

ご利用案内

•

Guestroom Guide

•

客房使用指南

•

객실 이용 가이드

Terms and Conditions for Accommodation Contracts

Article 1. Scope of Application

- 1 Contracts for Accommodation and related agreements to be entered into between Hotel OLE (hereinafter "the Hotel") and the guest to be accommodated (hereinafter "the Guest") shall be subject to these Terms and Conditions, and any particulars not stipulated herein shall be governed by laws and regulations and/or generally accepted practices.
- When the Hotel has entered into a special contract with the Guest insofar 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

- Article 2. Application for Accommodation Contracts
 1 A person 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(s) of accommodation and estimated time of arrival;
- (3) Accommodation Charges (based, in principle, on the Basic Accommodation Charges listed in the Attached Table 1); and (4) Other particulars deemed necessary by the Hotel.
- When the Guest requests, during his stay, extension of the accommodation beyond the date in Subparagraph (2) of the preceding Paragraph, the Hotel shall regard such request as an application for a new Accommodation Contract at the time such request is made.

Article 3. Conclusion of Accommodation Contracts, etc.

- 1 An Accommodation Contract shall be deemed to have been concluded when the Hotel has duly accepted the application as stipulated in the preceding Article.
- When an Accommodation Contract has been concluded in accordance with the provisions of the preceding Paragraph, the Guest is requested to pay an accommodation deposit prescribed by the Hotel within the limits of the Basic Accommodation Charges (Attached Table 1) covering the Guest's entire period of stay by the date specified by the Hotel.
- 3 The deposit shall be applied first toward the Total Accommodation Charges to be paid by the Guest, then secondly toward the cancellation charges under Article 6 and thirdly toward compensation paid to the Hotel under Article 18 as applicable; and the remainder, if any, shall be refunded at the time of the payment of the Accommodation Charges as stipulated in Article 12.
- 4 When the Guest has failed to pay the deposit by the date specified by the Hotel as stipulated in Paragraph 2, the Accommodation Contract shall cease to be effective. However, the same shall apply only when the Hotel notifies the Guest to that effect at the time the due date of the deposit payment is specified.

Article 4. Special Contracts Requiring No Accommodation Deposit

- Notwithstanding the provisions of Paragraph 2 of the preceding Article, the Hotel may enter into a special contract requiring no accommodation deposit after the Accommodation Contract has been concluded as stipulated in the same Paragraph.
- 2 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 due date of the deposit payment at the time the application for an Accommodation Contract has been accepted, it shall be deemed that the Hotel has accepted a special contract prescribed in the preceding Paragraph.

Article 5. Refusal of the Conclusion of the Accommodation Contract

The Hotel may not accept the conclusion of the Accommodation Contract in any of the following cases

- (1) When application for accommodation is not based on these Terms and Conditions
- (2) When there is no room available due to full occupancy.
- (3) When the person seeking accommodation is considered likely to behave in violation of the provisions of laws and regulations, public order, or good public morals in regards to accommodation.
- (4) When the person applying for accommodation or seeking accommodation is a designated organized crime group or a member of a designated organized crime group (hereinafter "Organized Crime Group" and "Member of an Organized Crime Group", respectively) specified by the Act on Prevention of Unjust Acts by Organized Crime Group Members (enacted on March 1, 1992) or any persons connected with such, or any other anti-social forces.
- (5) When the person seeking accommodation is a corporate body or any other organization, business activities of which are controlled by an Organized Crime Group or a Member of an Organized Crime Group.
- (6) When the person seeking accommodation is a corporate body, any director of which falls under the designation of a Member of an Organized Crime Group.
- (7) When the person seeking accommodation commits a violent act of demand or has made a demand beyond the scope of reasonably acceptable burden on the Hotel or its employee(s).
- (8) When the person seeking accommodation clearly suffers from a mental illness and not accompanied by a proper guardian; or he/she is heavily intoxicated and presents a risk of causing fight and threatens other occupant(s) or causing noise that would disturb sound sleep of other occupants
- (9) When the health condition or personal effects, etc. of the person seeking accommodation is feared to raise concerns of other occupants.
- (10) When the person seeking accommodation is clearly a carrier of an

- (11) When the Hotel is unable to provide accommodation due to natural disasters, breakdown of facilities, and/or any other unavoidable cause
- (12) When provisions of Article 5 of Shizuoka Prefectural Ordinance to Enforce the Inns and Hotels Act are applicable.

