# Regulations on the Use of Banquet Halls

The Keio Plaza Hotel (hereinafter referred to as the "Hotel") stipulates the regulations below for the use of banquet halls (such use hereinafter referred to as the "Banquets, Etc."). Please note that weddings and receptions are covered by separate regulations.

# 1. Scope of Application

- (1) Contracts concluded between the Hotel and customers in regard to Banquets, Etc. (such contracts referred to hereinafter as "the Contract" shall be so concluded on the basis of the stipulations of these regulations, and any matters not stipulated in these regulations shall be determined on the basis of laws and ordinances and/or generally recognized normal practices.
- (2) When any special contract has been concluded, the Hotel shall prioritize such special contracts, notwithstanding the provisions of (1) above, to the extent that doing so does not violate laws and ordinances or normal practices.

# 2. Establishment of Contracts

The Contract shall, as a rule, be deemed to have been established on the payment of the deposit stipulated in 4. below. Note, however, that if the Hotel separately expresses its explicit or implicit intention to agree to hold such Banquets, Etc., The Contract shall be deemed to have been established even if a deposit is not paid.

## 3. Estimate of Costs

In cases where an application or inquiry regarding Banquets, Etc. is received from a customer, the Hotel shall present the customer with an estimate of costs regarding expenses for such Banquets, Etc., having first discussed with the customer such matters as the scheduled date, the purpose and scale of such Banquets, Etc., the number of persons attending, and whether or not meals shall be served, etc.

## 4. Deposit

- (1) A deposit shall be paid when Banquets, Etc. are reserved. The amount of the deposit shall be based on the general estimated amount for the banquet as presented by the Hotel.
- (2) The deposit shall be handled as a part of the advance payment stipulated in Article 5., below, or as part of the fee for contract cancellation stipulated in Article 8., below.

## 5. Advance Payment

We request that the general estimate for Banquets, Etc. presented by the Hotel be paid as an advance payment 10 days before the scheduled date of the Banquets, Etc. The Contract may be canceled in cases where payment is not made by the designated payment date.

## 6. Banquet Times and Additional Fees

(1) The space provided shall be used within the time period determined in advance by the Hotel.

(2) Separate excess fees shall be paid in cases where this time period is exceeded for reasons due to the customer. Note, however, that it is not always possible to extend the time period.

# 7. Confirming the Number of Persons Attending for whom Charges are Applicable

The numbers of persons who require meals etc. to be prepared shall be confirmed by noon 2 days before the scheduled date of the Banquets, Etc. After confirmation has been made, charges shall be paid for the confirmed number of persons attending, even if actual attendance is smaller.

#### 8. Fees for Contract Cancellation

(1) If The Contract for Banquets, Etc. for which a contract has already been concluded is canceled, the following fees contract cancellation fees shall, as a rule, be paid:

, 1	
Cancellation Date (Calculated from the scheduled date of the Banquets, Etc.)	Cancellation Fees
From 180 to 150 days before  *Note that this is limited to the following cases; -when the scheduled date is on a Saturday, Sunday or public holiday -when the scheduled banquet space is the Concord Ballroom or Eminence Hall.)	20% of regular conference room charge
From 150 to 121 days before	30% of regular conference room charge
From 120 to 91 days before	40% of regular conference room charge
From 90 to 61 days before	50% of regular conference room charge
From 60 to 31 days before	Actual expenses and 40% of the general estimate excluding actual expenses
From 30 to 11 days before	Actual expenses and 60% of the general estimate excluding actual expenses
From 10 days before	Actual expenses and 80% of the general estimate excluding actual expenses
On scheduled date	100% of the general estimate

- -Note: "Actual expenses" means the cost of the goods already delivered to the Hotel and cancellation fees for the outsourced goods.
- (2) If The Contract is canceled after a change of the scheduled date for Banquets, Etc., fees for calculating The Contract shall be calculated from the originally scheduled date.
- (3) In some cases, fees for contract cancellation in regard to large-scale gatherings etc. may be determined through separate agreements.
- (4) The general estimate and regular conference room charge do not include service fees and tax.

