

hoshihana village



## **Accommodation Clause**

### **(Scope of Application)**

#### **Article 1**

Contracts for Accommodation and related agreements to be entered into between this 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 regulation and/or generally accepted practices. In the case when the Hotel has entered into a special contract with the Guest, insofar as such special contract does not violate laws and regulations and/or generally accepted practices, notwithstanding the preceding paragraph, the special contract shall take precedence over the provisions of these Terms and Conditions.

### **(Application for Accommodation Contracts)**

#### **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 of the Guest(s);
- (2) Date of accommodation and estimated time of arrival;
- (3) Accommodation charges (based, in principle, on the Basic Accommodation Charges listed in the Attached Table No.1); and
- (4) a. Name and contact number/address of the applicant.  
b. Name and contact number/address of the person who is responsible for the Payment.
- (5) Other particulars deemed necessary by the Hotel.

In the case when the Guest requests, during his/her stay, an extension of accommodation beyond the date(s) in Subparagraph (2) of the preceding paragraph, it shall be regarded as an application for a new Accommodation Contract at the time such a request is made.

**(Conclusion of Accommodation Contracts, etc.)**

**Article 3**

A Contract for Accommodation shall be deemed to have been concluded when the Hotel has duly accepted the application as stipulated in the preceding Article. However, the same shall not apply where it has been proved that the Hotel has not accepted the application.

When a Contract for Accommodation has been concluded in accordance with the provisions of the preceding paragraph, the Guest is requested to pay the full charge covering the Guest's entire period of stay or an accommodation deposit fixed by the Hotel based on Basic Accommodation Charges by the date specified by the Hotel.

The deposit shall be first used for the Total Accommodation Charge to be paid by the Guest, then secondly for the cancellation charges under Article 6 and thirdly for the reparation under Article 17 as applicable, and the remainder, if any, shall be refunded at the time of the payment of the Accommodation Charges as stipulated in Article 12.

When the Guest has failed to pay the deposit by the date as stipulated in paragraph 2, the Hotel shall treat the Accommodation Contract as invalid. However, the same shall apply only in the case where the Guest is thus informed by the Hotel where the period of payment of the deposit is specified.

**(Special Contracts Requiring No Accommodation Deposit)**

**Article 4**

Notwithstanding the provisions of paragraph 2 of the preceding Article, the Hotel may enter into a special contract requiring no accommodation deposit after the Contract has been concluded as stipulated in the same paragraph.

In the case when the Hotel has not requested the payment of the deposit as stipulated in paragraph 2 of the preceding Article and/or has not specified the date of the payment of the deposit at the time the application for an Accommodation Contract has been accepted, it shall be treated as that the Hotel has accepted as special contract prescribed in the preceding paragraph.

**(Refusal of Accommodation Contracts)**

**Article 5**

The Hotel may not accept the conclusion of an Accommodation Contract under any of the following circumstances:

- (1) When the application for accommodation does not conform with the provisions of these Terms and Conditions;
- (2) When the Hotel is fully booked and no room is available;
- (3) When the Guest seeking accommodation is deemed liable to conduct himself/herself in a manner that will contravene the laws or act against the public order or good morals in regard to his/her accommodation;
- (4) When the Guest seeking accommodation behaves in such a manner as to be an annoyance to other guests;
- (5) When the Guest seeking accommodation can be clearly detected to be carrying an infectious disease;
- (6) When the Guest seeking accommodation makes violet demands, or the Hotel is requested to assume an unreasonable burden in regard to the Guest's accommodation;
- (7) When the Hotel is unable to provide accommodation due to natural calamities, malfunction of the facilities and/or other unavoidable causes;or
- (8) When the Guest seeking accommodation has used violence, assaulted, threatened, blackmailed and/or made threatening and unreasonable demands to the Hotel or the employees of the Hotel, or has requested the Hotel to assume an unreasonable burden, or is deemed to have conducted similar acts in the past.

**(Right to Cancel Accommodation Contracts by the Guest)**

**Article 6**

The Guest is entitled to cancel the Accommodation Contract by so notifying the Hotel.

In the case where the Guest has cancelled the Accommodation Contract in whole or in part due to causes for which the Guest is liable (except in the case where the Hotel has requested the payment of the deposit during the specified period as prescribed in paragraph 2 of Article 3 and the guest has cancelled before the payment), the Guest shall pay cancellation charges as listed in the Attached Table No. 2. However, in the case when a special contract as prescribed in paragraph 1 of Article 4 has been concluded, the same shall apply only when the Guest is informed of the obligation of the payment of the cancellation charges in case of cancellation by the Guest.

In the case where the Guest does not appear by 3 p.m., Thai local time, on the accommodation date (or 2 hours after the expected time of arrival if the Hotel has been notified of it) without an advance notice, the Hotel may regard the Accommodation Contract as being cancelled by the Guest.

**(Right to Cancel Accommodation Contracts by the Hotel)**

## **Article 7**

The Hotel may cancel the Accommodation Contract under any of the following circumstances:

- (1) When the Guest is deemed liable to conduct and/or has conducted himself/herself in a manner that will contravene the laws or act against the public order or good morals in regard to his/her accommodation;
- (2) When the Guest behaves in such a manner as to be an annoyance to other guests;
- (3) When the Guest can be clearly detected to be carrying an infectious disease;
- (4) When the Guest makes violet demands, or the Hotel is requested to assume an unreasonable burden in regard to the Guest's accommodation;
- (5) When the Hotel is unable to provide accommodation due to natural calamities and/or other causes of force majeure;
- (6) When the Guest does not observe the rules prohibiting certain actions specified under the House Regulations stipulated by the Hotel (restricted to prohibitions deemed necessary in order to prevent fires) such as smoking in bed, and mischief to the fire-fighting facilities; or
- (7) When the Guest seeking accommodation has used violence, assaulted, threatened, blackmailed and/or made threatening and unreasonable demands to the Hotel or the employees of the Hotel, or has requested the Hotel to assume an unreasonable burden, or is deemed to have conducted similar acts in the past.

