



MARRIOTT

LONDON CANARY WHARF

TERMS AND CONDITIONS

1. The Agreement

Capitalized terms in this Agreement have the meanings given in Clause 12.

The Agreement, which consists of the Booking Form and these Terms and Conditions, does not include any other oral or written promises, terms or conditions. Any amendment or change to the Agreement shall have no effect unless agreed upon in a writing that refers specifically to the Agreement and is executed by duly authorised representatives of both parties.

Each Agreement returned signed by the Client shall be an offer by the Client to purchase Event facilities and services and shall only become a binding Agreement when countersigned by the Hotel.

2. Confirmations and Guest Numbers

The final details of the Event (such as final timings, menus and special requests) must be confirmed at least ten Working Days before the Event. The Client must inform the Hotel of the Final Number at least three Working Days before the Event. This Final Number will override the Likely Number specified but will not affect the Minimum Number/Spend.

The Client shall provide the Hotel with details of the nature and agenda of the Event, names of guests and relevant third parties, upon request.

3. Payment

Price. The price for the Event shall be calculated as stated on the Booking Form and are inclusive of VAT. The Client guarantees the Minimum Spend or the Minimum Number will attend the Event (as applicable) and the Hotel has calculated its charges on this basis. The amount payable by the Client will therefore be calculated according to the highest of (a) the Minimum Number/Spend (b) the Final Number or (c) the number who actually attend the Event.

3.2 Payment. All accounts incurred will be invoiced if credit is approved by the Hotel, in its sole and absolute discretion. If credit is not approved, Client will be required to pay the entire cost of the Event at the time of booking. Payment is due for all credit accounts on presentation of invoice. Any queries will not delay immediate payment of the outstanding balance. No allowance or refund can be made for meals and other elements not taken within the agreed package rate. Payment must be made in Pounds Sterling (UK) payable to the Hotel by cheque, BACS, bankers draft or credit card.

3.3 Deposits. The Client must pay the Hotel the deposit payment(s) specified in the Booking Form. If the Client fails to pay any such deposit within seven days after its due date, then the Hotel may (in its sole and absolute discretion) treat the Event as having been cancelled by the Client and, in the Hotel's sole and absolute discretion:

3.3.1 The Hotel may set off any cancellation fees which become payable against the deposit; and

3.3.2 if the deposit held by the Hotel is greater than the amount of any cancellation fees payable, then the balance shall be refundable to the Client.

3.4 Credit

Credit facilities within the Hotel may be obtained on application to the Hotel (subject to the agreement of the Hotel). Credit facilities must be finalised at least two (2) weeks prior to the Event. All amounts incurred against an agreed credit facility will be invoiced immediately after the Event. The Client shall pay all invoices on presentation of the invoice. The Hotel reserves the right to conduct credit checks or otherwise satisfy itself as to the solvency of the Client prior to providing credit facilities. The Hotel may at any time withdraw any credit facility, making any outstanding balance immediately due and payable.

3.5 Interest

When credit facilities are granted and payment is not received within the stated terms, we reserve the right to charge an appropriate rate of interest (3% above base rate) or make a collection charge. All such agreed credit accounts must not exceed their credit limit at any time.

3.6 Extras

The Client shall pay by credit or debit card for any food and beverages or other goods and/or services not provided for in the Agreement or otherwise in correspondence but made available upon request of the Client on the day of the Event.

3.7 Price Variations

In the event of circumstances beyond the Hotel's control (including, but not limited to, increases in the standard rate of VAT), the Hotel reserves the right to vary the prices specified in the Agreement to an extent that reflects such circumstances.

3.8 Invoice Disputes

If the Client has a bona fide dispute in respect of the whole or part of an invoice, it shall notify the Hotel immediately on receipt of invoice. Any invoice not disputed in accordance with this Clause 3.8 will be deemed to have been accepted by the Client. The parties shall co-operate in good faith to resolve the dispute over any invoice as amicably and promptly as possible and on settlement of any dispute the Client shall make the appropriate payment.

4. Cancellation by Client

4.1 If the Client wishes to cancel an Event or cancel the reservation of some or all bedrooms reserved, the Client must provide the Hotel a written notice of cancellation. Cancellation shall be effective, final and binding on the Cancellation Date. Any notice of cancellation received out of the hours of 9.00am and 5.00pm shall be deemed made on the next Working Day. Any postponement of any Event shall be considered as a cancellation under this Clause 4.

