

Hotel Nikko Tokyo – Banquet Room Terms and Conditions

Hotel Nikko Tokyo (hereinafter referred to as the "Hotel") has the following terms and conditions enforced for the banquet, event, and the banquet room (hereinafter referred to as "Banquet Room"), so please acknowledge these beforehand. The Hotel will base the following terms and conditions for providing the contract (hereinafter referred to as the "Agreement") in regards to the Banquet Room. For matters not defined in these terms, it will be decided based on the law, or generally established customs.

1. Initiating the Agreement

When initiating the Agreement with the Hotel, we will need the following information.

1. Party name and address of the banquet organizer
2. Banquet date, time, and number of people
3. Banquet detail
4. Other matters that the Hotel requires

2. Contract Formation

1. The Agreement shall be in effect after the Hotel approves the application, and receives the application fee. The amount of application fee will be presented by the Hotel depending on the banquet detail.
2. After the Agreement is in effect, you shall deposit the estimated amount as the application fee in the specified bank account, or pay in cash, by the date specified by the Hotel.
3. If the application fee has not been paid by the Hotel specified date, the Agreement shall be terminated. A cancellation fee will be charged, listed in the appendix.

3. Cancellation of the Agreement

1. Agreement cancellation from the customer
 - (1) The cancellation fee will be charged if cancelled within 120 days of the banquet date.
 - (2) A cancellation fee described in the appendix shall be charged in the event part or all of the Agreement is cancelled due to the customer's circumstances. The application fee shall be appropriated to cover the cancellation fee, and any remaining balance will be returned to the customer.

2. Agreement cancellation from the Hotel

The Hotel may either decline the banquet application, or cancel a pre-existing Agreement due to the following reasons. In such case, please acknowledge that the Hotel shall not be liable for paying any compensation for damages incurred from the cancellation.

- (1) If any of the banquet attendees or situation correspond to any of the following.
 - a. Any member affiliated with a gangster, gangster member, gangster affiliated organization, or any of its affiliates, or other anti-social forces.
 - b. If any of the customer's corporation's executive member is a member of an antisocial force, such as a gangster, or if the corporation's operation is substantially affiliated or dominated, or if the corporation provides any funding to such forces, or if any of the corporation's member is part of such forces.
 - c. If the Hotel determines that there might be conducts that go against the law or public order and morality, or if such conducts are observed.
- (2) If the customer's behavior caused nuisance to other hotel customers, or if the Hotel determined that the customer's crude, violent behavior might cause nuisance to other hotel customers.
- (3) If the customer partakes in violence, intimidation, extortion, or illegal coercive demands against the Hotel or its staff (employee), demands any burden exceeding the reasonable range offered by the lodging, damages the Hotel's credibility by spreading rumors, or using fraudulent means or powers, or interferes with the Hotel's operation, or if any of these conducts were conducted in the past.
- (4) When the banquet room cannot be used due to natural disasters or other unavoidable causes.
- (5) When the customer violated any of the items in the banquet's terms and conditions.

Cancellation Dates and Charges	
120 to 61 days prior to the banquet date	30% of the room rate for the booked time
60 to 31 days prior to the banquet date	30% of the estimated total
30 to 11 days prior to the banquet date	50% of the estimated total
10 to 2 days prior to the banquet date	80% of the estimated total
On the day or a day prior to the banquet date	100% of the estimated total

* Number of days will be calculated based on the following day after the day the cancellation request has been received.

* The room charge will be according to the "Room Charge" section of the appendix, "Banquet Fee Schedule."

* Regardless of the cancellation date, the actual cost incurred for matters already arranged for the event will be billed to the customer.

4. Payment

For matters that cannot be determined before or on the banquet date, such as transportation / telephone/etc fees, it will be billed at a later date, and payment will be due within 15 days.

5. Banquet Time and Rate

A fixed, room charge will be applied to the agreed usage schedule, from banquet's start until the end (hereinafter referred to as the "Banquet Time"). Each hour before and after the banquet's preparation and withdrawal time will be free of charge, however, for the time that goes over such duration will be applied a fixed, extra charge according to the fee schedule. However, such time extension may not be possible due to conflicts with banquet room usage of other customers.

6. Verification of the Party Size

Please notify a representative of the Hotel the number of attendees (hereinafter referred to as the "Party Size") for preparing the food, etc, by noon of 2 days prior to the banquet date. All the preparation will be completed thereafter, so even in the event of party size reduction on the actual banquet date, the charge will still reflect the Party Size prescribed in the estimate.

7. Arrangements including Decorations and Entertainment

Arrangements for the banquet, including decorations, flowers, sounds, lighting, entertainment, souvenirs, etc, will be prepared by the company specified by the Hotel. If the customer wishes to directly request another company other than the ones specified by the Hotel, please notify the Hotel beforehand, and after receiving the Hotel's confirmation, and have the arrangement conducted on the customer's end.

8. Explanation Given to the Third Party Company for Directly Requesting the Arrangement

For specifications regarding the banquet arrangements directly requested by the customer to a third party, after gaining the Hotel's approval, including loading/unloading of equipment and materials for decoration, entertainment, etc, or size, installment method, etc of signboard, etc, or specification regarding the installment location, please aggressively inform the third party in question to implement such arrangements according to a certain rule that takes into account the Hotel's aesthetics, flow line, etc.

9. Bringing in audio/lighting/audiovisual equipment

When bringing in audio/lighting/audiovisual equipment, the following, fixed fee will be charged, regardless of the scale and amount of the equipment.

