

# TERMS AND CONDITIONS FOR ACCOMMODATION CONTRACTS 1

## Scope of Application

### Article 1

Contracts for Accommodation and related agreements to be entered into between The Hotel 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 contract with the guest in so far 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.

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 Charge (based, in principle, on the Basic Accommodation Charge 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 where 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 the Basic Accommodation Charge 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 Charge to be paid by the Guest, then secondly for the cancellation charge under Article 6 and thirdly for the reparations under Article 18 as applicable; and the remainder, if any, shall be refunded at the time of the payment of the Accommodation Charges as stated 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.

## Special Contracts Requiring No Accommodation Deposit

### Article 4.

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 the payment of the deposit as stipulated in Paragraph 2 of the preceding Article and/or has not specified the date of the payment of the deposit at the time the application for an Accommodation Contract has been accepted, it shall be treated as that the Hotel has accepted a special contract prescribed in the preceding Paragraph.

## Refusal of Accommodation Contract

### Article 5.

The Hotel may not accept the conclusion of an Accommodation Contract under 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 as 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;
- (7) When the Guest is deemed liable to conduct and/or have conducted himself in a manner that will create a disturbance which annoys other guests such as a highly intoxicated (When the provisions of Article 5 of OKINAWA Prefecture Ordinance are applicable).



## TERMS AND CONDITIONS FOR ACCOMMODATION CONTRACTS 2

### Right to Cancel Accommodation Contracts by the Guest

#### Article 6.

The Guest is entitled to cancel the Accommodation Contract by so notifying the Hotel.

2. In the case when the Guest has cancelled the Accommodation Contract in whole or in part due to causes for which the Hotel Guest is liable (except in the case when the Hotel has requested the payment of the deposit during the specified period as prescribed in Paragraph 2 of Article 3 and the Guest has cancelled before the payment), the Guest shall pay cancellation charge 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 the payment of the cancellation charge in case of cancellation by the Guest.
3. In the case when the Guest does not appear by 8:00 p.m. of the accommodation date (2 hours after the expected time of arrival if the Hotel is notified of it) without an advance notice, the Hotel may regard the Accommodation Contract as being cancellation by the Guest.

### Right to Cancel Accommodation Contract 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 major;
  - (5) When the Guest is deemed liable to conduct and/or have conducted manner that will create a disturbance which annoy other guests such as a highly intoxicated (when the provisions of Article 5 of OKINAWA Prefecture 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 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 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;

- 2 Name, age, sex, address occupation of Guest(s);
  - (2) Except Japanese, nationally, passport number, port and date of entry in Japan;
  - 3 Hotel ask copy of passport in order to Police department of Japan guidance
  - (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 12 by any means other than Japanese currency, such as coupons or credit cards, 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.

Checking-in time is not normally before 2:00 p.m. Rooms must be vacated by 11:00 a.m. on the day of departure.

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 hours: 30% of the room charge (Until 2 p.m.)
  - (2) Up to 7 hours: 50% of the room charge (Until 6 p.m.)
  - (3) More than 7 hours: room charge in full (After 6 p.m.)

### Observance of Use Regulations

#### Article 10.

The guest shall observe the Use Regulation established by the Hotel, which 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.



## TERMS AND CONDITIONS FOR ACCOMMODATION CONTRACTS 3

### Payment of Accommodation Charge

#### 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 Charge, etc. as stated in the preceding Paragraph shall be paid with Japanese currency or by any means other than Japanese currency such as 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.
4. Hotel ask deposit of full of accommodation charge upon check in

### Liabilities of the Hotel

#### Article 13.

The Hotel shall compensate tho Guest for the damage if the Hotel has caused such damage to the Guest in the fulfillment or the no fulfillment of the Accommodation Contract and/or related agreements. However, the same shall not apply in case where such damage has been caused due to reasons for which the Hotel is not liable.

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

### Handling When Unable to Provide Contracted Rooms

#### Article 14.

The Hotel shall, when unable to provide contracted rooms, arrange accommodation with the consent of the Guest. When arrangement for other accommodation can not be made 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 causes for which the Hotel is not liable, the Hotel shall not compensate the Guest.

### Handling of Deposited Articles

#### Article 15.

The Hotel shall compensate the Guest for the damage 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 major.

