
Terms of Use

~Guidelines and Regulations for Use of ICC Kyoto~

Section 1. Guidelines toward Execution of Venue Usage Agreement

1.1 Dates and Hours of Operation of the Conference Center

The basic dates and hours of operation for the facilities of the “Kyoto International Conference Center” (the “**Conference Center**”), owned and operated by Kyoto International Conference Center (“**ICC Kyoto**”), a public interest incorporated foundation, are as follows. The facilities may be used on dates or during hours other than those specified below, if prior permission is granted by ICC Kyoto. ICC Kyoto may be closed on certain days for facility inspection or maintenance.

- Dates of Operation: January 5 ~ December 27 ■ Hours of Operation: 9:00 ~ 18:00

1.2 Dates on which ICC Kyoto will Begin Accepting Applications

ICC Kyoto will begin accepting applications for use of its facilities starting from the dates indicated below:

Category	Acceptance Begins	Type of Event
A	No Limit	Conventions and conferences where representatives of two or more nations participate (an “ International Convention ”), that fall under the following categories: 1. Organized by the Japanese government, an international organization or a quasi-international organization; or 2. Organized by associations or companies requiring the full use of the Conference Center.
B	3 Years in Advance	1. International Conventions that do not fall under any of the categories described in “A” above. 2. Non-International Conventions requiring the full use of the Conference Center.
C	2 Years in Advance	Conferences that do not fall under any of the categories described in “A” or “B” above, and that require the use of any one of the Main Hall, New Hall, Annex Hall or Event Hall.
D	1 Year in Advance	Conferences that do not fall under any of the categories described in “A”, “B” or “C” above.
E	8 Months in Advance	Banqueting events.

1.3 Submission of Application Form, Payment of Deposit and Execution of Venue Usage Agreement

- (1) Any person or entity that desires to use the Conference Center facilities (the “**Applicant**”) shall fill out and sign an application form (an “**Application Form**”) and submit it to the Sales Promotion Department of ICC Kyoto (Reception Hours: Monday - Friday 9:00 - 17:30, Tel: +81-75-705-1229) at the address designated below. The Application Form must be prepared under the name of the event organizer.

If submitted by email: ask@icckyo.or.jp

If submitted by postal mail: Takaragaike, Sakyo-ku, Kyoto, 606-0001 Japan

- (2) After receiving the Application Form, ICC Kyoto may make any necessary inquiries to the Applicant for clarification purposes and may require the Applicant to submit data such as the organizer’s information, the event details, and/or a summary of the funding therefor.

- (3) The Applicant and ICC Kyoto shall then execute a definitive agreement which contain terms and conditions for the Applicant's use of the Conference Center facilities (the "**Venue Usage Agreement**").

1.4 Rejection of Application by ICC Kyoto

ICC Kyoto reserves the right to reject an application in the case of one or more of the following:

- i. The Applicant (in the case of an entity, any of its representatives, officers or persons who substantially controls its business) is an anti-social force, such as an organized crime group, a member of an organized crime group, an entity relating to an organized crime group, an extortionist threatening to disrupt shareholder meetings (*sokaiya*), or a political racketeering organization or organized crime syndicate (collectively, "**Anti-Social Forces**");
- ii. The Applicant constitutes or belongs to an Anti-Social Forces or is an affiliated organization or individual thereof;
- iii. The Applicant is deemed to make unreasonable demands in a violent, threatening, or intimidating manner or to behave in a similar manner;
- iv. ICC Kyoto has reasonable grounds to believe that the event to be organized by the Applicant may pose a risk of bringing ICC Kyoto into disrepute as an international conference center;
- v. ICC Kyoto has reasonable grounds to believe that the event to be organized by the Applicant may pose a risk of damaging the property or facilities of ICC Kyoto; or
- vi. The event to be organized by the Applicant may be construed as violating the purpose of ICC Kyoto.

1.5 Rescission Right

Even after a Venue Usage Agreement is executed under which the right to use ICC Kyoto's facilities has been granted to the user (the "**User**"), in light of the nature of the Conference Center and the purpose of its foundation, in the case where any of the following situations arise, ICC Kyoto may ask the User to consider changing the date and time of use or the types and numbers of facilities to be used, and if ICC Kyoto and the User fail to reach an agreement on such change, ICC Kyoto may partially or wholly rescind the usage right granted, without being responsible for any loss or damage that may result therefrom:

- i. If a meeting is planned to be hosted by the Japanese government or any foreign government, where representatives of two (2) or more nations participate; or
- ii. If a meeting is planned to be hosted by an international organization or a quasi-international organization where representatives of two (2) or more nations participate.

