

Rusutsu Resort

Terms and Conditions for Accommodation Contracts

Scope of Application;

Article 1

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. Any particulars not provided for herein shall be governed by laws and regulations and/or generally accepted practices.
2. In such a case where 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, notwithstanding the preceding Paragraph, the special contract shall take precedence over the provisions of these Terms and Conditions.

Application for Accommodation Contracts;

Article 2

1. 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.
2. In the case where the Guest requests, during their 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

1. The Accommodation Contract is made following the conditions in the preceding Paragraphs. However, the same shall not apply when it has been proved that the Hotel has not accepted the application.

Refusal of Accommodation Contracts

Article 4

1. The Hotel may not accept the conclusion of an Accommodation Contract in any of the following cases:
 - (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 no room is available;
 - (3) When the Guest seeking accommodation is deemed liable to conduct himself in a manner that will contravene the laws or act against the public order or good morals in regard to his accommodation;
 - (4) When the Guest seeking accommodation can be clearly detected to be carrying an infectious disease;
 - (5) When the Hotel is requested to assume an unreasonable burden in regard to his accommodation;
 - (6) When the Hotel is unable to provide accommodation due to natural calamities, dysfunction of the facilities and/or other unavoidable causes.

Article 5

1. The Hotel will not conclude an Accommodation Contract in the following cases.
 - (1) The Guest seeking accommodation is judged to be: a member of an organized

crime group, a member of an organized business or related to organized crime, a member of a libelous political action group or other antisocial force. Hereafter (anti-social/organized crime group).

- (2) The Guest seeking accommodation is a member of a corporation supporting organized crime or organized crime activities.
- (3) The corporation the Guest seeking accommodation is a member of or has a director belonging to an antisocial/organized crime group.
- (4) The Guest seeking accommodation has used extremely threatening or disturbing language to another guest.
- (5) The Guest seeking accommodation has made threatening demands to the Hotel or its staff or made unreasonable demands.

Right to Cancel Accommodation Contracts by the Guest

Article 6

1. The Guest is entitled to cancel the Accommodation Contract by so notifying the Hotel.
2. In such a case where 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. In the case when the Guest does not appear by 7p.m. on the day of accommodation (two hours after the expected time of arrival if the Hotel has been notified) without advance notice, the Hotel may regard the Accommodation Contract as being cancelled by the Guest.

Right to Cancel Accommodation Contracts by the Hotel

Article 7

1. The Hotel may cancel the Accommodation Contract in any of the following cases:
 - (1) When the Guest is deemed liable to conduct and/or has 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 Guest conducts prohibited actions such as smoking in bed, mischief to the firefighting facilities or does not obey other prohibitions of the Hotel Policy & Rules stipulated by the Hotel (restricted to particulars deemed 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 during the remainder of the contractual period which the Guest has not received.

Article 8

1. The Hotel will cancel the Accommodation Contract in the following cases.
 - (1) The Guest is judged to be a member of an anti-social/organized crime group.
 - (2) The Guest is a member of a corporation supporting organized crime or organized crime activities.
 - (3) The corporation the Guest is a member of or has a director belonging to an anti-social/organized crime group.
 - (4) The Guest has used extremely threatening or disturbing language to another guest.
 - (5) The Guest has made threatening demands to the Hotel or its staff or made unreasonable demands.

Registration

Article 9

1. The Guest shall register the following particulars at the Front Desk of the Hotel on the day of Accommodation:
 - (1) Name, age, sex, address of Guest(s) and workplace;
 - (2) For non-Japanese: nationality, passport number, port and date of entry in Japan;
 - (3) Date and estimated time of departure, and
 - (4) Other particulars deemed necessary by the Hotel.
2. In the case when the Guest intends to pay his Accommodation Charges prescribed in Article 13 by any means other than Japanese currency, such as travellers' cheques, coupons, or credit cards, these credentials should be shown in advance at the time of the registration prescribed in the preceding Paragraph.

Hours of Guest Room Use

Article 10

1. The Guest is entitled to occupy the contracted guest room of the Hotel from 3p.m. to 11a.m. the next morning. However, in the case where the Guest's accommodation is continuous, the Guest may occupy it all day long, except for the days of arrival and departure. In case the Guest is unable to continuously use the same guestroom due to a changed departure date, full booking of guestrooms or other reasons, a separate Contract for Accommodation shall be concluded and the preceding stipulation shall not apply.
2. The Hotel may, notwithstanding the provisions prescribed in the preceding Paragraph, permit the Guest to occupy the room beyond the time as prescribed in the Attached Appendix No.1.

Observance of Hotel Policy & Rules

Article 11

1. The Guest shall observe the Hotel Policy & Rules established by the Hotel.

Business Hours

Article 12

1. The business hours of the main facilities of the Hotel shall be provided in detail by brochures as provided or notices displayed in visible locations.
2. The business hours specified in the preceding Paragraph are subject to temporary changes due to unavoidable causes within the Hotel. In such a case, the Guest shall be informed by means deemed appropriate by the management.