2. The Hotel shall compensate the Guest for the damage when loss, breakage or other damage is caused, and determined to be the result of intention or negligence on the part of the Hotel, to the goods, cash or valuables which are brought info 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 150,000 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 the 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 to have been 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 found, 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 Paragraphs 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 the vehicle has been deposited at 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 18.

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



## TERMS AND CONDITIONS FOR ACCOMMODATION CONTRACTS 4

Attached Table No.1

Tax Calculation method on Accommodation Charges, (Ref.Paragraph 1 of Article 2, Paragraph 2 of Article 3 and Paragraph 1 of Article 12)

		Contents	Consumption Tax	Meals and Hotel Tax
Total Amount to be paid by the Guest	Accommodation Charges	(1) Basic accommodation Charge (Room Charge) (2) Service Charge(1)×10% (3) Tax	(1+2)×Tax	*When (1)+(2) is less than ¥15,000 per person:No Tax (1)+(2)×Tax
	Meal Charges	(4) Meals & Drinks (or Extra Meals & Drinks) (5) Service Charge (4)×10% (6) Tax	(4+5)×Tax	*When(4)+(5) is less than ¥7,500 per person:No Tax (4)+(5)×Tax
	Other Charges	(7) Telephone, Telex & Facsimile (8) Laundry (9) Other charge made during the guest's stay (10) Tax	(7),(8),(9),×Tax	

Remarks of Attached Table No.1

- Basic Accommodation charge is listed on Tariff.  
Exemption for "Meals and Hotel Tax" is limited to 15,000 yen per person, Per night's accommodation. In the event that the law regarding the tax is revised, the exemption will be changed accordingly.
- The Hotel bill will be marked "Consumption Tax" and "Meals and Hotel tax". These refer to national tax and local tax respectively.

Attached Table No.2

Cancellation Charge (Ref.Paragraph 2 or Article 6)

Contracted Number of Guests	individual	Group	
	1 to 14	15 to 99	100 and more
Date when Cancellation of Contract is notified			
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:

- The percentage signifies the rate of cancellation charge to the Basic Accommodation Charges.
- 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 days shortened.
- When part 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% of 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.



## 宿泊約款 I

### (適用範圍)

- 第 1 條 本飯店和住宿旅客之間簽訂的住宿契約及與此相關之契約，依照本條約之規定事項，至於本條約無規定之事項，依照法令或一般確定的習慣。
2. 本飯店在不違反法令及習慣的範圍內按照特約時，不受限於前項之規定，該特約優先適用。

### (住宿契約之申請)

第 2 條 欲向本飯店申請住宿契約者，請向本飯店聲明以下事項。

- (1) 住宿者姓名
  - (2) 住宿日期及預定抵達時間
  - (3) 住宿費用(原則上依照附表 1 的基本住宿費用。)
  - (4) 其他本飯店認為必須之事項
2. 住宿旅客於住宿期間內超過第 2 款之住宿日期，聲請繼續住宿時，本飯店以其聲請的時間點，作為住宿旅客申請了新的住宿契約處理。

### (住宿契約之成立)

第 3 條 住宿契約於本飯店承諾前條之申請時成立。但證明本飯店沒有承諾時，不在此限。

2. 住宿契約依照前項之規定成立時，以住宿期間(超過 3 天者以 3 天計算)的基本住宿費為限，在本飯店指定的日期之前，支付本飯店規定的申請費。
3. 申請費先抵扣住宿旅客後該支付的住宿費用，發生適用於第 6 條及第 18 條之規定的情況時，按照違約金、賠償金的優先順位抵扣，如有殘額，於按照第 12 條之規定支付費用時返還。
4. 住宿旅客未按第 2 項之規定於本飯店指定的日期之前支付申請費時，住宿契約失去其效力。但僅限於指定申請費的支付日期時，本飯店告知住宿旅客該意旨。

