

「禅の宿」 宿泊約款

(適用範囲)

- 第1条 当施設が宿泊客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、
2. 当施設が、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、

(宿泊契約の申込み)

- 第2条 当施設に宿泊契約の申込みをしようとする者は、次の事項を当施設 に申し出ていただきます。
- (1) 宿泊者名
 - (2) 宿泊日及び到着予定時刻
 - (3) 宿泊料金(原則として別表第1の基本宿泊料による。)
 - (4) その他当施設が必要と認める事項
2. 宿泊客が、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、当施設は、その申し出がなされた時点で、空室があった場合に限り、新たな宿泊契約の申し込みがあったものとして処理します。

(宿泊契約の成立等)

- 第3条 宿泊契約は、当施設が前条の申し込みを承諾したときに成立するものとし、ただし、当施設が承諾を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. 前項の規定により宿泊契約が成立したときは、宿泊期間(3日を超えるときは3日間)の基本宿泊料金を限度として当施設が定める申込金を、当施設が指定する日までに、お支払いいただきます。
 3. 申込金は、まず、宿泊客が最終的に支払うべき宿泊料金に充当し、第6条及び第18条の規定を適用する事態が生じたときは、違約金に次いで賠償金の順序で充当し、残高があれば第12条の規定による支払いの際に返還します。
 4. 第2項の申込金を同項の規定により当施設が指定した日までにお支払いいただけない場合は、宿泊契約はその効力を失うものとし、ただし、申込金の支払期日を指定するに当たり、当施設がその旨を宿泊客に告知した場合に限ります。

(申込金の支払いを要しないこととする特約)

- 第4条 前条第2項の規定にかかわらず、当施設は、契約の成立後同項の申込金の支払いを要しないこととする特約に応じることがあります。
2. 宿泊契約の申し込みを承諾するに当たり、当施設が前条第2項の申込金の支払いを求めなかった場合及び当該申込金の支払期日を指定しなかった場合は、前項の特約に応じたものとして取り扱います。

(宿泊契約締結の拒否)

第5条 当施設は、次に掲げる場合において、宿泊契約の締結に応じないことがあります。

- (1) 宿泊の申し込みが、この約款によらないとき。
- (2) 満室(員)により客室の余裕がないとき。
- (3) 宿泊しようとする者が、宿泊に関し、法令の規定、公の秩序若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。
- (4) 宿泊しようとする者が、次のイからハに該当すると認められるとき。
 - イ 暴力団員による不当な行為の防止等に関する法律(平成3年法律第77号)第2条第2号に規定する暴力団(以下「暴力団」という。)、同条第2条第6号に規定する暴力団員(以下「暴力団員」という。)、暴力団準構成員又は暴力団関係者その他の反社会的勢力
 - ロ 暴力団又は暴力団員が事業活動を支配する法人その他の団体であるとき
 - ハ 法人でその役員のうちに暴力団員に該当する者があるもの
- (5) 宿泊しようとする者が、他の宿泊客に著しい迷惑を及ぼす言動をしたとき。
- (6) 宿泊しようとする者が、伝染病者であると明らかに認められるとき。
- (7) 宿泊に関し暴力的要求行為が行われ、又は合理的な範囲を超える負担を求められたとき。
- (8) 天災、施設の故障、その他やむを得ない事由により宿泊させることができないとき。
- (9) 都道府県条例に規定する場合に該当するとき。

(宿泊客の契約解除権)

第6条 宿泊客は、当施設に申し出て、宿泊契約を解除することができます。

2. 当施設は、宿泊客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(第3条第2項の規定により当施設が申込金の支払期日を指定してその支払いを求めた場合であって、その支払いより前に宿泊客が宿泊契約を解除したときを除きます。)は、別表第2に掲げるところにより、違約金を申し受けます。ただし、当施設が第4条第1項の特約に応じた場合にあつては、その特約に応じるに当たって、宿泊客が宿泊契約を解除したときの違約金支払義務について、当施設が宿泊客に告知したときに限ります。
3. 当施設は、宿泊客が連絡をしないで宿泊日当日の午後3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2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客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。

(当施設の契約解除権)

