

【宿泊約款】

第 1 条 適用範囲

1. T-REEF VACATION HOUSE（以下、当宿）が宿泊者との間で締結する宿泊契約及びこれに関連する契約は、この約款の定めるところによるものとし、この約款に定めのない事項については、法令又は一般に確立された慣習によるものとします。
2. 当宿が、法令及び慣習に反しない範囲で特約に応じたときは、前項の規定にかかわらず、その特約が優先するものとします。

第 2 条 宿泊契約の申込み

1. 宿泊者は、次の事項を当宿に申し出ていただきます。
 - (1) 宿泊者の氏名、連絡先
 - (2) 宿泊日及び到着予定時刻
 - (3) その他当宿が必要と認める事項
2. 宿泊者が宿泊中に前項第 2 号の宿泊日を超えて宿泊の継続を申し入れた場合、当宿は、その申出がなされた時点で新たな宿泊契約の申込みがあったものとして処理します。

第 3 条 宿泊契約の成立等

1. 宿泊契約は、当宿が前条の申込みを承諾した旨を、宿泊者へ通知したときに成立するものとします。ただし、当宿が前条の申込みを承諾しなかったことを証明したときは、この限りではありません。
2. 当宿が前項の通知を送ったにもかかわらず、宿泊者の故意又は過失でこの通知を受け取れなかったときも、宿泊契約は成立したものとします。この場合は、状況に応じ、第 5 条第 2 項の規定により違約金を申し受けることがあります。
3. 当宿の過失により前項の通知が送られなかった場合の対応は、第 4 条の規定に準じます。
4. 当宿は、前各項に定めるほか、宿泊契約の成立に関して、状況に応じ特約を定めることができるものとします。

第 4 条 宿泊契約締結の拒否及び当宿の契約解除権

1. 当宿は、次に掲げる場合において、宿泊契約の締結を拒否、又は宿泊契約を解除できるものとします。
 - (1) 宿泊の申込み又は宿泊契約が、この宿泊約款及び利用規則に違反したとき。
 - (2) 宿泊者が、何らかの理由で第 3 条第 1 項に定める通知を受け取れなかったとき。
 - (3) 満室により客室の提供ができないとき。
 - (4) 宿泊者が、暴力団員による不当な行為の防止等に関する法律及び暴力団排除に関する条例に定める暴力団、もしくは暴力団関係団体その他反社会的勢力の構成員またはその関係者であるとき。
 - (5) 宿泊者が、公の秩序もしくは善良の風俗に反する行為をするおそれがあると認められるとき。
 - (6) 宿泊者が、当宿の従業員、住人及び近隣住民に著しい迷惑を及ぼす言動があるとき。もしくは当宿の運営を阻害するおそれがあるとき。もしくは火災予防・防火に支障を及ぼす行為をしたとき。
 - (7) 宿泊に関し社会通念上相当な範囲を超えるサービスその他の負担を求められたとき。
 - (8) 宿泊者が、伝染性の疾病にかかっていると明らかに認められるとき。もしくは心身の不調が明らかに認められるとき。

(9) 天災、施設の故障、その他やむを得ない事情により宿泊させることができないとき。

(10) 災害その他の緊急事態の発生等により、被災者及び災害復旧担当者等のため優先的に客室を提供すべきことが現実に予定されるなど、前号、または第 2 号に準ずる事由のあるとき。

(11) 保護者の許可なく未成年者のみで宿泊しようとする、又は宿泊しているとき。

(12) 宿泊者名簿の記載を拒否されたとき。あるいは虚偽の記載、匿名、必要事項の不記載を行った時。宿泊者の本人確認ができなかったとき。

2. 当宿が前項の規定に基づいて宿泊契約を解除したときは、宿泊者がいまだ提供を受けていない宿泊サービス等の料金はいただきません。

第 5 条 宿泊者の契約解除権

1. 宿泊者は、当宿に申し出て、宿泊契約を解除することができます。

2. 当宿は、宿泊者がその責めに帰すべき事由により宿泊契約の全部又は一部を解除した場合は、別表第 1 に掲げるところにより、違約金を申し受けます。

3. 当宿は、宿泊者が連絡をしないで宿泊日当日の 22 時（あらかじめ到着予定時刻が明示されている場合は、その時刻を時間経過した時刻）になっても到着しないときは、その宿泊契約は宿泊者により解除されたものとみなし処理することがあります。

