

Hotel Granvia Wakayama Rules of Use

To ensure the safe and comfortable stay of our guests, the Hotel has established these Rules of Use based on Article 10 of the Accommodation Terms and Conditions. Please fulfill and comply with the Rules.

Fire Precautions to Be Observed

1. Do not use fire for heating or cooking, irons, or the like in guest rooms.
2. Do not smoke in places other than those specified by the Hotel. Smoking is available in a smoking area on the 7th floor.
3. Do not otherwise act in a manner that may cause a fire.

Security Precautions to Be Observed

1. Make sure that the door is locked when leaving your room during your stay.
2. Keep the door locked with the door guard while you are in the room, particularly while sleeping. If someone knocks at the door to your room, check who they are before opening the door. If the visitor seems suspicious, immediately contact the Front Desk by dialing (2).
3. Please refrain from meeting visitors in your guest room.

Handling of Valuables and Deposited Articles

1. For safekeeping of cash and other valuables during your stay, please use the safe-deposit box provided at the Front Desk (checkout counter).
Please note that the Hotel is not liable for damages resulting from loss, damage, theft, etc. of cash or other valuables not deposited in the safe-deposit box.
2. Lost-and-found articles are handled in accordance with laws and regulations.
3. The storage period for deposited articles is as follows, in principle.
Articles deposited in the cloak room :14 days
*Articles not collected within 14 days are handled following the prescribed procedures in accordance with the Lost Property Act.

Payment

1. Please pay the accommodation charge when you check in, in principle.
2. The accommodation charge may be paid with cash, vouchers, or accepted credit cards. However, the Hotel may accept other means of payment.
3. When using restaurants in the Hotel by signature, make sure to present your room key.

Actions Not to Be Taken

1. Do not bring articles that may disturb other guests into the Hotel. Do not bring dogs(excluding service dogs, such as guide dogs), cats, birds, or other animals, ignitable or flammable materials, bad-smelling objects, a significantly large quantity of goods, or other articles prohibited by laws and regulations.
2. Do not engage in gambling or acts that may corrupt public morals or disturb other guests.
3. Do not use guest rooms for purposes other than staying overnight, such as business activities.
4. Do not use the Hotel's facilities and equipment at any place or for any purpose other than intended. Do not alter the current state of the Hotel's facilities and equipment during use.
5. Do not put items by the window if they are likely to be an eyesore on the Hotel's appearance.
6. Do not distribute advertising materials or sell goods.
7. Do not receive food or beverage deliveries from outside the Hotel.
8. Do not eat and drink in public spaces.

Accommodation Terms and Conditions

■ Scope of Application ■

Article 1 Contracts for Accommodation and related agreements to be entered into between the Hotel and the Guest to be accommodated shall be subject to these Terms and Conditions. Any particulars not provided for herein shall be governed by laws and regulations, etc. (meaning laws and regulations and those based on laws and regulations; the same applies hereinafter) and/or generally accepted practices.

2. If the Hotel has entered into a special contract with the Guest to the extent that such special contract does not violate laws and regulations, etc. or practices, notwithstanding the preceding Paragraph, the special contract shall take precedence over the provisions of these Terms and Conditions.

■ Application for Accommodation Contract ■

Article 2 A Guest who intends to make an application for an Accommodation Contract with the Hotel shall notify the Hotel of the following particulars:

- (1) Name(s) of the Guest(s) and their contact information;
- (2) Date(s) of stay and estimated time of arrival;
- (3) Accommodation charge (based on the basic accommodation charge provided in Appended Table 1, in principle); and
- (4) Other particulars deemed necessary by the Hotel.

2. If a Guest requests during their stay to continue to stay beyond the date(s) as notified under item (2) of the preceding Paragraph, the Hotel shall handle such request as if it were a new application for an Accommodation Contract at the time when such request is made.

■ Conclusion of Accommodation Contract ■

Article 3 An Accommodation Contract shall be concluded when the Hotel accepts the application set forth in the preceding Article. However, this shall not apply if the Hotel proves that it did not accept the application.