Payment of Accommodation Charges

Article 13

1. The breakdown of the Accommodation Charges, etc. that the Guest shall pay is as listed in the Attached Table No.1.
2. Accommodation Charges as stated in the preceding Paragraph shall be paid with Japanese currency(yen) or by any means other than Japanese currency such as traveller's cheques, coupons, credit cards or debit cards recognized by the Hotel. Payments shall be paid at the Front Desk upon departure of the Guest or upon request of the Hotel.
3. If payment is to be made in Japanese currency or by credit card, please note that payment of Accommodation Charges will occur upon check-in.
4. Accommodation Charges shall be paid even if the Guest voluntarily does not utilize the accommodation facilities that have been provided by the Hotel and are at the Guest's disposal.

Liabilities of the Hotel

Article 14

1. The Hotel shall compensate the Guest for damage if the Hotel has caused such damage to the Guest in the fulfillment or non-fulfillment 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. Even though the Hotel has received the "Pass Mark" (Certificate of Excellence of Fire Prevention Standard issued by the fire department), the Hotel is covered by Hotel Liability Insurance to deal with unexpected fire and/or other disasters.

Handling When Unable to Provide Contracted Rooms

Article 15

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 accommodations 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 the reparations. However, when the Hotel cannot provide accommodation due to the causes for which the Hotel is not liable, the Hotel shall not compensate the Guest.

Handling of Deposited Articles

Article 16

1. The Hotel shall compensate the Guest for 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 causes of force majeure. However, for cash and valuables, when the Hotel has requested the Guest its kind and value but the Guest has failed to do so, the Hotel shall compensate the Guest within the limit of JPY 300,000.
2. The Hotel shall compensate the Guest for damages 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 limit of JPY 150,000.

Custody of Baggage and/or Belongings of the Guest

Article 17

1. When the baggage of the Guest is brought into the Hotel before arrival, the Hotel shall be liable to keep it only in the case when such a request has been accepted by the Hotel. The Hotel shall inform the Guest to the location of their baggage at the time of check-in.
2. When the baggage or belongings of the Guest is found left after the Guest's 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 found, and after this period, the Hotel shall turn it over to the nearest police station.
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 Article 14.

Liability in Regard to Parking

Article 18

1. 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 with the Hotel or not. However, the Hotel shall compensate the Guest for the damage caused through intention or negligence on the part of the Hotel in regard to the management of the parking lot.

Liability of the Guest

Article 19

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

Refusal or Cancellation of Banquets/Events

Article 20

1. The Hotel will not conclude a banquet/event contract in the following case. Also, the Hotel will cancel a banquet/event if a contract has already been made if:
 - (1) An attendee of the event is a member of an anti-social/organized crime group or a related group or business.

Table 1

Accommodation charge calculation method (related to Article 2 Item 1 and Article 13 Item 1)

		Breakdown
Total amount to be paid by the Guest	Accommodation Charge	1. Basic room rate
	Additional Charges	2. Extra meals (food and beverage charges except breakfast or dinner) and other expenses 3. Service charge (2.×10%)
	Taxes	Consumption tax

Remark 1. Basic room rate is based on the tariffs of the Hotel.

Remark 2. The child rate applies for elementary school children. In case of providing child meals and beds: 70% of adult rate required. In case of providing adult meals and beds: 100% of adult rate required. The preschool child provided bed only: JPY3,240 (Incl. tax) required.

Remark 3. Those charges are subject to change to revisions of the Tax Laws concerned.

Table 2

Cancellation Charge (see also Article 6 Section 2)

	Date when Cancellation of Contract is Notified	No-show	The day of arrival	1 day prior	3 day prior	7 day prior	14 day prior	21 day prior
Individual	Less than 5 rooms	100%	100%	80%	50%	20%	-	-
Group	5 - 9 rooms	100%	100%	80%	50%	50%	20%	-
	10 rooms and more	100%	100%	80%	80%	50%	50%	20%

(Note)

1. The percentages signify the rate of cancellation charge to the Basic Accommodation Charge.

2. If the number of days contracted is shortened, the cancellation charge for the first day of the cancelled period shall be paid by the Guest regardless of the number of days shortened.

3. If a part of a group booking (for 5 rooms or more) is canceled, the cancellation charges shall not be charged for the number of rooms equivalent to 10% of the number of rooms booked as of 10 days prior to the occupancy. When the cancellation is accepted less than 10 days prior to the occupancy, the date of acceptance shall apply with fractions counted as a whole number.

Attached Appendix No.1

Extra charge for extended use of accommodation after check-out time

1. For use of accommodation between 11a.m. to 3p.m. on the day of departure, 15% of the Basic Accommodation Charge shall be charged per person per hour.
2. For use of accommodation after 3p.m. on the day of departure, 100% of the Basic Accommodation rate shall be charged per person.

The charges in No.1 shall not be added to the charges in No.2 when staying after 3p.m.

The extended use of accommodation requires application to the Front Desk in advance and please note that the request may not be accepted.