

STANDARD EVENT & GROUP TERMS & CONDITIONS

DEFINITIONS USED IN OUR STANDARD TERMS & CONDITIONS

Arrival Date means the first date that you will arrive at the Hotel for the Event

Client, You, you or **your** means the person or legal entity responsible for commissioning and payment of the Event, that will be specified in the Booking Confirmation.

Booking Confirmation relates to the specific document that outlines in writing your event requirements, total costing and billing instructions that have been agreed with your Event & Group Sales Planner.

Hotel, we, our or **us** means the entity who owns the Hotel where the Event will take place, as set forth in the Booking Confirmation.

ALL RATES ARE QUOTED IN GBP

WHAT DELEGATE/GUESTROOM NUMBERS WILL I BE CHARGED FOR?

The numbers on the Booking Confirmation are the numbers chargeable, however 14 days prior to the arrival date we may ask you to update your numbers. If these numbers are greater than those originally confirmed this becomes the new chargeable number. We appreciate it can be difficult to estimate numbers therefore, for conference or meeting bookings, you also have an option to reduce your delegate number and/or bedrooms by up to 10% per day/night without incurring a cancellation charge; provided you let us know at least 14 days prior to the event.

If your numbers fall below the relevant chargeable number, we may need to reallocate your booking to an alternative event room and will try to resell the accommodation and function space for at least the same price. If we are successful, we will offset this against any cancellation charge; if we are unsuccessful a cancellation charge will apply. If your numbers significantly increase, we might need to provide alternative accommodation and space of an appropriate size.

If we are obliged due to specific Government restrictions, or in the scenario we are required to close our venue, we will propose at least one alternate date for your event. Should the proposed new event date(s) not be suitable, we will where possible offer you an alternative preferred date that may be subject to a change in price. All bookings may also be subject to inflation rate increases.

WHAT CHARGES APPLY IF I DO NOT ACHIEVE THE CONFIRMED NUMBERS OR CANCEL THE WHOLE EVENT?

If you need to reduce numbers below 90% of the original confirmed number or cancel part or all the event, then please let us know as soon as possible. Further cancellation details are outlined in the standard terms & conditions:

Date of cancellation	Cancellation payable as a percentage of Revenue for all facilities, equipment and ancillary services reserved
In excess of 52 weeks prior to the start date	No charge
Between 52 weeks and 39 weeks prior to the arrival date	10% of the revenue
Between 39 weeks and 26 weeks prior to the arrival date	25% of the revenue
Between 26 weeks and 8 weeks prior to the arrival date	50% of the revenue
Between 8 weeks and 2 weeks prior to the arrival date	75% of the revenue
Between 2 weeks and 5 days prior to the arrival date	90% of the revenue
Less Than 5 days prior to the arrival date	100% of the revenue

A - TOTAL NUMBER OF BEDROOM NIGHTS RESERVED

Bedroom accommodation allocations, room types, rates and release dates (where appropriate) will be set out in the Booking Confirmation based on the requirements provisionally discussed with the hotel either verbally or in writing. Upon receiving your Booking Confirmation, should you wish to change the details,

All bedroom rates are quoted **inclusive** of applicable national and local taxes, unless stated otherwise in the Booking Confirmation.

Currently, national, and local taxes on bedroom rates are 20% (the prevailing rate, which may change from time to time). Please note that bedroom 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 bedroom rate increases resulting from tax increases).

B – DELEGATE PACKAGES

All delegate packages are quoted **inclusive** of applicable national and local taxes, unless stated otherwise in the Booking Confirmation.

Currently, national, and local taxes on delegate packages are **20%** (the prevailing rate, which may change from time to time). Please note that delegate packages rate of tax is subject to change, and you will be responsible for payment of taxes applicable at the time of your Event (as well as any rate changes resulting from tax changes).

C – FUNCTION DETAILS

This Event is based on the meeting room hire schedule and function details of the Event as set forth in the Booking Confirmation.

Currently, national, and local taxes on F&B rates and meeting room rates are **20%** (the prevailing rate, which may change from time to time). Please note that F&B rates and meeting room 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 changes resulting from tax changes).

