

宿泊約款

Terms and Conditions For Accommodation Contracts

Article 1. Scope of Application

1. Contracts for accommodation and related agreements to be entered into between this Ryokan 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.
2. In the case when the Ryokan 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 Accommodation Contract

1. A Guest who intends to make an application for an Accommodation Contract with the Ryokan shall notify the Ryokan of the following particulars:
 - a. Name of the Guest(s);
 - b. Date of accommodation and estimated time of arrival;
 - c. Accommodation charges (based in principle on the Basic Accommodation Charges listed in the Attached Table No. 1); and
 - d. Other particulars deemed necessary by the Ryokan.
2. If Guests request to extend their stay, during their stay, beyond the date in subparagraph (b) 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 of Accommodation Contracts, etc.

1. A Contract for Accommodation shall be deemed to have been concluded when the Ryokan has duly accepted the application as stipulated in the preceding Article. However, the same shall not apply where it has been proved that the Ryokan has not accepted the application.
2. A Contract for Accommodation shall be deemed to have concluded when the Ryokan has duly accepted the application as stipulated in the preceding Paragraph. However, depending on the accommodation plan and details, advance payment or deposit may be required, in which case the contract is concluded when the Ryokan has confirmed receipt of funds. However, the same shall not apply where it has been proved that the Ryokan has not accepted the application.

Article 4. Refusal of Accommodation Contracts

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

1. When the application for accommodation does not conform with the provisions of these Terms and Conditions;
2. When the Ryokan 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 Guest seeking accommodation is deemed to fall into one of the following categories:
 - a. 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;
 - b. A member of a corporate body or other organization involved in the business activities of an organized crime group or related party;
 - c. A member of a corporate body whose executive has been deemed a member of an organized crime group
5. When the person requesting Ryokan accommodation is behaving in such a manner as to be a significant annoyance to other guests;
6. When a person who intends to stay at this hotel is a patient, etc. of a specified infectious - 3 - 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 Ryokan is unable to provide accommodation due to natural calamities, malfunction of facilities and/or other unavoidable causes;
10. When provision of Article 6 of Yamaguchi Prefecture's Ordinance for Establishing Standards for Establishment of Business Facilities Related to the Inns and Hotels Act are applicable.

(Explanation of refusal to conclude a contract of accommodation)

Article 4-2. 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 5. Right to Cancel Accommodation Contracts by the Guest

1. The Guest is entitled to cancel the Accommodation Contract by notifying the Ryokan.

2. If the Guest has cancelled the Accommodation Contract in whole or in part due to causes for which the Guest is liable, the Guest shall pay cancellation charges as listed in the Attached Table No. 2.
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 Ryokan is notified), the Ryokan may regard the Accommodation Contract as being cancelled by the Guest.

Article 6. Right to Cancel Accommodation Contract by the Ryokan

1. The Ryokan may cancel the Accommodation Contract under any of the following circumstances:
 - a. When the Guest is deemed liable for conduct and/or has conducted himself in a manner that will violate laws or act against the public order and good morals in regard to their accommodation;
 - b. When the Guest is deemed to fall into one of the following categories:
 - i. A member or associate of an organized crime group or otherwise affiliated with an organized crime group or other antisocial force;
 - ii. A member of a corporate body or other organization involved in the business activities of an organized crime group or related party;
 - iii. A member of a corporate body whose executive has been deemed a member of an organized crime group
 - c. When a Guest is behaving in such a manner as to be a significant annoyance to other guests;
 - d. When the Guest is a patient, etc. of specified infectious disease.
 - e. 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).
 - f. 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).
 - g. When the Ryokan is unable to provide accommodation due to natural calamities, malfunction of facilities and/or other unavoidable causes;
 - h. When provision of Article 6 of Yamaguchi Prefecture's Ordinance for Establishing Standards for Establishment of Business Facilities Related to the Inns and Hotels Act are applicable;
 - i. When the Guest does not observe prohibited actions such as smoking in bed, tampers with fire-fighting facilities and otherwise breaches Ryokan Regulations stipulated by the Ryokan (restricted to particulars deemed necessary in order to avoid causing fires).
2. If the Ryokan has canceled the Accommodation Contract in accordance with the preceding Paragraph, the Guest will be liable for the cost of the Accommodation Contract, including services not yet received.

(Explanation of Cancellation of Accommodation Contract)

Article 6-2. 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 7. Registration.