第 6 条 客室の使用時間

1. 宿泊者が当宿の客室を使用できる時間は、15 時から翌朝 10 時までとします。ただし、連続して宿泊する場合には、到着日及び出発日を除き、終日使用することができます。

2. 当宿は、前項の規定にかかわらず、同項に定める時間外の客室の使用に応じることがあります。

第 7 条 利用規則の遵守

宿泊者は、当宿内において当宿が定める宿泊約款及び利用規則に従っていただきます

第 8 条 料金の支払い

1. 宿泊者が支払うべき宿泊料金は、予約したサイトの料金に準じます。

2. 前項の宿泊料金の支払いは、宿泊者の出発までに行っていただきます。

3. 当宿が宿泊者に客室を提供し、使用が可能になったのち、宿泊者が任意に宿泊しなかった場合においても宿泊料金は申し受けます。

4. 申出なく契約人数を超えての利用が発覚した場合は、その超過利用分の料金を申し受けます。

第 9 条 当宿の責任

当宿は、宿泊契約及びこれに関連する契約の履行に当たり、又はそれらの不履行により宿泊者に損害を与えたときは、その損害を賠償します。ただし、それが当宿の責めに帰すべき事由によるものでないときは、この限りではありません。

第 10 条 契約した客室の提供ができないときの取扱い

1. 当宿は、宿泊者に契約した客室を提供できないときは、宿泊者の了解を得て、できる限り同一の条件による他の宿泊施設をあっ旋するものとします。
2. 当宿は、前項に基づく他の宿泊施設のあっ旋に努めたものの、あっ旋ができなかったときは、当宿と宿泊者での協議の上、対応内容を決めるものとします。

第 11 条 駐車の問題

宿泊者が当宿の駐車スペースをご利用になる場合、車両の管理責任まで負うものではありません。ただし、当宿の故意又は過失によって車両に損害を与えたときは、その賠償の責めに任じます。宿泊者の故意又は過失により当宿が損害を被ったときは、当該宿泊者は当宿に対し、その損害を賠償していただきます。

第 12 条 約款の改定

この約款は、必要に応じて随時改定することができるものとします。

別表第 1 違約金

契約解除の申出を受けた日	不泊	当日	前日	5 日前
-	100%	100%	100%	100%

備考

1. 「%」は、宿泊料金の合計に対する違約金の比率です。
2. 当宿は、前各項に定めるほか、違約金について宿泊契約の内容等に応じて特約を定めることができるものとします。

【利用規約】

当宿では、宿泊者に安全・快適なご利用をいただき、また公共性を保持するため、宿泊約款と一体となる下記の規則を定めております。この規則に違反したときは、宿泊約款第 4 条の規定により、宿泊契約を解除することがあります。

当宿内での次に定める行為は固くお断りしております。

- (1) 契約人数を超えての客室利用
 - (2) 宿敷地内での喫煙（電子タバコ、加熱式タバコ等による喫煙を含みます。）喫煙をした場合、1 泊分の料金を申し受けます。
 - (3) 盲導犬を除くペットの同伴
 - (4) 発火又は引火しやすいもの、宿の衛生の妨げとなるもの、各種法令または条例等で所持が禁止されているもの、従業員や住人及び近隣住民に害を及ぼしたり不快感を抱かせる可能性のあるものの持ち込み
 - (5) 建物や備品等の持ち帰り、移動、本来の用途以外での使用、及び故意に損なう行為
 - (6) 客室以外での所持品の放置
 - (7) 客室以外への立ち入り
 - (8) 当宿の許可無く、営利を目的とした活動を行うこと
 - (9) 大声を出して騒ぐ等、従業員、住人及び近隣住民への配慮に著しく欠ける行為
 - (10) その他、公序良俗に反する行為、及び当宿内での安全及び衛生の妨げとなる行為
2. 宿泊者の故意又は過失により当宿の建物や備品等を汚したり破損して当宿が損害を被ったときは、当該宿泊者は当宿に対し、その損害を賠償していただきます。なお、その保全のため、できる限り早めにお知らせください。

【Terms & Conditions for Accommodation Contract】

Article 1 – Scope of Application

1. The Accommodation Contract and related contracts to be concluded between T-REEF VACATION HOUSE (here in after “TVH”) and the Guest shall be based on this Contract under the following terms and conditions of our Contract. Any matter not stipulated in this Contract shall be governed by ordinance and generally established practice.

