

# Hotel Nidom

## Terms of Service and Consent Form for Weddings, Celebrations, Banquets, Meetings, Accommodation, and Group Use

At Hotel Nidom, the following provisions govern agreements and usage with regard to weddings, celebrations, banquets, meetings, accommodation, and group use. By entering into an agreement with Hotel Nidom (“Nidom”) and using Nidom’s services, you (the “Customer”) agree to the following provisions.

### **Article 1: Agreement Formation**

The agreement is formed when the Customer submits an application to us. However, in cases where the cost of a banquet, meeting, accommodation, or group use will exceed set price levels, and in the case of a wedding or celebration, the agreement is formed when the Customer pays Nidom an application fee of 50,000 yen or a booking fee Nidom separately specifies, by a date Nidom separately specifies. (The agreement is not formed if the application fee or booking fee is not paid by the date Nidom specifies.)

### **Article 2: Payment of Usage Fees**

Nidom shall prepare a quote for usage fees based on consultation with the Customer. Nidom shall invoice the Customer according to the agreement based on the latest quote, and the Customer shall pay Nidom the invoiced amount at least three days before the usage date. However, please pay “shared-cost” fees on the usage date. Nidom may treat the booking as cancelled if the Customer does not pay the invoiced amount (excluding shared-cost fees to be paid on the day of the event) at least three days before the usage date. If the Customer incurs extra fees on the usage date, then Nidom shall invoice the Customer for the extra fees. (If extra fees are incurred, please pay them within one week of invoice’s issuance.) The Customer is responsible for transfer fees. Nidom rejects all requests for refunds or re-provision of services based on human service quality, image, taste, or other subjective inconsistencies, unless there is a quantified or otherwise objective and definite flaw in the terms of the agreement. Nidom is not responsible for the malfunction of any movie, DVD, music, etc., that guests bring.

### **Article 3: Number of Paying Attendees**

Please notify Nidom’s coordinator of any changes in the number of people requiring meals, etc., at least seven days before the usage date. Nidom’s preparations are complete after seven days before the usage date, so even if the number of attendees falls after this time, Nidom will still charge the Customer for the full number of paying attendees described in the latest quote. Please note that Nidom may be unable to serve extra attendees if their numbers increase.

Nidom shall issue new invoices to the Customer for changes to the number of hotel guests according to the provisions of Article 4.

#### **Article 4: Cancellation Fees and Date Change Fees**

The Customer shall pay a cancellation fee or date change fee according to the following items if the Customer cancels a booking or changes the booking date at the Customer's convenience.

- (1) From the seventh day after application to 120 days prior to the day before the usage date.
  - Cancellation Fee: The entire sum paid as application fee or booking fee (However, if the booking fee was less than 50,000 yen, or if a booking fee was not charged due to a special provision by Nidom, then the cancellation fee will be 50,000 yen. Henceforth, this fee will simply be described as "50,000 yen".)
  - Date Change Fee: Free
- (2) From 119 to 9 days prior to the day before the usage date
  - Cancellation Fee: 20% of the latest total quoted amount (excluding service fees) (the application fee or booking fee will be allocated to the cancellation fee)
  - Date Change Fee: 50,000 yen.
- (3) From 89 to 60 days prior to the day before the usage date
  - Cancellation Fee: 40% of the latest total quoted amount (excluding service fees) (the application fee or booking fee will be allocated to the cancellation fee)
  - Date Change Fee: 50,000 yen.
- (4) From 59 to 30 days prior to the day before the usage date
  - Cancellation Fee: 60% of the latest total quoted amount (excluding service fees) (the application fee or booking fee will be allocated to the cancellation fee)  
However, the cancellation fee for accommodation will be 50% of the latest quoted accommodation fee (excluding service fees)
  - Date Change Fee: 50,000 yen.
- (5) From 29 to 7 days prior to the day before the usage date
  - Cancellation Fee: 80% of the latest total quoted amount (excluding service fees) (the application fee or booking fee will be allocated to the cancellation fee)  
However, from 29 to 14 days prior to the day before the usage date, the cancellation fee for accommodation will be 70% of the latest quoted accommodation fee (excluding service fees)
- (6) From 13 to 7 days prior to the day before the usage date
  - Cancellation Fee: 80% of the latest total quoted amount (excluding service fees)
  - Date Change Fee: 50,000 yen, plus the full usage fee for the reserved banquet hall
- (7) From 6 to 2 days prior to the day before the usage date
  - Cancellation Fee: 90% of the latest total quoted amount (excluding service fees) (the application fee or booking fee will be allocated to the cancellation fee)

However, the cancellation fee for accommodation will be 90% of the latest quoted accommodation fee (excluding service fees)

- Date Change Fee: 100% of quoted catering fees

(8) The day before the usage date, and the usage date

- Cancellation Fee: 100% of the latest total quoted amount (excluding service fees) (the application fee or booking fee will be allocated to the cancellation fee)
- Date Change Fee: 100% of quoted catering fees

Postponement is treated as a termination of the agreement. However, if the usage date is postponed to a definite date before the next fiscal year, then a cancellation fee will not be charged (however, the Customer shall pay the fees for costumes, floral decorations, cosmetic services, photography, stationery, gifts, and similar items regardless of the postponement date). If the booking is cancelled after postponement, then the Customer shall pay a cancellation fee for the wedding, etc., that was postponed.

