

Terms and Conditions for Accommodation Contracts

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(Scope of Application)

- Article 1 Accommodation contracts and contracts related thereto concluded by the Hotel with guests shall be governed by the provisions of these Terms and Conditions, and matters not provided for in these Terms and Conditions shall be governed by laws, regulations or generally established customs.
- 2 Notwithstanding the provisions of the preceding paragraph, if the Hotel concludes a special contract to the extent not inconsistent with laws, regulations and customs, such special contract shall prevail.

(Application for Accommodation)

- Article 2 A person who wishes to make an application for an accommodation contract with the Hotel shall inform the Hotel of the following matters.
- (1) Name of the guest(s)
 - (2) Contact information of guest(s)
 - (3) Date of accommodation and estimated time of arrival
 - (4) Accommodation charges (based, in principle, on the Basic Accommodation)
 - (5) Other matters deemed necessary by the Hotel
- 2 When the Hotel requests submission of an accommodation list containing the name, address, contact information, etc. of the guest, the person who has made an application for an accommodation contract shall submit it immediately, even after the establishment of the accommodation contract.
- 3 If a guest requests to continue his/her stay beyond the date of accommodation referred to in Paragraph 1, Item 3 during his/her stay, the Hotel shall process the request as an application for a new accommodation contract made at the time when the request is made.
- 4 When applying for an accommodation contract, a guest who requires special consideration shall inform the Hotel at the time of applying for the contract. In such case, the Hotel shall respond to the extent possible.
- 5 The expenses required for special measures taken by the Hotel for the guest based on the request referred to in the preceding paragraph shall be borne by the guest.

(Establishment, etc. of Accommodation Contracts)

- Article 3 The Terms and Conditions for Accommodation Contracts shall be established when
- 2 If the Hotel presents the wrong accommodation charges on an Internet site or informs a guest of the wrong accommodation charges by telephone, and the guest makes an application for an accommodation contract based on such accommodation charges, and the Hotel has accepted it, if the charges are significantly lower than the accommodation charges for the dates before or after it, the accommodation contract may be rescinded because it is an acceptance by mistake under the Civil Code unless the reason for the low rate such as "limited," "special," or "campaign" is indicated or informed.
 - 3 The Hotel may call the contact number provided by the guest to confirm the reservation on any day prior to the scheduled date of accommodation.
 - 4 When an accommodation contract is concluded pursuant to the provisions of Paragraph 1, the Hotel may request that the deposit specified by the Hotel up to the basic accommodation charges for the accommodation period (three days if the accommodation period exceeds three days) be paid by the date specified by the Hotel.

- 5 The deposit shall be first used for the accommodation charges finally payable by the guest, and in the event that the provisions of Article 6 and Article 18 are applied, the deposit shall be appropriated in the order of cancellation charges and then damages, and any remaining amount shall be returned upon payment of the charges pursuant to the provisions of Article 12.
- 6 If the deposit referred to in Paragraph 4 is not paid by the date designated by the Hotel pursuant to the provisions of the same paragraph, the accommodation contract shall cease to be effective. However, this shall apply only in the case where the Hotel designates the due date of the deposit and notifies the guest to the effect.
- 7 The Hotel may request the guest the settlement of accommodation charges at the time of his/her check-in, and may request the guest who stays for two or more nights in a row the settlement of accommodation charges, at any time, for the portion he/she has already stayed.

