

Accommodation Terms and Conditions and Regulations - BELLUSTAR TOKYO, A Pan Pacific  
Hotel

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## BELLUSTAR TOKYO Hotel Regulations

In order to ensure the safety and comfort of our guests, BELLUSTAR TOKYO has established the following Regulations in accordance with Article 10 of our Accommodation Terms and Conditions and Article 2 of our Restaurant Terms of Use. We appreciate your understanding and cooperation. Failure to abide by these Regulations will result in our refusing to allow you to stay or use of the hotel facilities, in accordance with Article 7 of the Accommodation Terms and Conditions and Article 1 of the Restaurant Terms of Use. Please also note that you may be liable for any loss or damage that results from accidents caused by failing to abide by these Regulations.

### Article 1. Safety and Security Precautions

1. Check the evacuation routes which are displayed on the back of each guest room door and in the emergency stairwells.
2. Refrain from bringing into the Hotel any heating equipment or heat sources for cooking, etc.
3. Smoking in guest rooms is prohibited. Smoking is only permitted in designated smoking rooms and smoking areas (Health Promotion Act, Chapter 5, Section 2, Article 25). Note that this ban also applies to electronic cigarettes. Please note that if found to be smoking in your room, you may be charged for the cost of cleaning bed linen, curtains and wallpaper, etc., and for the cost of any other repairs, etc.
4. Placing wet clothes or towels, etc. over light fixtures or lampshades to dry may cause a fire. Such acts are extremely dangerous and should be avoided at all cost.
5. Do not engage in any other activities that may cause a fire.
6. Make sure your door is locked when you leave your room during your stay (doors lock automatically when closed).
7. Lock the door and use the door latch when sleeping. When you have a visitor, use the peephole to identify the visitor and take care when opening the door. Contact the reception desk if you see anyone behaving suspiciously.
8. Note that if you leave a faucet running to fill the bathtub with hot water while napping or doing something else, the bathtub will overflow and cause a serious flooding.
9. Meeting with external visitors in guest rooms is not permitted.
10. Only registered guests are allowed to stay at the Hotel.
11. Guests with cars are requested to park in the designated parking area.
12. The Hotel is not responsible for the management of vehicles parked by guests in the parking area, regardless of whether the keys are deposited with the Hotel.

#### Article 2. Handling of Valuables and Lost Property

1. Please keep cash and valuables in the safety deposit box provided in your room during your stay. Note that the Hotel shall not compensate for any loss or damage resulting from the loss, damage, or theft of cash or valuables if you fail to use the safety deposit box as described above.
2. The Hotel shall keep lost property at the Hotel for a certain period of time, after which it will be handled in accordance with the Lost Property Act.

#### Article 3. Payment

1. Charges should be paid in currency or with accommodation vouchers or credit cards accepted by the Hotel; provided, however, that bills presented by the Hotel at any time during your stay or when using restaurants should be settled on the spot.
2. Please notify reception desk staff in advance if you wish to change the number of nights you plan to stay. If extending your stay, please pay for charges incurred up to that point.
3. Please present your room key (card key and key case) when adding charges for using the Hotel's restaurants or bars, etc. to your hotel bill. (We may ask for your name) We may refuse to allow you to add the charges to your room bill.
4. We may ask for a deposit upon arrival. We ask that you settle your bill at the reception desk at any time you are presented with a bill by the reception desk during your stay.
5. In principle, payment for purchases, airline tickets, train or bus tickets, taxi fares, postage stamps, or luggage shipment charges cannot be added to your bill.
6. A service charge may be added to accommodation charges and food and beverage charges. Please do not tip Hotel employees.
7. Telephone calls made from guest rooms to outside the Hotel will be charged in accordance with our usage fees.

#### Article 4. Prohibited Conduct

1. Bringing into the Hotel any item that may disturb other guests:
  - (1) Animals such as dogs, cats and birds, and pets in general (excluding service dogs defined by law)
  - (2) Explosive or flammable gunpowder or volatile oils, and potentially hazardous products
  - (3) Items that emit bad or strong odors
  - (4) Unregistered guns and swords
  - (5) Unusually large quantities of luggage and goods
  - (6) Other items prohibited to possess according to the laws of Japan

- (7) Other acts prohibited by the laws of Japan
2. Gambling or acts that disturb public morals or safety in the Hotel, or acts that cause inconvenience or discomfort to other guests
3. Hanging or displaying any item that detracts from the appearance of the Hotel in the window of a guest room or restaurant
4. Engaging in business activities in the Hotel, including in guest rooms or the lobby, that are not authorized by the Hotel
5. Distributing advertisements or promotional materials, or selling goods without the Hotel's permission
6. Using facilities and equipment in the Hotel other than in a designated place or other than for their intended use, or in such a way that seriously damages their current state
7. Publishing photographs, etc. taken in the Hotel for business purposes without permission
8. Leaving personal belongings in corridors or the lobby
9. Using corridors, the lobby, restaurants, bars or other business facilities while wearing nightwear, yukata, pajamas and slippers
10. Entering Hotel employee areas, fire escapes, rooftops, towers, mechanical rooms, or other facilities except in an emergency or in unavoidable circumstances
11. Having food and beverages delivered from outside the Hotel (however food and beverages from restaurants, etc. affiliated with the hotel are acceptable)
12. You may be asked to reimburse a substantial amount if Hotel buildings, furniture, fixtures, or other articles are damaged, stained or lost

