



# GENERAL TERMS AND CONDITIONS

## FOR HOTEL ACCOMMODATION AND HOLDING EVENTS

### Cancellation Clause - Rooms

- Until *{ninety (90)}* days prior to the first scheduled arrival date, the whole, or part thereof, of the reservation may be cancelled without a cancellation fee being charged.
- Between *{eighty-nine (89)}* and *{sixty (60)}* days prior to the first scheduled arrival date, *{twenty percent (20%)}* of the number of rooms per night may be cancelled without cancellation fee. Any additional cancellations will be charged, based on the contracted room rates. This reduction of the room block cannot be cumulated with any following reductions.
- Between *{fifty-nine (59)}* and *{thirty (30)}* days prior to the first scheduled arrival date, *{ten percent (10%)}* of the initial number of rooms per night may be cancelled without cancellation fee. Any additional cancellations will be charged, based on the contracted room rates. This reduction of the room block cannot be cumulated with any preceding or following reductions.
- Between *{twenty-nine (29)}* and *{fifteen (15)}* days prior to the first scheduled arrival date, *{five percent (5%)}* of the initial number of rooms per night may be cancelled without cancellation fee. Any additional cancellations will be charged, based on the contracted room rates. This reduction of the room block cannot be cumulated with any preceding or following reductions.
- Less than *{fifteen (15)}* days prior to the first scheduled arrival date, any cancellation will be subject to a cancellation fee equal *{one hundred percent (100%)}* of the contracted rate multiplied the number of cancelled room nights.

### Increase in the Number of Rooms

If the Company's room requirements increase to more than the agreed room block, the Hotel shall make every possible endeavor to provide rooms at the Hotel but shall not be liable in case such additional rooms are not available.

### Check-in/Check-out

Check-in will be possible from *{15h00}* local Hotel time on the day of arrival. In case of any arrival before this time, the Hotel will do its utmost to have the room ready but does not guarantee this. Upon the Company's or the individual delegates' prior request, early check-in can be agreed, subject to availability, pre-registration the previous night and payment of an extra overnight charge at the agreed rate. The official checkout time is *{12h00}* local Hotel time. A supplementary charge may be required in the case of late checkout: half day rates apply for extensions up to *{16h00}* local Hotel time and are subject to availability on the day.

### Early Departure

If a delegate decides to leave the Hotel before the date of departure booked, cancellations fees are payable. The Hotel shall have the right to charge these nights at the contracted rate until the date of departure originally booked.

### Relocation Policy

In the event the Hotel is unable to provide a guestroom to a delegate holding a reservation, the Hotel agrees to notify the Company as soon as possible and provide the Company the opportunity to determine which delegate is to be relocated. Accommodation will be provided at the nearest comparable Hotel and a three (3) minute long distance call plus one daily round-trip transportation between the other Hotel and the Hotel during the time the attendee is at the alternate Hotel shall be at the Hotel's sole expense.

### Cancellation Clause . M&E Space

- Until *{ninety (90)}* days prior to the first scheduled event date, the whole or part of the agreed event, including meeting rooms, delegates and services) may be cancelled by the Company without cancellation fee.
- Between *{eighty-nine (89)}* and *{sixty (60)}* days prior to the first scheduled event date, *{twenty percent (20%)}* of the number of delegates and / or of the booked services may be cancelled without cancellation fee. Any additional cancellations will be charged, based on the contracted rates.



- Between *{fifty-nine (59)}* and *{thirty (30)}* days prior to the first scheduled event date, *{ten percent (10%)}* of the initial number of delegates and / or booked services may be cancelled by the Company without cancellation fee. Any additional cancellations will be charged, based on the contracted rates. This reduction of the total event cannot be cumulated with any of the preceding or following reductions.
- Between *{twenty-nine (29)}* and *{fifteen (15)}* days prior to the first scheduled event date, *{ten percent (10%)}* of the initial number of delegates and / or booked services may be cancelled without cancellation fee. Any additional cancellations will be charged, based on the contracted rates. This reduction of the total event cannot be cumulated with any of the preceding or following reductions.
- Between *{fifteen (15)}* and *{three (3)}* working days prior to the first scheduled event date, *{five percent (5%)}* of the initial number of delegates and / or booked services may be cancelled without cancellation fee. Any additional cancellations will be charged, based on the contracted rates. This reduction of the total event cannot be cumulated with any of the preceding or following reductions.
- Less than *{three (3)}* working days prior to the first scheduled event date, any cancellation of the number of delegates and/or booked services will be subject to a cancellation fee equal to *{one hundred percent (100%)}* of the delegate participation fee and the contracted rate for the booked services.

