

宿泊約款

CONDITIONS OF STAY

【適用範囲】

第 1 条 1.当館が宿泊客との間で締結する宿泊約款及びこれに関連する契約は、この約款の定めるところによるものとし、この約款に定めない事項については、法令又は一般に確立された慣習によるものとし、
2.当館が、法令及び慣習に反しない範囲で特約に応じたときは、前項の規定にかかわらず、その特約が優先するものとします。

【宿泊契約の申込み】

第 2 条 1.当館に宿泊契約の申込みをしようとする者は、次の事項を当館に申し出ていただきます。
(1)宿泊者名
(2)宿泊日及び到着予定時間
(3)宿泊料金(原則として別表第1の基本宿泊料による。)
(4)その他当館が必要と認める事項
2.宿泊客が、宿泊中に前項第2号の宿泊日を超えて宿泊の継続を申し入れた場合、当館は、その申し出がなされた時点で新たな宿泊契約の申込みがあったものとして処理します。

【宿泊契約の成立等】

第 3 条 1.宿泊契約は、当館が前条の申込みを承諾したときに成立するものとします。ただし、当館が承諾をしなかったことを証明したときは、この限りではありません。
2.前項の規定により宿泊契約が成立したときは、宿泊期間(3日を超えたときは3日間)の基本宿泊料を限度として当館が定める申込金を、当館が指定する日までに、お支払いいただきます。
3.申込金は、まず、宿泊客が預料的に支払うべき宿泊料金に充当し、第6条及び第13条の規定を適用する事由が生じたときは、連約金に次いで賠償金の順序で充当し、残額があれば、第12条の規定による料金の支払いの順に返還します。
4.第2項の申込金を前項の規定により当館が指定した日までにお支払いいただけない場合は、宿泊契約はその効力を失うものとします。ただし、申込金の支払期間を指定するに当たり、当館がその旨を宿泊客に告知した場合に限りです。

【申込金の支払いを要しないこととする特約】

第 4 条 1.前条第2項の規定にかかわらず、当館が、契約の成立後前項の申込金の支払いを要しないこととする特約に応じることがあります。
2.宿泊契約の申込みを承諾するに当たり、当館が前条第2項の申込金の支払いを求めなかった場合及び当館が申込金の支払期日を指定しなかった場合は、前項の特約に応じたものとして取り扱います。

【宿泊契約締結の拒否】

第 5 条 当館は、次に掲げる場合において、宿泊契約の締結に応じないことがあります。
(1)宿泊の申込みが、この約款によらないとき。
(2)満室(既)により客室の余裕がないとき。
(3)宿泊しようとする者が、宿泊に関し、法令の規定、公の秩序もしくは善良の風俗に反する行為をするおそれがあると明らかに認められるとき。
(4)宿泊しようとする者が、伝染病患者であると明らかに認められるとき。
(5)宿泊に関し合理的な範囲を超える負担を求められたとき。
(6)天災、施設の故障、その他やむを得ない事由により、宿泊させることができないとき。
(7)北海道旅館業法施行条例9条の規定する場合に該当するとき。

【宿泊客の契約解除権】

第 6 条 1.宿泊客は、当館に申し出て、宿泊契約を解除することができます。
2.当館は、宿泊客がその責めに帰すべき事由により宿泊契約の全部又は一部を解除した場合(第3条第2項の規定により当館が申込金の支払い期日を指定してその支払いを求めた場合であって、その支払いより前に宿泊客が宿泊契約を解除したときを除きます。)、別表第2に掲げるところにより、連約金を申し受けます。ただし、当館が第4条第1項の特約に応じた場合にあつては、その特約に応じたにあつて、宿泊客が宿泊契約を解除したときの連約金支払義務について、当館が宿泊客に告知したときに限りです。
3.当館は、宿泊客が連絡をしない宿泊日当日の午後8時(あらかじめ到着予定時刻が明示されている場合は、その時刻を2時間経過した時刻)にもも到着しないときは、その宿泊契約は宿泊客により解除されたものとみなし処理することがあります。

【当館の契約解除権】

第 7 条 1.当館は、次に掲げる場合においては、宿泊契約を解除することがあります。
(1)宿泊客が宿泊に関し、法令の規定、公の秩序もしくは善良の風俗に反する行為をするおそれがあると認められるとき、又は同行行為をしたと認められるとき。
(2)宿泊客が伝染病患者であると明らかに認められるとき。
(3)宿泊に関して合理的な範囲を超える負担を求められたとき。
(4)天災等不可抗力に起因する事由により宿泊させることができるとき。
(5)北海道旅館業法施行条例9条の規定する場合に該当するとき。
(6)寝室での寝たばこ、消防用設備等に対するいたずら、その他当館が定める利用規則の禁止事項(火災予防上必要なものに限る。)に反わないとき。
2.当館が前項の規定に基づいて宿泊契約を解除したときは、宿泊客がまだ提供を受けていない宿泊サービス等の料金はいただきません。

