



ST. PANCRAS
MEETING ROOMS
LONDON WCI

TERMS & CONDITIONS CONFERENCE AND EVENTS

DEFINITIONS USED:

- "Client" means the entity responsible for commissioning and payment of the Event, as specified in the Event Agreement.
- "Reservation" means the booking of a Company's room or rooms.
- "Event" means the use of the Company's public spaces, guest rooms, and food and beverage facilities, specific details of which are set out in this Contract.
- "Company" means St. Pancras Hotel Group Ltd and any associated companies, part of SPHG Ltd.
- "Agent" means a third party agent or other agency who performs services that result in a Reservation at one of the Company's Properties.
- "Contract" means the Appendix to this agreement, setting out the details of the Event in question.
- "VAT" means Value Added Tax.

VAT

Please note that rates of VAT are subject to change and the Guest will be responsible for payment of taxes applicable at the time of the stay (as well as any rate increases resulting from tax increases).

EXTRAS

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

The Company reserves the right, and by signing this agreement the Client authorises, charges to be made to the Client's credit or debit card for any damage caused to any Company property by the Client or their invitees. This includes, but is not limited to, specialist cleaning or/and items deemed to be missing or beyond repair upon departure and any unpaid items charged to any account.

SERVICE CHARGE

Please note that a voluntary 12.5% service charge will be applied to all reservations and private parties of 9 or more guests using the Food and Drink facilities. Details on how the service charge is distributed are available on request.

ADDITIONAL SPEND

On or before the arrival date, as mandated in the Contract, the Client will confirm in writing the names of those attendees who the Client considers to be authorised to sanction additional spend at the Event over and above the contracted amounts.

TERMS OF PAYMENT

If the Client has agreed sufficient Credit facilities then no deposit or pre-payment is required and payment in full will be due within 7 days after receipt of the invoice.

If no credit facilities are agreed the following deposit schedule will be used:

Function Type	Deposit Schedule
Meeting	Full Payment 7 days prior to Event (Non-refundable)
Private Dining	£10.00 deposit per person to be paid on confirmation of Event (Non-refundable)
Minimum Spend Event	50% of Contracted Minimum Spend to be paid on confirmation of Event (Non-refundable). Remainder paid in full 14 days prior to Event.
Events (incl. pre-ordered F&B)	Full Payment of pre-ordered F&B 14 Days Prior to Arrival (Non-refundable)

All deposits as defined above are non-refundable. All events require the contracted deposit to be received before they are confirmed.

If credit has not been approved for your function, the Client will provide the Company with the credit card details to which all estimated master account charges will be charged. Accounts 30 days past due will be charged interest at a rate of 4% above the Barclays base rate per month or the maximum rate allowable under applicable law or regulation (whichever is lower).

COMMISSION (Applicable to Agents Only)

The Company will only pay commission on an occupied space. Commission will be paid after the Company receives full payment and a valid commission invoice. The Company has no obligation to take any action to collect funds on behalf of the Agent.

The Agent agrees to take full responsibility for determining disclosure of commission and for making such disclosure if it is required. The Agent further agrees to reimburse the Company for any fees, costs, liabilities or expenses that the Company incurs should any Guest claim disclosure was insufficient.

OUTSIDE FOOD AND BEVERAGE

The Client may not bring any food or drink onto Company premises from an external source before, during or after the Event, unless agreed in writing by the Company. If food or beverages are brought onto Company premises for consumption, a charge will be made equal to the Company's selling price for that or an equivalent product, which shall be in the absolute determination of the Company.

CANCELLATION

The rates offered by us are based in part upon the total gross revenue anticipated by us from your Contract. The Client guarantees a minimum revenue, inclusive of tax and exclusive of service charge.

All notices of cancellation must be received in writing from the Client or Agent and will take effect from the date of receipt by the Company. All cancellation charges are ex-VAT.



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Should you need to cancel your Event the following charges will be applied:

Function Type	Cancellation Policy
Meeting	Full Payment if cancelled 28 days or less prior to Event
Private Dining	£10.00 deposit per person to be paid on confirmation of Event (Non-refundable Deposit)
Minimum Spend Event	50% of Contracted Minimum Spend to be paid on confirmation of Event (Non-refundable Deposit) Full Payment of Minimum Spend if cancelled 14 days or less prior to Event
Events (incl. pre-ordered F&B)	Full Payment of pre-ordered F&B 14 Days Prior to Arrival (Non-refundable Deposit) Full Payment of Contracted Spend if cancelled 14 days or less prior to Event

On rare occasions the Company may need to cancel a Client's or Agent's Event within one week of arrival. In such circumstances the Company will provide a full refund but will have no further liability arising out of such cancellation.

