

THE HOTEL HIGASHIYAMA by Kyoto Tokyu Hotel では、お客様に安全かつ快適にご滞在いただくため、宿泊約款第 10 条およびレストラン利用規約第 2 条に基づき、次の通り利用規則を定めておりますので、ご協力くださいますようお願い申し上げます。この利用規則をお守りいただけない場合は宿泊約款第 7 条およびレストラン利用規約第 1 条により宿泊またはホテル内諸施設のご利用をお断り申し上げます。また、この利用規則をお守りいただけないことにより生じた事故については、お客様に損害のご負担をいただくこともありますので、特にご留意くださいますようお願い申し上げます。

第 1 条 安全と保安上お守りいただきたい事項

1. お部屋からの「避難経路図」は各客室ドア内側に表示してありますのでご確認ください。
2. お部屋への暖房用、炊事用等の火器およびアイロン等の持ち込みはご遠慮ください。
3. ベッドの上など火災の発生しやすい場所での喫煙や、指定された喫煙場所以外での喫煙はご遠慮ください。(健康増進法第 2 節 25 条)
4. 濡れた衣類やタオル等を乾燥させるため照明器具にのせたりランプシェードにかけたりしますと火災の原因になります。たいへん危険ですので絶対におやめください。
5. その他火災の原因になるような行為をなさらないでください。
6. ご滞在中、お部屋から出られるときは、必ず施錠をご確認ください。(当ホテルは自動施錠になっております。)
7. 特にご就寝中は内鍵、および掛け金をおかけください。ドアをノックされても不用意に開扉なさらず、ドアスコープをご確認ください。万一、不審者と思われる場合はフロント(ダイヤル 9 番)までご連絡ください。
8. バスタブへの湯張り中、仮眠その他の事由により開栓を放置しますと湯がオーバーフローし、重大な漏水事故となりますのでご注意ください。
9. 外来のお客様と客室内でのご面会にご遠慮いただいております。
10. ご宿泊登録者以外の方のご宿泊は固くお断りいたします。

第 2 条 貴重品・遺失物の取扱いについて

1. ご滞在中の現金・貴重品の保管はお部屋に備え付けのセーフティボックスをご利用いただくようお願いいたします。現金または貴重品を紛失したり、破損・盗難にあわれましても、その損害の賠償はいたしかねますのでご了承ください。
2. 原則としてお忘れ物・遺失物は特にご指定のない限り、法令に基づいてお取扱いさせていただきます。

第 3 条 お支払いについて

1. 料金は通貨または当ホテルが認めた旅行小切手・宿泊券・クレジットカードによりお支払いいただきます。但し、ご滞在中やレストラン利用中、当ホテルからお勘定の提示がございましたら、その都度ご精算をお願いいたします。
2. ご予定の宿泊日数を変更なさる場合は、予めフロント係員にご連絡ください。ご延長の場合はそれまでのご利用代金のお支払いをお願いいたします。
3. ホテル内のレストラン・バー等をご署名によりお部屋づけでご利用される場合は、お部屋のキー(カードキーとキーホルダー)をご提示ください。
4. ご到着時にお預かり金を申し受けることがございますのでご了承ください。
5. 旅行小切手以外の小切手でのお支払い、および両替には応じかねますのでご了承ください。
6. お買い物代・航空券・列車、バス等の切符代・タクシー代・郵便切手代・お荷物送料等のお立て替えはお断りさせていただきます。
7. 宿泊料および飲食料金には、勝手ながらお勘定の 10%がサービス料として加算されております。従業員への心づけはご辞退いたします。
8. お部屋からのお電話をご利用の際は施設使用料が加算されます。

第4条 禁止事項

1. ホテル内に他のおお客様の迷惑になるようなものをお持ち込みにならないでください。
 - (1) 犬・猫・小鳥等の動物・ペット類全般(但し、盲導犬、介助犬は除く)
 - (2) 発火又は引火しやすい火薬や揮発油類および危険性のある製品
 - (3) 悪臭および強い匂いを発する物
 - (4) 許可証のない鉄砲・刀剣類
 - (5) 著しく多量のお荷物および物品
 - (6) その他法令で所持を禁じられているもの
2. ホテル内で賭博や風紀・治安を乱すような行為、他のお客様に迷惑となる不快感を与えるような行為。
3. ホテルの外観を損なうようなものをお部屋の窓に掛けたり、窓側への陳列行為。
4. 当ホテルに許可なく、お部屋やロビーでの営業行為など、ご宿泊・レストラン以外のご利用。
5. ホテル内で許可なく広告・宣伝物の配布や物品の販売をすること。
6. ホテル内で施設・備品を所定の場所や用途以外で使用するなど、現状を著しく損なうようなご利用。
7. ホテル内で撮影された写真等を許可なく営業上の目的で公になさる行為。
8. 廊下やロビーへの所持品の放置。
9. ナイティー・パジャマ・スリッパ等で廊下・ロビー・レストラン・バー等の営業施設に出ること。
10. 緊急事態、又はやむを得ない事情以外でのホテル従業員エリア・非常階段・屋上・塔屋・機械室等施設への立ち入り。
11. ホテル外部からの飲食物の出前。
12. ホテル建造物・家具・備品・その他物品の損傷・汚染、又は紛失をされた場合には相当額を弁償していただくことがあります。

