

「ブランシェラ ヴィラ 明日香」

BRANCHERA VILLA ASUKA

宿 泊 約 款

General Terms & Conditions for Accommodation Contract

Article 1 Scope of Application

1. The Accommodation Contract concluded by the Hotel with the Guest and the contract related thereto shall be pursuant to the provisions of these Accommodation Terms and Conditions, and matters not stipulated in these Accommodation Terms and Conditions shall be based on laws and regulations or generally established customs.
2. If the Hotel agrees to a special contract not contrary to law or custom, notwithstanding the provisions of the preceding paragraph, the special agreement shall take precedence.

Article 2 Application for Accommodation Contract

If you wish to apply for an Accommodation Contract with the Hotel, you will be asked to inform the Hotel of the following matters:

- (1) Name, address, age, telephone number, number of Guests, gender
- (2) Date of stay and estimated time of arrival, and departure date
- (3) Number of Guests staying in the same room, age category "Adults (junior high school students and older), children (elementary school students), infants (younger than elementary school students)"
- (4) Other matters deemed necessary by the Hotel

Article 3 Registration of Use

1. Guests are required to register the following matters on the day of use in accordance with the Hotel Business Act and related laws and ordinances at the reception of the Hotel.

- (1) The name, address, age, telephone number, gender, previous accommodation, destination, and occupation of all Guests.
- (2) The nationality, photograph, and travel documents of foreign Guests who do not have an address in Japan (A copy of the passport will be made)
- (3) Other matters deemed necessary by the Hotel

2. Children under the age of 18 (including high school students) are not allowed to stay unaccompanied at this property. Minors must be accompanied by an adult 20 years of age or older to stay at the Hotel (excluding family groups)

3. Handling of personal information

- (1) Personal information provided to the Hotel in accordance with laws and regulations or this Agreement (hereinafter referred to as "Personal Information") will be acquired and used to provide the main service (accommodation service, etc.), contact the user, and improve the main service quality by analyzing the usage data.

(We may contact you by phone, e-mail, etc. to confirm your reservation)

- (2) The Hotel will not provide Personal Information to third parties without obtaining the consent of the Guest in advance, except as required by laws and regulations.
- (3) When entrusting the handling of Personal Information to a third party within the scope necessary to achieve the purpose of use, the Hotel will conduct a strict investigation of the contractor and conduct appropriate supervision to maintain confidentiality.
- (4) Our business management company: We will handle Personal Information as set out in the Personal Information Protection Policy (Privacy Policy) stipulated by HASEKO Village Life Co., Ltd.

Article 4 Conclusion of Accommodation Contract

1. The Accommodation Contract shall be concluded when the Hotel accepts the application under Article 2. However, this does not apply when the Hotel has verification of non-acceptance.
2. In the case that the provisions of Article 7 apply, we will deduct the penalty and compensation from the accommodation charges paid by credit card at the time of application for accommodation, and refund the remaining amount, if any, at the time of final settlement of the accommodation charges in accordance with the provisions of Article 10.
3. Even if the Hotel has presented or informed the customer of an incorrect accommodation rate on its Internet site, by e-mail, or by telephone, etc., and the customer has applied for and accepted an Accommodation Contract based on such a rate, if the accommodation rate is significantly lower than the rates for the preceding or following dates, unless there is an indication of the reason for the significantly lower rate ("Limited", "Special", etc.), the Accommodation Contract shall be deemed invalid and we will notify you promptly to that effect.

Article 5 Refusal to Conclude Accommodation Contract

The Hotel may refuse to accept an Accommodation Contract in the following cases:

- (1) When the application for accommodation is not in accordance with these Conditions of Stay.
- (2) When the rooms are full.
- (3) When the person requesting accommodation is deemed likely to commit an act contrary to the provisions of laws and regulations, public order or good morals.
- (4) When a person who wishes to stay is deemed to fall under the following.
 - a. A person who is a member of a prescribed organized crime syndicate (hereafter referred to as a "crime syndicate") as defined in Article 2, Item 2 of the Law Concerning Prevention of Unjust Acts by Members of Crime Syndicates (Law No. 77 of 1991), associate members of organized crime syndicates or persons related to organized crime syndicates, or other anti-social forces as prescribed in Article 2, Item 6 of the same Article
 - b. When an organized crime group or a member of an organized crime group is a corporation or other organization that controls business activities.
 - c. A corporation that has a person who falls under the category of an organized crime group member among its officers.
- (5) When the Guest who wishes to stay behaves in a manner that causes significant inconvenience to other Guests.
- (6) When the Guest is clearly a person with a communicable disease.
- (7) When violent or unreasonable requests are made in relation to your stay.

