

THE DILLY LONDON

CONFERENCE AND EVENT TERMS & CONDITIONS

DEFINITIONS USED IN THIS CONFERENCE AND EVENT AGREEMENT

Client. You or you means the corporate entity responsible for commissioning and payment of the Event, as specified in the Event Agreement.

Event means the booking using an area of the Hotel's event and public space, guest rooms, facilities and F&B, specific details of which are set out in this Agreement and the Schedule of Event.

Event Addendum means an addendum to the Schedule of Event, as agreed by Client and Hotel.

Hotel, We, we or us means the entity who owns the hotel where the event will take place, as set out above.

Planner or Meeting Planner means a meeting planner, travel agent or other agency who performs services that result in the Client booking business at the Hotel.

Event Agreement means the Appendix to this agreement, setting out the details of the Event.

ALL RATES ARE QUOTED IN GBP.

TOTAL NUMBER OF GUEST ROOM NIGHTS RESERVED

All guest room rates are quoted exclusive of breakfast and exclusive of appropriate national and local taxes unless stated otherwise in the Event Agreement. Please note that rates of tax are subject to change and you will be responsible for payment of taxes applicable at the time of your event (as well as any rate increases resulting from tax increases).

ROOM HIRE & EVENT DETAILS

All food and beverage and meeting room rates are quoted exclusive of breakfast and inclusive of appropriate national and local taxes which unless stated otherwise in the Event Agreement. Please note that rates of tax are subject to change and you will be responsible for payment of taxes applicable at the time of your event (as well as any rate increases resulting from tax increases).

The Client shall pay the Hotel for any food, beverages and other services not expressly set out in the Event Agreement but made available on request of the Client during the Event.

TERMS OF PAYMENT

Unless credit (Direct Billing) is established, Planner will pay the estimated amount of the Master Account 100% prior to arrival. Please note cheques are no longer accepted as a method of payment.

All electronic wire transfers should be made to the attention of:

Account Name: Archer Piccadilly Ltd.
Bank: HSBC UK BANK PLC
Sort Code: 40 05 20
Accounts Number 51847740
Address: 69 Pall Mall, London, SW1Y 5EY
IBAN: GB47HBUK40052051847740
Swift Code: HBUKGB4BXXX

Please use Date of Event and Name for reference

In the unlikely event that the hotel's bank account details change, the hotel will send you an official communication. If you receive any communication relating to changes to these details, we strongly recommend you contact your sales or event management contact by phone to verify the accuracy of the communication prior to making any payments

CREDIT CARD:

Your booking is not fully confirmed until a credit card to guarantee payment is received. All charges that Planner is responsible for will be charged to such credit card at departure. Companies with approved credit do not need to provide credit card details.

ADDITIONAL SPEND:

On or before the Arrival Date, the Client will confirm to the Hotel in writing the names of those attendees who the Client considers to be authorised to sanction additional spend at the Event over and above the contracted amounts.

RESERVATION METHOD – APPLICABLE FOR GUEST ROOM ONLY

All the guest rooms provided for in your room block will be reserved on a definite basis for you upon signing of this agreement. At least 7 days prior to your main arrival date you shall provide to the Hotel either (1) a rooming list detailing names of guest for each guest room type and date of arrival and departure, or (2) individual reservations by means of a personalized online group (POG).

If you fail to provide such rooming lists to the Hotel by such date you may continue to hold the guest rooms by making advanced payment in full of total anticipated revenue. If you fail to either provide such rooming lists or make advanced payment in full of total anticipated revenue by such date the Hotel will be entitled (but not obliged) to release all or any such unconfirmed rooms in its sole discretion. Rooms released in this way shall be covered by the Reduction in Numbers clause. Advance payments will be refunded by the Hotel after completion of your Event if rooms you paid for in advance were later paid for by your attendees.

COMMISSION (APPLICABLE TO AGENTS ONLY)

The Hotel will only pay commission to those agencies who are certified members of IATA, TIDS or HBA unless agreed and contracted otherwise. Commission will be paid on all revenue rooms occupied and paid for by attendees that were reserved as part of the established Client block at the special Client rates contained in this agreement. Commission will be paid in a single payment to the travel agent/meeting planner as identified in the Event Agreement ("Planner"). Once an official agent has been designated, commission (in the amount set forth in the Event Agreement) will be paid to that agent unless the Hotel receives notice in writing before the commencement of the Event and signed by the Client and the previously designated Planner that the commission is to be paid to some other person or entity. Commission will be paid after receipt by the Hotel of full payment for the Event and of a valid commission invoice, but the Hotel has no obligation to take any action to collect funds to be paid as commissions. The Client and Planner agree to take full responsibility for determining whether disclosure of the commission is required and for making such disclosure if it is required. The Client and Planner further agree to reimburse the Hotel for any fees, costs, liabilities or expenses that the Hotel incurs should any person claim disclosure was insufficient.