第5条 ホテル利用契約の解除

1. 宿泊、またはホテル利用をしようとする者が暴力団、暴力団員、暴力団関係団体、または関係者、その他反社会的勢力の場合は当ホテルのご利用はお断りいたします。(ご予約後、あるいはご利用中にその事実が判明した場合には、その時点でご利用をお断りさせていただくことがあります。)
2. 宿泊、またはホテル利用をしようとする者が暴力団、または暴力団員が事業活動を支配する法人その他団体であるとき、また、ホテル利用をしようとする者が法人で、その役員に暴力団員に該当する者がいる場合はご利用をお断りいたします。(ご予約後、あるいはご利用中にその事実が判明した場合、その時点でご利用をお断りさせていただくことがございます。)
3. 宿泊、またはホテル利用をしようとする者が宿泊施設、若しくはホテル施設従業員に対し、暴力、脅迫、恐喝等、威圧的な不当要求を行い、あるいは合理的な範囲を超える負担を要求したとき、またはかつて同様な行為を当ホテル、若しくは他のホテルで行ったと認められるときは、ご利用をお断りさせていただくことがあります。

第6条 エコ活動

資源を大切に使うため、節電・節水にご協力をお願いいたします。

To Provide the maximum safety and comfort while staying at THE HOTEL HIGASHIYAMA by Kyoto Tokyu Hotel, all Guests are kindly requested to observe the following regulations, as stipulated in Article 10 of the Accommodations Contract~Terms and Conditions~, and Article 2 of the Restaurant-use Regulations. Your kind understanding and cooperation are sincerely appreciated. Should a Guest fail to observe these regulations, the Hotel shall have the legal right to cancel accommodations and/or any use of Hotel facilities, as stipulated in Article 7 of the Accommodations Contract~Terms and Conditions ~and Article 1 of the Restaurant-use Regulations. Additionally, please kindly note that any Guest who fails to observe the regulations stipulated in this document may be liable for any damages caused by the failure to comply with the regulations.

Article 1 Safety and Security Precautions

1. Please make sure to check the "Emergency Escape Routes and Exits Map", which is posted on the inside of each guest room door.
2. Please do not bring in any heating or cooking equipment, iron or other devices that may cause a fire.
3. Please refrain from smoking in places where a fire may easily break out, such as on bed or any place other than a designated smoking area. (Article 25, Clause 2 of the Health Promotion Law)
4. Please never place wet clothes, towels, etc. on the top of a lamp, lamp shade or other lighting fixture for drying as it might cause a fire, and it is extremely dangerous.
5. Please refrain from any and all other actions that may cause a fire.
6. During your stay, please make sure to lock the door when leaving the guest room. (In the Hotel, the door will lock automatically when completely closed.)
7. When going to bed, extra caution is recommended to lock the door from the inside and use the additional security latch. Please be sure to identify visitors through the peep hole before opening the door. If the person at the door is unfamiliar, do not open it and call the Front Desk.
8. When preparing bath water, please be careful not to leave the bath unattended, such as taking a nap, etc., to prevent water from overflowing onto the floor. It might lead to a serious leakage accident.
9. Guests are requested not to invite visitors into the guest rooms.
10. Please note that it is prohibited for visitors who are not registered as Guests to stay overnight in the Hotel.
11. If driving a vehicle, please park it in the designated Guests parking area.
12. Please do not leave valuables or other items inside your vehicle while it is parked in the parking lot. The Hotel is not responsible for items while are stolen or taken from vehicles in the parking lot.

Article 2 Valuables and Lost Articles

1. While staying in the Hotel, please keep money and other valuables in the safety box in the guest room or in the safe deposit box at the Front Desk. The Hotel is not liable for any loss, damage or theft of money and/or valuables if Guests do not follow the instructions stipulated in this regulation.
2. In principle, unless otherwise requested by the Guest, articles lost or left on the Hotel premises shall be handled in accordance with Japanese laws and regulations.

Article 3 Payment of Accounts

1. Guests shall pay for all Hotel services by cash, travelers check, travel voucher, hotel coupon or credit cards accepted by the Hotel. Should a bill from the Hotel be presented at anytime during the stay or during use of the restaurants, the Guest shall pay amount requested at that time.
2. Should there be a change in the number of days planned to stay at the Hotel, please give prior notification to the Front Desk. If the number of is to be extended, please pay the appropriate amount for use of the Hotel up until that time.

3. Please show your room key (card key and holder) when signing to pay the bill at restaurants or bars in the Hotel.
4. Please note that a deposit may be requested when checking into the Hotel.
5. Please note that the Hotel shall not accept vouchers, except authorized travel vouchers, or personalized checks for payment and/or money exchange.
6. The Hotel shall not make payment on behalf of the Guest for shopping, airline tickets, train, bus or taxi fare, not postage, shipping fees, etc.
7. A 10% service charge shall be added to the bill for room, food and beverage charges. The tipping of Hotel staff is neither expected nor necessary. Please note that some restaurants automatically include a table charge as well.
8. When using the guest room telephone, a facilities use fee shall be added to the bill.

