

Hotel Endear Gifu Terms and Conditions of Accommodation

Latest revision on: 2023, May 1st

-Scope of Application

Article 1. Contracts for accommodation (hereinafter, "Accommodation Contracts") and related agreements to be entered into between Hotel Endear Gifu (hereinafter, the "Hotel") and a guest to be accommodated (hereinafter, "Guest") shall be subject to these Terms and Conditions. Any matters not provided for herein shall be governed by laws and regulations and/or generally accepted practices.

2. Notwithstanding the provisions of the preceding paragraph, in the case when the Hotel enters 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.

-Application for Accommodation Contract

Article 2. When the Hotel has accepted a request for accommodation in advance of the day occupancy, it may request the person making the reservation to clarify the following particulars, within a designated period.

(1) Name, address, telephone number, sex, and nationality;

(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);

(4) Other particulars deemed necessary by the Hotel;

2. In the case when the Guest requests, during his/her stay, extension of the accommodation beyond the date in item (2) of the preceding paragraph, it shall be regarded as an application for a new Accommodation Contract at the time such request is made;

-Reservation Deposit

Article 3. When the Hotel has accepted a reservation of accommodation, it may request the payment of a deposit, limited to charge of accommodation for the period of stay (when the period of stay is over 3 days, it shall be for 3days) within a designated period.

2. When the deposit in the previous paragraph comes within the scope of the following Article 5, it shall be made to cover the cancellation charge with any remainder refunded.

-Refusal of Accommodation Contract

Article 4. Under any of the following causes, the Hotel may not consent to entering into an Accommodation Contract or may refuse accommodation after the conclusion of an Accommodation Contract.

(1) The application for accommodation has not been made in conformance with these Terms and Conditions.

(2) The Hotel is fully booked and no room is available;

(3) The person seeking accommodation is deemed liable to commit an act against laws, the public order or good morals in connection with his/her accommodation;

(4) The person seeking accommodation caused trouble to the Hotel in the past, such as delaying in paying accommodation or other charges to the Hotel;

(5) The person seeking accommodation is involved with an organization that falls under any of the organized crime group categories defined in the Act on Prevention of Unjust Acts by Organized Crime Group Members, or is suspected to be involved with a group or organization equivalent thereto;

(6) The Guest is a person equivalent to the preceding item, a group or organization that is deemed by the Hotel to fall under the preceding item or a group or organization that uses fraudulent means or intimidation, or is suspected to be involved with any of the foregoing group or organization;

(7) The person seeking accommodation is wanted, arrested, indicted or convicted in connection with a criminal incident;

(8) The person seeking accommodation has committed a violent, wounding, coercive, threatening, blackmailing, fraudulent or other similar act;

(9) There is a cause equivalent to items (4) through (8);

(10) The person seeking accommodation is obviously found to be carrying an infectious disease;

(11) The person seeking accommodation has made violent demands against the Hotel or its employee or requested the same to assume an unreasonable burden;

(12) The Hotel is unable to provide accommodation due to temporary closure of the hotel (in whole or in part) due to a natural calamity (earthquake, typhoon, tsunami, volcanic eruption, torrential downpour, etc.), or due to an unavoidable reason such as the failure of facilities;

(13) The person seeking accommodation is heavily intoxicated or in any other unfavorable condition to the extent that it may cause a nuisance to other accommodation guests or is likely to engage in speech and behavior that will cause a serious nuisance to other accommodation guests;

(14) The person seeking accommodation falls under any of the provisions of Article 5 of the Hotel Business Act and the Ordinance for Enforcement of the Hotel Business Act stipulated by the local government having jurisdiction over the Hotel.

-Cancellation of Reservation

Article 5. When the person making the

reservation cancels the whole or a part of the reservation made, the Hotel shall receive payment for the cancellation as stipulated in the cancellation charge, shown Attached Table No.2.

2. The Hotel may consider the reservation for accommodation as having been cancelled by the person making the reservation, when the guest does not appear by 9:00p.m. of the day of occupancy and when he/she has not contacted the Hotel beforehand. (When the hour of arrival is more or less stated, then it shall be 2 hours after that hour.)

3. When the reservation has been considered as cancelled, in accordance with the previous paragraph, but if the guest is able to show that his/her failure to appear without contact was due to the delay or non-arrival of the train, airplane or the other public conveyances and not to any cause due to him/hers, the Hotel will not receive the cancellation charge.

Article 6. In addition to that provided for elsewhere, the Hotel shall be enabled to cancel the reservation for accommodation in the following circumstances:

(1) When it comes under clause 2 to 14 of article 4.

(2) When the clarification of particulars in clause 1 to 2 of article 2 has been requested and not compiled with, within the designated period.