#### Article 5. Termination of Hotel Usage Agreements

1. The Hotel shall refuse entry when a person intending to stay or use the Hotel is an anti-social force such as an organized crime group, or a person closely related to a company or organization affiliated with an organized crime group (if this fact is discovered after the reservation or while using the Hotel, use shall be refused at that time).
2. The Hotel shall refuse use when a person intending to stay or use the Hotel is a corporation or other organization whose business activities are controlled by an organized crime group or a member of an organized crime group, or when a person intending to use the Hotel is a corporation and one of its officers falls under a member of an organized crime group (if this fact is discovered after the reservation or while using the Hotel, use shall be refused at that time).
3. The Hotel shall refuse use if a person intending to stay or use the Hotel makes intimidating and unreasonable demands using violence, threats, or extortion, etc., or demands that exceed a reasonable scope, with regard to the accommodation facilities or Hotel employees, or is acknowledged as having engaged in a similar act in the past at the Hotel or at other hotels.

## Article 6. Ecological Activities

1. Please cooperate in saving electricity and water in order to use resources carefully.

## Article 7. Changes to These Regulations

1. When these Regulations fall under standard terms of contract set forth in the Civil Code, and conform to the general interests of users, or when the necessity and reasonableness of the change is recognized, each provision of these Regulations shall be changed in accordance with the provisions of the Civil Code.
2. In the event that these Regulations are changed, the new Regulations will be posted on our website, and the new Regulations shall apply from the effective date specified at the time of posting. In the event of changing these Regulations, we shall notify guests of such changes, etc. by an appropriate means such as in writing or through the information channel on TVs in guest rooms.

## Accommodation Terms and Conditions

### Article 1. Scope of Application

1. Accommodation contracts and related contracts concluded between the Hotel and guests are subject to the provisions of these Terms and Conditions and matters not provided for herein shall be governed by laws and regulations and generally established practices.
2. Notwithstanding the provisions of the preceding paragraph, special provisions shall take precedence when the Hotel accepts special provisions within a scope that does not breach laws and regulations or generally established practices.

### Article 2. Applications for Accommodation Contracts

1. A person intending to apply for an accommodation contract with the Hotel shall notify the Hotel of the following particulars:
  - (1) Name and number of guests
  - (2) Date(s) of accommodation and estimated time of arrival
  - (3) Accommodation charges (in principle, based on Note 1)
  - (4) a. Name of the applicant and his or her contact information, and b. Name of the person who will pay the accommodation charges and his or her contact information
  - (5) Place stayed on previous night and next destination
  - (6) Other matters deemed necessary by the Hotel
2. When, during their stay, a guest applies to extend their stay beyond the accommodation date(s) provided for in item (2) of paragraph 1, the Hotel shall treat the application as a request for a new accommodation contract at the time the application is made.

### Article 3. Establishment of Accommodation Contracts, etc.

1. An accommodation contract shall come into effect when the Hotel accepts an application provided for in the preceding Article; provided, however, that this shall not apply if the Hotel proves that it did not consent to the application.
2. If an accommodation contract comes into effect in accordance with the provisions of preceding paragraph, guests should pay an application fee specified by the Hotel, limited to accommodation charges for the duration of their stay by the date specified by the Hotel. This does not apply if specified otherwise in the accommodation plan.
3. The deposit or application fee shall first be appropriated to accommodation charges or Hotel charges ultimately payable by the guest, and when a circumstance arises in which the provisions of Articles 6 and 18 of these Terms and Conditions apply, the deposit or application fee shall be appropriated first to the penalty and then to compensation, and any remaining amount shall be refunded upon payment of the charges in accordance with Article 12 of these Terms and Conditions.
4. When the deposit or application fee referred to in paragraph 2 of this Article is not paid by the date specified by the Hotel in accordance with the provisions of paragraph 2, the accommodation contract shall cease to be effective; provided, however, that when specifying a due date for payment of the deposit or application fee, the Hotel shall only specify a date if it has notified the guest to that effect.

### Article 4. Special Provision Not Requiring Payment of a Deposit or Application Fee

1. Notwithstanding the provisions of paragraph 2 of the preceding Article, the Hotel may agree to a special provision that does not require payment of the deposit or application fee referred to in the preceding paragraph after the contract is concluded.
2. If the Hotel does not request payment of the deposit or application fee referred to in paragraph 2 of the preceding Article, or does not specify a date for payment of the application fee, when accepting an application for an accommodation contract, the Hotel shall treat the application as if it complies with the special provision referred to in the preceding paragraph.

### Article 5. Refusing Accommodation Contracts

1. The Hotel may refuse a request for an accommodation contract when:
  - (1) An application fails to comply with these Terms and Conditions
  - (2) There is no room available due to full occupancy
  - (3) A person intending to stay at the Hotel is deemed likely to engage in acts that breach the provisions of laws and regulations, public order or morals, in relation to their stay
  - (4) A person intending to stay at the Hotel is clearly recognized as having an infectious disease. Or a

person intending to stay at the Hotel has another illness that may be infectious

- (5) A person intending to stay at the Hotel is an organized crime group, a member of an organized crime group, a person related to a company or organization affiliated with an organized crime group or some other anti-social force
- (6) A person intending to stay at the Hotel is a corporation or other organization whose business activities are controlled by an organized crime group or a member of an organized crime group
- (7) A person intending to stay at the Hotel is a corporation and one of its officers falls under a member of an organized crime group
- (8) A person intending to stay at the Hotel makes intimidating and unreasonable demands using violence, threats, or extortion, etc., or demands that exceed a reasonable scope, with regard to the accommodation facilities or Hotel employees, or is acknowledged as having engaged in a similar act in the past at the Hotel or at other hotels
- (9) Accommodation cannot be provided due to a natural disaster, facility failures, or other unavoidable grounds
- (10) A person intending to stay at the Hotel is recognized as likely to cause serious inconvenience to other guests due to intoxication, etc., or has engaged in behavior that causes inconvenience

