

# House Regulations

Committed to ensuring the safety and well-being of our guests and our personnel, and firmly maintaining its institutional public nature, we have established the following House Regulations for the use of our services, accommodations, dining facilities, function venues and other facilities. When the guest does not observe these regulations, we may have to refuse guests permission to use our services and facilities. Please also note that the guest shall be held responsible for any damages caused to the hotel due to the guest's non-observance of these regulations.

## 1. Scope of Application

These House Regulations apply to those who intend to use the accommodation facilities, conference and reception venues, restaurants, bar, cloak rooms, lobby, tenant outlets and offices, parking lots and carriage porch, and all other facilities within the hotel premises (hereinafter referred to as "the hotel facilities"). In the event of any inconsistency or discrepancy between these House Regulations and the Terms and Conditions for Accommodation Agreements, the Regulations for Function Venues and Wedding Receptions, including but not limited to, any other regulations or rules, the provisions of the latter shall prevail in all respects.

## 2. Disaster Control and Security

- (1) Smoking is strictly prohibited in the hotel premises except in the designated smoking areas under the Health Promotion Act(Act No. 103 of 2002). Those who have smoked at non-smoking areas shall be held responsible for the damage caused to the hotel facilities for any reason whatsoever.
- (2) Do not enter the areas for hotel employees only, emergency stairs, rooftops, machinery spaces, and other facilities not intended for guests except in cases of emergencies.
- (3) In case of fires, earthquakes, or blackouts, follow announcements or instructions from the hotel staff.
- (4) Notify the Reception Desk or other staff near you when you are not feeling well.
- (5) Notify the Reception Desk or other staff near you if you see any suspicious individuals or objects in the premises.
- (6) For safety and security reasons, the entrances, lobbies and other public spaces are monitored by security cameras.

## 3. Valuables and Unclaimed Property

- (1) Please deposit cash and valuables with a safety deposit box at the Reception Desk. The hotel is not responsible for the loss or theft of property unless deposited. Safety deposit boxes are available to the guests only while using the hotel.
- (2) Please be aware that the baggage and belongings will be kept in the cloakroom or storeroom for the period indicated below. However, the hotel does not accept to take custody of art or antiques. If these articles remain unclaimed within the period, they will be disposed of on the part of the hotel.

- i) Property left in the cloakroom: 1 month
  - ii) Property left in the baggage storeroom: 3 months
- (3) When the baggage or belongings of the guest are found left behind, the hotel shall wait for inquiries from the owner and ask for instructions as a general rule. Unless instructed otherwise by the owner, the articles left behind shall be handled properly in an orderly manner according to the law.

#### 4. Accommodations

##### (1) Guest Rooms

- i) If the person intends to apply for a room reservation, the person is required to read these Terms and Conditions for Accommodation Agreements stipulated separately and ensure that he has agreed to them before applying for a room reservation (accommodation contract). However, should the person not agree to these Terms and Conditions, the hotel sincerely recommends that he decline its application. If a reservation is made with no previous agreement to these Terms and Conditions by the person, it will be interpreted as if the person has agreed to the preceding Terms and Conditions before the reservation is made.
- ii) Smoking is prohibited in beds and non-smoking rooms. If the guest is found to have smoked in areas where smoking is prohibited, the guest will be required to compensate for the lost earnings during the period when the room could not be sold and the actual cost for recovery.
- iii) Take time to familiarize yourself with the room locator and find the 'Emergency Preparedness Handbook' as guidelines to ensure personal safety in coping with disaster (fire, earthquake, blackout, etc.) and security in guest rooms.
- iv) The guest room key shall be returned to the Reception Desk when check out. The hotel will charge for the actual cost of replacement of any room key which is lost or not returned.
- v) Be sure to check any visitors to your room through the peephole before opening the door. If there appears to be a suspicious person, notify the Reception Desk.
- vi) To ensure the safety of the guest and the facilities, our staff may conduct periodical or occasional room inspections even during the duration of the stay or when the hotel deems necessary. If the guest has posted "Do Not Disturb." sign on the outside of the room or the guest has previously made clear to the hotel of their intention not to be disturbed, our staff will try to contact the guest for their well-being by telephone. However, if the guest does not answer the phone call or the situation is deemed to be an emergency, our staff may enter the room for inspection at their discretion without the guest's permission.
- vii) Any persons may not spend overnight stays in the guest room except for use by the registered guest. Please be aware that visitors are not allowed to spend time in the guest room after 10:00 p.m.
- viii) No minors are allowed to stay at the hotel without the consent of parents or guardians.
- ix) Long-term stays at the hotel do not engender any leasehold rights, residency rights or other legal rights of residency under the law. If a guest requires documentation

to verify their stay, the hotel shall issue only a certificate of stay instead. The hotel does not issue any residency certificate for any reason whatsoever.

