

Terms and Conditions of Accommodation Contract

Scope of application

Article 1

- Contracts for Accommodation and related agreements to be entered into between this Ryokan and the Guest to be accommodated shall be subject to these Terms and Conditions. Any particulars not provided for herein shall be governed by laws and regulations and/or generally accepted practices.
- In the case when the Ryokan 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 Conditions.

Application for Accommodation Contracts

Article 2

- The Guest who intends to make an application for Accommodation Contract with the Ryokan shall notify the Ryokan of the following particulars:
 - Name of the Guest(s);
 - Date of accommodation and estimated time of arrival;
 - Accommodation Charges (based, in principle, on the Basic Accommodation Charges listed in the Attached table no.1) ; and
 - Other particulars deemed necessary by the Ryokan.
- In the case when the Ryokan requests the Guest to submit a guest registration form to record his/her name, address, phone number and other information the Guest who has made an application for accommodation shall promptly submit such form even after the conclusion of an Accommodation Contract.
- The Ryokan may contact the Guest for confirmation by phone on any day before the date of accommodation.
- In the case when the Guest requests, during his/her stay, extension of accommodation beyond the date in Subparagraph (2) of the preceding Paragraph, it shall be regarded as an application for a new Accommodation Contract at the time such request is made.

Conclusion of Accommodation Contracts, etc.

Article 3

- A Contract for Accommodation shall be deemed to have been concluded when the Ryokan has duly accepted the application as stipulated in the preceding Article. However, the same shall not apply when it has been proved that the Ryokan has not accepted the application.
- In the case of when an application for accommodation is made and accepted based on the incorrect Accommodation Charges offered by the Ryokan through Internet websites or by phone, if such Accommodation Charges are significantly lower than those for the days around the date of accommodation, such acceptance shall be deemed to have been made by mistake under the Civil Code unless the reason why such Accommodation Charges are significantly low is given (such as a "campaign", "limited" or "special" offer), and the Ryokan shall treat such Accommodation Contract as valid. In this regard, an announcement to that effect will be promptly made.
- When a Contract for Accommodation has been concluded in accordance with the provisions of the preceding Paragraph, the Guest shall pay an accommodation deposit set by the Ryokan within the limits of Basic Accommodation Charges covering the Guest's entire period of stay (3days when the period of stay exceeds 3 days) not later than the date specified by the Ryokan.
- The deposit shall be first used for the Total Accommodation Charges to be paid by the Guest, then secondly for the cancellation charges under Article 6 and thirdly for the reparation under Article 18 as applicable, and the remainder, if any, shall be refunded at the time of payment of the Accommodation Charges as stated in Article 12.
- When the Guest has failed to pay the deposit by the date specified by the Ryokan as stipulated in Paragraph 2, the Ryokan shall treat the Accommodation Contract as invalid. However, the same shall apply only in the case where the Guest is thus informed by the Ryokan when the period of payment of the deposit is specified.

Special Contract Requiring No Accommodation Deposit

Article 4

- Notwithstanding the provisions of Paragraph 2 of the preceding Article, the Ryokan may enter into a special contract requiring no accommodation deposit after the Contract has been concluded as stipulated in the same Paragraph.
- In the case when the Ryokan has not requested the payment of the deposit as stipulated in Paragraph 2 of the preceding Article and or has not specified the date of the payment of the deposit at the time an application for an Accommodation Contract has been accepted, it shall be treated as that the Ryokan has accepted a special contract prescribed in the preceding Paragraph.

Refusal of Accommodation Contracts

Article 5

- The Ryokan may not accept the conclusion of an Accommodation Contract under any of the following cases:
 - When the application for accommodation does not conform with the provisions of these Terms and Conditions;
 - When the Ryokan is fully booked and no room is available;
 - When the Guest seeking accommodation is deemed liable to conduct himself/herself in a manner that will contravene the laws or act against the public order or good morals in regard to his/her accommodation. In particular, when those wishing to stay are deemed to fall under any of the following (a) to (c):
 - When the Guest is deemed to be a member of or be linked to crime syndicate, organized crime group or any other such organizations
 - When the business activities of a corporation or other organization are controlled by a crime syndicate or organized crime group members
 - When a corporation is proven to employ a director who is member of an organized crime group
 2. When it seems that the guest seeking accommodation disturbs the peaceful order in the premises because of unreasonable complaints and demands.
 4. When the Guest seeking accommodation can be clearly detected as carrying an infectious disease;
 5. When the Ryokan is requested to assume an unreasonable burden in regard to his/her accommodation;
 6. When the Ryokan is unable to provide accommodation due to natural calamities, dysfunction of the facilities and/or other unavoidable causes;
 7. When the Guest seeking accommodation, owing to heavy intoxication or other reasons, is liable to cause annoyance to other guests and/or, in fact, conducts himself/herself in a disorderly manner and disturbs or annoys other guests. (When the provisions of Article 4 of the Aichi Prefectural Ordinance are applicable.)
 8. When the guest seeking accommodation is liable to constitute a nuisance to other guests because of conspicuously unclean personal appearance or clothing;
 9. When the Guest applies for accommodation, keeping dark about his/her intension to make his/her own profit.