### (不需要支付申請費的特約)

第 4 條 儘盡有前條第 2 項之規，本飯店有時接受特約，不需要在契約成立後支付該項的申請費。

2. 承諾住宿契約之申請時，本飯店沒有要求支付第 2 項之申請費及沒有指定該申請費之支付日期時，當作不接受前項之特約處理。

### (拒絕簽訂住宿契約)

第 5 條 本飯店在以下情況下，有時不接受住宿契約之簽訂。

- (1) 住宿之申請不依照本條約時。
  - (2) 客滿而沒有空房間時。
  - (3) 欲住宿者在住宿方面，有違反法令規定、公共秩序或善良風俗的行為之虞時。
  - (4) 欲住宿者顯然帶有傳染病時。
  - (5) 在住宿方面進行暴力性要求，或者要求本飯店負擔超出合理範圍時。
  - (6) 因天災、設施故障、其他不可抗力之事由，導致無法住宿時。
  - (7) 欲住宿者由於酩酊大醉等原因，做出了給其他住宿旅客帶來麻煩的言行時。
- (基於沖繩縣旅館業法施行條例的第 5 條規定)

### (住宿旅客的契約解除權)

第 6 條 住宿旅客向本飯店聲請，得解除住宿契約。

2. 本飯店依該歸責於住宿旅客之事由，解除全部或部分住宿契約時(本飯店依第 3 條第 2 項之規定，指定申請費之支付日期，要求該支付的情況下，住宿旅客在該支付前解除住宿契約除外。)，依照附表 2 揭示之內容，收取違約金。但如本飯店接受第 4 條第 1 項之特約，則僅限於接受該特約時，本飯店針對住宿旅客於解除住宿契約時的違約金支付義務)告知住宿旅客。
3. 住宿旅客沒有連絡，且在住宿日當天下午 8 點(事先明示預定抵達時間時，超過該時間 2 小時的時間)仍未抵達時，本飯店有時會視住宿旅客解除該住宿契約處理。



## 宿泊約款 II

### (本飯店的契約解除權)

第 7 條 本飯店在以下的情況,有時會解除住宿契約。

- (1) 住宿旅客在住宿方面有違反法令規定、公共秩序或善良風俗的行為之虞,或經 確認做了該行為時。
- (2) 住宿旅客顯然帶有傳染病時。
- (3) 住宿旅客在住宿方面進行暴力性要求,要求本飯店負擔超出合理範圍時。
- (4) 因天災等不可抗力之事由,導致無法住宿時。
- (5) 住宿旅客由於酩酊大醉等原因,有可能會做出給其他住宿旅客帶來麻煩的言行時,以及住宿旅客做出了給其他住宿旅客帶來麻煩的言行時。  
(基於沖繩縣旅館業法施行條例的第 5 條規定)
- (6) 在寢室的床上抽菸、對消防設備等做出惡作劇,不遵從其他本飯店規定的使用規則之禁止事項(僅限於預範火災上必須之事項。)時。

2. 本飯店基於前項之規定解除住宿契約時,不收取住宿旅客尚未接受提供的住宿服務等之費用。

### (住宿之登記)

第 8 條 住宿旅客於住宿日當天,在本飯店的櫃檯登記以下事項。

- (1) 住宿旅客的姓名、年齡、性別、住址及職業
- (2) 如為外國顧客,則登記國籍、護照號碼、入境地及入境年月日
- (3) 如為外國顧客,按照日本入國管理局及警察的指導,提交給本飯店護照
- (4) 退房日及預定退房時間
- (5) 其他本飯店認為必須之事項

2. 住宿旅客欲以旅行支票、住宿券、信用卡等能夠代替貨幣之方法支付第 12 條之費用時,請事先於前項登記時出示。

### (客房的使用時間)

第 9 條 住宿旅客能夠使用本飯店的客房之時間為下午 2 點至隔天早上 11 點止。但連續住宿的情況下,除了抵達日及退房日之外,得全天使用。

2. 儘管有前項之規定,本飯店有時接受該項規定之時間外的客房使用。以下情況收取追加費用。

- (1) 超過 3 小時以內,房間費用的 30%(至下午 2 點)
- (2) 超過 7 小時以內,房間費用的 50%(至下午 6 點)
- (3) 超過 7 小時以上,房間費用的 100%(下午 6 點以後)

### (使用規則之遵守)

第 10 條 住宿旅客於本飯店內,需遵照本飯店規定並揭示於飯店內的使用規則。

### (營業時間)

第 11 條 本飯店的主要設施以及其他設施等之詳細營業時間為於櫃檯手冊、各處的揭示、客房內的服務目錄中介紹。

### (費用的支付)

第 12 條 住宿旅客該支付的住宿費用等明細,依照附表 1 所揭示的內容。

2. 以貨幣或本飯店認同的旅行支票、住宿券、信用卡等能夠代替的方法,在住宿旅客退房時或本飯店請求付款時,在櫃檯支付前項的住宿費用等。
3. 本飯店提供住宿旅客客房,且能夠使用之後,即使住宿旅客無端不住宿,仍要收取住宿費用。
4. 住宿旅客到本飯店支付住宿費用之際,本飯店入住時將請求住宿相關的全額。由於有些事由,發生比原來計畫減住宿日不得不離開本飯店的情況,本飯店按照支付費用規定,返還余額。

