INTERCONTINENTAL
LONDON – THE O2

MEETING TERMS & CONDITIONS 1/6

Definitions

1. 'The Hotel' means The Hotel and premises known as InterContinental London - The O2.
2. 'The Client' means the organising body/company responsible for commissioning and payment of the Event.
3. The '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 'Event Contract', together with any other specific terms stated in the 'Event Contract'.
4. An 'Event' means any type of booking made by The Client that is using any area of The Hotel event and public space, accommodation and all other facilities.
5. 'InterContinental London - The O2' – trading as the InterContinental London - The O2, is part of Arora International Hotels.

Confirmation by Client

6. The Client is requested, after review of the Event Contract and terms and conditions, to sign and return to The Hotel within 7 days of the Event Contract Issue Date as defined in the Event Contract.
7. The Hotel reserve the right to release any event space or bedrooms being held, if the confirmation referred to in clause 6 is not received by the date stated. No cancellation fee shall apply in these circumstances. If other enquiries are received by The Hotel for the same dates, we may contact you earlier for confirmation, at the sole discretion of The Hotel.
8. The event space and any bedrooms are not considered a confirmed reservation until the signed Event Contract and Terms and Conditions is received by The Hotel.
9. The facilities contracted in the Event Contract are for the exclusive use of The Client and its subsidiaries, and resale of the facilities is not permitted without prior consent from The Hotel.

Amendment of Event Contract

10. The Event Contract is based on The Client's requirements at the time of confirmation by The Client and will form part of the Event Contract. Any request by The Client wishing to amend part of the Event Contract must be made in writing.
11. Any additional requirements The Client wishes to add to the Event Contract, once signed, must be confirmed in writing at least 5 working days prior to the start of the event. The Hotel will issue The Client an amendment to contract, which will form a part of the Event Contract (upon signature of the Event Contract, any request by The Client to amend part of the Event Contract, thus reducing 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 Event Contract and its prices to compensate against loss of revenue incurred from the original Event Contract.

Terms of Payment

12. Unless otherwise agreed, all events are to be pre-paid in full or valid credit card details to be provided.
13. Cheques are to be made payable to ***InterContinental London - The O2*** and must be received no later than 14 days prior to the start of the event.
14. BACS details are available on request.

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Schedule of Payment

15. An amount equal to 10% of the total event revenue is due upon signature of the Event Contract.
16. An amount equal to 40% of the total event revenue is due 90 days prior to the event date.
17. Payment of the final 50% of the total event revenue is due 30 days prior to the event date.
18. For all events confirmed 29 days or less prior to the event date, are to be pre-paid in full upon signature of the contract.
19. Payment of any additional requirements that have been added as part of the Event Contract falls into the schedule, here above mentioned.
20. Please be advised there may be a 3% charge if payments are made by credit card for balances over £10,000
21. The Hotel reserves the right to charge The Client interest on late payments, at a compound rate of 2% for each month, or part month that the payment is overdue.
22. If The Client is likely to incur additional charges on the day(s) of the event, such charges must be paid by a pre-authorised credit card prior to departure. Details of any such card must be supplied to The Hotel a minimum of 7 days prior to the event, by completing a 'Credit Card Details Form'.
23. All amounts invoiced must be settled within 14 days of event departure. Failure to do so will result in interest charges being applied at a rate of 2% per annum above the base rate charged by ***Nat West Bank Plc*** at that time.
24. All questions relating to the final invoice should be addressed to the Accounts Manager at The Hotel within 14 days of the event departure date.

Room Set Up

25. The Client agrees that the set up of contracted meeting space is as described in the Event Contract. Should The Client ask to make amendments to the set up whilst on site and such amendments are deemed by The Hotel as being extensive, an additional charge will be applicable, according to the need of The Hotel to bring additional manpower to meet The Client's demand.

Damage to property

26. The Client will ensure that nothing is affixed to the floors, walls, ceilings or columns of The Hotel and its events space through the use of nails, screws, tape, drawing pins or other means, or suspended from the roofs or ceilings thereof, unless previously agreed in writing with the Event Manager.
27. Please be aware that any damage to the fabric of The Hotel will be charged at the full replacement value, where such damage is caused by The Clients' guests, its agents and servants.

Minimum Numbers

28. Minimum numbers for each event is agreed at the time of contracting and will form part of this Event Contract.
29. Reduction in the minimum food and beverage spend may result in additional room hire charges being applied, equal to the value of the reduced food and beverage spend.
30. In the case of a reduction in numbers by The Client, The Hotel reserves the right to change the event space allocated, without being liable for any claim or compensation to the customer.
31. If minimum numbers should not be reached at the function, a charge will be levied, calculated by multiplying the difference between the minimum guaranteed numbers and the actual number reached, by the total net average spend achieved for the function.
32. 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.