4.2 If the Client cancels a Booking, the Hotel will charge a cancellation fee. This cancellation fee shall be a percentage of the charges payable in respect of the Minimum Number/Spend (and, if any separate charge is payable in respect of room hire, of such room hire charge), according to the Cancellation Notice as set out below. If the Event is cancelled less than 3 Working Days before the Event, the Hotel is entitled to charge according to the Final Number, if higher than the Minimum Number/Spend.

CANCELLATION NOTICE	EVENTS FEE
Over 133 days	10%
133-91 days	25%
90 days-30 days	50%
29 days-8 days	80%
7 days or less	98%

4.3 Where any bedrooms are reserved, such bedrooms:

4.3.1 are block booked and reserved exclusively to the Client and accordingly will not be released unless notice of cancellation of such reservation in respect of the relevant bedrooms is given in accordance with Clause 4.1. The cancellation fees set out in Clause 4.4 will if applicable then apply.

4.3.2 will (unless cancelled as provided above) be charged at the room rate specified in the Agreement (or, if no separate room rate is specified in the Agreement, at the standard room rate) for all nights booked even if any guests do not stay for all nights so booked (including by reason of early departure).

4.4 Cancellation of some or all bedrooms will incur a cancellation fee. This cancellation fee shall be a percentage of the charges payable in respect of the bedrooms cancelled (or, if no separate room rate is specified in the Agreement, of the standard room rate) according to the Cancellation Notice, as set out below.

CANCELLATION NOTICE	BEDROOMS FEE
Over 90 days	10%
90-61 days	25%
60 days-30 days	40%
29-10 days	60%
9-3 days	80%
2 days-nights of	98%

4.5 The cancellation fees are payable under this Clause 4 are a genuine pre-estimate of the loss the Hotel will incur arising out of a cancellation. The actual losses incurred by the Hotel may be greater or less than these cancellation fees. Upon receipt of written cancellation of the bedrooms, rooms will be returned into general inventory at best available rate.

4.6 In addition to the cancellation fees due under Conditions 4.2 or 4.4, the Client must reimburse the Hotel (on an indemnity basis) for any expenditure incurred in respect of any cancelled Event including (but not limited to) any costs, charges or penalties as a result of having to make consequential cancellation of its own arrangements with third parties in relation to the Event.

4.7 The Hotel may invoice the Client for any cancellation fees payable at any time after the cancellation. The Client shall pay such invoice on presentation of invoice.

5. Cancellation by the Hotel

5.1 The Hotel may cancel the Booking:

5.1.1 if the booking might prejudice the reputation of the Hotel;

5.1.2 if the Hotel becomes aware of any deterioration in the Client's financial situation such that the Hotel reasonably considers the Client may not be able to fulfil its material obligations under the Agreement; or

5.1.3 if the Client fails to pay any sum when due.

5.2 The Hotel may charge the cancellation fees provided in Clause 4 in the event of any cancellation under this Clause 5.

6. Outside Services

The prior consent of The Hotel must be obtained for any entertainment or services contracted for the Event by the Client, all of which must comply with any statutory codes and regulations. The Client shall indemnify The Hotel for any loss or damage resulting from the acts or omissions of such third party suppliers.

7. Health and Safety

7.1 The Client must fully comply (and ensure the full compliance of its sub-contractors, employees and guests) with The Hotel's health and safety policy, a copy of which is available on request from The Hotel.

7.2 For reasons of security, The Hotel may need to search guests or third party suppliers' belongings and equipment. The Client shall ensure co-operation with any such searches undertaken by The Hotel.

8. Corkage

No wines, spirits, food or beverage may be brought into The Hotel or grounds by or on behalf of the Client or any guests for consumption on The Hotel premises unless the prior consent of The Hotel has been obtained, for which a charge will be made.

9. Liability of The Hotel

9.1 This Clause 9 sets out The Hotel's entire liability in respect of any breach of these Conditions or the Agreement and any representation, statement or tortious act or omission including negligence arising under or in connection with the Agreement.

9.2 The Hotel shall not be liable, whether in contract, tort (including negligence) or otherwise for any indirect loss however arising.

9.3 In no event will The Hotel's liability for any loss or damage in contract or tort (including negligence) or howsoever otherwise arising, exceed the total amount paid by the Client for the Event.

9.4 The Hotel shall not be liable for any breach of the Terms and Conditions or delay or failure in providing services as a result of causes beyond its reasonable control including (but not limited to) war, terrorism, acts of God, fire, floods, strikes, delays in transportation, failure of services or inability to obtain any necessary information or consent from any authority.

