

# PREMIER SUITES

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## Terms and Conditions

### 1. Definitions

1.1 A reference to "PPS" means Premie Property Suites Limited - Company Registration Number: 11597834 and a reference to "you" "your" is a reference to the person specified on the Function Contract as the "Account Name" A reference to "you" "your" is a reference to the person or organisation which has made the Booking.

1.2 The following words have the following meaning unless the context requires otherwise;

Attendee means any person attending the Event;

Booking means your booking of the Event;

Business Day means a day other than a Saturday, Sunday or public holiday in the country within which the Venue is based;

Charges means the prices set out in this Function Contract;

Event means the event identified in this Function Contract;

Function Contract means the contract comprised of the detailed information regarding your function and the Function Contract Conditions;

Function Room means the room(s) or location(s) specified in this Function Contract (or if none specified then an appropriately sized room or location at the Venue);

Relevant Laws means all applicable laws, enactments, orders, regulations, licensing requirements, standards and other similar instruments in England and Wales as amended from time to time including without limitation the Bribery Act 2010, the Data Protection Act 1998 and the Equality Act 2010;

Services means any services set out in this Function Contract;

Third Party Provider means any entertainer or service provider other than PPS or you that performs or provides services at the Event;

Venue means the hotel specified in this Function Contract.

### 2. Formation of the Contract

2.1 The Function Contract forms the entire agreement between the parties and shall apply to the exclusion of all other terms and conditions and

supersedes all proposals and prior agreements, arrangements and understandings between the parties, relating to its subject matter. Each party

acknowledges that in entering into the Function Contract that it does not rely on any representation, warranty, or other assurance (including without

limitation, for the avoidance of doubt, any innocent or negligent misrepresentation or misstatement) of any person (whether a party to this Function

Contract or not) that is not set out in this Function Contract.

2.2 Subject to clauses 6.2 and 10.2, no variation of the Function Contract shall be binding on PPS unless agreed in writing and signed by a director on PPS's behalf.

2.3 Your Booking shall only be binding on PPS when you have received written confirmation of your Booking from PPS.

Returning a signed Function

Contract is not acceptance of your Booking by PPS. In respect of any proposed Booking, the following process applies:

(a) PPS shall issue you with a Function Contract after you have made an enquiry for a Booking;

(b) To make a Booking for the Event, you must sign the Function Contract and return it to PPS; and

(c) If PPS accepts your Booking then it shall issue you a written confirmation within 5 Business Days; or

(d) If PPS is no longer able to accept your Booking then it shall notify you within 5 Business Days.

### 3. PPS's Obligations

3.1 PPS shall allow you access to the Function Room (and other relevant facilities at the Venue) on the date and at the times specified in this Function

Contract; and provide the Services that are in all material respects in accordance with this Function Contract (subject to clauses 7.3 and 10).

3.2 If PPS is unable to provide the Services or part thereof then:

(a) in respect of any minor aspect (to be determined PPS acting reasonably) then PPS may substitute a reasonable alternative. PPS shall notify you of the change if reasonably practicable and you may exclude such part of the Services provided you notify PPS within 5 Business Days of receipt of notice.

(b) In respect of a material change (PPS to determine acting reasonably), PPS shall notify you promptly and propose alternatives. You shall be presumed to consent to the changes unless you notify PPS within 5 Business Days of receipt. If you do not consent, PPS shall refund the monies paid in full. PPS shall have no other liability to you.

3.3 PPS shall only be required to provide the Function Room and/ or Services set out in this Function Contract. PPS is not liable for the performance of

any Third Party Provider or any other services provided at the Event unless agreed in advance and in writing.

#### 4. Your Obligations

4.1 You shall pay the Charges in accordance with clause 9 and comply with all reasonable requests of PPS relating to the Event.

#### 5. Increases to your Booking

5.1 If you would like to increase the number of Attendees please notify PPS as soon as reasonably practicable. PPS shall use its reasonable endeavours to accommodate any increase if you notify PPS of your requirement more than 5 Business Days prior to the date of the Event.

5.2 Depending on the size of the proposed increase, it may be necessary for PPS to change the Function Room and this change may result in additional costs and Function Room or Venue changes. If this is the case, PPS will inform you of the revised Charges and Function Room or Venue changes and

unless you consent in writing to this revised Charges and/ or Function Room or Venue change then the Booking shall remain unvaried (i.e. for the original number of Attendees and the original Function Room).

