

WeBase Hakata

Accommodation Terms & Conditions

Article 1. Applicable Scope

1. Any and all Accommodation Agreement(s) and other related agreements entered into by and between WeBase Hakata (hereinafter referred to as “the Establishment”) and the Guest shall be in accordance with the provisions of these Terms & Conditions. Matters not provided for under these Terms & Conditions shall be handled in accordance with laws and/or generally established practices.
2. Notwithstanding the provision of the preceding paragraph, when the Establishment has agreed to special provisions within such extend as do not violate laws and/or practices, such special provisions shall take preference over the provisions of these Terms & Conditions.

Article 2. Applications for Accommodation Agreements

1. Persons wishing to apply to the Establishment requesting the formation of an Accommodation Agreement shall submit an application to the Establishment including the following items.
 - (1) Name(s) of guest(s)
 - (2) Dates of stay and planned time of arrival
 - (3) Agreed Fees (as a general rule, as displayed in Attached Table 1)
 - (4) Other items of information found necessary by the Establishment
2. Where, during their stay, the Guest requests to continue their stay in excess of the dates of stay declared in Item (2) of the preceding paragraph, the Establishment shall process that request as if a new application for the formation of an Accommodation Agreement was submitted at that point in time.

Article 3. Formation, etc., of Accommodation Agreements

1. An Accommodation Agreement shall be deemed to have been formed when the Establishment has accepted the relevant application, submitted in accordance with the preceding article; provided, however, that this shall not apply where it has been proven that the Establishment did not accept the application.
2. When an Accommodation Agreement is formed in accordance with the provisions of the preceding paragraph, the Guest shall pay an Application Fee stipulated by the Establishment, up to a maximum of the Agreed Fees for the period of stay, on or before the date specified by the Establishment (also referred to as the “payment deadline”).
3. The Application Fee shall first be allotted to payment of the Agreed Fees ultimately payable by the Guest. When a situation occurs where the provisions of Article 6 and Article 17 apply, the Application Fee shall then be allotted sequentially to payment of Penalty Charges, followed by compensation for damages incurred; after which, if there is any remaining balance, such balance shall be returned to the Guest at the time of payment of fees in accordance with the provisions of Article 12.
4. Where the Guest does not pay the Application Fee described under Paragraph 2 on or before the date specified by the Establishment in accordance with the provisions thereof, the relevant Accommodation Agreement shall become invalid; provided, however, that this shall only apply where the Establishment has notified the Guest of this fact when specifying the payment deadline for the relevant Application Fee.

Article 4. Special Provisions Not Requiring Payment of an Application Fee

1. Notwithstanding the provisions of Paragraph 2 of the preceding article, after the formation of an Accommodation Agreement, the Establishment may agree to special provisions not requiring the payment of an Application Fee as provided for thereunder.
2. When accepting an application requesting the formation of an Accommodation Agreement, where the Establishment has not demanded payment of an Application Fee as provided for under Paragraph 2 of the preceding article, and where the Establishment has not specified a payment deadline, such cases shall be handled in the same way as where the Establishment has agreed to special provisions as provided for under the preceding paragraph.

Article 5. Refusal of the Formation of an Accommodation Agreement

1. In the following cases, the Establishment may refuse to enter into an Accommodation Agreement.
 - (1) When the application for accommodation does not comply with these Terms & Conditions
 - (2) When the Establishment is at full capacity and there are no vacant guest rooms