2. When TVH has agreed to conclude a Special Contract without conflicting with ordinance and established practice, the said Special Contract shall prevail.

Article 2 – Application for an Accommodation Contract

1. The Guest who intends to apply to TVH for an Accommodation Contract will be required to provide TVH with the following particulars:

- (1) Name(s) of Guest(s) and contact information to be registered.
- (2) Date(s) scheduled for overnight stay and estimated time of arrival.
- (3) Other information considered necessary by TVH.

2. In the case that TVH has requested, during his/her stay, an extension of an overnight stay beyond the date described in the preceding Paragraph (2), TVH shall handle his/her request as a new application for an Accommodation Contract which has been made at the point in time when the said request has been made.

Article 3 – Conclusion of an Accommodation Contract

1. The Accommodation Contract shall be considered to have been concluded at the time when TVH has accepted the application described in the preceding Article, and send a notification to the applicant, unless TVH has certified that TVH has not accepted the said application.

2. An accommodation contract shall be concluded in case of that the Guest has not been able to receive the notification of preceding paragraph due to the intention or fault of the Guest although TVH has sent it. In this case, depends on the situation, the Guest shall be charged a penalty pursuant to Article 5 paragraph 2.

3. In case of that the notification of preceding paragraphs has not sent by negligence of TVH, it shall conform to the provision of the Article 4.

4. In addition to that set forth in each of the preceding paragraphs, TVH may set special provisions on the details of the Conclusion of an Accommodation Contracts according to situation.

Article 4 – Refusal of the Conclusion of the Accommodation Contract and The Right of TVH to Cancel the Contract

1. The following are cases where TVH will refuse or cancel the Conclusion of the Accommodation Contract:

(1) When the application or contract for accommodation is violated on these Terms and Conditions and the Rules of Use.

(2) If the applicant for a room of TVH has not been able to receive the notification from TVH prescribed at the Article 3 for any reasons.

(3) When there is no room available due to full occupancy.

(4) If an applicant for a room is a member, or related to a member, of an organized crime group, a body related to an organized crime group, or other anti-social forces in accordance with the Act on Prevention of Unjust Acts by Organized Crime Group Members and the ordinances concerning the elimination of organized crime groups.

(5) When the Guest seeking accommodation is considered likely to behave in violation of the provisions of the ordinance, public order or good public morals.

(6) If an applicant for a room is consequently likely to annoy staffs, residents and neighbors, or interfere with TVH's operations, or an act is committed by a Guest which hinders fire prevention or protection.

(7) If, in connection with the use of a room, TVH is required to provide services beyond the generally accepted scope or to incur such other burden.

(8) If an applicant for a room has been clearly identified as a contagious or infectious disease carrier or having a serious physical or mental illness.

(9) If a room cannot be provided due to natural disasters, facility breakdown, or some other compelling reason.

(10) If circumstances similar to the preceding items (10) and (2), including the prospect that the rooms will have to be let on a preferential basis to disaster victims and recovery crews, etc., due to natural disasters or some other state of emergency.

(11) If a minor stay or applies for a room without the approval of his or her Guardian.

(12) In other cases where TVH may refuse a room occupancy application in accordance with laws, ordinances, etc.

2. In cases where TVH has cancelled the Accommodation Contract in accordance with the provision of the preceding paragraphs, charges for accommodation service, etc. which have not yet been offered to the Guest shall not be receivable.

Article 5 – The Guest's Right to Cancel the Contract

1. The Guest may request TVH to cancel the Accommodation Contract.
2. In the case that the Guest has cancelled the Accommodation Contract in whole or in part due to causes attributable to him/her, payment of penalty shall be required as specified in the below table 1.
3. In the case that the Guest does not arrive by 10:00 p.m. on the day of an overnight stay without informing TVH of a delay (or after the lapse of 2 hours past the scheduled time of arrival if indicated by the Guest beforehand), the Accommodation Contract concerned may be considered to have been cancelled by the Guest and will be handled accordingly.

Article 6 – Time Allowed for Use of the Guest room

1. The time allowed for the Guest to use the guest room of TVH shall be from 3:00 p.m. till 10:00 a.m. of the following morning, except when the Guest stays for more than one night in succession, in which case the Guest may use the guest room all day except the day of arrival and the day of departure.
2. Notwithstanding the provision of the preceding Paragraph, there are cases where TVH may accept the use of the guest room in hours other than those specified in the preceding Paragraph.

