

## TERMS AND CONDITIONS

### 1. Definitions

'The Hotel' means the Hotel and premises known as Pullman London St Pancras, which is owned by Accor UK Business & Leisure Hotels Ltd

'The Client' means the organising body/company/individual responsible for commissioning and payment of the Event

'The Client's Requirements' means the Meeting Details and Meeting Schedule which are outlined in the Meeting Contract

'The Meeting Contract' / 'Conference and Event Contract' means the agreement between 'The Hotel' and 'The Client' for a specific booking or a series of bookings (each 'An Event'). These terms and conditions will form part of the 'Meeting Contract', together with any other specific terms stated in the 'Meeting Contract'

'Event' or 'Meeting' means any type of booking made by The Client that is using any area of The Hotel event, meeting and public space, accommodation and all other facilities

'Facilities' means those which are outlined within the Meeting Contract

'Total Event Revenue' means The Total Event Price as outlined in the Meeting Contract

'Additional Charges' means un-contracted costs incurred throughout the duration of the Meeting Contract

'Credit Card Details Form' means the form supplied to the client when additional charges are likely to be incurred

The 'Set Up' is as described within the Meeting Details section of the Meeting Contract

'Working Days' means Monday to Friday between the hours of 9.00 a.m. to 5.30 p.m.

'Accommodation Charges' means the room rate set out within the Accommodation Details section of the Meeting Contract

'Contracted Accommodation' means the accommodation referred to within the Accommodation Details section of the Meeting Contract

'Non Arrivals' means a reservation not cancelled within 24 hours of arrival

'Miscellaneous Services' means all other services provided by the Hotel which do not fall within the cost of the room rate

'Event Date' means the Event Details dates, which are outlined in the Meeting Contract

'Conference Coordinator' means employee of the Hotel responsible for the Meeting Contract

'Minimum Food and Beverage Spend' means minimum of food and beverage revenue contracted to the client as outlined by Minimum Number to be charged and any other agreement such as a bar station requirement as outlined in paragraph 7.6

### 2. Confirmation by Client

2.1 The Client is requested, after review of the Meeting Contract and terms and conditions, to sign and return to the Hotel by the requested date

2.2 The Hotel reserves the right to release all event space or bedrooms being held if a confirmation is not received within 48 hours of the Meeting Contract issue unless otherwise agreed. No cancellation fee shall apply in those circumstances. Reservations within 48 hours prior to the Event date must be confirmed immediately

2.3 The event, meeting space and bedrooms are not considered as a confirmed reservation until the Meeting Contract signed by the Client is received by The Hotel and only then will all the Client's Requirements reserved on the Client's behalf be confirmed and subject to the terms and conditions of the Meeting Contract.

2.4 The Facilities contracted in the Meeting Contract are for the exclusive use of the Client and its subsidiaries, and resale or rehire of the facilities are not permitted without the prior written consent of the Hotel

### 3. Amendment of Meeting Contract

3.1 The Meeting Contract is based on The Client's Requirements at the time of confirmation by the Client and will form part of the Meeting Contract. Any request by the Client wishing to amend part of the Meeting Contract must be made in writing to the Hotel

3.2 Any additional requirements the Client wishes to add to the Meeting Contract must be confirmed in writing at least 24 hours prior to the start of the Event. If the Hotel approves the amendment, it will only become binding once The Hotel confirms its agreement in writing. This agreement will form a part of the Meeting Contract

3.3 Upon signature of the Meeting Contract, any request by the Client to amend part of the Meeting Contract thus reduces

cing the overall revenue contracted by means of reducing minimum number of guests and/or accommodation and/or minimum catering price and/or access and vacate times, The Hotel reserves the right to amend the Meeting Contract and its prices to compensate against loss of revenue incurred from the original Meeting Contract

#### 4. Payment Schedule

- 4.1 Unless a credit account is approved by the Hotel, full payment is required within 14 days prior to the event starts.
- 4.2 All confirmation within 14 days prior to the event starts must be paid at the time of the confirmation or provide a valid guarantee of payment such as a credit card.
- 4.3 Payment for or in respect of any amendments of the Client's Requirements are subject to this clause
- 4.4 Cheques are to be made payable to Pullman London St Pancras and must be received no later than 14 days prior to the start of the event
- 4.5 BACS details are available on request
- 4.6 The Hotel reserves the right to charge The Client interest on late payments at a compound rate of 0.5% pa for each month, or part month when the payment is overdue
- 4.7 If the Client is likely to incur Additional Charges on the day(s) of the Event, such charges must be paid by a pre-authorized credit card during the event. Details of any such card must be supplied to the Hotel upon signature of this contract by completing a 'Credit card details form'
- 4.8 Once the bill has been issued, any questions relating to the final invoice are to be addressed to the Conference Coordinator at the Hotel within 14 days of the event departure date, after which date any queries will not be considered
- 4.9 The VAT on this contract is set at the current VAT rate. Any change in the current rate of VAT will be reflected in a change to the rates referred to overleaf.