【宿泊の登録】

第 8 条 1.宿泊客は、宿泊日当日、当館のレセプションにおいて、次の事項を登録していただきます。
(1)宿泊客の氏名・年齢・性別・住所及び職業
(2)外国人にあつては、国籍・旅券番号・入国地及び入国年月日
(3)出発日及び出発予定時刻
(4)その他当館が必要と認める事項
2.宿泊客が第12条の料金の支払いを、旅行小切手、宿泊券、クレジットカード等通貨に代わり得る方法により行おうとするときは、あらかじめ、前項の登録時にそれらを呈示していただきます。

【客室の使用時間】

第 9 条 1.宿泊客が当館の客室を使用できる時間は、午後3時から翌朝10時までとします。ただし、連続して宿泊する場合においては、到着日及び出発日を除き、終日使用することができます。
2.当館は、前項の規定にかかわらず、同項に定める時間外の客室の使用に応じることがあります。この場合には次に掲げる追加料金を申し受けます。
(1)午後1時まで……泊室料金の30%
(2)午後5時まで……泊室料金の50%
(3)午後6時すぎ……泊室料金の100%
3.前項の室料相当額は、基本宿泊料の70%とします。

【利用規則の遵守】

第 10 条 1.宿泊客は、当館内においては、当館が定めて館内に掲示した利用規則に従っていただきます。

【営業時間】

第 11 条 1.当館の主な施設等の営業時間は次のとおりとし、その他の施設等の詳しい営業時間は備え付けパンフレット、各所の掲示、客室内のサービスディレクトリー等でご案内いたします。
(1)「森ビュッフェ」 ランチ(土・日・祝 二部制) 11:15～12:35/
13:00～14:20
(朝食) 7:00～9:30
(ディナー) 18:00～21:00
(2)ショップ [森マーケット] 7:30～22:00
(3)ラウンジ「森テラス」 15:00～24:00
(4)ラウンジバー [森バー] 15:00～18:00
20:00～24:00(チャージ)
(5)ピローギャラリー 16:00～20:00
(7)パティシエラボ 8:30～18:00

2.前項の時間は、必要やむを得ない場合には臨時に変更することがあります。その場合には、ホームページでの告知等、適当な方法をもってお知らせします。

【料金の支払い】

第 12 条 1.宿泊客が支払うべき宿泊料金等の内訳及びその算定方法は、別表第1に掲げるところによります。
2.前項の宿泊料金等の支払いは、通貨又は当館が認めた旅行小切手、宿泊券、クレジットカード等これに代わり得る方法により、宿泊客の出発の際又は当館が請求したとき、レセプションにおいて行っていただきます。
3.当館が宿泊客に客室を提供し、使用が可能になったのち、宿泊客が任意に宿泊しなかった場合においても、宿泊料金は申し受けます。

【当館の責任】

第 13 条 1.当館は、宿泊契約及びこれに関連する契約の履行に当たり、又はそれらの不履行により宿泊客に損害を与えたときは、その損害を賠償します。ただし、それが当館の責めに帰すべき事由によるものではないときは、この限りではありません。
2.当館は、消防機関から適マークを受領しておりますが、万一の火災等に対処するため、旅館賠償責任保険に加入しております。

【契約した客室の提供ができないときの取扱い】

第 14 条 1.当館は、宿泊客に契約した客室を提供できないときは、宿泊客の了解を得て、できる限り同一の条件による他の宿泊施設を斡旋するものとします。
2.当館は、前項の規定にかかわらず他の宿泊施設の斡旋ができないときは、連約金相当額の補償料を宿泊客に支払い、その補償料は損害賠償額に充当します。ただし、客室が提供できないことについて、当館の責めに帰すべき事由がないときは、補償料を支払いません。

【寄託物等の取扱い】

第 15 条 1.宿泊客がレセプションにお預けになった物品又は現金ならびに貴重品について、滅失、毀損等の損害が生じたときは、それが不可抗力である場合を除き、当館は、その損害を賠償します。ただし、現金及び貴重品については、当館がその種類及び価額の申告を求めた場合であつて、宿泊客がそれを行わなかったときは、当館は15万円を限度としてその損害を賠償します。
2.宿泊客が、当館内にお持ち込みになった物品又は現金ならびに貴重品であつてレセプションにお預けにならなかったものについて、当館の故意又は過失により滅失、毀損等の損害が生じたときは、当館はその損害を賠償します。ただし、宿泊客からあらかじめ種類及び価額の申告のなかったものについては、15万円を限度として当館はその損害を賠償します。