(Refusal to Conclude an Accommodation Contracts)

Article 4 The Hotel may not accept the conclusion of an accommodation contract:

- (1) if the application for accommodation does not comply with these terms and conditions;
- (2) if there is no room for a guest(s) due to full occupancy;
- (3) if it is found that the person who intends to stay is likely to engage in an act contrary to the provisions of laws and regulations, public order, or morals, in connection with the stay;
- (4) if it is found that the person who intends to stay is likely to disturb the peaceful order at the Hotel, such as repeatedly lodging complaints or requests at the Hotel without reasonable grounds;
- (5) if the person who intends to stay is found to fall under any of the following (a) through (c):
 - (a) an organized crime group prescribed in Article 2, item (ii) of the Act to Prevent Unjust Acts by Organized Crime Group Members (Act No. 77 of 1991) (hereinafter referred to as "Organized Crime Group"), an Organized Crime Group member prescribed in Article 2, item (vi) of the same article (hereinafter referred to as "Organized Crime Group Member"), an associate member of an Organized Crime Group, a person affiliated with an Organized Crime Group, or any other anti-social force;
 - (b) if an Organized Crime Group or an Organized Crime Group Member is a corporation or any other organization that controls its business activities;
 - (c) a corporation whose officers include a person who falls under the category of an Organized Crime Group Member;
- (6) if the person who intends to stay has said or done anything that causes significant disturbance to other guests;
- (7) if the person who intends to stay is a patient, etc. with a specified infectious disease prescribed in Article 4-2, Paragraph 1, Item (ii) of the Hotel Business Act (hereinafter referred to as Patient, etc. with Specified Infectious Disease);
- (8) if a violent demanding act is committed in connection with the stay;
- (9) if the accommodation cannot be provided due to a natural disaster, failure of the facility, shortage of personnel, or any other unavoidable reason;
- (10) if the person who intends to stay falls under Article 5, Paragraph 1, item (iii) of the Hotel Business Act;
- (11) if the person who has applied for accommodation has made an application while concealing his/her own commercial purpose;

(12) if the Hotel has determined that it is obliged to close its business under laws and regulations or in effect due to an order, instruction or recommendation, etc. of a public agency;

(13) if the Hotel has no extra physical or human resources to take measures to prevent infection as required under laws and regulations or in effect by order, direction or recommendation, etc. of a public agency with regard to a guest, etc. who has a fever or coughs;

(14) if the case falls under the case prescribed in Article 5, item (iii) of the Ordinance of Kagoshima Prefecture.

(Request for Cooperation in Infection Prevention Measures)

Article 5 The Hotel may request the cooperation necessary for preventing the transmission of specified infectious diseases from persons who intend to stay in accordance with the provisions of Article 4-2 of the Hotel Business Act.

- 2 The person who intends to stay may not refuse the request for cooperation referred to in the preceding paragraph unless he/she has justifiable grounds, and if he/she does not respond to the request for cooperation referred to in the preceding paragraph without justifiable grounds and later falls under the category of a Patient, etc. with Specified Infectious Disease, such person shall bear all damages to the Hotel, such as expenses required for carrying out infection prevention measures such as disinfection of the facilities which have become necessary due to such person's use, and lost profits due to the facilities which have become unavailable during that period.

(Right to Cancel Accommodation Contracts by the Guest)

Article 6 The guest may cancel the accommodation contract in whole or in part at any time by paying the cancellation charge set out in Appendix 2 to the Hotel.

- 2 If a guest does not contact us and does not arrive before 8:00 P.M. (If the estimated time of arrival is specified in advance, the time at which two hours have elapsed from such time) on the day of arrival, the Hotel may process it by deeming the accommodation contract be cancelled by the guest. In that case, the Hotel shall receive the cancellation charges listed in Appended Table 2.

(Right to Cancel Accommodation Contracts by the Hotel)

Article 7 The Hotel may cancel the accommodation contract:

- (1) if it is found that a guest is likely to engage in an act contrary to the provisions of laws and regulations, public order, or morals, or when it is found that the guest has engaged in the same act, in connection with the stay;
- (2) if the guest falls under Article 5, Paragraph 1, item (iii) of the Hotel Business Act;
- (3) if the guest is a Patient, etc. with Specified Infectious Disease;
- (4) if it is found that the guest falls under any of the following (a) through (c):
 - (a) an Organized Crime Group, an Organized Crime Group Member, an associate member of an Organized Crime Group, a person affiliated with an Organized Crime Group, or any other anti-social force;
 - (b) if an Organized Crime Group or an Organized Crime Group Member is a corporation or any other organization that controls its business activities;
 - (c) a corporation whose officers include a person who falls under the category of an Organized Crime Group Member;
- (5) if the guest has said or done something that causes significant disturbance to other guests;
- (6) if a violent demanding act is committed in connection with the stay;
- (7) if the accommodation cannot be provided due to a cause arising from force majeure such as a natural disaster;