RESERVATION METHOD (APPLICABLE FOR BEDROOM ONLY)

- 1.1. Unless otherwise stated in the Booking Confirmation, all the bedrooms provided for in your Room Block will be reserved on a definite basis for you upon signing and returning this agreement to us.
- 1.2. At least 14 days prior to your Arrival Date, you shall provide to us a rooming list detailing names of attendees for each bedroom type and date of arrival and departure.
- 1.3. We reserve the right to charge an administrative charge for rooming lists that are received after the date noted above. If you fail to provide such rooming lists to us by such date, you may continue to hold the bedrooms by making advanced payment in full of the Total Anticipated Bedroom Revenue. If you fail to either provide such rooming lists or make advanced payment in full of the Total Anticipated Bedroom Revenue by such date, we will be entitled (but not obliged) to release all or any such unconfirmed rooms in our sole discretion. Rooms released in this way shall be covered by the Performance/Reduction in Numbers clause below.
- 1.4. Your advance payments and deposits will be refunded by us to you within 30 days after completion of your Event if bedrooms you paid for in advance were later paid for by your attendees.

2. DEPOSITS / CONFIRMATIONS / EARLY CHECK OUT FEE

- 2.1. Initial deposits paid are non-refundable, non-transferable.
- 2.2. In order to confirm a bedroom assignment for your attendees (if applicable), we will require them to provide a **first and last night's deposit**, refundable up to **14** calendar days in advance of Arrival Date, after which due date the deposit is non-refundable. A major credit card that we accept can be used by your attendees to establish prepayment. We will advise your attendees which major credits are currently being accepted by our Hotel. All credit cards used to prepay will be charged immediately.
- 2.3. In the event that an attendee who has requested a room within your Room Block checks out prior to the attendee's reserved check-out date, we will charge an early check-out fee of **£50**. Attendees wishing to avoid an early check-out fee should advise us at or before check-in of any change in planned length of stay. We will inform attendees of the early check-out charge upon check-in and we request that you also inform your attendees of the charge.
- 2.4. Early check-in and late check-out are subject to availability and approval by our Front Desk. We may charge an early check-in fee of **£25** and a late check-out fee of **£25 until 14:00 and £25 per hour thereafter**. Attendees wishing to avoid a late check-out fee should advise us at check-in of any need for an extended check-out time.

3. TERMS OF PAYMENT

- 3.1. If you have established sufficient credit facilities with us, you agree to pay an initial deposit (if applicable) as set out in the Booking Confirmation no later than **30** days prior to your Arrival Date. Payment of the remaining balance will be due within fourteen (14) days after receipt of the final bill.
- 3.2. If no credit facilities are agreed with us, then the following shall apply:
- 3.2.1.** If you do not have a credit facility with us, an initial, minimum deposit of 25%, or as set out in the Booking Confirmation will be required on returned of a signed Booking Confirmation and the remaining balance of the Event is to be fully pre-paid 28 days prior to arrival. A transaction fee of 1.5% of the amount being charged will be deducted when a payment is made using a corporate payment card.
- 3.2.2.** If there are increases in the number of delegates after the agreement is signed by you, then full pre-payment of such additional charges plus applicable national and local taxes must be paid prior to the Arrival Date.
- 3.2.3.** In the event of dispute, all items should be settled within 14 days of resolution, thereafter, interest charges of 1% above base rate per calendar month will be applicable.
- 3.2.4.** We may apply different payment terms as set out in the Booking Confirmation, in which case the different payment terms as set out in the Booking Confirmation shall take precedence over any conflicting payment terms contained in this clause.
- 3.3. If you prefer, all charges can be paid by a major credit card that we accept. Please contact us for a then-current list of those major credits that our Hotel accepts as of the Event Dates.
- 3.4. Payment by cheque must be agreed with the hotel in advance and received a minimum of 30 days in advance of booking arrival date.
- 3.5. As a condition for us to accept your credit card as an approved form of payment for your master account charges, you agree that any disputed master account charges must first be addressed directly by you and the hotel and that you agree that you will not avail yourself of your credit card issuer's procedures for receiving a temporary credit for disputed charges arising from your credit card transaction with us (commonly referred to as "Chargeback").
- 3.6. We reserve the right to check your credit status at any time before the commencement of the Event, and we reserve the right to increase the amount of deposits and/or pre-payments should there be a negative change in your financial status. You expressly consent to our conducting any such credit checks.
- 3.7. Accounts 30 days past due will be charged interest at a rate of **4%** above the **Barclays** base rate (or any local base rate equivalent) per month or the maximum rate allowable under applicable law or regulation (whichever is lower). If any charges are disputed in good faith, then you agree to pay us all undisputed amounts within 30 days of invoice date. The parties will then agree to work to resolve the disputed invoiced charges in a timely manner.