【宿泊客の手荷物又は携帯品の保管】

第 16 条 1.宿泊客の手荷物が、宿泊に先立って当館に到着した場合は、その到着前に当館が了解したときに限って責任をもって保管し、宿泊客がレセプションにおいてチェックインする際お渡します。
2.宿泊客がチェックアウトしたのち、手荷物または携帯品が当ホテルに置き忘れられている場合において、当ホテルは原則として所有者からの照会の連絡を待ちその指示を求めます。所有者からの指示がない場合は、貴重品については発見日を含め7日以内に最寄の警察署に届け、その他の物品については3ヶ月経過後処分します。ただし飲食物・たばこ・雑誌等は即日処分します。

【駐車場の責任】

第 17 条 1.宿泊客が駐車場をご利用になる場合、車両のキーの寄託の如何にかかわらず、当館は場所をお貸しするものであつて、車両の管理責任まで負うものではありません。ただし、駐車場の管理に当たり、当館の故意又は過失によって損害を与えたときは、その賠償の責めに任じます。

【宿泊客の責任】

第 18 条 宿泊客の故意又は過失により当館が損害を被ったときは、当該宿泊客は当館に対し、その損害を賠償していただきます。

別表第1 宿泊料金等の内訳(第2条第1項及び第12条第1項関係)

		内 容	
宿泊客が支払うべき額	宿泊料金	① 基本宿泊料(室料(及び室料+朝食等の飲食料)) ② サービス料(に含むもの)	
	追加料金	③ 追加料金(①に含まれるものを除く) ④ サービス料(に含むもの)	
	税金	イ 消費税 ロ 入湯税(温泉地のみ)	

契約解除の通知をうけた日	不 泊	当 日	前 日	2～7日前	8～14日前	15～30日前	31～60日前
契約申込 10名まで	100%	100%	50%	30%	10%		
人数 11～30名まで	100%	100%	80%	50%	30%	10%	
31名以上	100%	100%	100%	50%	30%	20%	10%

1.％は、基本宿泊料に対する連約金の比率です。
2.連泊の最終日数の超過した場合は、キャンセルされたい日数を超過する連泊料を徴収します。
3.別表第1「基本宿泊料」欄に契約の締結があった場合、契約日数に応じて上記連泊料を徴収します。
4.各種宿泊料・宿泊プランにキャンセル料について記載がある場合、その記載内容が優先されます。

TERMS AND CONDITIONS FOR ACCOMMODATION CONTRACTS OF JOZANKEI TSURUGA RESORT SPA “MORI NO UTA”

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 regulations and/or generally accepted practices.
2. In the case where the Hotel has entered into a special contract with the Guest insofar as such special contract does not violate laws and regulations and 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 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);
- (4) Other particulars deemed necessary by the Hotel.

2. In the case where the Guest requests, during the Guest's stay, extension of the accommodation beyond the date in subparagraph (2) of the preceding Paragraph, it shall be regarded as an application for a new Accommodation Contract at the time such 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 when it has been proved that the Hotel has not accepted the application.

2. When a Contract for Accommodation has been concluded in accordance with the provisions of the preceding Paragraph, the Guest is requested to pay an accommodation deposit fixed by the Hotel within the limits of Basic Accommodation Charges covering the Guest's entire period of stay (3 days when the period of stay exceeds 3 days) by the date specified by the Hotel.

3. The deposit shall be first used for the Total Accommodation Charges to be paid by the Guest, then secondly for the cancellation charges under Article 6 and thirdly for the reparations under Article 18 as applicable, and the remainder, if any, shall be refunded at the time of the payment of the Accommodation Charges as stated in Article 12.

4. 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 when the period of payment of 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.

2. 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 a 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 cases:

- (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 clearly deemed liable to conduct himself in a manner that will contravene the laws or act against the public order or good morals in regard to the accommodation;
- (4) When the Guest seeking accommodation can be clearly detected to be carrying an infectious disease;
- (5) When the Hotel is requested to assume an unreasonable burden in regard to accommodating the Guest;
- (6) When the Hotel is unable to provide accommodation due to natural calamities, disfunction of the facilities and/or other unavoidable causes;

2. In the case where the provisions of Article 9 of the Enforcement Ordinances of the Hotel Business Law in Hokkaido are applicable, **Right to Cancel Accommodation Contracts by the Guest**

Article 6. The Guest is entitled to cancel the Accommodation Contract by so notifying the Hotel.
2. In the case when 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 when 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.

