

# Terms and Conditions for Accommodation Agreements

## Article 1. Scope of Application

1. Agreements between the hotel and guest intending to stay or agents appointed by guest (hereinafter referred to as "his/her agents".) and any other related agreements shall be subject to these Terms and Conditions. Any particulars not provided for herein shall be governed by laws and regulations or in accordance with generally accepted practice.
2. Notwithstanding the provisions of the previous clause, a special agreement may prevail when the hotel approves of this agreement and it does not go against laws, regulations or common practice.

## Article 2. Complying with these Terms and Conditions and other Regulations

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

## Article 3. Application for Accommodation Agreement

1. To apply for an accommodation agreement with the hotel, a guest is required to provide the hotel with the following particulars:
  - (1) Name of the Guest(s);
  - (2) Date of accommodation and estimated time of arrival;
  - (3) Accommodation Charges (based, in principle, on the Basic Accommodation Charges listed in Table 1 below); and
  - (4) Other particulars deemed necessary by the hotel.
2. In the case where the guest requests, during his/ her stay, an extension of the accommodation beyond the date(s) in item (2) of the previous clause, it shall be regarded as an application for a new accommodation agreement at the time such request is made.

## Article 4. Conclusion of Accommodation Agreement and related agreement

1. An accommodation agreement may be considered definitive when the hotel approves the application provided in the previous article. However, this does not apply if the hotel provides any evidence for the absence of the approval by the hotel to the application for accommodation.
2. When an accommodation agreement has been concluded in accordance with the provisions of the previous clause, the guest is requested to pay an application fee by the due date specified by the hotel. The fee amount is specified by the hotel and not exceed the total amount due indicated in Table 1 below for the relevant period of stay.
3. An application fee will first be appropriate to the accommodation charges the guest will finally pay. Any situations to which Articles 7 and 18 apply may involve penalty and damage compensation in this order. The remaining amount, if any, will be refunded at the time of payment made in accordance with the provisions of Article 12.
4. If a guest fails to pay the application fee indicated in the 2<sup>nd</sup> clause by the due date specified by the hotel in accordance with the provisions of the same clause, the accommodation agreement with the guest is no longer effective. However, this will apply only where the hotel informs the guest of the due date for payment of the application fee.

#### Article 5. Special Agreements Requiring No Application Fee

1. Notwithstanding the provisions of 2<sup>nd</sup> clause of the previous Article, the hotel may enter into a special agreement requiring no application fee after the agreement has been concluded as stipulated in the same clause.
2. In the case where the hotel has not requested the payment of an application fee as stipulated in 2<sup>nd</sup> clause of the previous Article and has not specified the due date for payment of an application fee, the hotel shall be treated as having accepted a special agreement prescribed in the previous clause.

#### Article 6. Rights of the Hotel to Reject Accommodation Agreement

The hotel may reject an accommodation agreement under any of the following cases:

- (1) When the application for accommodation fails to comply with these Terms and Conditions;
- (2) When the hotel is fully booked and no room is available;
- (3) When the guest intending to stay at the hotel is considered likely to behave in violation of the provisions of the ordinance, public order or good public morals in regard to his/her accommodation;
- (4) When the guest intending to stay at the hotel is a member, a quasi-member, or related person of an organized crime group under Article 2 item 2, of the Act for the Prevention of Wrongful Acts by Members of Organized Crime Groups(Law number : Act No. 77 of 1991 ); is a member, quasi-member, or related person of organized crime groups as stipulated in Article 2 item 6 of the same Act; or is a member, a quasi-member, related person of antisocial forces (hereinafter collectively referred to as "antisocial forces") stipulated by any of the establishments belonging to The New Otani Hotels;
- (5) When the guest intending to stay at the hotel is considered likely to commit, or is considered to have committed the crimes under the Act for Punishment of Organized Crimes, Control of Crime Proceeds and Other Matters(Law number:Act No.136 of 1999);
- (5) When the guest intending to stay at the hotel is considered to be associated with any of antisocial forces;
- (6) When the guest intending to stay at the hotel is considered to be associated with an organization of which its activities are controlled by antisocial forces or other violence-related organizations;
- (7) When the guest intending to stay at the hotel is considered to be a member of an organization that has a member or related person of antisocial forces or other violence-related organizations as their executive;
- (8) When the guest intending to stay at the hotel has behaved extremely in a mischievous way against other hotel guests;
- (9) When the guest intending to stay at the hotel is considered to constitute a nuisance to other guests because of conspicuously unclean attire or inappropriate appearance;
- (10) When the guest intending to stay at the hotel can be clearly detected as carrying an infectious disease;
- (11) When the guest intending to stay at the hotel has used violence in making illegal demands, or has made a demand exceeding a reasonable range of the hotel or its staff ;
- (12) When the guest intending to stay at the hotel has obstructed the hotel operations by fraudulence (including spreading incorrect information or deception and enticement) or force (including verbal abuse or violent acts);
- (13) When the hotel is unable to provide accommodation due to natural disasters, massive in-

frastructure failures, spread of infections, dysfunction of its facilities, and/or other unavoidable causes;

- (14) When it is considered that the guest intending to stay at the hotel has no financial ability to compensate for the services;
- (15) When it is feared that the guest intending to stay at the hotel is carrying hazardous articles, prohibited items and others alike which may cause disturbance to other guests; or
- (16) When any laws or regulations of the Niigata Prefectural Government are applicable.

#### Article 7. Rights of the Guest to Cancel Accommodation Agreement and Cancellation Policy

1. The guest or his/her agents are entitled to cancel the accommodation agreement with prior notice to the hotel.
2. In the case where the guest or his/her agents have cancelled the accommodation agreement in whole or in part due to causes for which the guest or his/her agents are liable (except in the case where the hotel has requested the payment of the deposit during the specified period as prescribed in 2<sup>nd</sup> clause of Article 4 and the guest or his/her agents have cancelled before the payment), the relevant cancellation fees are to be paid by the guest or his/her agents in accordance with the cancellation policy as listed in the Table 2 below.
3. In the case where the guest does not appear by 8:00p.m. on the arrival date (or by 2 hours after the expected time of arrival the guest previously notified the hotel), the relevant accommodation agreement shall be deemed to have been cancelled by the guest or his/her agents will be handled accordingly.

#### Article 8. Rights of the Hotel to Terminate Accommodation Agreement

1. The hotel may terminate an accommodation agreement under any of following cases, even before the guest's arrival or even the guest has already completed his/her guest registration;
  - (1) When the guest is deemed liable to conduct and/or has conducted himself/herself in a manner that will contravene the laws or regulations against the public order and good morals in regard to his/her accommodation;
  - (2) When the guest intending to stay at the hotel is considered to be a member or related person in any of antisocial forces;
  - (3) When the guest intending to stay at the hotel is considered to be associated with an organization of which its activities are controlled by any of antisocial forces;
  - (4) When the guest intending to stay at the hotel is considered to be a member of an organization that has a member or related person in any of antisocial forces as its executive;
  - (5) When the guest intending to stay at the hotel has behaved extremely in a mischievous way against other hotel guests;
  - (6) When a guest can be clearly detected as carrying an infectious disease;
  - (7) When the guest intending to stay at the hotel has used violence in making demands of the accommodation facilities or its employees;
  - (8) When the guest intending to stay at the hotel makes illegal demands of the hotel or its staff, or makes unreasonable demands;
  - (9) When the guest intending to stay at the hotel has obstructed the hotel operations by fraudul- lence (including spreading false information or deception and enticement) or force (including verbal abuse or violent acts);
  - (10) When the hotel is unable to provide accommodation due to natural disasters, massive

infrastructure failures, spread of infections, dysfunction of its facilities, and/or other unavoidable causes;