1. The Guest shall register the following particulars the Front Desk of the Ryokan on the day of accommodation:
 - a. Name, age, sex, address and occupation of the Guest(s);
 - b. All Guests of foreign nationality who do not reside within Japan will be asked to leave a photocopy of their passport with the Front Desk and register nationality, passport number, port and date of entry in Japan;
 - c. Date and estimated time of departure; and
 - d. Other particulars deemed necessary by the Ryokan.
2. In the case where the Guest intends to pay their accommodation charges prescribed in Article 11 by any means other than Japanese currency, such as vouchers or credit cards, these credentials shall be shown in advance at the time of the registration prescribed in the preceding Paragraph.

Article 8. Occupancy Hours of Guest Rooms

1. The Guest is entitled to occupy the contracted guest room of the Ryokan from 2:30 p.m. on the day of arrival to 10:30 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. (At Bettei Otozure, the times are 2:00 p.m. to 11:00 a.m.)
*Excludes plans where other occupancy hours are specified
2. The Ryokan 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.

Article 9. Observance of Ryokan Regulations

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

Article 10. Business Hours

1. The business hours of the Ryokan' s 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.
 - a. Service hours of the Front Desk, cashier, etc.
 - i. Closing time: 12:00 midnight
 - ii. Front service: 7:00 a.m. to 10:00 p.m.
 - iii. Check in: 2:30 p.m. to 6:00 p.m.
 *Guest(s) shall notify Ryokan in advance if arriving after hours.
 - b. Service hours for dining, drinking, etc.
 - i. Breakfast: 7:00 a.m. to 9:30 a.m.
 - ii. Lunch: 11:30 a.m. to 2:00 p.m.
 - iii. Dinner: 6:00 p.m. to 9:30 p.m.
 *Some facilities open from 5:30 p.m.

Article 11. Payment of Accommodation Charges

1. The explanation 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 at the Front Desk at the time of the Guest's departure or upon request by the Ryokan in Japanese currency. Other means acceptable to the Ryokan are vouchers and credit cards.
3. Accommodation charges shall be paid even if the Guest voluntarily does not utilize the accommodation facilities provided for them by the Ryokan.

Article 12. Liabilities of the Ryokan

1. The Ryokan shall compensate the Guest for damage if the Ryokan 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 Ryokan is not liable.
2. The Ryokan is covered by Ryokan Liability Insurance to deal with unexpected fire and/or other disasters.

Article 13. Handling when Unable to Provide Contracted Rooms

1. The Ryokan shall, when unable to provide contracted rooms, arrange accommodation elsewhere for the Guest with the consent of the Guest.
2. When arrangement of other accommodation cannot be made, notwithstanding the provisions of the preceding Paragraph, the Ryokan shall pay the Guest a compensation fee equivalent to the cancellation charges and the compensation fee shall be applied to reparations. However, when the Ryokan cannot provide accommodation due to causes for which the Ryokan is not liable, the Ryokan will not compensate the Guest.

Article 14. Handling of Valuables Brought into Ryokan

1. For security reasons, Guests wishing to bring in a large amount of cash or other valuables should notify the Ryokan in advance. The Ryokan reserves the right to refuse liability for such items even if notified. Additionally, the Ryokan will not be held responsible for damage, defacement, loss, etc. of a large amount of cash or valuables brought into the Ryokan without advance notification.
2. The Guest shall store and manage all cash, valuables, baggage, and belonging brought into the Ryokan. With the exception of times when the Ryokan has undertaken the storage or management of such items under specific procedures, the Ryokan will only compensate the Guest for loss, damage, defacement, etc. in cases where the Ryokan has been intentionally or grossly negligent.
3. The amount of compensation as stated in the previous paragraph shall be determined by an objective appraisal of value. Regardless of subjective value to the Guest, if an objective appraisal cannot be obtained, the Ryokan shall compensate the Guest up to a maximum of 100,000 yen.

Article 15. Custody of Baggage and/or Belongings of Guest

1. When the baggage of the Guest is brought into the Ryokan before their arrival, the Ryokan shall be liable to store it only in the case when such a request has been accepted by the Ryokan. The baggage shall be handed over to the Guest at the Front Desk at the time of check-in.
2. After check out, the Ryokan will accept liability for storing baggage or belongings only in the case when such a request has been accepted by the Ryokan in advance. If the baggage or belongings have not been collected by the end of the agreed upon storage period, the Ryokan may dispose of the dispose of the baggage or belongings without any liability.
3. If the Guest' s baggage or belongings are found after check out without any advance arrangements for storage having been made, the Ryokan will take appropriate measures, such as disposal, storing for a period of time, turning it over to the local police station, etc.

