HOTEL METROPOLITAN
AKITA JR-EAST

ホテルメトロポリタン 秋田

「宿泊約款・利用規則」

Terms and Conditions for Accommodation Contract

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●Scope of Application (Article 1)

1. Contracts for accommodation and related agreements (including contracts for day use, etc., hereinafter referred to collectively as "Accommodation", "Accommodation Contracts") to be entered into between this Hotel and the Guest (refers to all guests using a guest room at the hotel) to be accommodated shall be subject to these Terms and Conditions. Any particulars not provided herein shall be governed by laws and regulations ("laws and regulations", or those based on laws and regulations. The same shall apply hereinafter) and/or generally accepted practices.

2. In the case when the Hotel has entered into a special contract with the Guest in so far as such special contract does not violate laws and regulations and generally accepted practices the special contract shall take precedence over the provisions of these Terms and Conditions, notwithstanding the preceding Paragraph.

●Application for Accommodation Contract (Article 2)

1. A Guest 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 of accommodation and estimated time of arrival
   (3) Accommodation charges (based in principle on the Basic Accommodation Charges listed in the Attached Table No.1).
   (4) Other particulars deemed necessary by the Hotel.

2. If Guests request to extend their stay, during their stay, 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)

1. A Contract for Accommodation shall be deemed to have been concluded when the Hotel has duly accepted the application as stipulated in the preceding Article. However, the same shall not apply where it has been proved that the Hotel has not accepted the application.

2. When a Contract for Accommodation has been concluded in accordance with the provisions of the preceding Paragraph, the Guest is requested to pay an accommodation deposit set by the Hotel within the limits of Basic Accommodation Charges covering the Guest's entire period of stay by the date specified by the Hotel.

3. The deposit shall be first used for the Total Accommodation Charge to be paid by the Guest, secondly for cancellation charges under Article 8 and thirdly for reparations under Article 21 as applicable. The remainder, if any, shall be refunded at the time of payment for accommodation as stated in Article 15.

4. If the Guest fails to pay the deposit by the date as stipulated in Paragraph 2, the Hotel shall treat the Accommodation Contract as invalid. However, the same shall apply only in the case where the Guest is thus informed by the Hotel when the period of Payment of the deposit is specified.

●Special Contracts Requiring No Accommodation Deposit (Article 4)

1. Notwithstanding the provisions of Paragraph 2 of the preceding Article, the Hotel may enter into a special contract requiring no accommodation deposit it after the Contract has been concluded as stipulated in the same Paragraph.

2. In the case when the Hotel has not requested payment of the deposit as stipulated in Paragraph 2 of the preceding Article and/or has not specified the date of payment of the deposit at the time the application for an Accommodation Contract has been accepted, it shall be treated as though the Hotel has accepted a special contract prescribed in the preceding Paragraph.

●Request for cooperation in infection control measures at facilities (Article 5)

The Hotel may request cooperation from the person who intends to stay at the hotel in accordance with the provisions of Article 4-2, Paragraph 1 of the Hotel Business Act (Act No. 138 of 1948).

●Refusal of Accommodation Contracts (Article 6)

The Hotel may not accept the conclusion of an Accommodation Contract under any of the following circumstances. However, this paragraph does not mean that the Hotel may refuse accommodation in cases other than those listed in Article 5 of the Hotel Business Act.

