

# Accommodation Contract and Rules

## Accommodation Contract

### Article 1 Application of the Contract

1. The Accommodation Contract entered with our Hotel and its related contracts shall be based on this Contract, and any matter not stipulated in this Contract shall be governed by ordinance and generally established practice.
2. Notwithstanding the preceding clause, our Hotel can include extra contract so long as it does not conflict with the intent of this Contract, ordinance and generally established practice.

### Article 2 Applying for Accommodation Contract

1. The Guest is required to present the following information before applying for the Accommodation Contract:
  - i. Name, address, age, phone number, gender, occupation and length of stay.
  - ii. Nationality, passport number, previous place of stay and the next place of stay in case of a foreign guest.
  - iii. Date of departure, number of guests, time of departure, and age classification of guests sharing a room (Adult, Child, and Infant)
  - iv. Other information deemed necessary by our Hotel.
2. If guests request to expand their stay, during their stay, beyond the date in subparagraph (1) of the preceding paragraph, it shall be regarded as an application for a new Accommodation Contract at the time such request is made.
3. Our Hotel refuses accommodation of any person under 18 years old of age, including all high school students, who haven't got permission from their guardians. Each individual is expected to have one written-permission. Middle school students and below are all required to be traveling with their family member or guardian over 20 years old of age. In case non-family member is acting as a guardian, a letter of consent is required.

#### [Parental Cosert Form](#)

### Article 3 Establishment of Contract

1. Accommodation Contract is established when Accommodation Registration is accepted by our Hotel. When Accommodation Registration is not accepted, there is no Accommodation Contract established.
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 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. In the event Article 6 applies, the penalty is deducted from the payment, and the remaining, if any, is returned.

#### **Article 4 Refusal to establish Accommodation Contract**

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

1. When there is no room available.
2. When Accommodation Registration is not based on this Contract.
3. When the Guest seeking accommodation is considered likely to behave in violation of the ordinance, public order or good morals.
4. When the following apply:
  - i. i. When the Guest seeking accommodation is a gang member, associated with an unlawful group, have connections to gang members, crime associates, and other antisocial forces.
  - ii. ii. When the Guest seeking accommodation is a corporate body or other bodies in which any kind of gang group or crime associate are in control of its business activities.
  - iii. iii. When the Guest seeking accommodation is a corporate company which its director is proven to be a member of an organized crime syndicate.
5. When the Guest seeking accommodation is clearly considered to be afflicted with an infectious disease.
6. When the Guest's demand causes undue burden to the hotel, or is identified as to have done such acts to the hotel or to its employees;
7. When the unavoidable, such as natural disaster, problems with facilities and other reasons which are outside our control, prevents the Guest from staying at the Hotel.
8. When the Guest acted in a way that is considered to be dangerous, annoying, or damaging to other guests.

#### **Article 5 Cancellation of Reservation**

1. The guest is entitled to cancel the Accommodation Contract by so nothing the Hotel.

In the case when the Guest has canceled for which the Guest is liable, the Guest shall pay cancellation charges in ways listed below.

##### **(1) Individual Guests**

- i. I. In the case that a reservation is canceled 2 days prior to the first day of stay,

there shall be a penalty of 30% of the accommodation charge.

- ii. II. In the case that a reservation is canceled on the day before the first day of stay, there shall be a penalty of 50% of the accommodation charge.
- iii. III. In the case that a reservation is canceled on the day of stay and the guest does not make contact and does not arrive, there shall be a penalty of 100% of the accommodation charge.

**(2) Group Guests (10 guests or more)**

- 1. In the case that a reservation is canceled one month before check-in date or on the day of stay and the guest does not make contact and does not arrive, there shall be a penalty of 100% of the accommodation charge.
- 2. If the guest does not arrive by midnight on the first day of occupancy, or 2 hours after expected check-in time in case it has been specified in advance, our Hotel may deem that reservation have been canceled and handle it accordingly.
- 3. In the case that a reservation is canceled 14days before check-in date or on the day of stay and the Guest does not make contract and does not arrive there shall be a penalty of 100% of the Accommodation charge.

