

These Terms and Conditions apply to all Event Agreements for the provision of all Event types. These are to be applied to the exclusion of all other terms and conditions which the Client may purport to apply or which may appear in any promotional literature.

1. DEFINITIONS

In these Terms and Conditions, unless the context otherwise requires:

- 11 **'Act'** means the Hotel Proprietors Act 1956;
- 12 **'Applicable Law'** means all applicable national and international laws, regulations, regulatory requirements, guidelines and codes of practice of any relevant jurisdiction, as amended and in force from time to time;
- 13 **'ARH'** means accommodation and room hire;
- 14 **'Arrival'** means the first day of the Event, as specified in the Event Agreement;
- 15 **'Banquet Event Order'** or **'BEO'** means the banquet event order provided by the Hotel and approved by the Client setting out the final details of the Event. For the avoidance of doubt, if more than one banquet event order in relation to the same Event has been issued, **'BEO'** shall mean the last banquet event order provided by the Hotel and approved by the Client in relation to the Event;
- 16 **'Client'** or **'You'** means the entity responsible for the commissioning of and payment for the Event pursuant to the Event Agreement;
- 17 **'Day Delegate Rate'** or **'DDR'** means the eight-hour package per day, per guest/delegate attending the Event which includes food and beverage and plenary room hire;
- 18 **'Event'** means a specific booking or series of bookings of any type for the use of the Facilities, details of which are set out in the Event Agreement and the BEO;
- 19 **'Event Agreement'** means the agreement in writing between the Hotel and the Client (as amended from time to time) setting out details of the Event and into which these Terms and Conditions shall be incorporated together with any other specific terms stated in the Event Agreement;
- 110 **'Event Date'** means the date on, or the period during which, the Event is intended to take place as specified in the Event Agreement;
- 111 **'F&B'** means food and beverage;
- 112 **'Facilities'** means such area of the Hotel to be utilised for the Event whether public space, accommodation, facilities or otherwise as set out in the Event Agreement;
- 113 **'Guest Number'** means the higher of (i) the minimum number of guests/delegates specified in the Event Agreement for each element of the Event, (ii) the number of guests/delegates as specified in the BEO, or (iii) the actual number of guests/delegates which attended the Event;
- 114 **'Hotel'** or **'We'** means the hotel(s) referred to in the Event Agreement;
- 115 **'Intellectual Property Rights'** means all patents, trademarks, service marks, trade names, goodwill, registered designs, design rights, database rights, copyrights, images and logos and other forms of intellectual or industrial property (in each case in any part of the world, whether or not registered or registrable for their full period of registration with all extensions, renewals and revivals, and including all applications for registration or otherwise), confidential information (including know-how or secret processes), rights in computer software and any similar or equivalent rights and assets which may now or in the future subsist anywhere in the world;
- 116 **'Issue Date'** means the date of issue of the Event Agreement;
- 117 **'Premises'** means the premises of the Hotel including but not limited to the Facilities;
- 118 **'subsidiary'** has the same meaning as that contained in the Companies Act 2006; and
- 119 **'Twenty Four Hour Rate'** or **'24HR'** means the all inclusive package rate which includes food and beverage (as included in the Day Delegate Rate and dinner), plenary room hire and accommodation per twenty four hour period, per guest/delegate attending the Event.

2. CONFIRMATION BY CLIENT

- 21 You are requested to review the Event Agreement and then, if in agreement with its terms and with these Terms and Conditions, to sign and return it to the Hotel within 7 days of the Issue Date or as otherwise may be specified in the Event Agreement.
- 22 We reserve the right to release the Facilities to other clients if the confirmation referred to in Clause 2.1 above is not received by the date stated. If a proposed Event Date falls within 7 days of the Issue Date, We may at our sole discretion contact You at any time after the Issue Date for immediate confirmation as to whether or not the Event is to proceed.
- 23 Once both You and We sign the Event Agreement it shall become binding upon us both.
- 24 No public announcement of the Event shall be made by the Client until We have received the Event Agreement countersigned by the Client.

3. RIGHT OF ENTRY

- 31 The Facilities, excluding public spaces, will be made available for the exclusive use of the Client and its guests only for the Event Date. The resale or sub-letting of the Facilities is not permitted without the prior written consent of the Hotel.
- 32 For the duration of the Event Date, the Premises shall remain at all times in the possession, management and control of the Hotel and We reserve the right of entry for the Hotel's duly authorised officers, agents, employees and contractors to all parts of the Premises at all times.
- 33 The rights granted to the Client in the Event Agreement shall not operate or be deemed to operate as a demise of the Facilities and do not create a relationship of landlord and tenant. The Client shall not have or be entitled to any right, estate or title in the Facilities or any other part of the Premises save as expressly given in the Event Agreement.