Article 7 – Compliance of the Rules of Use of TVH

While staying in TVH, the Guest will be required to comply with this Terms & Conditions for Accommodation Contract and Rules of Use of TVH as prescribed by us.

Article 8 – Payment of Charges

1. The breakdown of the accommodation charge, etc. payable by the Guest shall be as the price of the site the Guest reserved.
2. Payment of the accommodation charges, etc. described in the preceding Paragraph shall be finished before the Guest check-out.
3. In the case that the Guest has not stayed at TVH at his/her discretion even after we have offered the guest room to the Guest and made it available for him/her to use, the accommodation charge will still be charged.
4. If, in the absence of a prior application with TVH, the number of occupants of a room is found to exceed the number stipulated in the accommodation contract by TVH, usage charges for the number of excess occupants shall be billed.

Article 9 – Responsibility of TVH

In the case that we have inflicted damage on the Guest in the course of fulfilling the Accommodation Contract and related Contracts or in breach of these Contracts, we shall compensate for the said damage, unless the said damage has been caused due to a cause not attributable to us.

Article 10 – Handling in Case the Guest Room Contracted Is Not Available

1. Should the guest room contracted for the Guest under the Accommodation Contract become unavailable for him/her, TVH shall try to offer other accommodation facilities under the same conditions as the original Accommodation Contract as far as possible, subject to the consent of the Guest concerned.

2. If TVH is unable to arrange a different lodging facility via intermediation despite TVH's endeavors to do so in accordance with the preceding paragraph, the contents of the correspondence will be decided over discussion between and TVH the Guest.

Article 11 – Responsibility for Parking

When the Guest uses the parking area of TVH, TVH only lends the parking area and does not assume responsibility for care and custody of the vehicle parked. However, TVH shall be liable for compensation if and when the vehicle parked is damaged intentionally or negligently on our side while keeping the parking area under our control. In the case that TVH has suffered damage due to the intention or fault of the Guest, the Guest will be required to compensate to TVH for the said damage.

Article 12 – Policy Amendment

These Terms and Conditions may be revised from time to time as necessary.

Table 1: Penalty

Day when cancellation notice received	No show	Accommodation day	1 day prior to accommodation day	5 days prior to accommodation day
–	100%	100%	70%	50%

Note:

1. The “%” is the percentage of the Penalty against the total accommodation charge.
2. In addition to that set forth in each of the preceding paragraphs, TVH may set special provisions for penalties according to the contents of the Accommodation Contracts.

【Rules of Use】

To ensure the safe and comfortable use of the facilities by the Guests and to preserve TVH's public nature, TVH has established the following rules integral to the Terms and Conditions for Accommodation. At TVH's discretion, violation of these Rules of Use may lead to termination of the Accommodation Contract pursuant to Article 4 of the Terms and Conditions.

1. The following acts shall be strictly prohibited on our premises.

(1) The number of occupants of a room exceeds the number stipulated in the Accommodation Contract.

(2) Smoking including but not limited to electronic cigarettes and heated tobacco. In case of smoking, it shall be billed for 1 night.

(3) Bringing any animals (except for guide dogs).

(4) Bringing combustible or inflammable explosives and volatile fuels, items detrimental to room hygiene, substances controlled in accordance with laws, ordinances, etc, and any items which likely to harm or annoy staff, residents, or neighbors.

(6) Bringing a lot of foods, beverages and alcohols.

(7) Changing the location of equipment and articles of TVH, or modifying, intentionally damaging, removing them from TVH, or using such equipment and articles in ways other than originally intended.

(8) Leaving personal effects outside the Guests rooms.

(9) Accessing facilities not intended for use by guests. Entering inside of TVH with shoes on (except entrance).

(10) Profit-oriented activities without TVH's permission.

(11) Engaging in acts in loud speech or action without considering that annoys staff, residents, or neighbors.

(12) Engaging in any other acts in violation of public order and morals, and detrimental to the safety and hygiene of TVH's premises.

2. In case the equipment and articles of TVH are damaged due to the intention or fault of the Guest, the Guest will be required to compensate to TVH for the said damage. And please let TVH's staff know immediately for the purpose of maintaining the safety of our premises.

