

Terms and Conditions

【Scope】

Article 1-1: The hotel accommodation contracts and all related and incidental agreements formed between the Hotel Nidom (hereinafter, “Nidom”) and persons wishing to use Nidom for accommodations or day use are governed by the provisions of these Terms and Conditions and the included Hotel Regulations (hereinafter, “Regulations”) provided by Nidom.

Matters for which there are no provisions in the Terms and Conditions are to be governed by laws and regulations or generally established practices.

1-2: In the event that Nidom agrees in writing to a special arrangement, insofar as the arrangement does not violate laws, regulations or generally established practices, the special arrangement will control, notwithstanding the provisions of the preceding Section.

【Applications for Accommodation Contracts】

Article 2-1: A person applying for an accommodation contract (hereinafter, “Applicant”; after contract conclusion, “Contracting Party”) is required to provide the information listed below to Nidom.

(1) Name(s), address(es), occupation(s), and (for foreign nationals without addresses in Japan) nationality and passport number(s) of all guests.

(2) Dates of stay and intended check-in time.

(3) Contact details of guests.

(4) Other information deemed to be necessary by Nidom.

2-2: If a guest, mid-stay, requests an extension of stay beyond the check-out date provided in Article 2-1-(2), Nidom will deem it a new application for an accommodation contract and respond accordingly.

【Conclusion of Accommodation Contracts】

Article 3-1: An accommodation contract is concluded upon explicit acceptance by Nidom of an application as described in the preceding Article.

3-2: Upon the conclusion of an accommodation contract pursuant to the provisions of the preceding Section, an advance payment not to exceed the total accommodation fee for the period of stay (or for 3 nights if the period of stay is 3 or more nights) shall be paid on or before the date to be designated by Nidom.

3-3: The advance payment will be applied to the accommodation fee to be paid by the Contracting Party at check-out, and/or applied to the cancellation fee or compensation required in the event that a situation arises in which the provisions of Article 6 or Article 17 apply, in that order. The remainder, if any, will be refunded.

3-4: In the event that the advance payment defined in Section 2 is not paid by the date designated by Nidom pursuant to the provisions of the same Section, the accommodation contract will automatically become void.

【Special Arrangement Waiving the Advance Payment Requirement】

Article 4-1: The provisions of Section 2 of the preceding Article notwithstanding, after the conclusion of a contract, Nidom may agree to a special arrangement waiving the advance payment required in the same Section.

4-2: If, upon the acceptance of an application for an accommodation contract, Nidom does not demand an advance payment as defined in Section 2 of the preceding Article and does not designate a payment date for said advance payment, it shall be deemed to have formed a special agreement as defined in the preceding Section.

【Refusal to Conclude Accommodation Contracts】

Article 5: Nidom may refuse an application for an accommodation contract in the following cases:

- (1) The application does not comply with the Terms and Conditions.
- (2) No rooms are available due to full booking.

(3) It is determined that there is a risk that a person intending to stay might engage in gambling, behavior posing a significant annoyance to other guests, or other illegal acts or acts that corrupt public morals.

(4) It is determined that a person intending to stay falls under any of the following:

a) An organized crime group (hereinafter, "organized crime group") as defined in the provisions of Article 2 Item 2 of the Act on Prevention of Unjust Acts by Organized Crime Group Members (Act No. 77 of 1991, including any later amendments), an organized crime group member (hereinafter, "organized crime group member") as defined in the provisions of Article 2 Item 6 of the same Act, an associate member of an organized crime group, or a party related to an organized crime group, or other anti-social group.

b) A corporation or other organization whose operations are controlled by an organized crime group or members of an organized crime group.

c) A corporation whose management includes an organized crime group member.

(5) A person intending to stay has a tattoo.

(6) It is clearly determined that a person intending to stay is carrying an infectious illness.

(7) A person intending to stay has engaged in customer harassment (claims, speech, or behavior that are socially inappropriate for the content of the request, and which employ means or modes that harm the employees' working environment) toward Nidom or Nidom's employees. Customer harassment includes, but is not limited to, physical attacks (assault, injury) psychological attacks (threats, slander, defamation, insult, abusive language), demands for prostration, continuous or persistent speech or behavior, restrictive speech or behavior (unlawful trespass, refusal to leave, confinement), sexual speech or behavior, and service requests that exceed the limits of social acceptability, in cases where there is no observable fault or shortcoming in the products or services Nidom provides.

(8) Nidom is not able to accommodate a person intending to stay due to a natural disaster, facility or equipment trouble, or other unavoidable circumstances.

(9) A person intending to stay is severely intoxicated or acting in a significantly abnormal manner, and it is determined that there is a risk that they will cause annoyance to other guests.