4. GUEST NUMBERS

- 41 The Event Agreement shall specify the anticipated number of guests You expect to attend the Event and the minimum number of guests We will accept for each element of the Event. In the event that the actual number of guests attending the Event drops below the minimum numbers specified in the Event Agreement, You shall pay for the total amount of the DDR, 24HR, F&B and ARH (as applicable) calculated by reference to the minimum numbers (as set out in the Event Agreement) (excluding VAT) and for the avoidance of doubt, cancellation charges as set out in Clause 8 shall not apply to any shortfall in minimum numbers specified in the Event Agreement.
- 42 The final number of guests attending the Event must be notified to the Hotel at least 7 working days prior to Arrival and will be reflected in the BEO. Any changes to the final number of guests attending the Event after this time will only be accepted at the sole discretion of the Hotel.
- 43 The chargeable amount for guests will be calculated according to the Guest Number.
- 44 The Hotel reserves the right to refuse to accept additional guests to those set out within the Event Agreement or, if different, the BEO.

5. EVENT DETAILS

- 51 Any proposed amendments to the arrangements for the Event shall be requested in writing to the Hotel at least 3 working days prior to Arrival. Any such request is subject to acceptance at the sole discretion of the Hotel.
- 52 The Facilities allocated by the Hotel for the Event are dependent upon Guest Numbers. If either the anticipated or confirmed number of guests drops below the minimum number of guests set out in the Event Agreement or, if different, the BEO, the Hotel reserves the right in its sole discretion to (i) change the Facilities allocated to the Event, (ii) relocate the Event to an alternative venue located in an equivalent or a higher star rating hotel or (iii) impose additional charges.
- 53 The Hotel reserves the absolute right to re-allocate or re-assign the Facilities with others located in an equivalent or a higher star rating hotel if the Hotel has in its sole discretion a reasonable operational reason for doing so. We will give You prior written notice of such re-allocation or re-assignment as soon as we become aware of such operational reason.
- 54 The Event shall start and finish at the time set out in the Event Agreement or, if different, in the BEO and neither the Client, nor its guests or associated persons shall be allowed into the Facilities outside these times. If the Hotel in its sole discretion allows access outside the times set out in the Event Agreement or the BEO, to the extent applicable, the Client shall be liable for additional charges.
- 55 The Client shall ensure that during the Event all corridors, staircases, passageways, entrances and exits are kept entirely free from obstruction in accordance with the Hotel's health and safety policies.
- 56 Neither the Client nor its guests are permitted to bring any food or drink into the Hotel for use during the Event unless agreed in writing in advance with the Hotel. Any such agreement will be subject to certain disclaimers and additional charges at the sole discretion of the Hotel.
- 57 The Client shall pay the Hotel for any food, beverages and other services requested and/or utilised by its guests during the Event and which are not provided for in the Event Agreement or in the BEO. Such additional food, beverages and services shall be invoiced to the Client by the Hotel following the conclusion of the Event and such invoiced sums shall be payable within 14 days of the date of invoice.
- 58 The Client shall inform the Hotel in writing if any of its guests have any food allergies or food intolerances at least ten working days prior to Arrival. The Hotel will supply allergen ingredient data relating to any menu items to be supplied at the Event within two working days of such request.
- 59 The Client undertakes to comply with any and all statutes or statutory instruments and the like concerning licensing and the provisions of any entertainment relevant to or provided at the Event.
- 510 There shall be present throughout the Event Date a person or persons, being the Client and/or a nominated representative of the Client, who shall accept responsibility for ensuring the effective control and supervision of the Facilities and all persons therein and for compliance with these Terms and Conditions, and the name, address and status shall be communicated to the Hotel at the commencement of the Event.
- 511 The Client and/or its nominated representative shall remain on the Premises until the Event is finished and shall be responsible for ensuring that all guests of the Event shall vacate and be clear of the Premises at the time of termination of the Event (as set out in the Event Agreement or, if different, in the BEO).

