Terms and Conditions for Accommodation Contracts of Hakodate Onuma Tsuruga Resort "EPUY"

Article 1. (Scope of Application)

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 and /or generally accepted practices.

Article 2. (Application for Accommodation Contract)

1. A guest who intends to make an application for an Accommodation Contract with the hotel shall notify the Hotel of the following particulars:
   - Name of the Guest (s)
   - Date of the accommodation and estimated time of arrival
   - Accommodation Charges (based in principle on the Basic Accommodation Charges listed in the Attached Table. No. 1; and
   - Other particulars (address, phone number, contact information etc.) deemed necessary by the Hotel
   - Request for Accommodation reservations may be subject to confirmation by the Hotel before the Guest checks in.
2. If Guests request to extend their stay, during their stay, beyond the date in subparagraph (1) in 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 of Accommodation Contracts, etc.)

1. 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.
2. When the 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 by the date specified by the Hotel.
3. The deposit shall be first used for the Total Accommodation Charge to be paid by the Guest, secondly for cancellation charges under Article 6 and thirdly for reparations under Article 18 as applicable. The remainder, if any, shall be refunded at the time of payment for accommodation as stated in Article 12.
4. 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 Contracts Requiring No Accommodation Deposit)

1. 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 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. (Refusal of Accommodation Contracts)

The Hotel may not accept the conclusion of an Accommodation Contract under any of the following circumstances:

(1)When the application for accommodation does not conform to the provisions of these Terms and Conaditions;
(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 of act against the public order of good morals in regard to his/her accommodation;
(4)When the Guest seeking accommodation can be clearly identified as carrying an infectious disease;
(5)When the Hotel and or hotel staff are violently threatened or unreasonably burdened by the Guest;
(6)When the Hotel is unable to provide accommodation due to natural calamities, malfunction of facilities and/or other unavoidable causes;
(7)When the person requesting Hotel accommodation is obviously intoxicated and could cause annoyance to other guests or when the person is behaving in such a manner as to be an annoyance to other guests (when the provisions of the Article 10 of The Hokkaido Prefectural Accommodation Ordinance are applicable);
(8)When the person requesting Hotel accommodation is a member of an organized crime group, under Article 2-6 of Law on Preventing Unreasonable Conduct by Organized Crime Groups (Code 77 issued in 1991), or a related party, under Article 2-2 of said law.

Article 6. (Right to Cancel Accommodation Contracts by the Guest)

1. The Guest is entitled to cancel the Accommodation Contract by notifying the Hotel.
2. 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 cancella-tion by the Guest.
3. 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 7. (Right to Cancel Accommodation Contract by the Hotel)

1. The Hotel may cancel the Accommodation Contract under any of the following circumstances:

(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 the Guest can be clearly identified ascarrying aninfectious disease;
(3)When the Hotel and/or staff suffers from violent threat or unreasonable burden from the Guest. Or, when it is acknowledged that similar activity has occurred in the past;
(4)When the hotel is unable to provide accommodation due to natural calamities and/or other causes of force majeure;
(5)When the person requesting Hotel accommodation is obviously intoxicated and could cause annoyance to other guests or when a person is behaving in such a manner as to be an annoyance to other guests (when the provisions of Article 10 of The Hokkaido Prefectural Accommodation Ordinance are applicable);
(6)When the person requesting Hotel accommodation is a member of an organized crime group,under Article2-6 of Law on Preventing Unreasonable Conduct by Organized Crime groups (Code 77 issued in 1991), or a related party under Article 2-2 of said law; or
(7)When the Guest does not observe prohibitedactions 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).

2. If the Hotel as canceled the Accommodation Contract in accordance with the preceding Paragraph, the Hotel shall not charge the Guest for any of he services during the contractual period he/she has not received.

Article 8. (Registration)

1. The Guest shall register the following particulars with the Front Desk of the Hotel on the day of accommodation:

(1)Name, age, sex, address, and occupation of the Guest (s)
(2)All Guests off or eignnationality who do not reside in Japan will be asked to give their passport number, port and date of entry in Japan;
(3)Date and estimated time of departure;and
(4)Other part icularsdeemed necessary by the hotel.

2. In the case where the Guest intends to pay his/her accommodation charges prescribed in Article 12 by any means other than Japanese currency, such as traveler's check coupons or credit cards, these credentials shall be shown in advance at the time of the registration prescribed in the preceding Paragraph.