- (3) When it is found that there is a risk that the person wishing to stay at the Establishment may engage in some act or acts (in relation to their stay) that run contrary to any legal regulations, public order or good morals/manners
- (4) When it is found that the person wishing to stay at the Establishment qualifies as any of the following (from a to c):
 - a) Organized crime groups, as provided for under Article 2 Item 2 of the Act on Prevention of Unjust Acts by Organized Crime Group Members (Act No. 77 of 1991, hereinafter referred to as “the Act”) (hereinafter referred to as “organized crime groups”); organized crime group members, as provided for under Article 2 Item 6 of the Act (hereinafter referred to as “organized crime group members”), semi-members or affiliates of such organized crime groups, or other anti-social forces
 - b) Legal entities (companies, etc.) or other organizations where business activities are managed or run by organized crime groups or organized crime group members
 - c) Legal entities (companies, etc.) where one or more company officers qualify as organized crime group members
- (5) When the person wishing to stay at the Establishment has behaved in such a manner as to cause significant nuisance or inconvenience to other guests
- (6) When it is found that the person wishing to stay at the Establishment is clearly a carrier of an infectious disease
- (7) When violent demands are made towards the Establishment, or where the Establishment is requested to cover costs or burdens that exceed a reasonable extent
- (8) When the Establishment is unable to allow guests to stay due to natural disasters, breakdown of facilities or other unavoidable reasons
- (9) When the provisions of Article 11 of the Fukuoka City Byelaws for the Enforcement of the Inns and Hotels Act apply
- (10) When the time of the application requesting the formation of an Accommodation Agreement is later than 11:00PM on the initial date of stay

Article 6. The Guest’s Right to Terminate Agreements

1. The Guest may terminate Accommodation Agreements by informing the Establishment of their wish to do so.
2. Where the Guest has terminated all or part of their Accommodation Agreement(s) for reasons attributable to the Guest (this excludes cases where the Establishment has specified a payment deadline and requested payment of an Application Fee as provided for under the provisions of Paragraph 2 of Article 3 but the Guest has terminated the relevant Accommodation Agreement before payment of said Application Fee), the Establishment shall take receipt of Penalty Charges as displayed in Attached Table 2; provided, however, that this shall only apply where the Establishment has agreed to special provisions as provided for under Paragraph 1 of Article 4, and has notified the Guest, when agreeing to such special provisions, of their obligation to pay Penalty Charges upon terminating the Accommodation Agreement.
3. When the Guest has not contacted the Establishment and does not arrive by or before 10:00PM on the initial day of their stay (or, where a planned time of arrival has been specified in advance, within one hour after the passage of the specified time), the Establishment may deem that the the Guest has terminated the Accommodation Agreement, and handle the situation accordingly.

Article 7. The Establishment’s Right to Terminate Agreements

1. The Establishment may terminate Accommodation Agreements in any of the following cases.
 - (1) When it is found that there is a risk that the Guest may engage in, or that the Guest has engaged in, some act or acts (in relation to their stay) that run contrary to any legal regulations, public order or good morals/manners
 - (2) When it is found that the Guest qualifies as any of the following (from a to c):
 - a) Organized crime groups, organized crime group members, semi-members or affiliates of such organized crime groups, or other anti-social forces
 - b) Legal entities (companies, etc.) or other organizations where business activities are managed or run by organized crime groups or organized crime group members
 - c) Legal entities (companies, etc.) where one or more company officers qualify as organized crime group members
 - (3) When the Guest has behaved in such a manner as to cause significant nuisance or inconvenience

- to other guests
 - (4) When it is found that the Guest is clearly a carrier of an infectious disease
 - (5) When violent demands are made towards the Establishment, or where the Establishment is requested to cover costs or burdens that exceed a reasonable extent
 - (6) When the Establishment is unable to allow the Guest to stay for reasons attributable to natural disasters or other force majeure
 - (7) When the provisions of Article 11 of the Fukuoka City Byelaws for the Enforcement of the Inns and Hotels Act apply
 - (8) When the Guest has fallen asleep smoking in a bedroom or smoked in any place other than one of the Establishment's designated smoking areas, made mischievous use of firefighting equipment, etc., or failed to act in accordance with other prohibited matters stipulated by the Establishment in the Hotel Policy & Rules (limited to those required for preventing fire)
 - (9) When the Guest has stayed at the Establishment with more than the maximum capacity of guests allowed in a guest room
2. When the Establishment has terminated an Accommodation Agreement in accordance with the provisions of the preceding paragraph, the Establishment shall not return any money with regard to charges for accommodation services, etc.; including those that the Guest has not received provision of.

Article 8. Stay Registration

1. On the initial day of their stay, the Guest shall register the following items of information at the front desk of the Establishment.
- (1) The Guest's name, gender, date of birth, address, occupation and telephone number
 - (2) In the case of foreign nationals, the Guest's nationality, passport number, port of entry and date of entry to Japan
 - (3) Date of arrival, date of departure, number of days' stay and number of guests using the Establishment
 - (4) Other items of information found necessary by the Establishment
2. When paying fees as provided for under Article 12 using a credit card or other alternative non-currency method of payment at the front desk of the Establishment, the Guest shall present such methods of payment in advance, at the time of registration, as described under the preceding paragraph.