(1) When the application for accommodation does not conform with the provisions of these Terms and Conditions.
(2) When the Hotel is fully booked and there is no vacancy.
(3) When the Guest seeking accommodation is deemed liable to conduct himself/herself in a manner that will violate laws or act against the public order or good morals in regard to his/her accommodation.
(4) When the person who intends to stay at this hotel is deemed to fall under any of the following items (a) through (c).
   (a) Organized Crime Groups as defined in Article 2, Item 2 of the Act on Prevention of Unjust Acts by Organized Crime Groups (Act No.77 of 1991)(hereinafter referred to as "Organized Crime Groups"), members of organized crime groups as defined in Article 2, Item 6 of the same article (hereinafter referred to as "Member of Organized Crime Groups"), associate members of organized crime groups or persons related to organized crime groups, or other antisocial groups.
   (b) When the person is an organized crime group or a corporation or other organization whose business activities are controlled by an organized crime group or a member of an organized crime group.
   (c) A person who is a juridical person and one of its officers falls under the category of an organized crime group member.
(5) When the person is behaving in such a manner as to be an annoyance to other guests.
(6) When a person who intends to stay at this hotel is a patient, etc. of a specified infectious disease as defined in Article 4-2, Paragraph 1, Item 2 of the Hotel Business Act (hereinafter referred to as "patient, etc. of specified infectious disease").
(7) When the Guest seeking accommodation has made violent demands of, or carried out violent acts against, the Hotel or its employees, or has requested the Hotel to assume an unreasonable burden. (Excluding cases where the person seeking accommodation requests the removal of social barriers pursuant to the provisions of Article 7, Paragraph 2 or Article 8, Paragraph 2 of the Act (Act No. 65 of 2013. Hereinafter referred to as the "Act on Elimination of Discrimination against Persons with Disabilities") on Promotion of Elimination of Discrimination on the Basis of Disability.).
(8) When the person who intends to stay in the Hotel has repeatedly made a request to the Hotel as specified in Article 5-6 of the Enforcement Regulations of the Hotel Business Act as a request whose burden is excessive in its implementation and which may seriously impede the provision of accommodation-related services to other guests.
(9) When the Hotel is unable to provide accommodation due to natural calamities, malfunction of facilities and/or other unavoidable causes.
(10) When the case falls under the provisions of Article 6 of Akita Prefecture Hotel Business Law Enforcement Ordinance.

●Explanation of refusal to conclude a contract of accommodation (Article 7)

The person who intends to stay may request the Hotel to explain the reasons for its refusal to enter into a contract of accommodation in accordance with the preceding article.

●Right to Cancel Accommodation Contracts by the Guest (Article 8)

1. The guest is entitled to cancel the Accommodation Contract by notifying the Hotel.

2. If the Guest has cancelled the Accommodation Contract in whole or in part due to causes for which the Guest is liable (except in the case when the Hotel has requested payment of the deposit during the specified period as prescribed in Paragraph 2 of Article 3 and the Guest has cancelled before payment), the Guest shall pay cancellation charges as listed in the Attached Table No.2. However, in the case when a special 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 case of cancellation by the Guest.

3. If the Guest does not appear by 8pm. of the accommodation date (without advance notice hours after the expected time of arrival if the Hotel is notified), the Hotel may regard the Accommodation Contract as being cancelled by the Guest.

●Right to Cancel Accommodation Contract by the Hotel (Article 9)

The Hotel may cancel the Accommodation Contract under any of the following circumstances. However, this paragraph does not mean that this hotel may refuse accommodation in cases other than those listed in Article 5 of the Hotel Business Act.

(1) When the Guest is deemed liable for conduct and/or has conducted himself/herself in a manner that will violate laws or act against the public order and good morals in regard to his/her accommodation.
(2) When it is recognized that the Guest falls under any of the following items (a) through (c).
(a) When the Guest is a crime group, a member of a crime group, a quasi-constituent of a crime group, or a person related to a crime group, or any other antisocial group.
(b) When the Guest is a juridical person or other organization whose business activities are controlled by a crime group or a member of a crime group.
(c) When the Guest seeking accommodation is a corporation which any of directors are proven to be a member of an organized crime group.
(3) When the Guest is behaving in such a manner as to be an annoyance to other guests.
(4) When the Guest is a patient, etc. of specified infectious disease.
(5) When the Guest who intends to stay at the accommodation commits a violent demand act or asks for a burden exceeding a reasonable range with regard to the accommodation (except when the guest requests the removal of social barriers as provided in Article 7, paragraph 2 or Article 8, paragraph 2 of the Act on Elimination of Discrimination against Persons with Disabilities).
(6) When the Guest repeatedly makes a request to this hotel that is so burdensome in its implementation that it may seriously impede the provision of accommodation-related services to other guests, as specified in the Article 5-6 of the Enforcement Regulations of the Hotel Business Act.
(7) When the Hotel is unable to provide accommodation due to natural calamities and/or other causes of force majeure.
(8) When the case falls under the provisions of Article 6 of Akita Prefecture Hotel Business Law Enforcement Ordinance.
(9) When the Guest does not observe prohibited actions such as smoking in bed, tampers with firefighting facilities and otherwise breaches Hotel Regulations stipulated by the Hotel (restricted to particulars deemed necessary in order to avoid causing fires).