Right to Cancel Accommodation Contracts by the Guest

Article 6

- The Guest is entitled to cancel the Accommodation Contract by so notifying the Ryokan.
- In the case when the guest has cancelled the Accommodation Contract in whole or in part (except in the case when the Ryokan has requested the payment of the deposit during the specified period as prescribed in Paragraph 2 of Article 3 and the Guest has cancelled before the payment), the Guest shall pay cancellation charges as listed in the Attached Table No.2. However, in the case when a contract as prescribed in Paragraph 1 of Article 4 has been concluded, the same shall apply only when the Guest is informed of the obligation of payment of cancellation charges in the case of cancellation by the Guest.
- In the case when the Guest does not appear by 7:00 p.m. of the accommodation date (or 2 hours after the expected time of arrival if the Ryokan is notified of it) without an advance notice, the Ryokan may regard the Accommodation Contract as being cancelled by the Guest.

Right to Cancel Accommodation Contracts by the Ryokan

Article 7

- The Ryokan may cancel the Accommodation Contract under any of the following cases:
 - When the Guest is deemed liable to conduct or have conducted himself/herself in a manner that will contravene the laws or act against the public order or good morals in regard to his/her accommodations. In particular, when the Guest is identified as an individual or group specified in Article 5, Section 3 (a), (b) and (c):
 2. When it seems that the guest seeking accommodation disturbs the peaceful order in the premises because of unreasonable complaints and demands.
 2. When the Guest can be clearly detected as carrying an infectious disease;
 3. When the Ryokan is requested to assume an unreasonable burden in regard to his/her accommodation;
 4. When the Ryokan is unable to provide accommodation due to force majeure including natural calamities;
 5. When the Guest seeking accommodation, owing to heavy intoxication or other reasons, is liable to cause annoyance to other guests and/or, in fact, conducts himself/herself in a disorderly manner and disturbs or annoys other guests. When the provisions of Article 4 of the Aichi Prefectural Ordinance are applicable;
 6. When the Guest is liable to constitute a nuisance to other guests because of conspicuously unclean personal appearance or clothing;
 7. When the Guest does not observe prohibited actions such as smoking in bed, mischief to fire-fighting facilities and other prohibitions under the Use Regulations stipulated by the Ryokan; or
 8. When the Guest applies for accommodation has not promptly agreed to the requests of the Ryokan based on Paragraph 1-2 of Article 2;
- In the case when the Ryokan has cancelled an Accommodation Contract in accordance with the preceding Paragraph (on the grounds of the preceding Paragraph (6) and (7)), the Ryokan shall not be entitled to charge the Guest for any of the accommodation services, etc. which the guest has not received yet. When the Ryokan has cancelled for other reasons, a cancellation charges for the services which the guest has not received shall be charged.

Registration

Article 8

- The Guest shall register the following particulars at the front desk of the Ryokan on the date of accommodation:
 - Name, age, sex, address and occupation of the Guest(s);
 - For non-Japanese Guests(s): nationality, passport number, port and date of entry in Japan;
 - Date and estimated time of departure; and
 - Other particulars deemed necessary by the Ryokan.
- In the case when the Guest intends to pay his/her Accommodation Charges prescribed in Article 12 by any means other than Japanese currency, such as traveler's cheques, coupons or credit cards, these credentials shall be shown in advance at the time of the registration prescribed in the preceding Paragraph.

Occupancy Hours of Guest Rooms

Article 9

- The guest is entitled to occupy the contracted guest room of the Ryokan from 3:00 p.m. to 10 a.m. the next morning. However, in the case when the guest is accommodated continuously, the guest may occupy it all day long, expect for the dates of arrival and departure.
- The Ryokan may, notwithstanding the provisions prescribed in the preceding Paragraph, permit the guest to occupy the room beyond the time prescribed in the same Paragraph, in this case, extra charges shall be paid as follows:
 - Up to 3 hours: 30% of the equivalent in the sum to the room charge
 - Up to 6 hours: 60% of the equivalent in the sum to the room charge
 - More than 6 hours: 100% of the equivalent in the sum to the room charge
- The equivalent in the sum to the room charge prescribed in the preceding Paragraph shall be 70% of the Basic Accommodation Charges.