- x) Guests are encouraged to conserve electricity and water to promote more efficient use of natural resources. Please let our staff know if changes of linens or towels, replenishment of amenities, or cleaning rooms are not necessary.

## (2) Payments

- i) Payments must be made at the time of guest registration at the Reception Desk as a general rule. However, note that the hotel may ask the guest to settle any private account at each periodic billing, even in the middle of their stay. If no payment is made in response to our request, or if the guest's financial ability is deemed insufficient, the hotel will give the notice to quit the room to the guest and notify the relevant authorities.
- ii) Payments must be made in Japanese currency, or by other means accepted by the hotel such as credit cards, electronic funds transfer systems (cashless apps), coupons or vouchers.
- iii) The hotel may need to verify the validity of guest's credit card or may request a deposit (an advance payment) equivalent to twice the number of nights which the guest intends to stay according to the reserved accommodation charges/package plans upon registration, for which the hotel will settle any excess or deficiency at the time of departure.
- iv) If the number of nights the guest is intending to stay exceeds 7 nights, payments must be made for every 7 nights. The guest is required to settle its account at each time the bill reaches a certain amount. If the guest intends to extend its stay, the guest must settle the bill up to that point. Also, the guest must settle its account for each presentation of a statement.
- v) Expenses for parcel delivery services, taxis, tickets, shopping, or customs duties are to be paid by the guest at the time of their use or purchase. Please be aware that the hotel does not pay for these expenses on the guest's behalf for any reason whatsoever.
- vi) Making calls outside using the in-room phone will be subject to a surcharge (30% of call rates) for using the communications facilities.

## 5. Food and Beverage Outlets (Dinings and Bar)

- (1) If there is no table availability, the guest may not have access to a table.
- (2) The hotel may change the food materials or may stop serving some menus whenever necessary without prior notice.
- (3) If the guest needs advice on food allergies, he should contact the food coordinator at the outlet 5 days before the scheduled date of use. Although the hotel will endeavor to remove allergens as much as possible at the request of the guest, the hotel does not guarantee that allergens can be completely removed from the food materials while there are functional constraints on the culinary facilities. Also, the hotel will leave the final decision of whether to consume at the discretion of the guest.

## (4) Payments

- i) Payments must be made to the cashier at the respective outlets used.

- ii) If the guest intends to have the bill for outlets charged to their guestroom account, the guest must show the room key or the guest identification card to the cashier and sign the bill. If the spending exceeds a certain amount, or if the outlet used is not operated by the hotel, the guest shall make payment directly to the cashier because any bills may not be transferred to their guestroom account.
- iii) If the table reservation or the reservation for to-go items is canceled due to causes for which the guest is liable, its cancellation fee shall be paid by the guest as indicated below. In the event that the food price is undecided at the point of cancellation, 5,000 yen per person is subject to a cancellation fee as a general rule.

Days to intended date of use	Ratio of cancellation fee to the reserved food price
5 days	30%
4 days - 1 day prior	50%
On the day/No show	100%

#### 6. Meeting & Event Venues(Function Rooms)

- (1) If the person intends to apply for the use of the venues, he must read and agree to the Terms and Conditions for Use of Function Rooms and Wedding Receptions established separately before application. Use of the conference and reception venues (function rooms) and payment for the event are subject to these Terms and Conditions. When a reservation is made, the person is deemed to have agreed to these Terms and Conditions, irrespective of whether he has properly read them or not.
- (2) If the guest needs advice on food allergies, he should contact an event coordinator or a sales coordinator when applying for events or receptions. Although the hotel will endeavor to remove allergens as much as possible at the request of the guest, the hotel does not guarantee that allergens can be completely removed from the food materials while there are functional constraints on the culinary facilities. Also, the hotel will leave the final decision of whether to consume at the discretion of the guest.

#### 7. Parking Lot and Vehicles

When the person intends to use the parking lot, he must agree to and observe the following rules and the instructions separately posted on the official website. All vehicles must drive slowly on the hotel premises and in the parking areas:

- (1) Before pulling into the parking lot, press the button on the ticketing machine to issue and receive a parking ticket at the entrance. After the gate bar(arm) is raised, a vehicle may be pulled into the guest parking lot.
- (2) Discount privileges are only applied to parking of those who have been staying at the hotel and those who have used the outlets or attended the corporate gatherings and the receptions at the hotel venues. A predefined parking fee for vehicle of the staying guest will be automatically charged to their room account on a per night basis by the Reception Desk. For discount privileges to parking fees for those who have used food and beverage outlets, or have attended the corporate gatherings and other events at the hotel venues, please ask the server at the outlet or the attendant at the venue for discount privileges to the parking tickets before leaving the hotel.