- (8) When the Hotel is unable to provide accommodation due to natural disasters, malfunction of facilities, or other unavoidable reasons.
- (9) When the Hotel is in violation of the prefectural regulations listed at the end of this document.
- (10) When the Guest requests the Hotel bear special costs related to the accommodation.
- (11) When the Guest who wishes to stay has been subject to the provisions of Article 7 in the past.
- (12) In other cases, equivalent to the preceding items, when it is recognized that there is a reasonable reason for the Hotel not to accept the conclusion of the Accommodation Contract.

Article 6 Right to Cancel the Contract by the Guest

1. Guests can cancel the Accommodation Contract by notifying the Hotel.
2. The Guest may cancel all or part of the Accommodation Contract for reasons attributable to the Guest. However, in that case, the Hotel will be charged a penalty as listed in Appended Table 2.
3. If the Guest does not arrive by 10:00 p.m. on the day of his/her stay without contacting the Hotel, the Accommodation Contract may be deemed to have been cancelled by the Guest. In that case, the Hotel will charge a penalty according to the points listed in Appended Table 2.

Article 7 Right to cancel the contract by the Hotel

1. The Hotel may cancel the Accommodation Contract in the following cases:
 - (1) When the Guest is deemed liable to conduct himself/her in a manner that is likely to violate the provisions of laws and regulations, public order or good morals, or when he/she is deemed to have committed the same act.
 - (2) When the Guest is deemed to fall under the following.
 - a. Organized crime syndicates, members of organized crime syndicates, quasi-members of organized crime syndicates or persons related to organized crime syndicates, or other anti-social forces.
 - b. When an organized crime group or a member of an organized crime group is a corporation or other organization that controls business activities.
 - c. A corporation that has a person who falls under the category of an organized crime group member among its officers.
 - (3) When the Guest behaves in a manner that causes significant inconvenience to other Guests.
 - (4) When the Guest is clearly a person with a communicable disease.
 - (5) When violent or unreasonable requests are made in relation to your stay.
 - (6) When the Hotel is unable to provide accommodation due to force majeure such as natural disasters.
 - (7) Failure to comply with any of the other prohibitions set out in the Prefectural Ordinance.
 - (8) When an act that interferes with fire prevention, such as smoking, smoking in bed or intentional damage to firefighting equipment, etc. is performed.
 - (9) When the Guest does not comply with any other prohibited matters in the Terms of Use stipulated by the Hotel.

- (10) When you bring the following into our Hotel or try to bring the following:
 - a. Handguns and other firearms
 - b. Swords
 - c. Goods that emit a strong odor
 - d. An excessively large amount of goods
 - e. Anything that may easily ignite or explode (fireworks, incense sticks, gunpowder, volatile oil, etc.)
 - f. Animals, insects, and similar (for guide dogs, please contact the Hotel in advance at the time of application for an Accommodation Contract)
- (11) When the Hotel's equipment or goods are taken out of the Hotel or moved to another place in the Hotel.
- (12) When you intend to change, remodel, or modify the building or various facilities.
- (13) When the Guest causes annoyance to the operator of the Hotel (hereinafter referred to as "employee") or behaves in a manner that causes significant inconvenience to other Guests or employees due to drunkenness, etc.
- (14) When it is recognized that the Guest is likely to cause serious inconvenience to other guests or employees due to drunkenness, etc.
- (15) When the Guest requests the Hotel bear special costs related to the accommodation.
- (16) When it is found that the Guest has been subject to the provisions of this Article in the past.
2. When the Hotel cancels the Accommodation Contract in accordance with the provisions of the preceding Paragraph, the Guest will not be charged for accommodation services, etc. that have not yet been provided by the Hotel. (However, in that case, a penalty will be charged according to the following table 2.)