#### 6. Decreases to your Booking

6.1 If you would like to decrease the number of Attendees then please notify us as soon as reasonably practicable. We will use our reasonable endeavours to accommodate the decrease in the number of Attendees. This may require us to change the Function Room and/ or may result in an increase in the price per Attendee. If this is the case, we will inform you of the revised Charges and/or Venue changes and unless you consent in writing the original Booking shall remain unvaried and you shall remain liable for the full amount of the Charges (see clause 7 below if you decide to cancel your Booking). PPS will use its reasonable endeavours to sell any unused Function Room and/ or Service resulting from the decrease in Attendees.

Notice received prior to date of the Event	Partial Cancellation Charge (Percentage of the difference between the original Charges and the revised Charges)
0-20 Business Days	100%
Between 21 Business Days and 8 weeks	80%
Between 8 and 12 weeks	60%
Between 12 and 26 weeks	40%
Between 26 and 52 weeks	20%
Over 52 weeks	0%

6.2 In the event that a decrease in the number of Attendees leads to revised Charges that is lower than the original Charges then PPS reserves the right to charge you a partial cancellation charge in accordance with the partial cancellation charges set out. PPS shall deduct from these partial cancellation charges any revenue it obtains from reselling.

#### 7. Cancelling your Booking

7.1 If you cancel your Booking, you will be liable for the cancellation charges set out below ("Cancellation Charges") less any revenue (up to 100% of the cancellation charge only) that PPS earns from reselling your Booking. PPS shall use its reasonable endeavours to resell a cancelled Booking.

Notice received prior to date of the Event Value	% of Original Booking Value	% of Original Booking
	Payable events up to £ 50,000 (total value)	Payable events over £ 50,000
More than 52 weeks	0	0
Between 26 and 52 weeks	25	25
Between 12 and 26 weeks	50	75
Between 8 and 12 weeks	75	90
Between 21 Business Days and 8 weeks	90	100
Between 0 and 20 Business Days	100	100

7.2 The Cancellation Charges and the partial cancellation charges set out in clause 7.1 are calculated on the basis of the probability of PPS being able to resell the Function Room and Services in the event that you cancel the Booking (and deduct an amount for expenses that we will not have to incur if your Booking is cancelled provided PPS has more than 20 Business Days notice). You agree that this is in all circumstances reasonable and a genuine preestimate of the losses that PPS are likely to suffer as a result of your cancellation or partial cancellation of the Booking.

7.3 There are several reasons why you should consider insurance for your event. PPS recommends Event Insurance consideration but cannot recommend specific Event Insurance providers.

Please note that PPS terms and conditions require event organisers to hold a minimum £2,000,000 limit of Public Liability insurance. Public Liability insurance protects you against legal claims for accidental injury to third parties and/or for damage to third party property. You may already have Public Liability insurance, however not all business policies cover events taking place outside your business premises. If in doubt you should consult your insurance provider.

#### 8. Cancellation by PPS

8.1 PPS reserves the right to cancel the Booking if:

(a) there is an event of Force Majeure;

(b) in the reasonable opinion of PPS it is deemed that the Booking, or any persons associated with the Booking, might damage the reputation of the Venue or PPS;

(c) any payment have not been received by PPS from you by the date specified in this Function Contract; or

(d) if you require a decrease in your Booking equal to or greater than 50%.

8.2 PPS may cancel a Booking forthwith by notice in writing, without prejudice to any other rights or remedies PPS may have, if you become bankrupt

or insolvent or enters into liquidation or receivership or is subject to an application for an administration order or suffers an administrative receiver to be

appointed in relation to the whole or part of its assets or makes a composition with its creditors or suffers any judgment to be executed in relation to any of its property or assets.

8.3 If PPS cancels your Booking in accordance with the clause 8.1 then it shall refund you any Charges that you have paid.

PPS shall have no other

liability to you.

## 9. Deposit and Payment Terms

9.1 You shall pay the charges for the Function as detailed in this Function Contract as set out below unless agreed otherwise by the parties and detailed in this Function Contract

9.2 a deposit of 50% shall be due and payable at the time of making the booking

9.3 all clients of PPS are required to establish credit facilities and are requested to complete our application for credit facilities form. Please allow 14 days from receipt for us to process this application. In the event of credit being declined or insufficient time being available to process your application, an interim invoice for all known costs will be raised in advance and such invoice must be paid 30 days prior to the event or on receipt of invoice if the event is sooner.

Applications for multiple bookings may be subject to additional settlement terms and conditions. Credit facilities are available to Limited/ Public Limited

Companies, Registered Trusts/ Charities & Government Bodies only and not to private individuals or partnerships. No credit will be provided on invoices under £500.

9.4 Please note if you pay with a credit card for any Event (deposit or final payment) a transaction fee will be charged. These charges reflect the cost

incurred by PPS and may vary from time to time.

