

**\*Redacted\***

Department for International Trade  
50 Victoria Street  
London, SW1H 0TL  
Great Britain

08th March 2022

**\*Redacted\***

Ref: Department for International Trade co WM, Thursday, 28th July 2022

On the following pages you will find the schedule of your event at the Marriott Forest of Arden, Warwickshire.

We kindly ask you to check the details and inform us of any changes.

If you have any questions, please do not hesitate to contact us.

Yours sincerely,

**\*Redacted\***

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## BANQUET EVENT CONTRACT

**\*Redacted\***

Between (hereinafter referred to as the "Hotel"):

Hotel:  
Hotel address:

Marriott Forest of Arden, Warwickshire  
Maxstoke Lane,  
Meriden, CV7 7HR

And (hereinafter referred to as "Client"):

Client:

Department for International Trade

Contact Name:

**\*Redacted\***

Address:

50 Victoria Street London, SW1H 0TL



Telephone:	+447717 568571
Fax:	
E-mail:	<b>*Redacted*</b>
Booking Name:	Department for International Trade co WM
Function Type:	
Doorcard:	N/A
Arrival Date:	28th July 2022
Departure Date:	10th August 2022
Client representative during event:	TBC
Hotel representative for your event:	<b>*Redacted*</b>
Phone No:	
Fax:	
E-mail:	<b>*Redacted*</b>

#### Billing Instructions

Full pre-payment via BACS no later than 28 days prior to arrival (FOR GOLF STAYS AND SOCIETIES £10 PER PERSON DEPOSIT REQUIRED WITH THE RETURN OF THE SIGNED CONTRACT)

A pro-forma invoice will be sent prior to 28 days.

You will also be required to provide full credit card details upon return of the signed contract to guarantee your event and guarantee any extras above the pre-paid amount towards your event or incurred during your event.

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#### Catering Notes

**CAR PARK:** We now operate a car park barrier system. In order to gain access to the hotel you are required to drive up to the barrier and press the Green Button. Upon leaving the hotel you will need to obtain the 4 digit code to key-in from Business Centre or Main Reception in order for the barrier to rise to allow you to drive on.

**USE OF FUNCTION ROOM WALLS:** We do not permit items/posters etc to be attached to the walls in our function rooms.

**SECURITY:** Please ensure your room is locked by an Event Coordinator when the room is not occupied.

**ALLERGENS:** In accordance with the requirements of the Food Information Regulations pertaining to the 14 allergens specified therein. We request all guests to note that all food is prepared in an area where allergens are present. If you have any concerns about the food and beverage served or have any intolerance or allergies please ensure that you clearly specify details to a member of the staff and inform us prior to placing an order or consuming any food and beverage at the establishment.

**DELIVERIES:** Please outline any organised deliveries prior to arrival due to our limited storage space.

**STORAGE NOTE** Any questions relating to the storage of property prior to or at the end of the function should be discussed at the planning stage and appropriate arrangements made for secure storage. However, whilst this should be the case, there may be occasions when there are unforeseen circumstances and the conference organisers request secure storage for electrical equipment or items of value. Where possible assistance should be given. Where a request for the storage of property belonging to conference organisers or delegates is received, all items should be documented, recorded and witness and stored securely.

**CORKAGE CHARGES:** please note that anyone found to be bringing in their own wines/sparkling wines or spirits etc will be subject to



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## FUNCTION OVERVIEW

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### Catering Notes

on the spot corkage charges.

### General Notes

In addition, the following will apply with specific respect to the COVID-19 outbreak characterized as a pandemic by the World Health Organization on March 11, 2020: If (1) the country, the state or province where the Hotel is located, or the country(ies), state(s) or province(s) from which a majority of event attendees are traveling, issues a regulation, advisory, notice, or warning (collectively, a "Notice") advising travellers to avoid travel to the city where the Hotel is located, avoid gatherings of the size contemplated by this Agreement, or to shelter in place/stay at home as a result of the COVID-19 pandemic, and such Notice covers the Event dates, and (2) as a direct result of such Notice, Group wishes to modify its Agreement with Hotel, Group will notify the Hotel as soon as reasonably practicable, but in any event at least 14 days before the Group's arrival date. Upon Hotel's receipt of the Group's notice, Hotel and Group will commence good faith discussions regarding potential amendments to this Agreement, which may include, by way of example, rebooking the event (with any deposits on file being applied to the rebooked event) or adjusting the Agreement's attrition clause, or Hotel and Group may, as a matter of final resort, mutually agree to terminate the Agreement without liability if they agree that no suitable alternatives exist and termination is in the best interest of both parties. If Hotel and Group cannot reach an agreement to amend or terminate the Agreement within 14 days of the date Hotel receives Group's Notice, or such other time as mutually agreed by the parties, and Group is not permitted to terminate without liability under paragraph 1 above, the Agreement will remain in full force and effect. This paragraph will become null and void upon the World Health Organization's declaration that the COVID-19 pandemic has ended.