Article 6. Right of the Guest to Cancel the Accommodation Contract

- 1 The Guest is entitled to cancel the Accommodation Contract by so notifying the Hotel.
- 2 When the Guest cancels the Accommodation Contract in whole or in part for reasons attributable to the Guest (except when the Hotel requests payment of the deposit by a specified date as stipulated in Paragraph 2 of Article 3 and the Guest cancels before making the payment), the Guest shall pay a cancellation charge as listed in Attached Table 2. However, when a special contract as stipulated in Paragraph 1 of Article 4 is concluded by and between the Hotel and the Guest, the same shall apply only when the Hotel informs the Guest of the obligation to pay a cancellation charge in the event that the Guest cancels the Accommodation Contract.
- When the Guest does not appear by 8 p.m. of the check-in date (or 2 hours after the scheduled arrival time notified in advance by the Guest) without prior notification thereto, the Hotel may regard the Accommodation Contract as being cancelled by the Guest for a reason attributable to the Guest.

Article 7. The Right of the Hotel to Cancel the Accommodation Contract

- 1 The Hotel may cancel the Accommodation Contract in any of the following cases
- (1) When the Guest is considered likely to behave in violation of the provisions of laws and regulations, public order, or good public morals in regards to accommodation or is deemed to have committed such act.
- (2) When the Guest is clearly carrying an infectious disease
- (3) When the Hotel is unable to provide accommodation due to natural disasters and/or any other causes of Force Majeure.
 (4) When the Guest is a designated organized crime group or a member of a
- designated organized crime group (hereinafter "Organized Crime Group" and "Member of an Organized Crime Group", respectively) specified by the Act on Prevention of Unjust Acts by Organized Crime Group Members (enacted on March 1, 1992) or any persons connected with such, or any other anti-social forces.
- (5) When the Guest is a corporate body or any other organization, business activities of which are controlled by an Organized Crime Group or a Member of an Organized Crime Group.
- (6) When the Guest is a corporate body, any director of which falls under the designation of a Member of an Organized Crime Group.
- (7) When the Guest has committed a violent act of demand or has made a demand beyond the scope of reasonably acceptable burden on the Hotel or its employee(s).
- (8) When provisions of Article 5 of Shizuoka Prefectural Ordinance to
- Enforce the Inns and Hotels Act are applicable.
 (9) When the Guest smokes in bed, vandalizes fire prevention facilities, or does not comply with prohibitions necessary for fire prevention stipulated in the House Regulations by the Hotel.
- 2 When the Hotel has cancelled the Accommodation Contract in accordance with the preceding Paragraph, the Hotel shall not charge the Guest for any of the services which the Guest has not yet received at the time the Accommodation Contract is canceled.

- Article 8: Registration
 1 The Guest shall register the following particulars at the front desk of the Hotel on the day of accommodation:
- (1) Name, gender, address, and occupation of the Guest
- (2) Nationality, passport number, port and date of entry if the Guest is not a Japanese national
- (3) Other particulars deemed necessary by the Hotel
- The Hotel shall not use the personal information provided by the Guest for any purpose other than to provide accommodation to the Guest, except in the
- following circumstances:

 ① When the Hotel needs to answer or otherwise respond to the Guest's
- ② When the Hotel needs to contact the Guest for any reason
 2 When the Guest intends to pay A a contact the Guest for any reason
- 2 When the Guest intends to pay Accommodation Charges stipulated in Article 12 with traveler's cheques, vouchers, a credit card, or other means in lieu of Japanese currency, the Guest shall present the same in advance at the time of the registration stipulated in the preceding Paragraph.