- (11) When it is considered that the guest intending to stay at the hotel has no financial ability to compensate for the services;
  - (12) When any laws or regulations of the Niigata Prefectural Government are applicable;
  - (13) When the guest violates prohibited acts such as smoking in non-smoking room or in bed, mischief to the firefighting facilities and other prohibitions of the House Regulations and/or other rules or regulations stipulated by the hotel ; or
  - (14) When it is feared that the guest is carrying hazardous articles, prohibited items and others alike which may cause disturbance to other guests.
2. When the hotel terminates an accommodation agreement in accordance with the provisions of the previous clause, the relevant guest is not charged for any services that he/she has not received. However, the relevant guest is charged for services provided until the time of termination of the agreement.

#### Article 9. Registration of Accommodations

1. The guest shall register the following particulars at the Reception Desk upon arrival on the day of accommodation;
  - (1) Name, age, gender, current address, phone number and occupation of the guest(s);
  - (2) For non-residents from other country - nationality, passport number, previous stop, next destination and photocopy of passport;
  - (3) Departure date and estimated time of departure; and
  - (4) Other particulars deemed necessary by the hotel;
2. In the case where the guest intends to use credit cards, electronic funds transfer systems(cashless apps), hotel vouchers or other non-cash means approved by the hotel to make the payment indicated in Article 12, he/she is required to show it at the time of making registration as indicated in the previous clause.

#### Article 10. Available hours of Guest rooms

1. The guest rooms are available for accommodation between from 2:00p.m. on the day of registration until 11:00a.m. on the day of departure. In the case when the guest staying for two or more consecutive days, the guest may use the room until the following morning except on the arrival and departure day. However some package plans involve a substantial change to check-in/check-out time.
2. Notwithstanding the provisions of the previous clause, the hotel may allow the guest to use a room beyond the check-out time with a payment of the following extra charges to the hotel;
  - (1) Up to 3 hours, 30% of the room charge;
  - (2) Up to 6 hours, 50% of the room charge; or
  - (3) Exceeding 6 hours, 100% of the room charge.

#### Article 11. Hours of Operation

1. Hours of operation of the main facilities are indicated in the hotel brochure, notices, or on the official website:
  - (1) Main Entrance and Reception Desk
    - A. Main entrance : open 24hours, etc.
    - B. Reception Desk : open 24hours, etc.
    - C. Currency Exchange Machine : available 24 hours for registered guests only.

(2) Dining facilities, etc.

- A. Breakfast: 6:30a.m. – 9:30a.m., etc.
- B. Lunch: 11:30a.m.- 2:00p.m., etc.
- C. Dinner: 5:00p.m. – 9:00p.m., etc.
- D. Bar: 6:00p.m. – 12:00 midnight, etc.

(3) Other Facilities and Establishments

- A. Event and Wedding Consultation: 9:00a.m. – 6:00p.m.
- B. Tenant shops and offices : 10:00a.m. – 7:00p.m., etc.
- C. Japanese tavern (Izakaya) : 4:00p.m. – 1:00a.m. on the following day, etc.

2. Hours of operation indicated in the previous clause may be temporarily changed due to their circumstances and/or unavoidable reasons. In such a case, the hotel will keep the guest posted in the appropriate way.

## Article 12. Payment

1. The breakdown of the accommodation charges, etc. that the guest shall pay is as listed in the Table No.1. below.
2. Payment for Accommodation charges etc. indicated in the previous clause shall be settled by the guest at the Reception Desk upon check-in or as requested by the Reception Desk, by means of cash, or credit cards, electronic funds transfer (cashless apps), travel vouchers, coupons accepted by the hotel, or certain other forms of payment.
3. Accommodation charges shall be claimed, even if a guest does not stay at the hotel at his/her discretion after a room was offered and became available to the guest.