#### Increase in the Number of Delegates

If the number of delegates increases to more than agreed number, the HOTEL shall make every possible endeavor to arrange for additional space and services for the increased number of delegates, but the Hotel will not be liable, if additional delegates cannot be accepted for the event. The exact number of delegates must be confirmed to the Hotel at least three (3) working days prior to the event.

#### Technical & Other Equipment Clauses

##### *The Company will provide their own Technical & Other Equipment*

The Company may use its own electrical equipment when connected to the power supply of the Hotel only subject to the Hotel's prior written consent and shall be liable for breakdowns or power shortages caused by the use of its devices. Electricity costs shall be charged to the Company at a flat fee to be agreed upon. The Company shall reasonably in advance ask permission from the Hotel prior to placing any posters, signs, flags or any other advertisement material on the premises of the Hotel, including out-door facilities.. At the end of the event, the Company shall remove all its material from the Hotel's premises. The Hotel shall not be obliged to store and safeguard any equipment that has not been removed.

##### *The Company will use the Hotel's Technical & Other Equipment*

The Company shall, if use of Hotel's technical or other equipment is agreed in the Contract, apply all reasonable efforts to avoid any damage to such technical and other equipment. The Company shall be liable for all items of technical and/or other equipment made available in the Hotel, be it in the public areas, the rooms and/or meeting rooms and will be charged for all damage to or loss of this equipment.

If Hotel's suitable technical and other equipment is ultimately not used by the Company, this shall not affect the agreed rates.

The Company shall reasonably in advance ask permission from the HOTEL prior to placing any posters, signs, flags or any other advertisement material on the premises of the Hotel, including out-door facilities.

##### *Hotel will provides Technical & Other Equipment via a 3<sup>rd</sup> party*

If the Hotel procures at the Company's request technical and other equipment from third parties, it shall be acting on behalf of, as the agent of and on account of the Company. The Company shall be liable for the proper handling and orderly return of such equipment. It shall indemnify the Hotel against all claims brought by third parties as a result of the provision of such equipment. The Company shall reasonably in advance ask permission from the HOTEL prior to placing any posters, signs, flags or any other advertisement material on the premises of the Hotel, including out-door facilities.





### Deposit Policy

The Company agrees to pay the Hotel the deposit(s) on date(s) as outlined below. If the deposit(s) is/are not paid before the due date(s), the Hotel has the right to terminate the Contract by written notice to the Company within ten (10) working days from the due date. The Company shall in case of such termination be obliged to compensate the Hotel and pay damages of no less than the amount of cancellations fees which would apply upon cancellation of the event at that point in time prior to the event.

### Changes to Taxes or Other Charges

If official government or local authorities imposed taxes and/or service charges mentioned in the Contract would change prior to or during event, the agreed rates and other charges shall change accordingly and the revised rates and other charges shall be notified to the Company in writing by the Hotel.

### Liability

Each Party is liable to the other for its non-performance or undue performance under the Contract. The Hotel shall however only be liable to the Company and/or any delegate in case of gross negligence or willful default of any person being instructed and supervised by the Hotel.

The Company shall be severally and jointly liable for the delegates' performance under the Contract, including observation of their duty of care and timely payment of any invoiced amount in relation to the event. For the avoidance of doubt, the Company shall be liable for payment of any amount outstanding by delegates for room charges and cancellation fees, breakfast and extras, and in the case of no-shows.

### Duty of Care

The Hotel represents to fully comply with all applicable local fire and safety regulations; the Hotel pursues regular controls of its technical installations and customer protection processes to ensure highest safety and hygiene standards. The Hotel undertakes to provide reasonable advance notification to the Company of any refurbishment or renovation taking place at the Hotel's property at the time of the event.

### Force Majeure

In the event of a circumstance of Force Majeure which is defined as circumstances beyond the control of either Party, such as any Act of God, fire, flood, meteorological perturbation, explosion, war, armed hostilities, act of terrorism, riots, civil commotion, revolution, blockade, embargo, strike, government action, official or regulatory intervention, either Party shall be entitled to suspend this Contract until such time when the circumstances constituting Force Majeure have disappeared. The Company's and any delegate's reservation confirmed for the event on a date within the period of Force Majeure may be cancelled by the Hotel by written notice to the Company. Each Party shall nevertheless use its reasonable endeavors to alleviating the effects of such circumstances constituting Force Majeure, including agreeing upon alternative arrangements.

