

# Banquet and special event usage agreement

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Please note that the following terms and conditions apply to the use of banquets, conferences, or other special events (hereinafter referred to as banquets, etc.)

## Article 1 (Applicable scope)

1. Any contracts concluded by the hotel regarding the use of banquets and banquet facilities shall be subject to the provisions of the following terms and conditions and any matter not stipulated in these terms shall be governed by law or generally accepted practice.
2. If the hotel accepts a special agreement, subject to not contravening any laws or accepted business practices, notwithstanding the preceding paragraph, said special agreement shall prevail.

## Article 2 (Applications to hold banquets etc.)

Those wishing to apply to hold banquets etc. at the hotel are requested to submit all the following details to the hotel:

- (1) The name of the organizer, the name, address and contact telephone number of the person in charge and the title of the banquets etc.
- (2) Date and time of the event
- (3) No. of attendees, details, purpose of use
- (4) Application fee, date on which settlement to be made
- (5) Any other details deemed necessary by the hotel

## Article 3 (Completion of contract)

1. Contracts for banquets etc. shall be concluded when the hotel has accepted the application set forth in the preceding Article and the contractual details shall be as contained in the banquet and special event usage agreement.
2. When a contract for banquets etc. is concluded pursuant to the provisions of the preceding paragraph, the estimated cost of the banquets etc. shall be paid by cash or bank transfer to the account designated by the hotel and by the date designated by the hotel as the application fee.
3. The application fee paid shall be used initially to cover fees and other costs of banquets etc. for which the applicant is ultimately liable, but where the provisions of both Articles 10 and 13 are deemed to apply, the cancellation fee and change fee shall be levied in order of compensation, with any remaining amount returned at the time of final settlement.
4. Failure to make payment of the deposit by the date specified by the hotel shall render the contract for banquets etc. null and void. However, when a payment deadline for submission of the application fee is specified, the hotel shall notify the applicant of the same.

## Article 4 (Special contract for which no application fee payable)

1. The hotel may, on completion of contract, comply with a special contract for which no application fee is payable, notwithstanding the provisions of the preceding Article 2.
2. When accepting applications for a contract for banquets etc., notwithstanding the provisions of the preceding Article 2, if the hotel does not request payment of the application fee or does not specify a payment date for the same, it shall be treated as a special contract for which no application fee is payable as detailed in the preceding paragraph.

## Article 5 (Refusal to conclude contract for banquets etc.)

1. If any of the following circumstances apply, the hotel may decline to conclude a contract for banquets etc.:
  - (1) When applications do not comply with these terms and conditions.
  - (2) When banquetting facilities are unavailable.
  - (3) When it is deemed that any person intending to attend the banquets etc. may act in a manner against the provisions of laws, public order or accepted principles of morality.
  - (4) When any person intending to attend the banquets etc. is clearly recognized as suffering from an infectious disease.
  - (5) When the contract applicant or any person intending to attend the banquets etc. commits any violent act against the hotel or any of its employees, or actions such as fraud, threatening behavior,

behavior resulting in excessive inconvenience, business obstruction, or violent demands, or imposes any request deemed exceptionally burdensome or is deemed to have behaved similarly in the past.

- (6) When the banquetting facilities are rendered unusable due to natural disasters, failure affecting the facilities, or other unavoidable reasons.
  - (7) When any person intending to attend the banquets etc. is deemed at risk of inconveniencing other customers due to noisy and/or drunken behavior or is deemed to have behaved similarly in the past.
  - (8) When the contract applicant or any person intending to attend the banquets etc. come into the category of a gang, gangster, an entity or organization related to a crime syndicate or stakeholders thereof, a corporation or other association whose business activities are controlled by a member of or an organized crime syndicate, a corporation with employees and officials deemed to be members of an organized crime syndicate or any other antisocial elements of any kind (hereinafter "antisocial forces".)
  - (9) When the hotel deems that protests and acts of harassment, etc. are expected against banquet attendees, etc. and that there is an according risk of inconveniencing other users or areas in the vicinity.
  - (10) When the person concerned has refused to comply with the prohibited items set forth in Article 11.
  - (11) When special instructions are received from relevant government agencies.
2. The hotel disclaims liability for any damages incurred by a contract applicant or any person intending to attend the banquets etc. when the conclusion of a contract is refused for any of the reasons cited above.

## Article 6 (Banquet timing and fee)

1. Usage of the banquetting facilities, including removal of any items installed, should be completed within the time period arranged with the hotel staff in advance.
2. When using the banquetting facilities, if the contractually agreed banquetting time is exceeded, an additional room charge will be levied. However, depending on the venue, extending the usage time for banquetting may not be possible.