Article 8 Hours of Use of the Guest room

1. Guests are allowed to use the Hotel's rooms from 3:00 p.m. to 11:00 a.m. the following day. However, in the case of consecutive night accommodation, it may be used all day, except for the arrival date and the departure date.
2. The Hotel does not provide for the use of rooms outside the hours specified in the preceding paragraph.

Article 9 Compliance with the Terms of Use

Guests are required to comply with the terms and conditions provided in the guest rooms.

Article 10 Payment of Accommodation Charges, etc.

1. The breakdown of the accommodation charges, etc. to be paid by the Guest shall be as set out in Appended Table 1.
2. Guests shall pay the accommodation charges, etc., mentioned in the preceding paragraph in the following manner
 - a. At the time of application for the Accommodation Contract, Guests are requested to complete payment procedures by credit card.

- b. The accommodation charge is fixed at the time of completion of check-out or the incurrance of penalties and damages, and the payment of the accommodation charge is completed when the final credit card payment procedure is completed.
3. In the event that the Guest does not stay at the Hotel after the Hotel has provided the room and it is available for use, the Hotel will still charge the Guest for the accommodation.

Article 11 Liability of the Hotel

1. In the event that the Hotel causes damages to the Guest in the performance of the Accommodation Contract or any related contract, or due to non-performance thereof, the Hotel shall compensate for such damage. However, this shall not apply if the damage is not due to reasons attributable to the Hotel.
2. In the event of fire, etc., the Hotel has taken out liability insurance.

Article 12 Handling when the Provision of Contracted Room is not possible

1. If the Hotel is unable to provide the Guest with a contracted room, the Hotel shall, with the consent of the Guest, arrange other accommodation facilities under as similar as possible conditions.
2. Notwithstanding the provisions of the preceding Paragraph, if other accommodation arrangements cannot be made, the Hotel shall pay the Guest a compensation fee equivalent to the penalty set forth in Appended Table 2, and the compensation fee shall be applied to the amount of the damages. However, if there is no reason attributable to the Hotel for the inability to provide guest rooms, the Hotel will not pay compensation fees.

Article 13 Handling of Valuables, etc. of Guests

1. The Hotel asks that Guests take responsibility for their own valuables. Please use the safety deposit box in the guest room. The Hotel shall not be liable for the loss or damage of the Guest's valuables, etc.

Article 14 Storage of Guest Baggage or Personal Belongings

1. The Hotel is a non-staffed accommodation. Employees cannot accept baggage or personal effects, so the Hotel asks that Guests take responsibility for their own belongings. In addition, please note that the Hotel will not be responsible for the damage or loss of the Guest's baggage or personal belongings.
2. In the event that Guest baggage is left unattended at the Hotel after the Guest has checked out, the Hotel shall, in principle, wait for the Guest to contact the Hotel for instructions. In the absence of instructions from the owner, or if the owner cannot be identified, the Hotel will keep the item for a certain period of time and then report it to the nearest police station or dispose of it after 3 months. However, please note that food, drink, tobacco, magazines, and other items which the Hotel considers difficult to store for hygiene reasons will be disposed of on the same day.
3. In the event that baggage left at the Hotel is to be returned by mail, etc., the Guest will bear the shipping fee. In addition to the shipping fee, an additional charge may be levied depending on the type of baggage.

Article 15 Liability for Parking and Bicycle Parking

1. The Hotel's three parking spaces are available on a first-come, first-served basis. As the Hotel rents parking spaces to its Guests, it is the Guest's responsibility to take care of his or her own vehicle. Please note that the Hotel is not responsible for the management of these vehicles.
2. The Hotel has a bicycle storage area (outdoor) for each guest room, which can accommodate as many bicycles as possible. The Hotel will not be liable for any damage to bicycles. The Hotel rents bicycle parking spaces to Guests, so Guests are responsible for their own bicycles. Please note that the Hotel is not responsible for the management of bicycles.

Article 16 Liability of Guests

In the event of damage to the Hotel due to the willful misconduct or negligence of the Guest, the Guest shall be liable for compensation for the damage incurred by the Hotel.