- 512 For weddings the Hotel may apply additional terms and conditions which shall be incorporated into the Event Agreement and the BEO.
- 513 The Hotel operates in compliance with the Disability Discrimination Act 2005 (as amended). The Client must make known to the Hotel as soon as is reasonably practicable and in writing any requirements necessary to meet the needs of disabled guests.

- 514 The Client shall obtain public liability insurance for all Events with an indemnity limit of i) not less than one million pounds (£1,000,000) for the duration of the Event where there are 250 guests/delegates or less attending the Event or ii) not less than five million pounds (£5,000,000) for the duration of the Event where there are 251 guests/delegates or more attending the Event. The Client shall provide evidence of such insurance policy four weeks in advance of the Event together (or such later date as may be agreed by the Hotel in its sole discretion) with confirmation that such insurance is current and any premiums have been paid.

**Park Plaza Hotels
United Kingdom
Terms and Conditions for Events**

- 515 The Hotel will maintain for the duration of the Event public liability insurance and employers' liability insurance with a reputable insurer and, upon the Client's written request, shall provide evidence of such insurance policy.
- 6. **RESTRICTIONS ON USE**
- 61 We reserve all Intellectual Property Rights of PPHE Hotel Group Limited and/or any of its subsidiaries and any derivations of the same and nothing in the Event Agreement or these Terms and Conditions shall be deemed to assign such Intellectual Property Rights or other rights.
- 62 If anything offered for sale or exhibited in any of the Facilities is considered by the Hotel in its sole discretion to be likely to be undesirable, in breach of copyright, unsuitable or dangerous to any person or property inside or outside such Facilities, it shall on request be removed by the Client forthwith.
- 63 Except with the prior written approval of the Hotel, the Client shall not permit any animal or bird to enter or remain on the Premises provided that this condition shall not apply to a guide dog accompanying a visually impaired person.
- 64 Smoking is not permitted anywhere within the Premises.
- 7. **BEDROOM ACCOMMODATION**
- 71 Accommodation allocations, room types, numbers of rooms, room rates and release dates (where appropriate) are set out in the Event Agreement.
- 72 Rooming lists must be received by the Hotel in writing at least 14 days prior to Arrival unless specified otherwise in the Event Agreement.
- 73 Any guaranteed rooms for guests who fail to arrive for the Event on Arrival (or, if later, on the agreed arrival date for such guests) will be charged to the Client at 100% of the room rates, inclusive of VAT as set out in the Event Agreement.
- 74 Any guest who chooses to stay additional nights will be charged for such nights at the prevailing room rate of the Hotel from time to time and the guest shall pay for such additional nights upon check-out from the Hotel unless the Hotel is otherwise informed by the Client and confirmed by the Hotel.
- 75 In order to comply with regulations regarding the sharing of personal data, we can only share the names and room numbers of guests who have booked directly with us, where the guests have expressly consented to the same. Should you require this information we can provide a form for you to confirm the names of the individuals and their consent to share their room number and dates of stay (**'Guest Reservation Information'**) with you. This form sets out that You further agree to reimburse the Hotel and any of its affiliates for any costs, damages, fees or expenses of any kind arising from any claim(s) by a guest relating to the Hotel's or any of its affiliate's disclosure of any guest's reservation information to You and/or your representative(s). The Hotel shall provide the Guest Reservation Information strictly in accordance with applicable data protection laws. Where the Hotel or its affiliates become aware of evidence of intended misuse of the Guest Reservation Information (or a failure of the Client to adhere to this paragraph), the Hotel shall not provide any information. Where you have booked rooms directly for guests, we can provide you with the room allocation and room numbers per each guest booking you have made.
- 8. **CANCELLATION BY THE CLIENT**
- 81 If the Client has to cancel or postpone an Event, or part of the Event (e.g. a meal, accommodation, duration of the Event or hire of Event space) or otherwise change the Event Date, cancellation charges will apply.
- 82 All cancellations must be received by the Hotel in writing from the Client and will take effect from the date of receipt by the Hotel.
- 83 Cancellation charges will be calculated as a percentage of ARH, DDR, 24HR and F&B (as applicable) and determined by reference to the date of cancellation and the Guest Number, as shown in the table below. Cancellation charges will be applied to each day of the Event and for each relevant part of the Event being cancelled.
- 84 All cancellation charges are specified and payable inclusive of VAT and will be based upon the rates specified in the Event Agreement or in the BEO, save that if no specific rates are stated in the Event Agreement or in the BEO, the prevailing rates from time to time in force for the provisions of such services and/or products will be applied by the Hotel.