9.5 You agree to pay PPS for any food, beverage, or other service not provided for in this Function Contract including without limitation the extension

of the Event time, which is made available in response to your request or any representative authorised by you to manage the Booking and/or the Event.

9.6 Charges include VAT at the prevailing rate when the contract was prepared and are therefore subject to alterations should the rate change. Please note that VAT is not always chargeable on the room hire element of the booking and you should obtain confirmation from the Venue as to whether this is applicable.

9.7 Unless otherwise stated by us, the balance invoice will be raised on the date of the event and forwarded to you for payment. Payment is required within 14 days of date of invoice. In the event that you wish any of the charges to be settled on your behalf by individual delegates, written notification of this is required 14 days in advance. Any acceptance by us of such proposals is without prejudice to our rights to hold you responsible for the full amount of the invoice and/or cancellation/non-arrival charges. Delegates will be requested to provide a credit card imprint on check-in in order to guarantee payment of any personal expenses not covered by the main account.

## 10. Force Majeure

10.1 PPS shall not be in breach of this Function Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Function Contract if such delay or failure result from the occurrence of circumstances beyond its reasonable control including without limitation:

(a) industrial action, strikes, lockouts, blockades, riots, acts of war, acts of terrorism, piracy, destruction of essential equipment or the Function Room (or part thereof) by fire, explosion, storm, flood, earthquake;

(b) failures of, shortages in or a loss of access to equipment, power, supplies, fuel or transport facilities;

(c) failure of a third party to provide required consent, exemption or clearance unless caused by the act or omission of either party.

10.2 PPS shall use its reasonable endeavours to relocate your Event if it is affected by a force majeure event (as set out in clause 10.1) and if the alternative proposed by PPS is in the circumstances reasonable then you shall agree to such change and clause 8.3 shall not apply.

## 11. Warranties and Indemnities

11.1 You warrant that:

(a) any person signing for and on your behalf, including without limitation any booking intermediary where applicable, has the authority to do so;

(b) you shall comply with, and procure that the Attendees comply with, all Relevant Laws;

(c) you have not received any payment or inducement in respect of this Booking;

(d) you will obtain PPS's prior consent before bringing or assembling any equipment (electrical, presentational or otherwise) at the Venue and that any

electrical equipment is PAT tested and certificated (and complies with all Relevant Laws);

(e) you and/or all Third Party Providers shall comply with all requirements of the Performing Rights Society (if appropriate) and that you and/or any Third

Party Provider has public liability insurance to the value of at least £2 million to cover any death of or injury to any person or the loss of or damage to any property resulting from the malfunction of your and/or the Third Party Provider's equipment and your and/or their actions generally; and

(f) you will comply with all reasonable requests of PPS which in their absolute discretion relate to PPS and/ or the Venue's compliance with Relevant Laws.

11.2 You shall not perform or procure any of the following unless you have PPS's prior written consent:

- (a) any Third Party Provider to provide any services at the Event;
- (b) bring or assemble any equipment (electrical, presentational or otherwise) at the Venue;
- (c) erect any items or equipment at the Venue or stick or attach items to the walls, floors or the ceiling of the Venue; or
- (d) consume wines, spirits or food not supplied by the Venue (additional charges may apply).

11.3 Any request under clause 11.2 should be sent in writing to PPS not less than 10 Business Days prior to the Event. PPS may at its absolute discretion, accept or reject such request for consent. If PPS agrees to such request then you agree that you will pay any reasonable additional charges (for example, a corkage or service fee) and shall indemnify, defend and hold harmless PPS in respect of all losses, liabilities (including without limitation provision for contingent liabilities), fines, damages, costs and expenses including without limitation legal fees on a solicitor/client basis and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties (Losses) incurred or suffered by or made against PPS and whether, wholly or in part, resulting directly or indirectly from, or connected in any way with any of the matters listed at clauses 11.2(a) to 11.2(d), whether or not such Losses were foreseeable at the date of entering this Function Contract. PPS shall be under no duty to mitigate the Losses.

11.4 You shall not, and shall procure that the Attendees or any other third party engaged or admitted to the Venue by you (including without limitation, any Third Party Providers) will not, damage or deface the Function Room and/or Venue in any manner whatsoever. You shall indemnify, defend and hold harmless PPS in respect of all Losses incurred or suffered by or made against PPS and whether, wholly or in part, resulting directly or indirectly from, or connected in any way with any damage to the Function Room and/ or Venue caused by yourself or an Attendee or a Third Party Provider, whether or not such Losses were foreseeable at the date of entering this Function Contract. PPS shall be under no duty to mitigate the Losses.