2. When an Accommodation Contract is concluded pursuant to the preceding Paragraph, an application fee as specified by the Hotel of an amount not more than the basic accommodation charge for the accommodation period (five nights if it exceeds five nights) shall be paid.

3. The application fee shall first be applied to the accommodation charge for the Guest to pay in the end, and thereafter, if a situation to which the provisions of Articles 6 and 18 apply, shall be applied in the order of a penalty followed by compensation, and any balance remaining shall be refunded at the payment under Article 12.

4. If a Guest fails to pay the application fee set forth in Paragraph 2 by the date designated by the Hotel in accordance with the same Paragraph, the Accommodation Contract shall cease to be effective. However, this shall apply only if the Hotel has provided the Guest with a notice to such effect in designating the due date for the application fee payment.

■ Special Contract Not Requiring Payment of Application Fee ■

Article 4 Notwithstanding the provision of Paragraph 2 of the preceding Article, the Hotel may accept a special contract that does not require payment of an application fee set forth in the same Paragraph after the conclusion of the Accommodation Contract.

2. If the Hotel fails, in accepting the application for the Accommodation Contract, to request payment of the application fee set forth in Paragraph 2 of the preceding Article or to designate the due date for such payment, the Hotel shall handle such application deeming that it has accepted the special contract set forth in the preceding Paragraph.

■ Request for Cooperation in Infection Prevention Measures in Facility ■

Article 4-2 The Hotel may request the cooperation of the Guest seeking accommodation pursuant to the provisions of Article 4-2, Paragraph 1 of the Hotel Business Act (Act No. 138 of 1948).

■ Refusal of Conclusion of Accommodation Contract ■

Article 5 The Hotel may refuse the conclusion of an Accommodation Contract in any of the following cases. However, this Paragraph does not mean that the Hotel may refuse accommodation in cases other than those listed in Article 5 of the Hotel Business Act:

- (1) When the application for accommodation is not in accordance with these Terms and Conditions;
- (2) When the Hotel is fully booked and has no rooms available;
- (3) When the Guest seeking accommodation is recognized to be likely to engage in an act against the provisions of laws or regulations, public policy, or good morals in relation to their accommodation;

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- (4) When the Guest seeking accommodation is recognized to fall under any of the following a. through c.:
 - a. an Organized Crime Group as defined in Article 2, item (ii) of the Act on Prevention of Unjust Acts by Organized Crime Group Members (Act No. 77 of 1991; hereinafter referred to as an “Organized Crime Group”), an Organized Crime Group Member as defined in Article 2, item (vi) of the same Act (hereinafter referred to as an “Organized Crime Group Member”), a quasi-member of or person associated with an Organized Crime Group, or other antisocial forces;
 - b. a corporate entity or other group whose business activities are controlled by an Organized Crime Group or Organized Crime Group Member; or
 - c. a corporate entity that has an officer falling under an Organized Crime Group Member.
- (5) When the Guest seeking accommodation engages in language or behavior that is disruptive to other guests using the facilities, including noisy, dangerous, and worrying behavior;
- (6) When the Guest seeking accommodation commits acts such as assault, threatening behavior, extortion, or other violent or intimidating acts;
- (7) When the Guest seeking accommodation has previously engaged in any of the acts listed in items 3, 4, 5, and 6 of this Article at the Hotel;
- (8) When the Guest seeking accommodation is a patient, etc. of a specified infectious disease stipulated in Article 4-2, Paragraph 1, Item 2 of the Hotel Business Act (hereinafter referred to as “Patient, etc. of a Specified Infectious Disease”);
- (9) When a violent demand is made or a burden exceeding a reasonable scope is requested with regard to accommodation (except when the Guest seeking accommodation requests elimination of a social barrier in accordance with the provisions of Article 7, Paragraph 2 or Article 8, Paragraph 2 of the Act for Eliminating Discrimination against Persons with Disabilities (Act No.65 of 2013; hereinafter referred to as “Disability Discrimination Elimination Act”));
- (10) When the Guest seeking accommodation repeatedly makes a request to the Hotel set forth in Article 5-6 of the Ordinance for Enforcement of the Hotel Business Act that is excessively burdensome to fulfill and may seriously impede the provision of accommodation-related services to other guests;
- (11) When the Hotel is unable to accommodate the Guest due to a natural disaster, failure of facilities, or other unavoidable reasons; or
- (12) When the Guest seeking accommodation is unable to ensure their own safety due to insanity, mental deficiency, or loss of self-control due to Drugs, alcohol consumption, etc.
- (13) When the Guest seeking accommodation is deemed to be behaving suspiciously, or when there are other justifiable reasons for refusing accommodation.
- (14) In cases set forth in Article 5 of the Prefectural Ordinance for Enforcement of the Hotel Business Act of Wakayama Prefecture.

