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:

1.1 'Act' means the Hotel Proprietors Act 1962;
1.2 'ARH' means any person or entity who has a right, estate or title in a hotel in the United Kingdom;
1.3 'Arrival' means the first day of the Event, as specified in the Event Agreement;
1.4 'Banket Event Order' or 'BEO' means the banquet event order provided by the Hotel and approved by the Client; and
1.5 'Client' means the party who is contracting with the Hotel for the exclusive use of its Facilities;
1.6 'Day Delegate Rate' or 'DDR' means the rate charged for each guest/delegate attending the Event;
1.7 'Defective' means a specific booking or series of bookings of any type for the use of the Facilities, delivered as set out in the Event Agreement and the BEO;
1.8 'Event' means any specific booking or series of bookings of any type for the use of the Facilities, delivered as set out in the Event Agreement and the BEO;
1.9 '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;
1.10 'Event Date' means the date on which the Event is intended to take place as set out in the Event Agreement;
1.11 'F&B' means food and beverage;
1.12 'Facilities' means any area of the Hotel to be utilised for the Event whether public space, accommodation, facilities or otherwise as set out in the Event Agreement;
1.13 'Guest Number' means the number of guests/delegates specified in the Event Agreement for each element of the Event, that is, (i) the number of guests/delegates as specified in the BEO, or (ii) the actual number of guests/delegates which attended the Event;
1.14 'Hotel' or 'We' means the hotel(s) referred to in the Event Agreement;
1.15 '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 and for all part of the world, wherever or not registered or registerable for their full period of registration with all extensions, renewals and reissues, and including all applications for registration or otherwise, copyrights (including know how, trade secrets, 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;
1.16 'Issue Date' means the date of the Event Agreement;
1.17 'Premises' means the premises of the Hotel including but not limited to the Facilities;
1.18 'subsidiary' has the same meaning as that contained in the Companies Act 2006; and
1.19 'Twenty Four Hour Rate' or '24HR' means the all inclusive package rate which includes food and beverage, room hire for the full room and accommodation per 24 hour period, per guest/delegate attending the Event.

2. CONFIRMATION BY CLIENT

2.1 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.
2.2 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 consider extending the Issue Date by any time after the Issue Date for immediate confirmation as to whether or not the Event is to proceed.
2.3 Once both You and We sign the Event Agreement it shall become binding upon us both.
2.4 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

3.1 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.
3.2 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.
3.3 The rights granted to the Client in the Event Agreement shall not operate or be deemed to operate as a letting of the Facilities and We 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

4.1 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 confirmed number of guests attending the Event drops below the minimum number of guests specified in the Event Agreement, or, for pay for the total amount of the DDR, 24HR, F&B and ARH (as applicable) calculated by reference to the minimum number of guests stated in the Event Agreement (excluding tax) and for the avoidance of doubt, cancellation charges as set out in Clause 8 shall not apply to any shortfall in minimum numbers.
4.2 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.
4.3 The chargeable amount for guests will be calculated according to the Guest Numbers.
4.4 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 DETAIL

5.1 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.
5.2 The Facilities allocated by the Hotel for the Event are dependent upon Guest Numbers. If either the actual 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.

5.3 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 in its sole discretion feels that the Hotel in its sole discretion allows access outside the times set out in the Event Agreement or, to the extent applicable, the Client shall be liable for additional charges.
5.4 The Client shall agree that during the Event, corridors, staircases, passageways, entrances and exits are kept entirely free from obstruction in accordance with the Hotel’s health and safety policy.
5.5 Neither the Client nor its guests are permitted to bring any food or drinks into the Hotel for use during the Event unless agreed in writing in advance with the Hotel. Any such agreement shall be subject to certain disclaimers and additional charges at the sole discretion of the Hotel.
5.6 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 will 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 issue.
5.7 Any special dietary requirements should be notified in writing to the Hotel at least 10 working days prior to the Event.
5.8 The Client undertakes to comply with any and all statutes or statutory instruments and the regulations, licensing and the provisions of any entertainment relevant to or provided at the Event.
5.9 There shall be present throughout the Event Date a person or persons, being the Client and/or a 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.
5.10 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 evacuate 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).
5.11 For weddings the Hotel may apply additional terms and conditions which shall be incorporated into the Event Agreement and the BEO.
5.12 The Hotel operates in compliance with the Disability Discrimination Act. The Client must make known to Us as soon as is reasonably practicable and in writing any requirements necessary to meet the needs of disabled guests.
5.13 The Client shall obtain public liability insurance for all Events with an indemnity limit of not less than five million pounds (£5,000,000) for the duration of the Event. The Client shall provide evidence of such insurance policy four weeks in advance of the Event to ensure (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.
5.14 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

6.1 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.
6.2 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 contract, unsuitable or dangerous to any person or property inside or outside such Facilities, it shall be removed by the Client forthwith.
6.3 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 animal or guide bird.
6.4 Smoking is not permitted anywhere within the Premises.

7. BEDROOM ACCOMMODATION

7.1 Accommodation allocations, room types, numbers of rooms, room rates and release dates (where appropriate) are set out in the Event Agreement.
7.2 Rooming lists must be received by the Hotel in writing at least 14 days prior to Arrival unless specified otherwise in the Event Agreement.
7.3 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 as set out in the Event Agreement.
7.4 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.

8. CANCELLATION BY THE CLIENT

8.1 If the Client has to cancel or postpone an Event, or part of the Event (e.g. a meal, accommodation, or a part of the Event or space) or otherwise change the Event Date, cancellation charges will apply.
8.2 All cancellations must be confirmed by You in writing to the Hotel in writing from the Client's at 100% of the Event Date.
8.3 All cancellation charges will be calculated as a percentage of ARH, 24HR and F&B and determined by reference to the Event Date and the Cancellation Number, as shown in the table below. Cancellation charges will be applied to each day and for the avoidance of doubt, cancellation charges as set out in Clause 8 shall not apply to any shortfall in minimum numbers.
8.4 All cancellations are subject to 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 the specific dates indicated as being closed to the public. The Hotel shall not be responsible for death, injury or damage to You in respect of any indirect or consequential losses or any loss of profits or savings. You hereby expressly and irrevocably consent to the Hotel conducting any such checks at its sole discretion from time to time.

On conclusion of the Event, or in the circumstances of a cancellation by the Client in accordance with Clause 8.1, the Hotel shall refund to the Client the amount paid, and any deposit held, by the Client to the Hotel, subject to a negative charge of 5% of the Confirmed Number.

In the event that the total number of bedrooms is decreased by the Client at any time prior to Arrival, the Hotel reserves the right to reduce the deposit paid by the Client. The deposit becomes non-refundable if the total number of bedrooms is reduced by the Client less than 90 days prior to Arrival.

The Client shall repay to the Hotel on demand the cost of reinstating or cleaning the Premises which have been defaced, damaged or dirty in any way. 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 out of pocket.

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

12.1 A 10% deposit is payable upon signature of the Event Agreement by the Client, a further 40% is payable no later than 90 days prior to Arrival and the remaining 50% is payable no later than 30 days prior to Arrival. If the date of signature for the Event Agreement is within 30 days of Arrival, full pre-payment is payable on signature of the Event Agreement.

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. 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 out of pocket.

13. COMMISSION – APPLICABLE TO AGENTS ONLY

13.1 The Hotel will only pay commission to those agents who are certified members of IATA, TIDS or HBAA.

Commission will 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").

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).

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.

Commission is payable only on F&B, room hire, the Day Delegate Rate, the Thirty Hour Rate and accommodation (each as set out in the Event Agreement) based on the lower of the number of guests and in the manner agreed in advance with the Hotel.

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.

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 unsightly or unsanitary.

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.

14. FORCE MAJEURE

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, curtailment of transportation into or out of the United Kingdom, armed conflict or terrorist attack) 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 beyond this circumstance that funds are beyond the Hotel’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.

15. GENERAL

15.1 The Hotel shall not be liable for any loss or damage to property of the Client (or any of its guests) except for acts 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 however arising.

15.2 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, injury or damage to You in respect of any indirect or consequential losses or any loss of profits however arising.

15.3 The Client reserves the right 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.
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.

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 subcontractors meet applicable statutory legal requirements.

All guests at the Hotel must comply with the Hotel's standard terms and conditions of use (as displayed at the Premises) whilst on the Premises. The Hotel reserves the right to refuse (in its absolute discretion) entry to a guest.

The Client shall at all times use its best endeavours to ensure that:

(a) guests do not cause any property damage in the Facilities; 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.

The Client shall at all times be liable, and 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 who is in the Premises or the Facilities at the Event;
(c) the acts or omissions of (i) the Client (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, 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.

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.

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 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.

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.ppha.com/policy. www.parkplazahotels.net/policy 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.

We undertake that we will comply with all relevant obligations of the United Kingdom's Data Protection Act 1998 and any other applicable data protection and privacy legislation.

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 trustee 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.

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.

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 partially 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.

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).

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.

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.

The Client shall not assign, charge, mortgage, pledge or otherwise transfer its rights and obligations hereunder without the Hotel's prior written consent.

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.

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, the Client, the Hotel or their respective employees, servants and agents or Park Plaza’s name into disrepute shall not be appropriate.

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:

17.22.1 (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
17.22.2 (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.

Communications shall be deemed to have been received:

17.23.1 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
17.23.2 if delivered by hand on the day of delivery; or
17.23.3 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.

NOISE ABATEMENT (Applicable to Park Plaza Riverbank London, Park Plaza Victoria London and Park Plaza Sherlock Holmes)

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 18.00pm 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
Authorised signatory