## Article 7 (Payment of fees)

Regarding the payment of fees for banquets etc., the hotel will calculate the estimated amount owing, which should be paid in advance by cash or bank transfer no later than the date specified by the hotel. If planning to pay after the actual banquet date, please inform the hotel before concluding the contract, since this will be subject to screening in accordance with the hotel internal rules. Please note that depending on the result on the screening, payment after the event may not be possible.

## Article 8 (Confirming number of paying guests)

Please inform the hotel staff at least 14 days before the scheduled event date of the number of attendees (paying guests) to facilitate food preparation. Any changes to the total number of guests must be notified to the hotel no later than noon on the day before to the scheduled event date. Regardless of any further changes beyond this date or if the number of attendees on the day is fewer than the scheduled number of paying guests, a charge will be levied for the originally stated number of paying guests.

- \* Even if there is scope to change the total number of people, if the number of applicants decreases significantly from the total stated at the time of deciding on the event, a separate guarantee fee may be levied.

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## Article 9 (Decorative and entertainment arrangements)

1. The hotel works with established business partners to arrange decorative ornaments, flowers, music, sound, lighting, entertainment, MCs and banquet hostesses (paid event companions for male guests). If the applicant wishes to make a request to a service provider directly and outside the scope of partners designated by the hotel, please contact the hotel in advance and only proceed after receiving approval. Additional fees may be levied such as carry-in charges.
2. Where the applicant has requested decorative and entertainment arrangements directly from other service providers with the permission of the hotel, loading and unloading of equipment, the dimensions of signage and other mounting methods must be in line with certain rules. A separate storage fee may also be charged.

## Article 10 (Responsibility of applicant)

1. Customers (including all parties involved in banquets, etc.) and/or all those who make arrangements should be particularly careful to avoid any damage or breakage within the hotel and/or to its facilities and fixtures. If, despite this, any damage is sustained to any of the facilities and fixtures in the hotel, repairs must be procured immediately or compensatory damages must be paid.
2. If payment is not made by the settlement date stipulated when applying for a banquet, etc., a late payment fee shall be charged.

## Article 11 (Prohibited items)

Please refrain from bringing in any of the items or engaging in any of the actions listed below as it may bother other guests:

- (1) Dogs, cats, birds and other pets and livestock (excluding service dogs such as guide dogs, hearing dogs and service dogs).
- (2) Bringing in dangerous materials, gunpowder, volatile oil or any other explosive or flammable substances.
- (3) Bringing in any object with a pungent odor or generating a high-pitched sound.
- (4) Engaging in any acts that violate laws and regulations or public order and morals and/or any behavior that may bother other customers.
- (5) Moving any of the equipment within the hotel without consent.
- (6) Using facilities for any purpose other than that specified when the reservation was made.
- (7) Transferring or subletting the right to use the venue, in whole or in part, to any third party.
- (8) Attempting to drive after the event while under the influence of alcohol.
- (9) Any other act that is prohibited by law.

## Article 12 (Concerning special collection of bath tax)

Regarding Lake Biwa Hotel, referencing Local Tax Law Articles 701-3, 701-4 and Otsu City Tax Ordinance Articles 153 and 154: "Bath tax must be procured via a special collection method. The owner of the bathing facility is the party tasked with collecting the tax."

## Article 13 (Cancellation fee and date change fee)

1. The contract applicant may cancel the contracted banqueting etc. or change the dates by applying to the hotel.
2. Cancellation of contracts for e.g. banquets that have already been concluded, and/or change of banqueting facilities or date (According to the provisions of Article 3, paragraph 2, when payment is requested by specifying a due date for the application fee, except when the applicant cancels the banquet contract before making said payment.) cancellation and change fees shall apply, as shown in the attached table.

Settlement date	Cancellation fee	Change fee
121 days before scheduled date of use	10% of estimated banquet cost	-
120 to 91 days before scheduled date of use	20% of estimated banquet cost	5% of estimated banquet cost
90 to 61 days before scheduled date of use	30% of estimated banquet cost	10% of estimated banquet cost
60 to 31 days before scheduled date of use	50% of estimated banquet cost	20% of estimated banquet cost
30 to 15 days before scheduled date of use	70% of estimated banquet cost	25% of estimated banquet cost
14 to 3 days before scheduled date of use	80% of estimated banquet cost	50% of estimated banquet cost
2 days to day before scheduled date of use	Entire estimated banquet cost	Entire estimated banquet cost

- \* Changes to the banquet hall use and due date are possible up to 180 days before and after the date, but any further attempts to reschedule will result in cancellation.
- \* Regarding the calculation of the estimate, the hotel will base this on the information presented at the time of concluding the contract and the envisaged attendance (planned) as well as the general details discussed at that stage.
- \* Any actual charges and expenses incurred for products already arranged shall be levied separately from the cancellation fee and change fee.
- \* The number of days is counted with effect from the day after the date of cancellation to the day before the date of use.
- \* Only one change to banqueting facilities or dates is allowed and any further attempts to change or reschedule will result in cancellation.

