

# Terms of Use: Self-Service Locker for Hotel Guests

Date of enactment: March 30, 2023

These terms of use stipulate the terms and conditions for use of the self-service lockers exclusively for use by overnight guests (hereinafter, “self-service locker” / “self-service lockers”) in Keio Presso Inn (hereinafter, the “hotel”) to temporarily store their luggage and other belongings (hereinafter, “luggage, etc.”) before check-in and after check-out. Customers using self-lockers (hereinafter referred to as “users”) shall agree to these Terms of Use before using self-lockers.

In addition, the self-locker is a place for temporarily storing the user's baggage, etc., and the hotel does not keep the user's baggage, etc., and the responsibility of the hotel is Limited to what is stipulated in the terms.

## Article 1 (Purposes of Use and Service Hours)

A user may use the self-service locker service only before check-in and after check-out until 12:00 a.m. on the day of check-out.

## Article 2 (Restrictions on Items to be Stored in a Self-Service Locker)

1. The following items cannot be stored in 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; expensive items worth 30,000 yen or more; 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, swords, or other weapons, narcotics, methamphetamines or other items that may be related to a crime or items of which possession or custody 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-service locker unusable for hygienic reasons.
  - (9) Large heavy items (15 kg or more) or other items deemed unsuitable for storage in a self-service locker by the hotel.
2. In the event that the hotel judges that luggage, etc. stored by a user in the self-service locker (hereinafter, “stored item” / “stored items”) falls under, or is suspected to fall under, the user shall agree in advance that the hotel may take such action as unlocking the self-service locker, unpacking the stored items, and storing it separately, disposing of it, reporting it or handing it over to the police, even if it is still during the service hours, without expressing any objection to such action taken by the hotel. In the event that the hotel incurs costs as a result of such actions as disposal, the hotel may charge the user for the costs incurred. The hotel shall not be liable for any damage to users as a result of the measures chosen by the hotel.

### **Article 3 (Measures to Be Taken after the Service Hours)**

1. In the event that stored items are not picked up even after the service hours stipulated in Article 1, the hotel will unlock the concerned self-service locker, remove the stored items from the locker and store them as left items in a designated area in the hotel for a period of up to one week. In this case, the user shall pay the hotel a storage fee of 500 yen per day multiplied by the number of days from the day following check-out to the day when the left items are picked up. However, if the left items are food, beverages or other goods that the hotel considers cannot be stored for hygienic reasons, the hotel will dispose of it immediately even if it is before the end of the storage period.
2. In the event that the hotel finds stored items left after expiry of the service hours and the user has been identified, the hotel will contact the user as needed. However, if the user does not respond to attempts to make contact by the hotel, or if the user cannot be identified, and the left items have not been picked up by the user, even after the storage period stipulated in the preceding paragraph, it shall be deemed that the user has given up ownership rights of the left items and the hotel may dispose of them at its discretion.
3. In the event that a profit is made from the disposal of left items as stipulated in the proviso of Paragraph 1 and the preceding paragraph, such profit shall be used to cover the costs of storage and other related expenses. Even if such profit exceeds the costs required, the hotel shall not be obligated to pay a refund. In the event that the hotel incurs expenses despite using a profit to cover the expenses, the user shall bear responsibility to pay compensation for such expenses. The user shall not make any objection to the hotel for disposing of items left in the locker.
4. In the event that the hotel hands over items left in a locker to a user or representative who wishes to collect them, the user shall submit documents prescribed by the hotel, present identification and provide contact information. In such a case, the hotel may make a copy of the identification and other documents. Only when the hotel judges through this procedure that the left items belong to the user, will the concerned user/representative be allowed to collect the left items. The hotel is not obliged to verify that the representative has been duly authorized by the user.

### **Article 4 (User's Liability for Compensation)**

Users shall compensate the hotel or a third party for any damage resulting from or in connection with the use of a self-service locker.

### **Article 5 (Disclaimer and Liability)**

1. Self-service lockers shall be used as temporary self-storage at users' own risk and responsibility, and the hotel shall not be liable for the custody of items stored in the self-service lockers.
2. In the following cases the hotel therefore shall not be liable for any loss, breakage, damage or deterioration (hereinafter, collectively called "loss, etc.") of items stored in the self-service lockers during storage, even if it is through no fault of the user.
  - (1) When the stored items fall under items not recommended for storage or not allowed to be stored as stipulated in Article 2, Paragraph 1, (1) through (9) herein.



- (2) When a user incurs damage due to improper locking or failure to lock the locker, or loss, theft or duplication, etc. of the card key
  - (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 a self-service locker is destroyed by a third party and stored items are stolen or lost, etc.
  - (6) When a self-service locker is used in a manner contrary to the terms of use herein.
  - (7) Other cases caused by reasons not attributable to the hotel
3. 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 6 (Prohibited matter)**

Use by customers who do not stay overnight (hereinafter, "violating users") is strictly prohibited. In addition, if our hotel discovers the use, regardless of the purpose or reason of use, the violating user will pay the hotel a fee during storage from the storage start date, etc. The storage fee shall be the amount obtained by multiplying the number of days required by 1,000 yen per day.

#### **Article 7 (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 8 (Changes to the Terms)**

1. The hotel reserves the right to make changes to the terms of use herein at its discretion.
2. In the event that the hotel changes the terms of use, the hotel shall post a notice on the self-service lockers to inform users of the change to the terms and to describe the new terms no later than one day prior to the effective date of these changes.
3. When users use the self-service lockers in accordance with the terms on and after the effective date of the changed terms, the users shall be deemed to have agreed to the changes to the terms.