

Terms of Use for the Internet Reservation System

This page stipulates the Terms of Use (hereinafter referred to as “these Terms”) for our Internet Reservation System(hereinafter referred to as “the System”) operated by the Hotel New Otani Nagaoka(hereinafter referred to as “the Hotel”) or their agents authorized by the Hotel. Users are required to read and agree to these Terms prior to using the System. Also, please be aware that users are deemed to have accepted these Terms when a reservation has been made through the System.

Article 1 Required Internet Environment

Users are required to have the following items:

- PC, smartphone, or other devices with Internet access capability.
- Email account, which can be used for sending and receiving emails.

Article 2 Matters to be Observed

Users of the System shall be committed to observe generally accepted manners, morals and technical regulations for using the Internet communication. It is strictly prohibited to use the System for any purpose other than the intended purpose.

Article 3 Conditions Governing Use of the System

The System is intended only for use by individual consumers(users) who have agreed to these Terms and is not intended for travel agencies. When a reservation is made using the System, it is considered that the user has agreed to these Terms, the Terms and Conditions for Accommodation Agreements, and the House Regulations at that point. Once a reservation has been made, it will be handled under preceding Terms and Conditions and Regulations from that point.

Article 4 Impacts Caused by User’s Computer Environment

Use of the System is only intended for those who have properly set-up applications, such as text display(Japanese and English languages) and email settings, on their electronic devices. The Hotel assumes no responsibility for the outcome of operations by users that do not comply with these requirements, or for any consequences that may result, except in cases where there is sufficient evidence for its negative outcome due to willful misconduct or gross negligence on the part of the Hotel. The Hotel also assumes no responsibility if the System does not operate properly due to causes beyond the reasonable control of the Hotel, including but not limited to, any issues associated with user’s electronic device or Internet access settings, even under circumstances that are in accordance with the requirements mentioned above, except in cases where there is sufficient reasonable evidence for its negative outcome due to a willful intention or by gross negligence on the part the Hotel.

Article 5 No Priority in Internet Reservations

There is no priority extended to Internet reservations(online) over phones or face-to-face consultations. Consequently, some requests made through the System may not be accepted when its services and goods are not available due to prior commitments or sold-out condition.

Article 6 Compliance with the Terms and Conditions or other Regulations, etc.

Users must comply with the Terms and Conditions for Accommodation Agreements, the House Regulations and any other terms of services established by the Hotel when using reserved goods and services.

Article 7 Requirement for Processing Reservations

Users are required to complete all the required personal data on the reservation form over online. If the entries are insufficient or inaccurate, the reservation will be invalid.

Article 8 Acceptance of Reservations

Reservations through the System are completed and validated when the System transmits to the user an acceptance notice that can be appeared on the user's device.

Article 9 Payment

Payment for Accommodation charges shall be settled by the user at the Reception Desk upon check-in in principle. Payment for expenses of food and beverages at our restaurants shall be settled by the user at the cashier of each restaurant in principle, by means of cash, credit cards, or electronic funds transfer(e.g. cashless apps) approved by the Hotel. However, if the System is configured with credit-card transaction function or electronic funds transfer system(e.g. cashless apps, electronic money), the user may choose to settle the payment by these payment options at the time of making reservations.

Article 10 Credit Card Transactions and Electronic Funds Transfer

If the System is configured with credit-card transaction function or electronic funds transfer system(e.g. cashless apps), the user may choose to settle the transaction by these payment options as well as cash payment at the location where the transaction is made. However, if the Hotel has previously designated credit card transaction as a payment method, or if the Hotel requires a payment guarantee with the user's credit card for their room reservations or table reservations, it must be paid for by credit card.

Article 11 Cancellations and Amendments to Reservations

Any cancellation or amendment to a reservation through the System shall be constituted by processing with the registered ID and Password in the System.

Article 12 Cancellation Fees

The tables below show cancellation fees for room reservations and table reservations (restaurant reservations) under the cancellation policy provided in Article 7 of the Terms and Conditions for Accommodation Agreements, and cancellation fees for table reservations under the cancellation policy provided in Article 5 of the House Regulations. For more information, contact the room reservations or the restaurant where a table reservation is being made.