- (2) Staying guest may use the parking lot on the basis of one vehicle per room. In and Out Parking Privileges from 2:00 p.m. on the day of arrival until 11:00 a.m. on the day of departure is applied to the staying guests only.
- (3) Staying guest must ask the Reception Desk to validate the parking ticket in advance whenever pulling the vehicle out of the parking lot during the stay.
- (4) No discount privileges are applied to the parking of those who have only attended the gatherings at the NC Hall(in-house theater).
- (5) When pulling a vehicle out of the parking lot, the guest is required to insert the parking ticket or the parking ticket and the discount coupon into the checkout machine to pay for parking fees. After the gate bar is raised, the vehicle may be pulled out of the parking lot. However, the vehicle of the staying guest may be pulled out of the parking lot by simply inserting the parking ticket into the checkout machine since its parking fee has been previously collected by the Reception Desk.
- (6) The guest shall be charged separately for pulling the vehicle into the parking lot again after check-out on the departure date.
- (7) The hotel is not responsible for any damage that a parking lot user suffers or accidents that occur due to actions of other users or other vehicles in the parking lot. Any disputes arising from these incidents must be resolved between the parties.
- (8) The hotel is not responsible for any damages due to the following circumstances beyond the reasonable control of the hotel:
  - i) Damages resulting from the theft of parked vehicles, their loads and attachments, as well as valuables and other items left in the vehicle such as car thefts, parts thefts, or car break-ins.
  - ii) Damages due to natural disasters such as typhoons, wind, floods, hailstorms, earthquakes, eruptions, lightning strikes, etc.,fires, explosions, large-scale disturbances, pandemic diseases, etc.
  - iii) Do not leave valuables, pets, and other items inside parked vehicles.
  - iv) Do not leave children or elderly persons unattended in parked vehicles.
  - v) Please notify the Reception Desk or the Guest Relations when using the parking lot for two or more consecutive nights.

For additional information, refer to the regulations governing the use of the parking lots provided separately..

## 8. Prohibited Acts

The hotel shall terminate the contract (application) and refuse any further use of the services if the hotel deems that the guest falls under any of the following items, even after the reservation for services(application) has been made or use of the services has commenced, which may lead to contact or consult with the appropriate authorities to prevent further conflict:

- (1) Access to the services by antisocial forces;
  - i) Those who belong to the organized crime groups under Article 2, item 2 of the Act on Prevention of Unjust Acts by Organized Crime Group Members (Law No.77 of 1991), or the Act for Punishment of Organized Crimes, Control of Crime Proceeds and Other Matters(Law No.136 of 2011);

- ii) Those who are members or quasi-members of such organized crime groups under the same Acts;
  - iii) Those who involved with an organized crime group, or a corporate body or other organization of which activities are controlled by a person involved with an organized crime group;
  - iv) Any antisocial forces as stipulated by the New Otani Hotels (hereinafter collectively referred to as "Antisocial Forces"), or a corporate body or other organization of which activities are controlled by an Antisocial Force, and persons involved with such Antisocial Forces;
- (2) Violation of the provisions of laws and regulations, public order, or public morality as below;
- i) Violent behavior, inflicting injuries, making threats, blackmailing, or making coercive undue claims;
  - ii) Gambling or disorderly behavior;
  - iii) Those who have difficulty in ensuring his own safety, or endanger or cause fear or unease in other guests due to mental incompetence;
  - iv) Those who cause extreme inconvenience to the hotel or other guests as a result of abusing narcotics or other substances;
  - v) Those who make violent claims;
  - vi) Those who prevent the hotel from exercising its rights or coerces the hotel to perform an act which they have no obligation;
  - vii) Those who make unreasonable demands to the hotel through violence;
  - viii) Those who commit obstructive behavior to the hotel operations through fraudulence or deception (including the spreading of false rumors, swindling, etc.) or through violence (including verbal abuse, etc.) Also, if there found any conducts fall under fraudulent obstruction of business or forcible obstruction of business;
  - ix) Those who annoy others by speaking or singing in a loud voice or otherwise making loud noises, or cause a nuisance to others by their unsanitary attire or conditions;
  - x) As a general rule, persons with tattoos are not allowed to use the services and facilities. However, if a guest is deemed to have a tattoo of a religious, ethnic, or cultural background, or fashion tattoos including temporary tattoo stickers, the guest may use the services and facilities while wearing clothing that covers the tattoo to avoid intimidating other guests;
  - xi) Bringing food or beverage into or order delivery for such items from the outside to the hotel unless otherwise authorized by the hotel, or using the facilities for any purpose other than staying or dining;
  - xii) Stepping out of the guest room while wearing a Yukata (Japanese dressing gown), pajamas, underwear, slippers, or other outfits inappropriate for outings;
  - xiii) Bringing into the hotel facilities dogs, cats, birds, or other pets and animals except for assistance dogs such as guide dogs (seeing-eye dogs), hearing dogs, and service dogs;
  - xiv) Bringing into the hotel facilities gasoline, explosives, and other flammable items, hazardous or dangerous items, offensively odorous items, unlicensed firearms or