Article 17 Use of Computer and Internet Communications

Guests who use the Wi-Fi service or other means of communication provided by the Hotel to communicate over the Internet within the Hotel do so at their own risk. The Hotel shall not be liable for any damage incurred by Guests as a result of interruptions to the Wi-Fi service or other means of communication due to system failure or other reasons. In addition, in the event that the Hotel or a third party is likely to suffer damage as a result of an act by the Guest which the Hotel considers inappropriate in relation to the use of internet communications by the Guest, the Hotel may request that such internet communications be discontinued, and the Guest shall be liable for compensation for any damage caused to the Hotel.

Article 18 Use of applications on mobile TVs

Mobile TVs in the room have built-in applications for watching videos, but please refrain from using applications other than "YouTube" and "Radiko". Please note that even if the Guest suffers any damage as a result of risks (such as forgetting to erase IDs and passwords) or malfunctions (such as communication problems) when logging in to applications other than "YouTube" and "Radiko" using Guests' own IDs and passwords, the Hotel will not be held responsible for any loss or damage caused by the use of this system.

Article 19 Arrangements for Room Cleaning and Facilities Inspection

1. In principle, the Hotel only cleans rooms after Guest check-out.
2. However, please note that if the Guest uses the same room over consecutive nights, cleaning and replenishment of amenities will, in principle, be scheduled at 11:00 a.m.
Please note that we cannot accept changes to the scheduled cleaning times.
3. If cleaning and replenishment of amenities are not required, please display the provided "Do not disturb" sign on the room entrance door in advance.
4. Please note that even if the Guest informs the Hotel that cleaning and replenishment of amenities is not required, room cleaning and linen change may still be carried out without the consent of the Guest if the Hotel deems it necessary at the rate (about once every 3 nights) required for hygiene management in accordance with the laws and regulations and prefectural ordinances.

5. The Hotel may conduct a room inspection to check the facilities and hygiene of the guest room. Please note that we will call the mobile phone registered by the Guest in advance at the time of such an inspection, but if you do not respond, we will enter the room without the Guest's consent.

Article 20 Amendments to Accommodation Terms and Conditions

1. These Accommodation Terms and Conditions correspond to standardized terms and conditions under the Civil Code, and each clause of these Accommodation Terms and Conditions shall be amended in accordance with the provisions of the Civil Code, if it is deemed to be in the general interest of the Guest or if there are reasonable grounds for requiring the amendment.
2. Changes to these Accommodation Terms and Conditions shall be applied from the effective date specified at the time of posting on our designated website. In the event of any changes to these Accommodation Terms and Conditions, a document stating the details of the changes shall be placed in the guest room.
3. When a guest uses the hotel after the effective date of the revised Terms and Conditions, the guest shall be deemed to have agreed to the revised Terms and Conditions.

Article 21 Governing Language and Applicable Laws, etc.

These Accommodation Terms and Conditions are prepared in Japanese and English, but if there is a difference between the two terms and conditions, the Japanese text shall govern all points. In addition, this Accommodation Agreement shall be governed by Japanese law, and in the event of a dispute regarding the Accommodation Contract, the Osaka District Court shall be the exclusive court of jurisdiction for the first instance.

Appended Table 1 Breakdown of Accommodation Charges, etc.
 (related to Article 3, Paragraph 2 and Article 10, Paragraph 1)

Accommodation charges, etc.		Breakdown of expenses
Total amount of the fee paid by the Guest	Accommodation charges	Basic accommodation fee
	Food and beverage rates	Breakfast and dinner fees
	Other	Consumption tax, etc.

【Remarks】

1. The basic accommodation fee (including free stay, package plan, etc.) is charged as shown on the reservation website of each facility.
2. Elementary school students and above are charged as adults.
3. Preschoolers under elementary school age will also be charged as adults.
 However, preschoolers (infants, etc.) who do not require bedding and meals will be "free of charge".

Appended Table 2 Penalty

(Article 4, Paragraph 2, Article 6, Paragraph 2, Article 7, Paragraph 2, Article 1, Article 12, Paragraph 2)
 (Total amount of fees paid by Guest (including consumption tax) × rate listed in the table below)

Date of cancellation of stay				
No-show	Same day	1 day before	2 to 3 days before	4 to 7 days before
100%	100%	80%	50%	30%

* If a cancellation policy is set by the reservation medium (OTA), the cancellation policy described on the reservation medium will take precedence.

Enacted January 26th, 2022

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