# 9. Preparation of Decorations, Entertainment Props

(1) Customers are requested to make use of a company or companies designated by the Hotel for decorations, entertainment props, costumes, gifts and souvenirs, floral decoration, filming and

photography, etc. (hereinafter referred to as the "Decorations, Etc.").

(2) In cases where the customer makes use of a company etc. not designated by the Hotel for reasons due to the customer, preparation and portage fees, etc., shall be arranged in advance with the Hotel.

# 10. Reparations for Damages

The customer shall compensate the Hotel for any damage caused to the Hotel's facilities and fixtures, etc., by the customer, persons attending the Banquets, Etc., or a company, etc. directly ordered by the customer in relation to the Decorations, Etc.

#### 11. Accidents and Thefts within the Facilities

Please carefully note that the Hotel can accept no responsibility whatsoever for any accidents or thefts, etc., occurring under the customer's management within the Hotel facilities, with the exception of cases of bad faith or gross negligence on the part of the Hotel.

## 12. Prohibitions

The acts below are prohibited. These acts shall not be carried out in the Hotel, on its premises, or in its vicinity.

- (1) Acts prohibited by laws and ordinances
- (2) Acts in violation of public order and morals
- (3) Bringing on the premises percussion instruments such as taiko drums or equipment that emits loud sounds, such as brass instruments etc.
- (4) Bringing foodstuffs intended as gifts for the persons attending, etc. onto the premises
- (5) Bringing animals other than assistance dogs for persons with physical disabilities on the premises
- (6) Bringing objects liable to be flammable or explosive on the premises
- (7) Bringing objects emitting foul odors on the premises
- (8) Dangerous behavior
- (9) Movement, damage or breakage of fixtures
- (10) Use of facilities for purposes other than those contracted during the designated time period
- (11) Other acts causing inconvenience to the Hotel or to other guests

# 13. Cancellation of the Contract by the Hotel

Contracts for Banquets, Etc. shall be cancelled in the cases below. The Hotel can accept no responsibility whatsoever for financial damages arising out of such cancellations.

- (1) If the customer is in violation of these regulations.
- (2) If it is clearly established that the customer or persons attending the Banquets, Etc., or a company etc. directly ordered by the customer in relation to the Decorations, Etc. is a criminal syndicate, member of a criminal syndicate, a body related to a criminal syndicate or any other anti-social force
- (3) If the customer engages in violence, threats, or blackmail against the Hotel, or makes coercive demands or demands the Hotel to accept burdens beyond the scope of reason.

(4) If use of the space has become impossible due to natural disaster or other reasons for which responsibility is not attributable to the Hotel

# 14. Handling of Personal Information

As well as for the purposes of guidance and confirmation etc., there may be cases in which personal information on the customer and persons attending Banquets, Etc., may be used for the provision of services by a company or companies designated by the Hotel and involving hairdressing and beauty, costuming and photography, invitations, gifts and souvenirs, etc. For other details on the handling of personal information, please refer to the Privacy policy on the Hotel homepage.

(https://www.keioplaza.co.jp/pp.html)

## 15. Alterations, Etc.

Please note in advance that the Hotel may alter or repair buildings, plant arrangements, indoor ornaments, appliances and furniture without prior notice, in order to preserve and maintain its facilities and scenery etc.

## 16. Governing Law and Jurisdiction

- (1) The interpretation and efficacy of The Contract shall be as according to Japanese law.
- (2) It is agreed that in case of legal dispute between the customer and the Hotel in regard to the Contract, the Tokyo District Court shall be the court of exclusive jurisdiction in the first instance.

# 17. Updates

- (1) The hotel may modify these regulations at the Hotel's own discretion.
- (2) The Hotel will publish the details of the modifications and the effective date on the Hotel website one month in advance, when the Hotel modifies these regulations.
- (3) If a customer uses the Hotel's service after the effective date of a modification, it is considered that he/she agrees to it.

July 1st, 2019