

Meeting & Events Terms and Conditions

The Company enters into this Contract as agent for those hotels that it operates on behalf of a hotel owner. The offer letter for this Contract will clearly state the identity of the Hotel owner.

Where there is any conflict between these terms and the Events Schedule, the provisions of the Events Schedule shall have precedence.

In these Terms the following definitions apply:

1 DEFINITIONS

"Accommodation" means any Hotel room accommodation reserved as part of the Booking.

"Company", "us" or "we" means GLH Hotels Management (UK) Limited (company no SC046004) whose registered office is at the Glasgow Thistle Hotel, 36 Cambridge Street, Glasgow G2 3NH, its applicable group companies and Hotel owner(s).

"Booking" means the booking for the Function and/or any other services or items made with us.

"Contract" means the Booking, these Terms, the Events Schedule, and any other terms and conditions stated to apply to the Booking.

"Deposit" means the percentage pre-payment(s) of the Function charges required by the Company pursuant to the terms of this Contract.

"Events Schedule" means the schedule issued by the Company setting out the details of the Booking and to which these Terms shall be incorporated.

"Function" means any meeting, event and function.

"Hotel" means the premises for which your Booking is made.

"Terms" means these terms and conditions.

"Websites" means <http://www.glhhotels.com>, www.guoman.com, www.thistle.com or any other website owned or operated by us relating to a Hotel from time to time.

"VAT" means value added tax.

2 BOOKINGS & CONFIRMATION

All Bookings are subject to these Terms. All Bookings will be held on a provisional basis for seven (7) days or such lesser period specified in the Events Schedule. The Company reserves the right to treat as unconfirmed and release a Booking without notice unless, within this 7-day confirmation period:

- These Terms and the Events Schedule are signed, initialed on each page and returned to the Company; and
- an Initial Deposit (as defined below) and/or full pre-payment has been received by the Company in accordance with Clause 4 (Payment).

Where a Booking has not been confirmed the Company shall have the right, but not the obligation, to offer the Function room(s) to other customers.

3 CHARGES

The estimated charges payable to the Company are set out in the Events Schedule and are based on the agreed rate(s); room(s) booked and anticipated Function guest numbers.

Any additional services, rooms, refreshments, meals or VAT (at the prevailing rate) are included only if specified. A minimum length of stay, number of guests, spend, deposit, Cancellation Charge and other conditions may apply to certain rates, as specified.

The VAT breakdown shown is indicative based on the current rate of VAT, and the expected VAT treatment of the goods or services. VAT will be payable at the prevailing rate applicable at the tax point of the invoice issued, and may change depending on the actual rate and the VAT treatment of the goods and services purchased at that date.

Price lists for additional items are available on request.

4 PAYMENT

4.1 Payment Method

We accept the following methods of payment:

- Credit cards: American Express, MasterCard/Diners International, Diners Club, JCB International Credit Card, Visa; (b) Debit cards: Visa/Delta, Visa/Electron, Switch and Maestro; (c) Cheque: to the payee specified in the Events Schedule; or (d) Cash: remitted to the bank account details specified in the Events Schedule.

4.2 Payment Terms & Deposit

(a) Unless otherwise agreed in the Events Schedule:

- 20% non-refundable and non-transferable deposit is required upon signature of the contract to confirm the booking.
- Further 50% required three months prior to the event
- Further 30% / final payment is required one month prior to the event date.

(b) To the extent the Company has provided sufficient credit facilities to you no further pre-payment above the Deposit will be required by the Company prior to the Function start date. Following the Function start date the Company shall submit an invoice for payment of the outstanding Function charges to you, which shall be payable within fourteen (14) days from the date of the invoice. Any credit facilities will be subject to status and approval by the Company of a credit application form submitted to us

at least twenty-eight (28) days prior to the Function start date. In the event that credit

provided does not fully cover the charges for the Booking, the Company may at any stage require a further pre-payment of the Function charges.