In cases where the Hotel has canceled the Accommodation Contract in accordance with the preceding paragraph, the Hotel shall not be entitled to charge the Guest for any services which he/she has not received.

## **(Registration)**

### **Article 8**

The Guest shall register the following particulars at the reception of the Hotel on the day of accommodation:

- (1) Name, age, sex, address, telephone number and e-mail address of the Guest;
- (2) Nationality, passport number, port and date of entry in Thailand (A photocopy of your passport must be taken when you check-in.);
- (3) Date and estimated time of departure;
- (4) Name, age, sex of the accompanying guest(s); and
- (5) Others particulars deemed necessary by the Hotel.

As per government regulations, all international guests are required to submit their Passport upon check-in.

**(Occupancy Hours of Guest Rooms)**

**Article 9**

The Guest is entitled to occupy the contracted guest room of the Hotel from 3:00 pm to 12:00 pm, Thai local time. However, in the case when the Guest is accommodated continuously, he/she may occupy it all day long, except for the days of arrival and departure. Exceptions might occur due to some reasons including maintenance of the facilities.

Additional charges (100% of the amount equivalent to the room charge) will apply if the Guest requests to use the guest room after 12:00 pm of the day of departure.

**(Observance of House Regulations)**

**Article 10**

The Guest shall observe the House Regulations established by the Hotel which are presented within the premises of the Hotel.

**(Business Hours)**

**Article 11**

The business hours of the main facilities of the Hotel are as follows (Thai local time). Those of other facilities shall be notified in detail in brochures provided in the Hotel, notices displayed at various places, and the guest directories in guest room, etc.

- (1) Service Hours of the Reception : 8:00am – 8:00pm
- (2) Service Hours of the Restaurant:
  - a. Breakfast:7:30 am – 9:00 am
  - b. Lunch:11:30 am - 1:30 pm
  - c. Dinner:5:00 pm - 7:00 pm
- (3) Service hours of hoshihana shop: 9:00am – 5:00pm

The business hours specified in the preceding paragraph are subject to temporary changes due to unavoidable circumstances of the Hotel. In such cases, the Guest shall be informed by appropriate means.

**(Payment of Accommodation Charges)**

**Article 12**

1. The breakdown and method of calculation of the Accommodation Charges, etc. that the Guest shall pay is as listed in the Attached Table No.1.

2. Accommodation and Restaurant Charges, etc. as stated in the preceding paragraph shall be paid by cash(Thai Bahts only) or credit cards recognized by the Hotel at the reception at the time of the Guest's departure, or upon request by the Hotel.
3. Accommodation Charges shall be paid even if the Guest voluntarily does not utilize the accommodation facilities once such facilities have been made available to him/her by the Hotel.

**(Liabilities of the Hotel)**

**Article 13**

1. The Hotel shall compensate the Guest for damage if the Hotel has caused such damage to the Guest in the fulfillment or the nonfulfillment of the Accommodation Contract and/or related agreements. However, the same shall not apply in the case when such damage is due to reasons for which the Hotel is not liable.
2. The Hotel is covered by Hotel Liability Insurance in case of fires and/or other disasters.

**(Arrangement When Unable to Provide Contracted Rooms)**

**Article 14**

When unable to provide the contracted room(s), the Hotel shall arrange accommodation of the same standard elsewhere for the Guest as far as practicable with the consent of the Guest. However, the Hotel is unable to arrange accommodation due to natural disasters or other difficult situation like force majeure.

When arrangement of other accommodation cannot be made notwithstanding the provisions of the preceding paragraph, the Hotel shall pay the Guest a compensation fee equivalent to the cancellation charges and the compensation fee shall be applied to the reparations. However, when the Hotel cannot provide accommodation due to reasons for which the Hotel is not liable, the Hotel shall not pay the compensation fee to the Guest.

**(Handling of Deposited Articles)**

**Article 15**

1. Goods, cash, or valuables that are brought on to the premises of the Hotel by the Guest are the responsibility of the Guests. The Hotel shall only compensate the Guest for damages when loss, breakage or other damages is caused intentionally or through negligence on the part of the Hotel.
2. When the baggage of the Guest is brought into the Hotel before his/ her arrival, the Hotel shall be liable to keep it and to hand it over to the Guest at the reception at the time of his/her check-in only when that request has been agreed to by the Hotel in advance.

3. When the baggage or belongings of the Guest are found left behind after his/ her check-out, and the ownership of the article is identified, the Hotel shall keep the article for 7days including the day it was found, and after this period the Hotel may discard it.

**(Liability in Regard to Parking)**

**Article 16**

The Hotel shall not be liable for the custody of any vehicle belonging to the Guest when the Guest utilizes the car park in the Hotel, whether the key of the vehicle has been deposited with the Hotel or not, as the Hotel merely offers the space for parking. However, the Hotel shall compensate the Guest for any damage caused through intention or negligence on the part of the Hotel in regard to the management of the car park.

**(Liability of the Guest)**

**Article 17**

The Guest shall compensate the Hotel for any damage caused through intention or negligence on the part of the Guest.

**(Disaster Control)**

**Article 18**

Please cooperate to prevent disasters such as fire and earthquake and deal with these disasters calmly. In addition, please confirm emergency exits, fire extinguishing systems and evacuation procedures, etc. in advance in order to be prepared for unforeseeable circumstances.