Applicable Cancellation Period	Guest Number		
	30 or less	31-69	70+
More than 366 days prior to arrival	No cancellation charges apply	No cancellation charges apply	10% of contracted value apply
365-274 days prior to Arrival	No cancellation charges apply	No cancellation charges apply	25% of contracted value apply
273-182 days prior to Arrival	No cancellation charges apply	50% of contracted value apply	50% of contracted value apply
181-91 days prior to Arrival	No cancellation charges apply	75% of contracted value apply	75% of contracted value apply
90-30 days prior to Arrival or less	90% of contracted value apply	90% of contracted value apply	90% of contracted value apply
30 day or less	100% of all charges	100% of all charges	100% of all charges

- 85 In addition to the cancellation charges due under this Clause 8, the Client must reimburse the Hotel for any expenditure incurred in respect of any cancelled booking including (but not limited to) any costs, charges or penalties as a result of having to make consequential cancellation of its own arrangements with third parties in relation to the Event.
- 86 Any additional services set out in paragraph 3 of the Event Agreement shall be subject to cancellation charges at 100%.
- 87 Where cancellation charges are payable, the Hotel shall invoice the Client for such cancellation charges at the time of cancellation and such sums invoiced shall be payable by the Client within 14 days of the date of invoice.
- 9. **ACCOMMODATION ATTRITION**
- The Hotel accepts the following reductions in the number of bedrooms without charge. In the table below, **'Confirmed Number'** means the number of bedrooms per day as set out in the Event Agreement or, if subsequently reduced pursuant to this Clause 9, the balance thereof. For the avoidance of doubt, the following attrition rates are calculated on a non-cumulative basis.

365 to 182 days prior to Arrival	Client can reduce up to 5% of the Confirmed Number
181 to 91 days prior to Arrival	Client can reduce up to 5% of the Confirmed Number
90 to 45 days prior to Arrival	Client can reduce up to 5% of the Confirmed Number

10. CANCELLATION BY THE HOTEL

- 101 The Hotel may cancel the booking if, at the Hotel's reasonable discretion, the Event may prejudice the reputation of the Hotel.
- 102 The Hotel may at its sole discretion levy cancellation charges in accordance with Clause 8 in the event of any cancellation under this Clause 10.

11. CREDIT

- 111 Credit facilities will only be made available by the Hotel to the Client subject to a satisfactory check on the Client's current credit status. A Credit Application Form is available upon request from the Hotel.
- 112 The Hotel reserves the right to re-check the Client's credit status at any time before the commencement of the Event and reserves the right to increase at its sole discretion the amount of any deposit paid or payable and/or of any pre-payment should there be a negative change in the Client's financial status. You expressly and irrevocably consent to the Hotel conducting any such checks at its sole discretion from time to time.
- 113 On conclusion of the Event, or in the circumstances of a cancellation by the Client in accordance with Clause 8, the Hotel shall tender to the Client an invoice setting out any outstanding balance due to be paid from the Client to the Hotel, such sum to be paid by the Client to the Hotel within 14 days of the date of invoice.
- 114 If payment of any invoice is not received within the time specified within the Event Agreement or these Terms and Conditions, We reserve the right to charge interest at the rate of 4% above the Bank of England base rate per month on the outstanding amount or a rate of interest pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 as may be appropriate at our sole discretion.
- 115 Any payments made pursuant to the Event Agreement shall be made in full without any set-off or deduction whatsoever.

12. DEPOSIT AND PRE-PAYMENT

- 121 Unless otherwise agreed in the Event Agreement, the deposit is payable as per the schedule outlined in the table below:

Days prior to event start date	Percentage of contracted value
On signing	10%
365 days prior to Arrival	15%
273 days prior to Arrival	25%
181 days prior to Arrival	25%
90 days prior to Arrival	15%
30 day or less	10%

- 122 Any deposit paid by the Client shall be set off against any cancellation charges due under clause 8.
- 123 If credit facilities have been agreed by the Client and the Hotel, then the Hotel may at its sole discretion waive or reduce the requirement for deposit or pre-payment.
- 124 Should the Client fail to pay any deposit or pre-payment in accordance with Clause 12.1, the Hotel may treat the booking as cancelled by the Client and levy cancellation charges as set out herein.

