# Hotel Niwa Tokyo

# Terms and Conditions for Use of Venues for Meetings, Banquets, and Events

Hotel Niwa Tokyo (hereinafter, the Hotel) has designated the following rules for use of venues and requests adherence to these rules. Items not stipulated in the subject Terms and Conditions shall adhere to laws or generally established practices. Nevertheless, in the case of individual contracts, when the customer and the Hotel arrange separate terms and conditions, those terms and conditions shall apply.

## 1. Usage time and additional room charge

Venue usage shall be the time decided in advance between the Hotel and the customer, including facility setup and removal, and the Hotel shall request an additional room charge if usage exceeds the usage time. Meanwhile, the Hotel may not be able to accommodate extra usage due to other reservations.

## 2. Reservations and advance payment

The Hotel shall deem a reservation as the point at which the Hotel approves the reservation request. Furthermore, in some cases, the Hotel shall require the payment of a portion of the estimated cost presented by the Hotel by a date specified by the Hotel as an advance payment.

## 3. Payment

The customer shall pay the amount remaining after subtracting the advance payment from the total usage cost for the venue at the front desk in cash or by credit card on the same day of using the facility. The Hotel accepts payment at a later date in some cases based on a contract concluded ahead of time.

# 4. Confirmation of the number of paying guests

Please inform the hotel representative about the final confirmed number of guests requiring meals, etc. (hereinafter referred to as "number of paying guests") by 5pm two days (excluding weekends and holidays) before the usage date. After that, since all arrangements will have been completed at that point, even if the number of paying guests decreases, the Hotel shall still charge for the entire number of paying guests.

# 5. Cancellation and cancellation fee

In the case of a cancellation of a reservation or change in the reservation date of a banquet for which a reservation has already been concluded, the Hotel shall charge actual costs incurred up until that point and the following cancellation fee.

- Between 30 and 21 days before the usage date: 10% of the estimated cost
- Between 20 and 11 days before the usage date: 20% of the estimated cost
- Between 10 and 3 days before the usage date: 50% of the estimated cost
- On the day before the usage date: 70% of the estimated cost

• On the usage date: 100% of the estimated cost

#### 6. Arrangement of decorations, etc.

The Hotel shall entrust the arrangement of decorations, decorative flowers, boards, special equipment, and other items to its designated contractors. In the case in which the customer would like to make the arrangements with contractors other than the Hotel's designated contractors, arrangements should be made after receiving advance permission from the Hotel, and unloading, loading, setup, removal, and other tasks and related times shall adhere to the Hotel's instructions.

# 7. Compensation for damages

In the case that the customer and any relevant parties on the customer side and external businesses directly arranged by the customer break or cause other damages to the Hotel's facilities, equipment, furnishings, or other items, the customer shall be responsible to pay for repairs or other damages compensation in accordance with the Hotel's decisions.

## 8. Cancellation of the contract

Regarding use of the venue, the Hotel may refuse an application or cancel an existing reservation in the following cases related to an attending customer. The Hotel may also suspend usage during an event in some cases. In the case of a cancellation or suspension, the Hotel shall request the prescribed cancellation fee. The Hotel shall not have any liability for any damages that occur to the customer in such cases.

- When there is a violation of laws and ordinances or public order and morals or the Hotel judges that there is a concern about such violation
- When there is a violation of the subject Terms and Conditions or there is a concern about such violation
- When the customer uses the Hotel's facilities in a manner that causes a nuisance to other customers or there is a concern about such behaviour
- When the venue cannot be used safely due to a natural disaster or other force majeure cause or there is this type of concern
- When the Hotel judges that the usage by the customer is not appropriate

### 9. Prohibitions

The following things are prohibited.

- Bringing in pets (regardless of the type or size of the animal) other than guide dogs, mobility service dogs, and hearing dogs
- Bringing in flammable or dangerous items
- · Behaviour that is contrary to the law or public order and morals or causes a nuisance to other customers
- · Bringing in items that emit a foul odor or create loud sounds

- Bringing in meals, drinks, flower arrangements, or other items that have not received prior consent from the Hotel
- Using the facility for a purpose other than the purpose stated at time of reservation
- Moving furnishings
- Use by antisocial forces or related organizations
- Any other behaviour that is prohibited by laws and ordinances

## 10. Personal information

The Hotel shall use personal information provided by the customer within the scope required in operations for the usage purpose and shall correctly and appropriately handle it. The Hotel may retain the customer's personal information for an undetermined period as a record of provision of the requested service. The Hotel shall carefully handle the customer's personal information and shall not provide or disclose it to a third party other than in the cases listed below.

- When a contractor conducts necessary and suitable oversight for system maintenance and management with a confidentiality agreement
- When given consent by the customer
- · When disclosure is required by laws or ordinances
- When it is necessary for protection of the life, well-being, or property of the customer, the Company, or a third party, and it is difficult to obtain the customer's consent

Additionally, the Hotel shall ensure that its employees rigorously manage customer personal information and strive to enhance security that prevents external leaks, improper access, tampering, loss, and destruction.

#### 11. Theft, disasters, or usage suspension due to force majeure

Customers should be aware of the following points.

- Regarding customer (including all related parties on the customer side) goods or other items, the customer is responsible for management and storage, and regarding mailed customer (including all related parties on the customer side) goods or other items, the Hotel does not bear any liability.
- The Hotel does not bear any liability for damages due to theft or disasters that occur during usage of the venue. Furthermore, the customer side shall bear damages compensation for human injuries or property damage that occurs during use of the venue.
- If the venue becomes unavailable due to natural disasters or emergency situations, the Hotel shall provide compensation by refunding fees already paid and does not have any additional liability.

#### 12. Changes to the Terms and Conditions for Use

The Hotel shall have the ability to change the subject Terms and Conditions for Use with a reasonable notification period. The effect of the updated Terms and Conditions for Use shall apply to all customers. If the Hotel changes all or a portion of the subject Terms and Conditions for Use, it shall provide notification that

the Terms and Conditions for Use have been revised, the content following the changes, and the date when the changes take effect by one month prior to the date of effect on the Hotel's web page or by some other appropriate method (refer to the "NEWS" section of the official web page).