## Article 14 (Cancellation of banquet contracts)

1. The hotel will cancel the banquet contract in the following cases:
  - (1) When the contract applicant or any person intending to attend a banquet, etc., is unable to comply with the provisions of Articles 1 to 3 and Articles 6 to 13 of this banquet and special event usage agreement, or the hotel deems that such compliance may not be possible.
  - (2) When any person intending to attend the banquets etc. has conducted any act against the provisions of laws, public order or accepted principles of morality or is deemed likely to do so by the hotel.
  - (3) When any person intending to attend the banquets etc. is clearly recognized as suffering from an infectious disease.
  - (4) When the banqueting facilities are rendered unusable due to natural disasters, failure affecting the facilities, or other unavoidable reasons.
  - (5) When the contract applicant and/or any person intending to attend the banquets etc. inconveniences other customers due to noisy and/or drunken behavior or is deemed either likely to do so or to have behaved similarly in the past.
  - (6) When it emerges that the contract applicant and/or any person intending to attend the banquets etc. are linked to antisocial forces.
  - (7) When the contract applicant or any person intending to attend the banquets etc. commits any violent act against the hotel or any of its employees, or actions such as fraud, threatening behavior, behavior resulting in excessive inconvenience, business obstruction, or violent demands, or imposes any request deemed exceptionally burdensome or is deemed to have behaved similarly in the past.
  - (8) When the hotel deems that protests and acts of harassment, etc. are being conducted against banquet attendees, etc. and such behavior is inconveniencing other users or areas in the vicinity.
  - (9) Failure to comply with the prohibited items set forth in Article 11.

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- (10) When special instructions are received from relevant government agencies.
2. If any of the above circumstances apply, the contract may be canceled with immediate effect and without obtaining the consent of the contract applicant or any person intending to attend the banquets etc. and the organizer (hereinafter referred to as the organizer). The hotel disclaims liability for any damages incurred if this occurs as a result of cancellation of the contract. If the contract is canceled based on the preceding paragraph, a cancellation fee pursuant to Article 13 shall be charged.

## Article 15 (Responsibility for parking)

If you opt to use the hotel parking lot, regardless of whether a vehicle key is deposited with the hotel, the hotel will assign a space but disclaims all responsibility for managing the vehicle. However, if any damages are incurred due to intent or negligence on the part of the hotel when managing the parking lot, the hotel shall be liable for said damages.

## Article 16 (Disclaimer)

During use of the hotel facilities, responsibility for any damage to or theft of equipment, goods and other items brought in by the organizer etc. remains the responsibility of the organizer and the hotel disclaims all responsibility for the same.

In cases where any of the following circumstances apply, neither the hotel nor the organizer is deemed responsible for the same:

- (1) In the event of any natural disaster, fire, war or conflict or any other reasons beyond the control of the organizer and the hotel, resulting in the destruction of or damage to the venue and rendering it extremely difficult or impossible to host such banquet.
- (2) When public power is exercised based on laws and regulations, or, pursuant to guidance from relevant ministries, expropriation, removal or a ban on use are imposed or for other reasons beyond the control of the organizer and the hotel, rendering it extremely difficult or impossible to host such banquet.

## Article 17 (Handling of personal information)

The hotel complies with all laws and regulations regarding personal information protection and handles all personal information provided by organizers etc. with great care. For details, please refer to the "Privacy Policy" on the homepage of each hotel.

## Article 18 (Prevailing language)

Although these terms and conditions may be written in languages other than Japanese, in the event of any inconsistency or disparity between the original terms and conditions and the translated text, the Japanese text shall prevail in all cases.

## Article 19 (Revision of banquets and special events)

In response to any change in external factors such as economic conditions and related laws and regulations or in the event of any change to the managerial and operational status of our company, the hotel may revise the contents of this agreement, including the provisions on the fees and scope of services.

In such cases, the hotel will promptly publish the revised information on its website beforehand and clearly indicate the date of the final revision.

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