Article 9. Occupancy Hours of Guest Rooms

- The Guest is entitled to occupy the contracted guest room of the Hotel from 3:00 p.m. to 11:00 a.m. on the following day. However, when the Guest is accommodated for a consecutive period, the Guest may occupy the room for the entire day, except for the days of arrival and departure.
- 2 Notwithstanding the provisions stipulated in the preceding Paragraph, the Hotel may permit the Guest to occupy the room beyond the time stipulated the same Paragraph. In this case, the Guest shall pay the following additional charges
- Before 3:00 p.m. on the expected check-in date: 2,000 yen per hour
- After 11:00 a.m. on the expected check-out date: 2,000 yen per hour After 1:00 p.m. on the expected check-out date: 4,000 yen per hour

Article 10. Observance of House Regulations

The Guest shall observe the House Regulations established by the Hotel,

- 1 Bringing in the Hotel articles which may cause disturbance to other customers is not permitted. Dogs (except for service dogs), cats, birds, and any other animals, ignitable and inflammable substances, substances which produce foul odor, and any other articles possession of which are prohibited
- by law are not allowed on the Hotel premises.

 Please refrain from engaging in gambling, acts detrimental to public morals and safety, and/or verbal and physical conduct which may offend other customers on the Hotel premises.
- 3 When using the facility and equipment on the Hotel premises, please do
- not alter the current state of such.

 4 Please do not use the Guest room(s) of the Hotel, without permission, for sales activities or any purpose other than accommodation.
- 5 Please do not distribute advertisement and promotional materials or
- engage in sales of goods without a permission of the Hotel.
 6 Please do not leave personal belongings unattended in the hallway or
- 7 Pajamas, room wear, and slippers, etc. are not permitted in hallways or any other Hotel facility except for the guest room, public bath, lounge, and breakfast area (2nd floor).
- When the Guest damages, soils, or misplaces structures, equipment, and/or any other articles for a reason other than Force Majeure, he/she shall pay an amount equivalent to the said damage as compensation.

Article 11. Business Hours

1 The business hours of the main facilities, etc., of the Hotel are noted below. The business hours of other facilities, etc. are indicated in brochures provided by the Hotel, notices displayed at each facility's location, and in the service directory provided in the guest room.

(1) Front desk, cashier, etc.

Entrance closing time: None

Front desk: Open 24 hours a day

(2) Restaurants and bars

- Breakfast buffet in the Lounge on the 2nd floor: 6:00 a.m. 9:30 a.m.
- Natural hot spring public baths on the 14th floor: $3:00\ p.m.-10:00\ a.m.$ the following day

Sauna in the public bath

2 The business hours stipulated in the preceding Paragraph may be changed temporarily due to unavoidable circumstances. In such cases, the Hotel shall inform the Guest thereof by appropriate means.

Article 12. Payment of Charges

- The breakdown and method of calculation of the Accommodation Charges, etc. that the Guest shall pay are as listed in the Attached Table 1.
- 2 Payment of Accommodation Charges, etc., as stipulated in the preceding Paragraph shall be made in Japanese currency or with traveler's cheques, vouchers, a credit card, or any other means recognized by the Hotel at the front desk at the time of the Guest's departure or upon request by the Hotel.
- 3 The Guest shall pay the Accommodation Charges even if the Guest voluntarily does not utilize the accommodation facilities provided and placed at his/her disposal by the Hotel.

Article 13 Liability of the Hotel

- The Hotel shall compensate the Guest for any damage attributable to the Hotel that arises from fulfillment or non-fulfillment of the Accommodation Contract and/or related agreements. However, the same shall not apply when the causes of the damage are not attributable to the Hotel.
- 2 The Hotel is in compliance with the Fire Service Act as indicated with the Certificate of Fire Proof Excellence on display. The Hotel is also covered by the lodging liability insurance for the unlikely event of fire and/or other
- Article 14. Handling When the Hotel is Unable to Provide Contracted Rooms 1 When the Hotel becomes unable to provide the room(s) contracted for by the Guest, the Hotel shall arrange accommodation of the same standard to the
- extent possible at another hotel facility with the consent of the Guest.

 Notwithstanding the provisions of the preceding Paragraph, when the Hotel is unable to arrange other accommodations at another hotel facility, the Hotel shall pay the Guest a compensation fee equivalent to the cancellation charges and the compensation fee shall be applied toward the total damages However, the Hotel shall not pay the Guest a compensation fee when inability of the Hotel is due to reasons not attributable to the Hotel.