OUTSIDE FOOD AND BEVERAGE

Client may not bring any food or drink into Hotel for use during the Event, unless agreed in writing, in advance with Hotel.

CANCELLATION

The Hotel shall have the right to cancel the booking if the Planner fails to pay any instalment of the deposit on the due dates despite receiving written notice to pay from the Hotel. If the Hotel exercises its right to cancel the booking for failure to make payment the Planner shall be liable for the cancellation charges in respect of the booking calculated in accordance with the table set out above by reference to the date from which the Hotel exercises its right to cancel. In such circumstances credit will be given for any instalments of the deposit already received from the Planner.

Billing will be based on contracted and or actual numbers, whichever is the greater.

If Planner cancels the booking, Planner will provide written notice to Hotel, accompanied (except in the case of a Force Majeure) by payment of the cancellation charges indicated below. The parties agree that the amounts included in this cancellation clause are reasonable estimates of the losses that would be incurred by Hotel and factor in Hotel's ability to mitigate its losses through resale. Any deposit payments by Planner shall be deducted from any cancellation fee payable in accordance with this provision

This agreement may be cancelled by the Hotel without penalty or liability for a good reason, if in the sole discretion of the Hotel the presence of the Planner would pose a risk to the safety of the guests in the Hotel or the public at large or if for any reason whatsoever (such as repair or refurbishment or damage due to fire) the facilities required for the event are unavailable on the date or dates of the Planners booking and no other suitable facilities are available.

FROM THE AGREEMENT DATE	CANCELLATION POLICY
From contracting – 30 days	<ul style="list-style-type: none"> • 10% applicable bedroom rate of each bedroom night released • 10% of contracted conference rates • 10 % negotiated room hire Subject to Hotel discretion
30-8 days prior to event	<ul style="list-style-type: none"> • 75% applicable bedroom rate of each bedroom night released • 75% Total Food & Beverage plus 75% of contracted conference rates • 75% negotiated room hire Subject to Hotel discretion
7-1 days prior to event	<ul style="list-style-type: none"> • 100% applicable bedroom rate of each bedroom night released • 100% Total Food & Beverage plus 100% of contracted conference rates • 100% negotiated room hire

RELOCATION:

Should the Planner make significant changes to the program, in terms of numbers and/or dates, this may result in amendments in the applicable rates and/or facilities offered by the Hotel in relation to the new criteria.

USE OF EVENT AND FUNCTION SPACE:

To protect the safety and security of all Hotel guests and property, Planner will obtain Hotel's advance written approval before using items in event and function space that could create noise, noxious odors or hazardous effects and before engaging in any activities outside of the reserved function rooms (e.g., registration table). Planner will obtain any required Fire Marshall or other safety approvals and will pay any expenses incurred by Hotel as a result of such activity, such as resetting smoke or fire alarms or unusual cleanup costs.

OUTSIDE CONTRACTORS

Should you elect to utilise outside contractors or sub-contractors on the Hotel premises during your Event, you must notify the Hotel of your intention to use such providers at

least 10 calendar days in advance of your Event. All outside contractors must (1) adhere to the Hotel's rules (including but not limited to health and safety regulations and rules) and (2) must sign a hold harmless, indemnification and insurance contract in the form currently in use at the Hotel for similar outside contractors and provide proof of insurance in amounts acceptable to the Hotel (amounts and types of insurance may be changed or increased in the Hotel's sole discretion based on the type of services the outside contractor will be providing) before they will be allowed to provide services on the Hotel premises. The Hotel reserves the right, at its sole discretion, to require any outside contractor or sub-contractor to be removed from the Hotel. The Hotel reserves the right to charge additional fees based on your specific needs.

RESPONSIBILITY AND INSURANCE

The Client accepts liability for loss and/or damage caused by its employees and temporary workers, agents, contractors, sub-contractors, as well as by participants to the Event. The Client will obtain and keep in force the appropriate insurance, a certificate or proof of which may be requested by the Hotel. The Client may, at its option, purchase insurance to cover its decorations, special objects and other property. The Hotel has no insurance for and, to the fullest extent permitted by applicable law, the Hotel shall not be responsible for any damage to or loss of the Client's property. The Client accepts the responsibility to insure the mentioned property and comply with all fire regulations; in case of doubt, the Hotel may request a certificate of compliance from the local fire authorities. If required, in our sole judgment, in order to maintain adequate security measures in light of the size and/or nature of your function, you will provide, at your expense, security personnel supplied by a reputable licensed guard or security agency doing business in the city or country in which we are located, which agency will be subject to our prior approval.