2. If the Hotel has cancelled the Accommodation Contract in accordance with the preceding Paragraph, the Hotel may exempt the Guest from charges for any accommodation services, etc. not yet received.

●Explanation of Cancellation of Accommodation Contract (Article 10)

In the event that the Hotel cancels the accommodation contract in accordance with the preceding article, the Guest may request an explanation of the reasons for such cancellation.

●Registration (Article 11)

1. The Guest shall register the following particulars the Front Desk of the Hotel on the day of accommodation:
(1) Name, address, and contact information of the Guest(s).
(2) Nationality and passport number for foreigners who do not have a domicile in Japan.
(3) Other particulars deemed necessary by the Hotel.

2. In the case when the Guest intends to make payment of the charges in accordance with Article 15 by any means other than Japanese currency, such as traveler's checks, coupons, credit cards, etc., these credentials shall be shown in advance at the time of registration in accordance with the preceding paragraph.

●Occupancy Hours of Guest Rooms (Article 12)

1. The Guest is entitled to occupy the contracted guest room of the Hotel from 3 p.m. to 11 a.m. of the next day, if not otherwise specified in the special contract. However, in the case when the Guest is accommodated continuously, the Guest may occupy it all day long, except for the days of arrival and departure. Guest may be asked to wait after 3 p.m. to occupy the contracted guest room in inevitable cases such as guest room maintenance etc.

2. The Hotel may, notwithstanding the provisions stipulated in the preceding paragraph, permit the Guest to use the room past the checkout time. In such cases, an extra charge shall apply. The charge will vary depending on room type and length of extension. Inquire with the Front Desk for details.

3. The Hotel may change the hours of occupancy of Paragraph 1 for unavoidable reasons. In that case, the Hotel will notify the Guest in an appropriate way.

●Observance of Hotel Regulations (Article 13)

The Guest shall observe the Hotel Regulations established by the Hotel. Hotel Regulations are posted within the premises of the Hotel.

●Business Hours (Article 14)

The business hours of the main facilities, etc. of the Hotel shall be notified in notices displayed in the Hotel premises, in guest rooms and others. These hours are subject to temporary changes due to unavoidable causes of the Hotel. In such a case, the Guest shall be informed by appropriate means.

●Payment of Accommodation Charges (Article 15)

1. The explanation of accommodation charges, etc. that the Guest shall pay is as listed in the Attached Table No.1.

2. Accommodation charges, etc. as stated in the preceding Paragraph shall be paid at Front Desk at the time of the Guest's departure or upon request by the Hotel in Japanese currency. Other means acceptable to the Hotel are traveler's checks, coupons and credit cards. However, if special circumstances occur, they will be considered separately.

3. Accommodation charges shall be paid even if the Guest voluntarily does not utilize the accommodation facilities provided for him/her by the Hotel.

●Liabilities of the Hotel (Article 16)

1. The Hotel shall compensate the Guest for damage if the Hotel has caused such damage to the Guest in the fulfillment or the nonfulfillment of the Accommodation Contract and/or related agreements. However, the same shall not apply in cases where such damage has been caused due to reasons for which the Hotel is not liable.

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

●Handling when Unable to Provide Contracted Rooms (Article 17)

1. The Hotel shall, when unable to provide contracted rooms, arrange accommodation of the same standard elsewhere for the Guest insofar as practicable with the consent of the Guest.

2. When arrangement of other accommodation cannot be made, notwithstanding the provisions of the preceding Paragraph, the Hotel shall pay the Guest a compensation fee equivalent to the cancellation charges and the compensation fee shall be applied to reparations. However, when the Hotel cannot provide accommodation due to causes for which the Hotel is not liable, the Hotel will not compensate the Guest.

●Handling of Deposited Articles (Article 18)

1. The Hotel shall compensate the Guest for damages when loss, breakage, or other damage occurs to goods, cash, or valuables deposited at the Front Desk by the Guest, except in the case when such damage is caused by force majeure. However, for cash and valuables, when the Hotel has requested the Guest for an appraisal of the value and the Guest has failed to do so, the Hotel shall compensate the Guest up to a maximum of 150,000 yen.
2. The Hotel shall compensate the Guest for damages when loss, breakage or other damage is caused, through intent or negligence on the part of the Hotel, to the goods, cash or valuables brought onto the premises of the Hotel by the Guest but are not deposited at the Front Desk. However, in the event that the type and value of the guest's property or cash and valuables have not been disclosed in advance, this hotel shall compensate for damages up to 150,000 yen, except in the case of intent or gross negligence on the part of the Hotel.

