

## HILTON EDINBURGH CARLTON

All rates quoted in the Event Contract are in UK Pounds Sterling, inclusive of VAT, and are only valid until the Date for Return. If there is any change in the rate of VAT between the date of quote and the point of consumption of services then the Hotel has the right to revise the fees to reflect the change. Changes in the actual Event start or end times may incur additional rental and staff costs and the Hotel has the right to make an additional charge for this in line with the Hotel's standard rates at the time that the change is made. The hotel reserves the right to charge service charge.

### **1. Definitions & Application of Terms**

Capitalised terms have the meanings given in these Terms & Conditions or in the Event Details (as applicable).

"**Hotel**" means, depending on where it is used in the Event Contract, the specific premises within the Klarent portfolio for which the Event booking is made and/or Klarent (as the operator of the hotel concerned).

"**Klarent**" means Klarent Hospitality Limited a company registered in England and Wales with company registration number 13712697 and registered office at 42-44 Grosvenor Gardens, London, England, SW1W 0EB. Klarent' registered VAT number is GB 398155061

"**Client**" or "**you**" means the person responsible for organising and paying for the Event, as set out in the Event Contract (including Event Details).

"**Cancellation Charges**" where the Event is cancelled in specific circumstances, means the charges payable by the Client as a result of that cancellation as set out in the Event Contract.

"**Date for Return**" means the date by which the Client is required to return a signed copy of the Event Details to the Hotel to confirm that the Client wishes to proceed with the Event booking. The Date for Return shall be as set out in the Event Details.

"**Event Details**" means the document provided by the Hotel to the Client that sets out details of the booking(s) for the Event, as that may be updated (or deemed to be updated) from time to time in accordance with the Event Contract or by agreement between the parties from time to time.

"**Event Contract**" means the agreement between Klarent and the Client for a specific booking or a series of bookings (each an '**Event**') and the Hotel, which incorporates these Terms & Conditions, the specific terms stated in the Event Details document provided by the Hotel and any other terms agreed in writing by the parties as applying to the booking for the Event as it may be varied from time to time in accordance with these Terms & Conditions or by written agreement between the parties.

"**Security Deposit**" means the deposit that Klarent requires the Client to pay up front on account of the fees payable for the Event as described in the Event Details.

"**Terms & Conditions**" means these standard written terms and conditions.

"**Total Event Charges**" means the total charges specified in the Event Details as to be paid by the Client for the Event.

Please read these Terms & Conditions carefully before signing the Event Details as they set out key legal terms, rights and obligations that will apply to both parties in relation to the Event.

In some areas of these Terms & Conditions, you will have different rights depending on whether you are a business or consumer. You are only a consumer if you are an individual who is contracting for the Event wholly or mainly for your personal use and not for use in connection with your trade, business, craft or profession.

### **2. Subject Matter**

The Hotel shall provide the Client with the services described in the Event Details (as those services may be varied in accordance with the Event Contract) and the Client shall pay for these services, in accordance with the Event Contract. If the Client is a business customer, the Event Contract constitutes the entire agreement between the parties and shall replace all prior discussions, negotiations and agreements in relation to the Event.

If there is any discrepancy between the Event Details and these Terms & Conditions, the provisions of the Event Details shall prevail.

The Hotel is solely responsible for the obligations under the Event Contract. No other member of the Klarent corporate group ("**Klarent Group**") be liable for any obligations of Klarent under the Event Contract.

### **3. Confirmation**

The Client must, after review of the Event Contract, sign and return to the Hotel by the Date of Return the initial Event Details document provided by the Hotel, together with payment of the Security Deposit.

"**Client**" or "**you**" means the person responsible for organising and paying for the Event, as set out in the Event Contract (including Event Details).

The Hotel reserves the right to release all event space and/or bedrooms and/or other facilities being held without liability if the confirmation is not received by the Date for Return. No cancellation fee shall apply in those circumstances.

