

# Regulations for Function Venues and Wedding Receptions

Agreements for use of the function and event venues and related agreements between Hotel New Otani Nagaoka (hereinafter referred to as "the hotel") and guests intending to host events(hereinafter referred to as "the guest" ) are subject to the following regulations. Notwithstanding previous provisions, the guest shall comply with any separate agreement signed with the hotel.

## 1. Complying with these Regulations

The guest shall comply with these Regulations or the regulations governing usage of online reservations system including, but not limited to, the other regulations established by the hotel, which are posted at the locations where it is needed in the most appropriate way possible.

## 2. Definition of Terms

'Events' refer to meetings(conferences) and receptions including banquet events, corporate gatherings or private gatherings. 'Wedding' refers to a wedding ceremony and/or a wedding reception. 'Venues or function rooms' refer to spaces used for events such as meetings(conferences), receptions, wedding receptions or trade shows.

## 3. Hours of Events and Additional Charges

The guest is entitled to use the venue at the hotel during the period of time agreed upon in advance. The hotel may permit the guest to occupy the venue beyond the scheduled ending time agreed upon depending on availability. In such case additional charges will be incurred to the guest accordingly. However, the hotel may not comply with their request for extending the time due to prior commitments at the same venue.

## 4. Confirmation of Guaranteed Attendees

The guest shall inform the hotel of the final number of guaranteed attendees 2 business days prior to the date of the event, or as provided in a separate agreement. Since all arrangements will be completed until then, all expenses shall be paid by the guest even if the actual number of attendees decreases. If the number of attendees decreases by more than 10% of the initial number of attendees, the guest shall inform the hotel 10 business days prior to the date of the event. As for a wedding, the guest shall inform the hotel of the final number of guaranteed attendees 7 business days prior to the date of the wedding, or as provided in a separate agreement. Since all arrangements will be completed until then, all expenses shall be paid by the guest even if the actual number of attendees decreases. Besides the above expenses, actual expenses (if any) incurred to the hotel at the time notice of cancellation or changes in the number of attendees is given shall also be paid by the guest. If the number of attendees decreases by more than 30% of the initial number of attendees or is to be substantially lower than the average capacity of the venue, the venue may be transferred to another at the discretion of the hotel.

## 5. Application Fee

When the application for a wedding has been made, the guest is required to pay 50,000 yen as an application fee within a specified time. An agreement for a wedding comes into effect upon signature of the written application for a wedding and receipt of the application fee by the hotel. Also, applications for other meetings and receptions, the guest may be required to make an advance payment at the discretion of the hotel.

## 6. Payment

The total amount of expenses as stated in a quotation or in an invoice (or any outstanding expenses if the guest has paid an application fee or advance payment) are to be paid in Japanese currency, in cash, by bank transfer or by credit card at least 14 business days prior to the event principally, unless all expenses are paid in advance. Also for a wedding, all expenses ( or any outstanding expenses if the guest has paid an application fee or advance payment ) are to be paid in Japanese currency, in cash, by bank transfer or by credit card at least 5 business days prior to the wedding principally. The guest is allowed to use a credit card to pay both for wedding and event expenses up to the spending limits of one million yen, and the remaining balance is to be paid in cash. Any final balance outstanding is to be settled within 14 business days after the event or the wedding. In the event all expenses are not paid within a specified time, the agreement for a wedding shall be terminated at the sole discretion of the hotel, and the guest will bear a cancellation fee incurred in accordance with Article 8 of these regulations.

## 7. Joint Liability for Wedding Expenses

Both families hosting their wedding shall be jointly and severally liable for settlement of any balance outstanding of the expenses for wedding.

## 8. Cancellation/Date Change Policy

When the contracted venue is cancelled or event date is changed, cancellation fee or date change fee shall be paid by the guest as indicated below. Besides, actual expenses (if any) incurred to the hotel until when notice of cancellation or change in the date is given shall also be paid by the guest.