Article 4 Prohibited Activities

1. To avoid inconveniencing other Guests, please do not bring any of the following items onto the Hotel premises:
 - 1) Dogs, cats, small birds or other pets(excluding assistance dogs as specified by law).
 - 2) Items that ignite easily or are inflammable, such as explosives, volatile liquids and other hazardous materials.
 - 3) Items that give off strong or foul-smelling odors.
 - 4) Unlicensed firearms or swords.
 - 5) Unusually large amount of luggage or other items.
 - 6) Other belongings prohibited by laws and regulations in Japan.
2. Gambling activities or other conduct that may disturb moral order inside the Hotel and behavior that may disturb other Guests or cause them to feel uneasy are strictly prohibited.
3. Please do not hang anything that may adversely affect the external appearance of the Hotel from the guest room window or in the restaurant, or place any inappropriate items near a window where they can be seen from outside.
4. Please do not conduct any sales or business in Hotel rooms or the lobby, or engage in any activities apart from lodging or use of the restaurant without receiving prior permission from the Hotel.
5. The distribution of advertisements or sales of goods on the premises of the Hotel are prohibited unless prior permission is received from the Hotel.
6. Please do not change the positions or locations of equipment and furniture in the hotel. These items are to be used only for their intended purposes, and are not to be used in any way that may alter their current condition.
7. Please do not use photographs, videos, etc. taken inside the Hotel for business purposes without receiving prior permission from the Hotel.
8. Please do not leave personal possessions in the hallways or lobby.
9. Please refrain from going to business areas of the Hotel such as lobby, restaurants and bars when wearing a nightgown, pajamas, slippers, etc.
10. Except in the case of an emergency or other unavoidable situation, do not enter areas for Hotel employees, emergency stairwells, machine rooms or go out onto the roof.
11. Ordering food and beverages for delivery from outside of the Hotel is prohibited.
12. If deemed responsible for any damage, soiling or loss caused to the Hotel structure, furniture, equipment or other related items, the Guest shall be liable to pay the money equivalent of the damage.

Article 5 Right to cancel accommodations by Hotel.

1. If a party that made a reservation for accommodations or use of Hotel facilities is a syndicate organization, a member of a syndicate organization, a group or person associated with a syndicate organization or affiliated with any other antisocial group/organization, the Hotel reserves the right to cancel the reservations. (If the aforementioned condition is identified after a reservation has been made or during the use of Hotel facilities, the Hotel reserves the right to terminate reservations/use immediately.)
2. If a party that made a reservation for accommodations or use of Hotel facilities is a corporation or any other organization of which the operations are controlled by a syndicate organization or a member of a syndicate organization, or the party that made the

reservation for accommodations or use of the Hotel is a corporation or organization in which an executive director is a member of a syndicate organization, the Hotel reserves the right to cancel the reservations. (If the aforementioned condition is identified after a reservation has been made or during the use of Hotel facilities, the Hotel reserves the right to terminate reservations/use immediately.)

3. If a party that made a reservation for accommodations or use of Hotel facilities makes any unreasonable demand such as threats of violence, blackmail, etc., or demands exceed the scope of what is considered to be reasonable services of the Hotel and/or its employees, or it is confirmed that the party has engaged in any similar activity in the Hotel or any other hotel, the Hotel reserves the right to terminate reservations/use immediately.

Article 6 Environmental Protection Activities

As a part of contributing to the efficient use of resources, Guests are kindly requested to cooperate by consciously using electricity and water, and thereby saving resources.

■適用範囲

- 第1条 当ホテルが宿泊客との間で締結する宿泊契約およ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、この契約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. 当ホテルが、法令およ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、その特約は優先するものとし、

■宿泊契約の申込み

- 第2条 当ホテルに宿泊契約の申込みをしようとする方は、次の事項を当ホテルにお申し出いただきます。
- (1) 宿泊者名および宿泊人数
 - (2) 宿泊日および到着予定時刻
 - (3) 宿泊料金（原則として別表第1の基本宿泊料金による）
 - (4) a. 申込者名およびその連絡先
b. 宿泊料金の支払者名およびその連絡先
 - (5) その他当ホテルが必要と認める事項
2. 宿泊客が、宿泊中に前項第2号の宿泊日を越えて宿泊の継続を申し入れた場合、当ホテルは、その申し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。

■宿泊契約の成立等

- 第3条 宿泊契約は、当ホテルが前条の申込みを承諾したときに成立するものとし、ただし、当ホテル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日を越えるときは3日間）の基本宿泊料を限度として当ホテルが定める申し込み金を、当ホテルが指定する期日までに、お支払いいただきます。
3. お預り金や申し込み金は、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条および第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、残額があれば、第12条の規定による料金の支払いの際に返還します。
4. 第2項のお預り金や申し込み金を同項の規定により当ホテルが指定した日時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、ただしお預り金や申し込み金の支払い期日を指定するにあたり、当ホテルがその旨を宿泊客に告知した場合に限ります。