The Event Details are not considered confirmed, and no Event Contract shall come into effect unless and until the initial Event Details document signed by the Client, has been received by the Hotel and subsequently signed by the Hotel and a copy has been sent to the Client.

### **4. Organisation of the Reservation**

1/ **Rooms**: The Client must send the rooming list (the list of the participants' names attending the Event ("**Participants**") and room allocation) in writing to the Hotel at least eight (8) working days before the scheduled arrival date. The Hotel shall endeavour to make the reserved rooms available to the guests from 3pm on the arrival date. The rooms must be vacated at midday on the departure date. If this time limit is exceeded, the Client will be invoiced for an additional night

at the displayed retail rates.

2/ Dining numbers: The Client must confirm in writing to the Hotel the exact dining numbers for each meal and the meal selection (including any special dietary requirements) at least eight (8) working days before the Event start date. After this date or if there is any difference between confirmed dining choice and those requested by Client at the Event, the Hotel reserves the right to refuse any change requests. Any reduction of the services ordered (number of meals, buffet, cocktail or others) from that set out in the original Event Details (or from any higher number subsequently agreed by the parties) will be treated as a partial cancellation as set out in Article 6.

3/ Use of the Hotel premises: Any request for modification of the premises or facilities to be provided (change of furniture, room etc.) after signature of the Event Contract can only be made with the Hotel's written approval and must be made in writing at least 48 hours before the start of the Event and will be subject to any rate increase specified by the Hotel (and the Event Details shall be treated as amended accordingly if the change is agreed). If the Client does not agree to the rate increase, then the modification will not be made and the Event will continue unmodified. If the number of Participants is lower than the number specified in the original Event Details (or is lower than any higher number subsequently agreed by the parties), Klarent may (in addition to its other rights) allocate the Client a different space than originally scheduled.

4/ Modification of the number of Participants: If the Client wishes to change the number of Participants, the Client must inform the Hotel at least eight (8) days before the Event. A reduction in the number of Participants (including a reduction relating to accommodation, dining services or rented premises) is deemed to be a partial or total cancellation of the reservation as set out in Article 6. If the Client wishes to increase the number of Participants from that provided in the Event Details, such increase is subject to the prior consent of the Hotel and is strictly subject to availability. Any acceptance by the Hotel of an increased number of Participants will only take effect following agreement of the increased charges for the Event and after receipt of the additional Security Deposit corresponding to the difference in the price of the reservation (and at that point the Event Details will be treated as being amended accordingly). If the Hotel does not agree to the requested change then the Event Contract shall continue to apply and the number of Participants shall remain as originally agreed before the request for the increase was made.

5/ Modification of the Services: Any request for modification of the services as provided in the Event Details applicable at the time of the request must be sent in writing to the Hotel. The Hotel may refuse the request and if it agrees to the request then it may make agreement subject to an additional charge specified by the Hotel (and the Event Details will be treated as being amended accordingly). If the Hotel does not expressly accept the request or if the Client fails to agree the additional charge proposed by the Hotel, the Event Contract shall continue to apply as if the request for modification had not been made.

6/ Compliance with Law: The Client acknowledges that the Hotel may amend services outlined in the Event Details (and the Event Details shall be treated as amended accordingly) without notice if necessary to comply with law or any government guidelines.

#### **5. No Show**

In the event of cancellation by the Client without notice, the Hotel will charge the Client compensation equal to the Total Event Charges, and the Client will pay this sum in accordance with Article 8. The Client acknowledges that such compensation is reasonable, and a genuine pre-estimate of the loss suffered by the Hotel.

#### **6. Cancellation – Meetings & Events Including Accommodation**

All notices to cancel all or part of the Event or any services to be provided under the Event Contract must be received by the Hotel in writing from the Client and will take effect from the date of receipt by the Hotel. Cancellation charges as set out below will apply to any cancellation by the Client (but will not apply to any cancellations made under Articles 19 or 20).