[Meetings and Events ]

Days to the event	Cancellation / Date Change Fee
180 days to 121 days prior to the event day	25% of the regular conference rate for 4 hours or 8 hours and actual expenses
120 days to 90 days prior to the event day	30% of the regular conference rate for 4 hours or 8 hours and actual expenses
89 days to 60 days prior to the event day	40% of the regular conference rate for 4 hours or 8 hours and actual expenses
59 days to 30 days prior to the event day	50% of the regular conference rate for 4 hours or 8 hours and actual expenses
29 days to 10 days prior to the event day	70% of the estimated amount and actual expenses
9 days to 1 day prior to the event day	80% of the estimated amount and actual expenses
On the event day	100% of the estimated amount and actual expenses

[Comments]

1. Conference rate refers to rate for use of the venue mainly for conference. Reception rate refers to rate for use of the venue mainly for reception or banquet. Trade show rate refers to rate for use of the venue specifically for trade show or exhibition.
2. If the overall hours of the event exceed 4 hours, 8- hour regular conference rate is applied to cancellation and date change.
3. Cancellation fee is not subject to tax.
4. Actual expenses refer to any cost incurred by the hotel until the time notice of cancellation or date change is provided. These expenses are subject to tax.

[Weddings]

Days to the wedding	Cancellation Fee	Date Change Fee
More than 120 days prior to the wedding day.	One half of application fee and actual expenses	No Fee
119 days to 100 days prior to the wedding day	Full application fee and actual expenses	One half of application fee
99 days to 80 days prior to the wedding day	Full application fee, 20% of the estimated amount and actual expenses	Full application fee and actual expenses
79 days to 60 days prior to the wedding day	Full application fee, 30% of the estimated amount and actual expenses	Full application fee, 10% of the estimated amount and actual expenses
59 days to 30 days prior to the wedding day	Full application fee, 40% of the estimated amount and actual expenses	Full application fee, 20% of the estimated amount and actual expenses
29 days to 10 days prior to the wedding day	Full application fee, 50% of the estimated amount and actual expenses	Full application fee, 40% of the estimated amount and actual expenses
9 days to 1 day prior to the wedding day	Full application fee, 80% of the estimated amount and actual expenses	Full application fee, 50% of the estimated amount and actual expenses
On the wedding day	Full application fee, 100% of the estimated amount and actual expenses	Full application fee, 100% of the estimated amount and actual expenses

[Comments]

1. Conference rate refers to rate for use of the venue mainly for conference. Reception rate refers to rate for use of the venue mainly for reception or banquet. Trade show rate refers to rate for use of the venue specifically for trade show or exhibition.
2. Estimated amount is referred to as an initial quotation or the latest quotation presented to the guest.
3. If a food price per person has not been determined in the quotation even when notice of cancellation was given, a standard food price at 15,000yen per person applies for cancellations and date changes.
4. Cancellation fees are not subject to tax.
5. Actual expenses refer to any cost incurred by the hotel until the time notice of cancellation or date change is provided. These expenses are subject to tax.

## 9. Decorations and Entertainments

Set-up, sound, lights, entertainments, decorations, flower arrangements, boards/banners, party favors and attendants at party are to be arranged by the hotel or vendors preferred by the hotel. When using vendors not preferred by the hotel, prior notice to the hotel for authorization is essential. Also note that all arrangements including equipment, decoration, boards/banners, entertainment, transportation of materials and set-up by vendors not preferred by the hotel shall be adequately discussed previously with the hotel to protect the property and scenic presence of the hotel. If necessary, personnel expenses incurred to attend carrying-in/out of the materials may be the responsibility of the guest. If there is any concern that a loud sound from percussion or live band performances of the guest choice might cause a nuisance to the neighboring venues, the hotel may have to decline request to use these performances at the venue.

