

Hotel Nikko Fukuoka  
Terms and Conditions for Banquet and Event Services

1. Conclusion of Contract

The contract for banquet or event services (hereafter referred to as “banquet, etc.”) shall be deemed to have been concluded when the Hotel has duly accepted the request for the contract and the client has signed, or stamped with a seal the Contract Agreement Form after agreeing to the terms and conditions.

2. Banquet Time and Additional Room Charge

The client shall pay the designated room charge for the contracted time from the start to the completion of banquet hall use (hereafter referred to as “banquet time”). If the banquet runs beyond the agreed-upon banquet time, the client shall be charged an additional room fee. However, the Hotel may not be able to accommodate a request for extension, depending on the schedule of other events.

3. Confirmation of the Number of Guests to Be Served

The client shall notify the hotel representative in charge of the banquet of the number of guests to be served food and beverages (hereafter referred to as “number of charged guests”) and particular requests (details of food and beverages) by 14 days before the date of the banquet, etc. If the number of charged guests changes after that date, the client must inform the hotel representative by at least 3 days before the banquet (not counting weekends and national holidays). For changes reported after that, the client must pay the full cost for the number of charged guests originally expected, even though fewer guests may actually attend the banquet, etc.

4. Payment

- (1) The client shall, in principle, pay the total amount of the agreed-to estimate of room charges and food and beverage expenses by 10 days before the date of the banquet, etc. as a deposit. The client must understand in advance that, if this payment is not received by the Hotel, the Hotel may decline to hold the banquet, etc.
- (2) When an insufficiency in the amount paid is discovered after the banquet, etc., the client must pay for this insufficiency on the day of the event, in principle.

5. Cancellation Fees and Date Change Fees

- (1) If the client cancels a contract of a banquet, etc. or changes the date, the client shall be charged the following cancellation fees. The number of days shall be determined by the day of cancellation notification.

Notification date of cancellation	Cancellation fee
From the date of contract conclusion to 91 days or more before the banquet	10% of the banquet estimate
From 90 to 61 days before the banquet	20% of the banquet estimate
From 60 to 31 days before the banquet	40% of the banquet estimate
From 30 to 8 days before the banquet	60% of the banquet estimate
From 7 to 1 day (noon) before the banquet	80% of the banquet estimate
From 1 day (noon) before the banquet	100% of the banquet estimate

- (2) Regardless of the above, items such as food and printed matter that have already generated costs must be paid for by the client apart from the cancellation fee. If these costs were included in the estimate, they shall be deducted from the estimate before calculating the cancellation fee.

#### 6. Arrangements for Decorations and Entertainment

- (1) Decorations, music, entertainment and party hostesses for the banquet, etc. shall be arranged through hotel-designated suppliers. If the client chooses to use a supplier other than a hotel-designated supplier, the client must obtain approval from the Hotel before doing so.
- (2) The Hotel may charge a carry-in fee (including personnel costs for on-site inspections and others) for items directly arranged by the client, depending on the items.
- (3) Regarding the sizes, installation sites or methods and other details of decorations and signs, as well as carry-in and carry-out, installation places or methods and details of banquet equipment and other materials that are handled by suppliers directly contracted by the client (hereafter referred to as "various items"), the Hotel shall have prior discussions with the concerned suppliers in order to assist them in following the rules designated by the Hotel. The client must understand that the Hotel may decline a request for various items if there is no occasion for prior discussions.

#### 7. Compensation for Damage

If the client (including any party involved with the client) or a supplier whom the

client directly hires breaks or damages facilities, fixtures or fittings of the Hotel, the Hotel shall give instructions regarding restoration. In such a case, the client must conduct repairs accordingly and promptly, or pay compensation for the damage.

#### 8. Refusal and Cancellation of Contract Conclusion

The Hotel shall not accept the conclusion of a contract for a banquet, etc. when it identifies one of the following circumstances. In addition, if one of these circumstances is identified after the conclusion of a contract, the Hotel shall cancel the contract. The Hotel shall assume no responsibility for any damages due to a contract cancellation under these circumstances.

- (1) When guests using a banquet hall include the following:
  - (i) Members or associate members of a crime syndicate as specified in the Act on Prevention of Unjust Acts by Organized Crime Group Members Crime, syndicate-related companies and organizations, people involved in such companies or organizations, or other antisocial forces
  - (ii) A corporation or organization whose activities are controlled by an organized crime group or organized crime members
  - (iii) A corporation whose board of directors includes crime syndicate members
- (2) When a guest exhibits language or behavior that causes extreme annoyance for other guests of the Hotel.
- (3) When a guest makes coercive or violent requests, or places unreasonable demands on the Hotel or its employees.
- (4) When a guest attending a banquet, etc. is deemed to likely engage in behavior violating the laws or public order and morality, or when such behavior is recognized as having been conducted, or when the Hotel determines the behavior is annoying to other guests.
- (5) When a client does not pay for the deposit specified in Item (1) of "4. Payment" or a cancellation fee as specified in "5. Cancellation Fees and Date Change Fees" by the designated date.
- (6) When a client violates these terms and conditions of service herein.
- (7) When contract responsibilities cannot be fulfilled or a due date cannot be observed due to reasons that cannot be attributed to the responsibility of either the client or the Hotel, such as an act of nature, natural disaster, war, terrorist attack, civil war, insurgency, and regulations, orders or instructions of the government, strike, traffic closure or other force majeure.

## 9. Prohibitions

The client must refrain from engaging in the following prohibited behaviors:

- (1) Bringing in pets such as dogs (excluding guide dogs or partner dogs), cats, birds and farm animals
- (2) Using the facility for any purpose other than the one agreed to with the Hotel
- (3) Bringing in items that emit unpleasant odors
- (4) Bringing in dangerous articles (such as highly flammable items)
- (5) Moving any fixtures or fittings
- (6) Other behavior prohibited by the laws

## 10. Others

- (1) The Hotel generally refuses to keep guest's valuables, including cash and other valuables, in the cloakroom. The client is asked to understand that, if the Hotel should agree to keep them, it will assume no responsibility if they are lost.
- (2) Parking for guests who attend a banquet, etc. shall be provided free of charge for up to three hours in case where the service provided at the Hotel include meals. (For an exhibition show, conference or concert, there will be no free parking.)
- (3) Performances involving bands or percussion instruments such as drums may be refused, as it may have an adverse effect on other halls.
- (4) When banquet hall use becomes impossible due to a reason applicable to Item (7) of "8. Refusal and Cancellation of Contract Conclusion," the Hotel will offer an alternative date to meet the client's needs as closely as possible. Although there is no cancellation fee for such a situation, expenses already generated (arranged items such as food and printed matter) and actual expenses caused by the extension of the event date shall be charged to a client.

If the client does not wish to hold the event on an alternative date, or if it becomes impossible for the client to use the banquet hall due to a force majeure affecting the client, the Hotel shall charge a cancellation fee in accordance with "5. Cancellation Fees and Date Change Fees."

※ These terms and conditions are subject to change without notice at the sole discretion of the Hotel.