Banqueting

33. Minimum food and beverage spend will be agreed at the time of confirmation.
34. Confirmation of all details is required twenty-one (21) days prior to the Function.
35. All special dietary requirements must be received at The Hotel no later than three (3) working days prior to the event. Additional charges may apply for such meals.
36. If notification of special dietary requirements i.e. kosher, vegetarian etc is received less than 2 days prior to the event an additional charge of 50% of the agreed menu price will be charged for each meal provided.
37. No food or drink is to be brought into The Hotel without prior agreement and additional charges may be applied where consent is given.
38. Minimum bar spend of £500 is applicable when a cash bar is requested.
39. Private social events will require The Client to use approved Caterers from The Hotels preferred list, unless agreed otherwise.
40. A 12.5% discretionary service charge will be automatically added to the final costs for the events catering for less than 1000 people. 10% will be added for events between 1000 and 2000 people and 7.5% for events above 2000 people.

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a. Accommodation Contracted & Guaranteed

41. All bedrooms allocated will be the InterContinental Superior bedrooms that offer one queen size double bed or a twin bed unless otherwise arranged.
42. Hotel check-in time is after 14:00 on the day of arrival for groups up to 150 rooms. For groups of 150 + then the check in time will be 17:00.
43. Check out time is before midday on day of departure; check out after this time will incur additional charges.
44. All individual reservations must be guaranteed by a valid credit card holder or full pre-payment deposit of the accommodation charges.
45. Rooming lists must be received at The Hotel no later than 21 working days prior to arrival.
46. If for any reason any accommodation is not available, The Hotel will supply the Customer and their clients with alternative accommodation. That accommodation will be of equal or best available and at the same agreed rate. The Client shall be bound to accept such alternative accommodation without affecting the terms of this agreement. The Client shall not be entitled to bring any claim on its behalf or on behalf of its clients.
47. The number of rooms agreed will be provisionally reserved. If the signed Event Contract has not been received within 7 days of the Issue Date, as defined in the Event Contract, The Hotel reserves the right to release the accommodation.
48. If additional rooms are required above the offered number, these will be subject to availability of the room and rate at the time of booking.
49. All 'no-shows' or non-arrivals will be charged at the full contracted rate.

Guests paying own account

50. All individual charges must be settled prior to departure.
51. The Hotel reserves the right to debit a credit card given as a guarantee, if The Client fails to pay on departure.

Reservations & Payment

52. Individuals responsible for settling their own accounts on departure should make their reservations direct to The Hotel (by telephone, fax or email), quoting a given reference number.
53. All bookings must be guaranteed by individual credit card or advance deposit. Any reservation cancelled within 72 hours prior to arrival, or no shows, will forfeit one night's room charge.
54. The individual guests are responsible for their accommodation and any related extra charges. Every reservation must be guaranteed by the individuals' credit card at time of booking or prepayment (cash/cheque). The following information is required: Credit card holders full name, credit card number & expiry date, issue number where applicable, billing instructions and guest name if different from the credit card holder. A debit form will also need to be signed by the credit card holder.

Cancellation by The Hotel

55. 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 Event Contract.
56. The Hotel may charge the event cancellation charges in the event of any cancellation under clauses (a) and (b) set out below.
57. Cancellation terms during the pre-opening period to be referred to Pre-Opening section below.

a. Cancellation by The Client

58. In the event that The Client has to cancel all or part of the event, cancellation charges will apply.
59. Cancellation charges will be applied to each day of the event, based on guest numbers and rates contracted in the Event Contract.
60. All cancellations must be received in writing from The Client and will take effect from the date of receipt by The Hotel.
61. Cancellation charges are exempt of VAT at the prevailing rate.
62. Meeting space:

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i.	More than one year prior to the event date	No Charge
ii.	Between twelve and nine months prior to the event date	25% of the total revenue
iii.	Between nine and four months prior to the event date	50% of the total revenue
iv.	Between four and three months prior to the event date	75% of the total revenue
v.	Within three months of the event	100% of the total event

b. Cancellation of Guaranteed Accommodation

63. If the Customer cancels any booking or part of a booking at any time, or if this agreement is terminated for any reason, the Customer shall promptly pay the following cancellation fees:

i.	More than one year prior to booking:	No cancellation charge
ii.	One year – nine months prior to arrival	25% of total accommodation
iii.	Nine months – four months prior to arrival	50% of total accommodation
iv.	Four months – two months prior to arrival	75 % of total accommodation
v.	Within two months of the booking	100% of total accommodation