(10) The clothes or personal effects of a person intending to stay are in a significantly unhygienic state, and it is determined that they pose a threat to the hygiene of other guests.

(11) The application was made for the purpose of transferring the right to stay to another.

【Guest's Right to Cancel, Payment of Cancellation Fee】

Article 6-1: The Contracting Party may cancel the contract by notifying Nidom.

6-2: In the event that a guest cancels all or a part of an accommodation contract (except in cases when the accommodation contract was cancelled by the guest prior to the payment or payment date of the advance payment, when Nidom had demanded an advance payment and designated a date for the advance payment pursuant to the provisions of Article 3 Section 2) due to causes attributable to the guest (including cases in which the Contracting Party voluntarily decides to cancel the contract), Nidom will charge a cancellation fee as defined in Appended Table 2.

6-3: The accommodation contract may be deemed to have been cancelled by the Contracting Party due to causes attributable to the Contracting Party if the Contracting Party fails to check in or contact Nidom by 6:00 pm on the day of a stay (or 2 hours after the intended arrival time if provided by the guest).

【Nidom's Right to Cancel】

Article 7: Nidom may cancel the contract in the following situations. Moreover, in such situations, Nidom shall bear no liability toward the Contracting Party or other guests, and the Contracting Party shall not be excused from paying fees including accommodation and service fees, etc. (provided that the fees for services not provided shall be limited to amounts based on Appended Table 2).

(1) If it is determined that there is a risk a guest will engage in gambling, behavior posing a significant annoyance to other guests, or other illegal acts or acts that corrupt public morals, or if it is determined that a guest has engaged in such acts.

(2) A guest is recognized as:

a) An organized crime group, an organized crime group member, an associate member of an organized crime group, or a party related to an organized crime group, or other anti-social group.

b) A corporation or other organization whose operations are controlled by an organized crime group or members of an organized crime group.

c) A corporation whose management includes an organized crime group member.

(3) It is clearly determined that a guest is carrying an infectious illness.

(4) A guest has engaged in customer harassment toward Nidom or its employees.

(5) Nidom is not able to accommodate a guest due to a natural disaster, facility or equipment trouble, or other unavoidable circumstances.

(6) A person intending to stay is severely intoxicated or acting in a significantly abnormal manner, and it is determined that there is a risk that they will cause annoyance to other guests.

(7) The clothes or personal effects of a guest are in a significantly unhygienic state, and it is determined that they pose a threat to the hygiene of other guests.

(8) A guest has smoked in bed, abused fire-fighting equipment, or failed to follow prohibitions in the Regulations designated by Nidom (limited to prohibitions necessary for disaster prevention).

(9) Nidom has judged that there is a risk that a guest will otherwise violate standards of public order and morality.

【Registration of Stay】

Article 8: Guests are required to register the information listed below at the front desk on their arrival:

(1) Name(s), age(s), gender(s), address(es), and occupation(s) of guest(s).

(2) Nationalities, passport numbers, and places and dates of entering Japan if the guests are from overseas.

(3) Date and anticipated time of check-out.

(4) Other information deemed to be necessary by Nidom.

【Hours of Guest Room Use】

Article 9-1: Guests may occupy rooms from 3:00 pm on the day of check-in until 11:00 am on the next day. If the stay is more than 1 night, guests may use the room all day except for the check-in day and the check-out day.

9-2: Nidom may agree to an extension of hours of use of the guest room, the provisions of the preceding Section notwithstanding. A surcharge will be charged as stated below:

(1) A surcharge of 30% of the room fee for an extension until 3:00 pm.

(2) A surcharge of 50% of the room fee for an extension until 6:00 pm.

(3) A surcharge of 100% of the room fee for an extension beyond 6:00 pm.

【Compliance with Regulations】

Article 10: Guests are required to comply with the Regulations designated by Nidom and posted inside the facilities.

【Business Hours】

Article 11-1: The business hours of Nidom's facilities are shown in brochures, on notice boards, and in service directories in the guest room, etc.

11-2: The business hours may change temporarily as necessary due to unavoidable circumstances. Guests will be informed of any changes via appropriate means.

【Payments】

Article 12-1: Details of fees to be paid by the guest are stated in Appended Table 1.

12-2: Payment of the accommodation and other fees defined in the preceding Section must be made at the front desk on arrival or when charged by Nidom. Payment may be made in Japanese currency, or by alternative means such as vouchers or credit cards accepted by Nidom.

12-3: The guest is liable to make payment for accommodation even if the guest voluntarily does not stay after a room has been provided by Nidom and become available for use.

【Response When Nidom is Unable to Provide the Contracted Room】

Article 13-1: In the event that Nidom is unable to provide to a guest a room as required by contract, Nidom must get consent from the Contracting Party, and shall refer the guest to a different accommodation facility meeting the same conditions to the greatest extent possible.