1.6 Termination of Venue Usage Agreement by ICC Kyoto

In the case where one or more of the following apply, ICC Kyoto reserves the right to terminate the Venue Usage Agreement.

- i. Any of the items referred to in Article 1.4 above is found to be true;
- ii. The User fails to pay the Usage Fee (as defined below) on or before the payment due date and such failure is not cured within a reasonable period specified in ICC Kyoto's notice letter demanding payment;
- iii. Material information in the Application Form has been found to be false or ICC Kyoto judges that the purpose or the type of event differs from the information provided by User;
- iv. ICC Kyoto judges that it cannot guarantee a safe environment due to natural disasters or other unforeseeable circumstances;
- v. ICC Kyoto deems it inappropriate to grant permission for the use of its facilities for facility management and operational purposes;
- vi. The User becomes subject to or files a petition for the commencement of bankruptcy proceedings, civil rehabilitation proceedings, corporate reorganization proceedings, special liquidation proceedings, or any other insolvency proceedings similar thereto;
- vii. The User becomes subject to a disposition for suspension of transactions with a clearinghouse;

- viii. The User becomes subject to compulsory execution, a petition for auction, a provisional order, a disposition of delinquency, or the like; or
- ix. There is a material change in the User's assets, credit or business by which ICC Kyoto acknowledges that it is difficult to continue the Venue Usage Agreement

Section 2. Key Terms on Usage Fee

2.1 Payment of Usage Fee

The amount, payment due date and method of payment of the usage fees for the facility (the "Usage Fee") shall be specified in the Venue Usage Agreement. The Usage Fee shall be paid together with the applicable consumption tax thereon. The payment due date shall basically be designated in accordance with the following table.

Timing of Execution of Venue Usage Agreement	Payment Due Date	Amount Due (% of Usage Fee)
More than 2 years in advance of the first day of use	Upon execution	10%
	2 years before the event	10%
	1 year before the event	30%
	3 months before the event	50%
More than 1 year in advance and up to 2 years in advance of the first day of use	Upon execution	20%
	1 year before the event	30%
	3 months before the event	50%
More than 3 months in advance and up to 1 year in advance of the first day of use.	Upon execution	50%
	3 months before the event	50%
Up to 3 months in advance of the first day of use.	Upon execution	100%

2.2 Cancellation Fee

Cancellation after the execution of a Venue Usage Agreement shall incur a cancellation fee as described in the following table. The Usage Fee already paid in advance shall be applied to the cancellation fee.

■Cancellation Fee

Timing of Cancellation	Amount (% of Usage Fee)
Cancellation is made not less than 2 years prior to the first day of use	10%
Cancellation is made not less than 1 year and less than 2 years prior to the first day of use	20%
Cancellation is made not less than 3 months and less than 1 year prior to the first day of use	50%
Cancellation is made less than 3 months prior to the first day of use	100%

2.3 Refund of Usage Fee

In the event that ICC Kyoto's facilities become unavailable due to a congress or conference held by the Japanese government, foreign government or an international organization or if ICC Kyoto judges that safety cannot be guaranteed due to natural disasters or other unforeseeable circumstances, all or part of the Usage Fee that has been paid shall be refunded depending on the actual circumstances. The Usage Fee already paid shall not be refunded for any other reason.

Section 3. Equipment, Furniture, Display Materials, Personnel and Services

3.1 Order and Final Estimate

- (1) After the execution of the Venue Usage Agreement, but no later than one (1) month before the first day of use, the User is requested to have a detailed discussion with an ICC Kyoto representative about the use of equipment, furniture, display materials, personnel and services. The items and prices thereof are further described in the attached table. Thereafter, the User shall place an order with ICC Kyoto for the use thereof by no later than two (2) weeks before the first day of use.
- (2) The User may also request for addition of facility to be used and/or extension of hours of use. Subject to ICC Kyoto's confirmation of availability thereof, the User shall place an order with ICC Kyoto for such additional request by no later than two (2) weeks before the first day of use.
- (3) Upon receipt of the orders described in the preceding paragraphs, ICC Kyoto shall issue a "final estimate".

3.2 Charges

Charges for equipment, furniture, display materials, personnel and services should be paid no later than two weeks before the use.

3.3 Changes and Cancellations

Changes and cancellations of equipment, furniture, display materials, personnel and services after the issuance of a final estimate by ICC Kyoto shall incur cancellation fees as described in the following table.