Article 16. Liability in Regard to Parking

1. The Ryokan 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 Ryokan, as it shall be regarded that the Ryokan simply offers the space for parking, whether the key of the vehicle has been deposited with the Ryokan or not. However, the Ryokan shall compensate the Guest for damage caused through intent or negligence on the part of the Ryokan in regards to the management of the parking lot.

Article 17. Liability of the Guest

1. The Guest shall compensate the Ryokan for damage caused through intent or negligence on part of the Guest.

Article 18. Entering the Rooms

1. In the following cases, the Ryokan may enter the Guest' s room without permission, even after check in:
 2. When providing services such as cleaning, setting up the futons, room

service, etc.;

3. When the Ryokan has a reasonable suspicion the Guest is violating the law or Ryokan Regulations or acting against the public order and good morals, or when such acts have been confirmed;
4. When the police or fire department judge it necessary to enter the room;
5. When it is necessary for building or device maintenance;
6. When the Ryokan deems it necessary to confirm the Guest' s safety, to ensure a safe environment, etc.

(Request for cooperation in infection control measures at facilities)

Article 19. 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).

Attached Table No. 1 Calculation Method for Accommodation Charges (Ref. Paragraph 1 of Article 2 and Paragraph 1 of Article 11)

| | | Contents |
|--------------------------------------|-----------------------|--|
| Total Amount to be Paid by the Guest | Accommodation Charges | ① Basic Accommodation Charge (Room and Half Board) ② Service Charge (① x 10%) |
| | Extra Charges | ③ Extra Charges (Additional food and drink) Other Expenses ④ Service Charge (③ x 10%) |
| | Taxes | 1. Consumption Tax 2. Hot Spring Tax |

Remarks

1. The basic accommodation charge is based on the price indicated in each Accommodation Contract.
2. Elementary school children will be charged at 70% of the adult rate if bedding and an adult meal are requested. The child' s rate will be 50% if bedding and a child' s meal are requested, and 30% if only bedding is requested.
3. For children between 3 years of age and elementary school, the rate will be 1,650 yen per night. A cot or additional bedding will be an additional 1,650 yen. Meals will be charged separately.

Attached Table No. 2 Cancellation Charge (Ref. Paragraph 2 of Article 5)

| Contracted Number of Guests | Date When Cancellation of Accommodation Contract is Notified | | | | | | |
|-----------------------------|--|-------------------|-------------|--------------|---------------|---------------|---------------|
| | No Show | Accommodation Day | 1 Day Prior | 7 Days Prior | 14 Days Prior | 21 Days Prior | 60 Days Prior |
| 1 to 14 | 100% | 100% | 50% | 30% | 10% | | |
| 15 to 79 | 100% | 100% | 50% | 30% | 20% | 10% | |
| 80 and above | 100% | 100% | 80% | 50% | 30% | 20% | 10% |

Attached Table No. 2 (Specific Dates) Year-End, Golden Week, and Obon Holidays
*Applicable dates available on the official website and on accommodation plans

| Contracted Number of Guests | Date When Cancellation of Accommodation Contract is Notified | | | | | | |
|-----------------------------|--|-------------------|-------------|--------------|---------------|---------------|---------------|
| | No show | Accommodation Day | 1 Day Prior | 7 Days Prior | 14 Days Prior | 21 Days Prior | 60 Days Prior |
| 1 to 79 | 100% | 100% | 80% | 50% | 30% | 10% | |
| 80 and above | 100% | 100% | 80% | 50% | 30% | 20% | 10% |

Remarks:

1. The percentage is applied to the basic accommodation charge.
2. If the terms of the cancellation charge differ under a specific reservation, the Ryokan will notify the Guest in advance.
3. If the number of days in the Accommodation Contract is reduced, the cancellation charge will be applied for the cancelled days.
4. If the number of guests in the Accommodation Contract is reduced, the cancellation charge will be applied for the number of cancelled guests.
* The contracted number of guests includes children.
* If the number of guests per room changes due to a reduced number of contracted guests, additional fees may be collected separately.

■ Privacy Policy

The Ryokan handles guests' personal information in accordance with applicable laws and regulations. For more detailed information, please consult Otani Sanso' s privacy policy, available in full at the front desk.