

Nara Visitor Center & Inn

- Hotel Accommodation Terms and Agreements -

-宿泊約款-

第1条 (適用範囲)

1. 当館が宿泊客との間で締結する宿泊契約及びこれに関連する契約は、この約款の定めると所によるものとし、この約款に定めのない事項については、法令又は一般に確立された慣習によるものとします。
2. 当館が、法令及び慣習に反しない範囲で特約に応じたときは、前項の規定にかかわらず、その特約が優先するものとします。

第2条 (宿泊契約の申し込み)

1. 当館に宿泊契約の申し込みをしようとする者は、次の事項を当館に申し出ていただきます。
 - (1) 宿泊者の住所、氏名、年齢、性別、国籍及び職業
 - (2) 宿泊日及び到着予定時刻
 - (3) 宿泊料金
 - (4) その他当館が必要と認める事項
2. 宿泊客が、宿泊中に前項第2号の宿泊日を超えて宿泊の継続を申し入れた場合、当館は、その申し出がなされた時点で新たな宿泊契約の申し込みがあったものとして処理します。

第3条 (宿泊契約の成立等)

宿泊契約は、当館が前条の申し込みを承諾したときに成立するものとします。ただし、当館が承諾しなかったことを証明したときは、この限りではありません。

第4条 (宿泊契約締結の拒否)

当館は、次に掲げる場合において、宿泊契約の締結に応じないことがあります。

- (1) 宿泊の申し込みが、この約款によらないとき。
- (2) 満室により客室の余裕がないとき。
- (3) 宿泊しようとする者が、宿泊に関し、法令の規定、公の秩序若しくは善良の風俗に反する行為をするおそれがあると認められるとき。
- (4) 宿泊しようとする者が、伝染病であると認められるとき。
- (5) 宿泊に関し合理的な範囲を超える負担を求められたとき。
- (6) 天災、施設の故障、その他やむを得ない事由により宿泊させることができないとき。
- (7) 宿泊しようとする者が、他の宿泊者に迷惑を及ぼす言動をしたとき。
- (8) 宿泊しようとする者が、『暴力団員による不当な行為の防止等に関する法律』(平成4年3月1日施行)による指定暴力団および指定暴力団員等(以下『暴力団』および『暴力団員』とする)又はその関係者、その他反社会的勢力であるとき。
- (9) 宿泊しようとする者が、暴力団または暴力団員が事業活動を支配する法人、その他団体であるとき。
- (10) 宿泊しようとする者が法人で、その役員のうち暴力団員に該当する者がいるとき。
- (11) 宿泊しようとする者が宿泊施設もしくは宿泊施設職員(従業員)に対し、暴力、脅迫、恐喝、威圧的な不当要求を行い、あるいは、合理的範囲を超える負担を要求したとき、又はかつて同様な行為を行ったと認められるとき。

Article 1 - Scope of Application

- 01.01. The accommodation contracts and related contracts to be concluded between Nara Visitor Center Inn and 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.
- 01.02. When Visitor Center & Inn 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

- 02.01. The Guest who intends to apply to Nara Visitor Center & Inn for an Accommodation Contract will be required to provide Nara Visitor Center & Inn with the following information,
 - (1) Address, Name, Age, Gender, Nationality, and occupation of the Guest(s).
 - (2) Date(s) scheduled for overnight stay and estimated time of arrival.
 - (3) Accommodation charge
 - (4) Other information considered necessary by Nara Visitor Center & Inn.
- 02.02. In the case that the Guest has requested, during his/her stay, and extension of an overnight stay beyond the date described in the preceding Paragraph (2) above, Nara Visitor Center & Inn shall handle his/her request as a new application for an Accommodation Contract which shall be made at the point in time when the said request has been made.

Article 3 - Conclusion, etc. of the Accommodation Contract

The Accommodation Contract shall be considered to have been concluded at the time when Visitor Center & Inn has accepted the application described in the preceding Article, unless Nara Visitor Center & Inn has determined that no application was accepted.

