

## Event Terms and Conditions

These Terms and Conditions apply 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

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

**'Act'** means the Hotel Proprietors Act 1956;

**'ARH'** means accommodation and room hire;

**'Arrival'** means the first day of the Event, as specified in the Event Agreement;

**'Banquet Event Order'** or **'BEO'** means the banquet event order provided by the Hotel to 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 to the Client in relation to the Event;

**'Client'** or **'You'** means the entity responsible for the commissioning of and payment for the Event pursuant to the Event Agreement;

**'Client Property'** has the meaning given to it in Clause 15.1;

**'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;

**'Deposit'** has the meaning given to it in Clause 12.1;

**'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;

**'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;

**'Event Date'** means the date on, or the period during which, the Event is intended to take place as specified in the Event Agreement;

**'Fee'** means the total costs payable by the Client;

**'F&B'** means food and beverage;

**'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;

**'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;

**'Hotel'**, **'Us'** or **'We'** means the hotel(s) referred to in the Event Agreement;

**'Instalment 1'** has the meaning given to it in Clause 12.1;

**'Instalment 2'** has the meaning given to it in Clause 12.1;

**'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 registerable 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;

**'Issue Date'** means the date of issue of the Event Agreement and as stated at the top of the Event Agreement;

**'Premises'** means the premises of the Hotel including but not limited to the Facilities;

**'Subsidiary'** has the same meaning as that contained in the Companies Act 2006; and

### 2. CONFIRMATION BY CLIENT

#### 2.1. The Client confirms that they have reviewed the Event Agreement and agree to its terms and these Terms and Conditions. The Client shall return a signed copy of the Event Agreement to the Hotel within 7 days of the Issue Date or as otherwise may be specified in the Event Agreement.

#### 2.2. The Hotel reserve the right to release the Facilities to other clients if the confirmation referred to in Clause 2.1 above is not received within 7 days of the Issue Date. If a proposed Event Date

falls within 7 days of the Issue Date, the Hotel may at its sole discretion, contact the Client at any time after the Issue Date for immediate confirmation of Clause 2.1.

- 2.3. Once the Client and the Hotel sign the Event Agreement, it shall become binding upon both.
- 2.4. The Client shall not make any public announcement of the Event until the Hotel confirms receipt of the Event Agreement countersigned by the Client in accordance with Clause 2.1.

### **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. The hotel reserves 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 demise of the Facilities and do not create a relationship of landlord and tenant. The Event Agreement shall not confer on the Client any right, estate, title or interest 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 minimum number of guests the Hotel 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, the Clients 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. 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.
- 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 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**

- 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 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.
- 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 has in its sole discretion a reasonable operational reason for doing so. The Hotel will give the Client prior written notice of such re-allocation or re-assignment as soon as the Hotel becomes aware of such operational reason.
- 5.4. 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.
- 5.5. 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.
- 5.6. 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.
- 5.7. 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 7 days of the date of invoice.

- 5.8. The Client shall inform the Hotel in writing if any of its guests have any food allergies or food intolerances at least 7 working days prior to Arrival.
- 5.9. The Client undertakes to comply with any and all applicable laws, regulations, regulatory requirements and codes of practice concerning licensing and the provisions of any entertainment relevant to or provided at the Event. The Hotel shall provide a copy of these upon request.
- 5.10. 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.
- 5.11. 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.
- 5.12. For weddings, the Hotel may apply additional terms and conditions which shall be incorporated into the Event Agreement and the BEO.
- 5.13. 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.
- 5.14. 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 fewer 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, or such later date as may be agreed by the Hotel in its sole discretion, together with confirmation that such insurance is current and any premiums have been paid.
- 5.15. 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. The Hotel reserves all Intellectual Property Rights of Pan Pacific London 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 to the Client.
- 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 copyright, unsuitable, or dangerous to any person or property inside or outside such Facilities, it shall on request 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 dog, accompanying a visually impaired person.
- 6.4. Smoking or vaping is not permitted anywhere within the Premises.

## **7. BEDROOM ACCOMMODATION**

- 7.1. The Client must submit a rooming list in writing to the Hotel at least 14 days prior to Arrival, unless specified otherwise in the Event Agreement. The rooming list must include the details specified under the Event Agreement.
- 7.2. 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.
- 7.3. 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.
- 7.4. Should the Client request that the Hotel provides it and/or its representative(s) with access to the names, dates and duration of stay and room price paid pertaining to the Client's guests who have reserved rooms at the Hotel as part of the Client's room block/allocation ("**Guest Reservation Information**"), then the Client certifies that it has already informed, or will

inform, each of its guests, in advance of their booking, that the Hotel or any of its affiliates will provide the Client and/or its representatives, Guest Reservation Information. The Client confirms that it will only use the Guest Reservation Information for administrative purposes, the nature of which it shall specify in writing to the Hotel, and will delete the Guest Reservation Information from its records within six months of the provision of such information. The Client further agrees to reimburse the Hotel and any of its affiliates for any costs, damages, fees or expenses of any kind arising from any claims by a guest, relating to the Hotel's or any of its affiliate's disclosure of any guest's reservation information to the Client, and/or its representatives. The Hotel shall provide the Guest Reservation Information strictly in accordance with applicable data protection law. 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 clause, the Hotel shall not provide any Guest Reservation Information.