●Custody of Baggage and/or Belongings of Guest (Article 19)

1. When the baggage of the Guest is brought into the Hotel before his/her arrival, the Hotel shall be liable to store it only in the case when such a request has been accepted from the Hotel. The baggage shall be handed over to the Guest at the Front Desk at the time of his/her check-in.

2. If a guest leaves behind baggage or belongings after checking out, in principle, the Hotel will wait for them to make an inquiry and ask for their instructions. If the Guest does not make an inquiry or provide instructions, the Hotel will discard the baggage or belongings after 7 days from detection (the day following of detection in the case of food and umbrella).

3. The Hotel's liability in regards to the custody of the Guest's baggage and belongings in the case of the preceding two paragraph shall be 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 20)

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, whether the key of the vehicle has been deposited to the Hotel or not. However, the Hotel shall compensate the Guest for damage caused through intent or negligence on the part of the Hotel in regards to the management of the parking lot.

●Liability of the Guest (Article 21)

The Guest shall compensate the Hotel for damage caused through intent or negligence on part of the Guest.

●Legal Disclaimer (Article 22)

The Guests use computer communications from within the Hotel at their own risk. The Hotel will not be liable for any damage suffered by a user as a result of service being interrupted due to a system failure or other reason while Guests are using computer communication. In addition, if any damage is caused to the Hotel or a third party due to an act that the Hotel judges to be inappropriate in the use of computer communications, the Guest will provide compensation for that damage.

●Governing Law (Article 23)

Any and all disputes arising under these Terms and Conditions will be resolved in accordance with Japanese law in the Japanese court with jurisdiction over the location of the Hotel.

●Governing Language (Article 24)

These Terms and Conditions have been provided in both Japanese and English. If there is any discrepancy between the Japanese version and English version, the Japanese version will take precedence.

●Changes to Terms and Conditions (Article 25)

If any of the following occur, the Hotel may change these Terms and Conditions by posting the changed content and the date any such changes will come into effect on the Hotel website. Further, when necessary, the Hotel may use other appropriate means to notify Guests, etc.

(1) When changes are in the general interest of Guests.
(2) When changes do not contravene the objective of transaction related to these Terms and Conditions, and when said changes are reasonable based on their necessity, the suitability of content following the changes and any other circumstances related to the changes.

Attached Table No.1 Calculation Method for Accommodation Charges (Ref. Paragraph 1 of Article 2 and Paragraph 1 of Article 12)

		Contents
Total amount to be paid by the Guest	Accommodation Charges	(1) Basic Accommodation Charge (Room charge including breakfast and other food and beverage expenses) (2) Service charge ((1) x 10%)
	Extra Charges	(3) Additional food and beverages (excluding those included in (1)) (4) Service charge ((3) x 10%)
	Taxes	Consumption tax

Remarks :
If the tax law is amended, the amended provisions shall apply.

Attached Table No.2 Cancellation Charges for Hotel (Ref. Paragraph 2 of Article 6)

Contracted Number of Guests \ Date when Cancellation of Contract is Noticed		No show	Accommodation day	1 Day Prior to Accommodation Day	2 - 10 Days Prior to Accommodation Day	11 - 20 Days Prior to Accommodation Day	21 - 30 Days Prior to Accommodation Day
Individual	to 9	100%	100%	50%			
Group	10 to 49	100%	100%	50%	20%		
	50 to 99	100%	100%	80%	30%	20%	
	100 or more	100%	100%	100%	50%	30%	20%

Remarks :

(1) The percentage is the percentage of the Penalty against the Accommodation Charge.

(2) In the case of that the number of days for accommodation has been reduced, Penalty for One Day (first day) shall be charged, regardless of the number of days reduced.

(3) In the case that the Accommodation Contract has been cancelled for a part of the Group (consisting of 10 members or more), the Penalty changed shall be for the number of the Group members equal to 10% (a fraction to be evened up) of the total number of the Group members booked for accommodation as of 10 days prior to the first day of occupancy (or the day when the Accommodation Contract has been accepted in less than 10 days prior to the first day of occupancy).

(4) For incidental fees upon summed with the amount calculated on the basis of calculation in Attached Table No.2 and the amount calculated on the basis of calculation of cancellation policy of Banquet and Business partners of the Hotel.