#### 5. Room Set Up

The Client agrees that the Set Up of contracted meeting space is as described in the Meeting Contract (included in Layout section). Should the Client ask to make substantial amendments to the Set Up whilst on site, the Client will be responsible for payment of any subcontractors' costs

#### 6. Minimum Numbers

- 6.1 Minimum numbers for each event are agreed at the time of contracting and will form part of the Meeting Contract
- 6.2 If there is a reduction in numbers by the Client, the Hotel reserves the right to change the Event Space and Meeting Space allocated

#### 7. Banqueting

- 7.1 Minimum Food and Beverage Spend will be agreed at the time of confirmation and there is an obligation on the Client to pay all costs relating to the Minimum Food and Beverage Spend
- 7.2 Minimum catering numbers must be received at the Hotel no later than 14 days prior to the event. This number may be increased up to 48 hours prior to the Event subject to the capacity of the Event Space contracted or alternative space being available
- 7.3 All special dietary requirements must be received by the Hotel in writing no later than 3 Working Days prior to the event. No additional charges will be incurred for such meals and these will be charged at the agreed menu price per person
- 7.4 If notification of special dietary requirements i.e. kosher, vegetarian etc is received less than 3 Working Days prior to the event an additional charge of 50% of the agreed menu price will be charged for each meal provided
- 7.5 No food or drink is to be brought into The Hotel without prior written agreement from the Hotel
- 7.6 There is a minimum bar spend of £500 when a bar station is requested.

## 8. Accommodation Contracted

8.1 All bedrooms allocated will be the hotel standard bedroom unless otherwise stated that

8.2 Hotel check-in time is after 2:00 p.m. on the day of arrival

8.3 Check out time is at 12:00 midday on day of departure. Check out after this time will incur additional charges details of which can be obtained from the Hotel reception desk

8.4 All individual reservations must be guaranteed by using a valid credit card or by full pre-payment deposit of the Accommodation Charges

8.5 Rooming Lists detailing the names of all delegates staying overnight must be received at the Hotel no later than 14 Working Days prior to arrival

8.6 If for any reason any accommodation is not available, The Hotel will supply the Client with alternative accommodation. That accommodation will be of an equal or superior standard and at the same agreed rate.

The Client shall be bound to accept such alternative accommodation without accepting the terms of this agreement. The Client shall not be entitled to bring any claim on its behalf or on behalf of its clients.

8.7 The 'Accommodation Contracted' is provisionally reserved. If the signed Meeting Contract has not been received within 7 days of the Issue Date as defined in the Meeting Contract, the Hotel reserves the right to release the accommodation

8.8 If additional rooms are required above the offered number, these will be subject to the best unrestricted rate of the day

8.9 All Non Arrivals will be subject to the cancellation clause

## 9. Accommodation Allocation

9.1 The accommodation detailed above will be provisionally held. The Hotel is under no obligation to inform the Client when releasing all bedrooms detailed above that are not reserved and guaranteed by the date here under shown in the release dates schedule. All reservation requests received after this date will be subject to availability of the room and rate

9.2 The Client is responsible to inform the Hotel immediately of any changes/cancellations to the rooming list.

9.3 Release Dates Schedule:

9.3 Please refer to the end of this contract for the release schedule applicable to this booking.

## 10. Guests paying own account

10.1 If the Client supplies Rooming List, payment details are to include the full name & credit card details for each individual who is responsible for settling the room & Miscellaneous Services. All guests must present a credit card on check-in /registration.