(8) if the case falls under the case prescribed in Article 5, item (iii) of the Ordinance of Kagoshima Prefecture;

(9) smoking in a guest room or outside a smoking area, mischievous use of fire fighting equipment, etc., or failure to comply with other prohibitions of the House Regulations established by the Hotel;

(10) if any matter specified in the provisions of Article 4 (11) is found after the establishment of the accommodation contract;

(11) if the person who has applied for accommodation does not immediately respond to the Hotel's request under Article 2, Paragraph 2;

(12) if the Hotel has determined that it is obliged to close its business under laws and regulations or in effect due to an order, instruction or recommendation, etc. of a public agency;

(13) if the Hotel has no extra physical or human resources to take measures to prevent infection as required under laws and regulations or in effect by order, direction or recommendation, etc. of a public agency with regard to a guest, etc. who has a fever or coughs;

(14) if there is an act in violation of the accommodation contract and such act is not corrected despite a request for correction.

- 2 If the Hotel cancels the accommodation contract based on the provisions of the preceding paragraph, the Hotel will not charge for the accommodation services, etc. that the guest has not yet received. However, if the reason is that the guest's act during the stay falls under the grounds for cancellation, the Hotel may ask the guest to pay the charges for the accommodation services, etc. that have not yet been provided as a penalty.

(Registration)

Article 8 The guest shall register the following matters at the Hotel's front desk on the day of arrival.

(1) Name, age, sex, address and contact information of the guest

(2) In the case of a foreign national, the nationality, passport number, place and date of entry to Japan

(3) Departure date and estimated time of departure

(4) Other matters deemed necessary by the Hotel

- 2 If a guest intends to pay the charges referred to in Article 12 by a method alternative to Japanese currency, such as a traveler's checks, coupons and credit cards, the guest may be asked to present them at the time of registration referred to in the preceding paragraph in advance.

(Hours of Use of Guest Rooms)

Article 9 Guests may use the rooms at the Hotel from 3:00 P.M. to 10:00 A.M. on the following day. However, if the guest stays two or more nights in a row, the guest may use it all day except for the arrival and departure dates.

- 2 Notwithstanding the provisions of the preceding paragraph, the Hotel may accept the use outside the hours specified in the same paragraph. In this case, the guest shall be charged the following additional charges.

(1) 30% of the room rate for up to 3 hours in excess

(2) 60% of the room rate for up to 6 hours in excess

(3) 100% of the room rate for 6 or more hours in excess

- 3 The amount equivalent to the room rate referred to in the preceding paragraph shall be 70% of the basic accommodation charges (per night with two meals).

(Compliance with House Regulations)

Article 10 Guests are asked at the Hotel to follow the House Regulations set by the Hotel and posted inside the hotel.

(Business Hours)

Article 11 The business hours of the main facilities of the Hotel are as follows, and the detailed business hours of other facilities are shown in the pamphlet provided, the notice in various places, the service directory in the guest room, etc.

(1) Service hours of front desk, cashier's desk, etc.

(a). Closing time of main entrance: 24 hours

(b). Front desk service: from 7:00 A.M. to 10:00 P.M.

(2) Food, beverage and service hours

(a). Breakfast: from 7:00 A.M. to 9:00 A.M.

(b). Dinner: from 6:00 P.M. to 9:30 P.M.

(3) Other service facility hours

Shop: from 7:30 A.M. to 10:00 P.M.

