

Leonardo Hotels Management UK Ltd Meetings and Events Contract

1 Contract

- a) These Terms and Conditions apply to the booking made by the Client at the Hotel and, together with the Booking Agreement when signed by both the Hotel and the Client (or by the Client's agent on the Client's behalf), shall constitute the Contract between the Client and the Hotel. For the avoidance of doubt, no contract shall come into force or have effect, and the Hotel will have no obligations to the Client, until the Booking Agreement has been signed by both the Hotel and the Client (or by the Client's agent on the Client's behalf), each of the pages of this document are initialled by the Client (or by the Client's agent on the Client's behalf), and the final page is signed by the both the Hotel and the Client (or by the Client's agent on the Client's behalf), the method of payment agreed by the Hotel and, if applicable, the Deposit and / or the payment against a Pro Forma invoice received by the Hotel. Where the Client's agent signs the Booking Agreement 'For and on behalf of the Client', in the event of default by the Clients agent, the Client will assume the full responsibilities of the Client's agent under this Contract.
- b) This Contract shall be the only contract between the Client and the Hotel in relation to the Booking, and other verbal or written contracts or agreements shall not be recognised.
- c) The benefit of this Contract is personal to the Client and may not be assigned by the Client.

2 Rates

- a) Rates confirmed in the Meeting Contract are based on the details provided to the Client by the Hotel at the time of the Booking. Should the basis of any part of the booking change at any time following the date on which the Booking is made, an increase in rates may be applied by the Hotel.
- b) All rates specified in the Meeting Contract are inclusive of the prevailing rate of any applicable tax (VAT), should the VAT rate change this Increase/reduction will be passed onto the Client and, in the case of any increase, be paid by the Client.

BEDROOMS

3 Arrival and Departure - Bedrooms

Rooms will be available for occupation by Guests at the discretion of the hotel after 15.00 hrs on the day of arrival and must be vacated before 11.00am on the day of departure. Late check out after 11.00am can be requested by Guests subject to availability and may be charged by the Hotel at its discretion.

4 Rooming List - Bedrooms

A rooming list must be provided to the Hotel by the Client not less than 7 days before the date of arrival, in order for the Hotel to process for Guest arrival.

5 Room Drops and Porterage - Bedrooms

The cost of room drops and porterage is not included in the accommodation rates set out in the Booking Agreement. If any Client or Guest requires this service they should contact the Hotels' Meetings and Events Department on {insert number here} or by email at {insert email address here} quoting the reference number set out on the Booking Agreement not less than 28 days prior to arrival. Additional charges will be charged for the provision of this service and will be payable by the Client as part of an addendum to the Booking Agreement, or by the Guest upon departure.

6 Rooms - Bedrooms

- a) All Rooms have a maximum adult occupancy as follows:
 - (i) Single: 1 adult only;
 - (ii) Double, Twin or Family; 2 adults only;
 - (iii) Triple 3 adults only.
- b) The Hotel has a limited number of rooms suitable for guests with disabilities. It is the responsibility of the Client to specify whether any Guest requires such a room when returning the Booking Agreement.
- c) If any Guest, or any member of any Guest's party, smokes in a Room or anywhere within a Hotel where smoking is prohibited, the Hotel reserves the right to charge the Guest such sum as it is required to expend for specialist cleaning of the Room to make the Room fit for a no smoking environment.

DEPOSITS AND PAYMENT

7 Payment Misc.

- a) Unless the Client has an authorised credit agreement in place with the Hotel, the payment detailed in line with the deposit schedule will be required to be paid by the Client by BACS transfer to the Hotel' bank account at Natwest Bank Plc, PO Box 1727, 1 Redheughs Avenue, Edinburgh EH12 9JN; Account No 10000674; Sort Code; 50 42 56. Where the Client has an authorised credit agreement in place with the Hotel, all amounts are payable in currency local to the Hotel. It may be possible to pay by Credit or Debit cards if agreed with the Hotel in advance
- b) Where the Client has an authorised credit agreement in place with the Hotel and the total cost of the accommodation and meetings set out in the meeting contract exceeds the balance of the credit available under the authorised credit agreement, an invoice will be issued by the Hotel up to an amount not exceeding the balance of the credit available and the amount by which the cost of the accommodation exceeds the balance

then remaining shall be paid in line with the payment schedule detailed article (18b) by the Client by BACs Transfer to the Hotels bank account at Natwest Bank Plc, PO Box 1727, 1 Redheughs Avenue, Edinburgh EH12 9JN; Account No 10000674; Sort Code; 50 42 56.