4. ADDITIONAL SPEND

- 4.1. You shall pay us for any F&B and other services not expressly set out in the Booking Confirmation or the Schedule of Events (if applicable) but made available on request by or on behalf of you during the Event. On or before the Arrival Date, you will confirm to us in writing the names of those persons who you have authorised to sanction additional spend at the Event over and above the contracted amounts. All our records for additional spend (meeting room rental, audio/visual equipment, flipcharts, F&B functions and other incidentals) will be presented to one of your authorised signatures to be checked and signed on a daily basis.

5. COMMISSION (APPLICABLE TO AGENTS ONLY)

- 5.1. Unless specifically mentioned otherwise in the Booking Confirmation, we will only pay commission to those agencies who are certified members of IATA, TIDS or HBAA (or similar bodies). Commission will be paid on the bedroom rate (exclusive of any rebates, housing company fees or other subsidy) for each bedroom actually occupied and paid for by you or your attendees that was reserved as part of your established Room Block at the special group rates as specified in the Booking Confirmation. For the avoidance of doubt, no commission payments will be earned by the Planner based on cancellation damages or no-show charges.
- 5.2. The applicable commission that the Planner is eligible to receive for your Event is specified in the Booking Confirmation. Commission will be paid only to the designated Planner, unless before the commencement of the Event, we receive notice in writing signed by you and the designated Planner that the commission is to be paid to some other person or entity.
- 5.3. Unless specifically mentioned otherwise in the Booking Confirmation, commission will be paid in a single payment but only after we receive full payment for the Event as well as a valid commission invoice. For the avoidance of doubt, we have no obligation to take any action to collect funds to be paid as commissions.
- 5.4. You (and the Planner if the Planner is signing this Booking Confirmation on your behalf) agree to take full responsibility for determining whether disclosure of the commission is required and for making such disclosure if it is required. You (and the Planner if

the Planner is signing this Booking Confirmation on your behalf) further agree to reimburse us for any fees, costs, liabilities or expenses that we incur should any person claim disclosure was insufficient.

5.5. If no travel agent/meeting planner/professional conference organiser is specifically identified in the Booking Confirmation, then you acknowledge that all terms and conditions with regard to the Event have been negotiated directly between you and us. If following the final execution of this agreement you elect to retain the services of a travel agent/meeting planner/professional conference organiser in order to provide services to you in support of your Event, then you acknowledge and agree that any such retention will be solely at your election and all compensation owed to such travel agent/meeting planner/professional conference organiser shall be paid solely by you.

5.6. For the avoidance of doubt, you agree that the commission agreed to in the Booking Confirmation is for the benefit of the Event set out in the Booking Confirmation only and cannot be used by you to create a binding precedent for future events at our Hotel.

5.7. Your booking may be eligible for our Conference & Events Rewards Incentive. Subject to the hotel's approval, Corporate Event Bookers of the following types of events can apply for Conference & Events Rewards: 24hr and day delegate conferences, Meetings & events, Corporate banqueting, Corporate functions, Training events/companies, Corporate golf, Charity and associations, Agents (excluding Agents whom have an existing preferred partnership in place, your Event Planner will be able to advise should this apply), and Corporate rooms (over 10 rooms). Rewards cannot be claimed on: Pre-contracted rate business and Non-corporate events e.g. Weddings and Special Occasions.

6. OUTSIDE FOOD AND BEVERAGE

6.1. You may not bring any outside food or drink into our Hotel for use during your functions/meetings, unless agreed by us in writing and in advance of the Event.

7. DELIVERIES

7.1. Arrangements for delivery of packages should be made through your designated event manager. Receiving, handling and shipping charges may apply. No packages will be accepted by us that require us to pay shipping costs. Deliveries will only be accepted within **48** hours prior to your Arrival Date and must be collected 24 hours after your departure date, unless otherwise agreed by us in advance. All deliveries must be correctly labelled as per our guidelines. To the fullest extent permitted by applicable law, we shall not be responsible for any damage to or loss of your packages.