##### **Cancellation is considered when;**

Where made by the Client, whatever the cause, will be treated as **cancellation, whether total or partial:**

- the cancellation of more than fifty percent (50%) of the number of rooms per night or the number of event participants per day will be considered total cancellation.

In case of cancellation, as compensation, the Hotel will be entitled to recover from the Client (and the Client shall pay the Hotel) as follows in respect of the portion of the Total Event Charges attributable to such cancellation: (Applicable to all Events except Christmas parties covered by separate T&C's)

##### **For any Event up to 35 Participants and a maximum of 10 guest rooms, where notice of cancellation is received:**

- 60 or more days before the first day of the Event: no cancellation charge.
- Between 59 and 30 days before the first day of the Event: 50% of the Total Event Charges attributable to such partial cancellation.
- Between 29 and 7 days before the first day of the Event: 80% of the Total Event Charges attributable to such partial cancellation.
- Less than 7 days before the start of the Event: 100% of the Total Event Charges attributable to such partial cancellation.

##### **For any Event of 36 or more Participants and more than 10 guest rooms where notice of cancellation is received:**

- 90 or more days before the first day of the Event: no cancellation charge;
- Between 60 and 89 days before the first day of the Event: 50% of the Total Event Charges attributable to such partial cancellation;
- Between 59 and 31 days before the first day of the Event: 75% of the Total Event Charges attributable to such partial cancellation;
- Less than 30 days before the start of the Event: 100% of the Total Event Charges attributable to such partial cancellation

The Client acknowledges that such compensation is reasonable and in the legitimate commercial interests of the Hotel.

To be clear, in the case of any partial cancellation, in addition to the cancellation charge described above, the Hotel shall continue to be entitled to charge the Client for (and the Client shall pay the Hotel) those services that have not been cancelled. The Hotel shall be entitled to use any Security Deposit to offset against the Cancellation Charges.

## **7. Re-allocation**

Except in the case of Force Majeure, in the event of non-availability of the Hotel due to emergency or unscheduled works or for any other reason, the Hotel will use its reasonable endeavours to accommodate the Participants in whole or in part in a hotel of equivalent category.

## **8. Deposit & Payments**

Unless varied in accordance with the Event Contract, the charges payable by the Client to the Hotel for the services set out in the Event Details shall be as set out in the Event Details and are based on the agreed rate(s), refreshments, room(s) booked and Participant numbers set out in the Event Details. A minimum length of stay, number of Participants, spend, deposit, Cancellation Charge (as defined below) and other conditions may apply to certain rates, as specified in the Event Details. If the Hotel provides any additional services other than those set out in the Event Details then these shall be charged to the Client in addition at the Hotel's standard list prices for those services (or such other prices as the parties agree in writing for those services). Price lists for additional items are available on request.

Any fees and other bank charges resulting from the transfer of money will be the responsibility of the Client and cannot be deducted.

In the case of non-payment of any amount due from the Client by the due date for payment, without limiting the Hotel's other rights, the Client shall pay to interest on any such overdue sum from but excluding the due date to and including the date of the hotel's receipt of the payment at 4% above the Bank of England base rate on a daily basis (including taxes).

### Security Deposit

A non-refundable Security Deposit shall be payable by the Client in one or more instalments as set out in the Event Details.

### Payment

The Total Event Charges shall be payable by the Client by electronic bank transfer or credit card as set out in the Booking Details and, if not specifically otherwise provided in the Event Details, the Total Event Charges (less the amount of any Security Deposit already paid) must be 100% pre-paid at least 30 days prior to the first day of the Event.

Payment of additional services (laundry services, mini-bar, telephone, etc.) and other services ordered individually by one or more Participants shall be paid directly by said Participants at the Hotel's reception desk before their departure (individual payment). In the absence of payment by one or more Participants of the ordered services in addition to the services included in the Event Details, the invoice shall be sent to the Client and the Client will be obliged to settle it within 5 working days from receipt, in the absence of which any unpaid amount shall be deducted from the Security Deposit.