Hotel Regulations

To ensure that Hotel Guests have pleasant and safe stay, every guest is requested to observe and comply with this Hotel Regulations which have been established in accordance with Article 13 of the Terms and Conditions for Accommodation Contract. A Guest who does not comply with the House Regulations may not be permitted to use the Hotel facilities and/or stay.

1. Using heating apparatus, cooking appliances that generates heat at hallway and in your room is prohibited.

2. Please smoke only in designated area.

3. Please do not bring onto the premises of the Hotel any of the following :
 (1) Animals, birds and pets of any kind; (except assistance dogs (dogs that provide assistance to persons with disabilities));
 (2) Item emitting a foul odor;
 (3) Flammable oils or other explosive or flammables;
 (4) Firearms, swords, drugs or other articles, possession of which is prohibited by the laws of Japan;
 (5) Significantly large quantities of items.

4. Gambling or other acts which are contrary to good morals or which cause an annoyance to other staying guests are strictly prohibited.

5. Kindly refrain from inviting visitors into your guest room and letting them use equipment and fixture of the room.

6. Please do not use the guest room and the lobby for any purpose such as for business activities (exhibitions and others).

7. Please refrain from using your room for purpose other than lodging.

8. Distribution of advertisements to other guests on the premises of the Hotel is prohibited.

9. Ordering meals and drinks to be delivered from outside or bringing in meals and drinks in to the Hotel is not permitted.

10. Kindly refrain from going out of your guest room wearing night clothes and slippers.

11. Any items discovered to have been left behind by a Guest shall be held in safe keeping by the Hotel for 7 days. Liability of the Hotel with respect to custody of left property shall be in accordance with Article 19, Paragraph 2 of the Terms and Conditions of Accommodation Contract.

12. Equipment and fixture of the Hotel / in the guest room :
 (1) Please do not use the Hotel equipment and fixture for purposes other than their correct use and permitted by the Hotel;
 (2) Please do not take the equipment and fixture out of the Hotel or move them to another location within the Hotel;
 (3) Attaching foreign materials to the Hotel equipment and fixture or any of alternation of them are prohibited.

13. In these following cases, the Hotel immediately refuse to allow the Guest to use / stay :
 (1) If any act or behavior that uses violence, threats, blackmail or intimidating acts against the Hotel and/or its employees, etc is observed;
 (2) If person who is unable to secure his/her own safety due to loss of self caused by mental or physical exhaustion, drugs, alcohol consumption, also who is deemed to be a danger, threat to cause fear or anxiety to other guests;
 (3) If any act in the room and/or on the Hotel premises that disturb the comfort of other guests by making noise, loudness and offensive manner, and if act that engage in illegal activities such as gambling or betting.
 ※ If any similar act or behavior is observed, the Hotel shall refuse to allow the Guest to use / stay.

14. In these following cases, the Hotel charge the cost separately from the accommodation fee :
 (1) If any damages to the Hotel's property caused by the Guest and/or steal its property is observed;
 (2) If special room cleaning required due to eating, drinking, vomiting and filth;
 (3) If smoke other than the designated are within the premises is observed.

Hotel Information

●Check-out
Check-out time is 11 a.m.
If you plan to extend your stay, please contact Front Desk for details and availability

●Emergency Exit
Please review the emergency exit instructions posted on the wall of the room entrance and locate the emergency exits on your floor

●Information
For any special requests, please dial 10 (Front Desk)

●Room Key / Door Lock
The room door locks automatically. Please be sure to lock the door and use the door guard for your security.

●Valuables
Please use the safe in your room for your valuables.

●Make a Phone Call
To make a call, please dial 0 and then the telephone number you desire. Please refer to "Dial Information".

●Wake-up Call
You may either set the alarm clock in your room or set your automatic by telephone. For details, please refer to "Dial Information".

●Coin Laundry (Self-service Laundry)
Located at North Wing 1st floor, open 24 hours

●Laundry Service
Please bring and order your laundry to Front Desk until 10 a.m. Laundry bag and order sheet are in the drawer.

●Body Massage
Business hour is 10 a.m. - 10 p.m. For details and to request a massage, please contact Front Desk or dial 10

●Service Charge
10% service charge is added to all bills. You are cordially requested not to tip any Hotel employees.