#### **Article 5: Acknowledgement of Changes to Plan Fees.**

Nidom revises its wedding plan fees every one or two years. The Customer consents to receiving notifications from Nidom when plan fees, etc. are revised.

#### **Article 6: Venue Usage Periods and Extension Fees**

If the period described in the plan table is exceeded during use for a celebration, banquet, meeting, or in group use, etc., then the Customer shall pay an extension fee as described below. Please note that the agreed period of use cannot always be extended even if an extension fee is paid.

- From 30 minutes to under 60 minutes: 30% of the venue usage fee
- For 60 minutes or longer: 100% of the venue usage fee

#### **Article 7: Procurement and Storage Fees Associated with Decorations, Entertainment, etc.**

Nidom will assign contractors to procure decorations, entertainment, etc. for weddings, celebrations, banquets, meetings, accommodation, group use, etc. The Customer may only directly hire a different contractor if Nidom gives permission. In such a case, Nidom will charge an extra storage fee.

#### **Article 8: Compensation for Accidents, Theft, and Damage Occurring in the Establishment**

Nidom is not responsible for any money or valuables other than those deposited at the reception with their value clearly stated, and accepts no liability except in cases of deliberate acts or gross negligence. Nidom is utterly exempt from any liability for accidents or thefts that are not the result of deliberate acts or gross negligence by Nidom, so Customers should take sufficient care to manage their valuables and prevent accidents.

Nidom shall invoice the Customer for any damage to facilities, fixtures, furnishings, etc., caused through deliberate acts or gross negligence by the Customer, the Customer's attendees, or related persons.

## **Article 9: Refusal to Contract and Suspension of Service**

Nidom does not conclude an agreement in any of the following situations.

- When an applicant or user falls under any of the following definitions.
  - (A) (I) An organized crime group as described in Article 2-2 of the Act on Prevention of Unjust Acts by Organized Crime Group Members (an “organized crime group”).`
  - (II) An organized crime group member as described in Article 2-6 of the same act (an “organized crime group member”).
  - (III) An organized crime group member, etc., as described in Article 2-3 of the Hokkaido Organized Crime Exclusion Ordinance (an “organized crime group member, etc.”).
  - (IV) An associate member of an organized crime group, a person related to an organized crime group, or other antisocial force (collectively, “antisocial forces”).
  - (V) A person who is being or has been punished under criminal law.
- (B) A corporation or other group with business activities under the control of antisocial forces.
- (C) A corporation or other group which has an executive to whom the definition of anti-social forces is applicable.
- The applicant or user engages in customer harassment (claims, speech, or behavior that are socially inappropriate for the content of the request, and which employ means or modes that harm the employees’ working environment) with regard to Nidom). Customer harassment includes, but is not limited to, physical attacks (assault, injury) psychological attacks (threats, slander, defamation, insult, abusive language), demands for prostration, continuous or persistent speech or behavior, restrictive speech or behavior (unlawful trespass, refusal to leave, confinement), sexual speech or behavior, and service requests that exceed the limits of social acceptability, in cases where there is no admitted fault or shortcoming in the products or services Nidom provides.
- There is the risk that an applicant or user will speak or behave in a way that will be a severe nuisance to other guests.
- The user has a tattoo.

## **Article 10: Termination**

Nidom may terminate a wedding, celebration, banquet, meeting, accommodation, or group use in any of the following cases.

- When there is risk of a breach of the law or of public order and morals.
- When there is risk of nuisance to other guests.
- When there is risk of the Customer or a user falling under Article 9, A–C.
- When the Customer or a user engages in customer harassment with regard to Nidom.
- When a venue is unusable due to a natural disaster or other reason not attributable to Nidom.

In the event of termination for any of the above reasons, Nidom does not provide compensation for loss or damage, or pay any money whatsoever.

**Article 11: Prohibited Acts**

The following acts are prohibited. Please refrain from them.

- (1) Bringing in a dog, cat, bird, or other pet or livestock animal (excluding guide dogs).
- (2) Bringing in malodorous material or hazardous material such as burning or inflammable material, etc.
- (3) Gambling and other acts which corrupt public morals, or acting or behaving in a way that is a nuisance to other guests.
- (4) Moving fixtures.
- (5) Using Nidom for any purpose other than that given at the time of reservation.
- (6) Taking away food, etc., sold at Hotel Nidom (excluding certain food sold for takeaway).
- (7) Bringing food or drink into Hotel Nidom.
- (8) Any act forbidden by law.

**Article 12: Joint Guarantor**

The Joint Guarantor bears all liabilities on the Customer arising from this agreement. The Joint Guarantor shall sign and affix the Joint Guarantor’s registered seal to the Letter of Guarantee. If the Joint Guarantor becomes unable to pay, or if Nidom determines that the Joint Guarantor is not appropriate, then the Joint Guarantor must be replaced with one that Nidom consents to.

**The above agreement and the attached wedding plan and table of fees have been explained to me, and I shall abide by them while using Nidom.**

Month:\_\_\_\_\_ Day:\_\_\_\_\_ Year:\_\_\_\_\_

(Customer) Signature:\_\_\_\_\_ (seal)

(Joint Guarantor) Address:\_\_\_\_\_

Tel:\_\_\_\_\_

Signature:\_\_\_\_\_ (seal)