■お預り金・申し込み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、当ホテルは、契約の成立後同項のお預り金や申し込み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. 宿泊契約の申込みを承諾するに当たり、当ホテルが前条第2項のお預り金や申し込み金の支払いを求めなかった場合、および当該申し込み金の支払い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 当ホテルは、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）により客室に余裕がないとき。
 - (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恐れがあると認められるとき。
 - (4) 宿泊しようとする者が、伝染病であると明らかに認められるとき。もしくは、その他感染により罹患するおそれのある持病にかかっているとき。
 - (5) 宿泊しようとする者が暴力団、暴力団員、暴力団関係団体の関係者などの反社会的勢力であるとき。
 - (6) 宿泊しようとする者が暴力団、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。
 - (7) 宿泊しようとする者が法人で、その役員に暴力団員に該当する者がいるとき。
 - (8) 宿泊しようとする者が宿泊施設、若しくは宿泊施設従業員に対し、暴力、脅迫、恐喝等、威圧的な不当要求を行い、あるいは合理的な範囲を超える負担を要求したとき。またはかつて同様な行為を当ホテル、若しくは他ホテルで行ったと認められるとき。
 - (9) 天災、施設の故障、その他やむを得ない事由により宿泊させることができないとき。

- (10) 宿泊しようとする者が、泥酔等で他の宿泊者に著しく迷惑を及ぼす恐れがあると認められたとき。あるいは宿泊者が他の宿泊者に著しく迷惑を及ぼす言動をしたとき。

■宿泊客の契約解除権

第6条 宿泊客は、当ホテルに申し出て、宿泊契約を解除することができます。

2. 当ホテルは、宿泊客がその責めに帰すべき事由により宿泊契約を全部又は一部を解除した場合（第3条第2項の規定により当ホテルが申し込み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、その支払いに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、当ホテルが第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あつて、宿泊客が宿泊契約を解除したときの違約金支払い義務について、当ホテルが宿泊客に告知したときに限ります。
3. 当ホテルは、宿泊客が連絡をしないで宿泊日当日の午後8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）になつ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。

■当ホテルの契約解除権

第7条 当ホテル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、公の秩序もしくは善良の風俗に反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) 宿泊客が伝染病患者であると明らかに認められるとき。若しくはその他、感染により罹患する恐れのある疾病にかかっているとき。
 - (3) 天災など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。
 - (4) 宿泊しようとする者が泥酔などにより、他の宿泊者に影響を及ぼすおそれがあると認められるとき。あるいは宿泊者が他の宿泊者に著しく迷惑を及ぼす言動をしたとき。
 - (5) 当ホテルが定める利用規則の禁止事項に従わないとき。
 - (6) 寝室での寝たばこ、消防用設備などに対するいたづら、その他当ホテル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。
 - (7) 宿泊客が暴力団、暴力団員、暴力団関係団体又は関係者、その他反社会的勢力と判明したとき。
 - (8) 宿泊客が暴力団又は暴力団員が事業活動を支配する法人、その他団体と判明したとき。
 - (9) 宿泊客が法人でその役員に暴力団員に該当する者がいると判明したとき。
 - (10) 宿泊客が宿泊施設、若しくは宿泊施設従業員に対し、暴力、脅迫、恐喝等、威圧的な不当要求を行い、あるいは合理的な範囲を超える負担を要求したとき、またはかつて同様な行為を当ホテル、若しくは他のホテルで行ったことが判明したとき。
2. 当ホテル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うけていない宿泊サービスなどの料金はいただきません。

■宿泊の登録

第8条 宿泊客には、宿泊日当日、当ホテルのフロントにおいて、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、住所および職業
 - (2) 日本国内に住所を持たない外国人にあつては、国籍、旅券番号、入国地および入国年月日（パスポートのコピー）
 - (3) 出発日および出発予定時刻
 - (4) その他当ホテル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、クレジットカードなど通貨に代り得る方法より行おうとするときは、あらかじめ、前項の登録時のそれらを呈示していただきます。

■客室の使用時間

第9条 宿泊客が当ホテルの客室を使用できる時間は、午後2時から翌日の午前11時までとします。

（チェックイン・チェックアウト時間を限定した宿泊プランを除く）但し、連続して宿泊する場合において、到着日および出発日を除き、終日使用することができます。

2. 当ホテルは、前項の既定にもかかわらず、同項に定める時間外の客室の使用に応ずることがあります。この場合には次に掲げる追加料金を申し受けます。
 - (1) 超過3時間までは、基本宿泊料金 30%
 - (2) 超過6時間までは、基本宿泊料金 50%
 - (3) 超過6時間以上は、基本宿泊料金の100%

■利用規則の遵守

第 10 条 宿泊客は当ホテル内においては、当ホテルが定めてホテル内に掲示した THE HOTEL HIGASHIYAMA by Kyoto Tokyu Hotel 利用規則に従っていただきます。

■営業時間

第 11 条 当ホテルの主な施設の営業時間は備え付けのパンフレット、各所の表示、客室内のサービスディレクター等でご案内いたします。

2. 前項の時間は、必要やむを得ない場合には臨時に変更することがあります。その場合には適当な方法をもってお知らせいたします。

■料金の支払い

第 12 条 宿泊客が支払うべき宿泊料金などの内訳は、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、通貨又は当ホテルが認めた旅行小切手、宿泊券、クレジットカード等、これに代わり得る方法により、宿泊客の出発の際、又は当ホテルが請求した時、フロントにおいて行っていただきます。
3. 当ホテル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。