* Room fee × hour of use (entry until withdrawal) × 5% (consumption tax separately charged)

However, the Hotel is not liable for any failure or malfunction of the equipment or work done to the equipment that was brought in.

10. Restitution

The customer, and any customer's affiliated personnel or party (including the attendees and any third party company that the customer directly requested) shall pay close attention not to damage the Hotel's facility, fixtures, fittings, etc. When such damage occurs, the Hotel will bill the customer a repair fee for such matter. Furthermore, when the banquet thereafter or Hotel's operation is inhibited due to such injuries or damages, the customer will be liable for an equivalent compensation for all the incurred damages.

11. Prohibited Conducts

The following conducts are prohibited for any reason.

- Bringing in dogs, cats, birds, or other pets or livestock (excluding service dogs)
- Bringing in dangerous, flammable or igniting objects (including crackers)
- Bringing in objects with bad odor
- Disorderly conducts, such as gambling, or behavior that interferes with other customers
- Moving the Hotel's fixtures or furnishings
- Using the space for any reason other than fulfilling the Agreement
- Other conducts that are lawfully prohibited

12. Prior Meeting and Arrangement

1. Before deciding on the exhibition layout, the event organizer shall meet and discuss with the Hotel representative in detail, based on laws and ordinance regarding the event.
2. Please define the following entities on the document prescribed by the Hotel, and let us know ahead of time: your party's construction manager during the loading/unloading/construction, name of the shipping company, vehicle type and number of trucks, name of the construction company, number of construction personnel and overnight workers (including provisional guests).
3. Event organizer shall submit two copies of both the room floor plan and electrical wiring blueprint to the Hotel representative at least 10 days prior to the construction date.
4. Please meet with the Hotel representative beforehand for deciding on the time, time period, and dimensioning of billboards, information board, etc that will be installed within the banquet room. Billboards planned outside of the banquet rooms are strictly prohibited. Billboards and such that are planned to be installed within the second floor entrance will also be strictly prohibited. Please acknowledge that any objects not approved by the Hotel will be removed at once.

13. Instructions for Loading/Unloading and Site Management

1. On the banquet date, please accept the admission badge after submitting the entrance procedure to the security office in the first floor.
2. Please supervise the construction equipment and exhibits during the loading/unloading, between the time your company representative enters the Hotel and until the work is completed. The construction personnel shall wear the badge prescribed by the Hotel, and work in appropriate apparel. Resting, smoking area and rest room will be specified by the Hotel, and entrance into any space other than what's required for the construction is strictly prohibited.
3. The loading/unloading starting and repairing time will be according to what was discussed in the meeting. However, please acknowledge that the Hotel might ask the customer to change these times due to the Hotel's circumstances. The suggested route for loading/unloading shall be placed according to the Hotel's specification.
4. Please conduct appropriate measures to prevent damages done to the building, carpet, or fixtures during the loading, unloading, and construction, by placing protection beforehand, such as a board or canvas. Using a package tape on the carpet, ceiling, etc, or placing a punch carpet on the portable stage is strictly prohibited.
5. The event organizer and its party shall be responsible for cleaning up after themselves during the usage (including loading, construction, unloading). Event organizer and its party are responsible for taking out the trash, cardboard, etc.
6. Event organizer and its party are responsible for managing the venue and maintaining the exhibition.
7. The first floor banquet room is equipped with the following loading/unloading entrances:
 - Banquet room's grand loading frontage (Width) 385cm × (Height) 250cm
 - Banquet room's small/mid loading frontage (Width) 300cm × (Height) 240cmPlease discuss with the Hotel representative ahead of time for reserving the elevator for private use during the loading/unloading. On the banquet date, the customer will be required to have someone present there from start to finish at all times. (The banquet room's grand loading frontage cannot be used from 9am to 3pm, Monday through Saturday).

8. The Hotel may prohibit any construction that might possibly damage the interior. Please also do not place any objects, including cardboard, etc, in the public space.
9. Materials (timbers and platelets) are limited to a portal size that won't damage the loading entrances. Construction work within the banquet room shall be limited to assembly and maintenance work, and any large scale crafting or paintings shall be brought in after it is completed beforehand.
10. Please have a main, escape route clearance over 1.8m in width effective at the escape door within the banquet room. Please also have an auxiliary route over 1.2m in width effective in the necessary space at the main, escape route or the escape door.
11. Using nails, etc, on floor, wall, ceiling, etc is strictly prohibited for any reason. Please also have more than 45cm of clearance from the ceiling wall.
12. Please be mindful when preventing any noise arising from the construction, and if necessary, the Hotel may stop the construction under certain circumstances.

14. Laws Applicable for the Event

1. Please ensure that the materials for decorating the event space have been processed for disaster prevention (Article 4, Order for Enforcement of the Fire Service Act).
2. You may not use smoke, fire, or bring in dangerous objects without the fire department's approval, so please always ask the Hotel representative beforehand (Article 23, Fire Prevention Ordinance).
3. Moving or concealing the facility, signs, or equipment for firefighting/extinguishing, evacuation, or communication is strictly prohibited (Article 54, Fire Prevention Ordinance).
4. A Hotel representative will submit an "Advance Event Notification and Request to Admit Smoking" to a police station under jurisdiction, so please meet with the representative for discussion (the request from the fire department and necessary documents will be provided by the Hotel).

15. Other Matters

The Hotel may inhibit the use of percussion instruments, including bass drums, and formation of bands for performance, as it affects other banquets.

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