If either Party becomes aware that any circumstances constituting Force Majeure have arisen or that any circumstances which may constitute Force Majeure may arise, it shall immediately notify the other Party by telephone and/or by facsimile.

### Indemnity

The Hotel shall hold harmless and shall indemnify the Company in respect of any direct loss or damage only, including penalties, levies, fines, expense, legal fees incurred by the Company where Hotel is liable and has caused such loss or damage by its performance under the Contract. The Hotel will not be obliged to so indemnify the Company to the extent such claim, cost, expense or damage results from negligence, willful misconduct or bad faith on the part of the Company or any delegate(s) of the event.

The Hotel shall hold harmless and shall indemnify any delegate(s) in respect of any direct loss or damage only, including penalties, levies, fines, expense, legal fees incurred by such delegate where Hotel is liable and has caused such loss or damage by its performance under the Contract. The Hotel will not be obliged to so indemnify the delegate(s) to the extent such claim, cost, expense or damage results from negligence, willful misconduct or bad faith on the part of the Company or the delegate(s).





Access, storage and placing of all kinds of materials which will be brought to the Hotel by Company from outside and display of any kind of desk flags, posters, flags and other promotional items in public areas during the organization shall be subject to prior written consent of Hotel. Hotel reserves the right of denying such requests. It is the responsibility of Company to handle locating, re-locating and safeguarding of the materials with its own resources. Hotel does not accept any liability for the damages, losses and harms, which might take place during transportation, placement, storage and displaying of such materials. Company may get those materials insured or may appoint a security guard on its own cost. All kinds of permits and tax liability, which might arise due to display of those materials, belong to Company.

#### Applicable Law

This Contract is subject to the laws of the country where the Hotel is located. All disputes, conflicts and claims arising from or in connection with this Contract shall be settled amicably by the Parties. Should the Parties fail to reach an amicable settlement, the matter shall be submitted to the competent court at the Hotel's domicile.

#### Other Terms and Conditions

##### **Brand Protection and Graphic Standards:**

Company is granted a limited, royalty free license for the use of the "Radisson Blu" Brand and Marks subject to prior written approval by The Rezidor Hotel Group AB and/or Hotel for use in printed media only. Upon early termination or expiry of this Agreement such license shall immediately terminate. Use of the Brand and Marks is strictly prohibited in connection with any radio, television or internet marketing or advertising including the use of the Brand in conjunction with paid listings in search engines, meta tags, keywords, links and any other means intended to influence search engine results for internet searches invoking the Brand. Hotel reserves the right to terminate this agreement on ten (10) days notice on any breach of this clause."

##### **Intellectual Property:**

Company expressly recognizes that it does not obtain without the express prior written approval of HOTEL, any rights to Hotel's or The Rezidor Hotel Group AB's materials, trademarks, brand names, logos and signs, nor any other information, data, databases, software, design, name or any other material provided/developed and owned by HOTEL or The Rezidor Hotel Group AB ("Materials"). The Company shall not use, without Hotel's prior written approval, any Materials in any radio, television or internet marketing or advertising including with regards to the internet the use of the Materials in conjunction with paid listings in search engines, meta tags, keywords, links and any other means intended to influence the results for internet searches invoking the Materials. Any breach of this clause shall entitle Hotel to terminate this Contract immediately without prejudice to any other rights or remedies that it may have against Company.

##### **Outside Food and Beverage Products:**

Hotel does not allow guests bringing any food and beverages items from outside to Hotel without Hotel Management's prior written approval.

##### **Shipping & Delivery:**

COMPANY and/or guests should not send any goods, articles or promotion materials subject to custom to the name of HOTEL, Radisson BLU Bosphorus Hotel, Istanbul and/or its employees. HOTEL takes no responsibility for custom clearance

#### General Provisions

Rates in foreign currency shall be converted into Turkish Lira with the ([Currency Buying](#)) rate of Turkish Central Bank announced for the check in date of the group.

Car park is not operated by Hotel's management agreement. All overnight staying guests are entitled to use the car park at no cost. Non-staying guest are subject to pay parking fee.

Smoking is prohibited in hotel indoor areas as per law. Therefore, smoking of any kind of cigarettes or tobacco products is not permitted in Hotel except in the designated guest rooms.