(b) Where no credit facilities have been made available:

- The balance of the estimated Function charges for the Booking shall be payable at least thirty (30) days prior to the Function start date; and
- Where, at the time of Booking, fewer than 30 days remain before the Function start date, full pre-payment of the estimated Function charges will be required on confirmation.

The Company may require a further Deposit and/or pre-payment to the extent the Final Numbers (once received) exceed the estimated number of guests on the Event Schedule.

We reserve the right to charge interest at the rate of 4% above the base rate of the Bank of England for any sums not received on the due date, or, once confirmed and if prior to the Function start date, treat any non-payment of sums due as a Cancellation of the Booking.

4.3 Additional Spend

Unless credit facilities have been made available, we may require details of your credit/debit card to cover any additional or incidental amounts that become due. You authorise our use of this card for such purpose.

You shall confirm to the Hotel, on or before the Function start date, the names of any Function guests who you are authorised to sanction, on your behalf, any additional spend at the Function above the levels set out in the Events Schedule (if any).

4.4 Payment of cancellation charges

Where a cancellation, variation or reduction to the Booking occurs, the provisions of Clause 7 (Changes or cancellation by you) shall apply to the payment of any Cancellation Charges.

5 GUEST NUMBERS

5.1 Minimum number of guests and Final Numbers

Charges shall be calculated on the basis of the minimum number of guests specified in the Events Schedule or your Final Numbers (once provided) whichever are the greater. Where the actual number of guests falls below this number, we shall have the option to:

- Charge you for the minimum numbers or your Final Numbers (whichever are the greater);
- Move the Function to a different location within the Hotel; (c) reallocate the Booking to a different hotel; or
- Cancel your Booking in accordance with Clause 8 (Changes or cancellation by the Company).

5.2 Maximum number of guests

If your Final Numbers, or the actual number of guests attending a Function, exceeds the maximum capacity of the hotel space booked, we may be unable to accommodate the additional guests for operational, legal and/or health and safety reasons. In such circumstances, we will have the option to:

- Move the Function to a different location at the Hotel; (b) reallocate the Booking to a different hotel;
- Refuse entry once capacity is reached; or
- Renegotiate the Events Schedule with you

5.3 Final Numbers

You shall confirm the final number of Function guests to the Hotel not less than fourteen (14) days in advance of the Function (the **"Final Numbers"**).

5.4 Accommodation numbers shall be notified to us in accordance with Clause 6.1 (Rooms) below. Where there is a change in the number of guests, the provisions of Clause 9 (Room Change) may apply.

6 ACCOMMODATION

Where Accommodation is included in the Booking, the following provisions of this Clause 6 shall apply:

6.1 Rooming List

Unless otherwise agreed on the Contract Term Sheet, you shall provide the Hotel with an initial list of Guest details (a **"Rooming List"**) at least twenty-eight (28) days prior to the scheduled date of arrival.

A final Rooming List should be provided no later than 14 days prior to arrival.

To assist us in welcoming Guests to the Hotel, the following information for each Guest is requested as soon as possible and, in any event, upon presentation of the final Rooming List: (a) Guest contact details (including the full name, address, email and telephone number); (b) estimated time of arrival; (c) departure time; (d) meal schedules; (e) special requirements; and (f) billing instructions.

Any rooms booked separately by individuals will be subject to our General Terms and Conditions a copy of which are available on request or on the applicable Website.

6.2 Check-in/Check-out Time

In the interests of security and to prevent fraud, at the time of check-in, guests may be required to confirm their identity by providing their booking reference and their passport/identity card/driving license. If guests are travelling from outside the UK, Ireland or any country in the Commonwealth we are also obliged by law to require guests to provide the number and place of issue of their passport/identity card and details of their next destination. The information above must be provided for each person over the age of 16. These records will be kept for at least 12 months and may be disclosed or

made available for inspection by any police officer or as otherwise required by applicable law in

Connection with the prevention or investigation of crime. We reserve the right to refuse entry to persons who cannot provide the information set out above

Check-in times vary by Hotel and should be confirmed directly with the Hotel unless specified in the Events Schedule. All rooms that have been secured by credit/debit card or prepaid at the time of booking will be held until 12.00 noon on the following day. Any non-secured reservation will be held until 4.00 p.m. on the day of arrival at which time we will be entitled to re-let the room, unless the guest has notified the hotel of a late arrival.