10.2 All individual charges including the Room Rate and charges incurred through the use of Miscellaneous Services must be paid prior to departure

10.3 Any reservations cancelled within 72 hours prior to arrival will forfeit one night's room charge

10.4 Any non arrivals will be charged for the full duration of the reservation

10.5 The Hotel reserves the right to debit a credit card given as a guarantee if The Client fails to pay on departure

## 11. Reservations & Payment

Individuals responsible for settling their own accounts on departure should make their reservations direct to The Hotel (by telephone, fax or email) quoting the Event or Meeting Name

## 12. Cancellation by the hotel

12.1 The Hotel may cancel the booking if (a) the booking may prejudice the reputation of the Hotel; (b) the Hotel becomes aware of any deterioration in the Client's financial situation such that The Hotel reasonably considers The Client may not be in a position to fulfil its obligation under the terms of the Meeting Contract

12.2 The Hotel may charge the Event cancellation charges in the event of any cancellation under Clause 13.1

### 13. Cancellation by the Client of the Event

13.1 In the event of cancellation of events and/or accommodation, charges will be applied to the Client, based on guest numbers and rates contracted in the Event Contract.

13.2 All notices of cancellations must be received in writing from the Client and will take effect from the date of receipt by The Hotel

13.3 Cancellation charge percentages will be calculated on the Total Event Revenue but any payments previously made in relation to the Event will be accounted for in the cancellation charges owing

13.4 Cancellation charges are exempt of VAT

13.5 Please refer to the end of the contract for the cancellation charges applicable to this booking.

13.6 The hotel will make all reasonable endeavours to resell the cancelled event space and accommodation. If the event space or accommodation is resold, the Hotel will take this into consideration when calculating the cancellation charges

### 14. General

14.1 The Client shall not use the Hotel's name or trademarks without its prior written permission and all material bearing such Hotel information must be approved in writing by The Hotel prior to publication. This includes the use of any material on the Internet. The Hotel shall not use Client's name, trade names, trademarks, service marks, or logos, registered or unregistered ("Proprietary Marks") in publicity releases, Hotel company lists, advertising, or in any capacity or purpose, without express, prior written consent of an authorized officer of Client. If prior written authorization for use of Proprietary Marks is given by Client the term and limitation of use in such written consent, will govern.

14.2 External signage is subject to the Client obtaining Local Authority approval. Signage within the hotel premises is to be agreed prior to the Event

14.3 The Client undertakes to dismantle and remove all signs and advertisements erected and affixed in or about the Hotel at the close of the Event, leaving the Hotel in the same state of repair as upon arrival. Failure to do so will result in payment of damages subject to a surveyor's quotation

14.4 The Client and persons acting on their behalf and attending the Event shall:

14.4.1 Not act in an abusive manner to other guests or staff, arrive and leave promptly at the appropriate times as detailed in the Event Contract and obey any reasonable requests from employees of the Hotel

14.4.2 Not bring live animals into the Hotel without the prior written consent of the Hotel

14.4.3 Adhere to all Noise Abatement Requirements when entering and leaving The Hotel

14.4.4 Use access doors and lifts as indicated by the employees of the Hotel

14.4.5 Not carry out any electrical or other works at the Hotel, including the installation of audio visual equipment without the Hotel's prior written consent

14.4.6 Comply with all licensing laws and other regulations relating to the Hotel

14.4.7 Not affix any materials of any kind to walls, doors or the fabric of the Hotel

14.4.8 Not use any public areas of the Hotel for the display of promotional literature or signage without the Hotel's prior approval

14.4.9 Pay for any damage to the fabric of the Hotel, including carpets and walls where such damage is caused by the Client's guests, its' agents and servants and which will be charged at the full replacement value

14.4.10 Ensure that all people entering The Hotel in relation to the Event are suitably attired

14.4.11 Comply with the Hotel requests to exclude any persons from the Event whom the Hotel deems to be unacceptable to enter the Hotel, including any entertainers and contractors

14.4.12 Not arrange for the delivery of, or deliver any goods or materials to the Hotel unless servants or agents of the Client are available and ready to accept delivery. In any other circumstances, The Hotel will not take any responsibility nor be liable for any loss incurred by the Client.

14.4.13 Not to make any alterations to the premises or to remove any of the Hotel's furniture or fixtures

### 16. Commission - Applicable to Agents Only

16.1 The Hotel will only pay commission to those agencies who are certified members of IATA or HBAA

16.2 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 received by the same agent

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

16.4 Commission is payable on pre-

contracted business only, based on the 'final number' of guests confirmed and as per the commission percentage stated on the Meeting Contract. Excludes contracted Audio Visual requirements and any other sub-contracted services agreed.

