

# The Nidom Classic Course

## Terms and Conditions

### Article 1 (Scope of application)

These Terms and Conditions (hereinafter referred to as Terms) are regulations of our operation and 「rights and obligations」 between the Nidom Corporation (hereinafter referred to as the Nidom/ we/our/us) which owns 「The Nidom Classic Course」 (hereinafter referred to as the golf course, a 45hole golf course located in 430 Azauenae Tomakomai-shi Hokkaido, Japan) and the membership holders (hereinafter referred to as members), and players (regardless of membership status, hereinafter referred to as players) at the golf course. By using our facilities, players are deemed to acknowledge the terms and will not be able to claim they were not informed of them. The Terms are provided within our facilities including the reception and can be found on our website.

### Article 2-1 (Principle of self-responsibility)

Players (regardless of membership status) are responsible for all their decisions and actions on the golf course. We recommend that players have appropriate golfing insurances.

### Article 2-2 (Assumption of risks)

The Nidom is not responsible for any damage or injury to players and/or spectators unless there is a special provision in the Terms.

### Article 2-3 (Principle of good faith)

Subjects that are not regulated in the terms must comply with the rules of the JGA and the principles of good faith and fair sportsmanship.

#### Article 2-4 (Etiquette and manners)

Please maintain proper etiquette and good manners at all times.

#### Article 2-5 (Prevention of Customer Harassment)

Please do not engage in customer harassment (claims, speech, or behavior that are socially inappropriate for the content of the request, and which employ means or modes that harm the employees' working environment), but always be respectful of others and comply with all laws. Customer harassment includes, but is not limited to, physical attacks (assault, injury) psychological attacks (threats, slander, defamation, insult, abusive language), demands for prostration, continuous or persistent speech or behavior, restrictive speech or behavior (unlawful trespass, refusal to leave, confinement), sexual speech or behavior, and service requests that exceed the limits of social acceptability, in cases where there is no observable fault or shortcoming in the products or services Nidom provides.

#### Article 3-1 (Establishment of the golf course usage agreement)

The golf course usage agreement between the Nidom and players (actual players) will be established when players sign the signature book (including fake names or signing on behalf of other person) at reception.

#### Article 3-2 (Booking and cancellation)

1 Bookings can be made by visiting the golf course, phone call, fax, through our website etc. The policy for applications is prescribed separately.

2 A deposit may be required to finalize bookings.

3 The cancellation policy becomes effective when bookings are finalized. Therefore, any cancellation for bookings which are already finalized will be charged as stated in our cancellation policy, prescribed separately.

#### Article 4 (Payment)

Payment for the use of facilities, including the green fee, caddie fee, food and beverages etc. must be made at reception after play. Any claim for a reduction in fees including cases where players decide to discontinue playing will not be accepted after a tee-off, unless the claim was caused by our deliberate action or negligence. Please check beforehand if the credit card you intend to use is accepted at the golf course.

#### Article 5 (Refusal of the use of the facilities)

We may refuse the use or reservation of our facilities in the situations stated below. We are not obligated to disclose the reason for the refusal. The refusal will have to be complied with and any complaints will not be accepted.

1 The intended tee off time is fully booked.

2 There are events including golf tournaments on the time/day.

3 The golf course must be closed due to unforeseen circumstances including but not limited to a natural disaster or bad weather.

4 Non-members are not accompanied or introduced by members.

5 Bookings are made under fake names or the names of others.

6 Players have behaved or are suspected to have behaved against public morals or in breach of good manners.

7 Players are recognized as members of any anti-social groups or are related to any anti-social groups or rationally suspected to be members of such organizations. We will refuse members' access to the golf course if they are accompanying such people or if they have done so in the past.

8 Players have tattoos.

9 For other reasons.

10 Players are suspected of troubling other players due to lack of experience/skill.

11 Players ignore the terms.

#### Article 6 (Refusal of the continued use of the facilities)

We may refuse the continued use of our facilities in the situations stated below. We are not obligated to disclose the reason for the refusal. The refusal will have to be complied with and any complaints and claims for compensation will not be accepted.

1 The golf course must be closed due to unforeseen circumstances including but not limited to a natural disaster or a bad weather.

2 Bookings are made under fake names or the names of others.

3 Players have behaved or are suspected to have behaved against public morals or in breach of good manners.

4 Players accompanied or introduced a person who is a member of any anti social groups or is suspected of a member of any anti social groups.

5 Players have tattoos.

6 Players are suspected of troubling other players due to lack of experience/skill.

7 Players ignore rules, manners and warnings and keep slow-playing.

8 For other reasons.

9 Players ignore the terms.

#### Article 7 (Closing days and opening times)

Closing days and opening times are as regulated separately and may change.