On the day of departure we kindly ask all guests to vacate their rooms by 12.00 noon (unless a later departure is stated as part of your Booking). Late check-out after this time can be requested subject to availability and will be charged at an hourly rate at the discretion of the Hotel.

Rooms are subject to maximum occupancy rules set by the Hotel. If you would like further details please contact the Company or the Hotel.

6.3 Payment for Accommodation

Where the **"Own Account"** method for payment is selected in the Contract Term Sheet all Guests will be required to settle all outstanding charges applicable to their stay prior to their departure from the Hotel (unless otherwise agreed in writing by the Company). Selection of Own Account payment is subject to guarantee by you of such payments. We may require a Credit Card Authorisation to be provided if sufficient credit facilities are not available.

Where the **"Bill Back"** method of payment is selected, all charges for the Rooms(s) at the agreed rate(s) and all pre-booked extras will be billed to and payable by the Client or Agent. Guests shall be required to pay for all further extras, incidentals and additional spend prior to departure from the Hotel (unless otherwise specified on the Contract Term Sheet or subsequently agreed in writing by the Company).

During a guest's stay the Hotel's system will calculate the incidentals charged to that guest on a daily basis. If the cost of those incidentals exceed the authorisation taken on check-in, further authorisation will automatically be requested. If such authorisation is not available, we may request another method of settlement or a deposit to be provided, failing which we reserve the right to restrict access to the room.

Subject to Clause 4.2 (Payment Terms & Deposit), all outstanding charges due from you or guests must be paid for in full on check-out from the hotel **CHANGES OR CANCELLATION BY YOU**

You must notify the Company of any cancellation, variation, or reduction to the Booking at least four weeks prior to the Function start date. In any event, cancellations, no-shows, variations or reductions (a **"Cancellation"**) are subject to a cancellation charge (**"Cancellation Charge"**) applicable to the cancelled element of the Booking, as set out below.

Number of weeks prior to Function start date / Percentage Cancellation Charge

Between 52 and 12 weeks: 30% of Function charges relating to the cancellation.

Between 12 and 8 weeks: 50% of Function charges relating to the Cancellation

Between 8 and 4 weeks: 80% of Function charges relating to the cancellation
4 weeks: 100% of Function charges relating to the cancellation

Any notice of Cancellation shall take effect from the date of receipt in writing by the Company. We shall have the right, but not the obligation to re-market and resell the cancelled elements of the Booking. We will reduce the Cancellation Charges accordingly to the extent that we recover lost revenue from the re-sale of the Cancelled elements to another client. We will confirm a reduction in the Cancellation Charges (if any) to you after the intended Function start date.

In addition to the Cancellation Charges, you agree to promptly reimburse us for any and all expenditure incurred in respect of the Booking, including but not limited to costs, charges or cancellation fees as a result of the subsequent cancellation by us of any of our own or pre-booked third party services.

Following a Cancellation to a Booking, the Company reserves the right to set-off any Deposit and other sums received from you against the Cancellation Charge

In addition to any Cancellation Charges due, should the number of Guests fall below the anticipated numbers, the Company reserves the right to amend the rate(s) and, should numbers for a Booking fall below 10 Rooms for any dates, charge for Rooms at individual tariff rates.

8 CHANGES OR CANCELLATION BY THE COMPANY

8.1 We may need, acting reasonably and in consultation with you, to move your meeting room/event space to another suitable room/location if:

- There is a reasonable operational reason for us to do so;
- This is reasonably required by us in the event of force majeure or any circumstances beyond our reasonable control; and/or
- The Booking fails to meet the minimum numbers specified in the Events Schedule.