### (本飯店的責任)

第 13 條 本飯店在履行住宿契約及其相關的契約,或因不履行這些契約而造成住宿旅客的損害時,賠償其損害。但



## 宿泊約款 III

因非該歸責於本飯店之事由時,不在此限。

2. 本飯店為了因應萬一火災等意外發生時,投保了旅館賠償責任險。

### (無法按照契約提供客房時的處置)

第 14 條 本飯店無法按照契約提供住宿旅客客房時,經住住宿旅客的同意,盡可能按照同樣的條件,和其他住宿設施交涉及向住宿旅客介紹其住宿設施。

### (寄託物等的處置)

第 15 條 住宿旅客寄放櫃檯的物品或現金及貴重物品,產生遺失、毀損等損害時,除了不可抗力的情況之外,本飯店賠償其損害。

2. 住宿旅客帶進本飯店內的物品或現金及貴重物品沒有寄放在櫃檯,因本飯店的故意或過失,產生遺失、毀損等損害時,本飯店賠償其損害。但住宿旅客沒有事先明白告知種類及價格,或住宿旅客不利用保險箱的情況下,本飯店賠償其損害的上限為 15 萬日圓。

### (住宿旅客的隨身行李或攜帶物品之保管)

第 16 條 住宿旅客的隨身行李在住宿之前抵達本飯店的情況下,僅限於本飯店在其抵達之前同意,負責保管,並於住宿旅客在櫃檯辦理住房手續時交付。

2. 住宿旅客在退房之後,住宿旅客的隨身行李或攜帶物品放在本飯店忘了帶走的情況下,確定其持有者時,本飯店會跟該持有者連絡,並且尋求其指示。但沒有持有者的指示或持有者不明確時,包含發現日在內保管七天,然後交給近的警察署。
3. 關於前 2 項的情況下,住宿旅客的隨身行李或攜帶物品之保管,本飯店的責任為第 1 項的情況下,以前條第 1 項之規定為準,為前項的情況下,以該條第 2 項之規定為準。

### (停車的責任)

第 17 條 住宿旅客使用本飯店停車場的情況下,無論如何寄放車輛鑰匙,本飯店只出租車位,不負車輛之管理責任。但在管理停車場,因本飯店的故意或過失造成損害時,負責其賠償。



## 宿泊約款VII

附表 1 住宿費用等的明細(第 2 條第 1 項及第 12 條第 1 項)

明細			普通消費税
住宿旅客該支付的總額	住宿費用	① 基本住宿費(房間費用) ② 服務費(①×10%) ③ 税金	(1+2)× 稅率
	飲食費用	④ 飲食費或追加飲食費 ⑤ 服務費(④×10%) ⑥ 税金	(4+5)× 稅率
	其他	⑦ 電話・電報・TELEX,FAX ⑧ 洗衣店費 ⑨ 其他投宿附隨物的貨款 ⑩ 税金	(7)、(8)、(9)、× 稅率

- 備考 1. 基本投宿費根据費用表。作為如果稅法被修改,由被修改的新規定來進行。  
2. 税金是外稅方式來支付。

附表 2 違約金(第 6 條第 2 項)・・・飯店專用

		收到解除契約通知的日期					
		不住宿	當天	前一天	9 日前	20 日前	
契約申請人數							
一般	14 人以下	100%	80%	20%			
團體	15~99 名	100%	80%	20%	10%		
	100 名以上	100%	100%	80%	20%	10%	

- (注) 1. % 是針對基本住宿費的違約金比率。  
2. 契約日數縮短的情況下,其縮短天數不拘,收取 1 天(第一天)的違約金。  
3. 團體客人(15 人以上)中的一部分解除契約的情況下,人數相當於住宿的 10 日前(那一天之後接受申請的情況下,為接受申請的那一天)的住宿人數 10%(尾數進位。),不收取違約金。

