

Tokyo Midtown Management Co., Ltd.
Tokyo Midtown Hall & Conference Office
9-7-1 Akasaka, Minato-ku, Tokyo, 107-0052
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These terms stipulate usage of the facilities of the ‘Tokyo Midtown Hall & Conference’ (hereinafter, ‘the facility’), which is managed and run by the Tokyo Midtown Management Co., Ltd. When using the facilities, please ensure that you thoroughly understand and adhere to these terms. Also, please refer to the attached document for details of venue management.

1. Hours of Use

(1) Business Days: Open all year round (except January 1st)

* Please be aware that the hall may close temporarily for facility/equipment inspections etc.

(2) Main Opening Hours: 9:00 AM to 9:00 PM

2. Applications for Usage

(1) Application Acceptance Start Dates

Tokyo Midtown Hall: 1 year prior to date of usage

Tokyo Midtown Hall Conference: 6 months prior to date of usage

* When using the hall and conference center simultaneously, applications for the conference center can be accepted from 1 year prior to the date of usage.

(2) Submission of the Usage Application Form

Once we receive your inquiry, we will inform you of the schedule and provide you with a ‘Usage Application Form.’ Please submit your application after completing the necessary sections. Your booking will be complete once we receive your application and issue a duplicate of the application. (Hereinafter, persons who have completed a booking are referred to as ‘users.’) Please be aware that cancellation after a booking has been confirmed will incur a fee. Also, please be aware that your usage application may be declined after the details of your inquiry have been confirmed.

* Receipt of the “Usage Application Form”/issuance of a duplicate of the application shall serve as affirmation that the user is not an antisocial organization.

* Please be aware that the rental of advertising and video media event space etc. in other venues of the facility and on the Tokyo Midtown premises may be subject to competing demands.

The premises may also experience noise from events or construction work carried out at the premises. We appreciate your understanding.

3. Usage Fees and Payment

(1) Usage Fee

Please see the attachment entitled ‘Price list.’

(2) Payment method after booking is complete and payment deadlines

Please transfer the payment into our specified bank account by the following deadlines.

<Tokyo Midtown Hall>

1) Deposit (30% of the room charges)

-----Within 14 days from the date of billing

2) Remaining room charges

-----By at least 5 business days prior to the date of usage

3) Final balance (additional room charges, cost of food and beverages, cost of technical staff, electricity usage charges, network costs, etc.)

-----By the end of the month following the month of the final usage date.

<Tokyo Midtown Conference>

1) Room charges (100%)

-----By at least 5 business days prior to the date of usage

2) Final balance (additional room charges, cost of food and beverages, cost of technical staff, etc.)

-----By the end of the month following the month of the final usage date.

(3) Payee

Mitsui Sumitomo Bank (Nihonbashi Branch), ordinary account
7855483-

Account name: Tokyo Midtown Management Co., Ltd

* Please note that customers are responsible for covering the service charge incurred by the remittance.

* Cash, credit cards, and electronic payments, etc. are not accepted.

* Please be aware that in the event that payment of the deposit and any remaining charges are not received by the specified due date, this will be regarded as a cancellation, and the booking will be released.

4. Cancellation of Bookings

(1) Cancellation Methods

If a user cancels a booking (including changes of venue and/or dates) due to his/her own circumstances after receiving a usage application, a ‘Cancellation Form’ should be submitted after filling in the necessary sections. Please be aware that we cannot accept verbal cancellations. Similarly, we will charge the following cancellation fees using the usage date as an initial date of reckoning:

(2) Cancellation Fees

Tokyo Midtown Hall

• Up to 60 days prior to usage -----30% of the room charge

• From 59 to 30 days prior to usage ----- 50% of the room charge

• From 29 days prior to usage to the day of usage --- 100% room charge

Tokyo Midtown Conference

• Up to 60 days prior to usage ----- 30% of the room charge

- From 59 to 10 days prior to usage ----- 50% of the room charge
- From 9 days prior to usage until the day of usage ---100% room charge

(3) Cancellation of devices/equipment and food and beverages etc.

In the event of cancellations of requested devices/equipment and food and beverages, we will charge a cancellation fees based on the details.

5. Prohibited Behaviors

The following are not permitted:

- 1) Behavior that infringes on laws or that is offensive to public order and morality.
- 2) Behavior that causes disturbance to other clients.
- 3) Usage for purposes other than those stated on the application.
- 4) Behavior that risks defilement or damage to facilities or equipment etc.
- 5) Bringing incendiary or inflammable articles onto the premises.
- 6) Smoking other than in designated areas.
- 7) Behavior that risks disrupting or tainting the surroundings, such as loud noises, vibrations or the production of offensive odors.
- 8) Usage by crime syndicates, corporations with relations to crime syndicates, or the equivalent thereof, or members of these syndicates (hereinafter 'antisocial forces')
- 9) Behavior that contributes to the operations of antisocial forces or that assists the activities of antisocial forces.
- 10) Bringing animals other than guide dogs, service dogs, or hearing assistance dogs onto the premises.
- 11) Sales activities, fund-raising, religious activities, political activities, putting up signs, distributing printed materials, photography other than to record the event, or carrying out any similar acts without the permission of the facility.
- 12) Partial or total transfer or subleasing of the facility usage rights to a third party.
- 13) Acts that cause inconvenience to other users of our facilities and to the tenants of Tokyo Midtown.
- 14) Acts that infringe upon any copyrights, image rights, or other intellectual property belonging to the facility or a third party.
- 15) Other acts deemed inappropriate to the management and/or running of the facility

6. Release of Bookings and Discontinued Usage

(1) Items leading to the release of bookings and discontinued usage

In the event of any of the following, the booking will be released and usage will be discontinued, even if the booking is complete or the facility is already in use:

Please note that the facility will assume no responsibility whatsoever if this results in any losses to the user.

- 1) In the event of circumstances deemed applicable to any item in '5. Prohibited Behavior' above (however, in the event of circumstances deemed applicable to 8) or 9) of '5. Prohibited Behavior' above, the booking will be released/usage discontinued without any formal notice.)
- 2) In the event that any false information is give on the Usage Application Form.

- 3) In the event that the deposit or remaining fee is not paid by the specified date.
- 4) In the event that the facility is rendered unusable due to an unavoidable occurrence such as a natural disaster or unforeseen accident, disaster or terrorist attack, etc.
- 5) In the event of unavoidable circumstances in the management and running of the facility.

6) In the event that the user violates an item stipulated in these usage terms.

(2) Handling Cancellations and Refunding Usage Fees etc.

1) In the event of the booking being released

The stipulated cancellation fees in '4. Cancellation of Bookings' will be charged in the event of circumstances deemed to be a cancellation before usage in accordance with a release from booking due to 1), 2), 3) or 6) of 6.(1) above.

2) Discontinuing Usage

Under no circumstances whatsoever will room fees received from the user be refunded in the event that usage is discontinued due to 1), 2) or 6) of 6.(1) above. Also, please pay any fees incurred the following day.

*Room fees already paid will be refunded in full in the event of a release of booking or discontinuation of usage due to 4) or 5) of 6.(1) above.

7. Responsibilities of the User

Users must adhere to the following:

- 1) Always use the facility with the care of a good manager.
- 2) In addition to adhering to the usage terms of the facility and relevant legal items, please also ensure that these are adhered to by any and all related personnel and visitors.
- 3) While communicating and coordinating with the facility, please maintain the order of the facility and its surroundings, organize and induct visitors, supervise and manage related personnel etc. and prevent theft and accidents.
- 4) In the event that a meeting regarding the security and induction system of the facility is judged necessary, users must follow the directions decided in the advance meeting with the facility. In this instance, users must be responsible for security and organizing/inducting visitors.
- 5) Before using the facility, please prepare for unforeseen disasters and accidents by checking the locations of emergency exits, evacuation methods and fire extinguishers as well as providing relevant persons such as personnel with this information.
- 6) Users must be responsible for subscribing to the necessary liability insurance and accident insurance.
- 7) When using the facility, users must be responsible for the required notification or submission of an application to the relevant authorities as stipulated in law and for notifying the relevant bodies. The facility will accept no responsibility whatsoever in the event that usage is not possible due to inadequate notification.
- 8) Users must take responsibility for restoring the facility to its previous state after usage. Please also promptly restore the facility to its previous state in the event of discontinuing usage. Note that

in the event that users do not restore the facility to its previous state, the facility will perform the restoration (including clearance and disposal etc.) and the users will be invoiced for the necessary costs.

- 9) Please always accept post and deliveries during usage hours. Please consult with the facility regarding out-of-hours deliveries.
- 10) Users must take their waste with them. A charge will be made for waste handling by the facility.

8. Compensation and Exemptions

We shall seek compensation for damages by the user for the following items. Facility use disclaimers are as stipulated below.

- 1) Users (including visitors and relevant persons such as personnel) must provide compensation for the value of damages in the event of defiling of, damage to or loss of the facility's equipment and/or fixture and fittings.
- 2) Users must also provide compensation for the value of any damages sustained by the facility arising through a violation of the facility's usage terms or items relating to facility usage decided through consultation with the facility.
- 3) Please be aware that the facility accepts no responsibility whatsoever for injury to persons or belongings or for the theft, damage or loss of items brought onto the premises for facility usage.
- 4) Please be aware that even if clients are unable to complete their objective during the specified period due to failure of the facility's materials/equipment etc., no compensation for loss will be made beyond a refund of the facility usage fee.

9. Restrictions on Articles Brought Onto the Premises

Users shall comply with the following items regarding articles brought onto the premises:

- (1) Equipment etc.

Equipment for sound and lighting etc. will be provided by the facility. In the event that users provide these items directly, please first consult with the facility's coordinator and obtain the facility's approval. Users must also transport, set up and remove any equipment they provide while adhering to the directions of the facility's coordinator.

- (2) Food and Beverages

Food and beverages will be provided by the facility's designated company. It is not permitted to bring food and beverages onto the premises from outside.

10. Notes Related to Constructions etc.

The user shall be responsible for conducting the following work:

- 1) Securing evacuation routes, installing heavy goods and power sources, changing the layout within the facility and all forms of construction will be carried out after prior consultation with the facility's coordinator and in accordance with their directions. Please be sure to submit a copy of any licenses and/or certificates before carrying out work requiring licenses and/or certificates, such as electrical construction and work in high places.
- 2) Primary electrical construction involving main wiring and network

construction shall be performed by the facility's designated company. After prior consultation, the user must assume the related responsibility and costs.

- 3) When transporting goods on and off the premises, if there is a risk that the facility, furniture, fixtures and/or ancillary facilities used may be defiled or damaged, users must ensure that they assume the responsibility and costs of guarding the flooring and walls in accordance with the directions of the facility.

11. Notifying the Relevant Authorities

In the event that application and notification to the authorities is required, please make the application and notification after consultation with the facility's coordinator.

*These terms of service are subject to change at any time.

Revised in March 2019