Once the final invoice has been issued, any questions relating to it are to be addressed to the Client's Event planner within 14 days of the Event end date, after which the invoice shall be deemed final and accepted by the Client.

## **9. Photographic Reporting, Filming or Reporting, Licences**

The Client is personally responsible for obtaining all necessary authorisations for taking photographs or filming. Before any photography or filming the Client must first request permission from the Hotel, which will be given at the Hotel's absolute discretion.

The Client undertakes to obtain, for the purposes of any reproduction or other use of film or photographs, the prior written consent of each person filmed.

The Client will assume responsibility for any and all declarations and payments of any and all royalties, in particular with all filings and the payment of all fees and the obtaining of all licences and approvals, in respect of the broadcasting of any and all copyright works and, more generally, for any and all entertainment during the Event.

## **10. Transport**

the Hotel does not provide any transport services and cannot in any case be held responsible for any problems and consequences related to the transport of the Participants (delay, cancellation, etc.).

## **11. Insurance – Damage – Theft**

With the exception of any damages caused by the negligence or breach of contract by the Hotel (or any Hotel staff or Hotel contractors), the Client is responsible for all damages including personal injury, material and immaterial damages in connection with this Event Contract and in particular for the damages and risks related to the exercise of its activity and more generally, any damage caused to the Hotel, its furniture, the Participants, the guests of the Hotel, arising from its activity and/or because of the equipment the Client brought to the Hotel.

The Client shall be liable for all damage caused indirectly through it (in particular, by the Participants or their guests) and undertakes, in the event of damage to the rented premises or any property at that premises, to reimburse Klarent on request for the repair costs of said premises and the repair or replacement (at the Hotel's discretion) or any property damaged or destroyed by the Client or Participants or their guests (whether those repair or replacement costs are incurred directly by the Hotel or by third party). The Hotel may under no circumstances be held liable for any form of damages whatsoever, in particular fire or theft, that may affect the objects or equipment left by the Client or the Participants for the Event.

The Client must clear and remove all rubbish, refuse and other materials (including signs) not belonging to the Hotel from the premises so that the premises are as clean and tidy as found on arrival. Should the Hotel incur expenses as a result of clearing rubbish left by the Client or its guests, such expenses will be re-charged to the Client and will be payable by the Client within 30 days of receipt of an invoice.

The Client is responsible at all times for the safety and security of any items belonging to it or its guests and brought to the Hotel and Klarent will not in any circumstances be liable to the Client for any loss or damage to any such items unless due to the Hotel's negligence.

The Client will coordinate and manage Event related traffic or van marshalling for the entirety of its Event.

The Client and the Hotel shall maintain, for the duration of the Event Contract, all statutory insurances covering their respective activities.

If required by the Hotel, the Client will contract approved security personnel to restrict access to the event space, safeguard equipment, attendees, affiliated parties and Hotel staff during the Event.

## **12. Intellectual Property**

The Client shall not reproduce, represent, adapt or modify, in any way whatsoever, the marks, brands, logos or other distinctive signs of the Hotel, Klarent Group and / or the Hotel and/or the brand(s) under which the Hotel operates, (the "**Distinctive Signs**"), except with the prior express written consent of the Klarent Group and / or the Hotel and/or the relevant brand owner (as applicable). If the Klarent Group and / or the Hotel and/or the brand owner authorises the Client to use the Distinctive Signs, the Client shall do so only for the purposes for which this authorisation has been granted. The Client shall comply with all the instructions for use of the Distinctive Signs. If an action is brought by a third party against the Client for infringement of the Distinctive Signs that have been the subject of this authorisation for use, the Client must immediately inform the Hotel.

## **13. Confidentiality**

Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the corporate group to which the other party belongs.

## **14. Personal Data**

The parties acknowledge that the booking and holding of the Event in the Hotel will require the collection and the processing of personal data (as defined in the EU General Data Protection Regulation as it is enforced in the UK ("**GDPR**") and the UK Data Protection Act 2018 ("**DPA 2018**"), in each case as applicable) relating to the Client (if the Client is an individual), staff or contractors of the Client or its affiliates and of Participants ("**Beneficiaries**") (the "**Personal Data**").

