

# Terms of Stay

## 【Scope of these Terms of Stay】

- Article 1 1. The terms of stay concluded between Hotel Taisetsu and the guest, along with related agreements, are stated within these terms. Items not stated herein shall be determined by laws and regulations (meaning laws and regulations or those based on laws and regulations; the same shall apply hereinafter) or generally established customs.  
2. If special terms arise, Hotel Taisetsu shall prioritize these over the previous clause, as long as these terms do not violate laws, regulations or customs.

## 【Conclusion of Terms of Stay】

- Article 2 1. Guests shall provide the following to Hotel Taisetsu when concluding these terms of stay.  
(1) Name of guest  
(2) Dates of stay and planned arrival time  
(3) Room charge (generally the basic room charge in Table 1)  
(4) Other items deemed necessary by Hotel Taisetsu  
2. If the guest requests to stay for longer than the dates of stay provided in Item 2 of the previous clause, Hotel Taisetsu shall process the request as a new accommodation agreement.

## 【Establishment of Accommodation Agreement, etc.】

- Article 3 1. An accommodation agreement shall be concluded when Hotel Taisetsu accepts the accommodation requests described in the previous article. This shall not apply if Hotel Taisetsu can prove that it did not accept the request.  
2. If an accommodation agreement is established according to the stipulations of the previous clause, the guest shall make an advance payment consisting of the base room rate for the duration of their stay (or three days' worth if their stay is longer than three days) by the date specified by Hotel Taisetsu.  
3. The guest's final room rate shall initially be set as the advance payment. In the situations stipulated in Article 6 and 18, a penalty fee shall be set, and any outstanding money owed to the guest shall be returned when the guest pays their charges according to Article 12.  
4. If the payment stipulated in Clause 2 is not made by the date specified by Hotel Taisetsu according to the same clause, the accommodation agreement shall no longer be valid, unless Hotel Taisetsu does not state this to the guest when specifying the deadline of the advance payment.

## 【Special Conditions in Which Advance Payment Is Not Required】

- Article 4 1. In special conditions, Hotel Taisetsu may not require an advance payment after conclusion of the accommodation agreement, regardless of the stipulations in Clause 2 of the previous article.  
2. The special conditions mentioned in the previous clause shall apply if Hotel Taisetsu does not ask for the advance payment described in Clause 2 of the previous article on conclusion of the accommodation agreement (acceptance of the guest's request for accommodation), or does not specify a deadline for advance payment.

## 【Request for Cooperation in Infection Prevention Measures】

- Article 4-2 Based on provisions of Article 4-2, Paragraph 1 of the Hotel Business Act (Code 138 issued in 1948), Hotel Taisetsu may request the cooperation necessary from prospective guests.

## 【Refusal to Conclude an Accommodation Agreement】

- Article 5 Hotel Taisetsu may decide not to conclude an accommodation agreement in the following cases. However, this does not mean that Hotel Taisetsu may refuse accommodation in cases other than those listed in Article 5 of the Hotel Business Act.  
(1) Cases in which the prospective guest's accommodation request does not comply with the terms of stay.  
(2) Cases in which no rooms are available because all rooms are occupied.  
(3) Cases in which there is a clear risk that the prospective guest will engage in behavior that violates laws, ordinances, public order or common decency.  
(4) Cases in which the prospective guest is deemed to fall under any of the following (a) to (c).  
(a) A member of an organized crime group (hereinafter referred to as "organized crime group member") as defined in Article 2, Item 6 of the Law of Preventing Unreasonable Conduct by Organized Crime Groups (Code 77 issued in 1991), an organized crime group (hereinafter referred to as "organized crime group") as defined in Article 2, Item 2 of said law, an associate member of an organized crime group and persons associated with organized crime groups or any other anti-social forces.  
(b) A member of a company or other organization whose operations are controlled by an organized crime group.  
(c) A legal entity which has an officer who is a member of an organized crime group.  
(5) Cases in which the prospective guest is a patient, etc. of a specified infectious disease specified in Article 4-2, Paragraph 1, Item 2 of the Hotel Business Act.  
(6) Cases in which the prospective guest makes violent requests that will place an unreasonable burden on Hotel Taisetsu. This excludes cases where the perspective guest requests to remove social barriers pursuant to the provisions of Article 7, Paragraph 2 or Article 8, Paragraph 2 of the Act for Eliminating Discrimination against Persons with Disabilities (Code 65 issued in 2013; hereinafter referred to as "Disability Discrimination Elimination Act").  
(7) Cases in which the perspective guest repeatedly makes requests to Hotel Taisetsu that are stipulated in Article 5-6 of the Hotel Business Act Enforcement Ordinance as requests that would be an excessive burden to implement and that would seriously impede the provision of accommodation-related services to other guests.  
(8) Cases in which accommodation cannot be offered due to unavoidable circumstances such as a natural disaster or damage to the facilities.  
(9) Cases stipulated in Article 11 of the Code of Business Conduct for Hokkaido Accommodation Facilities.