## 10. Handling of Copyrighted Materials

Any unauthorized music reproduction and music video viewing protected by copyrights at the event venue could lead to copyright infringement under the Copyright Act. To copy or download the copyrighted music recordings and music videos from the sources of the relevant record labels or music distributors, the guest is required to apply for both licenses to the copyright collecting agency(JASRAC) and the neighboring right collecting agencies including RIAJ or record labels before copy or download. Also for a license of moving images, photo images or literal texts, the guest is required to apply to the relevant copyright holders before copy or download. The guest shall be responsible for licensing fees due to the relevant copyright collecting agencies or copyright holders except when these materials are not copyrighted.

## 11. Restriction on the Age of Attendants at party

Please note that employing minors under the age 18 as attendants at party is prohibited by the Law on Control and Improvement of Amusement Businesses. Violators are subject to penalties by the law. When using staffing operators of attendants at party being acquainted with the guest, the guest is liable to prevent the staffing operators from committing a crime of hiring minors illegally.

## 12. Surcharges for Handling Wedding Items being prepared by the guest

Wedding attire, outfits, wedding favors and others being prepared by the guest via vendors not preferred by the hotel are subject to surcharges for handling these items. In such case, the guest shall discuss with the hotel previously.

## 13. Prohibited Acts

The following are prohibited at the hotel:

- (1) Bringing the following into the hotel facilities.
  - i Outside food or beverages (including coffee or tea)
  - ii Dogs, cats, birds, other companion animals or livestock except for guide dogs, service dogs and hearing assistance dogs.
  - iii Explosive or flammable articles such as gunpowder or gasoline.
  - iv Unlicensed firearms or swords and other prohibited or restricted items.
  - v Articles with offensive odors or which make disturbing noises.
- (2) Bringing food and beverages out from the reception venue.
- (3) Smoking by the guests anywhere outside of the legal smoking areas and/or being smoking supplies provided by the hotel. Violators are subject to penalties by applicable laws.
- (4) Access to the smoking areas by minors under the age of 20.
- (5) Depositing money, high-value items, negotiable instruments, important documents, any item which has substantial monetary value, or leaving fragile item or perishable item with cloakroom.
- (6) Creating a disturbance which disrupts other events.
- (7) Gambling act and behavior banned by the laws of Japan.
- (8) Moving fixtures or equipment.
- (9) Using the venue for purposes other than those agreed at the time of the booking.
- (10) Other matters deemed necessary at the discretion of the hotel.

## 14. Compensation for Damage

The hotel assumes no responsibility whatsoever for any accidents, under the supervision of the guest or his/her designated vendors, resulting in injury, theft, loss, or damage ( irrespective of whether direct, indirect or consequential ) arising from the use of the venues and facilities due to any cause beyond the reasonable control of the hotel. The guest and his/her designated vendors shall be held responsible for

any damage caused to the venues, facilities, equipment, or any other articles of the hotel. In the event of any damage being caused to these articles, the guest who signed the agreement for the venue will be required to pay for any repairs to such damaged article or the cost to wholly replace them. The guest, however, shall compensate the hotel for damages due to infectious diseases deemed to have been brought into the hotel premises through intention or negligence on the part of the guest, except in the case of force majeure such as public health emergencies as provided in Article 18.

## 15. Rights of the Hotel to Decline and to Terminate Agreement

The hotel has a right to decline an agreement for use of the venue with guests under any of the following conditions. Also, the hotel has a right to terminate the agreement under any of the following conditions even after the finalization of the agreement, or any further use of the venue where the event was already commenced. Even if the event was terminated under any of the following conditions, the guest shall pay to the hotel a cancellation fee equivalent to the rate for a cancellation made on the day of the event or the wedding according to the provisions of Article 8 of these regulations..

