

Terms & Conditions for Accommodation Contract

Article 1 - Scope of Application

1. The Accommodation Contract and related contracts to be concluded between the Guesthouse “KANADEYA” (here in after “the Guesthouse”) and the Guest shall be based on this Contract under the following terms and conditions of our Contract. Any matter not stipulated in this Contract shall be governed by ordinance and generally established practice.

2. When the Guesthouse has agreed to conclude a Special Contract without conflicting with ordinance and established practice, the said Special Contract shall prevail.

Article 2 - Application for an Accommodation Contract

1. The Guest who intends to apply to the Guesthouse for an Accommodation Contract will be required to provide the Guesthouse with the following particulars:

- (1) Name(s) of Guest(s) and contact information to be registered.
- (2) Date(s) scheduled for overnight stay and estimated time of arrival and departure.
- (3) Other information considered necessary by the Guesthouse.

2. In the case that the Guest has requested, during his/her stay, an extension of an overnight stay beyond the date described in the preceding Paragraph (2), the Guesthouse shall handle his/her request as a new application for an Accommodation Contract which has been made at the point in time when the said request has been made.

Article 3 - Conclusion of an Accommodation Contract

1. The Accommodation Contract shall be considered to have been concluded at the time when the Guesthouse has accepted the application described in the preceding Article, and send a notification to the applicant, unless the Guesthouse has certified that the Guesthouse has not accepted the said application.

2. An accommodation contract shall be concluded in case of that the Guest has not been able to receive the notification of preceding paragraph due to the intention or fault of the Guest although the Guesthouse has sent it. In this case, depends on the situation, the Guest shall be charged a penalty pursuant to Article 5 paragraph 2.

3. In case of that the notification of preceding paragraphs has not sent by negligence of the Guesthouse, it shall conform to the provision of the Article 4.

4. In addition to that set forth in each of the preceding paragraphs, the Guesthouse may set special provisions on the details of the Conclusion of an Accommodation Contracts according to situation.

Article 4 - Refusal of the Conclusion of the Accommodation Contract and The Right of The Guesthouse to Cancel the Contract

1. The following are cases where the Guesthouse will refuse or cancel the Conclusion of the Accommodation Contract:

(1) When the application or contract for accommodation is violated on these Terms and Conditions and the Rules of Use.

(2) If the applicant for a room of the Guesthouse has not been able to receive the notification from the Guesthouse prescribed at the Article 3 for any reasons.

(3) When there is no room available due to full occupancy.

(4) If an applicant applies for a room without actually intending to stay overnight.

(5) If an applicant for a room is a member, or related to a member, of an organized crime group, a body related to an organized crime group, or other anti-social forces in accordance with the Act on Prevention of Unjust Acts by Organized Crime Group Members and the ordinances concerning the elimination of organized crime groups.

(6) When the Guest seeking accommodation is considered likely to behave in violation of the provisions of the ordinance, public order or good public morals.

(7) If an applicant for a room is consequently likely to annoy Guesthouse's staffs, residents and neighbors, or interfere with the Guesthouse's operations, or an act is committed by a Guest which hinders fire prevention or protection.

(8) If, in connection with the use of a room, the Guesthouse is required to provide services beyond the generally accepted scope or to incur such other burden.

(9) If an applicant for a room has been clearly identified as a contagious or infectious disease carrier or having a serious physical or mental illness.

(10) If a room cannot be provided due to natural disasters, facility breakdown, or some other compelling reason.

(11) If circumstances similar to the preceding items (10) and (2), including the prospect that the rooms will have to be let on a preferential basis to disaster victims and recovery crews, etc., due to natural disasters or some other state of emergency.

(12) If a minor stay or applies for a room without the approval of his or her Guardian.

(13) In other cases where the Guesthouse may refuse a room occupancy application in accordance with laws, ordinances, etc.

2. In cases where the Guesthouse has cancelled the Accommodation Contract in accordance with the provision of the preceding paragraphs, charges for accommodation service, etc. which have not yet been offered to the Guest shall not be receivable.

Article 5 - The Guest's Right to Cancel the Contract

1. The Guest may request the Guesthouse to cancel the Accommodation Contract.

2. In the case that the Guest has cancelled the Accommodation Contract in whole or in part due to causes attributable to him/her, payment of penalty shall be required as specified in the below table 2.

3. In the case that the Guest does not arrive by 8:00 p.m. on the day of an overnight stay without informing the Guesthouse of a delay (or after the lapse of X hours past the scheduled time of arrival if indicated by the Guest beforehand), the Accommodation Contract concerned may be considered to have been cancelled by the Guest and will be handled accordingly.

Article 6 - Registration of Accommodation

1. The Guest will show the following information on the Guest's arrival.

(1) Guest's name, age, sexuality, address, occupation

(2) Departure date and time

(3) Any other information the Guesthouse required

2. In case of that the Guest resides outside of Japan, the following information will be required on the Guest's arrival; nationality, passport number, place and date entered to Japan.

Article 7 - Compliance of the Rules of Use of the Guesthouse

While staying in the Guesthouse, the Guest will be required to comply with this Terms & Conditions for Accommodation Contract and Rules of Use of the Guesthouse as prescribed by us.

Article 8 - Time Allowed for Use of the Guest room

1. The time allowed for the Guest to use the guest room of the Guesthouse shall be from 3:00 p.m. till 10:00 a.m. of the following morning, except when the Guest stays for more than one night in succession, in which case the Guest may use the guest room all day except the day of arrival and the day of departure.