General

64. The Client shall not use The Hotel's name or trademarks without 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.
65. The company reserves the right to sell the meeting space after your contracted tenancy hours. If the customer would like to retain the space after this time, a charge would apply.
66. The Client's attention is drawn to musical copyright protected by Phonographic Performance Ltd, and the Performing Rights Society.
67. Credit facilities will only be extended to approved holders who spend in excess of £1000 on any one event.
68. 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, making good should there be any damages caused and as The Hotel may consider necessary.
69. The Client and persons acting on their behalf and attending the event shall:
    - i. Not act in a disorderly manner, arrive and leave promptly at the appropriate times as detailed in the Event Contract and obey any reasonable requests from employees of The Hotel.
    - ii. Not bring live animals into The Hotel without prior written consent.
    - iii. Punctuality must be adhered to when referring to starting and leaving times of the event. In a case of breach The Client may be liable to additional costs for disturbance of future events.
    - iv. Adhere to all noise abatement requirements when entering and leaving The Hotel.
    - v. Use access doors and lifts as indicated by employees of The Hotel.
    - vi. Not carry out any electrical or other works at The Hotel, including the installation of audio visual equipment without The Hotel's prior consent.
    - vii. Comply with all licensing laws and other regulations relating to The Hotel.
    - viii. Not use any public areas of The Hotel for the display of promotional literature or signage without The Hotel's prior approval.
    - ix. Ensure that all people entering The Hotel in relation to the event are suitably attired.
    - x. Comply with The Hotel requests to exclude any persons from the event whom it deems to be unacceptable to enter The Hotel, including any entertainers and contractors.
    - xi. 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 thereof. As well as timely and managed collection of event products and materials.
    - xii. Not to make any alterations to the premises or to remove any of The Hotels furniture or fixtures.
    - xiii. In regards to licensing and regulations The Client must ensure that there is no illegal betting or gaming within the premises.
    - xiv. If an Event will involve the holding of a lottery of raffle or similar, the Client would need to register in accordance with the Lotteries and Amusements act 1976.
70. Whilst The Hotel has taken all reasonable steps to ensure that the information contained in its brochures, leaflets and advertisements is accurate, it reserves the right to alter, substitute or withdraw any services, facilities or amenities, without notice.

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Health and Safety

71. The Client must clear and remove all rubbish, refuse and other materials not belonging to The Hotel from the premises, so that the premises are completely clean and tidy 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 recharged to The Client.
72. 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.
73. The Client must, when requested, be able to provide full details of the agenda, names of the guests and third parties.
74. All electrical and audiovisual equipment must comply with the current IEE regulations and safety standards current at the time of the function. Utility connection and consumption charges will be payable by customer where appropriate.
75. 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.
76. The Client will not store or place on the premises or in The Hotel any flammable, combustible or objectionable substance or liquid.
77. All externally organised performers must be in possession of public liability insurance.
78. Special equipment and activities such a pyrotechnics, smoke machines and dry ice, must be approved a minimum of 21 days before the event.
79. 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.
80. 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.
81. All event floor plans are to be received at The Hotel no later than 14 days prior to the event date. All such plans are subject to The Hotel and where appropriate, Local Authority approval.
82. The Hotel has the right to remove and dispose of any goods or articles remaining on the premises after an event without any liability whatsoever.
83. The Client is required to contract security personnel for Arora Ballroom events to ensure the safeguard of valuable pieces of equipment being displayed by the company or any other parties during the event. The Hotel security can provide recommendations for suitable security agencies to meet all requirements.
84. Intercontinental London - The O2's Fire, Life, Health Safety & Security requirements in compliance with Greenwich Council Licensing Guidelines are that for an evening event, where alcohol is permitted, S.I.A. licensed door personnel must be in attendance from 20:00 until finish. Officers must be contracted from an S.I.A. accredited agency; all are trained in First Aid, Conflict Management and Fire Safety. Rates are £30.00 per person per hour hour and Bank Holidays will be charged at double the daily rate. The minimum requirements are as follows:
    i. Up to 250 persons 1 Officer.
    ii. A minimum of 6 throughout build / breakdown when the entire ballroom is contracted.

Termination

85. The Hotel reserves the right to terminate this agreement:
    i. If The Client fails to pay monies when due to The Hotel as per the Schedule of Payment as referred in clause 15, 16, 17, 18, and 19.
    ii. If The Client is in breach of any of the provisions (including the Terms and Conditions) of this agreement.
    iii. If The Client goes into liquidation or is placed under the management of a receiver, receiver and manager, or administrative receiver.

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Force Majeure and Liability

86. If The Hotel is prevented from carrying out its obligations to The Client in relation to the Event Contract by circumstance beyond it's reasonable control, including (without limitation) government intervention, strikes, labour disputes, accidents, bomb threats 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.
    i. Substitute similar or comparable function space and accommodation or
    ii. Cancel the booking and refund all deposits and payments received and have no further liability to The Client.
87. The Hotel does not accept any liability for, loss of, or damage to, any object, equipment, furniture, stock or other property of any sort brought onto the premises by the customer or hired by The Hotel, on the customers behalf, except for any loss or damage due to sole negligence. The Client acknowledges that any of the above items or property, will remain under the control of The Client and that The Client is in the best position to insure such property, and accordingly it is reasonable that The Hotel excluded liability for such items referred to.

English Law

88. English Law will govern this agreement.

Important Notice:

Please note that all pricing and charges in this contract are inclusive of VAT at the current rate (except when stated).
Any further changes in VAT implemented by the government will also apply (in addition) at the prevailing rate.

Client authorised signature

Name: **Title:** **Date:**

InterContinental London – The O2 authorised signature

Name: **Title:** **Date:**

Initialled: _____Date:_____Hotel

Initialled: _____Date:_____Client