8. CANCELLATION AND PERFORMANCE POLICIES

8.1. The rates and concessions offered by us in the Booking Confirmation are based in part upon the total revenue anticipated by us from your agreement to use and pay for the bedrooms, meeting rooms and functions as listed in the Booking Confirmation. You guarantee that your Event will provide the Total Anticipated Revenue. You agree and understand that in the event of a full cancellation or lack of performance by you, we will have lost the opportunity to offer your unused facilities to others either individually or as part of another block and we will incur additional costs in attempting to resell inventory that was already sold to you.

8.2. As our actual damages would be difficult to determine, you agree to pay to us reasonable liquidated damages, plus applicable national and local taxes, for full cancellation or lack of performance as described in the following clauses. The parties agree that the liquidated damages clauses provided for in this agreement are a reasonable effort by the parties to agree in advance on the damages that we will suffer due to full cancellation or lack of performance.

8.3. Full Cancellation

8.3.1. Should you cancel your Event for any reason, including changing your meeting/function site to another hotel, then at the same time that you deliver your notice of cancellation to us, you also agree to pay us the applicable full cancellation damages, plus applicable national and local taxes. The full cancellation damages represent a percentage of the Total Anticipated Revenue for your Event, and the applicable payment is determined by based on the date that we receive your notice of cancellation. The schedule of full cancellation damages applicable for your Event is set forth in the Booking Confirmation.

8.3.2. All notices of cancellation must be in writing and will take effect from the date of our receipt of both your notice and the applicable cancellation damages. We may, in our sole discretion, consider your notice of cancellation to be invalid and thus may not release accommodations held until payment of the applicable cancellation damages is received; therefore delay in payment may result in higher cancellation damages being owed.

8.3.3. Should you wish to confirm the accurate calculation of the applicable cancellation damages payment, you may contact us and request that we prepare a statement detailing the applicable cancellation damages payment, plus applicable national and local taxes. We will subtract any advance payments and deposits previously paid by you to us.

8.3.4. In addition to the full cancellation damages due under this clause, you must reimburse us for any expenditure incurred by us 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 our own arrangements with third parties in relation to your cancelled Event.

8.4. Performance/Reduction in Numbers

8.4.1. Prior to your Event, we may review the number of requests for bedroom assignments that have been made by your attendees in order to compare your obligations herein with your actual likely performance. Should it appear in advance of your Event that the actual number of attendees will fall below the attendance we expect based upon your reserved Room Block, we reserve the right to assign alternate meeting/function space commensurate with your reduced space needs as indicated by your attendees' requests for bedroom assignments.

8.4.2. At least **3** business days prior to the Arrival Date, you must notify us of your final number of attendees that will be attending your Event functions.

8.4.3. If the Event is held, but we do not realize the Total Anticipated Revenue from your Event, whether due to reduction in size of your meeting, drop in attendance, change in F&B functions or otherwise, you agree to pay to us reasonable liquidated damages, plus applicable national and local taxes, for your lack of performance. The performance damages applicable to your Event are set forth in the Booking Confirmation.

8.4.4. We will deduct all collected non-refundable individual deposits, all collected early departure fees, and all advance payments and deposits previously paid by you to us from the amount you owe us as performance damages.

9. CONDUCT OF EVENT

9.1. To the fullest extent permitted by law, you assume full responsibility for the conduct of all persons in attendance at your Event and liability for loss and/or any damage done to any part of our Hotel premises during the time of your Event caused by your employees and temporary workers, agents, contractors, sub-contractors, as well as by attendees of the Event.

9.2. For the safety of persons and property, no fireworks or incendiary devices may be used indoors at the Hotel. You also agree that your Event will not create any unreasonable disturbance to other guests or meetings, such as excessive noise, smoke or fog machines, dry ice, confetti cannons, candles, incense, or any activity that generates offensive smells. We reserve the right to end your Event functions immediately if you do not comply with our reasonable request to reduce or eliminate any such disturbance, in which case you will remain responsible for payment of all contracted charges related to your Event and no refunds will be issued to you by us.

10. COMPLIANCE WITH LAWS

10.1. You agree to comply with all applicable laws and regulations, including without limitation, health and safety codes, anti-terrorism, anti-corruption, anti-money laundering laws and regulations, and fire regulations. You agree to cooperate with us and any relevant government authority to ensure compliance with such laws and regulations. In case of doubt with respect to fire regulations, we may require that you obtain at your expense a certificate of compliance from the local fire authorities.