13. AGENTS AND AGENT COMMISSION

- 131 Where the Agent signs on behalf of the Client, the Agent shall procure that the Client complies with the Event Agreement and warrants that if there is a breach by the Client of the Event Agreement the Agent shall pay any relevant damages to the Hotel (including cancellation and attrition fees as set out herein).
- 132 The Hotel will only pay commission to those agents who are certified members of IATA, TIDS or HBAA.
- 133 Commission will only be paid to a certified agent where (a) the agent was the first to introduce the Client to us with the authority of the Client, (b) subsequent written confirmation is received by the same agent and (c) the name of the agent is specified in the Event Agreement (the "Agent").
- 134 If two or more agents are involved in the enquiry and booking process, commission will only be paid to the Agent (as named in the Event Agreement).
- 135 The Client and the Agent agree to take full responsibility for determining whether disclosure of the commission payable to the Agent is required and for making such disclosure if it is required. The Client and the Agent further agree to reimburse the Hotel for any fees, costs, liabilities or expenses that the Hotel incurs should any person claim disclosure was insufficient.
- 136 Commission is payable only on pre-contracted F&B, room hire, the Day Delegate Rate, the Twenty Four Hour Rate and accommodation (each as set out in the Event Agreement) based on the lower of (i) the minimum number of guests set out in the Event Agreement, and (ii) the actual number of guests attending the Event. Commission is payable on rates exclusive of VAT and any service charge.
- 137 Commission will be paid after, and is subject to, the Event taking place and receipt by the Hotel of a valid commission invoice. Notwithstanding, where the Agent signs the Event Agreement as the Client, commission will only be paid by the Hotel after receipt in full of payment for the Event and a valid commission invoice submitted within six months of the last Event Date.
- 138 Commission is payable on the Event detailed in the Event Agreement to which these Terms and Conditions are enclosed.
14. **SERVICE CHARGE**
- 141 The Hotel shall add a discretionary 12.5% service charge to all pre-contracted sales of:
- (a) beverages served during the Event when served in the Facilities; and
 - (b) food and beverages served in any restaurant or bar within the Hotel.
15. **ADVERTISING AND DECORATIONS**
- 151 Posters, banners and advertisements on the Premises may only be hung or, affixed or displayed at the times and locations and in the manner agreed in advance with the Hotel.
- 152 The Client shall not cause or permit any person connected with the Event to drive any nails, screws or other fixings into the walls or floors or into any furniture or fittings or do or permit to be done anything likely to cause damage to the Premises, furniture or fittings.
- 153 The Hotel reserves the right in its sole discretion to remove any poster or decoration visible outside the Premises which in the opinion of the Hotel is unseemly or unsightly.
- 154 Naked flames, smoke making machines, indoor fireworks and pyrotechnics will not normally be permitted in the Premises. Any applications for the use of such items shall be made in writing and it is at the sole discretion of the Hotel to allow such items. Additional charges may be levied in association with any approval of such items.
16. **FORCE MAJEURE**
- 161 Neither party shall be liable for any breach of these Terms and Conditions and/or the Event Agreement directly or indirectly caused by circumstances beyond the reasonable control of that party (including, but not limited to, acts of God, shortage of commodities or supplies to be furnished by the Hotel, government authority, pandemic declared in the city where the Hotel is located, a material curtailment of air transportation into or out of the United Kingdom, armed conflict or terrorist attacks in the city in which the Hotel is located) and which makes it illegal or impossible for that party to hold or attend the Event (as applicable), provided that a lack of funds, downturn in general economic conditions or insufficient funds shall not be regarded as a circumstance beyond that party's reasonable control ("Force Majeure Event"). Where there is a Force Majeure Event, the affected party shall deliver a written notice to the other party setting forth the basis of the Force Majeure Event within two (2) working days after being made aware of the Force Majeure Event.
- 162 The Parties acknowledge that Force Majeure is intended to apply only to acts of God which prevent the Parties from performance of their obligations under this Agreement. Where conditions do not rise to the level of a Force Majeure Event, but are such that performance can be reasonably deemed to be materially frustrated, and the impacted party exercises all reasonable care to perform their obligations under this contract, the other Party shall use commercially reasonable efforts to cooperate with the impacted Party to mitigate losses and damages relating to the other Party's failure to perform under this Agreement. For the avoidance of doubt, economic downturn and reduced economic viability of performance does not excuse performance for either Party.
17. **GENERAL**
- 171 When delivering the Event, the Hotel shall comply with Applicable Law. The Parties agree that the Hotel shall be entitled to make such changes to the Event in order to safeguard compliance with Applicable Law.