■当ホテルの責任

第 13 条 当ホテルは、宿泊契約およびこれに関する契約の履行にあたり、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、それが当ホテル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。

■契約した客室の提供ができないときの取扱い

第 14 条 当ホテルで、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斡旋するものとします。

2. 当ホテルは、前項の規定にかかわらず他の宿泊施設の斡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、その補償料は損害補償額に充当します。ただし、客室が提供できないことについて、当ホテル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。

■寄託物の取扱い

第 15 条 宿泊客がフロントにお預けになった物品または現金並びに貴重品について、滅失、毀損などの損害が生じたときは、それが不可抗力である場合を除き、当ホテルは、その損害を賠償します。但し、現金および貴重品については、当ホテルがその種類および価額の明告を求めた場合で、宿泊客がそれを行わなかったときは、当ホテルは 15 万円を限度としてその損害を賠償します。

2. 宿泊客が、当ホテル内にお持ち込みになった物品又は現金並びに貴重品であってフロントにお預けにならなかったものについて、当ホテルの故意または過失により滅失、毀損などの障害が生じた場合以外は、当ホテルは賠償いたしかねます。ただし、宿泊客からあらかじめ種類および価額の明告のなかったものについては、15 万円を限度として当ホテルはその損害を賠償します。

■宿泊客の手荷物又は携帯品の保管

第 16 条 宿泊客の手荷物が宿泊に先立って当ホテルに到着した場合は、その到着前に当ホテルが了解したときに限って責任を持って保管します。手荷物は、宿泊客がフロントにおいてチェックインする際お渡しします。

2. 宿泊客がチェックアウトしたのち、宿泊客の手荷物又は携帯品が当ホテルに置き忘れられていた場合において、その所有者が判明した時は、当ホテルは当該所有者に連絡するとともにその指示を求めるものとします。ただし、所有者の指示がない場合、または所有者が判明しないときは、遺失物法に基づき処理します。
3. 前 2 項の場合における宿泊客の手荷物または携帯品の保管についての当ホテルの責任は、本条第 1 項の場合にあっては前条第 1 項の規定に、本条第 2 項の場合にあっては前条第 2 項の規定に準じるものとします。
4. 拾得物は一定期間保管し、その後は拾得物法に基づいて取り扱いをさせていただきます。

■宿泊客の責任

第 17 条 宿泊客の故意または過失により当ホテルが損害を被ったときは、当該宿泊客は当ホテルに対し、その損害を賠償していただきます。

■個人情報の取扱い

第 18 条 当ホテルでは、お客様から提供される個人情報について、当ホテルのプライバシーポリシーに則り、適切に取扱います。

■約款の変更

第 19 条 本約款は、民法に定める定型約款に該当し、宿泊客の一般の利益に適合する場合、または、変更の必要性及び相当性があると認めた場合には、民法の規定に基づいて、本約款の各条項を変更します。

2. 本約款が変更された場合には、変更後の規定の内容を Web サイトに掲載し、掲載の際に定める効力発生日から変更後の内容が適用されるものとします。尚、本約款を変更する場合には、変更内容等を記載した書面またはテレビ内のインフォメーション等適切な方法にて周知します。

2023 年 4 月 1 日

別表第 1 宿泊料金等の内訳（第 2 条 1 項および第 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基本宿泊料金（室料）
		②サービス料（①×13%）
	追加料金	③飲食料
		④サービス料（③×13%）
		⑤その他の利用料金
	税金	消費税

（注）

税法が改正された場合はその改正された規定によるものとします。

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						
			当日 (不泊含む)	前日	2 日前	3 日前	7 日前	14 日前	1 ヶ月前
契約申 込 み 人 数	一 般	9 名まで	100%	15 時以降 から 100%	0%	0%	0%	0%	0%
	団 体	10 名から 60 名まで	100%	100%	50%	50%	50%	20%	0%
		61 名以上	100%	100%	80%	80%	80%	50%	20%

（注）

1. %は予約時の宿泊料金に対する違約金の比率を示します。
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。
3. 団体客（10 名以上）の一部について契約の解除があった場合、宿泊の 10 日前（その日より後に申込みをお引き受けした場合にはそのお引き受けした日）における宿泊人数の 10%（端数が出た場合には切り上げる）にあたる人数については、違約金をいたしません。
4. 100 名を超える大型団体については別途定めた違約金をいただきます。

Article 1 Purpose

1. This Accommodations Contract is entered into by and between the Hotel and persons/parties who desire to use the services and facilities of the Hotel (hereinafter referred to as "Guest"), and the Guest shall be subject to comply with the terms and conditions stipulated in this document. Any item or matter not provided for herein shall be governed by laws and regulations and/or generally accepted practices in Japan.
2. If the Hotel enters into a special contract with a Guest, in so far as such special contact does not violate laws and regulations and/or generally accepted practices in Japan, notwithstanding the preceding Paragraph, the special contact shall take precedence.