## 17. Health and Safety

17.1 'Exhibition Event': The Client must clear and remove all its own rubbish, refuse and other materials not belonging to The Hotel from the premises so that the premises are clean and tidy as found on arrival, at the close of the event. Should the Hotel incur expenses as a result of clearing rubbish left by the Client, such expenses will be charged to the Client

17.2 The Client is responsible at all times for the safety and security of any items belonging to them and brought to the Hotel and the Hotel will not in any circumstances be liable to the Client for any loss or damage to any such item howsoever arising

17.3 The Client is advised to consider arranging insurance for the Event, covering Public Liability and Loss or Damage to its property and that of any person attending the event

17.4 The Client will not store or place on the premises or in The Hotel any flammable, combustible or objectionable substance or liquid

17.5 The Hotel will be liable to the Client and persons attending the event for injury to persons or loss or damage where and to the extent that the Hotel has been negligent but otherwise will be under no liability to the Client whatsoever, however arising

17.6 The Client undertakes to comply with all statutory, local authority, and standards institutions regulations, standards provisions, requirements, codes of practice, recommendations and laws for the time being in force that are applicable to the use of the Hotel Facilities as contracted by the Client

17.7 All event floor plans are to be received by The Hotel no later than 14 days prior to the Event. All such plans are subject to the approval of the Hotel and where appropriate the Local Authority

17.8 The Hotel has the right to remove and dispose of any goods or articles remaining on the premises after the Event

17.9 The Client will contract security personnel to safeguard all equipment belonging to the Client or any of its affiliated parties during the Event.

## 18. Termination

18.1 The Hotel reserves the right to terminate the Meeting Contract:

18.1.1. If the Client fails to pay monies when due to the Hotel as per the Payment Schedule as referred in clause 4

18.1.2 If the Client is in breach of any of the provisions (including the Terms and Conditions) of the Meeting Contract;

18.1.3 If the Client goes into liquidation or is placed under the management of a receiver, receiver and manager, or administrative receiver.

## 19. Force Majeure

If the Hotel is prevented from carrying out its obligations to the Client in relation to the Meeting Contract by circumstances beyond its reasonable control including (without limitation) government intervention, strikes, labour disputes, accidents, acts of God, national or local disasters or war or any event causing

the whole or a substantial part of the Hotel be closed to the public the Hotel will either

19.1 Substitute similar or comparable function space and accommodation or

19.2 Cancel the booking and refund all deposits and payments received and have no further liability to the Client

## 20. English Law

English Law will govern the Meeting Contract.

## 21. Cancellation Charges:

Should the client have to cancel, or reduce the numbers for its booking, a charge will be made calculated as a percentage of the total gross booking value, according to the scale highlighted below:

Cancellation/Notification Period (percentage):

More than 12 months prior to event date - no charge

Between 12 months and 6 months prior to the event - 30%

Between 6 months and 3 months prior to the event - 50%

Between 3 months and 1 month prior to event - 75%

Less than one month prior to the event - 100%

All cancellations/reductions in numbers should be confirmed in writing by the client. Any costs incurred for a particular event, that otherwise would not have been incurred, will be charged in the event of a cancellation unless the hotel is able to mitigate the cost, (eg. audio visual equipment, staff booked for the function, food, printing, any floral decoration and any photographer(s), musicians(s) and other entertainer(s) and toastmaster(s) etc. engaged.)

Terms & Conditions for Allocation Bookings:

- A. Allocation release date will be 8 weeks prior to the Event - Any remaining unsold rooms will be released with no penalty.
- B. Any subsequent bookings made after the final release date will be subject to availability and at our best available rate.
- C. Booking process: each delegate will make a booking either by e-mail or on the phone. Written confirmation will be sent to the client for each booking or the Travel Agent can collect all the data and pass this on to us before the release date.
- D. Full amount of stay is payable in advance by credit card at the time of booking. The full deposit is not refundable even if the booking is cancelled or modified.
- E. An allocation Agreement signed will have to be signed between the Travel Agency/Company and the Hotel, the Travel Agency/Company will have to inform the client of the T&Cs attached to the offer.

## 22. Frustration of the contract

If for reasons beyond the reasonable control of the Hotel the event or meeting area so reserved cannot be made available to the Client, the Hotel reserves the right to substitute similar or comparable event or meeting area for the function and such a substitution shall be accepted by the Client as satisfactory performance by the Hotel of its obligation hereunder to provide the event or meeting so reserved.