Article 4 - Refusal of the Conclusion of the Accommodation Contract

The following are cases where Nara Visitor Center & Inn will not accept the conclusion of the Accommodation Contract:

- (1) When the application for accommodation is not based on this Contract.
- (2) When there is no room available due to full occupancy.
- (3) When the Guest seeking accommodation is deemed liable to act against the laws and regulations against the public order and morals during his/her stay.
- (4) When the Guest seeking accommodation is clearly considered to be a patient with an infectious disease.
- (5) When the guest seeking accommodation, requests special treatment or is a burden beyond a reasonable purview.
- (6) When the hotel is unable to provide accommodation due to natural calamities, malfunction of the facilities or other unavoidable causes.
- (7) When the guest seeking accommodation behaves extremely in a mischievous way against other hotel guests.
- (8) When the guest seeking accommodation is a member of a designated gang organizations (hereinafter called "gang organizations" and "the members," respectively) specified by the Legislation relating to Prevention of unjust Acts by Boryoku-dan Members(enacted on March 1,1992) or any persons involved in the organizations, or antisocial groups.
- (9) When the guest seeking accommodation is a member of any corporations, organizations, or associate members that are controlled by the members or the organizations.
- (10) When the guest seeking accommodation is any corporative bodies, more than one of whose executives include these members.
- (11) When the guest seeking accommodation is deemed liable to use violence or threat on the Hotel staff members (employees) or the Hotel is requested by the Guest to assume an unreasonable burden for his/her accommodation.

第5条（宿泊客の契約解除権）

1. 宿泊客は当館に申し出て、宿泊契約を解除することができます。
2. 当館は、宿泊客がその責めに帰すべき事由により宿泊契約の全部または一部を解除した場合、当館が定めるところにより、違約金を申し受けます。

第6条（当館の契約解除権）

1. 当館は次に掲げる場合においては、宿泊契約を解除することがあります。
 - (1) 宿泊しようとする者が、『暴力団員による不当な行為の防止等に関する法律』による指定暴力団および指定暴力団員等（以下『暴力団』および『暴力団員』とする）又はその関係者、その他反社会的勢力であるとき。
 - (2) 暴力団または暴力団員が事業活動を支配する法人、その他団体であるとき。
 - (3) 法人で、その役員のうち暴力団員に該当する者がいるとき。
 - (4) 他の宿泊者に著しい迷惑を及ぼす言動をしたとき。
 - (5) 宿泊施設もしくは宿泊施設職員（従業員）に対し、暴力、脅迫、恐喝、威圧的な不当要求を行い、あるいは、合理的範囲を超える負担を要求したとき、またはかつて同様な行為を行ったと認められるとき。
 - (6) 宿泊客が伝染病者であると明らかに認められるとき。
 - (7) 宿泊に監視合理的な範囲を超える負担を求められたとき。
 - (8) 天災等不可抗力に起因する事由により宿泊させることができないとき。
 - (9) 寝室での寝たばこ、消防用設備等に対するいたずら、その他当館が定める利用規則の禁止事項（火災予防上必要な物に限る）に従わないとき。
2. 当館が前項の規定に基づいて宿泊契約を解除したときは、宿泊客がまだ提供を受けていない宿泊料金はいただきません。

第7条（宿泊の登録）

宿泊客は、宿泊日当日、当館のフロントにおいて、次の事項を登録していただきます。

- (1) 宿泊客の氏名、年齢、性別、住所及び職業・電話番号
- (2) 外国人にあたっては旅券番号、入国地及び入国年月日
- (3) パスポートの確認とコピーを取ること
- (4) 出発日
- (5) その他当館が必要と認める事項

第8条（客室の使用時間）

宿泊客が当館の客室を使用できる時間は、午後3時から翌朝10時までとします。ただし、連続して宿泊する場合においては、到着日及び出発日を除き、終日使用することができます。

第9条（利用規則の遵守）

宿泊客は、当館内においては、当館が定めて館内に掲示した利用規則に従っていただきます。

第10条（営業時間）

当館の主な施設等の営業時間は次の通りとして、その他の施設等の詳しい営業時間は備付けパンフレット、各所の掲示、客室内のサービスディレクトリー等でご案内いたします。

1. フロントサービス時間：24時間
2. 大浴場：17：00-23：00

前項の時間は、必要やむを得ない場合には臨時に変更することがあります。その場合にはフロントに掲示、お客様へ個別にメッセージを送付し告知致します。

Article 5 – The Guest’s Right to Cancel the Contract

- 05.01. The Guest may request Nara Visitor Center & Inn to cancel the Accommodation Contract.
- 05.02. In the case that the Guest has cancelled the Accommodation Contract in whole or in part due to causes attributed to him/her, payment of penalty shall be required by Nara Visitor Center & Inn.