3. In the case when the Guest does not appear by 8 p.m. of the accommodation date (2 hours after the expected time of arrival if the Hotel is notified of it) without an advanced 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 cases:

- (1) When the Guest is deemed liable to conduct and/or have conducted himself in a manner that will contravene the laws or act against the public order and good morals in regard to the Guest's accommodation;
- (2) When the Guest can be clearly detected as carrying an infectious disease;
- (3) When the Hotel is requested to assume an unreasonable burden in regard to the Guest's accommodation;
- (4) When the Hotel is unable to provide accommodation due to natural calamities and/or causes of force majeure;
- (5) When the provisions of Article 9 of the Enforcement Ordinances of the Hotel Business Law in Hokkaido are applicable;
- (6) When the Guest does not observe prohibited actions such as smoking in bed, mischief to the fire-fighting facilities and other prohibitions of the Hotel Policy and Rule stipulated by the Hotel (restricted to particulars deemed necessary in order to avoid the causing of fires).

2. In the case when the Hotel has cancelled the Accommodation Contract in accordance with the preceding Paragraph, the Hotel shall not be entitled to charge the guest for any of the services in the future during the contractual period which the Guest has not received.

Registration

Article 8. The Guest is requested to register the following particulars at the Reception of the Hotel on the day of accommodation:

- (1) Name, age, sex, address and occupation of the Guest(s);
- (2) Except Japanese guests, nationality, passport number, port and date of entry in Japan;
- (3) Date and estimated time of departure;
- (4) Other particulars deemed necessary by the Hotel.

2. In the case when the Guest intends to pay the accommodation charges prescribed in Article 12 by any means other than Japanese currency, such as traveler's checks, coupons or credit cards, these credentials shall be shown in advance at the time of the registration prescribed in the preceding Paragraph.

Occupancy Hours of Guest Rooms

Article 9. The Guest is entitled to occupy the contracted guest room of the Hotel from 3 p.m. to 10 a.m. the next morning. However, in the case where the Guest's accommodation is continuous, the Guest may occupy it all day long, except for the days of arrival and departure.

2. The Hotel may, notwithstanding the provisions described in the preceding Paragraph, permit the Guest to occupy the room beyond the time prescribed in the same Paragraph. In this case, extra charges shall be paid as follows:

- (1) Until 1:00 p.m. _____ 30% of room charge
- (2) Until 6:00 p.m. _____ 50% of room charge
- (3) After 6:00 p.m. _____ A full room charge

3. The above room charge corresponds to 70% of the basic accommodation charges.

Observance of Hotel Policy & Rules

Article 10. The Guest shall observe the Hotel Policies & Rules established by the Hotel, which are posted within the premises of the Hotel.

Business Hours

Article 11. The business hours of the hotel main facilities are as follows, and those of other facilities, etc. shall be notified in detail by brochures as provided, notices displayed in various places, the Service Directory in guest rooms and other means.

(1) Mori Buffet	(Lunch weekends/Scholiday) (Breakfast) (Dinner)	11:15-12:35 / 7:00-9:30 / 17:45-21:00	13:00-14:20
(2) [Mori Market]-Gift Shop		7:30-22:00	
(3) Lounge [Mori Terrace]		15:00-24:00	
(4) Bar [Mori Bar]		15:00-18:00/20:00-24:00 (Charge)	
(5) Pillow Gallery		16:00-20:00	
(6) Patisier Lab		8:30-18:00	

***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 such as notification on the homepage.

Payment of Accommodation Charges

Article 12. The breakdown and method of calculating Accommodation Charges, etc. that the Guest shall pay is as listed in the Attached Table No. 1.

2. Accommodation Charges, etc. as stated in the preceding Paragraph shall be paid with Japanese currency or by any means other than Japanese currency, such as traveler's checks, coupons or credit cards, recognized by the Hotel at the Reception at the time of the departure of the Guest or upon request by the Hotel.

3. Accommodation Charges shall be paid even if the Guest does not utilize the accommodation facilities which are prepared and provided for the Guest by the Hotel.

Liabilities of the Hotel

Article 13. The Hotel shall compensate the Guest for damages if the Hotel has caused such damage to the Guest in the fulfillment or nonfulfillment of the Accommodation Contract and/or related agreements. However, the same shall not apply in case when such damage has been caused due to reasons for which the Hotel is not liable.