Observance of Use Regulations

Article 10

- The guest shall observe the Use Regulations established by the Ryokan, which are posted within the premises of the Ryokan.

Business Hours

Article 11

- The business hours of the main facilities, etc. of the Ryokan are as follows, and those of other facilities, etc. shall be notified in detail by brochures as provided, notices displayed in each place, service directories in guest rooms and others:
 - Service hours of the front desk, cashier's desk, etc.
A Closing time --- None

- 8 Front Service --- 7:00 a.m. to 9:30 p.m.
 2. Service hours (at facilities) for dining, drinking, etc.
A Breakfast --- 7:00 a.m. to 9:00 a.m.
B Lunch --- 11:30 a.m. to 2:00 p.m.
C Dinner --- 5:30 p.m. to 9:00 p.m.
 3. Service hours of auxiliary facilities
Souvenir shop --- 7:00 a.m. to 9:00 p.m.
- The business hours specified in the preceding Paragraph are subject to temporary changes due to unavoidable circumstances of the Ryokan. In such cases, the guest shall be informed by appropriate means.

Payment of Accommodation Charges

Article 12

- The breakdown and the calculation method of calculation of Accommodation Charges, etc. that the Guest shall pay is as listed in the Attached Table No.1.
- Accommodation Charges, etc. as stated in the preceding Paragraph shall be paid with Japanese currency or by any means other than Japanese currency such as traveler's cheques, coupons or credit cards recognized by the Ryokan at the front desk at the time of departure of the guest or upon request by the Ryokan.
- Accommodation Charges shall be paid even if the guest voluntarily does not utilize the accommodation facilities which have been provided for him by the Ryokan and are at his disposal.

Liabilities to the Ryokan

Article 13

- The Ryokan shall compensate the guest for the damage if the Ryokan has caused such damage to the guest in the fulfillment or the non-fulfillment of the Accommodation Contract and/or related agreements. However, the same shall not apply in the case when such damage has been caused by reasons for which the Ryokan is not liable.
- Even though the Ryokan has received the "PASS MARK" (Certificate of Excellence of Fire Prevention Standard issued by the fire station), furthermore, the Ryokan is covered by the Ryokan Liability Insurance in order to deal with unexpected fire and/or other disasters.

Handling when the Ryokan is unable to provide Contracted Rooms

Article 14

- When unable to provide contracted rooms, The Ryokan shall arrange accommodation of the same standard elsewhere for the Guest insofar as practicable with the consent of the Guest.
- Notwithstanding the provisions of the preceding Paragraph, when unable to arrange other accommodation, the Ryokan shall pay the Guest a compensation money equivalent to the cancellation charges and the compensation money shall be applied to the reparations. However, when the Ryokan cannot provide accommodation due to causes for which the Ryokan is not liable, the Ryokan shall not compensate the Guest.

Handling of Deposited Articles

Article 15

- The Ryokan shall compensate the Guest for the damage when loss, breakage, or other damage is caused to the goods, cash or valuables deposited at the front desk by the Guest, except in the case when this has occurred due to causes of force majeure. However, for cash and valuables when the Ryokan has requested the Guest to report its kind and value but the guest has failed to do so, the Ryokan shall compensate the guest within the limits of 100,000 yen.
- The Ryokan cannot keep a million yen or more in cash and/or Goods worth 500,000yen or more in today's money.
- The Ryokan shall compensate the Guest for the damage when loss, breakage or other damage is caused, through intention or negligence on the part of the Ryokan, to the goods, cash or valuables which are brought into the premises of the Ryokan by the Guest but are not deposited at the front desk or in the room's safe. However, for articles of which the kind and value have not been reported in advance by the guest, the Ryokan shall compensate the Guest within the limits of 100,000 yen.
- 2-2. Even if the Ryokan bear the liability for damages pursuant to the provisions of Paragraph 1 or 2, the Ryokan shall bear no liability for the following items:
A manuscript, a design specification, a design, an account book and any equivalent (including those things recorded in storage medium which can process directly with a magnetic tape, a magnetic disk, CD-ROM, an optical disk and other information equivalent (computer and terminals and other peripherals).

Custody of Baggage and or Belongings of the Guest

Article 16

- When the baggage of the guest is brought into the Ryokan before his/her arrival, the Ryokan shall be liable to keep it only in the case where such a request has been accepted by the Ryokan. The baggage shall be handed over to the guest at the front desk at the time of his/her check-in.
- When the baggage or belongings of the guest are found left after his/her check-out, and the ownership of the article is confirmed, the Ryokan shall inform the owner of the article left and ask for further instructions. When no instruction is given to the Ryokan by the owner or when the ownership is not confirmed, the Ryokan shall keep the article for 7 days including the day it is found, and after this period, the Ryokan shall turn it over to the nearest police station.
- The Ryokan's liability in regard to the custody of the guest's baggage or belongings in the case of the preceding two Paragraphs shall be assumed in accordance with the provisions of Paragraph 1 of the preceding Article in the case of Paragraph 1, and with the provisions of Paragraph 2 of the same Article in the case of Paragraph 2.