#### Article 6. Guest's Right to Cancel

1. Guests may notify the Hotel to cancel their accommodation contract.
2. If a guest cancels an accommodation contract in whole or in part due to reasons attributable to the guest, the Hotel shall charge a penalty in accordance with Note 2 (except when the guest cancels the accommodation contract prior to making such payment if the Hotel specifies a due date for the payment of the deposit and requests payment of the deposit in accordance with Article 3, paragraph 2 of these Terms and Conditions); provided, however, that if the Hotel agrees to the special provisions stipulated in Article 4, paragraph 1 of these Terms and Conditions, this shall only apply when the Hotel has notified the guest of its obligation to pay a penalty when the guest cancels the accommodation contract, when agreeing to special provisions.
3. If a guest who has not registered their credit card with the Hotel fails to arrive at the Hotel by 18:00 on the day of the stay without contacting the Hotel, the Hotel may deem that the accommodation contract has been cancelled by the guest.

#### Article 7. Cancellation of Contracts by the Hotel

1. The Hotel may cancel an accommodation contract when:

- (1) A guest is deemed likely to breach or is deemed to have engaged in acts that breach the provisions of laws and regulations, public order or morals, in relation to their stay
  - (2) A guest is clearly recognized as having an infectious disease, or a guest has another illness that may be infectious, or fails to respond to a request for cooperation with infection control measures without justifiable reason, regardless of the presence of symptoms
  - (3) Accommodation cannot be provided due to a natural disaster, facility failures, or other unavoidable grounds
  - (4) A person intending to stay at the Hotel is recognized as likely to have an impact on other guests due to intoxication, etc., or engages in behavior that causes significant inconvenience
  - (5) A guest fails to comply with the matters prohibited in the Regulations established by the Hotel
  - (6) A guest smokes in a place other than the designated smoking room or smoking area
  - (7) A guest engages in mischievous behavior such as smoking in the bed in a guest room or tampering with fire-fighting equipment or fails to comply with other matters prohibited in the Regulations established by the Hotel (limited to items necessary for fire prevention)
  - (8) A person intending to stay at the Hotel is an organized crime group, a member of an organized crime group, a person related to a company or organization affiliated with an organized crime group or some other anti-social force
  - (9) A person intending to stay at the Hotel is a corporation or other organization whose business activities are controlled by an organized crime group or a member of an organized crime group
  - (10) A person intending to stay at the Hotel is a corporation and one of its officers falls under a member of an organized crime group
  - (11) A person intending to stay at the Hotel makes intimidating and unreasonable demands using violence, threats, or extortion, etc., or demands that exceed a reasonable scope, with regard to the accommodation facilities or Hotel employees, or is discovered to have engaged in a similar act in the past at the Hotel or at other hotels
2. If the Hotel cancels an accommodation contract in accordance with the provisions of preceding paragraph, the Hotel shall not charge the guest for accommodation services that have not yet been provided.

#### Article 8. Registration

1. Guests are requested to register the following details at the Hotel's reception desk on the day of their stay:
  - (1) Name, age, gender, address and occupation
  - (2) Foreigners without an address in Japan: nationality, passport number, place and date of entry (copy of passport), place stayed on previous night and next destination
  - (3) Scheduled date and time of departure



(4) Other matters deemed necessary by the Hotel

2. If a guest wishes to pay the charges referred to in Article 12 of these Terms and Conditions by a method that can be substituted for currency, such as an accommodation voucher or credit card, the guest must present such method of payment in advance when registering their details as referred to in the preceding paragraph.

#### Article 9. Guest Room Occupancy Hours

1. In principle, guests may use the Hotel's guest rooms from 15:00 to noon the following day (excluding accommodation plans with limited check-in/check-out times); provided, however, that, except on the date of arrival and date of departure, guests may occupy their room all day when staying for more than one night.
2. Notwithstanding the provisions of the preceding paragraph, the Hotel may permit guests to occupy guest rooms outside the hours set forth in this paragraph. In such cases, the following additional fees will be charged:
  - (1) From noon to 15:00 on the day of check-out: 30% of the room charge
  - (2) From 15:00 to 18:00 on the day of check-out: 50% of the room charge
  - (3) From 18:00 on the day of check-out to noon the next day: 100% of the room charge

#### Article 10. Compliance with Regulations

1. Guests must comply with the BELLUSTAR TOKYO Regulations, stipulated separately, while in the Hotel.

#### Article 11. Operating Hours

1. Detailed information on Hotel facility operating hours is stated on signs in each facility.
2. The operating hours referred to in the preceding paragraph may change temporarily in unavoidable circumstances. In such cases, guests shall be notified in an appropriate manner.

#### Article 12. Payment of Charges

1. The breakdown of accommodation charges, etc. payable by guests is stated in Note 1.
2. Payment of the accommodation charge, etc. referred to in the preceding paragraph should be made at the reception desk at the time guests check-out or when requested by the Hotel, in currency or an alternative method acceptable to the Hotel, such as accommodation vouchers or credit card.
3. Accommodation charges shall be charged even if a guest chooses not to stay in the room after the Hotel has provided the room to the guest and made it available for use.

#### Article 13. Responsibility of the Hotel

1. The Hotel shall compensate for any loss or damage caused to guests when performing an accommodation contract and related agreements, or when failing to perform such accommodation contract or related agreements; provided, however, that this shall not apply if the Hotel proves that the loss or damage is due to grounds not attributable to the Hotel.

#### Article 14. Handling When Unable to Provide a Booked Room

1. The Hotel shall obtain consent from the guest and do its utmost to arrange the same standard of accommodation at another hotel when it is not possible to provide a guest room booked by a guest.
2. Notwithstanding the provisions of the preceding paragraph, when the Hotel is unable to arrange alternative accommodation, the Hotel shall pay the guest a compensation fee of an amount equivalent to a penalty, which shall be applied to the compensation for loss or damage; provided, however, that compensation shall not be paid if there are no grounds attributable to the Hotel for not being able to provide a guest room.

#### Article 15. Handling of Deposited Items

1. Except in cases of force majeure, the Hotel shall compensate for loss or damage when loss or damage occurs to items, etc. deposited by guests at the reception desk; provided, however, that if the Hotel requests a guest to disclose the type and value of cash and valuables, and the guest fails to disclose such information, the Hotel shall compensate for loss or damage of up to a maximum of 150,000 yen.
2. The Hotel accepts no responsibility for any articles, cash, or valuables brought into the Hotel by guests that are not left at the reception desk, except when loss, damage, or other damage is caused intentionally or due to negligence by the Hotel; provided, however, that if a guest fails to disclose the type and value of the items in advance and the loss or damage is attributable to the Hotel, the Hotel shall compensate for the loss or damage of up to a maximum of 150,000 yen.

#### Article 16. Storing Guests' Luggage and Personal Effects

1. When a guest's luggage arrives at the Hotel prior to his or her stay, the Hotel shall only be responsible for storing the luggage if the Hotel has agreed to store the luggage prior to the guest's arrival. Luggage shall be handed over to the guest upon check-in at the reception desk or delivered to their room.
2. In the event that a guest's luggage or personal belongings are left behind in the Hotel after the guest has checked out, and the owner is not indicated or is not known, the Hotel shall handle the luggage or personal belongings in accordance with the Lost Property Act.
3. The responsibility of the Hotel for the custody of the guest's luggage or personal belongings in the

case referred to in paragraph 2 of this Article, shall conform to the provisions of paragraph 1 of the preceding Article in the case of paragraph 1 of this Article, and to the provisions of paragraph 2 of the preceding Article in the case of paragraph 2 of this Article.

4. Items found will be kept for a certain period of time, after which they will be handled in accordance with the Lost Property Act.

#### Article 17. Responsibility for Parking

1. The Hotel is not be responsible for the management of vehicles if people using the Hotel use the Tokyu Kabukicho Tower underground parking area, regardless of whether the keys are deposited with the Hotel; provided, however, that if loss or damage is caused intentionally or due to negligence by the Hotel when managing the parking area, the Hotel shall compensate for such loss or damage.

#### Article 18. Responsibility of Guests

1. If the Hotel suffers loss or damage due to the intention or negligence of a guest, the guest shall compensate the Hotel for such loss or damage.

#### Article 19. Handling of Personal Information

1. The Hotel shall appropriately handle personal information provided by guests in accordance with the Hotel's privacy policy, set forth separately.

#### Article 20. Disclaimers

1. Use of computer communications provided by the Hotel is at the user's own risk. The Hotel accepts no liability whatsoever for any loss or damage incurred by the user as a result of service interruption due to a system failure or other reasons while using computer communications, except when due to the intention or gross negligence on the part of the Hotel. Furthermore, if any acts take place that the Hotel deems to be inappropriate use of computer communications, that cause loss or damage to the Hotel or a third party, the Hotel shall compensate for the loss or damage.

#### Article 21. Changes to These Terms and Conditions

1. When these Terms and Conditions fall under standard terms of contract set forth in the Civil Code, and conform to the general interests of guests, or when the necessity and reasonableness of the change is recognized, each provision of these Terms and Conditions shall be changed in accordance with the provisions of the Civil Code.
2. In the event that these Terms and Conditions are changed, the new Terms and Conditions will be

posted on our website, and the new Terms and Conditions shall apply from the effective date specified at the time of posting. In the event of changing these Terms and Conditions, the Hotel shall notify guests of such changes, etc. by an appropriate means such as in writing or through the information channel on TVs in guest rooms.

Note 1: Breakdown of accommodation and other charges (relates to Article 2, paragraph 1 and Article 12, paragraph 1)

The total amount payable by guests shall be the sum of the following.

- Accommodation Charges (1): Room charge + service charge
- Additional Charges (2): Food, beverage and other charges (including fees and service charges)
- Taxes: Various taxes

\* In the event of revisions to tax laws, the revised provisions shall apply.

Note 2: Penalties (relates to Article 6, paragraph 2)

Penalties shall be determined as follows based on the date the notice of cancellation is received and the number of applicants involved.

- Individual Guests
  - Non-occupancy: 100%
  - Check-in date: 100%
  - 1 day prior to check-in: 100% (after 15:00)  
80% (until 15:00)
- Groups (10 or more rooms)
  - Non-occupancy: 100%
  - Check-in date: 100%
  - 1 day prior to check-in: 100%
  - 7 days prior to check-in: 80%
  - 30 days prior to check-in: 50%
  - 60 days prior to check-in: 30%
  - 90 days prior to check-in: 20%
- Groups (31 or more rooms)
  - Non-occupancy: 100%
  - Check-in date: 100%
  - 14 days prior to check-in: 100%
  - 30 days prior to check-in: 80%
  - 60 days prior to check-in: 50%
  - 90 days prior to check-in: 30%

\* % indicates the ratio of the penalty to the room rate at the time of reservation. (Excluding service charges)

and consumption tax)

\* In the event that the contracted number of nights stay is shortened, a penalty fee of one day (the first day) shall be charged regardless of the number of days the stay is shortened.

## Restaurant Terms of Use

Please be aware that BELLUSTAR TOKYO's restaurants have established the following Terms of Use to ensure our guests have an enjoyable experience. We appreciate your understanding.

### Article 1. Refusal of Use and Cancellation of Reservations and Contracts

Use (including reservations and contracts for use) may be refused in the following cases. If such facts are discovered after the reservation or contract has been concluded, the reservation or contract shall be cancelled at that time.

1. When a user falls under any of the following:

- (1) An organized crime group, a member of an organized crime group, a person related to a company or organization affiliated with an organized crime group or some other anti-social force
- (2) A corporation or other organization whose business activities are controlled by an organized crime group or a member of an organized crime group
- (3) A corporation whose officers fall under a member of an organized crime group

2. When engaging in intimidating acts using violence, threats, or extortion, etc., or demands that exceed a reasonable scope, with regard to a restaurant or its employees, or when acknowledged as

- having engaged in a similar act in the past at the restaurant concerned or any other restaurant
3. When using language or conduct that causes significant inconvenience to other users
  4. When a person intending to use the restaurant is clearly suffering from a contagious disease, or is suffering from any other disease that may be infectious
  5. When a reservation or contract details (purpose of use) are different from the details at the time of the reservation, or when obviously false declarations were made
  6. When deviating from the dress code (smart casual) set by each restaurant

#### Article 2. Compliance with Terms of Use

1. Guests using the restaurants must agree to the BELLUSTAR TOKYO Regulations, stipulated separately, while in the Hotel.

#### Article 3. Prohibited Conduct

1. Guests should refrain from:
  - (1) Bringing in animals such as dogs, cats and birds, and pets in general (excluding service dogs defined by law)
  - (2) Bringing in explosive or flammable gunpower or volatile oils, and potentially hazardous products
  - (3) Bringing in items that emit strong fragrances or bad odors
  - (4) Bringing in food and beverages from other restaurants or that guests have prepared themselves without permission
  - (5) Engaging in acts that run counter to laws, regulations or public order and morals, and language or behavior that may cause annoyance or discomfort to other guests
  - (6) Bringing in food items other than take-out items sold at the Hotel
  - (7) Failing to switch mobile telephones to silent mode when using mobile telephones in the restaurant
  - (8) Moving tables, chairs or other equipment without permission
  - (9) Other acts prohibited by the laws of Japan

#### Article 4. Operating Hours

1. The Hotel's main restaurants are listed below, and specific operating hours are posted on our website and in various locations.

Restaurant Bellustar - 45th floor

Bar Bellustar - 45th floor

Teppan "Ten-yu" - 45th floor

Sushi "JIN-E" - 45th floor

2. The operating hours referred to in the preceding paragraph may change when necessary or in

unavoidable circumstances.

#### Article 5. Cancellation Policy

1. In principle, a cancellation fee shall be charged for reservations based on the cost of food and private room charge.  
5 days prior to reservation: 30%  
3 days prior to reservation to day of reservation: 50%  
Day of reservation: 100%
2. If the menu is undecided, the lowest course price available for the number of persons in the party at the time of the reservation at the reserved restaurant shall be charged.
3. This cancellation policy does not apply to cancellations due to natural disasters or other unavoidable reasons.

#### Article 6. Disclaimers

1. Restaurants assume no responsibility for any take-out items sold at the Hotel that have passed their expiry date after purchase.
2. Menus are subject to change depending on the availability of ingredients.
3. Guests with allergies should notify restaurants in advance. Note that restaurants cannot accept responsibility if guests fail to mention their allergies.

#### Article 7. Compensation for Loss or Damage

1. Please take care not to break or damage the restaurant's facilities or fixtures due to your negligence.
2. Please understand that you may be asked to pay a commensurate amount of compensation if you intentionally damage any facilities, fixtures, or equipment.

#### Article 8. Finalization of Number of Users

1. Please contact restaurant staff by the morning of the day before your reservation to finalize the number of guests.

#### Article 9. Changes to These Terms of Use

1. When these Terms of Use fall under standard terms of contract set forth in the Civil Code, and conform to the general interests of users, or when the necessity and reasonableness of the change is recognized, each provision of these Terms of Use shall be changed in accordance with the provisions of the Civil Code.
2. In the event that these Terms of Use are changed, the new Terms of Use will be posted on our website, and the new Terms of Use shall apply from the effective date specified at the time of

posting. In the event of changing these Terms of Use, we shall notify guests of such changes, etc. by an appropriate means such as in writing or through the information channel on TVs in guest rooms.

#### Banquet Room Terms of Use

Please be aware that BELLUSTAR TOKYO has established the following Terms of Use to ensure the smooth operation of events. We appreciate your understanding.

#### Article 1. Applications

##### 1. Tentative Reservations

We offer a tentative reservation period when you apply to use our banquet rooms. As a general rule, tentative reservation periods are one week (7 days) from the date of the application. Please contact the Hotel during this period to confirm whether the event will be held. If you do not contact the Hotel during the tentative reservation period, we shall assume that the event will not be held.

##### 2. Conclusion of Contracts

After notification of the decision, a contract shall be finalized by the exchange of a Banquet Room Usage Acceptance Form or by payment of the application fee. The Hotel shall inform you of the application fee which is based on the details of the event.

#### Article 2. Deposit

1. A deposit of an amount indicated by the Hotel must be paid to the Hotel at least seven (7) days prior to the date of the event. If payment is not received within this period, use of the banquet room may be cancelled.

#### Article 3. Final Confirmation

1. If you wish to make any changes to the number of participants or the number of dishes included in the estimate, please let us know each time. Changes may be made up until noon two days prior to the event. Note that reductions shall be limited to 10% of the number of participants and dishes included in the final estimate. Such notification from the applicant shall be considered final confirmation. If you do not contact the Hotel, we shall proceed with preparations based on the estimate.

#### Article 4. Banquet Room Usage Hours

1. The prescribed room usage fee shall be charged for the contracted hours (banquet room usage hours) from the start to the end of the time the banquet room is used, and an additional room usage fee shall be charged if usage hours are exceeded; provided, however, that it may not be possible to use



the banquet room beyond the contracted hours due to the next reservation for the use of the banquet room.

#### Article 5. Settlement

1. After the event, the final usage fee (amount to be settled) must be paid by the payment date confirmed in advance by the Hotel. If the deposit paid exceeds the final usage fee, the Hotel shall refund the difference.

#### Article 6. Arrangements for Decorations and Entertainment, etc.

1. In principle, the Hotel shall arrange the decorations, flowers, music, entertainment, sound and lighting, and party companions, etc. for the event from designated vendors.
2. Please contact the Hotel in advance regarding matters to be provided by vendors arranged directly by the applicant with the consent of the Hotel, in order to ensure the smooth operation of the event. Please refrain from making arrangements directly with vendors before obtaining consent from the Hotel. Note that vendors arranged by the applicant must comply with instructions from the Hotel.

#### Article 7. Compensation for Loss or Damage

1. If the Hotel suffers loss or damage (breakage, damage, or defacement of the Hotel's facilities, fixtures, and equipment, etc.) due to the intention or negligence of the applicant (including all related parties, organizers and event attendees on the applicant's side) or a vendor arranged by the applicant, the applicant shall compensate the Hotel for such loss or damage.

#### Article 8. Accidents, Loss, and Theft in the Facility

1. Please understand that the Hotel accepts no responsibility for accidents, loss, or theft that occur in the facility while it is under your control.

#### Article 9. Refusing Contract

1. Banquet room applications may be refused if a guest participating in the event violates any of the following items, or if the banquet room cannot be used due to a natural disaster, facility failure, or any other unavoidable reason. In such case, please understand that the Hotel shall not be liable for compensation for any loss or damage resulting from refusing to execute a contract.
  - (1) When deemed likely to engage in acts that breach laws and regulations, public order or morals
  - (2) When deemed likely to cause inconvenience to other guests. , or has engaged in behavior that causes inconvenience
  - (3) When the Hotel deems that there is a likelihood of business being obstructed by a third party
  - (4) When found to be an organized crime group, a member of an organized crime group, a person

related to a company or organization affiliated with an organized crime group or some other anti-social force

- (5) When a corporation or other organization whose business activities are controlled by an organized crime group, etc.
- (6) When a corporation whose officers fall under a member of an organized crime group
- (7) When making intimidating and unreasonable demands using violence, threats, or extortion, etc., or demands that exceed a reasonable scope, against the Hotel or the Hotel's employees, or when acknowledged as having engaged in a similar act in the past at the Hotel or at other hotels
- (8) When breaching these Banquet Room Terms of Use and individual contracts

#### Article 10. Contract Cancellation

1. The Hotel reserves the right to refuse use of a banquet room or to immediately cancel an existing contract if any of the following situations apply or are violated. In such case, please understand that the Hotel shall not be liable for compensation for any loss or damage resulting from the cancellation of the contract.

- (1) When a participant at the event is deemed likely to engage in acts that breach laws and regulations, public order or morals
- (2) When the event is deemed likely to cause inconvenience to other guests
- (3) When the Hotel deems that there is a likelihood of business being obstructed by a third party
- (4) When it is not possible to use the banquet room due to a natural disaster, facility failures, or other unavoidable grounds
- (5) When a participant at the event is found to be an organized crime group, a member of an organized crime group, a company, organization or person affiliated with an organized crime group or some other anti-social force
- (6) When a participant at the event is a corporation or other organization whose business activities are controlled by an organized crime group, etc.
- (7) When a participant at the event is a corporation whose officers fall under a member of an organized crime group
- (8) When a participant at the event is making intimidating and unreasonable demands using violence, threats, or extortion, etc., or demands that exceed a reasonable scope, against the Hotel or the Hotel's employees, or when acknowledged as having engaged in a similar act in the past at the Hotel or at other hotels
- (9) When a participant at the event is clearly suffering from a contagious disease, or is suffering from any other disease that may be infectious
- (10) When event details (purpose of use) are different from the details at the time of application, and it is judged that obviously false declarations were made

(11) When otherwise breaching these Banquet Room Terms of Use and individual contracts

#### Article 11. Prohibited Conduct

1. The following acts are prohibited and banquet room users should refrain from such acts:

- (1) Bringing in animals such as dogs, cats and birds, and pets in general (excluding service dogs defined by law)
- (2) Bringing in explosive or flammable gunpowder or volatile oils, and potentially hazardous products
- (3) Bringing in items that emit strong fragrances or bad odors
- (4) Engaging in acts that run counter to laws, regulations or public order and morals, and language or behavior that may cause annoyance or discomfort to other guests
- (5) Moving Hotel equipment without permission
- (6) Use other than for the intended purpose of use
- (7) Other acts prohibited by the laws of Japan