When, if applicable, the Client provides details of the Beneficiaries in relation to the Event and ancillary services provided by the Hotel, including without limitation the Beneficiaries' names, the Client shall ensure that the Personal Data provided is accurate and agrees that Klarent (and members of Klarent group and where applicable **Hilton Hotels & Resorts** who received any Personal Data) act as independent Data Controllers regarding the Personal Data that they each process. Where Klarent or members of Klarent group process this Personal Data they will do so in accordance with GDPR and/or the DPA 2018 (in each case as applicable and including any successor legislation, the "**DP Laws**") and Klarent Group's privacy policy available at <https://www.Klarenthospitality.com/privacy-policy>. Klarent is not responsible for the processing of any Personal Data by **Hilton Hotels & Resorts**

The Client will ensure that it has the right to transfer all Personal Data to the Hotel and Klarent group (and where relevant also to **Hilton Hotels & Resorts**), that it has informed all Beneficiaries that their Personal Data will be transferred to the Hotel and Klarent group (and where relevant also to Hilton Hotels & Resorts) and has provided a copy of the Klarent Group's privacy policy (and where relevant also to Hilton Hotels & Resorts) to each of the Beneficiaries before their Personal Data is provided to the Hotel.

The Client remains data controller for the processing of its Beneficiaries' personal data for travel management purposes and shall ensure that it has all necessary notices and consents in place to enable the lawful transfer of the Beneficiaries' Personal Data to the Hotel, the members of Klarent group (and where relevant also to Hilton Hotels & Resorts) and their respective employees.

## **15. Hotel Policies**

The Client shall (and shall procure that the Participants and their guests shall):

- Comply with all reasonable instructions of the Hotel and the Hotel's staff and contractors.
- Not act in an abusive or disorderly manner to other guests or staff.
- Not bring live animals into the premises without the prior written consent of the Hotel (excluding assistance animals).
- If notified, adhere to all noise abatement requirements when using, entering and leaving the Hotel
- Not carry out any electrical or other works at the premises, including affixing any materials to any part of the premises and the installation of rigging, staging or audio visual equipment, without the Hotel's prior written consent.
- Comply with all licensing laws and other regulations relating to the Hotel.
- Not use any public areas of the premises for the display of promotional literature or signage without the Hotel's prior written approval.
- Comply with the Hotel's requests to exclude any persons from the Event whom the Hotel deems to be unacceptable to enter the premises, including, but not limited to, any entertainers or sub-contractors
- Not arrange for the delivery of, or deliver any goods or materials to the premises unless suitable persons of the Client's staff or their agents are available and ready to accept delivery thereof. The Hotel will not be responsible for delivery of any items to the premises. All responsibility and liability for such delivery and such items remains the responsibility of the Client.
- Only food or drink bought at the Hotel may be consumed during the Event. If any food or drink bought off site is consumed in the premises, the Hotel reserves the right (at its discretion) either to require the disposal of such food or drink or to apply corkage or equivalent charges in respect of it.

Whilst the Hotel has taken reasonable steps to ensure that the information contained in its brochure, leaflets and advertisements is accurate, it reserves the right to alter, substitute or withdraw any services, facilities or amenities, without notice.

## **16. Commission – applicable to Qualifying Agents only**

the Hotel will only pay commission to those agencies which are certified members of IATA TIDS Scheme, the HBAA, MIA, Eventia or the ISES.

Commission will be paid to a certified agent where the initial enquiry to the Hotel was made by the agent and where subsequent written confirmation is also received by the same agent. The Hotel pays a standard 8% on the net, on qualifying net spend, unless otherwise agreed. Commission is at the discretion of the

Hotel and not valid on all business segments.

If two or more agencies are involved in the enquiry and booking process, commission will only be paid to the agency identified in writing by the Client at the time of confirmation.