■Explanation for Refusal of Conclusion of Accommodation Contract■

Article 5-2 If the Hotel does not accept the conclusion of an Accommodation Contract in accordance with the preceding Article, the Guest seeking accommodation may request the Hotel to explain the reason therefor.

■Contract Cancellation Right of Guest■

Article 6 A Guest may cancel their Accommodation Contract by issuing a request to the Hotel.

2. If the Guest cancels all or part of their Accommodation Contract for reasons attributable to the Guest (only in cases where the Hotel has designated the due date for the application fee payment and requested payment thereof in accordance with Article 3, Paragraph 2, except for when the Guest cancels the Accommodation Contract prior to such payment), the Hotel shall charge the Guest a penalty as specified in Appended Table 2. However, in cases where the Hotel has entered into the special contract set forth in Article 4, Paragraph 1, this shall apply only if the Hotel has notified the Guest of their obligation to pay a penalty for canceling the Accommodation Contract in accepting such special contract.
3. If a Guest fails to arrive by 8:00 p.m. on the date of stay (or, if an estimated time of arrival has been expressly indicated in advance, two hours after such time) without announcement, the Hotel may handle their Accommodation Contract deeming it to have been cancelled by the Guest.

■Contract Cancellation Right of Hotel■

Article 7 The Hotel may cancel an Accommodation Contract in the following cases: However, this Paragraph does not mean that the Hotel may refuse accommodation in cases other than those listed in Article 5 of the Hotel Business Act:

- (1) When the Guest is recognized to be likely to engage, or have engaged, in an act against provisions of laws or regulations, public policy, or good morals in relation to their accommodation;
- (2) When the Guest is recognized to fall under any of the following items a. through c.:
 - a. an Organized Crime Group, an Organized Crime Group Member, a quasi-member of or person associated with an Organized Crime Group, or other antisocial forces;
 - b. a corporate entity or other group whose business activities are controlled by an Organized Crime Group or Organized Crime Group Member; or
 - c. a corporate entity that has an officer falling under an Organized Crime Group Member.

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- (3) When the Guest engages in behavior that annoys other guests of the Hotel;
 - (4) When the Guest is a Patient, etc. of a Specified Infectious Disease;”
 - (5) When a violent demand is made or a burden exceeding a reasonable scope is requested with regard to accommodation (except when the Guest requests elimination of a social barrier in accordance with the provisions of Article 7, Paragraph 2 or Article 8, Paragraph 2 of the Disability Discrimination Elimination Act);
 - (6) When the Guest repeatedly makes a request to the Hotel set forth in Article 5-6 of the Ordinance for Enforcement of the Hotel Business Act that is excessively burdensome to fulfill and may seriously impede the provision of accommodation-related services to other guests;
 - (7) When the Hotel is unable to accommodate the Guest due to a reason resulting from force majeure such as a natural disaster;
 - (8) In cases set forth in Article 5 of the Prefectural Ordinance for Enforcement of the Hotel Business Act of Wakayama Prefecture; or
 - (9) When the Guest smokes in places other than those specified by the Hotel, interferes with fire-fighting facilities, etc., or otherwise violates a prohibition in the Rules of Use established by the Hotel (limited to those required for fire prevention).
2. If the Hotel cancels an Accommodation Contract pursuant to the provisions of the preceding Paragraph, the Hotel shall not charge fees for accommodation and other services not provided to the Guest yet.

■Explanation for Cancellation of Accommodation Contract■

Article 7-2 If the Hotel cancels an Accommodation Contract in accordance with the preceding Article, the Guest may request the Hotel to explain the reason therefor.