8.2 We also reserve the right to cancel your Booking if:

- In our reasonable opinion, the Booking maybe prejudicial to the reputation of the Company or the Hotel;
- We become aware of an adverse change in your financial status and we reasonably consider that you may not be able to meet your payment obligations under the Contract;
- There is, acting reasonably and in consultation with you, a reasonable operational reason for us to do so;
- This is reasonably required by us (in consultation with you)

In the event of force majeure or any circumstances beyond our reasonable control; and/or

(e) The Booking fails to meet the minimum numbers specified in the Events Schedule.

In such circumstances, other than under Clause 8.2(e) where our Cancellation Charges shall apply, you will be given a full refund but we shall have no further liability to you arising out of such cancellation. However, we may use our reasonable endeavors to seek to re-locate any confirmed Booking cancelled by us to an alternative location nearby similar in standard to the Hotel.

9 GUEST ROOM CHANGE

Where the Booking includes Accommodation, this will be for a class of room in the Hotel and does not guarantee a stay in a specific room. If we need to move a guest to a different room during a Booking we will do so in consultation with you and the guest and only where this is required for reasonable operational, legal or health and safety reasons. Where a lower rate is applicable to the different room, we will refund the difference in the rates to you or the guest (as applicable).

10 DAMAGE

You accept liability and we reserve the right to charge you (And any credit or debit card, where provided) for any loss and/or damage incurred to the Hotel or its contents during the Function (including without limitation specialist cleaning), which we can reasonably demonstrate was caused by you, your guests, or your employees, contractors, sub-contractors or agents. You will keep in place adequate insurance, with a reputable insurer, to cover any such loss and/or damage.

11 ACCESSIBILITY

Dependent on an individual guest's needs, a selection of specifically designed rooms is provided at each of our hotels. Please contact the Hotel to discuss specific individual requirements and the availability of appropriate accommodation, and we will do our best to accommodate each guest's needs.

12 LEISURE

Where a Hotel has a leisure club, guests may use this club throughout the duration of their stay. Use is at guest's own risk and is conditional upon compliance with the club's rules & procedures, a copy of which is available at the club reception and on the Websites. Charges may apply for use of some facilities, please enquire at the Hotel for further details.

At certain times, facilities may become unavailable due to maintenance, adverse weather conditions or other reasons beyond our control. We will attempt to keep all Hotel guests informed of these circumstances however this may not always be possible.

13 PARKING

Where a Hotel has its own car park, there may be a charge and/or limited spaces available and space may not be guaranteed for the duration of the Function. Terms and conditions may also apply to car park use. Please contact the Hotel directly for more information. Cars and their contents are left at the owner's/customers own risk. We do not accept responsibility for loss or damage (save as may not be excluded or restricted by applicable law).

14 GUEST BEHAVIOUR

All visitors, external contractors and guests of the Hotel are requested to conduct themselves appropriately at all times and to comply with Company procedures and/or requests with regard to conduct and respect for the property of the Hotel, its employees and guests and their health and safety. All visitors, external contractors are requested not to disrupt the comfort and enjoyment of other guests, the smooth running of the Hotel, or cause offence to other guests or our members of staff. We reserve the right to refuse accommodation or services or remove you and members of your party from the Hotel if, in our reasonable opinion, we consider this provision to have been breached. Where this is the case shall have no obligation to refund you for lost accommodation, other services or any other loss or expense incurred. You shall indemnify and hold the Company harmless (together with its employees, agents and hotel owners) from any and all losses, costs (including reasonable legal expenses), claims, liability, damages or fines incurred or suffered by us arising out of or in connection with a breach of clauses 10 and 14.

15 FINISHING TIMES

The Function shall end at the time agreed between the Company and you. Any extension to this time is subject to the sole discretion of the Company and may be subject to an additional charge and any applicable licensing laws.

16 CORKAGE AND OUTSIDE FOOD

No food or beverages should be brought onto the Hotel premises without the prior written consent of the Company. A corkage fee may apply to alcoholic beverages. Please contact the Hotel directly for further information.