## 23. EVENT ORGANISER AGREES TO:

23.1 To perform an inspection of the theatre premises on the morning of each event. Immediately following the inspection the Event organiser shall provide Accor with a written description of the premises, the Equipment or the Contra reporting any existing damage (if any). Accor may decide to participate in the inspection. In the case that no written description is provided to Accor, the Parties shall consider that the theatre premises, Equipment and Contra are in perfect state of repair on the first day of the event.

23.2 Immediately to make good any damage caused by the exercise of the rights granted by this Agreement.

23.3 To keep Accor / the Hotel indemnified against all costs, expenses, demands, claims, damages, losses and any other liabilities that the Hotel may incur or suffer:-

23.4 In the event that Accor or another company is contracted to use the Theatre during the booking period, the fixtures and fittings of Accor or another company will remain on the stage. Accor / the Hotel will use all reasonable endeavours to liaise with the Event organiser to avoid any disruption.

23.5 In the event of shared use of the stage the theatre client/Accor will provide a minimum cleared space of approximately 8.5 m from the front edge of the stage. Theatre/Accor properties and equipment will be stored in the wings and in the remaining stage area covered by a curtain.

23.6 Where there is shared use of the stage, on the same day, the event organizer must hand the stage back to the theatre by 6pm.

23.7 It is a legal requirement for you to have Public and Employers Liability Insurance (cover to £10 Million), a Health and Safety Policy and to complete your own Risk Assessment for the activities over which you have control.

23.8 To obtain all necessary licenses, permission, insurance and copyright required for the event and to indemnify Accor against any actions.

## 24. LIGHTING

24.1 The Event organiser shall not interfere with, move, alter or damage the existing lighting rig in the Shaw Theatre unless agreed in writing by Accor. Rates for the use of such equipment will be quoted accordingly.

## 25. SOUND

25.1 The Event organiser shall provide and pay for all sound requirements for the Event to include hire, get-in, rig, focus, operation, de-rig and get-out except for the sound equipment.

25.2 Accor will provide 1 technician from 8.00- 5.30pm, Monday – Friday only included in your room hire, however we do not provide a technical team. This technician is to ensure the Shaw Theatre lighting and sound is working for your event. Please ensure you have appropriate staff to manage the aspects of your event including a second technician to run your presentation.

## 26 TECHNICAL MATTERS

26.1 Weekends and Public Holidays technicians will be chargeable and quoted separately.

26.2 No access to the auditorium or backstage areas is permitted without either a technician provided by Accor or a technician approved by Accor and an Accor employee being present.

26.3 Where any technician works in excess of 6 hours they must be given a suitable (Working Time Directive) break and this will count towards the total number of hours. It is the event organisers responsibility to ensure a break is allocated.

26.4 The technician is entitled to refuse the use of any equipment which does not meet statutory or Accor health and safety requirements.

26.5 The Event organiser shall not use, remove or install any electrical items in connection with the Event without prior written agreement from Accor and subject to such terms and conditions as may be required.

26.6 The Event organiser shall maintain all electrical items in accordance with the provisions of the current Electricity at Work Regulations 1998 and smaller electrical items must comply with BS. 7909:1998.

26.7 The Event organiser shall ensure that all scenery, curtains, costumes and properties brought into the Theatre and/or used in the Event conform to standard fire regulations BS. 5867 part 2, a fire retardant certificate must be submitted for each material used.

26.8 The Event organiser shall comply with all sound restrictions imposed on the Theatre by the Local Environmental Health Officer and Camden Council Licensing Authority.

26.9 The Event organiser shall not overload the electrical power systems in the Theatre.

26.10 The Event organiser shall ensure that all agreed technical equipment has secondary safety fittings and all rigging, flying and means of suspension complies with the current LOLER Regulations 1998.

26.11 The Event organiser shall not permit any naked flames, hazardous special effects, explosives, highly inflammable spirits, fireworks, pyrotechnics and smoke machines of any description to be brought into the Theatre and used in the Event without written approval from Accor and the provision of an appropriate certificate from Camden Council.

## 27 Independent Contractor.

27.1 The parties are and shall be independent contractors to one another, and nothing herein shall be deemed to cause this agreement to create an agency, partnership, or joint venture between the parties.

## 28 Indemnification.

28.1 Hotel shall procure and maintain at its sole expense, policies of insurance with reputable insurance company, including comprehensive general liability coverage and employer's liability and general liability coverage in accordance with the ACCOR's Group policy"