Article 15. Handling of Deposited Articles

- 1 The Hotel shall compensate the Guest for damage when loss, breakage, or other damage is caused to the belongings, cash, or valuables deposited at the front desk by the Guest, except when the damage is due to an event of Force Majeure. However, the Hotel shall compensate for cash and valuables only when the Hotel has asked the Guest to report the type and value of cash and valuables in advance, and, when the Guest has failed to do so, the compensation paid by the Hotel shall be an amount not exceeding 150,000
- yen.

 2 The Hotel shall compensate the Guest for loss, breakage or other damage caused intentionally or by negligence on the part of the Hotel to the belongings, cash, and valuables which are brought onto the premises of the Hotel by the Guest but are not deposited at the front desk. However, when the Guest has not reported the type and value of the cash and valuables in advance, the compensation paid by the Hotel shall be an amount not exceeding 150,000 yen.

- Article 16. Storage of Guest's Baggage and Belongings
 1 When the Guest's baggage is brought into the Hotel before the Guest's arrival, the Hotel shall be responsible for storing such baggage only when the Hotel has agreed thereto prior to the arrival of the baggage. The baggage shall be handed over to the Guest at the front desk when the Guest checks in.
- 2 When the Guest's baggage or other belongings are discovered left on the Hotel premises after the Guest has checked out, the Hotel shall wait for an inquiry from the owner of such article(s) left and ask for further instructions. When no instructions are given to the Hotel by the owner or when ownership cannot be identified, the Hotel shall store the article(s) for three (3) months starting on the day of the discovery, after which valuables will be reported to the nearest police department and other article(s) will be disposed of.
- 3 When the Guest informs of an article left at the Hotel, the Hotel shall verify such article and store at the front desk until the date specified by the Guest

The Hotel will dispose of the article if it is left at the Hotel for one (1) month after the date specified by the Guest. The article may be claimed either at the Hotel in person or shipped via cash on delivery (COD).

4 Food items, cigarettes, and magazines including comic books and weekly journals will be disposed of on the day of the Guest's check-out, except for unopened articles, which will be stored up to one (1) day.

Article 17. Liability in Regard to Parking
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, regardless of whether the key of the vehicle has been deposited to the Hotel. The Hotel shall compensate the Guest, however, for damage caused intentionally or by negligence on the part of the Hotel in regard to the management of the

Article 18. Liability of the Guest

The Guest shall compensate the Hotel for damage caused intentionally or by negligence on the part of the Guest.

Attached Table 1.

Calculation Method for Accommodation Charges, etc

(In regard to Article 2, Paragraph 1; Article 3, Paragraph 2; and Article 12, Paragraph 1)

		Breakdown				
Total Amount to Be Paid by the Guest	Accommodation Charge (1)	 ① Basic accommodation charge/room charge ② Service charge (①×10%) ③ Consumption tax ④ Bathing tax 				
	Accommodation Charge (2)	 ⑤ Meal & drink and other use charges ⑥ Service charge (⑤×10%) ⑦ Consumption tax ⑧ Bathing tax 				

[Note]

1. In the event that the relevant tax exemption law has been amended, the latest law shall apply to the tax exemption on the basic accommodation charge (room charge), meal and drink charge, and other use charges

Attached Table 2. Cancellation Charges (In regard to Article 6, Paragraph 2)

	Date when notification of cancellation is received ntracted Guests		Same day	1 day prior to check-in	7 days prior to check-in	10 days prior to check-in
Individual	Up to 9	100%	80%	20%		
Group	10–99	100%	80%	50%	20%	
	100 or more	100%	100%	80%	50%	20%

- 1. % indicates a percentage of cancellation charge to the basic accommodation charge.
- 2. When the number of accommodation days under the contract is reduced, the cancellation charge equivalent to the Basic Accommodation Charge for one day (the first day) will be charged regardless of the number of days
- 3. When the Accommodation Contract for a group of 10 Guests or more is canceled in part, no cancellation charge will be required if the cancellation is made seven (7) days prior to the check-in date (or on the day the reservation is accepted if less than 7 days prior to the check-in date) and the number of persons cancelling does not exceed ten percent (10%) of the total number of persons in the group (any fraction shall be rounded up).