## 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, duration of the Event or hire of Event space) or otherwise change the Event Date, cancellation charges will apply.
- 8.2. 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.
- 8.3. 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.
- 8.4. All cancellation charges are specified and payable exclusive 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 and more
More than 366 days prior to Arrival	No cancellation charges apply	No cancellation charges apply	10% of the following charges: 90% ARH 90% DDR 90% 24HR 65% F&B
365-274 days prior to Arrival	No cancellation charges apply	No cancellation charges apply	25% of the following charges: 90% ARH 90% DDR 90% 24HR 65% F&B
273-182 days prior to Arrival	No cancellation charges apply	50% of the following charges: 90% ARH 90% DDR 90% 24HR 65% F&B	50% of the following charges: 90% ARH 90% DDR 90% 24HR 65% F&B
181-91 days prior to Arrival	No cancellation charges apply	75% of the following charges: 90% ARH 90% DDR 90% 24HR 65% F&B	75% of the following charges: 90% ARH 90% DDR 90% 24HR 65% F&B
90 days prior to Arrival or less	100% of the following charges: 90% ARH 90% DDR 90% 24HR	100% of the following charges: 90% ARH 90% DDR 90% 24HR	100% of the following charges: 90% ARH 90% DDR 90% 24HR

	65% F&B	65% F&B	65% F&B
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- 8.5. 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.
- 8.6. Any additional services set out in the Event Agreement shall be subject to cancellation charges at 100%.
- 8.7. 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 7 days of receipt of the 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. If the booking is for more than one night, any reduction in the Confirmed Number shall be applied to every night of the booking. For the avoidance of doubt, the following attrition rates are calculated on a non-cumulative basis.

366 DAYS OR MORE PRIOR TO ARRIVAL	CLIENT CAN REDUCE UP TO 5% OF THE CONFIRMED NUMBER
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

- 10.1. The Hotel may cancel the booking if, at the Hotel's reasonable discretion, the Event may prejudice, damage or impair the business or the reputation of the Hotel, or prejudice the security of the Premises or the Hotel's property.
- 10.2. 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. COVID-19 CANCELLATION

- 11.1. If the Event has to be cancelled in accordance with government and/or local laws, or regulations related to the COVID-19 virus, the parties shall, in the first instance, seek to agree an alternative date for the Event.
- 11.2. If however, the Client and the Hotel are unable to agree an alternative date to hold the Event, the Hotel shall refund any part of the Fee paid in accordance with Clause 12, less any reasonable expenses incurred by the Hotel.
- 11.3. Where the Hotel retains a portion of the Fee in accordance with Clause 11.2, the Hotel shall provide the Client with a breakdown of the reasonable expenses it has already incurred.

#### 12. DEPOSIT AND INSTALMENT PAYMENTS

- 12.1. Unless otherwise agreed in the Event Agreement and subject to Clause 12.2, 30% of the Fee ("**Deposit**") is payable upon signature of the Event Agreement by the Client, a further 50% of the Fee ("**Instalment 1**") is payable no later than 90 days prior to Arrival and the remaining 20% of the Fee ("**Instalment 2**") is payable no later than 30 days prior to Arrival. If the date of signature by the Client of the Event Agreement is within 30 days of Arrival, the full Fee for the Event is payable on signature of the Event Agreement.
- 12.2. If the Client is not based in the United Kingdom, the Hotel reserves the right to invoice the Client for 100% of the Fee at any time prior to the Event.
- 12.3. Any part of the Fee paid by the Client shall be set off against any cancellation charges due under Clause 8.
- 12.4. Should the Client fail to pay any part of the Fee 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. SERVICE CHARGE

The Hotel shall add a discretionary 12.5% service charge to all pre-contracted sales of:

- (i) Event package;

- (ii) food and beverages served during the Event when served in the Facilities;
- (iii) food and beverages served in any restaurant or bar within the Hotel.