第7条 当施設は、次に掲げる場合においては、宿泊契約を解除することがあります。

- (1) 宿泊客が宿泊に関し、法令の規定、公の秩序若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、又は同行為をしたと認められるとき。
- (2) 宿泊客が次のイからハに該当すると認められるとき。
 - イ 暴力団、暴力団員、暴力団準構成員又は暴力団関係者その他の反社会的勢力
 - ロ 暴力団又は暴力団員が事業活動を支配する法人その他の団体であるとき
 - ハ 法人でその役員のうちに暴力団員に該当する者があるもの
- (3) 宿泊客が他の宿泊客に著しい迷惑を及ぼす言動をしたとき。
- (4) 宿泊客が伝染病者であると明らかに認められるとき。
- (5) 宿泊に関し暴力的要求行為が行われ、又は合理的な範囲を超える負担を求められたとき。
- (6) 天災等不可抗力に起因する事由により宿泊させることができないとき。
- (7) 都道府県条例に規定する場合に該当するとき。
- (8) 施設内での寝たばこ、消防用設備等に対するいたずら、その他当施設が定める利用規則の禁止事項(火災予防上必要なものに限る。)に従わないとき。

2. 当施設が前項の規定に基づいて宿泊契約を解除したときは、宿泊客がいまだ提供を受けていない宿泊サービス料金をいただく場合がございます。

(宿泊の登録)

第8条 宿泊客は、宿泊日当日、当施設のカフェ店内の受付カウンターにおいて、次の事項を登録していただきます。

- (1) 宿泊客の氏名、年齢、性別、住所及び職業
 - (2) 外国人にあつては、国籍、旅券番号、入国地及び入国年月日
 - (3) 出発日及び出発予定時刻
 - (4) その他当施設が必要と認める事項
2. 宿泊客が第12条の料金の支払いを、旅行小切手、宿泊券、クレジットカード等通貨に代わり得る方法により行おうとするときは、あらかじめ、前項の登録時にそれらを呈示していただきます。

(客室の使用時間)

第9条 宿泊客が当施設の客室を使用できる時間は、午後3時から翌朝11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. 当施設は、前項の規定にかかわらず、同項に定める時間外の客室の便用に応じることがあります。この場合には次に掲げる追加料金を申し受けます。
 - (1) 午前11時（チェックアウト時間）以降について超過1時間につき3,000円

(利用規則の遵守)

第10条 宿泊客は、当施設内においては、当施設が定めて施設内に掲示した利用規則に従っていただきます。

(料金の支払い)

第12条 宿泊客が支払うべき宿泊料金等の内訳は、別表第1に掲げるところによります。

2. 前項の宿泊料金等の支払いは、事前決済で行い、オプション料金についてはチェックインまたはチェックアウト時に施設内QRコード決済または、エアビのメッセージ機能を使用し料金請求をさせて頂くか、いずれかの方法でお支払いをお願い致します。
3. 当施設が宿泊客に客室を提供し、使用が可能になったのち、宿泊客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。

(当施設の責任)

第13条 当施設は、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客に損害を与えたときは、その損害を賠償します。ただし、それが当施設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。

2. **当施設**は、万一の火災等に対処するため、賠償責任保険に加入しております。

(契約した客室の提供ができないときの取扱い)

第14条 当施設は、宿泊客に契約した客室を提供できないときは、宿泊客の了解を得て、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. 当施設は、前項の規定にかかわらず他の宿泊施設のあつ旋ができないときは、違約金相当額の補償料を宿泊客に支払い、その補償料は損害賠償額に充当します。ただし、客室が提供できないことについて、当施設の責めに帰すべき事由がないときは、補償料を支払いません。

(寄託物等の取扱い)

第 15 条 当施設では寄託物等の取扱いは行っておりません。宿泊客が当施設に持ち込まれた物品または現金ならびに貴重品に関しては、滅失、毀損などの損害が生じても責任を負いかねます。貴重品は各自、責任をもって管理ください。

(駐車場の責任)

第 16 条 宿泊客が当施設の駐車場をご利用になる場合、車両のキーの寄託の如何にかかわらず、当施設は場所をお貸しするものであって、車両の管理責任まで負うものではありません。ただし、駐車場の管理に当たり、当施設の故意又は過失によって損害を与えたときは、その賠償の責めに任じます。

(宿泊客の責任)

第 17 条 宿泊客の故意又は過失により当施設が損害を被ったときは、当該宿泊客は当施設に対し、その損害を賠償していただきます。

(客室の入室)

第 18 条 当施設は、次に掲げる場合に於いて宿泊者のチェックイン後であっても宿泊者の許可なく入室することがあります。

1. 清掃、お食事等当施設のサービスを提供するとき（11 時～15 時、その他連絡）
2. 法令規定、利用規定、公の秩序もしくは善良の風俗に反する行為をおこなうおそれがあると認められるとき、または同行為をおこなったと認められるとき
3. 警察・消防の指導に従い、入室が必要と判断されたとき
4. 建物・設備および施設全体の保全上、入室が必要と判断されたとき
5. 宿泊者の安否確認・安全確保のため必要であると当施設が判断したとき

(鍵の紛失・持ち帰り)

第 20 条 当施設の鍵を紛失または持ち帰りをされた場合、鍵交換代金として 3 万円を申し受けます。

別表第1 宿泊料金等の内訳(第2条第1項及び第12条第1項関係)

		内 訳
宿泊客が支払うべき総額	宿泊料金	①基本宿泊料(室料(及び室料+朝食等の飲食料)) ②サービス料
	追加料金	①追加飲料(①に含まれるものを除く) ②サービス料
	税金	イ 消費税

備考 1. 基本宿泊料はホームページに掲示する料金表によります。

別表第2 違約金(第6条第2項関係)

契約解除の通知を受けた日	不泊	当日		7日前	30日前
契約申込人数					
1名以上	100%	100%		50%	0%

(注) 1. %は、基本宿泊料に対する違約金の比率です。

2. 契約日数が短縮した場合は、その短縮日数にかかわらず、1日分(初日)の違約金を収受します。

当施設は、次の次号のいずれかに該当する場合、利用者の承諾を得ることなく本規約の内容を変更する(本規約に新たな内容を追加することを含む)ができるものとします。

1. 利用規約の変更が利用者の一般の利益に適合するとき。
2. 利用規約の変更が契約をした目的に反せず、かつ、変更の必要性、変更後の内容の相当性その他に係る事情に照らして合理的なものであるとき。

本約款の締結日より有効とする。 2024年4月28日 制定

"Zen no Yado" Accommodation Contract

(Scope of application)

Article 1 The accommodation contract and related contracts concluded by the Hotel with the Guest shall be in accordance with the provisions of these Terms and Conditions, and matters not stipulated in these Terms and Conditions shall be in accordance with laws and regulations or generally established customs.

2. In the event that this facility has entered into a special contract to the extent that it does not violate laws and regulations and customs, notwithstanding the provisions of the preceding paragraph, the special contract shall take precedence.

(Application for Accommodation Contract)

Article 2 A person who intends to apply for an accommodation contract with this facility shall notify this facility of the following matters.

- (1) Guest's name
 - (2) Date of accommodation and estimated time of arrival
 - (3) Accommodation charges (as a general rule, based on the basic accommodation charges listed in Attached Table 1))
 - (4) Other matters deemed necessary by this facility
2. In the event that the Guest requests, during his/her stay, to extend his/her stay beyond the date set forth in subparagraph (2) of the preceding Paragraph, the Hotel shall treat it as an application for a new Accommodation Contract only if there is a vacancy at the time such request is made.

(Conclusion of accommodation contract, etc.)

Article 3 The Accommodation Contract shall be deemed to have been concluded when the Hotel accepts the application set forth in the preceding Article. However, this does not apply when it is proved that the facility has not consented.

2. When an accommodation contract has been concluded in accordance with the provisions of the preceding paragraph, the accommodation fee shall be paid by the date specified by this facility up to the basic accommodation charges for the accommodation period (3 days if the period of stay exceeds 3 days).
3. The deposit shall first be used for the Accommodation Charges to be paid by the Guest, and in the event that the provisions of Article 6 and Article 18 apply, the deposit shall be applied in the order of the cancellation charges and then the reparations, and the balance, if any, shall be refunded at the time of payment in accordance with the provisions of Article 12.
4. If the Guest fails to pay the deposit by the date specified by the Hotel in accordance with the provisions of Paragraph 2, the Accommodation Contract shall become invalid. However, this shall apply only when the Hotel has notified the Guest to that effect when specifying the due date for payment of the deposit.

(Special contract that does not require payment of application fee)

Article 4 Notwithstanding the provisions of Paragraph 2 of the preceding Article, this facility may accept a special contract that does not require the payment of the application fee set forth in the same paragraph after the conclusion of the contract.

2. In the event that the Hotel does not request the payment of the application fee as stipulated in Paragraph 2 of the preceding Article or does not specify the due date for payment of the application fee when accepting the application for an Accommodation Contract, it shall be treated as having accepted the special contract set forth in the preceding Paragraph.

(Refusal to conclude an accommodation contract)

Article 5 This facility may not accept the conclusion of an accommodation contract in the following cases.

- (1) When the application for accommodation does not comply with these Terms and Conditions.
- (2) When there is no room available due to full occupancy.
- (3) When it is deemed that the person seeking accommodation is likely to conduct himself or herself in a manner that will contravene the provisions of laws and regulations, public order or good morals in regard to his/her accommodation;
- (4) When the person seeking accommodation is deemed to fall under any of the following (a) to (c):
 - イ Organized crime groups (hereinafter referred to as "organized crime groups") stipulated in Article 2, Item 2 of the Act on Prevention of Unjust Acts by Organized Crime Group Members (Act No. 77 of Heisei 3). Organized crime group members stipulated in Article 2, Item 6 of the same Article (hereinafter referred to as "organized crime group members"). Associate members of organized crime groups, people related to organized crime groups, and other antisocial forces
 - ロ When an organized crime group or a member of an organized crime group is a corporation or other organization that controls business activities
 - ハ A corporation whose officers are members of an organized crime group
- (5) When the person seeking accommodation behaves in a manner that causes significant inconvenience to other guests;
- (6) When the person seeking accommodation can be clearly recognized as carrying an infectious disease;
- (7) When violent demands are made in relation to the accommodation or an unreasonable burden is demanded;
- (8) When it is not possible to provide accommodation due to natural disasters, malfunction of facilities, or other unavoidable reasons.
- (9) When it falls under the provisions of prefectural ordinances.

(Guest's right to cancel the contract)

Article 6 The Guest may cancel the Accommodation Contract by notifying the Hotel.

2. In the event that the Guest has cancelled the Accommodation Contract in whole or in part due to reasons attributable to the Guest (except in the case where the Hotel has specified the due date for payment of the application fee pursuant to the provisions of Paragraph 2 of Article 3 and the Guest has cancelled the Accommodation Contract before the payment). A penalty will be charged in accordance with the items listed in Appendix 2. provided, however, that in the event that the Hotel has entered into a special contract as stipulated in Paragraph 1 of Article 4, the same shall apply only when the Hotel has notified the Guest of the obligation to pay the cancellation charges in the event of cancellation of the Accommodation Contract by the Guest at the time of accepting the Special Contract.
3. In the event that the Guest does not arrive by 3 p.m. on the accommodation date (or 2 hours after the expected time of arrival if the Guest has been notified in advance) without prior notice, the Hotel may regard the Accommodation Contract as having been cancelled by the Guest.

(Right to Cancel the Contract of this facility)

Article 7 This facility may cancel the accommodation contract in the following cases.

- (1) When it is recognized that the guest is likely to conduct himself in a manner that will contravene the provisions of laws and regulations, public order or good morals in relation to his or her accommodation, or when it is recognized that the guest has committed such acts;
 - (2) When it is recognized that the guest falls under any of the following (a) to (c):
 - (b) Organized crime groups, organized crime group members, associate members of organized crime groups, people related to organized crime groups, and other antisocial forces
 - (b) When an organized crime group or a member of an organized crime group is a corporation or other organization that controls business activities.
 - (c) A corporation whose officers are members of an organized crime group.
 - (3) When the Guest behaves in a manner that causes significant inconvenience to other Guests;
 - (4) When the Guest can be clearly detected as carrying an infectious disease;
 - (5) When violent demands are made in relation to the accommodation or an unreasonable burden is demanded;
 - (6) When the Hotel is unable to provide accommodation due to reasons caused by force majeure such as natural disasters.
 - (7) When it falls under the provisions of prefectural ordinances.
 - (8) Smoking in bed, mischief with firefighting equipment, etc. in the facility, and other prohibited acts in the usage rules established by this facility (limited to those necessary for fire prevention) When you do not comply with the
2. In the event that the Hotel cancels the Accommodation Contract in accordance with the provisions of the preceding Paragraph, the Guest may be charged an accommodation service fee that has not yet been provided.

(Registration of Accommodation)

Article 8 On the day of accommodation, the guest is required to register the following items at the reception counter in the café of this facility.

- (1) Name, age, gender, address and occupation of the Guest;
 - (2) In the case of foreign nationals, nationality, passport number, port and date of entry into Japan;
 - (3) Departure date and estimated time of departure
 - (4) Other matters deemed necessary by this facility
2. In the event that the Guest intends to pay his/her Accommodation Charges prescribed in Article 12 by any means other than Japanese currency, such as traveler's checks, coupons or credit cards, these credentials shall be shown in advance at the time of the registration prescribed in the preceding Paragraph.

(Occupancy time of the guest room)

Article 9 The Guest may use the guest room of the Hotel from 3 p.m. to 11 a.m. the next morning. However, in the case where the Guest is accommodated consecutively, the Guest may occupy the room all day long, except for the days of arrival and departure.