17 ENGAGEMENT OF EXTERNAL CONTRACTORS

You must notify the Hotel at least twenty-eight (28) days prior to the Function start date of any third party contractors, suppliers or entertainment that shall require access to the Function space (in advance or on the date of the Function).

The Company reserves the right to charge additional fees for advance access to the Function facilities and to refuse access or eject any persons whose behavior it reasonably considers to be objectionable (including any person engaged by you to provide production, entertainment or perform any other duties at the Function).

Any such third parties must comply with the Hotel's health and safety and other policies (available on request) and maintain an appropriate level of public liability insurance and any other insurance normally maintained by a contractor, supplier or entertainer of that nature.

18 NO SMOKING

Guests are not permitted to smoke in rooms or public areas.

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Guests are not permitted to smoke in rooms or public areas.

19 PERSONAL INFORMATION

All personal information stored and used by us is done so in accordance with our Privacy Policy and Cookie Policy, which are available on request or on our Websites.

20 NO COMMISSION

Where a Booking is made through an agent, the Company shall pay commission in accordance with the Company's commission policy (available on request) on a percentage of the net pre-booked revenues of the Function as agreed in writing in advance between the agent and the Company.

Payment of the commission will typically be made in a single payment within thirty (30) days of receipt of an undisputed invoice from the agent.

Please note that the Company may from time to time run a booker bonus incentive programmed through which certain incentives and promotions are made available.

You, or your third party booker, agent or employee may be invited to take part in such programmes from time to time. Please speak to your Company contact directly for further information.

21 ADVERTISING

You shall not use the Company's name, logo or telephone number in any form of advertisement or publicity without the prior written agreement of the Company.

22 FORCE MAJEURE

The Company accepts no liability and will not pay any compensation where the performance of its obligations is prevented or affected directly or indirectly by or as a result of force majeure or any circumstances beyond its reasonable control including, but not limited to, flood, earthquake, extreme adverse weather conditions, natural disasters, other acts of God, acts of terrorism, fire or failure of electric power, gas, water, or other utility service, plant machinery, computers, vehicles or any collapse of building structures.

23 LIMITATION OF LIABILITY

The Company will not be responsible for the loss or damage of any property left in the Hotel other than as required under the Hotel Proprietor's Act 1956 and the Local London Authorities Act 2004 (a copy of the notice under such Acts is displayed in the reception of the Hotel) or any other applicable law.

The Company will not be liable for any indirect, consequential or pure economic loss or any loss of profit, goodwill or opportunity (whether caused by the negligence of the Company, its employees, contractor or agents or otherwise). The Company's total liability shall not exceed the value of the charges received by it under the Contract.

Nothing contained in the Contract or in any other document referred to or incorporated in it shall be read or construed as excluding any liability for death or personal injury caused by the Company's negligence or liability for fraud or fraudulent misrepresentation.

23 OTHER

This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Contract. This Contract and any non-contractual obligations arising in connection with it are governed by English law. The English courts have exclusive jurisdiction to determine Any dispute arising in connection with the Contract, including disputes relating to any non-contractual obligations. Each party irrevocably waives any objection which it may now or later have to proceedings being brought in the English courts (on the grounds that the English courts are not a convenient forum

The Royal Horseguards, 2 Whitehall Court, Whitehall, London, SW1A 2EJ
Tel. 0207 451 9386, Fax. 0207 839 3366, Email: onewhitehallplace@guoman.co.uk

I confirm I have read and agree to these terms and conditions:

Agreed on behalf of client

Name:

Signature:

Date:

Name of Hotel: The Royal Horseguards

Name of Hotel: The Royal Horseguards Hotel Limited. Registered in England No. 4330100, VAT No. 243284176
Registered Office Address: Stephenson House, 75 Hampstead Road, London, NW1 2PL
Postal Address: Stephenson House, 2nd Floor, 75 Hampstead Road, London, NW1 2PL