#### **14. ADVERTISING AND DECORATIONS**

- 14.1. No filming or photography is permitted anywhere around the perimeter of the hotel or internal areas without receiving written consent a minimum of 72 hours prior to the event. This includes external areas, public areas, food and beverage outlets, meeting rooms or wellbeing floor.
- 14.2. The Client shall not hang, affix or display posters, banners, decorations and advertisements on the Premises without the Hotel's prior written consent, such consent to be at the Hotel's sole discretion. Where the Hotel does provide its consent, the Client shall abide by the conditions set by the Hotel for such posters, banners and advertisements, including conditions related to times and/or locations.
- 14.3. 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.
- 14.4. The Hotel reserves the right in its sole discretion, to remove any poster, banner, decoration or advertisement visible outside the Premises which in the opinion of the Hotel is unseemly or unsightly.
- 14.5. 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.

#### **15. CLIENT PROPERTY**

- 15.1. The Client is responsible for making the appropriate security arrangements to ensure the safekeeping of all property and equipment of the Client, its guests, employees or contractors ("**Client Property**") left in any part of the Premises. The Hotel does not accept responsibility for Client Property. Cloakrooms are provided for the convenience of the Client, but any Client Property deposited in the cloakrooms or left unattended at the Premises is left at the owner's risk and without any liability on the part of the Hotel for loss or damage to any such item. This also applies to deliveries prior to the Event. The Hotel will not be held responsible for loss or damage to any Guest Property or deliveries, however this may arise.
- 15.2. If the Client leaves any Client Property or other items on the Premises after the Event, the Hotel shall be entitled to remove and if necessary store such items, and the Client shall reimburse the Hotel in respect of any cost of such transportation and/or storage.
- 15.3. The Client shall not, without the prior written consent of the Hotel, install or leave at any time on the Premises any mechanical, electrical or other equipment. Where consent has been given, the Client shall be responsible for, and ensure that all such equipment is compatible for use at the Premises, including its power supplies, other equipment and appliances, and that such equipment is installed and operated in a safe and efficient manner, for their normal purposes and in accordance with the manufacturer's instructions and the Health & Safety at Work Act 1974 and all relevant regulations.

#### **16. NOISE ABATEMENT**

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. The Client, nor its contractors, shall load deliveries or goods in or out after these times on any day. This Clause 16 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.

#### **17. FORCE MAJEURE**

Neither party shall be liable for any breach of these Terms and Conditions and/or the Event Agreement directly caused by circumstances beyond the reasonable control of that party, including, 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 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.

## **18. LIABILITY**

- 18.1. The Hotel shall not be liable for any loss or damage to Client Property except as set out in the Act. In no circumstances shall the Hotel be liable to the Client in respect of any indirect or consequential losses or any loss of profits howsoever arising.
- 18.2. 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, personal injury or loss or damage to property suffered by a guest entering such areas.
- 18.3. 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.
- 18.4. 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.
- 18.5. 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:
- 18.6. 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;
- 18.7. any loss or theft of, or damage to, any property of any person whilst in or upon the Facilities during the Event;
- 18.8. 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 Pan Pacific London's name into disrepute;
- 18.9. 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.
- 18.10. 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.

## **19. NOTICES**

- 19.1. 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 email:
  - (i) 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
  - (ii) 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.
- 19.2. Communications shall be deemed to have been received:
  - (i) 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
  - (ii) if delivered by hand, on the day of delivery.

## **20. GENERAL**

- 20.1. 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.

- 20.2. 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.
- 20.3. The Client shall at all times use its best endeavours to ensure that:
- (i) 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;
  - (ii) the conduct of (i) it, including its agents and/or sub-contractors, and/or any entertainers hired by or on behalf of the Client or guests and/or 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 Pan Pacific's name into disrepute, shall not be appropriate.
- 20.4. Where the Client directly provides the Hotel with guests' personal data, the Client shall ensure that it obtains the relevant consent from the guests in order that the Hotel may process and share guests' personal data, including sensitive personal data, collected directly from the Client in accordance with the Hotel's privacy policy which can be found online at <https://www.panpacific.com/en/privacy-policy.html>, or in hard copy at the Hotel, upon request. In particular, the Hotel may use information it holds about guests, for the purpose of service-related messages before and after the Event, and to keep guests informed about its services, events or special promotions.
- 20.5. The Hotel undertakes that it will comply with all relevant obligations of the United Kingdom's Data Protection Act 2018 and any other applicable data protection and privacy legislation.
- 20.6. If payment of any sum or invoice payable under the Event Agreement or these Terms and Conditions is not received within the time specified, the Hotel reserves 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.
- 20.7. 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 20.7, it shall levy cancellation charges in accordance with Clause 8.
- 20.8. 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.
- 20.9. 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.
- 20.10. 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.

- 20.11. 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.
- 20.12. The Client shall not assign, charge, mortgage, pledge or otherwise transfer its rights and obligations hereunder without the Hotel's prior written consent.
- 20.13. 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.
- 20.14. 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 Pan Pacific Hotels Group and its affiliates.
- 20.15. 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.