■Registration for Accommodation■

Article 8 Guests shall register the following particulars at the front desk of Hotel on the date of stay:

- (1) Name(s), address(es), and contact information of the Guest(s);
 - (2) Nationality and passport number if the Guest is a foreign national without an address in Japan; and
 - (3) Other particulars deemed necessary by the Hotel.
2. In the case when a Guest intends to pay their accommodation charge set forth in Article 12 by any means other than Japanese currency, such as traveler’s checks, vouchers, or accepted credit cards, these credentials shall be shown in advance at the time of the registration set forth in the preceding Paragraph.

■Occupancy Hours of Guest Rooms■

Article 9 Guests may use their rooms in the Hotel from 2:00 p.m. to 11:00 a.m. the following morning. However, Guests staying consecutive nights may use their rooms throughout the days of their stay except for the check-in and check-out days.

2. Notwithstanding the provisions of the preceding Paragraph, the Hotel may accept the use of guest rooms outside of the hours specified in the same Paragraph. In such cases, the Hotel will charge the following additional fees:
- (1) 30% of the regular room rate for up to 3 hours past check-out
 - (2) 50% of the regular room rate for up to 7 hours past check-out
 - (3) The full regular room rate for 7 or more hours past check-out

■Compliance with Rules of Use■

Article 10 Guests must follow the Rules of Use established by and posted in the Hotel.

■Business Hours■

Article 11 The business hours of the Hotel’s main facilities shall be as specified in Appended Table 3.

2. The hours referred to in the preceding Paragraph may change temporarily as necessary. In such cases, we will give notice in an appropriate manner.

■Payment■

Article 12 The breakdown of the accommodation charge, etc. to be paid by Guests and the calculation method therefor shall be as provided in Appended Table 1.

2. Payment of the accommodation charge, etc. referred to in the preceding Paragraph shall be made at the front desk when the Guest checks in or is requested by the Hotel in Japanese currency or by an alternative method approved by the Hotel such as a traveler’s check, voucher, or accepted credit card.
3. If a Guest has voluntarily not stayed in a room provided and made available by the Hotel, the Hotel shall receive the accommodation charge.

Accommodation Terms and Conditions

■Responsibilities of Hotel■

Article 13 The Hotel shall compensate for any damage caused to Guests in the performance or due to the non-performance of the Accommodation Contract and related contracts. However, this shall not apply in cases not attributable to the Hotel.

2. The Hotel has hotel liability insurance to prepare for emergencies such as a fire.

■Handling of Unavailability of Contracted Room■

Article 14 In the event of an unavailability of the contracted room to a Guest, the Hotel shall make its best effort to arrange other accommodation on the same conditions with the consent of the Guest.

2. Notwithstanding the provisions of the preceding Paragraph, if unable to arrange other accommodation, the Hotel shall pay the Guest a compensation fee of an amount equivalent to the penalty, which shall be applied to the amount of compensation for damages. However, if there is no reason attributable to the Hotel for such unavailability, no compensation fee shall be paid.

■Handling of Deposited Articles, Etc.■

Article 15 Should any goods deposited at the front desk by the Guest be lost or damaged, the Hotel shall compensate therefor except as it is due to force majeure. However, for cash and valuables whose types and values have not been declared by the Guest though requested to do so by the Hotel, the Hotel shall compensate for the damage thereto within the limit of 150,000 yen.

2. The Hotel shall compensate for any loss, breakage, or other damage of/to the goods, cash, or valuables brought into the Hotel by a Guest but not deposited at the front desk, when it is caused by intention or negligence on the part of the Hotel. However, for items whose types and values have not been declared by the Guest in advance, the Hotel shall compensate for the damage thereto within the limit of 150,000 yen except when it is caused by intention or gross negligence on the part of the Hotel.

■Safekeeping of Baggage or Personal Belongings of Guests■

Article 16 If baggage of a Guest arrives at the Hotel prior to their stay, the Hotel shall take responsibility for the safekeeping thereof only if the Hotel approves prior to the arrival, and shall hand it over to the Guest when the Guest checks in at the front desk.

