

## TERMS & CONDITIONS:

The [Uniform Conditions for the Hotel and Catering Industry](#) (UCHCI) apply to all reservations. The conditions below deviate from this and have been drawn up especially for Leonardo Hotels Benelux.

### 1. Scope

These general terms and conditions govern the agreement entered into between the client and us for our hotel services to be provided to the client, on the date(s) set out in the hotel agreement. The agreement becomes legally binding once signed by both parties, and cannot be transferred to a third party without prior consent from the hotel. Any changes to the agreed scope of services, including guest numbers or event elements, must be confirmed in writing and may be subject to repricing at the hotel's discretion.

### 2. Compliance with laws/regulations

2.1 This Agreement is subject to the Dutch law. All disputes, conflicts and claims arising from or in connection with this agreement shall be settled amicably between us. Should we fail to reach an amicable settlement, the matter shall be submitted to the competent court at the hotel's domicile.

2.2 The Hotel shall comply with all national, provincial and local regulations which apply to its facilities and operations, including building and fire codes, the provision of facilities and services to the disabled and the sale, service or furnishing of alcoholic beverages and shall obtain all permits and licenses required to provide the services covered by the hotel agreement.

2.3 The hotel reserves the right to immediately terminate the agreement without liability if the client's event compromises legal compliance, moral standards, or the hotel's brand reputation.

2.4 If the governmental or municipality taxes (including VAT and/or city taxes) change, the charges will be reflective effective the date of this increase.

#### 2.5 Alcohol service:

In accordance with licensing laws, the hotel reserves the right to refuse service to any guest under the age of 18 or appearing intoxicated. The hotel reserves the right to remove the offending guests from the premises or to close the bar entirely.

#### 2.6 Smoking & substance policy:

Effective July 1st, 2018, Leonardo Royal Hotel Amsterdam is a 100% smoke-free facility, in accordance with Dutch legislation. Smoking is strictly prohibited in all indoor areas, including guest rooms. This policy applies to all forms of smoking (traditional cigarettes, E-cigarettes and vaporizers, Shisha/hookah, Cannabis or other narcotics).

Tampering with Smoke Detectors: Tampering with, disabling, or dismantling smoke detectors is a serious violation. If detected, a €500 fine may be charged at the hotel's discretion and will result in immediate removal from the premises without refund.

Cleaning Violation Charges: Any evidence of smoking indoors will incur a €250 cleaning fee, charged directly to the guest account.

N2O / Nitrous Oxide (Laughing Gas) Policy: The possession, use, or suspicion of use of N2O (Lachgas/Laughing gas) on hotel property is prohibited. Any guest found in violation will be asked to vacate the hotel immediately and all outstanding charges must be settled in full.

### 3. Event facilities

3.1 The client acknowledges that they are not allowed to supply, directly or indirectly, any food & beverage, flowers and other decoration, except with the prior written consent of the hotel management.

3.2 All decoration plans, technical installations and various adjustments of accommodation, meeting rooms and lounges in the hotel must comply with the applicable safety regulations and standards in force and require the prior written consent of the hotel management.

Such approval always excludes the drilling of walls, floor or coverings by any means whatsoever and the use of the adhesive products on the same.

3.3 Except with the hotel management's prior written approval, the client must not:

- Make any reference to or use in any way the signs, symbols and logos of any company of Leonardo hotels or make available publicly photographs taken in the hotel's premises.

- Sublet the premises which are the subject matter of the hotel agreement or use the same for any purpose other than the agreed purposes.
- Sell goods or services (including tickets) on the hotel premises.
- Use tickets, posters or other advertising or promotional material for the event.

3.4 The client must obtain prior written permission from the hotel for any musical entertainment that the client wishes to include in this event. The hotel reserves the right to refuse any entertainment incompatible with the image and services policy of the hotel.

3.5 The hotel reserves the right to request volume levels to be reduced or request certain musical instruments to be omitted should it feel that it may cause possible noise pollution in its vicinity and effect other guests and/or events in the hotel. Upon request, the hotel's music policy and guidelines will be provided.

3.6 The client shall make sure that all the necessary declarations have been made to the relevant authority for the use of any musical composition, subject to laws on intellectual property rights.

### 3.7 Conduct:

It is the client's responsibility to ensure all their guests behave in an orderly manner during the event. The Hotel reserves the right to remove any guest/s from the premises if they behave in a manner unreasonable or potentially disruptive towards the wellbeing of the other guests or staff.