## 【Explanation for Refusal to Conclude an Accommodation Agreement】

- Article 5-2 The perspective guest can request for explanation of the reason in cases Hotel Taisetsu refuses to conclude an accommodation agreement based on article above.

## 【Right of Guest to Cancel Agreement】

- Article 6 1. The guest can cancel their accommodation agreement by notifying Hotel Taisetsu.  
2. In the event of a partial or full cancellation of the contract for reasons that are the fault of the guest (in cases where an advance payment has already been made before the specified deadline as required according to the stipulations in Article 3-2), a penalty fee shall apply according to Table 2. In special conditions set by Hotel Taisetsu according to Article 4-1, a penalty fee shall only apply if Hotel Taisetsu stated on application of the special conditions that the guest would be required to pay a penalty fee when canceling the accommodation agreement.  
3. If the guest does not arrive at Hotel Taisetsu by 8:00pm on the arrival date (or 2 hours after an arrival time clearly communicated to Hotel Taisetsu in advance) without contacting Hotel Taisetsu, Hotel Taisetsu shall consider this a cancellation of the accommodation agreement by the guest and shall process the cancellation accordingly.

## 【Right of Hotel Taisetsu to Cancel Agreement】

- Article 7 1. Hotel Taisetsu may cancel the accommodation agreement in the following cases. However, this does not mean that Hotel Taisetsu may cancel accommodation in cases other than those listed in Article 5 of the Hotel Business Act.  
(1) Cases in which there is a clear risk that the guest will engage in behavior that violates laws, ordinances, public order or common decency, or has clearly done so, during the course of their stay.  
(2) Cases in which the prospective guest is deemed to fall under any of the following (a) to (c).  
(a) An organized crime group member, an organized crime group, an associate member of an organized crime group and persons associated with organized crime groups or any other anti-social forces.  
(b) A member of a company or other organization whose operations are controlled by an organized crime group.  
(c) A legal entity which has an officer who is a member of an organized crime group.  
(3) Cases in which the prospective guest is a patient, etc. of a specified infectious disease.  
(4) Cases in which the prospective guest makes violent requests that will place an unreasonable burden on Hotel Taisetsu. This excludes cases where the perspective guest requests to remove social barriers pursuant to the provisions of Article 7, Paragraph 2 or Article 8, Paragraph 2 of the Disability Discrimination Elimination Act.  
(5) Cases in which the perspective guest repeatedly makes requests to Hotel Taisetsu that are stipulated in Article 5-6 of the Hotel Business Act Enforcement Ordinance as requests that would be an excessive burden to implement and that would seriously impede the provision of accommodation-related services to other guests.  
(6) Cases in which accommodation cannot be offered due to circumstances beyond human control, such as a natural disaster.  
(7) Cases stipulated in Article 11 of the Code of Business Conduct for Hokkaido Accommodation Facilities.  
(8) Cases in which the guest smokes in bed, tampers with items such as firefighting equipment or otherwise does not comply with the prohibitions required for the purpose of fire prevention according to the terms set by Hotel Taisetsu.  
2. If Hotel Taisetsu cancels the accommodation agreement according to the stipulations in the previous clause, the guest is not required to pay for services such as accommodation that they have not received.

## 【Explanation for Cancellation of an Agreement】

- Article 7-2 The perspective guest can request for explanation of the reason in cases Hotel Taisetsu cancels an accommodation agreement based on article above.