11. CANCELLATION FOR CAUSE

11.1. In addition to any other legal rights and remedies available to us under applicable laws, we may cancel your Event and terminate this agreement without liability under any of the following circumstances:

11.1.1. If we become aware of any deterioration in your financial situation such that we reasonably consider that you may not be in a position to fulfil your express obligations under the terms of this agreement.

11.1.2. If advance payments or deposits are not paid on a timely basis.

11.1.3. If you are an individual, an application is made for an interim order to be made in relation to you or a petition is presented for a bankruptcy order against you or if you arrange to attempt to arrange a composition or scheme with your creditors or anything analogous occurs in Scotland or you die; or

11.1.4. If you are a company, a petition is presented for the appointment of an administrator, administrative receiver, receiver or liquidator or a like officer or such person is appointed over all or any of your assets or if you arrange or attempt to arrange a composition or scheme with your creditors or a meeting is called or any other steps are taken for the winding-up, dissolution or administration of your company or, if anything analogous happens in Scotland; or

11.1.5. If you are a partnership, a petition is presented for a bankruptcy order to be made against any one or more partners for the payment of a partnership debt or any one of the partners enters into a voluntary arrangement with the creditors of the partners or partnership is dissolved.

11.1.6. If you are in breach of any of the terms of the Agreement.

11.1.7. In the event that we cancel your Event for cause as provided for under this clause, then we will be entitled to the Event cancellation damages as provided in the agreement.

11.1.8. If you, or any of your employees, agents, sub-contractors or officers, commit any illegal act, or act in such a way as is likely to adversely affect the reputation of the Hotel, or we are advised by a competent authority that such an act is imminent.

12. INDEMNIFICATION

12.1. To the fullest extent permitted by law, you shall at all times be liable for, indemnify, defend and hold harmless the Hotel from and against any and all claims, liability, losses or damages to persons or property incurred or suffered by the Hotel Indemnified Parties, arising out of or in any way connected with your Event including, but not limited to, Claims arising out of the negligence or wilful misconduct of your employees, agents, contractors, and attendees; provided, however, that nothing in this indemnification shall require you to indemnify the Hotel Indemnified Parties for that portion of any Claim arising out of the sole negligence or wilful misconduct of the Hotel Indemnified Parties.

13. INSURANCE

13.1. You will obtain and keep in force the appropriate insurance reasonably commensurate with all activities arising from or connected to your Event, including, but not limited to, insurance affording coverage for public liability and property damage. Upon request, you agree to provide us with a certificate or proof of such insurance.

13.2. Please note that obtaining and maintaining appropriate insurance protects you by providing coverage to you by paying the Hotel for damages that occur during your Event and which you would otherwise be required to pay under the indemnification clause. For informational purposes only, single event insurance (sometimes called "private event insurance" or "special event insurance") may be available for purchase at reasonable rates, including from reputable online insurance providers. When purchasing single event insurance, you should select public liability and property damage coverage.

13.3. You may, at your option, purchase insurance to cover your personal property, including decorations, special objects, and other property. We have no insurance for, and to the fullest extent permitted by applicable law, we shall not be responsible for, any damage to or loss of your property. You accept the responsibility to insure the mentioned property.

14. LIMIT OF LIABILITY

14.1. 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 fraud or misrepresentation.

14.2. Notwithstanding any other term of this agreement, our 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 Anticipated Revenue as set out in the Booking Confirmation.

15. OUTSIDE CONTRACTORS

15.1. Should you elect to utilise outside contractors or subcontractors on our Hotel premises during your Event, you must notify us of your intention to use such providers at least **30** calendar days before your Arrival Date.

15.2. Your outside contractors must adhere to our reasonable rules (including but not limited to health and safety regulations and rules). We reserve the right, at our sole discretion, to require any outside contractor to be removed from our Hotel premises should the outside contractor fail to abide by our rules or applicable laws and regulations.

15.3. In our sole discretion, we may require that your outside contractors (i) sign a hold harmless, indemnification and insurance agreement in the form currently in use at the Hotel for similar outside contractors, and (ii) provide proof of insurance in amounts acceptable to us (amounts and types of insurance to be determined in our sole discretion based on the type of services the outside contractor will be providing) before the outside contractor will be allowed to provide services on our Hotel premises.