2. In the event that a guest's baggage or personal belongings are accidentally left at the Hotel after the guest has checked out, the Hotel will take action in accordance with the owner's instructions. Any other measures will be taken in accordance with the law. However, if there are no instructions from the owner or the owner cannot be identified, the Hotel shall keep such baggage or belongings for seven days including the date of discovery, and thereafter shall hand it over to the nearest police station.

3. The responsibility of the Hotel for the safekeeping of the Guest's baggage or belongings as set forth in the preceding Paragraph, in the case of Paragraph 1 hereof shall be as set forth in Paragraph 1 of the preceding Article, and that in the case of Paragraph 2 hereof shall be as set forth in Paragraph 2 of the same Article, with necessary modifications.

■Responsibility Regarding Parking■

Article 17 If a Guest uses the Hotel's parking lot, regardless of whether or not they deposit the key to their vehicle, this shall only mean that the Hotel rents them a space, and the Hotel shall not be responsible for the management of the vehicle. However, if any damage is caused by intention or negligence of the Hotel in the management of the parking lot, the Hotel shall be liable for compensation therefor.

■Responsibilities of Guests■

Article 18 If the Hotel incurs any damage by intention or negligence of a Guest, the Guest shall be liable for compensation therefor.

■Liability Regarding Computer Communications■

Article 19 Communications using computers (electronic devices, etc.) in the Hotel shall be carried out at the guest's own risk. The Hotel shall not be liable for any damage incurred by the user due to system failure during computer communications.

■Prevailing Language■

Article 20 These Terms and Conditions were originally written in Japanese. Even if translated into other languages, only the Japanese version is valid as the Terms and Conditions. Any translated versions shall not be valid.

■Court Jurisdiction and Governing Law■

Article 21 These Terms and Conditions are governed by and interpreted in accordance with Japanese law. All disputes that occur in regard to accommodation contracts or related agreements under these Terms and Conditions shall be resolved through a judgement in the first instance at the District Court with jurisdiction over the location of the Hotel, which shall have exclusive jurisdiction over such disputes.

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■ Calculation Method for Accommodation Charge, Etc. ■

Appended Table 1

Breakdown		
Total amount to be paid by Guest	Accommodation charge	(1) Basic accommodation charge (room charge, or room charge + breakfast) (2) Service charge (15% of (1))
	Additional charge	(3) Food/beverages (or additional food/beverages other than breakfast) and charges for other services used (4) Service charge (15% of (3))
	Tax	Prescribed amounts will be added.

■ Penalty ■

Appended Table 2

Date of receipt of contract cancellation notice	Number of Guests applying for contract	General	Group	
		Up to 7	8 - 99	100 or more
No-show		100%	100%	100%
Same day		80%	80%	100%
Prior day		20%	20%	80%
9 days before			10%	20%
20 days before				10%

Notes

1. The percentages indicate the ratios of the penalty to the basic accommodation charge.
2. If the contracted number of days is shortened, a penalty for one day (the first day) is collected, irrespective of the number of days shortened.
3. If the contract is cancelled for part of the Guests in a group of 8 or more persons, no penalty is collected for 10% of the number of Guests (with any fractions rounded up) 10 days before the scheduled accommodation (or if the accommodation application is accepted after such date, at the date of acceptance).

■ Business Hours of Facilities ■

Appended Table 3

FRONT SERVICE	1FL	24 hours
PASSWORD (Café)	1FL	10 : 00 ~ 19 : 30 (L.O. 18 : 30)
DINING M (MIYU) (Restaurant)	5FL	Breakfast 7 : 00 ~ 9 : 30 (L.O. 9 : 00)
MARI (Japanese Restaurant)	5FL	11 : 30 ~ 21 : 00 (L.O. 19 : 00) ※Reservations must be made at least one week in advance.

Notes

1. The detailed business hours of other facilities are indicated in brochures and displays provided in various places in the Hotel as well as in the guest service directory in guest rooms.
2. The hours shown above may change temporarily as necessary. In such cases, we will give notice in an appropriate manner.
3. DINING "M" on 5F may be open temporarily outside of the above hours.