**4. Article 6 Cancellation of Reservation by the Hotel**

- 1. Our Hotel reserves the rights to cancel reservations in the following situations:
  - 1. When the Guest is deemed to be breaking the ordinances, moral, or generally established practices.
  - 2. When the following apply:
    - i. i. When the Guest seeking accommodation is a gang member, associated with an unlawful group, have connections to gang members, crime associates, and other antisocial forces.
    - ii. ii. When the Guest seeking accommodation is a corporate body or other bodies in which any kind of gang group or crime associate are in control of its business activities.
    - iii. iii. When the Guest seeking accommodation makes demands in a violent manner or demanded a burden beyond reasonable extent from the facilities or from the staffs.
  - 3. When the Guest acted in a way that is considered to be dangerous, annoying, or damaging to other guests.
  - 4. When the Guest seeking accommodation is clearly considered to be afflicted with an infectious disease.
  - 5. When the Guest's demand causes undue burden to the hotel, or is identified as to have done such acts to the hotel or to its employees;

6. When the unavoidable, such as natural disaster, problems with facilities and other reasons which are outside our controls, make it impossible for our Hotel to provide accommodation.
7. When the payment as stated in Article 3 Paragraph 2 is not paid within the time limit.
8. When the Guest do not act according to the rule and prohibition as stated in Accommodation Contract.
  2. When our Hotel cancelled Reservation according to aforementioned reasons, payment of services not yet served to the Guest will not be collected.

#### **Article 7 Accommodation Registration**

1. Immediately upon arrival, the Guest is required to fill in a registration form at the front desk.
  - i. Name, address, age, phone number, gender, occupation and length of stay.
  - ii. Nationality, passport number, previous place of stay and the next place of stay in case of a foreign guest.
  - iii. Date of departure, number of guests, time of departure, and age classification of guests sharing a room (Adult, Child, and Infant))
  - iv. Other information deemed necessary by our Hotel.

#### **Article 8 Times Allowed for the Use of Guest Rooms**

1. The time allowed for the Guest to use guest room at our Hotel shall be from 3pm of check-in day to 10am of the following morning. If the Guest stays more than 1 day in succession, the Guest may use the guest room all day except for the day of arrival and the day of departure.
2. After the Guest have checked out, if the Guest have left any kind of belongings in their room, our Hotel reserves the right to deal with the objects in accordance to laws and ordinances. If the owner of the belongings can be identified, our Hotel will try to contact the owner and response accordingly. However, this is neither our duty nor obligation.
3. After the Guest have checked out, if the Guest use our facility, including but not limited to the reception area, and other facility in our Hotel for a period of time long enough to be considered another day of lodging, our Hotel reserve the rights to collect payment accordingly.

#### **Article 9 Payment of Services Fee**

1. The payment of services fee shall be made at the front desk at the time of arrival by cash, credit card or coupons.
2. Once the Guest has begun using guest room, the services fee will still be charged even if the guest has not stayed at their own discretion.

#### **Article 10 Compliance with Hotel's Rules of Use**

The Guest is required to comply with all of our Hotel's Rules of Use.

#### **Article 11 Responsibilities during Stay**

1. Our Hotel's responsibility in relation to Guest's stay begin when the Guest registers at our Hotel's front desk or when the Guest enters the guest room, whichever is earlier, and end when the Guest checks out for departure.
2. Our Hotel will not be held responsible for any accident caused by a Guest not observing our Hotel's Rules of Use.
3. In the case where our Hotel is responsible for being unable to provide a guest room for the Guest, our Hotel will arrange for a hotel of equal standards to the best of our ability unless we are unable to do so due to the unavoidable, such as natural disaster, and other reasons which are outside our control.

#### **Article 12 Responsibility for Parking**

Free parking lot is available. Guests will be served in order of arrival. In case the parking is full, please park at the pay parking lot nearby the Hotel.

#### **Article 13 Guest's Responsibility**

1. If our Hotel's property is damaged or destroyed due to the Guest's action or negligence, we reserve the right to collect suitable amount of compensation from the Guest.
2. The guest is responsible for all their personal belongings as well as baggage within the accommodation. Guest House Sunline Beppu will not be held accountable/responsible for any lost, stolen, or damaged items.