### 3.8 Final event requirements:

Final conference requirements must be supplied to the hotel 14 days prior to the commencement of the conference. These details relate to food and beverage menus, room set up, program and timing list, decorations, audio visual equipment, power, telephone and datelines. We understand that there are sometimes further adjustments required after this date, but these adjustments may be subject to additional charges.

- Food & beverage requirements:  
If the final menu has not been chosen 14 days prior to the commencement of the event, the executive chef will elect the menus for your event taking into consideration the available produce and the client's agreed budget. The client undertakes to inform the hotel in writing if there would be a need for any special dietary requirements at least 7 days prior to the event. No extra charge will be made for these meals, as long as they do not exceed the cost of the chosen menu. (Kosher Meals will incur an additional charge). Upon request, copies of proposed menus will be provided.
- Food & beverage guaranteed numbers:  
The guaranteed guest count is required in writing 72 hours i.e. 3 working days prior to the commencement of the event. This count is not subject to any reduction. If the hotel is not advised of a guaranteed count within the time frame, the contracted number of guests will become the guaranteed guest count. The guaranteed number represents the minimum number of guests charged for or the actual head count on the event day, whichever is greater.

### 3.9 Conference materials:

- Each box must be clearly labelled to identify the conference and/or event name, plus number of boxes in shipment (i.e. 1 of 4, 2 of 4, etc) and be addressed to the event manager. For security purposes, please ensure you have notified the hotel prior to shipment.
- The hotel is not responsible for assembling any displays or exhibition stands.
- Due to the hotel's limited storage capability, the hotel must restrict complimentary storage to a maximum of 5 boxes, to no more than 3 business days prior to the function set up and 3 days maximum following its termination.
- The client is responsible of the pick-up of event material after the event. The hotel reserves to right to remove any event material left at the premises after the above-mentioned period.

### 3.10 Setup times:

The hotel reserved the right to book out the same function room two (2) hours prior to your scheduled event start time and two (2) hours after your event is scheduled to end. All setup and teardown activities must occur within the designated time slot unless otherwise approved in writing by hotel management. Additional time may be granted based on availability and may incur additional charges.

## 4. Guest rooms – Guaranteed block

4.1 A final rooming list will be required up to 14 days prior to the first day of the event. Rooms not confirmed by the cutoff date will be automatically released back to general inventory. Reservations after this point will be handled on a case-by-case basis at prevailing rates.

4.2 The hotel will send back to the client the rooming list prior to arrival in order that the client may verify names and room type allocation.

- Any changes in room block must be communicated by the client in writing, with written acknowledgement by the hotel. Name changes will be allowed provided all rooms are guaranteed.
- The hotel agrees not to send any individual confirmation or contract to the end user guest, unless requested by the client to do so.

## 5. Attrition & Cancellation

### 5.1 Attrition Policy and Procedure

Accommodation and event charges are based on delegate numbers as agreed and are used to generate the hotel agreement. Should your numbers change prior to the signing of the hotel agreement; then the terms of the hotel agreement may change accordingly.

Days from Arrival	Attrition Policy
From the signing of the hotel agreement to 60 days prior to arrival	Up to 10% of original rooms/guest per night/per day reserved may be cancelled without charge. Cancellations over and above 10% will be charged in accordance with cancellation policy.
60 - 30 days prior	Up to 10% of the remaining rooms/guests per night/per day reserved may be cancelled without charge. Cancellations over and above 10% will be charged in accordance with cancellation policy.
Less than 30 days prior	All cancellations will be charged in accordance with cancellation policy.

### 5.2 Cancellation Policy and Procedure

If the client partially or completely cancels the event and/or the accommodation rooms; the hotel will apply the cancellation charges based on the scale below.

Up to a maximum of 100 guests per day

Cancellation Date Range	Cancellation Charges represent lost revenue from accommodation, food & beverage and meeting room rental charges
From signing of the contract - 90 days prior to arrival	5% of total estimated accommodation and events charges as booked will be charged
Between 89 - 60 days prior to arrival	15% of total estimated accommodation and events charges as booked will be charged
Between 59 - 30 days prior to arrival	35% of total estimated accommodation and events charges as booked will be charged
Between 29 - 14 days prior to arrival	60% of total estimated accommodation and events charges as booked will be charged
Between 13 - 7 days prior to arrival	85% of total estimated accommodation and events charges as booked will be charged
7 days or less prior to the date of arrival	100% of total estimated accommodation and events charges as booked and no refund of any deposits paid to the hotel