Commission is payable on pre-contracted food, beverage, room hire and accommodation only, based on the final number of confirmed guests. Commission is not payable on audio visual equipment.

Should any commission payments remain unclaimed 90 days after the Event's end date, the Hotel reserves the right to retain those monies. No commission shall be payable on amounts not received from the Client (whether as a result of cancellation of the Event or otherwise) and where commission has been paid in advance on account of amounts that are subsequently not received from the Client then the agency shall reimburse the Hotel for such commission payments on request

#### **17. Liability**

Each party shall be responsible for its own acts and/or omissions and those of its officers, employees and agents in the performance of this Event Contract.

Where the Client is not a consumer customer then the Hotel shall not be liable to the Client, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Event Contract for any

- direct or indirect loss of profits or revenue, loss of sales or business, loss of agreements or contracts, loss of anticipated savings, or loss of or damage to goodwill;
- loss of use or corruption of software, data or information or any losses resulting from this (whether direct or indirect);or
- any indirect or consequential loss.

Where the Client is a consumer customer then the Hotel shall not be liable to the Client, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, for any business losses.

Nothing in the Event Contract shall limit or exclude either party's liability for death or personal injury caused by its negligence, or the negligence of its personnel, agents or subcontractors; fraud or fraudulent misrepresentation; or any other liability which cannot be limited or excluded by applicable law.

#### **18. Liability**

Each party shall be responsible for its own acts and/or omissions and those of its officers, employees and agents in the performance of this Event Contract.

Where the Client is not a consumer customer then the Hotel shall not be liable to the Client, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Event Contract for any

- direct or indirect loss of profits or revenue, loss of sales or business, loss of agreements or contracts, loss of anticipated savings, or loss of or damage to goodwill;
- loss of use or corruption of software, data or information or any losses resulting from this (whether direct or indirect);or
- any indirect or consequential loss.

Where the Client is a consumer customer then the Hotel shall not be liable to the Client, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, for any business losses.

Nothing in the Event Contract shall limit or exclude either party's liability for death or personal injury caused by its negligence, or the negligence of its personnel, agents or subcontractors; fraud or fraudulent misrepresentation; or any other liability which cannot be limited or excluded by applicable law.

#### **19. Termination**

The Hotel may terminate this Event Contract without liability at any time on notice to the Client (and to retain the Security Deposit and recover from the Client on demand any losses that the Hotel suffers as a result of the termination to the extent that they exceed the Security Deposit) if:

- The Client fails to pay any monies when due to the Hotel;
- The Event (including its purpose or any of the Participants invited to the Event) may, in the opinion of the Hotel, prejudice the reputation of the Hotel or the Klarent Group;
- The Client is in breach of any of the provisions of this Event Contract; or
- The Client is an individual and he/she is declared bankrupt or the Client is a corporate body and it goes into administration, liquidation or is placed under the management of a receiver, receiver and manager or administrative receiver or is otherwise unable to pay its debts as they fall due or an event analogous to any of the above occurs in relation to the Client in any jurisdiction.

Termination of this Event Contract shall be without prejudice to the rights and remedies that the parties may have in respect of any prior breach.

#### **20. COVID-19**

Both parties acknowledge the ongoing COVID-19 crisis in the UK and acknowledge their obligations to comply with any official guidance from UK Government. The parties agree to communicate without delay any issues they may have in performing their obligations under the Event Contract as a result of COVID-19 or any government response to it.

The Client acknowledges that COVID-19 may require the Hotel to take (and the Hotel shall be entitled to take) one or more of the following measures for the safety of Hotel staff and/or Participants attending the Event:

- impose reduced maximum delegate numbers at the Event;

- limit food or drink availability;
- impose specific requirements regarding personal protective equipment such as the wearing of masks;
- restrict the numbers of overnight stays if applicable; and/or
- limit any planned entertainment for the Event;
- designate alternative entrance and exit routes.

In some circumstances Klarent may consider revising the booking fee as a result.