- c) Where the Client has an authorised credit agreement in place with the Hotel but has failed to discharge any amount due under such authorised credit agreement in accordance with the terms of the authorised credit agreement, the Hotel reserves the right to issue an invoice for the full cost of the accommodation which shall be paid by the Client by BACs Transfer to the Hotels bank account at Natwest Bank Plc, PO Box 1727, 1 Redheughs Avenue, Edinburgh EH12 9JN; Account No 10000674; Sort Code; 50 42 56.
- d) Where Guests are to settle their own individual account upon departure, all amounts are payable in currency local to the Hotel.
- e) Where Guests are to settle their own individual account upon departure; by returning the signed Booking Agreement and credit or debit card details of each Guest the Client warrants, represents, undertakes and confirms to the Hotel that each Guest has authorised the Hotel and / or the Hotel to debit the relevant credit or debit card with all of the amounts due to the Hotel and / or the Hotel in respect of the Booking. Failure to make payment by a guest will result in the Client being liable for missing payment
- f) Save in cases where Guests are to settle their own accounts on departure, where a credit agreement is in place and the Hotel and Client have reached agreement that invoicing will take place after the stay, the Client will be liable to pay to the Hotel all charges incurred by or on behalf of or at the request of the Client, its guests, agents or employees, for any accommodation, food, beverage or any other goods or services provided by the Hotel, and the Hotel will calculate the sum actually payable in respect thereof. Failure to make payment by a guest will result in the Client being liable for missing payment
- g) The Hotel shall send an invoice to the Client showing the sum actually payable and the Client will pay the balance due (after deduction of any sums already paid in respect of the Booking) within 7 days of the departure date specified in the Meeting Contract.
- h) Any queries which the Client may have with regard to on any invoiced amount must be raised in writing by the Client with the Hotel within 7 days after date of invoice, otherwise the total amount specified in the invoice shall become payable.
- i) If the Client shall fail to pay all or any part of any sum due to the Hotel under this Contract on the due date for payment, the Client shall pay to the Hotel interest on any such overdue sum from the due date to the date of payment at 4% above Barclays Bank base rate on a daily basis.
- j) The Hotel may utilise the non refundable deposit or any other monies paid to it by the Client against any outstanding sum payable by the Client to the Hotel.
- k) Where Guests are to settle all or part of their own accounts on departure, the Guest will be liable to pay to the Hotel all charges incurred by or on behalf of or at the request of the Guest for any accommodation food, beverage or any other goods or services provided by the Hotel, and the Hotel will calculate the sum actually payable in respect thereof which the Guest will settle in full on or prior to departure.
- n) The Hotel accepts the following credit cards Amex, Visa, Mastercard, Maestro and Diners. Any payments made using any such credit cards may be liable to a surcharge of an amount equal to 2.5% of the total amount paid using the credit card.
- o) Where the Client is to settle by bank transfer, the liability for any additional charges due for international transfers shall fall to the Client. Transfers should include such additional funds as necessary to ensure that the full amount due is received by the Hotel's bank.

8 Cancellation Policy – Deposit and Payment

Should the Client cancel all or part of this booking, the hotel reserves the right to charge as per the Cancellation Terms detailed in article (18a.) which are fully enforceable, determined by the number of participants for your event, upon receipt of this signed contract

If accommodation is required, on presentation of the Final rooming list, 7 days prior to arrival, all unsold rooms will be released back to the hotel following written confirmation from the Client and cancellation charges will apply as above.

In the event that a booking, conference and / or accommodation is postponed, the client may, at the hotels discretion, be offered three alternative dates within 9 months of the date of postponement. If the offer is made by the hotel and the client confirms the booking for a later date the deposits paid will not be lost. Should the Client not be willing to commit to any of the dates offered, deposits paid will be fully forfeited to the hotel. For postponement of the event within 2 weeks prior to function date, the above cancellation charges in article (18a) will apply.

9 Commission – Deposit and Payment

The Company will pay any pre-agreed commission on pre-booked services payable on this booking, after the event.

10 Dedicated Meeting Rooms – Deposit and Payment

Prices are quoted based on services booked only. Additional services booked whilst in-house will be extra. The guaranteed number of attendees must be confirmed to the Conference & Banqueting Office not less than 7 days prior to the commencement of the function (or where the booking is taken less than 7 days prior to the event, immediately) and the charges payable will be based on this guarantee or those attending, whichever is greater.

11 Deposit Schedule – Deposit and Payment

A deposit schedule based on the estimated group value applies as laid out in article (18b.), Pro Forma invoices will be issued in line with this deposit payment schedule.

Failure to comply with the deposit schedule may, at The Company's discretion, result in the cancellation of the reservation.

12 Loss/Damage

- a) The Client shall indemnify and keep the Hotel and its directors, officers, employees, agents, representatives, successors and assigns fully and effectively indemnified from and against the full amount of any and all damages, proceedings, liabilities (including tax liabilities), demands, expenses, losses, compensation, fines, penalties, awards, claims, actions, proceedings, judgements, decrees, orders, directions, costs (including legal costs) and expenses (together with any amount in respect of value added tax) of whatsoever nature, howsoever arising (including, without limitation, any

professional fees, charges or expenses (together with value added tax thereon as aforesaid) incurred in investigating, obtaining advice with respect to, or resisting or appealing any fines, penalties, awards, claims, actions, proceedings, judgments, decrees, orders, directions, liabilities, losses, costs or expenses) suffered or incurred by the Hotel or which the Hotel become liable for, as a result of any negligent act or default of the Client or any Guest, arising directly or indirectly as a result of the Booking.