Between 101 – 200 guests per day

Cancellation Date Range	Cancellation charges represent lost revenue from accommodation, food & beverage and meeting room rental charges
From signing of the contract - 120 days prior to arrival	10% of total estimated accommodation and events charges as booked will be charged
Between 119 - 91 days prior to arrival	25% of total estimated accommodation and events charges as booked will be charged
Between 90 - 61 days prior to arrival	50% of total estimated accommodation and events charges as booked will be charged
Between 60 - 31 days prior to arrival	75% of total estimated accommodation and events charges as booked will be charged
30 days or less prior to the date of arrival	100% of total estimated accommodation and events charges as booked and no refund of any deposits paid to the hotel

From 201 guests per day

Cancellation Date Range	Cancellation charges represent lost revenue from accommodation, food & beverage and meeting room rental charges
From signing of the contract - 180 days prior to arrival	10% of total estimated accommodation and events charges as booked will be charged
Between 179 to 120 days prior to arrival	25% of total estimated accommodation and events charges as booked will be charged
Between 119 - 91 days prior to arrival	50% of total estimated accommodation and events charges as booked will be charged
Between 90 - 61 days prior to arrival	75% of total estimated accommodation and events charges as booked will be charged
Between 60 - 31 days prior to arrival	90% of total estimated accommodation and events charges as booked will be charged
30 days or less prior to the date of arrival	100% of total estimated accommodation and events charges as booked and no refund of any deposits paid to the hotel

5.3 The client will provide to the hotel, on a timely basis, any changes to its guest numbers, accommodation and function space requirements for the event. All changes are subject to the above attrition and cancellation policy and procedure. Should there be any further amendments to the accommodation and/or event and meeting room requirements after the signing of the hotel agreement; an addendum will be issued which will be subject to the terms & conditions outlined in the hotel agreement.

5.4 Notice of any cancellation must be received by the hotel in writing, and any cancellation fee assessed is payable by the client no later than 14 days after being invoiced therefore by the hotel or as part of the total event settlement. The deposit amount may be set off against any cancellation fee owed.

## 6. Rates & Invoicing

6.1 All rates quoted are in EURO and the client undertakes to pay in this currency. If the client pays in a different currency, the hotel will apply its then applicable exchange rate on the day of the payment.

6.2 If in the period between contract and execution of your event of group booking the inflation in The Netherlands, according to the Dutch Central Bureau of Statistics, structurally increases with 2% or more, we reserve the right to apply an inflation correction

6.3 In the absence of specific written billing instructions, the hotel will invoice all items agreed upon and all extras to the client. Subject to variations as agreed herein, the amount billed by the hotel to the client is the amount agreed on the conclusion of the hotel agreement plus the charges for additional services provided by the hotel at the client's requests, at the then applicable service rate.

6.4 The client is responsible for ensuring that any third-party vendors they engage maintain appropriate insurance coverage, including workers' compensation and public liability insurance, to the extent required by applicable law.

6.5 The client is required to accept responsibility where their guests fail to pay for any sundry charges.

6.6 Invoices not disputed within 7 calendar days of issuance are deemed accepted. Where there may be issues with a particular amount, this amount only may be held pending review. Invoices must be paid within 14 days from the invoice date.

6.7 This event is to be treated as a wholly separate transaction between the client and the hotel. Neither party may set off any disputed payments from previous events against payments for this event.

6.8 It is the client's responsibility to provide the hotel with written details of those event attendees who may sign charges to the main account.

6.9 If payment is to be made by either a credit or debit card this must be made known to the hotel at the time of booking. Only recognized card merchants will be accepted. The card must be produced by the signatory at the latest 14 days prior to the Event.

6.10 All payments must be made via secure electronic methods. Any unpaid balances may delay event delivery or result in forfeiture of contracted services.

Pre-payment of all total charges is required prior to arrival with the balance due at departure. Should the client wish to apply for credit facilities with the hotel, a credit application form must be completed and will be subject to approval from the hotel's finance department. Please note the client must adhere to the deposit policy set out in the hotel agreement with or without credit facilities.

Account holder	Leonardo Opco Overamstel BV
Account number	0100601421
IBAN	NL17 INGB 0100 6014 21
Currency	EUR
BIC	INGBNL2AXXX
Bank	ING

## 7. Credit and charging

Should the client request a credit facility be made available during the course of the event, this shall be provided at the discretion of the hotel.

The client will provide the hotel with a list of designates who are permitted to access the credit facility and charge items to the main account. The hotel will require the client to honour any charges that are authorized by any of these designates.