## Article 13. Liabilities of the Hotel

1. The hotel shall compensate the guest for damages if the hotel has caused such damage to the guest in the fulfillment or the nonfulfillment of the accommodation agreement and/or related agreements. However, the same shall not apply in cases where such damage has been caused due to circumstances beyond the reasonable control of the hotel.
2. The hotel is covered by the hotel liability insurance to strengthen its preparedness for fire-related accidents and/or unexpected natural disasters.

## Article 14. Handling when unable to provide Contracted Rooms

1. When the hotel is unable to provide a room booked for the guest, the hotel shall ensure that the guest can stay in other accommodations with conditions as similar to the booked room as possible with the concurrence of the guest.
2. When arrangement of other accommodation cannot be made notwithstanding the provisions of preceding clause, the hotel shall pay the guest a compensation fee equivalent to the cancellation fee and the compensation fee shall be applied to the reparation. However, when the hotel cannot provide accommodations due to circumstances beyond the reasonable control of the hotel, the hotel shall not pay the compensation fee to the guest.

## Article 15. Handling of Deposited Articles

1. If an article that the guest deposits with the hotel is lost or damaged, the hotel will compensate for the damage unless it resulted from unavoidable reasons. However, if the deposited article is cash or other valuables and the guest failed to inform the Reception Desk of the type and value of the article even though the hotel asked the guest of the type and value of

the article, the hotel shall compensate the guest within the limits of the amount at a fair market value of such article or 150,000yen whichever lower unless the loss or damage was caused intentionally or by gross negligence on the part of the hotel.

2. The hotel shall compensate the guest for damages when loss, breakage or other damage is caused, through intention or negligence on the part of the hotel, to goods, cash or valuables which are brought by the guest but are not deposited at the Reception Desk. However, if the guest failed to inform the Reception Desk of the type and value of the article, the hotel shall compensate the guest within the limits of the amount at a fair market value of such article or 150,000yen whichever lower unless the loss or damage was caused intentionally or by gross negligence on the part of the hotel.

#### Article 16. Hand Baggage and Belongings

1. When the baggage or belongings of the guest are received by the hotel prior to his/her arrival, the hotel shall be liable to keep it provided that the hotel was informed in advance and accepted the arrival of the baggage. The baggage shall be handed to the guest at the Reception Desk at the time of making registration.
2. When the baggage or belongings of the guest are found left behind after the check-out, 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. However, food and beverages, cigarettes, magazines, or the like shall be disposed of after the check-out date.
3. The hotel's liability in regard to the custody of the guest's baggage and belongings in the case of the previous two clauses shall be assumed in accordance with the provisions of the 1<sup>st</sup> clause of Article 15 in the case of the 1<sup>st</sup> clause in this Article, and with the provisions of the 2<sup>nd</sup> clause of Article 15 in the case of the 2<sup>nd</sup> clause in this Article.

#### Article 17. Liability in regard to Parking

The scope of liability of the hotel concerning for guests' use of its parking lot does not include management or taking care of vehicles, irrespective of whether its car key is deposited with the hotel. However, the hotel shall compensate the guest only for damages caused through intention or negligence on the part of the hotel in regard to the management of its parking lot.

#### Article 18. Liability of the Guest

The guest or his/her agents shall compensate the hotel for damages caused through intention or negligence on the part of the guest. Smoking is prohibited by the law all the times in the hotel other than the specified guestrooms and smoking areas. In the event of smoke hazards including a sticky odor due to smoking or smoking electronic cigarettes, irrespective of whether smoking intentionally or negligently, the guest or his/her agents shall be responsible for actual cost for removing odor and incurred loss for the number of unavailable days. The guest or his/her agents, 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 as public health emergencies(only in the event that World Health Organization issues an alert relating to pandemic phase 6, and Japanese public health authorities respond to the alert.) stipulated in Article 20.

#### Article 19. Handling of Personal Data

The hotel may collect and use personal data for operational and statistical purposes only under the Hotel Business Act and the Act on the Protection of Personal Information. Such personal

data shall never be disclosed to third parties without agreement of the guest. However, the hotel may legally disclose personal data under court order and upon request of the investigating authority, or to protect the lives and properties of the guests in emergency situations. For further information, please refer to the Policy for Protection of Personal Information on the official website of The New Otani Hotels.