- b) Save in respect of death or injury caused by negligence, the Hotel shall not be liable for any loss or damage to property owned by, or in the custody of, the Client, or its guests, employees, agents or others. The Client is advised to arrange adequate insurance cover.
- c) The Client will not arrange for or accept the supply or provision of any goods or services at the Hotel by any other person except with the Hotel's prior written consent.

13 Food

All food will be removed from the room 1 hour 30 mins after serving in accordance with current health and safety guidance.

14 Frustration to Contract and Liability

- a) The Hotel shall not be liable to the Client or the Guest if it is prevented from carrying out any or all of its obligations by circumstances beyond its reasonable control, including government intervention, strikes, labour disputes, accidents, acts of God, national or local disasters, war, or any event causing the whole or a substantial part of the Hotel to be closed to the public. The Hotel also shall not be liable if it deems necessary to cancel an event due to potential reputational damage or risk to the safety of our staff caused by hosting an event.
- b) The Hotel's total liability to the Client or the Guest, as the case may be, and whether in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this Contract shall be no greater than the amount already paid by the Client or the Guest to the Hotel in respect of services specified in the Meeting Contract.
- c) Force Majeure & Frustration, Both parties, their owners, and operators shall not be held liable for failure to perform this Agreement by either party upon the occurrence of any circumstance beyond the reasonable control of either party. Such circumstances, including but not limited to disaster, fire, governmental regulation, civil disturbance, major civil disorders, war, terrorist acts and/or threats of violence, disease epidemics, public utility failure, acts of God, hurricanes, earthquakes, extreme weather, or any other comparable condition beyond the reasonable control of either party, their owners, or operators making it illegal, unsafe or impossible for either parties to perform their obligations hereunder. In addition if Government restrictions, either domestically or internationally, result in the group is not able to travel (either as a whole or part), the relevant numbers can be cancelled free of charge subject to receipt of confirmation from the relevant Government. If either Party becomes aware that any circumstances constituting Force Majeure have arisen or that any circumstances which may constitute Force Majeure may arise, it shall immediately notify the other party by telephone and/or by email. Each Party shall nevertheless use its reasonable endeavours to alleviate the effects of such circumstances constituting Force Majeure, including agreeing upon alternative arrangements.

15 Complaints

In the unlikely event that the Client or Guest has a problem during their stay it must be brought to the attention of the Hotel's management at the time to ensure that the Hotel has an opportunity to rectify the problem before departure. If the Client or Guest is not satisfied that the issue has been resolved fully all details should be submitted in writing within 7 days of departure to Customer Contact Centre, Leonardo Hotel Management UK LTD, 245 Broad Street, Birmingham B1 2HQ or by email at Customercontactcentre@leonardohotels.com.

16 Variation

Any variation to the terms of this Contract will only be binding if they are in writing and signed on behalf of the Hotel.

17 General Law

The provision of these terms and conditions and all disputes arising out of or in connection therewith shall be construed in accordance with and governed by English Law. Termination of Contract: The Company reserves the right to terminate this contract without prejudice to any other right it may have, in the event that The Client fails to comply with the terms of this agreement.

18 Cancellation Terms and Deposit Payment schedules

In each table below a guest is classed per attendee per 24-hour period

- a) Cancellation Terms: The table below will be applied in terms of cancellation based upon number of guests attending your event

Cancellation Charge Based on Guest Numbers

Cancellation Period Prior to Arrival Date	50 Guests or Less	51 - 150 Guests	151 Guests or More
Over 9 months			
9 months - 6 months		10% of contracted anticipated spend INC VAT	15% of contracted anticipated spend INC VAT
5 months - and 3 month		25% of contracted anticipated spend INC VAT	50% of contracted anticipated spend INC VAT
1-3 months	30% of contracted anticipated spend INC VAT	50% of contracted anticipated spend INC VAT	75% of contracted anticipated spend INC VAT
Between 2 weeks and 1 month	50% of contracted anticipated spend INC VAT	75% of contracted anticipated spend INC VAT	85% of contracted anticipated spend INC VAT
2 weeks or less	100% of contracted anticipated spend INC VAT	100% of contracted anticipated spend INC VAT	100% of contracted anticipated spend INC VAT

- b) Deposit Payment Schedule: The schedule below will be applied based upon the number of guests attending your event

Deposit Schedule based on Guest Numbers						
Deposit Schedule Period Prior to Arrival Date	50 Guests or Less	Cumulative	51-150 Guests	Cumulative	151 Guests or More	Cumulative
On signing of contract					5%	5%
3 months prior to arrival					25%	30%
2 months prior to arrival			50%	50%	50%	80%
1 months prior to arrival			25%	75%		
2 weeks prior to arrival	100%	100%	25%	100%	20%	100%

*If booking is made within 2 weeks of the arrival date full pre-payment is required

Signed on Behalf of the Client/Agent _____

Date _____

Authorised Signature _____

Name in Block Capitals _____

Position in Organisation _____

Signed on Behalf of Leonardo Hotel Management UK LTD

Authorising Signature _____

Name in Block Capitals _____

Position in Organisation _____