Article 6 – The Right of Nara Visitor Center & Inn to Cancel the Contract

- 06.01. The following are cases where Nara Visitor Center & Inn may cancel the Accommodation Contract:
 - (1) When the guest seeking accommodation is a designated gang organizations or a member of these organizations (hereinafter called “these organizations” and “the members,” respectively) specified by the Legislation relating to Prevention of Unjust Acts by Boryoku-dan Members(enacted on March 1,1992) or any persons involved in the organizations, or antisocial groups.
 - (2) When the guest seeking accommodation is any corporations, organizations, or associate members that are controlled by the members or the organizations.
 - (3) When the guest seeking accommodation is any corporative bodies, more than one of whose executives include these members.
 - (4) When the guest seeking accommodation behaves extremely in a mischievous way against other hotel guests.
 - (5) When the guest seeking accommodation is deemed liable to use violence or threat on the Hotel staff members (employees) or the Hotel is requested by the Guest to assume an unreasonable burden for his/her accommodation.
 - (6) When the Guest seeking accommodation is clearly considered to be a patient with an infectious disease.
 - (7) When the guest seeking accommodation, a violent requesting act is carried out, or demanded as burden beyond the reasonable purview.
 - (8) When the hotel is unable to provide accommodation due to natural calamities, malfunction of the facilities or other unavoidable causes.
 - (9)When the guest smokes within Nara Visitor Center & Inn, vandalizes fire protection facilities, or does not comply with the matters prohibited by Nara Visitor Center & Inn (limited only to those matters necessary for the fire prevention) among the rules of use prescribed by Nara Visitor Center & Inn.
- 06.02. In cases where Nara Visitor Center & Inn has cancelled the Accommodation Contract in accordance with the provision of the preceding Paragraph, charges for accommodation service, etc. which have not yet been offered to the Guest shall not be receivable.

Article 7 - Registration of Accommodation

The Guest will be required to register the following particulars at the front desk of Nara Visitor Center & Inn:

- (1) Name, age, sex, address, occupation of the Guest and phone number.
- (2) Nationality, passport number, place entered and date entered, in the case of a foreign guest.
- (3) Copy of guest(s) passport
- (4) Scheduled date of departure
- (5)Other particulars considered necessary by Nara Visitor Center & Inn

Article 8 – Time Allowed for Use of the Guest room

The time allowed for the Guest to use the room of Nara Visitor Center & Inn shall be from 3 p.m. till 10 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

Article 9 - Compliance of the Rules of Use of Nara Visitor Center & Inn

While staying in Nara Visitor Center & Inn, the Guest will be required to comply with the Rules of Use posted inside Nara Visitor Center & Inn as prescribed by us.

Article 10 –Business Hours

The business hours of principal facilities in Nara Visitor Center & Inn shall be as follows. Details of the service hours of other facilities are explained in the pamphlet provided, displays at major points inside Nara Visitor Center & Inn, and the service directory provided in each guest room.

1. Front Desk: 24hours
2. Public Bath: 5-23 p.m.

The service hours described in the preceding Paragraph may be changed temporarily for unavoidable reasons, in which case the Guest will be notified by proper means.

第 11 条 (料金の支払い)

1. 宿泊料金等の支払いは、日本の通貨又は当館が認めたクレジットカードにより、宿泊の登録の際または当館が請求したとき、フロントにおいて行っていただきます。
2. 当館が宿泊客に客室を提供し、使用が可能になったのち、宿泊客が任意に宿泊しなかった場合においても、宿泊料金は申し受けます。

第 12 条 (当館の責任)

当館は、宿泊契約及びこれに関連する契約の履行に当たり、またはそれらの不履行により宿泊客に損害を与えたときは、その損害を賠償します。ただし、それらが当館の責めに帰すべき事由によるべきものでないときは、この限りではありません。

第 13 条 (契約した客室の提供ができないときの取扱)

1. 当館は宿泊客に契約した客室を提供出来ない時は、宿泊客の了解を得て、出来る限り同一の条件による他の宿泊施設を斡旋するものとします。
2. 当館は、前項の規定にかかわらず他の宿泊施設の斡旋が出来ない時は、違約金相当額の補償額を宿泊客に支払います。ただし、客室が提供できないことについて、当館の責めに帰すべき事由がないときは、補償料を支払いません。

第 14 条 (寄託物等の取扱)

1. 宿泊客がフロントにお預けになった物品について消滅、毀損等の損害が生じたときは、それが不可抗力である場合を除き、当館は、5万円を限度としてその損害を賠償します。ただし、現金および貴重品については、お客様自身での管理とさせて頂いておりますので、お預け頂けませんので予めご了承ください。
2. 宿泊客が連泊など室内に持ち込まれた物品において当館の故意または過失により滅失、毀損等の損害が生じたときは、当館は、5万円を限度としてその損害を賠償します。
3. 美術品、骨董品などの品物はお預かりできません。

第 15 条 (宿泊客の手荷物または携帯品の保管)