#### **Article 14 Baggage Deposit**

1. In case of lost or damage of any belonging while deposited at our reception area, our Hotel will take full responsibility and pay suitable amount of compensation to the owner.
2. We do not take any responsibility for lost or damage that is caused by the following:
  - I. Any kind of item that is not allowed to be deposited, including but not limited to items in Article 14 Paragraph 3.
  - II. When the lost or damage is caused by the unavoidable, such as natural disasters and other reasons which are outside our control.
  - III. When the object is required, by judicial authority, government, public offices, or officer of law, to be confiscated as evidence.
  - IV. When the damage is caused by illegal acts of third party.
  - V. Any other circumstances where responsibility for the damage ultimately does not belong to our Hotel or personnel.
3. We do not allow deposition of the following articles:
  - I. Valuables such as pocket money, wallet, important documents, passport, blueprint and

those deemed invaluable to the Guest.

II. Dead body

III. Animal

IV. Volatile chemical, explosives, other dangerous substances

V. Gun, sharp object, weapon, and any other object that deemed dangerous or can be used to commit any kind of criminal assault.

VI. Any substances and objects that give off a foul odor, or likely to decompose and spoil.

VII. Anything deemed to be dirty or damaging to the Hotel or other deposited baggage.

VIII. Anything defined by law to be illegal to have in possession.

IX. Anything deemed unacceptable for deposition.

#### **Article 15 Valuables**

Valuables, including but not limited to pocket money, wallet, passport and other important documents, can be deposited at valuable locker. The Guest takes full responsibility for everything deposited in the locker. Our Hotel does not, in any circumstances, take responsibility for the lost or damage to any object deposited in valuable locker.

#### **Article 16 Using of Computer and Digital Communication**

1. Any compromises caused to user, including but not limited to damaging of user data, leaked personal information, damage from virus and spyware, and unpleasant online experience, are responsibility of the Guest alone. Our Hotel does not take any responsibility for any damage caused by Guest's usage of computer or digital communication in our hotel.
2. If the Guest's usage of computer and digital communication caused damage to our Hotel, other guests, or any other third party, our Hotel reserves the right to collect suitable amount of compensation from the Guest.

#### **Article 17 Changing and Updating of Contract**

This contract maybe changed or updated without prior notice if deemed necessary for the purposes of business, or if there are no existing countermeasure for the matters that need to be countered.

#### **Usage Agreement**

Guest House Sunline Beppu, hereby referred to as Our Hotel, has made this Usage Agreement for the greatest benefit of our customers, hereby referred to as The Guest. All Guests are required to agree to Usage Agreement when using the services of Our Hotels. Our Hotel reserves the rights to refuse to service any Guests who do not comply with this Usage Agreement.

##### **1. Scope of Application**

1. The Guest who are inside the area of Our Hotel, any room and any facilities that

belongs to Our Hotel, hereby referred to as Facilities, are all under the scope of this Usage Agreement. However, articles that are not governed by this Usage Agreement shall be governed instead by Accommodation Contract.

## **2. Regarding Fire Prevention**

1. Our Hotel and all of its Facilities are non-smoking. Please only smoke in the designated outdoor smoking area.
2. The Guest is not permitted to enter backyard, emergency stairs, machine room and other staff-only Facilities.
3. Please check the emergency exit plan which is attached on the door. In case of emergency, please follow the instructions from the staff and evacuate the building immediately. Evacuation sites are the parking lot or the roof, depending on the scene of a fire.

## **3. Baggage Deposit, Lost Article**

1. Valuables can be deposited at valuable locker. The Guest takes full responsibility for everything deposited in the locker. Our Hotel does not, in any circumstances, takes responsibility for the lost or damage to any object deposited in valuable locker.

## **4. Regarding Our Hotel and Facilities**

1. Hot spring facilities are located on the first lobby.
  - There are three hot springs for gentlemen/ladies
  - There is a family bath available by advance reservation only(1000yen/60mins)
2. The kitchen (self-catering) is located on the first floor.
  - Cooking utensils can be used freely by the Guest. However, please wash and put them back into places after use so that it does not obstruct the next Guest.
3. Internet Usage
  - ① Valuables can be deposited at valuable locker. The Guest takes full responsibility for everything deposited in the locker. Our Hotel does not, in any circumstances, takes responsibility for the lost or damage to any object deposited in valuable locker.
  - ② Wireless LAN does not guarantee 100% connection to the internet.
  - ③ Connection speed may vary according to The Guest's device setup, internet environment, congestion, and other possible causes. Please be advised and prepared beforehand.
  - ④ Our Hotel does not help with the setup of The Guest's devices under any circumstances.
  - ⑤ The security of The Guest's devices is the responsibility of The Guest alone.
4. Laundry can be used freely by The Guest. However, please remove your laundry

from the washing machine and dryer after use so that it doesn't obstruct the next Guest. Our Hotel takes no responsibility regarding the washing machine and dryer performances.