9.5 Nothing in these Conditions shall exclude or restrict either party's liability in respect of death or personal injury resulting from its negligence, or for fraudulent misrepresentation.

10. Damage

The Client shall be responsible to The Hotel for any damage caused to the allocated rooms or the furnishings, utensils and equipment therein or to The Hotel generally by any act, default or neglect of the Client or any sub-contractor, employee or guest of the Client and shall pay to The Hotel on demand the amount required to make good or remedy any such damage.

11. General

11.1 Agents

Should the Client contract with The Hotel through an Agent, the agent acts in that capacity for the Client, and not The Hotel. The Client accepts full responsibility for the payment of The Hotel's account.

11.2 Governing Law and Jurisdiction

The Agreement shall be governed by and construed in all respects in accordance with the laws of England and Wales. The Agreement does not affect any Rights that the Client may have under the Hotel Proprietors Act 1956 where that Act applies. The courts of England have exclusive jurisdiction, in relation to all matters arising under the Agreement.

11.3 Time is of the Essence

For all payment obligations under these Conditions, time shall be of the essence.

11.4 Assignment

The Agreement shall not be assignable by the Client, but may be assigned by The Hotel.

11.5 Intellectual Property

The Client shall not use any of The Hotel's trade marks or intellectual property without our prior written consent.

11.6 Entire Agreement

The Agreement sets out the entire agreement and understanding between the Client and The Hotel and shall supersede and replace all documentation previously issued by either party in relation to its subject matter.

11.7 Waiver

No waiver by The Hotel of any breach of this Agreement by the Client shall prevent the subsequent enforcement of the Agreement.

11.8 Validity

If at any time any one or more of these Conditions is held to be or becomes void or unenforceable, it shall be omitted from the Agreement and the remainder of the Agreement shall remain in full force and effect.

12. Definitions

12.1 "Booking Form" means the document containing all the Event details.

12.2 "Cancellation Date" means the Working Day on which The Hotel receives written notice of cancellation.

- 12.3 "Cancellation Notice" means the number of clear days (that is not counting the Cancellation Date and the date of the Event) between the Cancellation Date and the date of the Event.
- 12.4 "Client" means the person, firm or company responsible for commissioning and payment of the Event.
- 12.5 "Agreement" means the written agreement between The Hotel and the Client for a specific booking or series of bookings.
- 12.6 "Event" means the event or function specified in the Agreement
- 12.7 "Final Number" means the number of guests confirmed as attending the Event by the Client 3 days before the Event.
- 12.8 "Likely Number" means the number of guests stated in the Booking Form as likely to attend the Event.
- 12.9 "The Hotel" means the hotel at which the facilities are booked, or any one of the The Hotel/Renaissance group of companies, as appropriate.
- 12.10 "Minimum Number" means the lowest number of guests irrespective of the numbers that attend the Event for which payment will be made as set out in the Booking Form.
- 12.11 "Minimum Spend" means the minimum payment for the Event due from the Client.
- 12.12 "Working Day" means Monday to Friday excluding bank holidays and other public holidays.

DATA PROTECTION

Marriott International, Inc. ("Marriott") is committed to complying with obligations applicable to Marriott under applicable privacy and data protection laws, including to the extent applicable EU data protection laws. Hotel shall comply with the then-current Marriott Group Global Privacy Statement (the "Privacy Statement," currently available at <http://www.marriott.com/about/privacy.mi>) with respect to any personal data received under this Agreement.

Without limiting the foregoing obligation, Hotel has implemented measures designed to: (1) provide notice to individuals about its collection and use of their personal data, including through the Privacy Statement; (2) use such personal data only for legitimate business purposes; (3) provide means by which individuals may request to review, correct, update, suppress, restrict or delete or port their personal data, consistent with applicable law; (4) require any service providers with whom personal data is shared to protect the confidentiality and security of such data; and (5) use technical and organizational measures to protect personal data within its organization against unauthorized or unlawful access, acquisition, use, disclosure, loss, or alteration.

Refinitiv will obtain all necessary rights and permissions prior to providing any personal data to Hotel, including all rights and permissions required for Hotel, Hotel affiliates, and service providers to use and transfer the personal data to locations both within and outside the point of collection (including to the United States) in accordance with Hotel's privacy statement and applicable law. Notwithstanding any other provision, Hotel may use an individual's own personal data to the extent directed by, consented to or requested by such individual.