PROMOTIONAL CONSIDERATIONS

We have the right to review and approve any advertisements or promotional materials in connection with your function that specifically reference any name or logo of the Hotel brands.

GOVERNING LAW AND ARBITRATION

This agreement is governed by and is to be construed in accordance with the laws of the jurisdiction where the Hotel is located. All disputes arising out of or in connection with this agreement shall be resolved by arbitration in the jurisdiction in which the Hotel is located under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules.

The arbitration shall be conducted in English and this agreement will be governed by and interpreted pursuant to the laws of the jurisdiction in which the Hotel is located.

COMPLIANCE WITH LAWS

Company agrees to comply with all applicable national and local laws, including but not limited to, health and safety laws and regulations, anti-terrorism laws and regulations. Company agrees to cooperate with Hotel and any relevant governmental authority to ensure compliance with such laws. Company represents, warrants and agrees that it is currently, and at the time of the event which is the subject of this contract will be, in compliance with all applicable national or local regulations or laws. The Hotel may cancel this Agreement without any liability if in the Hotel's sole, reasonable determination, Hotel believes that it is necessary to do so in order to comply with its obligations under applicable laws, rules or regulations.

INDEMNIFICATION AND LIMIT OF LIABILITY

The Client shall at all times be liable for, indemnify and hold harmless the Hotel (together with its employees, servants and agents) from and against any and all claims, liability, loss, damages, fines, costs, legal costs, professional and other expenses of any nature whatsoever incurred or suffered by the Hotel arising out of or connected with

your Event, except those caused by the sole negligence or wilful misconduct of the Hotel. Notwithstanding any other term of this agreement, the Hotel's aggregate liability arising out of or related to this agreement, whether for breach of contract, warranty or undertaking or under any indemnity, in tort, for negligence or otherwise shall not at any time exceed the total fee for rooms and food and beverage as set out in this agreement. Nothing in this Agreement is intended nor shall it be construed as an attempt by any party to exclude or limit its liability for any liability which cannot be excluded or limited under applicable law, including without limitation its liability for death or personal injury caused by its negligence or for its fraudulent misrepresentation.

SUCCESSORS AND ASSIGNS

The commitments made by the Client will be binding on its successors and assigns. In the event that the Client assigns, sells, conveys, pledges or otherwise disposes of all or substantially all of its assets (collectively referred to as "assignment"), by operation of law or otherwise, this agreement and the obligations herein must also be assigned to and assumed by the successor organisation, subject to approval by the Hotel. In the event such an assignment is contemplated, the Client agrees to notify the Hotel at least thirty days in advance of the planned close of the assignment transaction of the entities involved. The Hotel will thereafter have 20 calendar days in which to notify the Client if assignment is approved.

FORCE MAJEURE

Neither party shall be responsible for failure to perform this agreement if circumstances beyond their control (including, but not limited to, acts of God, shortage of commodities or supplies to be furnished by the Hotel, or governmental authority) makes it illegal or impossible for the Hotel to hold the Event.

SECURITY:

In the event Hotel does not provide security the function space and all personal property left in the event or function space is at the sole risk of the owner. Planner will advise its attendees that they are responsible for safekeeping of their personal property.

A compulsory charge for security for all events held in the Georgian and Adams Suite and the Oak Room and Oak Lounge, and Terrace Restaurant will be made according to the following number of security personnel required:

50 to 100 guests: 1 Security Officer
100 to 200 guests: 2 Security Officers
200 to 300 guests: 3 Security Officers

Charges for security officers are £220.00 including VAT, per 8 hours shift, per officer and £20.00 per hour thereafter. The Security officer must be provided by the Hotel.

MISCELLANEOUS

The parties agree that for purposes of this agreement and any amendment or modification thereto, or for any other notice or communication between the parties, signatures sent or received by facsimile transmission will be considered as enforceable and valid as an original signature by the party signing. The effective date of communications between the parties will be determined as follows: (1) Communications sent by courier will be effective as of the date of receipt as evidenced by the courier company; (2) Communications sent by first class mail (or local equivalent), recorded delivery or registered post shall be effective as of 9:30 am on the second clear day after the date of posting; (3) Communications sent via facsimile will be considered effective as of the date and time on the facsimile confirmation sheet retained by the sender. This agreement, with exhibits attached hereto (if any), upon signature by both parties below constitutes the entire agreement between the parties and may not be amended or changed unless done so in writing and signed by Hotel and Client. The undersigned expressly agree and warrant that they are authorised to sign and enter into this agreement on behalf of the party for which they sign.