1. 宿泊客の手荷物が、宿泊に先立って当館に到着した場合は、その到着前に当館が了解したときに限って責任をもって保管し、宿泊客がフロントにおいてチェックインする際お渡しします。
2. 宿泊客がチェックアウトしたのち、宿泊客の手荷物又は携帯品が当館に置き忘れられていた場合 3ヶ月保管し、その後処分します。食品・お飲み物は当日処分致します。
3. 前 2 項の場合における宿泊客の手荷物又は携帯品の保管についての当館の責任は、第 1 項の場合にあっては前条第 1 項の規定に、前項の場合にあっては同条第 2 項の規定に準じるものとします。

第 16 条 (宿泊客の責任)

宿泊客の故意または過失により当館が損害を被ったときは、当該宿泊客は当館に対し、その損害を賠償していただきます。

別表 違約金 (第 5 条 2 項関係)

契約解除の通知を受けた日	不泊	当日	前日
一般	100%	100%	0%

1. (注) %は宿泊料に対する違約金の比率です。
2. 契約日数が短縮した場合は、その短縮日数にかかわらず、1日分(初日)の違約金を収受します。

Article 11 – Payment of Charges

- 11.01. Payment of the accommodation charges shall be made in currency or by other alternative means acceptable by Nara Visitor Center & Inn, such as credit card at the front desk at the time when the Guest is charged by Nara Visitor Center & Inn.
- 11.02. In the case that the Guest has not stayed at Nara Visitor Center & Inn at his/her discretion even after we have offered the room to the Guest and made it available for him/her to use, the accommodation charge will still be charged.

Article 12 – Responsibility of Nara Visitor Center & Inn

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

Article 13 – Handling In Case the Guest Room Contract Is Not Available

- 13.01. Should the room contracted for the Guest under the Accommodation Contract become unavailable for him/her, Nara Visitor Center & Inn shall try to offer other accommodation facilities under the same condition as the original Accommodation Contract as far as possible, subject to the consent of the Guest concerned.
- 13.02. Notwithstanding the provision of preceding Paragraph, in cases where we are unable to offer other accommodation facilities to the Guest, we shall pay to him/her a compensation charge equivalent to the penalty, which will be applied to the amount of the compensable damage. However, in cases where there is no cause attributable to us for not being able to offer the guest room, we shall not pay the compensation charge.

Article 14 – Handling of Checked Articles, etc.

- 14.01. When the articles, cash and/or valuables checked by the Guest at the front desk have been lost or damaged, Nara Visitor Center & Inn shall compensate for the damage, unless the loss or damage has been caused by an act of God. However, in the case of cash and valuables, we shall do so when the Guest has clearly reported the kind and value of such cash and valuables at our request. Otherwise we shall compensate for the damage up to the maximum amount of 50,000 yen.
- 14.02 When the Guest has brought into Nara Visitor Center & Inn articles, valuables but has not checked them at the front desk, we shall compensate for the loss or damage inflicted on them if caused intentionally or negligently on our part, in which case we shall compensate for the loss or damage up to the maximum amount of 50,000yen.
- 14.03 Artwork and antiques are unable to be checked.

Article 15 – Custody of Baggage and /or Belongings of the Guest

- 15.01. When the baggage of the Guest is brought into the Hotel before his/her arrival, the hotel shall be liable to keep it only in the case when such a request has been accepted by the Hotel in advance. The baggage shall be handed over to the Guest at the Front desk at the time of his/her check-in.
- 15.02 When the baggage or belongings of the Guest is found left behind after his/her check-out, and the ownership of the unaccounted article is established, Nara Visitor Center & Inn will ask the owner for handling instructions. When the instruction is not communicated to Nara Visitor Center & Inn by the owner or when the ownership is not authenticated, the Hotel shall keep the article for 3 months, and thereafter dispose of it according to the Hotel unclaimed belongings policy. Food and beverage will be discarded on the day it is left unaccounted for.
- 15.03 The Hotel's liability in regard to the custody of the Guest's baggage and belongings in the case of the preceding two paragraphs of this Article should be treated accordingly with paragraph 1 of the previous Article in the case of paragraph 1, and with the provisions of paragraph 2 of the same Article in the case of Paragraph 2.

Article 16 – Liability of the Guest

In the case when the Hotel is damage by the Guest's intention or fault, the Guest must pay compensation to the Hotel.

Attached Table Cancellation Charge (Ref. Paragraph 2 of Article 5)

Day When Cancellation Notice Received	No Show	Accommodation Day	1 Day Prior to A Day
	100%	100%	0%

1. The percentages signifies the cancellation charge to the Basic Accommodation Charges.
2. When the number of days contracted are reduced, cancellation charges for the first day shall be paid by the Guest regardless of the number of days shortened.