Article 2 Accommodations Contract Application

1. A Guest who desires to make a reservation for accommodations at the Hotel shall provide the following information to the Hotel;
 - 1) Names of the Guest and number of Guests
 - 2) Desired dates of accommodations and estimated time of arrival
 - 3) Accommodation charges (in principle, based on Table No.1 Content of Basic Accommodation Charges attached)
 - 4) a. Name of applicant and contact information
b. Name of person/company paying accommodations and contact information
 - 5) Other information deemed necessary by the Hotel
2. If the Guest requests an extension of accommodations beyond the date stated according to 1. (2), the request shall be regarded as an application for a new Accommodations Contract.

Article 3 Conclusion of Accommodations Contract, Etc.

1. An Accommodations Contract shall be deemed concluded when the Hotel has duly accepted the application as stipulated in the preceding article. However, a contract shall be deemed not to have been concluded when there is proof that the Hotel did not accept the application.
2. When an Accommodations Contract becomes effective in accordance with the provisions of the preceding paragraph, the Guest shall pay, on or before the date stipulated by the Hotel, a specified deposit not exceeding the basic accommodation charges for the expected period of stay (amount to total accommodations charges for three days when the stay exceeds three days).
3. The deposit and application fee shall first be used to cover the overall charges for accommodations and use of the hotel facilities incurred by the Guest; second, the fee shall be used for cancellation fees as stipulated under Article 6 and reparations as stipulated under Article 18 if so required; and finally, the remainder, if any, shall be refunded at the time of settling the accommodations charges as stipulated in Article 12.
4. If the Guest fails to pay the deposit and application fee on or before the time and date requested by the Hotel as stipulated in Paragraph 2 of this Article, the Hotel shall treat the Accommodations Contract invalid. However, this clause shall only apply when the Hotel has specified to the Guest the period in which the deposit and application fee are to be paid.

Article 4 Special Contracts Not Requiring a Deposit and Application Fee

1. Notwithstanding the provisions of Article 3 Paragraph 2, the Hotel may enter into a special contract that does not require an accommodations deposit and application fee after a contract has been concluded, as stipulated in the same Paragraph.
2. If the Hotel does not request payment of the deposit and application fee as stipulated in Article 3 Paragraph 2, and/or does not specify a date for payment of the deposit and application fee at the time of accepting the Accommodations Contract application, it will be determined that the Hotel has accepted a special contract, as stipulated in the preceding Paragraph.

Article 5 Refusal of Accommodation Contracts

1. The Hotel reserves the right to refuse the application for an Accommodations Contract under any of the following cases:
 - 1) If the application for accommodations does not conform with the provisions of these terms and conditions.
 - 2) If the Hotels is fully booked and no rooms are available.
 - 3) If the Guest seeking accommodations is deemed liable to conduct oneself in a manner that may contravene with laws, act against public order or fail to maintain good morals in regard to accommodations.
 - 4) If the Guest seeking accommodations is clearly identified as carrying an infectious disease or is considered to be at risk of having a disease that may be infectious.
 - 5) If the party applying for accommodations is an antisocial group such as a syndicate organization, is a member of a syndicate organization or is associated with an organization that is connected to a syndicate organization.
 - 6) If the party applying for accommodations is a corporation or any other organization in which operations are controlled by a syndicate organization or a member of a syndicate organization.
 - 7) If the party applying for accommodations is a corporation where an executive director is a member of a syndicate organization.
 - 8) If party applying for accommodations makes any coercive and/or unreasonable demands such as threats of violence, blackmail, etc., or demands exceed the scope of what is considered to be reasonable services of the Hotel and/or its employees, or it is confirmed that the party has engaged in any similar activity in the Hotel or any other hotel.
 - 9) If the Hotel is unable to provide accommodations due to natural disasters, problems with facilities and/or other unavoidable causes.
 - 10) If the Guest is deemed liable to conduct and/or has conducted oneself in a manner that creates a disturbance and/or annoys other guests, such as drunken and disorderly behavior, or the Guest makes comments that may cause serious trouble to other guests.

Article 6 Right to Cancel Accommodations Contract by Guest

1. The Guest shall have the right to cancel the Accommodations Contract, doing so by notifying the Hotel.
2. Except in the case of the Guest cancelling the Accommodations Contract before payment of the deposit requested by the Hotel as stipulated in Article 3 Paragraph 2, if the Guest cancels the Accommodations Contract, in whole or in part, due to a cause for which the Guest is liable, the Guest shall pay cancellation charges as stipulated in Table 2 Cancellation Charges (attached). However, when a special contract, as stipulated in Article 4 Paragraph 1, has been concluded, the same shall apply only when the Guest is informed the obligation to pay cancellation charges when the cancellation is made by the Guest.
3. If the Guest does not check-in by 8:00PM (or 2 hours after the expected time of arrival if the Hotel has been notified) and does not provide advanced notice of delays on the contracted check-in date, the Hotel may regard the Accommodations Contract as being cancelled by the Guest.