13-2: In the event that, the provisions of the preceding section notwithstanding, Nidom is unable to refer the guest to a different accommodation facility, Nidom shall compensate the guest for the loss by paying compensation in an amount equivalent to the cancellation fee as listed in the appended table. However, Nidom will not pay compensation if the room could not be provided due to causes not attributable to Nidom.

【Deposited Items, etc.】

Article 14-1: In the event that losses arise due to the destruction, damage, etc. of items deposited for safekeeping at the front desk, Nidom will compensate for the damage or loss, except in cases with causes attributable to the depositor, or in cases caused by a force majeure event. However, in the event that the deposited item was cash or other valuables, if the guest did not clearly specify the type and value of the item, Nidom cannot compensate for the loss.

14-2: Regarding items, cash, and valuables brought into the hotel by guests but not deposited at the front desk, Nidom will not compensate for any loss or damage, except for losses arising due to destruction, damage, etc. caused by intentional acts or gross negligence by Nidom.

14-3: Regulations for the use of safe-deposit boxes are outlined elsewhere.

【Handling of Luggage and Belongings】

Article 15-1: In situations where luggage or belongings of the guest arrive at Nidom before the guest, and only in cases when Nidom has agreed prior to their arrival, Nidom shall be responsible for their custody, and deliver them to the guest upon check-in at the front desk.

15-2: In the event that luggage or personal effects are forgotten in a guest room after the guest has checked out, if the owner can be determined, Nidom will contact said owner and request instructions. However, in cases where the owner does not give any instructions or when the owner cannot be identified, in principle, Nidom shall take custody of them for a period of 7 days including the day on which they were found, and then deliver them to the nearest police station as lost items. Further, food, beverages, and magazines left may be disposed of at Nidom's discretion if there is no contact by the day after check-out.

15-3: Nidom shall incur no liability for a guest's luggage or personal effects held in our custody as described in Section 2 above, except in cases of intentional acts or gross negligence by Nidom.

【Exemption from Liability for Parking Areas】

Article 16: In the event that a guest uses Nidom's parking area, regardless of the bailment of any vehicle keys, Nidom leases the space only, and as such Nidom shall have no liability for the keeping and management of vehicles in the parking area. However, in the event that loss or damage has been caused due to intentional acts or gross negligence by Nidom in connection with the management of the parking area, Nidom shall be liable for compensation.

【Liability of Contracting Parties and Guests】

Article 17: In the event that Nidom suffers loss or damage due to an intentional act or negligence by a guest, such guest and the Contracting Party shall be jointly and severally liable to compensate Nidom for such loss or damage.

【Nidom’s Exemptions from Liability】

Article 18-1: Nidom shall not avoid liability in cases when there was an intentional act or gross negligence by Nidom.

18-2: Even in cases in which these Terms and Conditions provide that “Nidom shall incur no liability (for compensation, etc.)” or “Nidom cannot compensate for the loss” in cases other than those with an intentional act or gross negligence, in the event that the Contracting Party is an individual (provided that the individual did not become a party to the contract as a business activity or for business purposes), if there was negligence by Nidom, as appropriate to the situation, Nidom may assume a duty to make compensation up to an amount equivalent to either the amount of any insurance proceeds received by Nidom in relation to such insured event, etc. from insurance held by Nidom, or the amount of the accommodation and service fees, etc. paid by the Contracting Party.

18-3: In cases other than those covered in Sections 1 and 2 above, Nidom shall bear no liability.

Appended Table 1: Details of Fees (See Article 12-1)

		Details
Total fee to be paid by a guest	Basic accommodation fee	Accommodation and service
	Additional fees	Food, beverages, other
	Tax	Consumption Tax, Bath Tax

Notes

1. The table of basic accommodation fees can be found in brochures and on our website.
2. Accommodation fees will not be charged for children if they do not use bedding.

Appended Table 2: Cancellation Fees (See Article 6-2)

1. Individuals Accommodations: 14 or fewer guests, Golf: 3 or fewer groups		2. Groups Accommodations: 15 or more guests, Golf: 4 or more groups	
-	-	59 to 30 days in advance	50%
30 to 15 days in advance	50%	29 to 14 days in advance	70%
14 to 2 days in advance	50%	13 to 2 days in advance	80%
1 day in advance, same day	100%	1 day in advance, same day	100%
*Depending on the details of a reservation, Nidom may require golfing and competition fees to be paid in advance.		*In the event that all or part of a reservation for 2 or more nights is cancelled, cancellation fees will be charged for all cancelled days, at the rates listed above.	

NB: Customers making reservations through this website shall lose the power to claim a lack of knowledge of this cancellation policy as of the time of making the application for reservations. Nidom accepts applications from customers on the condition that the customer has consented to this cancellation policy.

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