Daiyokuden Shoun bath: from 5:00 A.M. to 3:00 P.M.

from 5:30 P.M. to 1:00 A.M.

Genroku bath, open-air bath and sauna:

from 5:30 A.M. to 9:30 A.M.

from 3:00 P.M. to 0:00 A.M.

Sunamushi onsen: from 6:00 A.M. to 8:30 A.M.

from 3:30 P.M. to 10:00 P.M.

- 2 The hours referred to in the preceding paragraph may be temporarily changed if necessary and unavoidable. In that case, the Hotel shall notify the guest in an appropriate manner.

(Payment of Charges)

Article 12 The breakdown of the accommodation charges, etc. payable by a guest is as listed in Appended Table 1.

- 2 Payment of the accommodation charges, etc. referred to in the preceding paragraph shall be made at the front desk at the time of departure of the guest or when requested by the Hotel, using Japanese currency or other alternative methods such as traveler's checks, coupons and credit cards approved by the Hotel.
- 3 If a guest does not stay voluntarily after the Hotel provides the guest room and makes it available for use, the guest shall still be charged the accommodation charges.

(Liability of the Hotel)

Article 13 The Hotel shall compensate for any damage caused to the guest in the performance of the Accommodation Contract and contracts related thereto or due to the failure of performance thereof. However, this does not apply if the cause is not attributable to the Hotel.

- 2 The Hotel is covered by Hotel Liability Insurance in order to deal with unexpected fire and/or other disasters.

(Handling when Contracted Guest Rooms Cannot be Provided)

Article 14 In the event that the Hotel cannot provide a guest with the room contracted for, it shall, with the guest's consent, arrange another accommodation under the same conditions to the extent possible.

- 2 Notwithstanding the provisions of the preceding paragraph, if the Hotel cannot arrange another accommodation, it shall pay a compensation fee equivalent to the cancellation charge to the guest and appropriate the compensation fee to the amount of damages. However, if the Hotel cannot provide the room due to a cause not attributable to the Hotel, it will not pay a compensation fee.

(Handling of Deposited Articles)

Article 15 If any damage, such as loss or damage, is caused to goods, cash or valuables left by guests at the front desk, the Hotel shall compensate for such damage, except in the case of force majeure. However, with regard to cash and valuables, if the Hotel requests the declaration on their type and value and the guest fails to do so, the Hotel shall compensate for the damages up to 600,000 yen, except where such damage was caused intentionally or by gross negligence on the part of the Hotel.

- 2 The Hotel will not accept cash of 600,000 yen or more or goods of 600,000 yen or more in market value.
- 3 If any damage, such as loss or damage, is caused intentionally or by negligence on the part of the Hotel with respect to goods, cash or valuables that the guest has brought into the Hotel and has not left at the front desk, the Hotel shall compensate for such damage. However, with regard to those on which no declaration on their type and value is made by the guest in advance, the Hotel shall compensate for the damages up to 300,000 yen, except where such damage was caused intentionally or by gross negligence on the part of the Hotel.
- 4 Even if the Hotel is liable for damages under paragraphs 1 and 3, it shall not be liable for the following goods:
 - (1) manuscripts, design documents, designs, books, and other documents equivalent thereto (including data recorded on recording media that can be processed directly by information devices (peripheral devices such as computers and their terminals) such as magnetic tapes, magnetic disks, CD-ROMs, and optical disks)

(Storage of Baggage or Personal Effects of Guests)

Article 16 If a guest's baggage arrives at the Hotel prior to his/her stay, it shall be responsibly stored only if the Hotel has given consent prior to its arrival, and be handed over to the guest upon the guest's check-in at the front desk.

- 2 After the guest has checked out, if the guest's baggage or personal effects are left at the Hotel and there is no instruction by the owner, they shall be stored for three months including the date of discovery. The Hotel may at the Hotel's discretion dispose of the items that the Hotel considers to have been disposed of.
- 3 In the case of the preceding two paragraphs, the Hotel's liability for the storage of the guest's baggage or personal effects shall be governed by the provisions of paragraph 1 of the preceding article in the case of paragraph 1, and by the provisions of paragraph 3 of the same article in the case of the preceding paragraph.