If, as at the date 8 weeks before the date for the start of the Event, specific government restrictions (including any national or regional lock-down) in connection with COVID-19 oblige the Hotel to keep the Event venue closed or prohibit the Hotel from holding events at the Event venue, then the Hotel may offer the Client an alternative date for the Event. If an alternative date cannot be agreed, the booking will be deemed cancelled, any Security Deposit will be returned in full with no further payment required, and the parties shall not have any further liability to each other.

If the Hotel is obliged due to specific government restrictions (including any national or regional lock-down) in connection with COVID-19 that come into effect after the period described above, to close the Event venue or to prohibit the Event from being held at the Hotel on the date(s) on which the Event was due to take place, the Hotel may offer the Client an alternative date for the Event. If an alternative date cannot be agreed, the booking will be deemed cancelled, any Security Deposit will be returned in full with no further payment required, and the parties shall not have any further liability to each other.

Where the Client is a consumer customer then, if as a direct result of COVID-19 infections or as a direct result of specific government-imposed restrictions made in connection with COVID-19, the Client demonstrates to the Hotel's reasonable satisfaction that the Client will be unable to provide at least 70% of the agreed Participant numbers (in circumstances where the Hotel is still willing and able to hold the Event) then the Hotel and the Client shall discuss the matter in good faith. In these circumstances, the Hotel may (but shall not be obliged to) agree to change the date of the Event, or to make a reduction in the Total Event Charges to reflect the reduced number of Participants, or to cancellation of the Event (and refund of pre-payments, net of any costs that the Hotel has either already incurred at the point of cancellation or which it is obliged to incur and cannot avoid). The Client shall notify the Hotel as soon as it becomes aware that this may be the case.

#### **21. Force Majeure**

In addition to the provisions of Article 19, the Hotel shall not have any liability to the Client to the extent that the Hotel is prevented or delayed in carrying out or fails to perform any of its obligations to the Client as a result of circumstances beyond the Hotel's reasonable control including (without limitation) government intervention, strikes, labour disputes, accidents, acts of God, national or local natural disasters (including flood, fire, explosion and earthquake), war, terrorism, epidemic, pandemic, or any event causing the whole or a substantial part of the Hotel premises to be closed to the public (each a "Force Majeure Event").

The Hotel will use reasonable endeavours to mitigate the effects of the Force Majeure Event and will promptly notify the Client of the circumstances giving rise to such Force Majeure Event. If the Hotel is unable to hold the Event as a result of a Force Majeure Event, the Hotel shall use its reasonable efforts to offer a substitute similar or comparable function space and accommodation under the control of the Hotel, or alternative dates for the Event to the Client. If the Client reasonably considers that the alternative space and accommodation or alternative dates are unsuitable then the Hotel shall be entitled to cancel the booking and refund all deposits and payments received and shall have no further liability to the Client.

#### **22. Severance & Waiver**

Each of the elements of these Terms & Conditions operates separately. If any court or relevant authority decides the whole or any part of any provision of the Event Contract is unlawful, the remainder of the Event Contract will remain in full force and effect.

If the Hotel does not insist immediately that you do anything you are required to do under these terms, or if the Hotel delays in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent the Hotel taking steps against you at a later date.

#### **23. Assignment**

The facilities and services contracted in this Event Contract are for the exclusive use of the Client and resale or rehire of the facilities and services or transfer by the Client of any of its rights or obligations under this Event Contract is not permitted without the prior written consent of the Hotel.

#### **24. Rights of Third Parties**

A person who is not a party to the Event Contract shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

#### **25. Governing Law & Jurisdiction**

This Event Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of Scotland.

Where the Client is not a consumer customer, each party irrevocably agrees that the courts of Scotland shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Event Contract or its subject matter or formation.

Signed by an authorised signatory for and on behalf of both the  
Client and HILTON EDINBURGH CARLTON

**Client**  
**Contact**  
**Title**  
**Signature**  
**Date**

Hotel  
Contact  
Title  
Signature  
Date