## 12. Liability

12.1 Nothing in this Function Contract shall be interpreted or construed as excluding or limiting the liability of either party for:

- (a) death or personal injury resulting from negligence; or
- (b) fraudulent misrepresentation; or
- (c) any matter in respect of which an indemnity is given under this Function Contract; or
- (d) to the extent such limitation or exclusion is not permitted by law.

12.2 Subject to clause 12.1, PPS shall not be liable to you in contract, tort (including without limitation negligence and breach of statutory duty) or

otherwise howsoever arising in connection with this Function Contract for:

- (a) economic loss of any kind whatsoever;
- (b) loss of profit, business contracts, revenues or anticipated savings or damage to your reputation or goodwill or special loss;
- (c) indirect or consequential loss or damage; or
- (d) to the extent that any loss is caused wholly or partly by breach of any condition by you including any breach caused by a third party.

12.3 Subject to clauses 12.1 and 12.2, the total aggregate liability of PPS under or in connection with the contract (whether in contract, tort (including without limitation negligence), breach of statutory duty or otherwise) for any loss or damage of whatsoever nature and howsoever caused shall be limited to and in no circumstances exceed the cost of the provision of alternative Function Room of comparable quality, capacity and with the provision of comparable services, to be determined by PPS acting reasonably, in which the Event may be held. Subject to clause 12.1, PPS's total liability under this Function Contract shall in no event exceed 150% of the Fee.

12.4 Subject to clause 12.1, in respect of any event that gives rise to a claim or complaint under this Function Contract or otherwise howsoever arising, you shall notify PPS within 14 Business Days of the event giving rise to the claim. PPS shall not otherwise be liable.

## 13. Intellectual Property Rights

13.1 In this clause 13, Intellectual Property Rights means all intellectual property rights including without limitation, patents, know how, trade secrets, trade marks, confidential information, database rights, design rights (whether registered or unregistered) copyright and applications for and rights to apply for any of the foregoing in each case worldwide and together with all renewals and extensions.

13.2 Nothing in this Function Contract shall be construed as granting you any rights to any Intellectual Property Rights of PPS or the Venue.

13.3 You may only use such Intellectual Property Rights of PPS or the Venue that are specified in this Function Contract and provided that such promotional material or other use of the Intellectual Property Rights in respect of the Event has been approved by PPS or the Venue prior to publication.

13.4 Any other use of PPS's Intellectual Property Rights by you requires PPS's prior written consent.

## 14. Data Protection

14.1 In order to perform our obligations under this Function Contract, PPS may require you to disclose Personal Data (as defined by the Data Protection Act 1998). PPS (or sub-contractors of PPS) shall only use this data for the provision of services under this Function Contract and for market research purposes (in accordance with the rules of the Market Research Society).

## 15. General

15.1 Neither party may assign, transfer or subcontract its rights or obligations save that PPS may assign, transfer or subcontract its rights and obligations under this Function Contract to another company provided that such company is deemed by PPS (acting reasonably) to be capable of providing the Services to at least the same standard as PPS.

15.2 The failure by either party to exercise any of the rights that it has in these terms, or if there is a delay in such rights being exercised, shall not be interpreted as a waiver of those rights, or affect the party's ability to enforce those rights at a later date.

15.3 All notices sent by a party pursuant to this Function Contract shall be sent to the address listed for the other party on this Function Contract. A notice shall be treated as having been received:

(a) if delivered by hand between 9.00 am and 5.30 pm on a Business Day (which time period is referred to in this clause as Business Hours), when so delivered; and if delivered by hand outside Business Hours, at the next start of Business Hours;

(b) if sent by first class post, at 9.00am on the Business Day after posting if posted on a Business Day, and at 9.00am on the third Business Day after posting if not posted on a Business Day;

(c) if sent by facsimile transmission, upon receipt by the sender of the facsimile transmission that the facsimile or email has been transmitted to the addressee;

(d) if sent by email, upon receipt by the sender of the email report that the email has been transmitted to the addressee. In proving that a notice has been given it shall be conclusive evidence to procure that delivery was made, or that the envelope containing the notice was properly addressed and posted (as the case may be).

15.4 A party who is not a party to this Function Contract shall have no right to enforce any term under the Contracts (Rights of Third parties) Act 1999.

15.5 The parties intend each provision of this Function Contract to be severable and distinct from the others. If a provision of this Function Contract is held to be illegal, invalid or unenforceable, in whole or in part, the parties intend that the legality, validity and enforceability of the remainder of this Function Contract shall not be affected.

15.6 This Function Contract is governed by and shall be interpreted in accordance with English Law. Each of the parties hereby submits to the exclusive

jurisdiction of the English courts in relation to all matters arising out of or in connection with this Function Contract.