- swords, and other restricted items;
- xv) Breaking, damaging, displacing, or bringing out the facilities, equipment, furniture, or fixtures of the hotel without its authorization;
  - xvi) Distributing or posting of advertising materials, leaving articles unattended, selling goods, soliciting, hosting gatherings, etc., filming and imaging, other commercial activities, distribution of leaflets, etc., demonstrating with placards, numbers, headbands, banners, etc., or bringing in such materials, implementing campaigns for collecting signatures, political activities, etc., without the authorization of the hotel;
  - xvii) Those who show up at the hotel with an appearance that may cause intimidation or extreme discomfort to other guests, or who park their propaganda vehicles, billboard trucks, or illegally modified vehicles on the hotel premises or in the parking lot;
  - xviii) Any unauthorized use of the rights owned by the hotel, including but not limited to printing of the names and locations of the hotel's facilities, photographs or replicated images of the entirety or part of buildings or corporate property, and other trademarks, service marks or designs;
  - xix) Scratching, damaging, or attaching foreign substances to the hotel facilities, or making any other modifications to the existing facilities without the authorization of the hotel; or
  - xx) Those who engage in acts that the hotel deems inappropriate.

#### 9. Membership for Preferred Guest Club(The New Otani Club) and Other Memberships

The hotel reserves the right to terminate the membership for the preferred guest club of the New Otani Hotels or other specific memberships organized by individual hotels, and to reject any further use of the services and facilities should the member be found to be in breach of the regulations for the preferred guest club or other memberships established by the New Otani Hotels separately.

#### 10. Miscellaneous

- (1) Room rates, food and beverage rates, and venue rates are subject to a 10% service charge and consumption tax as required by law. Consequently, the hotel will decline any gratuities for its staff from the guests.
- (2) In the event of damage, loss, or defacement of the hotel facilities, furniture, fixtures, fittings, or other items due to circumstances for which the guest is responsible, the relevant guest must compensate the hotel for an amount equivalent to actual damages, and compensate them for the lost earnings during the period of non-operation due to the same damages.
- (3) The hotel is not responsible for any accidents due to circumstances beyond the reasonable control of the hotel, injuries caused by the negligence of the guest, or damages caused by animals or poisonous plants brought in by the guest in non-observance with these House Regulations.
- (4) The hotel assumes no responsibility for any conflicts that may arise between guests and tenant outlets or food and beverage outlets that are not managed by the hotel.

- (5) Be aware that services and facilities of the hotel may be unavailable due to unanticipated situations such as the occurrence of natural disasters, large-scale disruptions, pandemic diseases, breakdown of facilities, orders or instructions from the national or local government, or other circumstances beyond the control of the hotel.
- (6) These regulations are written both in Japanese and English. In the event of any discrepancy or conflict between the two versions of these regulations, the Japanese language version shall prevail in all respects.
- (7) These regulations are severable, and in the event any provision hereof is held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not in any way affect the validity, legality or enforceability of the remaining provisions hereof. If any provision is held to be invalid or unenforceable with relation to specific guests, the validity or enforceability of the remaining provisions or portions hereof shall not be affected thereby, unless the invalid or unenforceable provision is material and essential to the remaining guests.
- (8) Any dispute arising from/or related to these regulations shall be subject to the exclusive jurisdiction of the district court as court of first instance that has jurisdiction over the headquarters location of Hotel New Otani Nagaoka and shall be resolved in accordance with the laws of Japan, without reference to principles of conflict of laws.
- (9) These regulations correspond to the Standard Terms and Conditions in standard business transactions under the Civil Code(hereinafter referred to as 'the Code'), and any part of these regulations may be amended by the hotel in accordance with the provisions of the Code if such amendment is considered beneficial in general to the guests or necessary for reasonable and probable cause. Amendments to these regulations shall be published on the official website and apply from the effective date indicated on the relevant page.

#### 11. Effective Date

These House Regulations shall come into effect as from March 1, 2021.