

Keio Plaza Hotel Terms of Use for Restaurants

KEIO PLAZA HOTEL CO., LTD. (the “**H**otel”) has set forth the following rules concerning the use of the restaurants in the hotel directly operated by the Hotel (these “**R**ules”).

Article 1. Regarding Use

1. The Hotel will decline any use of the restaurants by any of the following people:
 - (1) An organized crime group member, an organized crime group-related group or anyone related thereto, or other anti-social forces;
 - (2) A person who is likely to cause a disturbance to other guests; and
 - (3) A person who has been notified by the Hotel of denying its use in the past.

Article 2. Reservation and Cancellation Fee

1. The Hotel will accept reservations according to the circumstances of each restaurant.
2. If the guest cancels a reservation described below, the guest will be asked to pay a cancellation fee (excluding service fee and tax) to the Hotel:

	Cancellation date (from the date of use)		
	3 to 5 days before	1 to 2 days before	On the day of
General Use	—	—	1,000 yen per number of people on the reservation* ¹
Private Room Use	100% of the private room charge (a separate charge of 30% of the food charge for the reservation of a special menu)	100% of the private room charge (a separate charge of 50% of the food charge for a reservation of a special menu)	100% of the private room charge and 80% of the food charge
Renting-out Use	30% of the reservation fee* ²	50% of the reservation fee	80% of the reservation fee
Group Use (10 or more)	—	—	80% of the reservation fee

*¹ If the guest has not contacted the Hotel by the reservation time on the day of use, and does not arrive by 30 minutes after the reservation time, the reservation shall be deemed to have been cancelled. In such instance, a cancellation fee of 1,000 yen per number of people on the reservation shall be paid to the Hotel.

*² The reservation fee is the total amount of the fee notified by the Hotel to the guest at the time

the reservation or change of reservation is made.

3. The number of people on the reservation for renting-out use and group use will be finalized by the day before the date of use. If the number of people on the reservation is reduced on the day of the reservation, the cancellation fee set forth in the preceding clause for the number of people it is reduced by will be paid to the Hotel.

Article 3. Prohibited Matters

Please refrain from the following matters as they are prohibited matters:

- (1) Bringing in dogs, cats, small birds and other animals and livestock, excluding assistance dogs for persons with physical disabilities;
- (2) Bringing in dangerous items such as flammable or ignitable items;
- (3) Smoking in non-smoking seats;
- (4) Talking on mobile phones, etc.;
- (5) Bringing in items that emit offensive odors;
- (6) Acts that disrupt public morals such as gambling, or behavior that would be a disturbance to other guests;
- (7) Moving fixtures, etc. in the shop;
- (8) Using for purposes other than the purposes of use;
- (9) Bringing in foods and drinks (unless permitted by the Hotel);
- (10) Bringing in food products other than take-out products;
- (11) Taking photographs or filming that may cause a disturbance to other guests; and
- (12) Acts prohibited by the laws, regulations or ordinances.

Article 4. Compensation of Damages

1. If the guest stains, damages or breaks the carpet, walls, ceilings, furniture, etc. when using the restaurant, the guest will compensate damages depending on the degree of such damages.
2. If the staining of clothes, or injury or damage is caused to the guest using the restaurant due to the Hotel's professional negligence, the Hotel will compensate the cleaning bill or damages depending on the degree of such damages; provided, however, that if such situation arises, such situation will be subject to compensation only if requested at such time.

Article 5. Cancellation, etc.

1. The Hotel will cancel a reservation for a restaurant if any of the below applies. Furthermore, no compensation of damages or payment of monies relating to the cancellation will be made:
 - (1) If the guest breaches these Rules;
 - (2) If the Hotel determines that the guest using the restaurant is likely to engage in an act that violates the laws, regulations or ordinances, or will cause a disturbance to other guests;
 - (3) If a user is discovered to be an organized crime group member, an organized crime group-related group or anyone related thereto, or anti-social forces; or

- (4) If the operation of a restaurant becomes impossible due to a natural disaster, war or an event that cannot otherwise be attributable to the Hotel.
2. A guest will be asked to leave a restaurant even during its use if any of the below applies. Furthermore, if the guest is asked to leave a restaurant, the guest will pay the entire amount for the foods and drinks that have already been provided by the Hotel:
 - (1) If the guest breaches these Rules;
 - (2) If the guest engages in an act that causes a disturbance to other guests;
 - (3) If the user is discovered to be an organized crime group member, an organized crime group-related group or anyone related thereto, or anti-social forces;
 - (4) If the guest engages in an intimidating act such as violence, threat or extortion, or makes a request of a burden that exceeds a reasonable extent; or
 - (5) If the guest engages in an act that violates the laws, regulations or ordinances.

Article 6. Disclaimer

The Hotel will be exempted from liability if any of the below applies:

- (1) Harm to the guest that arises from a product provided by the Hotel without it being informed in advance regarding food allergies, prohibited foods and drinks due to religious reasons, etc.;
- (2) Changes to the food and plating due to seasonal, weather, purchasing and other conditions; and
- (3) Theft or loss of the guest's luggage that were not checked at the cloak (*cash, valuables, items that can easily decay or break, etc. may not be checked).

Article 7. Amendments to Rules

1. The Hotel may amend these Rules at the Hotel's discretion.
2. If the Hotel amends these Rules, the Hotel will post to the hotel homepage that they will be amended, and the contents and effective date of such amendments, by one (1) month prior to the effective date.
3. When the guest uses the hotel services under these Rules after the effective date of the amended rules, the guest shall be deemed to have consented to the amendment of these Rules.

Article 8. Governing Law, Jurisdiction

1. The interpretation and effect of these Rules shall be governed by the laws of Japan.
2. When a judicial dispute concerning these Rules arise, the guest and the Hotel agree that the Tokyo District Court will be the exclusive court of jurisdiction of the first instance.

Enacted: April 1, 2020