(1) Cancellation Fees for Room Reservations

Date when cancellation is notified. Contracted Number of Room Nights	Number of days to the day the reservation is made							
	No Show	On the day	1 day	2 -7 days	8-14 days	15-30 days	31-80 days	81-180 days
Up to 14 room nights	100%	100%	80%	20%	10%	—	—	—
15 room nights and over	100%	100%	100%	80%	60%	30%	20%	10%

Comments:

1. The above percentages indicate the ratio of the cancellation fee to the total accommodation charges determined through consultations between the user (or its travel agent) and the hotel, or to the anticipated total amount calculated from multiplying the total accommodation charge per night by the number of nights to stay.
2. 'Room nights' refer to total number of rooms calculated from multiplying the number of rooms per night by the number of nights to stay (length of stay).
3. If the consecutive room nights have decreased due to rescheduling or decrease in number of nights, these decreases are subject to a cancellation fee.
4. If the reservation is tentative and its accommodation charges are still to be determined at the time when the cancellation of the reservation is made to the Hotel, regular room rates (rack rates) shall apply to cancellations.
5. If any extra expenses are caused to the user up to that point the cancellation is made, these expenses are to be paid by the user.
6. Service charges and taxes are not subject to cancellation fees.
7. Cancellation fees are untaxable, except for expenses incurred up to that point the cancellation is made.

(2) Cancellation Fees for Table Reservations

Number of days to the day when the table reservation is made	Ratio of cancellation fee to the reserved value per person
5 days	30%
4 days – 1 day	50%
On the day	100%
No Show	100%

Comment:

If the price for food or set meal per person is still to be determined at the time when the Hotel receives a notice of cancellation, 5,000 JPY per person will be a reference value subject to a cancellation fee.

Article 13 Handling of Personal Data

Please refer to the Privacy Policy on the official website of New Otani Hotels for more information. (<https://www.newotani.co.jp/en/group/information/privacy>)

Article 14 Responsibilities of Users

User shall be responsible for any conduct and result thereby obtained by processing with the System, except in cases like this where the result is due to negligence on the part of the Hotel. When a user causes damage to a third party by using the System, the user shall be responsible for such damages and must resolve all disputes with the relevant third party under the user's own responsibility and at the user's own expense. When a user causes damage to the Hotel and/or the System due to any of the following conduct, the Hotel shall be entitled to claim damages and demand compensation for the damages from the relevant user:

- Violation of these Terms of Use for Our Internet Reservation System, the Terms and Conditions for Accommodation Agreements, the House Regulations or any other regulations separately established by the Hotel;
- Spreading malware or writing-in of malicious software;
- Writing malicious or harmful information on a third party's website, blog or social networking sites;
- Using the System for improper purposes without the consent of the hotel; or
- Any wrongful conduct in violation of Japan's laws.

Article 15 Refusal of Access to the Official Website and the Hotel

If users cause trouble or detriment to a third party or commit any act that may interfere with the Hotel's services, or commit any act deemed inappropriate by the Hotel, the relevant user may be denied further access to the System, the Hotel and other affiliated hotels.

Article 16 Temporary Interruption

The System may be temporarily interrupted by the Hotel without prior notice to users or consent from users under any of the following circumstances:

- When implementing maintenance or upgrading work on the System;
- In the event that a natural disaster, incident, or other emergency situation occurs or is likely to occur, and the operation of the System is no longer sustainable; or
- When the Hotel deems it necessary to temporarily suspend the use of the System by users for operational reasons such as administration of the Hotel official website and the System.

Article 17 Upgrade and Replacement of the System

The System and its contents may be upgraded or replaced without prior notice if the Hotel deems it necessary. Users are encouraged to carefully read these Terms and a user instruction provided in the official website at each time before using the System.

Article 18 Governing Law

The official website and the System shall be governed and operated under the laws of Japan.

Article 19 Jurisdiction

Any dispute arising from access to the System and the official website shall be subject to the exclusive jurisdiction of the Niigata District Court as the court of first instance.

Article 20 Amendments to these Terms

These Terms correspond to the Standard Terms and Conditions in standard business transactions under the Civil Code, and any part of these Terms may be amended by the hotel in accordance with the provisions of the Code if such amendment is considered beneficial in general to the users or necessary for reasonable and probable cause. Amendments to these Terms shall be published on the official website and apply from the effective date indicated on the relevant page.

Article 21 Severability

If any provision of these Terms or part thereof is held to be invalid or unenforceable under the Consumer Contract Act or other laws or regulations, the remaining provisions hereof shall remain in full force and effect. If any provision of these Terms is held to be invalid or unenforceable for specific users, such validity and enforceability of these Terms shall not be affected thereby under the agreement with the other users.

Article 22 Validity of these Terms

These Terms shall become effective on March 1, 2021, Japan Standard Time.

March 1, 2021

Hotel New Otani Nagaoka