PERFORMANCE/REDUCTION IN NUMBERS

If the Event is held, but the Company does not realise the total revenue anticipated from the Event, the Client agrees to pay reasonable liquidated damage to the Company for lack of performance. The amount owed will be the sum necessary for the Company to receive no less than the minimum spend at the rates set out above or the equivalent sum to satisfy the contracted agreement based on the minimum number of people required by the Company to confirm the Reservation.

The final number of guests attending must be confirmed at least 48 hours prior to the arrival date of the Event. In the event that they are not received in due time then the most recent number agreed upon before the deadline above will be used.

OUTSIDE CONTRACTORS

Should the Client elect to utilise outside contractors or sub-contractors on the Company's premises during the Event, the Client or Agent must notify the Company of your intention to use such providers at least 14 days in advance of your Event. All outside contractors must (1) adhere to the Company's rules (including but not limited to health and safety regulations and rules) and (2) must sign a hold harmless, indemnification and insurance contract in the form currently in use by the Company for similar outside contractors and provide proof of insurance in amounts acceptable to the Company (amounts and types of insurance may be changed or increased in the Company's sole discretion based on the type of services the outside contractor will be providing) before they will be allowed to provide services on the Company's premises.

The Company reserves the right, at its sole discretion, to require any outside contractor or sub-contractor to be removed from the Company's property.

RESPONSIBILITY AND INSURANCE

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

GENERAL Terms & Conditions

PROMOTIONAL CONSIDERATIONS

The Company reserves the right to review and approve any advertisements or promotional materials in connection with any Third Party promotion that specifically references any name or logo of the St. Pancras Hotel Group and family of brands.

FORCE MAJEURE

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

GOVERNING LAW AND ARBITRATION

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

COMPLIANCE WITH LAWS

The Company agrees to comply with all applicable national and local laws, including health and safety codes and anti-terrorism laws and regulations. The Company agrees to cooperate with any relevant governmental authority to ensure compliance with such laws.

The Company represents, warrants and agrees that it is currently in compliance with all applicable local and national regulations or laws. The Company may cancel this Agreement without any liability if in the Company's sole, reasonable determination, the Company believes that it is necessary to do so in order to comply with its obligations under applicable laws, rules or regulations.

INDEMNIFICATION AND LIMIT OF LIABILITY

To the fullest extent permitted by law, each party shall defend, protect, indemnify and save the other, including the indemnified party's officers, directors, employees, parent company, owner, partners, subsidiaries and any other related or affiliated entities, harmless from and against all claims, losses or damages to



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persons or property, governmental charges or fines and costs and expenses (including, but not limited to, attorneys' fees) (collectively, "Claims") in any way arising out of or relating to the Reservation which is the subject of this agreement.

The party found to be at fault or responsible for any claim, loss or damage will be required to indemnify the other party as provided in this paragraph. To the fullest extent permitted by law, the parties agree that a comparative negligence standard will apply to any Claims and each party will be responsible for paying for the portion of the total Claims attributable to its fault.

In the event of a settlement of any claim, expenses will be allocated proportionately based upon the amount paid by each party. In the event of a dispute over a party's obligations under this indemnification clause, the parties agree to resolve the dispute by mutual Agreement of appointed representatives, or by arbitration pursuant to the arbitration clause contained in the agreement if such dispute cannot be resolved by mutual agreement.

SUCCESSORS AND ASSIGNS

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

WEBSITES

All reasonable efforts are made to ensure the accuracy of the information displayed on the Company's websites. The Company does not accept responsibility for any errors or omissions and reserves the right to amend or cancel any arrangements featured on the Websites without prior notice. Please note that the Company will use images of sample rooms when representing a particular room type.

The content of the Website is the copyright of the Company and may not be copied, reproduced, published, distributed or amended for any other purpose without the Company's prior written consent.

MISCELLANEOUS

The parties agree that for purposes of this agreement and any amendment or modification thereto, or for any other notice or communication between the parties, signatures sent or received by facsimile and electronic transmission will be considered as enforceable and valid as an original signature by the party signing.

The effective date of communications between the parties will be determined as follows: (1) Communications sent by courier will be effective as of the date of receipt as evidenced by the courier company; (2) Communications sent by first class mail (or local equivalent), recorded delivery or registered post shall be effective as of at 9.30am on the second clear day after the date of posting; (3) Communications sent via facsimile or electronically will be considered effective as of the date and time on the facsimile or electronic confirmation sheet retained by the sender.

This agreement, with exhibits attached hereto (if any), upon signature by both parties constitutes the entire agreement between the parties and may not be amended or changed unless done so in writing and signed by the Hotel and either Guest or Agent. The designated expressly agree and warrant that they are authorised to sign and enter into this agreement on behalf of the party for which they sign.

Signed for and on behalf of the Company

Christian Kaberg
Group Operations Director

Signed for and on behalf of the Guest/Agent

Signature:

Full Name:

Position:

Date: