# Hotel Grand Hill Ichigaya Self-service Locker Term of Use

## **Article 1** (General Provisions)

- These Terms of Use are intended for Guests who use or have used the accommodation, wedding, conference, banquet or restaurant facilities of Hotel Grand Hill Ichigaya (hereinafter referred to as "the Hotel"). These Terms of Use are for Guests who temporarily store their own baggage or personal belongings (hereinafter, "baggage, etc.") in the self-service lockers (hereinafter, "Self Lockers").
  - Guests shall use the Self Lockers upon agreeing to these Terms of Use.
  - Hereinafter, "the Guest using Self Lockers" will be referred to as "the User/Users."
- The Self Lockers are provided free of charge for the temporary storage of Guests' baggage, etc. The Hotel does not keep the baggage, etc. of Guests, and the responsibility of the Hotel is limited to those stipulated in this Terms of Use.
- 3 There are two types of Self Lockers in the Hotel, the locker type and the wire type, and these Terms of Use apply to the use of either type.
- 4 Then using the locker type, use a 100 yen coin and return it to the User after use.

## <u>Article 2</u> (Self Locker Usage Objectives and Hours of Use)

Users may only use the Self Lockers between 6:00 a.m. and 10:00 p.m. on the day of their use of the Hotel.

## <u>Article 3</u> (Restrictions on items to be stored in Self Lockers)

- 1 No item in any of the following categories shall be stored in the Self Lockers:
- (1) Cash and securities
- (2) Valuables (including credit cards, cash cards and other items equivalent to cash; passports and other ID documents; jewelry, precious metals, calligraphic works and paintings, antiques, cameras, PCs and other expensive items; items that contain a lot of personal information; and any other items, documents and materials that Users consider valuable)
- (3) Animals, plants or any other forms of life, dead bodies/carcasses or remains
- (4) Items that need to be refrigerated or frozen
- (5) Volatile or toxic substances, explosives or other hazardous materials
- (6) Firearms (Guns, pistols), swords or other weapons, drugs, stimulants or other items that may be connected to crimes, or the possession or storage of which is prohibited by law.
- (7) Stolen properties or other properties obtained through a crime
- (8) Items that emit a foul or offensive odor, are filthy, or are prone to decay, deterioration or damage and items that may stain, damage or render the Self Lockers unusable for hygienic reasons
- (9) Large heavy items (50 kg or more) or other items deemed unsuitable for storage in Self Locker by the Hotel.
- If the baggage stored in the Self Locker by the User (hereinafter, "Stored Items") falls under the items that cannot be stored as specified in the preceding paragraph, or if the Hotel judges that it is suspected of falling under such items, the Hotel will unlock the Self Locker even during usage hours, open the Stored Items, store

them separately, dispose of them, or take other measures such as reporting to the police or handing them over to the User. The User agrees in advance to these measures and shall not object to the Hotel's measures.

If the Hotel incurs expenses for disposal, etc., the Hotel may charge such expenses to the User. In such cases, the Hotel shall not be liable for any damage incurred by the User as a result of the measures chosen by the Hotel.

## Article 4 (Measures after the period of use)

- If the usage time stipulated in Article 2 is exceeded, the Hotel will unlock the Self Locker, remove the Stored Items from the Self Locker, and store them as Left Items for 7 days in a designated area of the Hotel. In this case, the User pays the Hotel a storage fee of 1,000 yen plus consumption tax per item. However, if the Left Items are food, drinks, or items that the Hotel deems difficult to store for hygienic reasons, they will be disposed of immediately, even if the storage period has not expired.
- When the Hotel finds Left Items in Self Locker that has been used for a period of time and the User is identified, the Hotel will contact the User as necessary. If the User does not answer the phone when contacted by the Hotel, or if the User does not pick up the Left Items overs after the storage period, we will deem that the User has given up the right of ownership of the Left Items and the Hotel may dispose of them at its own discretion.
- In the event that a profit is made from the disposal of the left over articles as stipulated in the proviso of paragraph 1 and the preceding paragraph, the profit shall be appropriated to the expenses for storage, etc. Even if the said profit exceeds the expenses, the Hotel shall not be obliged to refund the amount. In the event that this Hotel incurs expenses even after the appropriation, the User shall be obliged to compensate for the said expenses. In addition, the User shall not make any objection to the disposal of the Left Items by the Hotel.
- When the Hotel hands over Left Items to the User or his/her representative who wishes to collect them, the User will be required to submit documents specified by the Hotel, show identification, and provide contact information, etc. At that time, we may ask you to make copies of your identification, etc. If, through these procedures, the Hotel is able to determine that the Left Items is in the property of the User, the User may retrieve the Left Items. The Hotel shall not be obliged to confirm that the agent is duly authorized by the User.

#### Article 5 (User liability for compensation)

- 1 If the User causes any damage to the Hotel or a third party during or in connection with the use of Self Lockers, the User shall compensate for such damage.
- If the User loses or damages the key to their Self Locker, the User must notify the Hotel front desk and pay the Hotel a key replacement fee of 10,000 yen plus consumption tax.

## <u>Article 6</u> (Disclaimer and Liability)

- As stipulated in Article 1, Paragraph 2, the use of the Self Lockers is for temporary self-storage at the User's own risk and responsibility. The Hotel does not store and maintain any items in the Self Lockers.
- In the cases listed below, the Hotel shall not be liable for any loss, damage, breakage, etc., or deterioration, etc. (hereinafter collectively referred to as "Loss, etc.") of Stored Items, regardless of the existence of

negligence on the part of the User.

- (1) If the Stored Items is not eligible for storage as specified in Article 3, Paragraph 1 (1) to (9) of the Terms of Use
- (2) If the User suffers damage due to the User's own negligence, such as locking the door incorrectly or forgetting to lock the door
- (3) When Stored Items are lost, etc. due to a natural disaster or other force majeure
- (4) When Stored Items are subject to investigation, inspection, confiscation or submission in response to a request from a relevant authority
- (5) When the Self Locker is destroyed by a third party and Stored Items are stolen or lost, etc.
- (6) When the Self Locker is used in a manner contrary to the Terms of Use herein.
- (7) Other cases caused by reasons not attributable to the Hotel
- Even in the event that the Hotel is responsible for theft or loss, etc. of Stored Items, the amount of compensation to be paid by the Hotel to the User shall be limited to an amount equivalent to the market value of the Stored Items that have been stolen or lost, etc. (only if the Hotel Guest concerned can reasonably prove it) or 30,000 yen, whichever is smaller.

## **Article 7** (Prohibited matters)

As stipulated in Article 1, the use of Self Lockers by Guests not using the Hotel (hereinafter, "Unauthorized Users") is strictly prohibited. If the Hotel discovers any Unauthorized use, regardless of the purpose or reason for the use, the Unauthorized User shall pay to the Hotel a "storage fee" equal to 1,000 yen per day multiplied by the number of days required from the start of storage to the collection of the items, etc., plus consumption tax.

## Article 8 (Agreed Jurisdiction)

The Tokyo District Court shall be the exclusive agreed jurisdiction in the first instance over any disputes or conflicts arising in connection with the Terms of Use herein.

#### Article 9 (Changes to the Terms)

- 1 These Terms of Use may be changed at the discretion of the Hotel.
- If the Hotel changes these Terms of Use, the Hotel will post a notice on the Hotel website and at the Self Lockers indicating that the terms are to be changed, as well as the content of the changed terms and their effective date, at least two days prior to the effective date.
- When Users use the Self Lockers in accordance with the Terms of Use on and after the effective date of the changed terms, the Users shall be deemed to have agreed to the changes to the terms.