#### Article 20. Disclaimer

1. The hotel shall be released from any liability for any failure to perform any of its obligations under the agreement due to force majeure including incidents beyond the reasonable control of the hotel such as natural disasters, wars, riots, rebellion, civil wars, terrorism, fire disasters, explosions, floods, robberies, malicious damage, strikes and other labor disputes, entry restrictions, bad weather, injunctions, military operations, public health emergencies which apply to a situation where World Health Organization or the Japanese health authorities issues a pandemic (a widespread infection) alert amid ongoing spread of infectious diseases, actions or restrictions by the government/local authorities, and disruption of transport and/or communications. The hotel is entitled to terminate the agreement for any one or more of such reasons in its sole discretion.
2. Please be aware that the guest may use internet communication from within the hotel at his/her own risk. The hotel assumes no liability for any possible damage that may be caused by a system failure or any other reasons while internet communication is being used. In the event of any damage caused by acts deemed inappropriate in the handling of internet communication at the sole discretion of the hotel, the guest is required to compensate the hotel and/or third parties.

#### Article 21. Amendments to these Terms and Conditions

1. These Terms and Conditions 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 Terms and Conditions 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.
2. Amendments to these Terms and Conditions shall be published on the official website and apply from the effective date indicated on the relevant page.

#### Article 22. Governing Language

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

#### Article 23. Severability

1. The provisions of these Terms and Conditions 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.
2. If any provision of these Terms and Conditions 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.

#### Article 24. 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.

#### Article 25. Effective Date

These Terms and Conditions shall come into effect as from August 1, 2020.

Hotel New Otani Nagaoka

Table No. 1 Breakdown of accommodation charges (relevant to the 1st.clause of Article 2 and 1st.clause of Article 12 )

		Breakdown
Total Amount Due	Accommodation Charges	1. Room rate 2. Service Charge [1 × 10%] 3. Packaged deals (such as a hotel plan inclusive of a breakfast, a service charge and/or others, etc.)
	Additional Charges	4. Food and Beverage( extra meals and beverages other than breakfast) 5. Service Charge [4 × 10%] 6. Other Charges
	Tax	7. Consumption Tax: (1+2+3+4+5+6) × 10%

Comments:

1. Room rates are subject to a 10% service charge and tax. However some packaged deals are inclusive of service charge, or are inclusive of both service charge and tax.
2. Tax rate is subject to change in accordance with the amendment of applicable laws.
3. To use a trundle bed for triple-occupancy in a twin room is subject to an extra fee of 8,000 yen. An extra fee is subject to a 10% service charge and tax.
4. When making outside calls by the in-room telephone, surcharges for using the hotel's telecommunication line will be added to the guest account in addition to phone rates.

Table No.2 - Cancellation Policy (relevant to Article 7 and 2<sup>nd</sup> clause of Article 8)

Date when cancellation is notified.  Contracted Number of Room Nights	Number of days prior to the accommodation day							
	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 guest/travel agents 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 no official quotation is submitted to the guest, the total amount of accommodation charges (excluding service charge and tax) on the quotation shall apply to cancellations.
5. If accommodation charges have not been determined when notice of cancellation was given, regular room rates (rack rates) shall apply to cancellations.
6. If any extra expenses are caused to the guest until the time notice of cancellation is provided, these expenses are to be paid by the guest.
7. Any service charge and tax are not subject to a cancellation fee.
8. A cancellation fee is not subject to tax. However, any extra expenses are subject to tax.
9. If there is any cancellation policy under the agreement signed with the travel agencies or the online travel agencies, relevant cancellation policy shall prevail, regardless of the above cancellation policy. However, if a group reservation for over 15 room nights is canceled, a cancellation fee will be determined through consultations between the hotel and the travel agency regardless of the cancellation policy determined by the travel agency.