Article 7 Right to Cancel Accommodations Contracts by Hotel

1. The Hotel shall have the right to cancel Accommodations Contracts under any of the following cases:
 - 1) If the Guest is deemed liable to conduct and/or have conducted oneself in a manner that may contravene with laws, act against public order or fail to maintain good morals in regard to accommodations.
 - 2) If the Guest is clearly identified as carrying an infectious disease, or the Guest is considered at risk of having a disease that may be infectious.
 - 3) If the Hotel is unable to provide accommodations due to natural disasters and/or other causes of force majeure.
 - 4) If the Guest is deemed liable to conduct and/or has conducted oneself in a manner that creates a disturbance and/or annoys other guests, such as drunken and disorderly behavior, or the Guest makes comments that may cause serious trouble to order guest.

- 5) If the Guest does not observe the prohibited actions stipulated in the Hotel Regulations.
 - 6) If the Guest does not refrain from prohibited actions such as smoking in bed, vandalism of firefighting facilities and other prohibitions of the Hotel Regulations (restricted to items deemed necessary to prevent the outbreak of fires).
 - 7) If the Guest is identified as a member of an antisocial group such as a syndicate organization or a person in associated with an organization that is connected to a syndicate organization.
 - 8) If the Guest is identified as a member of a corporation or any other organization where operations are controlled by a syndicate organization or a member of such syndicate organization.
 - 9) If the Guest is a member of a corporation where an executive director is the member of a syndicate organization.
 - 10) If the Guest makes any coercive and/or unreasonable demands such as threats of violence, blackmail, etc., or demands exceed the scope of what is considered to be reasonable services of the Hotel and/or its employees, or it is confirmed that the party has engaged in any similar activity in the Hotel or any other hotel.
2. If the Hotel cancels the Accommodations Contract in accordance with the preceding Paragraph, The Hotel shall not be entitled to charge the Guest for any of the services the Guest has not yet received (beyond the contracted period).

Article 8 Registration

1. The Guest shall register the following information at the Front Desk of the Hotel on the first day of accommodations:
 - 1) Name, age, gender, address and occupation of Guest(s)
 - 2) If the Guest is not of Japanese nationality, the Guest's passport number, and port and date of entry in Japan (a copy of the passport is required)
 - 3) Date and estimated time of departure
 - 4) Other information deemed necessary by the Hotel
2. If the Guest intends to pay the Accommodation Charges stipulated in Article 12 by any means other than Japanese currency, such as using travelers checks, hotel coupons or credit cards, the desired form of payment shall be informed and payment instrument shown in advance at the time of registration, as stipulated in the preceding Paragraph.

Article 9 Guest Room Occupancy Hours

1. As a general rule, the Guest shall have the right to occupy the contracted guest room of the Hotel from 14:00 on the day of arrival to 11:00 on following day (excluding accommodation plans where the check-in and check-out times are specified). However, if the Guest is staying for consecutive nights, the Guest may occupy the room all day long, except for the days of arrival and departure.
2. The Hotel may, notwithstanding the provisions stipulated in the preceding Paragraph, permit the Guest to occupy the room beyond the time prescribed in the same Paragraph.
In this case, an extra charge for accommodations is to be paid as follows:
 - 1) Up to 3 hours: 30% of the basic room rate
 - 2) Up to 6 hours: 50% of the basic room rate
 - 3) More than 6 hours: 100% of the basic room rate

Article 10 Observing Hotel Regulations

The Guest shall observe THE HOTEL HIGASHIYAMA by Kyoto Tokyu Hotel Regulations established by the Hotel and posted within its premises.

Article 11 Service Hours

1. Business hours for the main facilities of the Hotel are listed in the Restaurant-use Regulations. For detailed information about the business hours of each facility, please refer to the Hotel brochure, signage at each venue or the Guest Services Directory provided in the guest room.

2. The business hours mentioned in the preceding Paragraph may be subject to temporary change due to unavoidable circumstances. Should this happen, Guests shall be informed by an appropriate means.

Article 12 Payment of Accommodation Charges

1. A breakdown of the accommodation and other charges the Guest shall pay is stipulated in Table No.1 Content of Basic Accommodation Charges(attached).
2. The charges for accommodations and other items stipulated in the preceding Paragraph shall be paid in Japanese yen, or by any other means in Japanese currency such as traveler's check, Hotel coupons or credit cards recognized by the Hotel. Payment is to be made at the Front Desk or Executive Salon at the time of departure of the Guest or upon request from the Hotel.
3. In as long as the Hotel provided the guest room(s) to the Guest, Accommodation Charges shall be paid by the Guest even if the Guest voluntarily did not use the guest room(s).

Article 13 Liabilities of the Hotel

Should the Guest experience damages and said damages are proven to be the liability of the Hotel, the Hotel shall compensate the Guest for damages incurred by the Guest in the fulfillment or non-fulfillment of the accommodation Contract and/or related contracts.

However, the Hotel shall not be held responsible, in part or in whole, for damages caused due to reasons for which the Hotel is not liable.