(Liability in Regard to Parking)

Article 17 If a guest uses the Hotel's parking lot, whether the vehicle keys are deposited or not, the Hotel simply rents the space and shall not be liable for the custody of the vehicle. However, if the Hotel intentionally or negligently causes damage in the management of the parking lot, it shall be liable for compensation.

(Liability of the Guest)

Article 18 If the Hotel suffers damage caused intentionally or by negligence on the part of a guest, the guest shall compensate the Hotel for the damage.

- 2 In order to receive the accommodation services under the accommodation contract smoothly, if the guest recognizes that the accommodation services that are different from the contents of the accommodation contract are provided, the guest shall promptly notify the Hotel to the effect at the Hotel.

(Jurisdictional Courts and Governing Law)

Article 19 Any dispute concerning accommodation contracts between the Hotel and guests shall be governed by laws of Japan, and the district court or summary court having jurisdiction over the location of the Hotel shall be the court with exclusive jurisdiction.

Supplementary Provisions

Article 1 On September 1, 2011, the Hotel established the same terms and conditions as the Model Terms and Conditions for Accommodation Contracts published by the Ministry of Land, Infrastructure, Transport and Tourism as the Terms and Conditions for Accommodation Contracts of the Hotel, which comes into effect on the same day.

Article 2 On April 1, 2024, the Hotel revised a part of the Terms and Conditions for Accommodation Contracts, which come into effect on the same day.

Appended Table 1: Breakdown of Accommodation Charges, etc. (Related to Article 2, Paragraph 1 and Article 12, Paragraph 1)

		Breakdown
Total amount payable by the guest	Accommodation charges	[1] Basic accommodation charges (room rate plus breakfast and dinner)
	Additional charges	[2] Additional food and beverage (other than breakfast and dinner) and other usage charges
	Tax	(a) Consumption tax (b) Bath tax

- Remarks
- 1 The basic accommodation charges depends on the price list posted at the front desk.
 - 2 The child charge applies to elementary school children and younger, and 70% of the adult charge shall be charged when meals and bedding are provided, 50% when children's meals and bedding are provided, and 30% when only bedding is provided. For infants of two years old or older, even if bedding and meals are not provided, a facility fee shall be charged.

Appended Table 2: Cancellation Charges (Related to Article 6, Paragraph 2)

Contracted Number of Guests Date when Cancellation of Contract is Notified	Up to 14 persons	15 to 30 persons	31 to 100 persons	101 or more persons
	No Show	100%	100%	100%
Accommodation Day	100%	100%	100%	100%
1 Day Prior to Accommodation Day	50%	50%	80%	80%
2 Day Prior to Accommodation Day	30%	30%	50%	50%
3 Day Prior to Accommodation Day	30%	30%	30%	50%
4 Day Prior to Accommodation Day		30%	30%	30%
5 Day Prior to Accommodation Day		30%	30%	30%
6 Day Prior to Accommodation Day			20%	30%
7 Day Prior to Accommodation Day			20%	30%
8 Day Prior to Accommodation Day			10%	15%
14 Day Prior to Accommodation Day			10%	15%
15 Day Prior to Accommodation Day				10%
20 Day Prior to Accommodation Day				10%
30 Day Prior to Accommodation Day				10%

Remarks:

1. The percentages signify the rate of the cancellation charges to the basic accommodation charges.
2. If the number of contracted days are shortened, the Hotel shall collect cancellation charges for one day (the first day) regardless of the number of shortened contracted days.
3. If the contract is cancelled for a part of group guests (15 persons or more persons), no cancellation charges shall be charged for the number of people equivalent to 10% (If a fraction appears, it is rounded up.) as of 10 days prior to the stay (or the day of acceptance if the application is accepted after that date).