(3) When payment of the reservation deposit, stipulated in article 3 paragraph 1, has been requested and not compiled with, within the designated period.

In the event of the cancellation of the Accommodation Contract by the Hotel in accordance with any of the provisions of the Article 4, the Hotel shall not be entitled to charge the Guest for the accommodation and other services yet to be received.

In the event of the cancellation of the Accommodation Contract by the Hotel in accordance with any of the provisions of the Article 4, the Hotel shall assume no liability whatsoever for any compensation therefor.

-Registration for Accommodation

Article 7. The Guest shall register the following particulars on the day of accommodation:

(1) Name, address, telephone number (including contact information), sex and age of the Guest (and his/her company, if any);

(2) In the case of a non-Japanese Guest, nationality, passport number, port of entry and date of entry;

A non-Japanese Guest who is not a resident of Japan will be requested to present his/her passport, and a copy of the passport will be kept by the Hotel;

(3) Date and estimated time of departure;

(4) Other particulars deemed necessary by the Hotel.

-Occupancy Hours of Guest Room

Article 8. The Guest is entitled to occupy the contracted guest room of the Hotel from 3 p.m. to 10 a.m. on the following day; provided, however, that if the Guest stays for more than one night, he/she may occupy the guest room all day long, except for the days of arrival and departure.

Notwithstanding the provisions prescribed in the preceding paragraph, the Hotel may 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) Until 11:00 a.m. 20% of the basic room charge

(2) Until 12:00 p.m. 30% of the basic room charge

(3) Until 13:00 p.m. 40% of the basic room charge

(4) After 13:00 p.m. 100% of the basic room charge

-Business Hours

Article 9. Information on the business hours of major facilities, etc. of the Hotel is posted on the Website of the Hotel, the Hotel pamphlets, notices put up in various places within the Hotel premises, the information guide provided in the guest room and so on.

The business hours specified in the preceding paragraph are subject to temporary changes due to unavoidable causes on the part of the Hotel. In such a case, the Guest shall be informed by appropriate means.

-Payment of Accommodation Charges

Article 10. The breakdown of the accommodation charges, etc. that the Guest shall pay is as listed in Attached Table No.1.

2. Payment of bills shall be made in Japanese currency at the front desk cashier of this hotel. However, the Hotel cannot accept traveler's cheques, coupons and personal checks.

3. Guests shall pay for the accommodation from the commencement of occupancy, even he/she voluntarily chooses not to use the facility.

-Observance of Use Regulations

Article 11. The Guest shall observe the Use Regulations established by the Hotel, which are posted within the premises of the Hotel.

-Rejection of Continued Occupancy

Article 12. The Hotel may reject the continued occupancy of the room, even for the period accepted, in the following circumstances:

(1) When it comes under clauses 3 to 14 of article 4.

(2) When the guest does not observe the rules stated in the previous article.

-Responsibility on Accommodation

Article 13. The responsibility of the Hotel

concerning accommodation shall start from the time the guest is registered at the front desk or when he/she enters his/her room, whichever is the earlier, and terminates at the time he/she leaves his/her room to depart.

2. When the guest can no longer be accommodated due to reasons for which the Hotel is responsible, the Hotel shall arrange to secure accommodation of the same or similar standard for the guest at facilities elsewhere, excepting cases of natural calamities and other causes making its observance difficult. In such a case, there shall be no charge to the guest for the accommodation at the Hotel for the day.

However, that the Hotel shall pay no compensation charge on the grounds of the inability of the Hotel to provide accommodation for reasons not attributable to the Hotel.

-Handling of Deposited Articles, etc.

Article 14. The Hotel shall compensate the Guest for the loss, breakage or other damage caused to goods, cash, or other high-value articles (including valuables) deposited at the front desk by the Guest, unless due to force majeure. However, in regard to cash, securities or other high-value articles (including valuables), in the case when the Hotel has requested the Guest to declare the kind and value thereof but the Guest has failed to do so, the compensation to be paid by the Hotel shall be limited to the maximum amount of 100,000 yen.

Notwithstanding the provisions of the preceding paragraph, if the Guest chooses to store his/her cash, or other high-value articles (including valuables) in a valuables box (or bag), the storage shall be governed by the Valuables Box (or Bag) Borrow Provisions established by the Hotel.

The Hotel shall compensate the Guest for the loss, breakage or other damage caused due to any intentional or negligent act of the Hotel to the goods, cash, securities or other high-value articles (including valuables) which are brought onto the premises of the Hotel by the Guest but are not deposited at the front desk.

However, in the case when the Guest has not declared the kind and value of such high-value articles in advance, the compensation to be paid by the Hotel shall be limited to the maximum amount of 100,000 yen, unless such damage has been caused by any intentional act or gross negligence of the Hotel

Custody of Baggage and/or Belongings of the Guest

Article 15. When the baggage of the Guest is brought into the Hotel before his/her arrival, the

Hotel shall be liable to keep it only if the Hotel has accepted a request from the Guest to do so before his/her arrival. The baggage shall be handed over to the Guest at the front desk at the time of his/her check-in.