Article 9. Guest Room Occupancy Hours

1. The hours during which the Guest may use the Establishment's guest rooms shall be between the hours of 4:00PM and 11:00AM the following morning; provided, however, that where staying for consecutive nights, the Guest may use the Establishment's guest rooms all day and night, excluding the day of arrival and day of departure.
2. Notwithstanding the provisions of the preceding paragraph, the Establishment may agree to use of guest rooms outside of the hours stipulated thereunder. In such cases, the Establishment shall take receipt of the following additional fees (plus sales tax to be charged separately).
- (1) Up to 3 hours: 1/3 of the amount of the room fee
 - (2) Up to 3 hours and over, but less than 6 hours: 1/2 of the amount of the room fee
 - (3) For out-of-hours usage of 6 hours and over: the full amount of the room fee

Article 10. Compliance with Hotel Policy & Rules

1. When inside the Establishment, the Guest shall behave in accordance with the Hotel Policy & Rules stipulated by (and displayed inside) the Establishment.

Article 11. Business Hours

1. The business hours of the Establishment's main facilities, etc., shall be as follows. Detailed information regarding the business hours of other facilities, etc., not listed below shall be provided in pamphlets provided and on notice boards at various locations around the Establishment.
- (1) Front cashier and other service hours:
 - a) Curfew: None
(The front entrance will be locked between the hours of 11:00PM and 5:00AM.)
 - b) Front desk service: 24 hours
(Service hours for check-in and check-out services shall be as follows.)
 - (2) Check-in and check-out times

- a) Check-in time: between 4:00PM and 10:00PM
 - b) Check-out time: until 11:00AM
- (3) Ancillary service and facility hours: as set forth in the separate Hotel Policy & Rules
2. In unavoidable circumstances, the hours set forth under the preceding paragraph may be subject to temporary changes. In such cases, the Establishment will notify guests of such changes by an appropriate method.

Article 12. Payment of Fees

1. The breakdown of Agreed Fees payable by guests shall be as displayed in Attached Table 1.
2. In addition to allocation of Application Fees, payment of the Agreed Fees described under the preceding paragraph may be made in Japanese currency (yen) or using a credit card or other alternative non-currency method of payment permitted by the Establishment, either upon the Guest's arrival or when billed by the Establishment, at the front desk.
3. After the Establishment has provided the Guest with a guest room, bed and bedding and it has become possible to use the guest room, etc., the Establishment shall take receipt of the Agreed Fees, even if the Guest makes the arbitrary decision not to stay at the Establishment.

Article 13. The Establishment's Responsibilities

1. When the Establishment has caused damage to the Guest in the course of performing its duties and responsibilities under and/or in relation to an Accommodation Agreement, or as a result of failure to perform those duties and responsibilities, the Establishment shall compensate the Guest for such damages; provided, however, that this shall not apply when such damages are not attributable to the Establishment.
2. The Establishment shall enter into hotelier and innkeeper's liability insurance as a measure against the occurrence of fire, etc.

Article 14. Handling when the Establishment is Unable to Provide Guest Rooms as Agreed

1. When the Establishment is unable to provide the Guest with a guest room (or rooms) as agreed under an Accommodation Agreement, after securing the understanding of the Guest, the Establishment shall, to the greatest possible extent, find and refer the Guest to another accommodation establishment with the same conditions.
2. Notwithstanding the provisions of the preceding paragraph, when the Establishment is unable to find and refer the Guest to another accommodation establishment, the Establishment shall pay compensation to the guest equivalent to the amount of Penalty Fees, and allot this to the amount of compensation for damages; provided, however, that the Establishment shall not pay such compensation when it is unable to provide the Guest with a guest room or rooms, bed(s) or bedding for reasons not attributable to the Establishment.

Article 15. Handling of Guests' Property, etc.