Liability in regard to Parking

Article 17

- The Ryokan shall not be liable for the custody of the vehicle of the guest when the guest uses the parking lot within the premises of the Ryokan, as it shall be regarded that the Ryokan simply offers the space for parking, whether the key of the vehicle has been deposited with the Ryokan or not. However, the Ryokan shall compensate the guest for the damage caused through intention or negligence on the part of the Ryokan in regard to the management of the parking lot.

Liability of the Guest

Article 18

- The Guest shall compensate the Ryokan for the damage caused through intention or negligence on the part of the Guest.
- 1-2. In case the Guest notice that Accommodation Services that differ from the contents of Accommodation Contract have been provided, the guest shall promptly notify the Ryokan of that effect.
- Any dispute relating to the Accommodation Contract between the Ryokan and the Guest shall be governed by Japanese Laws and shall be referred to the district court having jurisdiction over the location of the Ryokan.

Additional Provisions

Article 1

- The Ryokan established the same provisions for Accommodation Contract that Ministry of Land, Infrastructure, Transport and Tourism announced on November 1, 2016 as the Ryokan's Terms and Conditions and enforced them on the same date.

Article 2

- The Ryokan newly established Paragraph 1-2 and 1-3 of Article 2, Paragraph 1-2 of Article 3, Subparagraph (3)-2 and (9)-1 of Article 5, Subparagraph (1)-2 and (8) of Article 7, Paragraph 1-2 and 2-2 of Article 15 and Paragraph 2 of Article 18, and partially amended Paragraph 2 of Article 6 and Paragraph 2 of Article 7 on May 30th, 2016, and enforced them on the same date.

Attached Table No.1

Calculation method for Accommodation Charges for Ryokan (Ref. Paragraph 1 of Article 2 and Paragraph 1 of Article 12)

| | | Contents | |
|--------------------------------------|-----------------------|---|--|
| Total Amount to be paid by the Guest | Accommodation Charges | ①Basic Accommodation Charge (Room Charge + Breakfast and Dinner) ②Service Charge (①×10%) | |
| | Extra Charges | ③Extra Meals & Drinks (other than Breakfast and Dinner) and Other Expenses ④Service Charge (③×10%) | |
| | Taxes | a. Consumption Tax b. Hot Spring Tax | |

- Basic Accommodation Charges is based on the tariffs, which are posted at the front desk.
- A child charge applies to elementary school children (up to 12 years of age) and under. 70% of the adult charge shall be required when meals and bedding comparable to those for the adult are provided to such children. 50% shall be required when meals and bedding for children are provided and 30% when only bedding for children is provided. For an infant (2 years of age or older) to whom meals and bedding are not provided, 2,100yen shall be charged.

Attached Table No.2

Cancellation Charge for Ryokan (Ref. Paragraph 2 of Article 6)

| Date when Cancellation of Contract is Notified | Prior to Accommodation Day | | | | | | | | | | | |
|--|----------------------------|--------------------|-------|--------|--------|--------|--------|--------|--------|---------|---------|---------|
| | No Show | Ac-commodation Day | 1 Day | 2 Days | 3 Days | 5 Days | 6 Days | 7 Days | 8 Days | 14 Days | 15 Days | 30 Days |
| Contracted Number of Guests | | | | | | | | | | | | |
| 1 to 14 | 100% | 100% | 50% | 30% | 30% | | | | | | | |
| 15 to 30 | 100% | 100% | 50% | 30% | 30% | 30% | | | | | | |
| 31 to 100 | 100% | 100% | 80% | 50% | 30% | 30% | 20% | 20% | 10% | 10% | | |
| 101 and more | 100% | 100% | 80% | 50% | 50% | 50% | 30% | 30% | 15% | 15% | 10% | 10% |

- The percentages signify the rate of cancellation charge to the Basic Accommodation Charges.
- When the number of days contracted is shortened, a cancellation charge for its first day shall be paid by the guest regardless of the number of days shortened.
- When part of a group booking (for 15 persons or more) is cancelled, the cancellation charge shall not be charged for the number of persons equivalent to 10% of the number of persons booked as of 10 days prior to the occupancy (if a cancellation is accepted less than 10 days prior to the occupancy, as of the date of acceptance) with fractions counted as a whole number.

Information & Accommodation

ご利用案内 & ご宿泊約款

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