#### Article 8 (Use of golf carts)

Players who use golf carts must comply with the regulations for golf carts which are prescribed separately and other rules stated below:

##### 8-1 Common rules for solo-play and play with caddies

1 Golf carts must be driven by only those who hold ordinary car licenses or those whose driving skills are equivalent to a license holder.

2 Golf carts are available only when requests are made by caddies or when players are playing without caddies.

3 Users of carts, including passengers, must practice safe use at all times.

4 Golf carts must only be driven on cart roads or rough where cart roads are not present. If it is driven in any other areas, please obey signs, especially stop signs, around the teeing ground and putting green.

5 Please hold the handrails in golf carts for your safety while golf carts are moving.

6 It is prohibited to get on and off the golf carts while they are moving.

7 Do not put your body parts, clothes or golf equipment outside of the golf carts while they are moving.

8 Please do not walk in front of golf carts. Collision avoidance system does not work for people. You must not stand or walk on golf cart roads. Please be careful if you have to do so for any reasons.

9 Drunk driving is prohibited. Drivers are responsible for any accident that occurred when drunk driving.

10 Passengers are responsible for the prevention of drunk driving.

11 Speeding is strictly prohibited.

12 Please notify us immediately if there are any problems with golf carts and/or equipment. Players will be liable to compensate the Nidom if a malfunction is caused by them.

13 Please notify us immediately if there are any accidents. Drivers of golf carts take full responsibility for accidents regardless of bodily injuries or property damage. The Nidom is not responsible for golf cart accidents unless the accident is caused by the Nidom's deliberate action or negligence.

## 8-2 Play with caddies

1 Please do not touch the operating devices of golf carts. Golf carts must be driven by caddies.

## 8-3 Solo-play

1 Please take care for the safety of both yourself and passengers when you are driving a golf cart.

2 Please be aware where your fellow players are when remote-controlling the golf cart.

3 Please do not touch any parts of the operating devices of golf carts except the buttons of a remote controller, forward and stop buttons.

4 Please do not park the golf cart on slopes, places where the surfaces are not flat and places where there are risks of being hit by other player's balls.

5 Please do not take remote-controllers outside of the golf course.

## Article 9 (Responsibility to prevent risks)

1 Golf can be a very dangerous sport so players must play using their own responsibility to prevent any risks. Caddies' advice must be disregarded if you judge following it may cause trouble. The Nidom is not responsible for any accidents on the golf course.

2 There are places where warning signs have not been installed around ponds. Please take care in these areas. Retrieving golf balls from ponds is very dangerous and is strictly prohibited.

3 There are slippery places on slopes and stairs. Please take care in these areas.

4 There are places where surfaces are not flat, in the areas around drainage ditches, the area between the cart road pavement and the golf course etc. Please take care in these areas.

5 Please be careful when entering and leaving bunkers.

6 Please play with extra caution and your own risk, especially in places where serious accidents are likely to occur such as practice areas.

7 Please be careful when driving golf carts. Since the area around the club house is a place where serious accidents are likely to occur, extreme caution from both drivers and pedestrians is requested.

#### Article 10 (Practice swings on teeing ground)

Practice swings are only permitted on a teeing ground and other designated areas. Players who are not teeing off should not enter the teeing ground without good reason.

#### Article 11 (Estimate driving distance)

Players must not hit balls into the vicinity of another group. Players are required to estimate driving distance properly to avoid this. Signals to hit balls from caddies or forecaddies must be disregarded if you judge the hit ball will enter the vicinity of another group.

#### Article 12 (Walking or standing on other players' line)

Do not walk or stand on another players' line. We are not responsible for any accidents caused by hit balls.

#### Article 13 (Hitting balls into nearby holes)

It is extremely dangerous to hit balls into nearby holes. Players are required to estimate driving distance and direction properly to avoid this. If you hit a ball into another hole by accident, do not disrupt the play of the group on that hole. Please also be aware where your fellow players are when hitting balls.

#### Article 14 (Signals of caddies or forecaddies)

Signals to hit balls from caddies or forecaddies must be disregarded if you judge the hit ball will enter the vicinity of another group.

#### Article 15 (Ensuring safety)

Players of a preceding group must be in a safe area when letting a following group play before them. We are not responsible for any accidents caused by hit balls.

#### Article 16 (Leaving upon holing out)

Please make sure of your safety and proceed to the next hole immediately upon holing out.

#### Article 17 (In case of natural disaster)

If there is a natural disaster or signs of one such as lightning and thunder, earthquake or heavy rain, stop playing immediately and evacuate to a safe place.

#### Article 18 (Regulations of smoking)



Smoking is only permitted in designated areas. Please make sure to put out cigarettes or matches completely before putting them in ashtrays.