1. The Establishment shall not take custody of the Guest's property, cash and/or valuables. The Guest may, on their own judgement, make use of the Establishment's self-service cloakroom, but the Establishment shall not compensate any damages incurred whatsoever, including loss or damage to such property.
2. Except for loss, damage or other damages arising as a result of willful intent or gross negligence on the part of the Establishment, the Establishment shall not compensate any damages incurred with regard to property, cash and/or valuables carried into the Establishment's premises by the Guest; provided, however, that even where the Establishment does compensate such damages, except in cases attributable to willful intent or gross negligence on the part of the Establishment, the amount of such damage compensation shall be limited to a maximum of 10,000 yen.

Article 16. Storage of the Guest's Luggage and Belongings

1. The Establishment cannot take custody of the Guest's luggage in advance of the Guest's stay.
2. Where the Guest's luggage and/or belongings have been forgotten and mistakenly left behind at the Establishment after the Guest has checked out, when the owner of such luggage and/or belongings has been identified, the Establishment shall contact the owner and seek instructions; provided, however, that where the owner provides no instructions or the owner cannot be identified, the Establishment shall handle such luggage and/or belongings as follows.
 - (1) Cash and valuables

The Establishment shall store cash and/or valuables for a period of 3 days (including the day of discovery), after which it shall report and deliver such items to the nearest police station.

(2) Other luggage and belongings

The Establishment shall store other luggage and/or belongings for a period of 1 month (including the day of discovery), after which it shall dispose of them; provided, however, that in the case of raw food and other such items, the Establishment may dispose of them without waiting for a storage period of 1 month.

3. With regard to the Establishment's responsibility for the storage of the Guest's luggage and/or belongings in accordance with the provisions of the preceding paragraph, the provisions of Paragraph 2 of the preceding article shall apply.

Article 17. The Guest's Responsibilities

1. When the Establishment has incurred damages as a result of willful intent or gross negligence on the part of the Guest, the Guest shall compensate the Establishment for such damages.

Article 18. Governing Law and Jurisdiction

1. These Terms & Conditions, and any Accommodation Agreements formed in accordance with these Terms & Conditions, shall be governed by and construed in accordance with the laws of Japan.
2. These Terms & Conditions, any Accommodation Agreements formed in accordance with these Terms & Conditions, and any and all disputes arising in relation thereto shall be subject to the exclusive jurisdiction of Tokyo District Court (or Tokyo Summary Court) as the court of first instance.

WeBase HAKATA
General Manager
Tomoko Takaki

Established: July 14, 2017
Revised: July 1, 2018

(Attached Tables)

Attached Table 1 – Breakdown of Agreed Fees (relates to Article 2 Paragraph 1 and Article 12 Paragraph 1)

		Breakdown
Agreed Fees	Accommodation Fees	Accommodation fees payable upon formation of an Accommodation Agreement between the Guest and the Establishment (room fees and/or package accommodation fees)
	Additional Fees	Additional fees agreed separately between the Guest and the Establishment
	Tax	Sales tax (also referred to as “consumption tax”)

(Notes)

1. Accommodation fees are charged in accordance with fee tables displayed on the Establishment’s own website and various accommodation-related websites.
2. No child-rate fees are offered.
3. Children under school age (between the ages of 0 and 5, and 6 if prior to enrollment in elementary school) may stay free of charge when sleeping together with an adult. When not sleeping together with an adult (i.e. where a separate bed is required), payment of normal fees is required.
4. Children under school age may not use or stay in dormitory rooms, and may only stay in individual rooms.

Attached Table 2 – Penalty Fees (relates to Article 6 Paragraph 2)

		Date of receiving notification of termination of agreement				
		No stay	Day of stay	Previous day	9 days prior	20 days prior
Number of persons in agreement application						
General	1 - 14	100%	100%	50%	10%	–
	15 - 99	100%	100%	80%	10%	–
Group	100 and over	100%	100%	80%	20%	10%

(Notes)

1. Percentages (%) displayed are penalty charge rates with regard to Agreed Fees (tax inclusive).
2. In the event of a shortening of the number of days agreed under an Accommodation Agreement, the Establishment shall take receipt of Penalty Fees for the number of days by which the stay is shortened.
3. In the event of special provisions being stipulated under Accommodation Agreements for group guests, Penalty Fees, etc., shall be charged in accordance with such special provisions.