Client assumes financial responsibility for any unauthorized charges by its representatives if access to the main account was not explicitly restricted in writing.

## 8. Termination by hotel

8.1 Failure to remit deposit(s) within seven (7) days of due date shall constitute material breach, entitling the hotel to terminate the agreement with an additional seven (7) days' notice.

8.2 In the event of termination of the hotel agreement all down payments made or due remain the property of the Hotel, except where termination is attributable to the hotel's breach of agreement.

## 9. Overbooking

In the unlikely event that the hotel is oversold, the hotel will give the client's delegates that are booked as part of the group agreement priority and will not relocate any of client's delegates unless absolutely necessary. In the event that relocation is necessary, none of the delegates will be relocated without prior notification of, and consultation with, the client. In such cases, equivalent accommodation will be arranged at a nearby property, and transportation will be provided.

## 10. Force Majeure

10.1 Each and every foreseen or unforeseen, foreseeable or unforeseeable, circumstance that hinders the implementation of the hospitality agreement by the hospitality business such that the implementation of the hospitality agreement becomes impossible or burdensome shall be qualified as force majeure on the part of the hospitality business that implies that a potential thus occurring shortcoming of the hospitality business cannot be blamed on the same.

10.2 If one of the parties to a hospitality agreement is unable to comply with an obligation by virtue of the said hospitality agreement then this party is held to forthwith inform the other party accordingly.

10.3 A force majeure for Pandemic or Health Emergency applies under the following conditions:

- There must be a pandemic announcement
- In accordance with the regulations from the government of the country of the establishment
- If government-imposed regulations make accommodation or event delivery materially impossible

### **11. Data Protection and Processing**

The client acknowledges that the hotel agreement is subject to data protection standards and legislation. All information in respect of the client and their delegates that is collected by the hotel during the course of the event will be processed in compliance with the hotel's data policy, GDPR and any other applicable local legislation and regulations.

### **12. Conflict of interest**

To preclude any conflicts of interests, the client may provide the hotel with a list of their competitors. The hotel agrees to advise client promptly if any of the stated competitors are looking for availability of meeting space over the group's meeting dates.

If client determines that accepting such competitor's business during the same dates would be a direct conflict of interest with client's programme, the hotel agrees not to contract with such competitor during client's official event dates.

### **13. Liability**

13.1 The client shall be liable for all damage to the hotel caused by the client and its employees, its visitors and its third-party service providers. Furthermore, the client agrees to indemnify the hotel for all damages suffered by the hotel as a consequence of the wrongful or negligent behaviour of the client, its visitors and its third-party service providers.

13.2 Content of function:

If the Hotel has reason to believe that an event or any part of it will affect the smooth operation of the hotel business, its security or reputation, the management reserves the right to cancel/stop the function or any part of it at their discretion without notice or liability

13.3 Loss or damage:

The hotel will endeavour to take all possible care but accepts no responsibility for damage or loss of equipment, merchandise or other property left on the premises prior to, during and after the function. The hotel will not organize or be responsible for any deliveries or courier requirements. The hotel disclaims liability for any loss or damage to personal or third-party property brought onto the premises by the client or its agents. The client is advised to arrange their own insurance coverage. It is also the responsibility of the client to provide Personal Insurance Cover for their employees or contractors.

The client is financially responsible for any damage sustained or loss incurred, to the hotel's property, carpet, fixtures or fittings, whether through their own action or the action of their guests, appointed agents, contractors or sub-contractors prior to, during and after the event. The client is to ensure that nothing is nailed, screwed, stapled, pinned or adhered to any wall, door, ceiling, furnishing or other surfaces of part of the Hotel.

### **14. Insurance**

The hotel and the client each agree to carry adequate public liability and other insurance protecting itself and the other party against any claims arising from any activities conducted in the hotel during the event.

### **15. Miscellaneous**

The hotel agreement together with the [Uniform Conditions for the Hotel and Catering Industry](#) and these terms and conditions constitutes the entire agreement between the parties and supersedes all prior discussions and writings between the parties with respect to the event. The hotel agreement cannot be amended except in writing by a contract addendum signed by both parties. The terms of any purchase order or other ordering document shall be without force and effect. In the event of a conflict between these T&Cs and any client-issued documentation, these Terms & Conditions shall prevail. No waiver of any term or condition shall be effective unless in writing and signed by both parties.

**By accepting the proposal via Proposals the signatory acknowledges to have fully read and understood the hotel's terms and conditions.**