Article 9. (Occupancy Hours of Guest Rooms)

1. The Guest is entitled to occupy the contracted guest room of the Hotel from 3:00p.m. on the day of arrival to 10:00a.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.
2. 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 20% of the room charge for one extra hour in the room and
3. More than one hour will incur 70% of the room charge.

Article 10. (Observance of Hotel Regulations)

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

Article 11. (Business Hours)

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) Restaurant	Breakfast	7:00 ～ 10:00	(L.O 9:00)
	Dinner	18:00 ～ 21:00	(L.O 20:00)
(2) Large Public Bath		12:00 ～ 10:00	The next day
(3) Private Spa		12:00 ～ 9:00	The next day
(4) Bar Lounge [Crawford]		20:00 ～ 24:00	(L.O 23:00)
(5) Boulangerie [Epuy]		9:00 ～ 16:00	
(6) Boutique [Ni se u]		7:00 ～ 22:00	
(7) Cigar Room	Open all the time		

***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.

Article 12. (Payment of Accommodation Charges)

1. The explanation of accommodation charges etc. that the Guest shall pay is listed in the attached Table 1.
2. Accommodation charges etc. as stated in the preceding Paragraph shall be paid at the 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 checks, coupons, and credit cards.
3. Accommodation charges shall be paid even if the Guest voluntarily does not utilize the accommodation facilities provided for him/her by the Hotel.

Article 13. (Liabilities of the Hotel)

1. 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.
2. The Hotel is covered by Hotel Liability Insurance to deal with unexpected fire and/or other disasters.

Article 14. (Handling when Unable to Provide Contracted Rooms)

1. 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.
2. 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, wen the Hotel cannot provide accommodation due to causes for which the Hotel is not liable, the Hotel will not compensate the Guest.

Article 15. (Handling of Deposited Articles)

1. The Hotel shall compensate the Guest for damages when loss, breakage, or other damage is caused to goods, cash or valuables deposited at the Front Desk 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 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 150,000 yen.
2. 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 up to a maximum of 150,000 yen.
3. However, the following articles will not be compensated for as in the above Paragraph 1 and 2

(1)Manuscripts, building plans, drawings, texts, and other articles of similar nature, and computer software; such as optical discs, CD-ROMs (for example, peripheral equipment processed directly into the computer and terminal equipment, including files recorded in the recording media).

Article 16. (Custody of Baggage and/or Belongings of Guest)

1. 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.
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.
3. The Hotel's liability in regard to the custody of the Guest's baggage and belongings in the case of the preceding two paragraphs shall be assumed in accordance with the provisions of Paragraph 1 of the preceding Article in the case of Paragraph 1, and the provisions of Paragraph 2 of the same Article 15 in the case of Paragraph 2.

Article 17. (Liability in Regard to Parking)

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 18. (Liability of the Guest)

(1)The guest shall compensate the Hotel for damage caused through intent or negligence on part of the Guest.
(2)In the case of having to provide a different accommodation for the Guest, in order to smoothly facilitate the services for the Guest of the Hotel based on the Hotel Accommodation Contract, service must be offered and carried out as soon as possible by the Hotel.
(3)Litigation arising from the Terms and Conditions for Accommodation contract will be resolved in the courts in the jurisdiction of the Hotel and in accordance with Japanese law.

***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 Charge(room charge including breakfast) 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 b. Hot springs tax(only for locations with Hot Springs)

***Attached Table.No.2

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

*REMARKS

1. The percentage signifiles the rate of cancellation charge to the Basic Accommodation Charges.
2. When the number of days contracted is shortende, a cancellation charge for its first day shall be paid by the Guest, regardless of the number of days shortened.
3. If part of a group (11 members or more) cancels, the cancellation charge displayed above will be charged for each guest who cancels.

Article 1 — April 1, 2017, The Hotel Terms and Conditions of Accommodation are the same terms and conditions model which are determined under The Ministry of Land, Infrastructure, and Transport.

Article 2 — April 1, 2017, newly established Terms and Conditions of Accommodation for The Hotel.

Article 2 Section 3; same article Section 4, Article 15 Section 3, Article 18 Section 2, same article Section 2; as well as, Article 2 Section 2, Article 3 Section 2, Article 5 Section 1-1, Article 6 Section 2, Article 7 Section 1-1, Article 9 Section 1; same article Section 2, Article 11 Section 2, Article 15 Section 1;same article Section 2, Article 16 Section 3