However, if a separate individual penalty fee agreement has been entered into, that agreement shall take precedence.

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