Operators and other personnel costs:	100% of the charges if cancellation is made within 2 weeks before the work start date.
Equipment, furniture, display material, etc.:	100% of the charges if cancellation is made within 1 week before the usage start date.

*An earlier cancellation fee (100% of the charges) may occur for specialized arrangements.

*All costs and fees actually incurred will be payable regardless of when the cancellation is made.

3.4 Use of Equipment

- (1) ICC Kyoto will provide equipment, furniture and display materials via designated suppliers who have received appropriate instructions from ICC Kyoto. Therefore, equipment, furniture and display materials cannot be brought in from outside without prior permission from ICC Kyoto, which shall be granted at ICC Kyoto's sole discretion in special cases when a strong need is recognized.
- (2) Furthermore, even if the prior permission described in the preceding paragraph is granted, furniture and display materials from outside must be carried into the facility in the presence of ICC Kyoto's staff, in which case an attendance fee will be incurred. ICC Kyoto may also charge a service fee based on the details and scale of handling these special arrangements.

Section 4. Catering Service

Catering services within ICC Kyoto grounds will be provided by one or more vendors that are appointed by the User from among ICC Kyoto's designated vendors as described in the following table, and as a rule, no outside foodstuffs or beverages are allowed inside ICC Kyoto facilities.

	Main Building	Annex Hall	Event Hall	New Hall
ICC Kyoto Catering Service (In-House vendor)	○	○	○	○
Outside vendor	—	—	○	○

Section 5. User's Responsibilities and Liabilities

5.1 General

The User must treat ICC Kyoto, its property, facilities and equipment, in good faith with the due care of a prudent manager.

5.2 Safety

The User shall ensure that adequate measures are taken to achieve a smooth and orderly event and shall provide proper guidance to participants in order to prevent accidents, as well as providing proper supervision of exhibits and displays to prevent theft. In addition, the User shall inspect and confirm the whereabouts of emergency exits, fire extinguishers, and other safety precautions and shall study ICC Kyoto's emergency evacuation procedures before the commencement of the event.

5.3 Identification Cards

The User shall ensure that conference attendees should wear identification cards or badges, and the User shall be responsible for providing such identification cards or badges at its own cost.

5.4 Security

The User must consult with an ICC Kyoto representative in advance with regard to any additional security measures in the following circumstances:

- i. if the event is scheduled to be held early in the morning or late in the evening;
- ii. if the event is expected to attract a large number of visitors;
- iii. if the event could disrupt or interfere with other conferences; or
- iv. if ICC Kyoto considers that there is any need for extra security for any other reason.

Any extra security costs incurred as a result of such consultation must be borne by the User.

5.5 Return

The User shall return ICC Kyoto's facilities to their original condition promptly after use.

5.6 Commercial Activity

Any commercial activity carried out on ICC Kyoto's premises, such as advertising or the sale of goods, must be approved by ICC Kyoto in advance.

5.7 Form Submission

The User shall be responsible for submitting any documents required by relevant laws and regulations (application for permission, reports, etc.) to the relevant authority, including, without limitation, the respective fire department and public health department.

5.8 Access by ICC Kyoto's Personnel

The User must accept ICC Kyoto's personnel's entrance to any room in use for facility management and operation purposes whenever necessary.

5.9 Smoking on the Premises

The User must ensure that no smoking is permitted anywhere other than in the designated outside smoking areas.

5.10 No Transfer and Sub-Lease of the Right to Use

The User may not transfer or sub-lease all or part of the right to the use of ICC Kyoto's facilities to any third party.

5.11 Liability for Damage

If the User falls under any of the following events, the User shall immediately notify ICC Kyoto of such event and compensate ICC Kyoto for the damage suffered thereby:

- i. The User or any of its related persons, such as organizers, hosting parties and guests (“**User Related Persons**”), causes damage to the facility or any equipment or furniture, etc. therein, through the willful intention or negligence thereof; or
- ii. The User or any User Related Person causes damage to ICC Kyoto or any other users of the Conference Center through the willful intention or negligence thereof.

Section 6. ICC Kyoto’s Responsibilities and Liabilities

- (1) ICC Kyoto shall not be held responsible for any loss or damage incurred by the User due to its use of ICC Kyoto facilities, save for those caused by ICC Kyoto’s willful misconduct or gross negligence.
- (2) With regard to ICC Kyoto’s liability for damage under the Venue Usage Agreement, ICC Kyoto shall be liable to the User only for direct and ordinary damages actually incurred by the User, and ICC Kyoto shall not be liable for any lost profit, including any opportunity loss.

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