Article 14 Measures when Unable to Provide Contracted Accommodations

1. If the Hotel is unable to provide the Guest with accommodations as agreed to, the Hotel, upon receiving consent from the Guest, shall do everything within reasonable effort to secure the Guest with accommodations that are equivalent or similar in condition.
2. In the event suitable alternative accommodations cannot be found, notwithstanding the provision of the preceding Paragraph, the Hotel shall pay to the Guest a monetary penalty as compensation, and said compensation shall be considered as full payment for the breach of contract. The Hotel, however, shall not pay to the Guest any monetary compensation in the event a guest room cannot be provided due to reasons for which the Hotel is not liable.

Article 15 Handling of Deposited Articles

1. The Hotel shall compensate the Guest for damage to goods, cash or valuables deposited at the Front Desk by the Guest if said items are lost, broken or experience other forms of damage during the safekeeping period, except when damage has occurred due to causes of force majeure. However, when the Hotel requests the Guest to report the kind and value of the items and the Guest fails to do so, the Hotel shall compensate the Guest up to a maximum of 150,000yen.
2. The Hotel shall not compensate the Guest for damage to goods, cash or valuables that are brought onto the premises of the Hotel by the Guest and not deposited at the Front Desk, unless however, the Hotel is liable for the intent or negligence that results in damage to said goods, cash or valuables. If the Hotel is liable, for articles of which the kind and value of the items was not reported in advance by the Guest, the Hotel shall compensate the Guest up to a maximum of 150,000yen.

Article 16 Custody of Baggage/Belongings of Guest

1. If the baggage of the Guest is brought into the Hotel before his/her arrival, the Hotel shall be liable to store it only when such a request has been received and accepted by the Hotel. The baggage shall be handed over to the Guest at the Front Desk at the time of check-in.
2. If Guest luggage or belongings are forgotten or left behind on the Hotel premises after the Guest has checked out and the ownership of the article is confirmed, the Hotel shall inform the owner of the article(s) in its possession, and ask for further instructions. If the owner does not provide instructions to the Hotel, or when ownership cannot be confirmed, the Hotel shall handle the article(s) in accordance with the Lost Goods Act.

3. The liability of the Hotel regarding the custody of the Guest's baggage and belongings in the case of two preceding Paragraphs shall be assumed in accordance with the provisions Article 15 Paragraph 1, and with the provisions of Article 15 Paragraph 2 in the case of Paragraph 2.
4. Articles found on the premises of the Hotel will be kept for a specified period of time, and after that, will be handled in accordance with the Lost and Found Articles Law.

Article 17 Parking lot Liability

The Hotel only offers a space for parking vehicles and shall not be held liable for storage of vehicles of customers using the Hotel, regardless of whether or not the key of the vehicle has been deposited with the Hotel. However, the Hotel shall compensate customers using the hotel for damage caused as the result of intent or negligence on the part of the Hotel, in regards to management of the parking lot.

Article 18 Liability of the Guest

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

Article 19 Management of Personal Information

In the Hotel, personal information provided by the Guest is treated in an appropriate manner following the Privacy Policy of the Hotel.

Article 20 Changes to Terms and Conditions for Accommodation Contract

This Accommodation Contract corresponds to a standard contract stipulated under the Civil Law of Japan. As such, we may make changes in accordance with the applicable provisions of the Civil Law if such changes in the Terms and Conditions are found to suit the general interests of our hotel guests and are reasonably deemed necessary.

2. In the event changes have been made to this Contract, the Hotel will post the contents of the changed terms and conditions on its website. The newly changed terms and conditions will take effect from the effective date prescribed when they are posted on our website. When changes are made to this Contract, the Hotel will publicize the specifics in a proper manner, such as in writing or via the Information screen on the in-room TV.

April 1, 2023

Table No. 1; Content of Basic Accommodation Charges

(Ref. Article 2 Paragraph 1; Article 12 Paragraph 1)

		Contents
Total Amount to be Paid by the Guest	Accommodation Expense	(1) Basic room rate and Service Charge
	Additional Expenses	(2) Meals, Beverages and Other Expenses (Includes Service Charge)
	Tax *	(3) Tax

*If the tax law changes, the revised tax rate shall be applied.

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

Contracted Number of Guest		Date Contact Cancellation Notified						
		The day reserved (No show)	1 Day Prior to Scheduled Check-in	2 Day Prior to Scheduled Check-in	3 Day Prior to Scheduled Check-in	7 Day Prior to Scheduled Check-in	14 Day Prior to Scheduled Check-in	One Month Prior to Scheduled Check-in
General	Up to 9 people	100%	After 15:00 100%	0%	0%	0%	0%	0%
Group	10 to 60 people	100%	100%	50%	50%	50%	20%	0%
	61 or more people	100%	100%	80%	80%	80%	50%	20%

Remarks

1. The percentages signify the rate of cancellation charge based on the Confirmed Room Rate.
2. When the number of the days contracted is reduced, the cancellation charge for the first day shall be paid by the Guest, regardless of the number of days reduced.
3. In the case of a group booking (10 people or more), if a part of these people cancel the contract, no cancellation charge shall apply if the number of people who cancelled is 10% of the total number contracted and the cancellation is made at least 10 days prior to the scheduled check-in date.
4. If the reservation is made thorough a travel agency, different cancellation rates may apply.