## 【Registration for Accommodation】

- Article 8 1. The guest shall register the following information at the reception of Hotel Taisetsu on the day of their stay.  
(1) The guest's name, address and contact information  
(2) Nationality and passport number for overseas visitors who do not have address within Japan  
(3) Other information deemed necessary by Hotel Taisetsu  
2. If the guest will pay the charges described in Article 12 by non-cash methods such as traveler's checks, accommodation voucher or credit card, these must be presented at the time of the registration described in the previous clause.

## 【Usage Time of Room】

- Article 9 1. The guest may use their room in Hotel Taisetsu from 3:00pm until 11:00am the next day. When staying for multiple consecutive days, the guest may use their room for the entire duration from 3:00pm on their arrival date until 11:00am on their departure date.  
2. Hotel Taisetsu may allow guests to use their room outside the hours stipulated in the previous clause. An additional fee shall be charged in such cases.  
(1) 30% of provisional room rate for 3 additional hours  
(2) 60% of provisional room rate for 6 additional hours  
(3) 100% of provisional room rate for over 6 extra hours  
3. The "provisional room rate" mentioned in the previous clause shall be 70% of the base room rate.

## 【Compliance with Terms】

- Article 10 1. The guest shall comply with the terms stipulated by Hotel Taisetsu and displayed in the hotel during their stay at Hotel Taisetsu.

## 【Service Hours】

- Article 11 1. The service hours of Hotel Taisetsu's main facilities are as follows. Further details such as the service hours of other facilities can be found in places such as the provided pamphlet, signs around the hotel and the service directory provided in the guest's room.  
(1) Service hours for reception, cashier, etc.  
(a) Opening hours: 24 hours  
(b) Front service: 24 hours  
(2) Service hours for facility services such as meals  
(a) Breakfast: 7:00am-9:00am  
(b) Lunch: 11:30am-1:00pm  
(c) Dinner: 6:00pm-8:00pm  
(d) Other meals, etc.  
(3) Hours of other service facilities such as food and beverage facilities  
(1) Snack Bar Urban (East Wing): 7:00pm-11:00pm  
(2) Izakaya (Japanese-style Pub) Taisetsu Chaya (East Wing): 7:00pm-12:00am  
(3) Canyon Mall (East Wing): 8:00am-11:00am and 4:00pm-9:00pm  
(4) Taisetsu Bakery Café&Bar (East Wing): 8:00am-6:00pm  
2. The abovementioned hours may be changed provisionally in unavoidable circumstances. In such cases, appropriate measures will be taken to notify guests.

## 【Payment】

- Article 12 1. Table 1 indicates the breakdown and calculation method of charges to be paid by the guest, such as the room rate.  
2. The charges stipulated in the previous clause (room rate, etc.) shall be paid at reception on the guest's departure or when requested by Hotel Taisetsu. Charges may be paid in cash or by non-cash methods accepted by Hotel Taisetsu, such as traveler's checks, accommodation voucher or credit card.  
3. If the guest chooses not to stay at Hotel Taisetsu after Hotel Taisetsu makes a room available for the guest, the guest is still required to pay the room rate.

## 【Responsibilities of Hotel Taisetsu】

- Article 13 1. Hotel Taisetsu shall compensate the guest for any damage caused to the guest by Hotel Taisetsu's execution or non-execution of the accommodation agreement and any related agreements. However, this shall not apply to damages that are not the fault of Hotel Taisetsu.  
2. Hotel Taisetsu has received a certification mark from the fire department, and has accommodation operator's liability insurance in case a fire occurs.

## 【Measures Taken When the Reserved Room is Not Available】

- Article 14 1. If Hotel Taisetsu cannot provide the room reserved for the guest according to the agreement, Hotel Taisetsu shall endeavor to find a room for the guest at another hotel upon agreement from the guest.  
2. If Hotel Taisetsu cannot find another room for the guest despite the endeavors stipulated in the previous clause, Hotel Taisetsu shall pay the guest compensation equivalent to its penalty fee to cover the damages incurred. Compensation shall not be paid if Hotel Taisetsu's failure to provide a room does not result in any damages that are the fault of Hotel Taisetsu.

