Terms of Use for "Prearranged Accommodation with Payment on Site Service"

Amended in February 22th, 2024.

Be sure to carefully read the following Terms of Use when using the Prearranged Accommodation with Payment on Site Service.

JAPANiCAN.com offers the Prearranged Accommodation with Payment on Site Service (hereinafter called "The Service") by making use of the JTB Corp.'s system via Internet of prearranged accommodation with payment on site. The Service that we provide to you is subject to the following Terms of Use (hereinafter called "The Terms"). Your use of The Service indicates your acknowledgement and agreement to The Terms.

Article 1. (Scope of application)

Any reservations made through The Service fall under The Terms, not the adhesive Arranged Travel Agreement Terms and Conditions of JTB Corp. Matters provided for in The Terms are under laws and ordinances, or habitual practices generally established.

In the event we make a special arrangement with Users in writing within a scope that does not bring disadvantages to Users without breaking any laws and ordinances, notwithstanding the provision in the previous clause, such special arrangement supersedes.

Article 2. (Terminology)

In these Terms, "reservation" refers to the User entering into a contract with an accommodation facility using this Service so that the user can receive accommodation-related services from the accommodation facility. In these Terms, "accommodation fee" refers to the fee paid by the user to the accommodation facility when receiving accommodation services.

Article 3. (Locus of contracts)

The contract regarding this service is a contract concluded between the user and the accommodation facility.

Article 4. (Reservations)

Any Users seeking to make reservations shall complete the Internet application form provided by us and send it to us via Internet as prescribed on the form.

Article 5. (Confirmation of reservations)

The "conformation screen" describing matters concerning accommodation services for Users is displayed by us as soon as practicable after a reservation is made.

Article 6. (Time of completion of contracts)

Accommodation contracts are completed when Users make reservations in accordance with Article 4 under adhesive terms and conditions for accommodation and "the completion screen" as a response to the relevant confirmation is displayed on the user's Internet terminal.

Notwithstanding time of completion of contracts stipulated in the previous clause, provisions prescribed by accommodation facilities, if any, supersede.

In the event there are such provisions mentioned in the previous clause, they are provided on the Internet.

Article 7. (Termination of obligations)

Performance of our obligations is terminated when we, with the care of a good manager, confirm that Users make reservations with accommodation facilities and such reservations are completed. Accordingly, even if subsequently accommodation services are not available for such Users due to any business reasons of accommodation facilities and any causes including unreasonable conditions, we shall assume no responsibility for it. In such case, such Users are dealt with under adhesive terms and conditions prescribed by each accommodation facility.

Article 8. (Handling of personal information)

We never, in principle, disclose personal information Users provide us in the course of use of the Service to anyone other than us and organizations concerned who need personal information for reservations, provided that we may disclose personal information in the following cases. For more information, see Privacy Policy.

- in case Users agree on disclosure of personal information
- in case disclosure is required by law

Article 9. (Change in the contract detail and termination at the discretion of Users)

• Users may request to terminate all or part of accommodation reservations or to change reservation detail.

• When requesting cancellation, the user shall perform the cancellation operation from the "BOOKINGS" on JAPANiCAN.com.

• If you want to make any changes to your bookings, you must submit your request directly to the property.

• In the event of cancellation of all or part of the reservation or change of the reservation details, or in the event of no-show without notice, at the request of the user in the preceding paragraph, cancellation charges and penalty charges are determined under adhesive terms and conditions for accommodation prescribed by each accommodation facility.

• Cancellation and penalty charges will be collected by JTB from the user and paid to the accommodation facility.

*Valid credit card information must be registered at the time of reservation to guarantee the reservation. Please note that the cancellation fee paid by JTB to the accommodation will be automatically charged to the credit card registered by the user.

*Cancellation charges may be charged to the user without prior notice.

*If cancellation charges are incurred due to changes in the number of persons or the number of nights, etc., the user must pay the cancellation charges directly to the facility on-site.

Article 10. (Termination due to any causes attributable to Users)

In the event Users fail to complete reservation procedures specified by each accommodation facility, by the appointed time, the relevant accommodation contracts may be terminated.

In the event such contracts are terminated in accordance with the provision in the previous clause, Users shall pay cancellation charges and penalty charges under adhesive terms and conditions for accommodation prescribed by each accommodation facility.

Article 11. (Payment of accommodation fees)

Users shall pay accommodation fees to each accommodation facility at a time appointed by it. The room price includes consumption tax, but service fee and other taxes (bath tax, hotel tax, etc.) may not be included.

Article 12. (Responsibility of us)

We shall, if we cause damages to Users due to non-communication of information, intentionally or negligently, indemnify Users for such damages within the limits of the relevant accommodation fees. This shall apply any cases where we get notice within one (1) month from the following day of date of occurrence of damages.

We shall, except as described in the previous clause, assume no responsibility for damages incurred between Users and accommodation facilities.

We show information that we receive from accommodation facilities without modification. We shall assume no responsibility for the truth of such information.

Article 13. (Governing Law/Courts of competent jurisdiction)

Any and all conflicts which may arise between Users and us in relation to the Service shall be settled upon faithful consultation between the parties. The Terms shall be governed by and construed in accordance with the law of Japan without regard to conflicts of law principles. If the parties fail to reach settlement, they shall be settled by arbitration of Tokyo District Court and Tokyo Summon Court as agreement jurisdictional court.

Article 14. (Change to the Terms)

We shall have the right, at its sole direction, to change, modify, add or remove any terms and conditions of the Terms. Your continued use of any Service following the effective date of such change(s) shall mean and be deemed your acceptance of such change(s).

We will post our change(s) of the Terms along with the contents and the effective date of such change(s) one month before the effective date on our website: www.japanican.com; provided, however, that we may change the Terms less than one month without prior notice under unavoidable circumstances.

Article 15. (Effective date of terms)

The Terms shall come into effect on Feb. 22th, 2024(JST).