2. Notwithstanding the provisions of the preceding paragraph, this facility may accommodate the use of guest rooms outside the hours specified in the same paragraph. In this case, the following additional charges will be charged.
 - (1) After 11 a.m. (check-out time), 3,000 yen per extra hour

(Compliance with the Rules of Use)

Article 10 Guests shall comply with the rules of use established by the Hotel and posted in the Facilities in the Facilities.

(Payment of fees)

Article 12 The breakdown of the Accommodation Charges, etc. to be paid by the Guest shall be as listed in Attached Table No. 1.

2. Payment of the accommodation charges, etc. set forth in the preceding paragraph must be made in advance, and optional charges must be paid by either paying with the QR code in the facility at check-in or check-out, or by using Airbnb's message function.
3. Even if the guest does not voluntarily stay at the hotel after the hotel has provided the room to the guest and made it available for use, the accommodation fee will be charged.

(Responsibility of the Facility)

Article 13 In the event that the Guest suffers damage due to the performance of the Accommodation Contract and related contracts, or due to the non-performance thereof, the Hotel shall compensate the Guest for the damage. However, this does not apply if it is due to reasons attributable to this facility.

2. This facility is covered by liability insurance in the event of a fire.

(Handling when the contracted room cannot be provided)

Article 14 When the Hotel is unable to provide the contracted room to the Guest, the Hotel shall, with the consent of the Guest, arrange other accommodation facilities of the same standard as far as possible.

2. Notwithstanding the provisions of the preceding paragraph, when arrangement of other accommodation cannot be made, the hotel shall pay the guest a compensation fee equivalent to the cancellation charges, and the compensation fee shall be applied to the amount of damages. However, if there is no reason attributable to this facility for not being able to provide the room, the compensation fee will not be paid.

(Handling of Deposited Items, etc.)

Article 15 This facility does not handle deposited items. The hotel shall not be liable for any loss, breakage, or other damage to goods, cash or valuables brought into the hotel by the guest.

Please take care of your valuables responsibly.

(Responsibility for parking)

Article 16 When the Guest uses the parking lot of the Hotel, regardless of whether or not the key of the vehicle is deposited, the Hotel shall lend the space and shall not be responsible for the management of the vehicle. However, in the event that damage is caused by intention or negligence on the part of this facility in the management of the parking lot, we will be responsible for compensation.

(Responsibility of the Guest)

Article 17 In the event that the Hotel suffers damage due to the intention or negligence of the Guest, the Guest shall compensate the Hotel for the damage.

(Entry to the guest room)

Article 18 In the following cases, the Guest may enter the Hotel without the permission of the Guest even after the Guest has checked in.

1. When providing services such as cleaning and meals (11 a.m. ~ 3 p.m., other contacts)
2. When it is recognized that there is a risk of committing an act that will violate laws and regulations, the rules of use, public order, or good morals, or when it is recognized that the same act has been committed.
3. When it is determined that it is necessary to enter the room in accordance with the guidance of the police and fire departments.
4. When it is judged that it is necessary to enter the room for the preservation of the building, equipment, or the facility as a whole.
5. When this facility determines that it is necessary to confirm the safety of the guest and ensure the safety of the guest.

(Lost keys, taking them home)

Article 20 If you lose or take home the key to this facility, you will be charged 30,000 yen as a key replacement fee.

Appendix 1 Breakdown of Accommodation Charges, etc. (related to Article 2, Paragraph 1 and Article 12, Paragraph 1)

Total amount payable by the guest	
	Breakdown
Accommodation Charges	(1) Basic accommodation charge (room charge (and room charge + food and beverage such as breakfast)) (2) Service charge
Additional charges tax	(1) Additional beverages (excluding those included in (1)) (2) Service charge
Tax	(1) Consumption tax

Remark 1. The basic accommodation charge is based on the price list posted on the website.

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

Termination Notifications Date of receipt				
	No show	On the day	7 days before	30 days before
Number of contract				
1 or more	100%	100%	50%	0%

Note: 1. % is the ratio of the cancellation charge to the basic accommodation charge.

2. If the number of days contracted is shortened, the cancellation fee for one day (the first day) will be collected regardless of the number of days shortened.

In the event that any of the following items applies, this facility shall be able to change the contents of this agreement (including adding new content to this agreement) without obtaining the consent of the user.

1. When the change of the terms of use conforms to the general interest of the user.
2. When the change of the terms of use does not violate the purpose of the contract and is reasonable in light of the necessity of the change, the appropriateness of the content after the change, and other circumstances.

It shall be effective from the date of conclusion of these Terms and Conditions. Established on April 28, 2024