#### Article 12. Cancellation Fees and Schedule Changes

1. In the event of cancelling or change of schedule after a contract has been signed, the following cancellation fees and schedule alteration fees shall be charged in principle, according to the date on which cancelling the event or changing the schedule, calculated from the date of the event:

Period from the date on which signing the contract to 121 days before the event: 10% of the most recent estimate + actual costs

Period from 120 days to 90 days before the event: 20% of the most recent estimate + actual costs

Period from 89 days to 30 days before the event: 30% of the most recent estimate + actual costs

Period from 29 days to 8 days before the event: 50% of the most recent estimate + actual costs

Period from 7 days to the day before the event: 80% of the most recent estimate + actual costs

Day before the event: 100% of the most recent estimate + actual costs

\* The “most recent estimate” means the total amount, including the deposit and the amount already paid, based on the most recent estimate issued by the Hotel to the guest

\* “Actual costs” means the cost of printed materials already ordered and cancellation fees for other items ordered

\* Postponement shall be treated as cancellation and cancellation fees shall be charged

#### Article 13. Handling of Personal Information

The Hotel shall appropriately handle personal information provided by guests in accordance with the Hotel’s privacy policy, set forth separately.

#### Article 14. Changes to These Terms of Use

1. When these Terms of Use fall under standard terms of contract set forth in the Civil Code, and conform to the general interests of users, or when the necessity and reasonableness of the change is recognized, each provision of these Terms of Use shall be changed in accordance with the provisions of the Civil Code.
2. In the event that these Terms of Use are changed, the new Terms of Use will be posted on our website, and the new Terms of Use shall apply from the effective date specified at the time of posting. In the event of changing these Terms of Use, we shall notify guests of such changes, etc. by an appropriate means such as in writing or through the information channel on TVs in guest rooms.

#### Wedding Ceremony and Reception Terms of Use

Please be aware that BELLUSTAR TOKYO has established the following Terms of Use to ensure the

smooth operation of wedding receptions. We appreciate your understanding.

#### Article 1. Establishment of Contracts

1. When making a reservation for a wedding ceremony and reception, an application form must be filled out with the necessary information, the form must be signed by the applicant, and an application fee must be paid. The application fee shall be used to pay for part of the cost of the wedding and reception. The application fee is 100,000 yen, and contracts are considered to be concluded upon payment.

#### Article 2. Reception Times and Additional Room Charges

1. Use of banquet rooms, etc. shall be limited to use during the agreed hours. If the agreed hours are exceeded due to the customer's circumstances, the customer may be charged a specified additional room fee and other fees related to the extension; provided, however, that it may not be possible to extend use beyond the contracted hours due to the next reservation for the use of the banquet room.

#### Article 3. Payment

1. The cost of the wedding reception should be paid by paying the following amount, by bank transfer or in cash, with regard to the approximate estimate provided by the Hotel. If payment is not made by the date specified, the contract shall cease to be effective. In such case, the cancellation fee set forth in Article 5 will be charged. Any excess or deficiency shall be settled within 30 days of the date of the wedding reception.

By one month prior to the wedding reception: 50% of the estimated cost

By seven days prior to the wedding reception: 100% of the estimated cost

#### Article 4. Changes to Guest Numbers After Finalizing Numbers

1. Even if the number of guests attending the wedding reception and the quantity of goods are less than the number and quantity finalized on the date specified by the Hotel, the Hotel shall charge the finalized numbers.

#### Article 5. Cancellation Fees and Schedule Changes

1. The cancellation of a wedding ceremony and reception for which a contract has already been concluded and schedule changes shall be subject to the following cancellation and schedule change fees:

Cancellation and schedule change fees

Up to 181 days prior to the reception date: 50% of the application fee

180 days to 121 days prior to the reception date: 100% of the application fee and actual costs

120 days to 91 days prior to the reception date: 100% of the application fee, 20% of the most recent estimate plus actual costs

90 days to 31 days prior to the reception date: 100% of the application fee, 30% of the most recent estimate plus actual costs

30 days to 11 days prior to the reception date: 100% of the application fee, 45% of the most recent estimate plus actual costs

10 days to the day before the reception date: 100% of the application fee, 45% of the most recent estimate plus the cost of goods already delivered and other actual costs

Day of the reception: 100% of the application fee, 100% of the most recent estimate plus the cost of goods already delivered and other actual costs

- \* Calculated from the date of the ceremony and reception
- \* Cancellation and schedule change fees exclude taxes and service charges while actual costs include tax
- \* The “most recent estimate” means the total amount, including the deposit and the amount already paid, based on the most recent estimate issued by the Hotel to the customer
- \* “Actual costs” means the cost of printed materials already ordered and cancellation fees for other items ordered
- \* Postponement shall be treated as cancellation and cancellation fees shall be charged

#### Article 6. Arrangements for Decorations and Entertainment, etc.

1. Decorations, flowers, clothing, hair/makeup/dressing, photographs, sound, lighting, entertainment, and gifts, etc. (including individuals and companies contracted to plan and run wedding receptions, etc.) shall be arranged by the Hotel using designated vendors. If you wish to make arrangements directly with a vendor other than a vendor designated by the Hotel, please make arrangements after obtaining approval from the Hotel in order to ensure the smooth operation of the wedding ceremony and reception. Note that in the above cases, such vendors must comply with instructions from the Hotel regarding bringing in and taking out items, and installation locations and methods, etc. Also note that additional installation attendance and handling fees may be charged. Electric guitar, trumpet, drum, band, and orchestra performances, etc. may not be allowed due to the impact on other events.