## 【Handling of Deposited Goods, etc.】

- Article 15 1. If the guest deposits luggage, cash or valuables at reception and the items are lost, damaged, etc., Hotel Taisetsu shall compensate the guest for the damages unless the damages were caused by circumstances beyond human control. Compensation by Hotel Taisetsu for cash and valuables shall be a maximum of 150,000 yen if the guest was requested to declare the nature and value of the item(s) by Hotel Taisetsu but did not do so.  
2. If luggage, cash or valuables that were not deposited at reception are lost or damaged as a result of actions or negligence by Hotel Taisetsu, Hotel Taisetsu shall compensate the guest for the damages. Compensation for damages shall be a maximum of 150,000 yen if the nature and value of the item(s) were not declared by the guest beforehand, failure to provide a room does not result in any damages that are the fault of Hotel Taisetsu.

## 【Storage of the Guest's Luggage and Other Belongings】

- Article 16 1. If the guest arrives at Hotel Taisetsu before the start of their stay, Hotel Taisetsu will store and be responsible for their luggage if this was agreed upon prior to the guest's arrival. The luggage shall be returned when the guest checks in at reception.  
2. If a guest leaves behind luggage or other belongings when they check out, Hotel Taisetsu shall contact the identified owner of the item(s) and ask for instructions on how to handle the matter. If there are no instructions from the owner of the item(s) or the owner cannot be identified, the item(s) shall be stored for 7 days after they are discovered and then taken to the nearest police station.  
3. Hotel Taisetsu's responsibility regarding Paragraph 1 is as described in Article 15, Paragraph 1 and responsibility regarding Paragraph 2 is as described in Article 15, Paragraph 2.

## 【Responsibility for Parking】

- Article 17 1. If the guest uses the parking area, this shall be considered a loan of the parking space by Hotel Taisetsu, and Hotel Taisetsu shall accept no responsibility for monitoring the guest's vehicle, regardless of whether the guest deposits their keys. However, Hotel Taisetsu is responsible for compensating the guest for any damages that occur as a result of actions or negligence by Hotel Taisetsu during management of the parking lot.

## 【Responsibilities of Guests】

- Article 18 The guest shall compensate Hotel Taisetsu for any damages incurred by Hotel Taisetsu as a result of actions or negligence by the guest.

## 【Languages of These Terms of Stay】

- Article 19 These Terms of Stay have been created in Japanese, English, Traditional Chinese and Korean, but the Japanese version shall take precedence over all other versions in the event of a discrepancy among versions.

## 【Jurisdiction and Governing Law】

- Article 20 Any disputes occurring as a result of these terms shall be settled according to Japanese law at the Japanese court whose jurisdiction covers the location of Hotel Taisetsu.

Table 1. Calculation Method of Room Rates (for Articles 2-1 and 12-1)

	Contents	
	Room rate	(1) Base room rate (1 night+ 2 meals) (2) Service charges
Total charge for guest	Additional charges	(3) Additional food and beverages (other than breakfast and dinner) and use of other facilities
	Tax	a. Consumption tax b. Bath tax

Note: Child rates are applied to children aged 12 and under. The child rate is 70% of the adult rate if receiving the same food, bedding, etc. as adults, 50% if receiving child's meals and bedding and 30% for infants (aged under 3) who receive only bedding.

Table 2: Penalty Fees (for Article 6-2)

Day of cancellation notification	No-show	Same day	Previous day	2 days prior	3 days prior	5 days prior	6 days prior	7 days prior	8 days prior	14 days prior	15 days prior	30 days prior
Number of guests covered by agreement	Up to 14	100%	100%	50%	30%	30%						
	15-30	100%	100%	50%	30%	30%						
	31-100	100%	100%	80%	50%	30%	30%	20%	20%	10%	10%	
	101 or more	100%	100%	80%	50%	50%	50%	30%	30%	15%	15%	10%

Notes:

- The % indicates the percentage of the base room rate to be paid as a penalty fee.
- If the number of days in the accommodation agreement is reduced, a penalty fee of one day's (the first day's) room rates shall be charged regardless of how many days were canceled.
- In the event of a cancellation for some members of a group (15 or more persons), no penalty charge is required if the cancellation is made 10 or more days prior to the guests' stay (or on the day of the reservation if the reservation is made later than this) and cancellations are made for 10% or fewer of the guests (the percentage shall be rounded upward to the nearest whole number).
- If an individual penalty charge specific to the guest's accommodation plan, etc. is specified at the time the agreement is concluded, this shall take priority over the table shown here.