15.4. We reserve the right to charge additional fees based on your specific needs, including but not limited to, labour surcharge for audio/visual and electrical requirements, banner hanging, sign making, and electrical power. Should you require any rigging services for your Event, all such services must be arranged through the in-house audio/visual provider of the Hotel and you will be responsible for all associated costs.

16. SECURITY

16.1. If required, in our sole discretion, in order to maintain adequate security measures in light of the size and/or nature of your Event, you will provide, at your expense, security personnel supplied by a reputable licensed security agency doing business in the jurisdiction in which we are located, which agency will be subject to our prior approval. Such security personnel may not carry weapons and shall comply with local laws applicable to such security personnel.

16.2. In our sole discretion, we may require that your security agency (i) sign a hold harmless, indemnification and insurance agreement in the form currently in use at the Hotel for security agencies, and (ii) provide proof of insurance in amounts acceptable to us before the security personnel will be allowed to provide services on our Hotel premises.

17. IMPOSSIBILITY

17.1. Neither party shall be responsible for failure to perform this agreement if circumstances beyond their reasonable control (including, but not limited to, acts of God, governmental authority, declared war in the country in which the Hotel is located, or terrorist attacks in the city in which the Hotel is located) make it illegal or impossible for us to hold the Event. The affected party may terminate this agreement without liability upon providing written notice to the other party within ten (10) days of any such occurrence.

17.2. If the Event is properly cancelled by you due to a valid impossibility occurrence as described above, then upon your written request, we agree to refund to you all prepaid deposits or advance payments paid by you to us without penalty, less any expenses we have incurred in preparation for the Event.

18. GOVERNING LAW AND JURISDICTION

18.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed and construed in accordance with the laws of England and Wales.

18.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive Jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims.)

19. COLLECTION / LEGAL FEES

19.1. We reserve the right at any time in our absolute discretion to demand immediate payment of the account whether due or not and take legal action to recover the debt and costs.

19.2. You will be responsible for any and all legal costs that we may incur recovering money you owe us, plus interest on all overdue amounts from the date on which payment became due until the date on which payment is made at the contractual rate as set out in clause 4.6 above or in the alternative and at our discretion, at the Statutory rate prevailing at the time. In addition, each overdue invoice will attract a Late Payment Compensation fee in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

19.3. If we retain the services of a collection agency or legal representative to assist in the collection of any amounts due to us under this agreement, you will pay all expenses incurred by us in such collection efforts.

20. SUCCESSORS AND ASSIGNS

20.1. The commitments made by you will be binding on your successors and assigns. In the event that you assign, sell, convey, pledge or otherwise dispose of all or substantially all of your assets (collectively referred to as an "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 our approval. In the event such an assignment is contemplated, and at least 30 days in advance of the planned close of the assignment transaction, you agree to notify us of the entities involved. We will thereafter have 20 days in which to notify you whether such intended assignment is approved.

20.2. Further, the facilities contracted in the Booking Confirmation, including the bedrooms and meeting rooms, are for your exclusive use. You acknowledge and agree that this agreement does not otherwise permit you to sell or re-sell any of our facilities in any way.

21. MISCELLANEOUS

21.1 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 email with a scanned document with signature attached or by facsimile transmission will be considered as enforceable and valid as an original signature by the party signing.

21.2 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; and (4) Communications sent by email will be effective as of the date sent.

21.3 Any provision in this agreement that is held to be illegal or unenforceable in any jurisdiction shall be ineffective to the extent of such illegality or unenforceability without invalidating the remaining provisions of this agreement, and any such illegal or

unenforceable provision shall be deemed to be restated to reflect as nearly as possible to the original intentions of the parties in accordance with applicable law. The failure by a party to enforce any term or condition of this agreement does not waive that parties right to enforce that or any other term or condition at any time.

22. DATA PROTECTION POLICY

22.1 We each agree to comply with relevant Data Protection Law including but not only the UK General Data Protection Regulation, the Data Protection Act 2018 and The Privacy and Electronic Communications (EC Directive) Regulations 2003. We expect that each of will act as a Data Controller in relation to any personal data under these Terms & Conditions.

22.2 Our approach to the personal data of customers is summarised in our Customer Privacy Policy at <https://www.qhotels.co.uk/customer-privacy-policy/>