2. The Hotel has received the "Pass Mark" (Certificate of excellence of Fire Prevention Standards issued by the Metropolitan Fire Department). Additionally, the Hotel is covered by Hotel Liability Insurance for fire and/or other possible disasters.
3. Although the Hotel is a facility not subject to the "Pass Mark" issued by the Metropolitan Fire Department (two-story or less, with a capacity of 30 or less), the Hotel takes appropriate measures to improve fire prevention facilities, and is covered by Hotel Liability Insurance to cope with emergencies such as fires.

Handling when unable to provide Contracted Rooms

Article 14. The Hotel shall, when unable to supply contracted rooms, arrange accommodation of the same standard elsewhere for the Guest insofar as practicable with the consent of the Guest.

2. If arrangement of other accommodation cannot be made notwithstanding the provisions of the preceding Paragraph, the Hotel shall pay the Guest an accommodation fee equivalent to the cancellation charges and the compensation fee shall be applied to the reparations. However, the compensation amount equal to the cancellation charge shall be calculated by revising the description item in the Attached Table 2 from "Date of cancellation received" to "Date notified of compensation payment." If the Hotel could not supply accommodation due to causes for which the Hotel is not liable, the Hotel shall not compensate the Guest.

Handling of Deposited Articles

Article 15. The Hotel shall compensate the Guest for damages when loss, breakage or other damage is caused to the goods, cash or valuables deposited at the Reception by the Guest, except in the case when this has occurred due to causes of force majeure. However, for cash and valuables, when the Hotel has requested the Guest its kind and value but the Guest has failed to do so, the Hotel shall compensate the Guest within the limits of 150,000 yen.

2. The Hotel shall compensate the Guest for damage when loss, breakage or other damage is caused, through intention or negligence on the part of the Hotel, to the goods, cash or valuables which are brought into the premises of the Hotel by the Guest but are not deposited at the Reception. However, for articles for which the kind and value has not been reported in advance by the Guest, the Hotel shall compensate the Guest within the limits of 150,000 yen.

Custody of Baggage and/or Belongings of the Guest

Article 16. When the baggage of the Guest is brought into the Hotel before arrival, the Hotel shall be liable to keep it only in the case when such a request has been accepted by the Hotel. The baggage shall be handed over to the Guest at the Reception at the time of check-in.

2. In the event that baggage or belongings are left behind at the hotel after the guest has checked out, As a general rule, the Hotel will wait for an inquiry from the Owner and seek its instructions. If there is no instruction from the owner, deliver the valuables to the nearest police station within 7 days including the date of discovery. Other items will be disposed of after 3 months. However, food, drink, cigarettes, magazines, etc. will be disposed of on the day.

Liability in regard to parking

Article 17. The Hotel shall not be liable for the custody of the vehicle of the Guest when the Guest utilizes the parking lot within the premises of the Hotel, as it shall be regarded that the Hotel simply offers the space for parking, whether the key of the vehicle has been deposited to the Hotel or not. However, the Hotel shall compensate the Guest for damages caused through intention or negligence on the part of the Hotel in regards to the management of the parking lot.

Liability of the Guest

Article 18. The Guest shall compensate the Hotel for damages caused through intention or negligence on the part of the Guest.

Attached Table, No.1 Calculation Method for Accommodation Charges (Ref, Paragraph 1 of Article2, Paragraph 2 of Article 3 and Paragraph 1 of Article 12)

		Contents	
Total Amount to be paid by the Guest	Accommodation Charges	1.Basic Accommodation Charge(room/charge including breakfast) 2.Service Charge(related to 1)	
	Extra Charges	3.Extra meals and drinks(excluding what is included in 1) 4.Service Charge(related to 3)	
	Taxes	aConsumption tax bHot springs tax(only for locations with Hot Springs)	

Attached Table 2

Date when cancellation of contract is notified		No Show	Accommodation Day	1 Day Prior to Accommodation Day	2-7 Days Prior	8-14 Days Prior	15-30 Days Prior	31-60 Days Prior
Contracted Number of Guests	Up to 10 Guests	100%	100%	50%	30%	10%		
	11-30 Guests	100%	100%	80%	50%	30%	10%	
	31 or more Guests	100%	100%	100%	50%	30%	20%	10%

*REMARKS

1. The percentage signifies When the cancellation charge to the Basic Accommodation Charges.
2. When the number of days contracted are reduced, cancellation charges for the fee due shall be paid by the Guest regardless of the number of days shortened.
3. When part of the group booking (for 11 persons or more) is cancelled, the penalty will be according to the number of cancelled guests as stated above.
4. When each of contracts or accommodation plans prescribes a special cancellation policy, cancellation charge follow rules in its provision.