When the baggage or belongings of the Guest are found left behind after his/her check-out, the Hotel shall, in principle, wait until an inquiry is made from the owner of the same and, when made, seek instructions from the owner. If no instruction is given by the owner, the articles shall be disposed of after a lapse of one month including the day on which it was found. When food and drink, magazines, etc. are found to have been left behind, they shall be disposed of on the same day.

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

Liabilities of the Guest

Article 16. The Guest shall compensate the Hotel for the damage incurred by the Hotel due to any intentional or negligent act of the Guest.

Disclaimer

Article 17. The Hotel shall not be liable whatsoever for any damage incurred by the Guest due to any intentional or negligent act of the Guest.

The Guest shall utilize computer communication from within the Hotel at his/her own responsibility. In the event of any interruption of services in the course of utilizing computer communication, the Hotel shall not be liable whatsoever for any damage incurred by the Guest due to such interruption. If the Hotel or any third party incurs damage due to any act that is deemed inappropriate by the Hotel made by the Guest while utilizing computer communication, the Guest shall compensate the Hotel or the third party for such damage.

Governing Language

Article 18. These Terms and Conditions are prepared in Japanese and also in other languages. Should there be any inconsistencies or differences between the Japanese version and a version in another language, the Japanese version shall prevail.

【別表第一】 宿泊料金等の算定方法（第2条第1項および第11条第1項関係）

【 Attached Table No.1 】

Calculation Method for Accommodation Charges (Ref. Paragraph 1 of Article 2, and Paragraph 1 of Article 11)

宿泊者が 支払うべき 総額 Total amount to be paid by the Guest	宿泊料金 Accommodation Charges	基本宿泊料金[室料] Basic Accommodation Charge (Room charge)
	追加料金 Extra Charges	その他の利用料金 Other Expenses
	税金 Taxes	消費税 Consumption Tax

備考：

室料の子供料金は、小学生以上は大人と同料金を適用。未就学児（0～6歳）においては寝具を提供した場合は大人と同料金、寝具を提供しない場合（添い寝）は無料といたします。（大人1名につき添い寝は1名まで）

Remarks:

The room charge for child of elementary school age and older shall be the same rate as the adult.

For pre-school child (aged 0-6) who sleep with adults is free of charge(up to 1 child per 1 adult).If need to bedding, the same rate as the adult shall be charged.

【別表第二】 違約金（第5条第1項関係）

【 Attached Table No.2 】 Cancellation Charge for Hotel (Ref. Paragraph 1 of Article 5)

一般 individual	7名まで 1 to 7	不泊 No show	当日 Accommodation Day	前日 1 Day Prior to Accommodation Day		
		100%	80%	20%		
団体 Group (通常期) usual period	8名以上 more than 8	不泊 No show	当日 Accommodation Day	前日 1 Day Prior to Accommodation Day	2～10日前 2 to 10 days Prior to Accommodation Day	
		100%	100%	80%	20%	
団体 Group (特別催事期間※) special period	8名以上 more than 8	不泊 No show	当日 Accommodation Day	前日 1 Day Prior to Accommodation Day	2～14日前 2 to 14 days Prior to Accommodation Day	15～30日前 15 to 30 days Prior to Accommodation Day
		100%	100%	100%	50%	30%

*特別催事期間とは、当ホテルの近隣地域において大規模な催事（花火大会、スポーツイベント、コンサート、その他各種イベント等）が開催される場合に、当ホテルが別途指定する催事および期間。

*Special period is the event and period set by the hotel when a large-scale event (fireworks festival, sporting event, concert, other various events, etc.) is held in the vicinity of the hotel.

備考：

(1) %は宿泊者が支払うべき総額に対する違約金です。

(2) プラン、予約経路、契約内容により違約金規定が異なる場合があります。

(3) おおむね50部屋以上の団体予約においては、別途違約金が発生する場合があります。

(4) 2泊以上の団体予約の場合、当該団体の宿泊第1日目がキャンセル設定日になった場合、全ての日程に対して宿泊第1日目に対する比率の違約金が発生します。

Remarks:

- (1) The percentages signify the cancellation charge to Total amount to be paid by the Guest.
- (2) The rules may differ depending on the plan, reservation route, and contract details.
- (3) Additional cancellation charge may be incurred for group reservations of approximately 50 rooms or more.
- (4) For group reservation of 2 nights or more, if the 1st day of accommodation is the cancellation date, the cancellation charge will be incurred for all dates as a percentage of the 1st day of accommodation.