- 172 The Hotel shall not be liable for any loss or damage to property of the Client (or any of its guests) except as set out in the Act. In no circumstances shall the Hotel be liable to You in respect of any indirect or consequential losses or any loss of profits howsoever arising.
- 173 The Client shall procure that its guests shall not enter areas of the Hotel which are indicated as being closed to the public. The Hotel shall not be responsible for death, personal injury or loss or damage to property suffered by a guest entering such areas.
- 174 The Client shall repay to the Hotel on demand the cost of reinstating or replacing any part of the Premises or any property whatsoever belonging to the Hotel in or upon the Premises which shall be damaged, destroyed, stolen or removed during the Event.
- 175 Nothing in these Terms and Conditions is intended nor shall it be construed as an attempt by either party to exclude or limit any liability which cannot be excluded or limited under applicable law, including its liability for death or personal injury caused by its negligence or for fraudulent misrepresentation.
- 176 The Hotel may instruct qualified subcontractors to carry out any work on its behalf and in such circumstances it will use its reasonable endeavours to procure that such sub-contractors meet applicable statutory legal requirements.
- 177 The Hotel's standard terms and conditions of use of the Facilities (as displayed at the Premises) whilst on the Premises shall apply (where applicable). The Hotel reserves the right to refuse (in its absolute discretion) entry to a guest.
- 178 The Client shall at all times use its best endeavours to ensure that:
- (a) guests do not cause any property damage in the Facilities used by or on behalf of the Client and its guests during the Event or at any other time as set out in the Event Agreement or BEO; and
 - (b) the conduct of (i) it (including its agents and/or sub-contractors) and/or (ii) any entertainers hired by or on behalf of the Client or guests and/or (iii) guests, during the Event, is appropriate. For the avoidance of doubt, any statement or conduct that (in the Hotel's absolute discretion) is defamatory, offensive, racist, likely to cause or stir any threatening behaviour or may bring the Hotel and/or Park Plaza's name into disrepute shall not be appropriate.
- 179 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, fees, legal costs, professional and other expenses of any nature whatsoever incurred or suffered by the Hotel arising out of or in connection with:
- (a) any property damage suffered by the Hotel in the Facilities used by or on behalf of the Client and its guests during the Event or at any other time as set out in the Event Agreement or BEO;
 - (b) any loss or theft of, or damage to, any property of any person whilst in or upon the Facilities during the Event;
 - (c) the acts or omissions of (i) the Client (including its agents and/or sub-contractors) (ii) any entertainers hired by or on behalf of the Client or guests and/or (iii) guests, including without limitation any statement or conduct that (in the Hotel's absolute discretion) is defamatory, offensive, racist, likely to cause or stir any threatening behaviour or may bring the Hotel and/or Park Plaza's name into disrepute;
 - (d) any claim for any duty, tax, royalty or copyright fee payable in respect of any entertainment given during the hiring period and against any infringement of any Intellectual Property Rights which may occur during the Event.
- 1710 The Client is responsible for making the appropriate security arrangements to ensure the safekeeping of all valuable equipment left in any part of the Premises. The Hotel will not be held responsible for loss or damage to any such equipment however this may arise.
- 1711 Notwithstanding any other term in these Terms and Conditions, the Hotel's aggregate liability arising out of or connected with the Event, 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 bedrooms and food and beverage payable pursuant to these Terms and Conditions and the Event Agreement.
- 1712 Where You directly provide us with guests' personal data, You shall ensure that You obtain the relevant consent from the guests in order that we may process and share guests' personal data (including sensitive personal data) collected directly from You in accordance with our privacy policy which can be found online at www.pphe.com/privacy, www.parkplazahotels.net/privacy or in hard copy at the Hotel (upon request). In particular, we may use information we hold about guests for the purpose of service related messages before and after the Event and to keep guests informed about our services, events or special promotions.
- 1713 The Parties undertake that each will comply with all relevant obligations of the United Kingdom's Data Protection Act 2018 and any other applicable data protection and privacy legislation. The Parties agree to comply with all requirements of the Data Protection Act 2018, related to the processing of Personal Data as a Controller (the Client) and the Processor (the Hotel and its affiliated entities). Furthermore, the Hotel shall comply with all terms and conditions of personal data processing as published at the time of the processing and posted in the Privacy Policy found at: www.pphe.com/privacy.
- 1714 Either party shall have the right to terminate the Event Agreement and the BEO (to the extent applicable) immediately and without further notice if the other party becomes insolvent, or is adjudicated bankrupt or files a voluntary petition or pleading under any applicable bankruptcy or insolvency laws or an involuntary petition is filed with respect to the

- other party under any such laws, or a permanent or temporary conservator, receiver or trust for all or substantially all of the other party's property is appointed by any Court, or the other party makes an assignment for the benefit of creditors or makes a written statement to the effect that it is unable to pay its debts as they become due, or a final judgment against the other party remains unsatisfied for 30 days or longer without being discharged, vacated reversed or stayed, and where the Hotel terminates under this Clause 17.13, it shall levy cancellation charges in accordance with Clause 8.
- 1715 These Terms and Conditions, the Event Agreement and the BEO (to the extent applicable) shall be governed by and construed in all respects in accordance with the laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the English Courts. The Event Agreement does not affect any rights the Client may have under the Act where that Act applies.
- 1716 If any provision of these Terms and Conditions or the Event Agreement or the BEO (to the extent applicable) is found by any Court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Event Agreement and the remainder of such provision shall continue in full force and effect.
- 1717 These Terms and Conditions together with the Event Agreement and the BEO (to the extent applicable) constitute the entire agreement, and supersede and extinguish any previous oral or written understandings, warranties, undertakings, commitments, contracts or representations between the parties relating to the Event. Any other correspondence that the parties may use for agreeing or arranging the Event or otherwise administering these Terms and Conditions or any other part of the Event Agreement or the BEO (to the extent applicable) will be for administrative convenience only and terms and conditions included on such correspondence will have no effect and will not modify these Terms and Conditions or any other part of the Event Agreement or the BEO (to the extent applicable) (even if such correspondence states otherwise).
- 1718 In the event of a conflict between these Terms and Conditions, the Event Agreement and the BEO, these Terms and Conditions shall take precedence unless and solely to the extent the conflicting provision of the Event Agreement or the BEO specifically states that a clause or section of these Terms and Conditions shall not apply and provides an alternative provision to be read in its place. In the event of a conflict between the Event Agreement and the BEO, the BEO shall take precedence.
- 1719 Failure or delay by the Hotel in enforcing or partially enforcing any provision of the Event Agreement shall not be construed as a waiver of any of its rights under the Event Agreement.
- 1720 The Client shall not assign, charge, mortgage, pledge or otherwise transfer its rights and obligations hereunder without the Hotel's prior written consent.
- 1721 Any waiver by the Hotel of any breach of, or any default under, any provision of the Event Agreement by the Client shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Event Agreement.
- 1722 The parties to the Event Agreement do not intend that any term of the Event Agreement shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it, other than PPHE Hotel Group Limited and its affiliates.
- 1723 All communications between the parties about the Event Agreement shall be in writing and delivered by hand or sent by pre-paid first class post or sent by fax or email:
- 17.23.1 (in case of communications to the Hotel) to its registered office or such changed address as shall be notified to the Client by the Hotel; or
 - 17.23.2 (in the case of the communications to the Client) to the registered office of the Client (if it is a company) or (in any other address set out in any document which forms part of the Event Agreement) or such other address as shall be notified to the Hotel by the Client.
- 1724 Communications shall be deemed to have been received:
- 17.24.1 if sent by pre-paid first class post, two days (excluding Saturdays, Sundays and bank statutory and public holidays) after posting (exclusive of the day of posting); or
 - 17.24.2 if delivered by hand, on the day of delivery; or
 - 17.24.3 if sent by fax or e-mail on a working day prior to 4.00 pm, at the time of transmission or otherwise on the next working day.
- 1725 **NOISE ABATEMENT** (Applicable to Park Plaza London Riverbank, Park Plaza Victoria London and Holmes Hotel London)
- The Hotel is mindful of the impact of its business on the environment and its neighbours and accordingly regulates noise after 11:00pm and before 07:00am (Monday to Saturday) and before 10.00am and after 6.00pm on a Sunday. Loading in or out will not be permitted after these times on any day. It is pointed out that this self regulation is to prevent a Noise Abatement Order being served to the Hotel which if served is liable to further restrict the loading in and out of the building.

Client Signature: _____
Authorised Signatory

Hotel Signature: _____
Authorised signatory