- (1) When the attendee to the event is considered liable to conduct himself/herself in a manner contrary to the law or to act against public order and good morals at the sole discretion of the hotel.
- (2) If there is any concern that the event might lead to protest or harassing conduct against the organizers and/or attendees, and such speech and behavior are considered to be a nuisance to other guests or the neighboring residents.
- (3) When the attendee to the event is a member of an antisocial organization such as an organized crime group, concerned party of an organized crime group, extremist party or other antisocial organization (hereinafter collectively referred to as "antisocial forces") or is related to antisocial forces under the Act for the Prevention of Wrongful Acts by Members of Organized Crime Groups and the Act for Punishment of Organized Crimes, Control of Crime Proceeds and Other Matters.
- (4) When the attendee to the event is involved with any corporation, partnership or other entity controlled by antisocial forces or persons related to antisocial forces provided in the same Act.
- (5) When the attendee to the event is a board member of any corporation, partnership or other entity related to organized crime groups provided in the same Act.
- (6) When the attendee to the event is considered liable to conduct and/or has conducted himself/herself in a manner that is a nuisance to the other guests at the sole discretion of the hotel.
- (7) When the attendee to the event is considered liable to conduct violent or gambling behavior, inflicting injuries, making threats, blackmailing, or making coercive undue claims.
- (8) When the attendee to the event is considered to have used violence as means of extortion or made unreasonable demands of the hotel or its employees, or obstructed the hotel operations by fraudulence or force.
- (9) When the attendee violates these regulations.

## 16. Handling of Personal Data

The hotel may collect and use personal data for operational and statistical purposes only, and personal data shall never be disclosed to third parties without the consent of the guest. However, the hotel may disclose personal data under court order and upon request of prosecutors or investigative authorities under Code of Criminal Procedure or of other concurrent authorities, and to protect the lives and properties of the guests in emergency situations. For further information, please refer to Policy for the Protection of Personal Information(Data) on the New Otani Hotels official website.

## 18. Disclaimer

The hotel shall be released from any and all obligations or liabilities in case the performance by the hotel of any obligations under the agreement becomes unfeasible by their deadlines due to force majeure such as any event caused by occurrences beyond the reasonable control of parties involved, including, but not limited to, acts of God, fire or flood, earthquake, war, terrorism, labor dispute, public health emergencies which apply only to a situation where World Health Organization issues a pandemic alert, or the Japanese government declares a state of emergency amid ongoing spread of communicable disease, system malfunction, governmental regulations, policies or actions enacted or taken subsequent to execution of this Agreement, or any labor, telecommunications or other utility shortage, outage or curtailment and disruption of transport. The hotel may, at its own discretion, immediately terminate the agreement under any of such situations. However, if the cancellation for the agreement for use of venues was rescinded unilaterally by the guest with false rumors as if he/she is affected by the event of force majeure, such a cancellation shall not be considered as due to force majeure event in this Article and could result in cancellation fee incurred to the guest as provided in Article 6.

## 19. Cloak Rooms

The hotel assumes no responsibility for any accidents beyond the reasonable control of the hotel resulting in theft, loss, or damage (irrespective of whether direct, indirect or consequential) arising from any article deposited with the cloakroom by the guest.

## 20. Amendment to these Regulations

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.

## 21. Governing Language

These regulations are written both in Japanese and English. In the event of any discrepancy or conflict between the two versions of the regulations, the Japanese version shall prevail in all respects.

## 22. Severability

If any provision of these regulations 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 regulations is held to be invalid or unenforceable for specific guests, such validity and enforceability of these regulations shall not be affected thereby under the agreement with the other guests.

## 23. Jurisdiction and Applicable Laws

Any dispute arising from/or related to these provisions shall be subject to the exclusive jurisdiction of the district court as court of first instance that has jurisdiction over the headquarters location of Coop Building Inc. which is operating Hotel New Otani Nagaoka and shall be resolved in accordance with the laws of Japan, without reference to principles of conflict of laws.

#### 24. Effective Date

Initially established regulations have come into effect as from November 1, 1984.

Partial amendments to these regulations have come into effect as from October 1, 2010.

Partial amendments to these regulations have come into effect as from November 1, 2014.

A full-fledged revision of these regulations has come into effect as from April 1, 2019.

Partial amendments to these regulations shall come into effect as from July 1, 2020.

Hotel New Otani Nagaoka