#### Article 19 (Checking golf clubs after play)

Please check golf clubs when your game is finished and before signing designated documents. We will not take responsibility for claims of missing or damaged clubs after the documents are signed.

#### Article 20 (Cash and valuables)

1 Please do not bring excessive amounts of cash and/or valuables. We will not take responsibility for any of your belongings unless deposited at the reception using legitimate procedures.

2 we will issue claim-tags when your belongings are deposited at the reception though we will not inspect the contents. The Nidom is not responsible for any damage to the items. Deposited items will be returned in exchange for claim-tags. Please inform us immediately if claim-tags are lost. We will not take responsibility if deposited items are collected by another person before we are informed of the claim-tag's loss.

3 Cash and valuables are recommended to be deposited at reception. Lockers for the storage of your belongings are also available in the public bathroom. Please use them for your cash and valuables which are not deposited at the reception while you are taking a bath. Please note that The Nidom is not responsible for damage to or loss of belongings unless deposited at the reception using legitimate procedures.

#### Article 21 (Locker-keys)

1 Please carry your locker-key at all times. We do not keep locker-keys as deposited items. Please inform us immediately if your locker-key is missing. In this case, the cost of replacement will be charged.

2 We are not responsible for any damage to or loss of items kept in lockers. However, when damage or loss of items was caused by the Nidom's

deliberate action or negligence, compensation will be made only within the scope of our insurance.

3 We have the right to open lockers for inspection in case of emergency. Cash and/or valuables must not be left in lockers.

#### Article 22 (Property and vehicles)

We are not responsible for any of your property. We also will not take any responsibility for stolen items and/or damage to vehicles caused by accidents occurring on our premises unless the accident is caused by the Hotel's deliberate action or negligence.

#### Article 23 (Handling of delivery services)

1 We will arrange delivery services for golf clubs, bags, or shoes cases etc. on your request. However, we are not responsible for any loss or damage to those items while being delivered unless the loss or damage was caused by the Nidom's deliberate action or negligence.

2 Payment for delivery services is the responsibility of the player under all circumstances including when the golf course must be closed due to unforeseen circumstances as described in Article 5-3.

#### Article 24 (Articles prohibited in our facilities)

It is strictly prohibited to bring in any of those listed below:

1 Food and beverages.

2 Animals.

3 Weapons.

4 Any items that are leaking or emit odors of any kind.

5 Gun powder, volatile oil and any objects that may ignite or catch fire easily or items which have risks of explosion.

6 Extremely valuable articles and excessive amounts of cash.

7 Any items that emit loud noise.

8 Any items that may cause troubles and/or annoyance to others.

#### Article 25 (Sudden illness)

Players are responsible for their own health. In case of sudden illness we will attempt to provide assistance though we will not take any responsibility for the result.

#### Article 26 (Accompanying spectators)

It is generally not permitted to bring spectators. If you need to do so for any reason, please seek permission from the caddie master.

#### Article 27 (Prohibited actions)

The actions listed below are strictly prohibited in the facilities.

1 Gambling and any actions against public morals.

2 Sales or advertising.

3 Actions which cause troubles and/or annoyance to others.

4 Players ignore dress codes stated in Article 36-14 in the Term.

5 Non-players including spectators entering the golf course (excluding cases that are permitted beforehand). Please also note that we will not accept any liability for damage to non-player's possession or injury to non-players.

6 Taking photos, videos and/or recording without permission.

7 Taking the Nidom's possessions outside the golf course.

8 Behavior in the bathroom area listed below

a: Players who have tattoos entering the bathroom.

b: Actions that cause unsanitary conditions such as shaving or allowing face towels to enter the water in a bath.

Note: It is acceptable to take your face towel into the bath area but not to put the towel in the water.

Article 28 (Handling lost article)

We keep lost articles for 2 months after they are found. Proof of ownership will be requested for them to be returned and the cost of returning them will be charged to the owners. Lost articles may be disposed of after a period of 2 months.

Article 29 (Responsibility for acting against the terms)

We will not take any responsibility for any damage or bodily injury to other people or yourself caused by acting against the terms unless the damage or bodily was caused by the Nidom's deliberate action or negligence.

Article 30 In the case of damage to facilities: Players who cause injury to our workers or damage to our facilities or equipment, such as damage to or loss of locker keys, key rings, golf carts, rental golf clubs and rental shoes etc., must compensate for the damage regardless of reason. Our insurance will not cover those cases.

Article 31 (Dept guarantee of non-members)

Members take full responsibility for debts and/or damage caused by non-members who are accompanying the member or were introduced by the member.

#### Article 32 (Informing non-members of the terms)

Members are requested to inform accompanying non-members of the terms.

#### Article 33 (Handling of personal information)

We are committed to comply with the laws and our own policies to protect your personal information such as names, postal addresses, phone numbers etc. written in the signature book. Personal information may be used to send letters and documents.