5. Opening Hours of Facilities

① Reception 7:30 am -12:00 am, 15:00 pm -23:00 pm

\* beforehand to check-in outside Reception Opening Hours

② Hot Spring Facilities 4:00pm-9:00am

③ Laundry 24hours Lobby 24hours kitchen 24hours

\* The Guest can only use Facilities from after check-in to before check-out. Using facilities before check-in or after check-out will be regarded as Day-Use Plan and payment will be collected accordingly.

6. Liability in regard to eating / drinking

(Individual Guests)

1. Food and drinks are allowed in the room.

(Dormitory Room Guests)

2. Please refrain from food in the room.

3. Drinks are allowed in the room.

4. Please use the hall on the second floor or the lobby on the first floor for eating.

**5. Regarding The Guest's behavior**

1. The Guest must behave according to the instructions of staff. Our Hotel reserves the rights to expel The Guest that refuse to comply.

2. Our Hotel and Facilities are only for the use of The Guest who has made Accommodation Contract with Our Hotel.

3. Our Hotel and Facilities are non-smoking. Please only smoke in the designated outdoor smoking area.

4. iv. All trashes made while staying at Our Hotel must be separated and put where designated.

5. The Guest that consumed alcohol is not allowed to drive or ride a bicycle.

6. The Guest must not bring inside Our Hotel any object that is defined by law to be illegal to have in possession.

7. The Hotel is 24hours access, however the front door is closed from 11:00 pm to 7:00 am. Please use the after-hours entrance for the access during the time. When using the after-hours entrance, entry of security code is required. Please ask the front desk for the passcode on the date of arrival.

**7. Regarding Responsibilities**



1. Our Hotel does not take any responsibility for any trouble, fights and other negativities that break out among The Guests. Please resolve the problem among related parties.

#### **8. Other Prohibition**

1. Gambling and activities that defy public morals inside Our Hotel and Facilities.
2. Causing trouble to other Guest by shouting, singing, or other activities that use loud noise while inside Our Hotel and Facilities.
3. Body or clothes of The Guest that deemed considerably dirty or foul smelling enough to cause trouble to other Guest.
4. Using Our Hotel, Facilities or Guest Room for purposes other than lodging or eating without permission.
5. Carrying inside Our Hotel and Facilities any object that may cause trouble to other Guest.
  - ① Dog, cat, bird, and any pet at all (with the exception of guide dog and service dog for the blind)
  - ② Explosive, flammable, gunpowder, volatile oil, foul smelling thing, any other substance and object that are deemed dangerous or illegal.
6. Destroying, damaging, defiling, moving, or any other activity that affects the present condition of object that belongs to Our Hotel and Facilities. This includes bringing the object outside Our Hotel.
7. Advertising, distributing and displaying of advertisement, selling, dealing in business or having any other commercial activity while inside Our Hotel without permission.
8. Using photos taken inside Our Hotel and Facilities for business purpose without permission from Our Hotel.
9. ix. Anything Our Hotel deemed to be inadequate.

#### **9. Regarding Information**

1. The trademark, Guest House Sunline Beppu, is prohibited for use by any third party beside Our Hotel.
2. Our Hotel is defined as a simple lodging, and is legally authorized to do hotel business.
3. The information entered when establishing Accommodation is protected by Contract Personal Information Protection Law. We do not offer, show, or sell this information to any third party. With the exception of the articles below.
  - ① When The Guest has proactively allowed us to do so beforehand.
  - ② When the information is required, by judicial authority, government, public offices, or officer of law, to be revealed.

4. Our Hotel reserve the rights to use the E-Mail address received when The Guest signed Accommodation Contract for advertising or promotional purposes.
5. Any photo, text, design element, and content on our website are property of Our Hotel. Using any of the aforementioned articles without permission is prohibited.
6. The rules maybe changed or updated without prior notice..

**10. Regarding Staff Patrol**

1. Male staff may be required to carry out patrol or cleaning inside the Hot Spring Facilities and dormitory area, please be advised.

Supplementary Rules added 1 July 2018