2. Notwithstanding the provision of the preceding Paragraph, there are cases where the Guesthouse may accept the use of the guest room in hours other than those specified in the preceding Paragraph.

3. The Guesthouse serve according to the below time schedule.

(1) Check-in: till 8:00 p.m.

(2) Meals

Dinner: 5:30 p.m. – 8:00 p.m.

Breakfast: 6:30 a.m. – 9:00 a.m.

(3) Experiences: 3:00 p.m. – 7:00 p.m.

Article 9 - Payment of Charges

1. The breakdown of the accommodation charge, etc. payable by the Guest shall be as listed in the table 1 below.

2. Payment of the accommodation charges, etc. described in the preceding Paragraph shall be made by cash in Japanese currency (Japanese Yen) when the Guest arrives at the Guesthouse (or make an reservation through the site).

3. In the case that the Guest has not stayed at the Guesthouse at his/her discretion even after we have offered the guest room to the Guest and made it available for him/her to use, the accommodation charge will still be charged.

4. If, in the absence of a prior application with the Guesthouse, the number of occupants of a room is found to exceed the number stipulated in the accommodation contract by the Guesthouse, usage charges for the number of excess occupants shall be billed.

Article 10 - Responsibility of the Guesthouse

In the case that we have inflicted damage on the Guest in the course of fulfilling the Accommodation Contract and related Contracts or in breach of these Contracts, we shall compensate for the said damage, unless the said damage has been caused due to a cause not attributable to us.

Article 11 - Handling in Case the Guest Room Contracted Is Not Available

1. Should the guest room contracted for the Guest under the Accommodation Contract become unavailable for him/her, the Guesthouse shall try to offer other accommodation facilities under the same conditions as the original Accommodation Contract as far as possible, subject to the consent of the Guest concerned.

2. If the Guesthouse is unable to arrange a different lodging facility via intermediation despite the Guesthouse's endeavors to do so in accordance with the preceding paragraph, the contents of the correspondence will be decided over discussion between the Guesthouse and the Guest.

Article 12 - Handling of Deposited Items

1. When the items deposited by the Guest at the Guesthouse have been lost or damaged, the Guesthouse shall compensate for the damage, unless the loss or damage has been caused by force majeure.

2. Cash, valuables and/or items which the Guesthouse decides not to keep, the Guest cannot deposit them to the Guesthouse.

Article 13 - Custody of the Baggage or Personal Belongings of the Guest

1. When the baggage of the Guest has arrived at the Guesthouse prior to his/her arrival, the Guesthouse will keep it subject to our agreement given prior to its arrival, and will hand it to the Guest at the time when he/she checks in at the Guesthouse.

2. In the case that the baggage or personal belongings of the Guest are found misplaced after he/she has checked out, the Guesthouse shall ask the owner of such items for his/her instructions when the owner has been identified. However, when there are no instructions from the owner or the owner has not been identified, the Guesthouse shall keep them for 7 days including the day when they have been found, and shall deliver them to a police station near the Guesthouse after a lapse of 7 days.

3. The responsibility of the Guesthouse regarding the custody of the Guest's baggage or personal belongings in the case of the preceding two paragraphs shall conform to the provision of the preceding Article 12 paragraph 1 in the case of this Article paragraph 1, and to the provision of the preceding Article 12 paragraph 2 in the case of the preceding paragraph 2 of this Article. However, the Guesthouse may not responsible after the baggage or personal belongings of the Guest have been delivered to the police station.

Article 14 - Responsibility for Parking

When the Guest uses the parking area of the Guesthouse, the Guesthouse only lends the parking area and does not assume responsibility for care and custody of the vehicle parked. However, the Guesthouse shall be liable for compensation if and when the vehicle parked is damaged intentionally or negligently on our side while keeping the parking area under our control. In the case that the Guesthouse has suffered damage due to the intention or fault of the Guest, the Guest will be required to compensate to the Guesthouse for the said damage.

Article 15 - Responsibility of the Guest

In the case that the Guesthouse has suffered damage due to the intention or fault of the Guest, the Guest will be required to compensate to the Guesthouse for the said damage.

Article 16 - Policy Amendment

These Terms and Conditions may be revised from time to time as necessary.

Article 17 – Jurisdiction and Governing Law

In the event of occurring any dispute arising of these Terms and Conditions shall be resolved (or judged) by Japanese Governing Law at Jurisdiction..

Table 1: Charge to be paid by the Guest
(Related to Article 2 #1 and Article 9 #1)

Detail

1	Basic Accommodation charge (without meals)
2	Charge for Heating (Winter season : Oct.~Apr.)
3	Meals charge (Dinner, Breakfast only the Guest place order)
4	Charge for Experience Service (only the Guest place order)
5	Charge for Optional Service (only the Guest place order)
6	Taxes (Ex. Consumption Tax)

Note

(1) The above each charge will be applied to prices the Guesthouse makes public when The Guest makes a reservation.

(2) If a child (age: 0~5years old) does not take any meals and use bedding: Free of charge.

Table 2: Penalty
(Related to Article 5 #2)

Day when cancellation notice received	No show	Accommodation day	1 day prior to accommodation day	2 days prior to accommodation day	3-5 days prior to accommodation day
—	100%	100%	80%	50%	20%

Note

(1) The “%” is the percentage of the Penalty against the total accommodation charge.

(2) In the case that the Guest requests to reduce the number of days for accommodation and accepted by the Guesthouse, penalty for one day (first day) shall be charged regardless of the number of days reduced.

(3) In addition to that set forth in each of the preceding paragraphs, the Guesthouse may set special provisions for penalties according to the contents of the Accommodation Contracts.



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