#### Article 7. Compensation for Loss or Damage

1. Adequate care should be taken to ensure that related parties or contractors arranged directly by customers do not cause any loss or damage to the Hotel’s facilities, fixtures, or equipment, etc. If the Hotel’s facilities, fixtures, or equipment, etc. are damaged, customers or contractors or related parties arranged by the customer shall be required to promptly repair the damage or pay for the

repairs or compensate for the loss or damage.

#### Article 8. Indivisible Obligations

1. Please understand that obligations pertaining to wedding ceremonies and receptions are indivisible obligations of both families and the bride and groom.

#### Article 9. Accidents and Theft in the Facility

1. Please understand that the Hotel accepts no responsibility for accidents or theft that occur in the facility while it is under your control.

#### Article 10. Prohibited Conduct

1. The following acts are prohibited and wedding ceremony and reception users should refrain from such acts:
  - (1) Bringing in and using items that make loud noises
  - (2) Bringing in animals such as dogs, cats and birds, and pets in general (excluding service dogs defined by law)
  - (3) Bringing in explosive or flammable gunpower or volatile oils, and potentially hazardous products
  - (4) Bringing in items that emit strong fragrances or bad odors
  - (5) Engaging in acts that run counter to laws, regulations or public order and morals, acts that disturb public order and morals and language or behavior deemed to cause significant inconvenience to other guests
  - (6) Use by organized crime groups and persons associated therewith
  - (7) Moving Hotel equipment
  - (8) Use other than the purpose of use indicated when making the reservation
  - (9) Other acts prohibited by the laws of Japan

#### Article 11. Refusing Contracts

1. Wedding ceremony and reception applications may be refused if a guest participating in the reception violates any of the following items, or if the banquet room cannot be used due to a natural disaster, facility failure, or any other unavoidable reason. In such case, please understand that the Hotel shall not be liable to the applicant for compensation for any loss or damage.
  - (1) When deemed likely to engage in acts that breach laws and regulations, public order or morals
  - (2) When the reception is expected to cause inconvenience to other guests
  - (3) When the Hotel deems that there is a likelihood of business being obstructed by a third party
  - (4) When an organized crime group, a member of an organized crime group, or a company, organization or related party affiliated an organized crime group or some other anti-social force

- (5) When a corporation or other organization whose business activities are controlled by an organized crime group or a member of an organized crime group
- (6) When a corporation whose officers fall under a member of an organized crime group
- (7) When deemed likely to impact other guests, or engages in behavior that causes significant inconvenience
- (8) When making violent demands against the Hotel or the Hotel's employees, or making demands beyond a reasonable scope
- (9) When there is a person who is deemed likely to harm the life, health, or property of other guests, in light of the status as a member of a designated organized crime group, etc. of the person applying to use the banquet room, or the purpose, number of persons, or manner in which the room will be used
- (10) When breaching these Wedding Ceremony and Reception Terms of Use and individual contracts

#### Article 12. Contract Cancellation

1. Please note that the following may result in a wedding reception application from guests (including applications from all related parties of the following guests or from attendees) being rejected or the cancellation of contracts, even if contracts have already been concluded. Note that the Hotel shall not be liable for compensation for any loss or damage resulting from cancellations in such cases.
  - (1) When a participant at the reception is likely to engage in acts that breach laws and regulations, public order or morals
  - (2) When a participant at the reception is expected to cause inconvenience to other guests
  - (3) When the Hotel deems that there is a likelihood of business being obstructed by a third party
  - (4) When an organized crime group, a member of an organized crime group, or a company, organization or related party affiliated an organized crime group or some other anti-social force
  - (5) When a corporation or other organization whose business activities are controlled by an organized crime group or a member of an organized crime group
  - (6) When a corporation whose officers fall under a member of an organized crime group
  - (7) When deemed likely to make intimidating and unreasonable demands using violence, threats, or extortion, etc. against the Hotel's other guests, the Hotel or the Hotel's employees, or when acknowledged as having engaged in a similar act in the past at the Hotel or at other hotels
  - (8) When it is not possible to use the banquet room due to a natural disaster, facility failures, or other unavoidable grounds
  - (9) When a participant at the reception is clearly suffering from a contagious disease, or is suffering from any other disease that may be infectious
  - (10) When a person attending the reception violates these Wedding Ceremony and Reception Terms of Use



(11) When failing to pay the wedding ceremony and reception fees by the date specified by the Hotel

Article 13. Handling of Personal Information

1. The Hotel shall appropriately handle personal information provided by guests in accordance with the Hotel's privacy policy, set forth separately.

Article 14. Changes to These Terms of Use

1. When these Terms of Use fall under standard terms of contract set forth in the Civil Code, and conform to the general interests of users, or when the necessity and reasonableness of the change is recognized, each provision of these Terms of Use shall be changed in accordance with the provisions of the Civil Code.
2. In the event that these Terms of Use are changed, the new Terms of Use will be posted on our website, and the new Terms of Use shall apply from the effective date specified at the time of posting. In the event of changing these Terms of Use, we shall notify guests of such changes, etc. by an appropriate means such as in writing or through the information channel on TVs in guest rooms.

February 2023