Based on the declaration of exclusion of anti-social groups by the Hokkaido Police Headquarters and the Hokkaido Golf Club Crime Prevention Association, it may also be used to identify players to police.

#### Article 34 (Disclaimer)

1 The Nidom compensates for damage or injury if it is caused by the Nidom's deliberate action or negligence.

2 Compensation may be made by the Nidom if the damage is caused by the Nidom's negligence. The compensation is limited to the payment we receive from our insurance coverage or the payment the player has made for use of facilities.

3 We are not obligated to compensate under any circumstances except those described in Article 34-1 and 34-2.

#### Article 35 (Serving of notices and charges for the recovery of debts)

1 A notice board is used to inform members of any changes and to supply information from us. We may also send letters to registered addresses when supplying important information such as changes to the rights and duties of members. It is the members' responsibility to ensure the registered address is correct and updated.

2 A 14% annual interest rate will be charged to unpaid debts by any reasons stated in the terms. Members also may be charged the cost of recovering the debts including for legal documents, lawyer's fees or etc.

#### Article 36 (Amendments to the Terms)

Amendments may be made to the Terms. We inform of amendments on our website at least 1 week prior to the day they take effect.

#### Article 37 (Other rules)

Guests must follow the instruction listed below.

1 Arrive at the golf course at least 30minutes prior to tee off.

2 Please do not bring excessive amounts of cash and valuables.

3 The Nidom's small sized golf bags may be used for your golf clubs to be loaded in golf carts.

4 Please make an effort not to take more than 2hours to finish a half-round.

5 Players are permitted to smoke only in designated areas. It is prohibited to smoke while playing.

6 Players must comply with our Local Rules as well as the Terms.

7 In principle, players must be over 12 year old. A player under 20 years old must be accompanied by an adult and the accompanying adult takes responsibility for the minor's actions. These Terms apply to the accompanying adult.

8 Please cooperate in restoring damage to the golf course such as divots, ball marks on greens or tracks through bunkers.

9 Please understand we may give priority to club events or club competitions due to our club system as a membership golf club.

10 Players are permitted to smoke only in designated areas.

11 You are responsible for your own health so please discontinue playing when you are unwell.

12 Please understand that there may be players from overseas.

13 Players from overseas must respect and comply with the habits, customs, manners of Japan and the golf course.

14 Players are required to follow dress codes listed below and wear appropriate clothing for play.

a. A sport shirt with a collar must be worn for play.

b. Knee-high socks must be worn when wearing knee-length pants.

c. Jeans, short-skirts, short-pants, training suits and T-shirts are not accepted on the golf course.

d. Sandals, clogs and sneakers are not permitted at the golf course.

e. Please check equipment before playing for your safety. Please use equipment that conforms to common standards.

f. Golf shoes with soft spikes are required to be worn on the golf course at all times.

These Terms are provided in both Japanese and English. In case of a discrepancy between the Japanese and the English, the Japanese version will take precedence.

## Cancellation Policy

A cancellation fee will be charged as stated below.

The cancellation fee varies depending on time of notice.

Customers who booked through this website are deemed to have agreed with our cancellation policy. Therefore a claim that the customer was not informed about our cancellation policy will not be accepted.

### 1 The Nidom Classic course (golf course)

	From 8 <sup>th</sup> of June to 21 <sup>st</sup> of July And From 31 <sup>st</sup> of August to 23 <sup>rd</sup> of September	Any other days
Notice of cancellation made 59-30days prior to tee off	50% of the total fee	
Notice of cancellation made 29-15 days prior to tee off	70% of the total fee	50% of the total fee
Notice of cancellation made 14-2 days prior to tee off	80% of the total fee	80% of the total fee
Notice of cancellation made a day before or on the day of tee off	100% of the total fee	100% of the total fee

\* You may be required to make full payment for the use of the golf course or the fee for entering competition in advance, depending on the booking conditions.



## 2 The Hotel Nidom

	July and August And Saturdays, Sundays and public holidays of June and September	Any other time	Booking of groups (10 people or more)
Notice of cancellation made 59-30 days prior to the intended check-in day	50% of the total fee		50% of the total fee
Notice of cancellation made 29-15 days prior to the intended check-in day	70% of the total fee	50% of the total fee	70% of the total fee
Notice of cancellation made 14-2 days prior to the intended check-in day	80% of the total fee	80% of the total fee	100% of the total fee
Notice of cancellation made a day before or on the day of the intended check-in day	100% of the total fee	100% of the total fee	100% of the total fee

\* Cancellation fees will be charged for all canceled days if bookings for more than one night are canceled. The percentage of the fee will be used individually for each canceled day as stated in the chart above