### IMPOSSIBILITY

The performance of this Agreement is subject to termination without liability upon the occurrence of any circumstance beyond the control of either party – such as acts of God, war, acts of terrorism, government regulations, disaster, strikes, civil disorder, or curtailment of transportation facilities – to the extent that such circumstance makes it illegal or impossible for the Hotel to provide, or for groups in general to use, the Hotel facilities. The ability to terminate this Agreement without liability pursuant to this paragraph is conditioned upon delivery of written notice to the other party setting forth the basis for such termination as soon as reasonably practical - but in no event more than 10 days - after learning of such basis.

Termination of the Agreement in accordance with this Impossibility section will be without liability. For purposes of this Agreement, "without liability" means that, except as set forth in the next sentence, no money damages (including any liquidated damages identified in this Agreement) will be due by the terminating party to the other party as a result of the termination and Hotel will refund to Group any deposits that the Hotel has received from the Group for the event. Notwithstanding the foregoing, Group agrees that, if the Agreement is terminated in accordance with this Impossibility section within 7 days of the Group's scheduled arrival date, Group will be liable for any expenses Hotel has already incurred in preparation for the Event, including without limitation the purchase of food and beverage for the Event. Any such amounts will be deducted from any deposit that the Hotel will return to the group or, if no deposit is on file, Hotel will invoice the Group for such amounts.

### Accommodations Notes

**\*Redacted\***



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## FUNCTION OVERVIEW

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### Accommodations Notes

Contracted bedrooms as shown above will be charged for. Any additional rooms will be strictly subject to availability.  
The cancellation policy in the Terms and Conditions will apply to all bedrooms.  
A full rooming list with names of guests will be required a minimum of 14 working days prior to arrival.  
CHECK IN/OUT: Check in is from 16.00pm on the day of arrival and check out is 12 noon on the day of departure.

### Revenue Summary in GBP

**\*Redacted\***



ACCEPTANCE OF DETAILS:

Important Notice

Please note that all pricing and charges in this contract are inclusive of VAT at the rate of 20%.

Any further changes in VAT implemented by the government will also apply if over the agreed period of the contract.

Signed on behalf of the,

Marriott Forest of Arden, Warwickshire

Accepted by,

Department for International Trade

22/4/2022

22/4/2022

\_\_\_\_\_  
Date/Signature

**\*Redacted\***

\_\_\_\_\_  
Date/Signature

**\*Redacted\***



#### LOYALTY PROGRAM – MARRIOTT BONVOY EVENTS

Marriott International, Inc. and its subsidiaries offer travelers: Marriott Bonvoy® Events which provides points, miles, or other Loyalty Program currency in certain regional markets to eligible Loyalty Program members who book and hold qualifying groups, meetings, and events at participating hotels.

Approximately ten (10) business days after the conclusion of the Event (provided that the Event is not cancelled and Department for International Trade has otherwise complied with the material terms and conditions of this Agreement), the Hotel will either award points or submit an award for airline miles to the Member identified below.

Marriott Bonvoy Events is not available in certain circumstances, including (1) for any government employee or official booking a government event (U.S. government event or non-U.S. government event); (2) for any employee of a state-owned or state-controlled entity ("SOE") booking an event on behalf of the SOE; or (3) for any other planner or intermediary when booking an event on behalf of a non-U.S. governmental entity or SOE.

GROUP MUST CHECK ONE OPTION BELOW:

\*The Contact (as identified on page 1 of this Agreement or the Authorized Signer of this Agreement) is eligible to receive Marriott Bonvoy Events points or airline miles

Member Name \_\_\_\_\_

Marriott Bonvoy Member Number \_\_\_\_\_

\*If airline miles are desired instead of Marriott Bonvoy Events points, please also provide:

Frequent flier airline miles account number \_\_\_\_\_

Airline Name \_\_\_\_\_

OR

\*The Contact (as identified on page 1 of this Agreement or the Authorized Signer of this Agreement) declines or is not eligible to receive Marriott Bonvoy Events points or airline miles and hereby waives the right to receive an award of points or airline miles in connection with the Event.

The number of points or airline miles to be awarded shall be determined pursuant to the Loyalty Program Terms and Conditions, as in effect at the time of award. The Terms and Conditions are available on-line at <https://www.marriott.com/loyalty/terms/default.mi>, and may be changed at the sole discretion of Marriott International, Inc. at any time and without notice.

The individual identified above to receive either points or airline miles may not be changed without such individual's prior written consent. By inserting the airline mileage account information, the recipient elects to receive a



## TERMS AND CONDITIONS

### 1. The Agreement

Capitalized terms in this Agreement have the meanings given in Clause 12.

The Agreement, which consists of the Booking Form and these Terms and Conditions, does not include any other oral or written promises, terms or conditions. Any amendment or change to the Agreement shall have no effect unless agreed upon in writing that refers specifically to the Agreement and is executed by duly authorised representatives of both parties. Each Agreement returned signed by the Client shall be an offer by the Client to purchase Event facilities and services and shall only become a binding Agreement when countersigned by the Hotel.

### 2. Confirmations and Guest Numbers

The final details of the Event (such as final timings, menus and special requests) must be confirmed at least ten Working Days before the Event. The Client must inform the Hotel of the Final Number at least three Working Days before the Event. This Final Number will override the Likely Number specified but will not affect the Minimum Number/Spend. The Client shall provide the Hotel with details of the nature and agenda of the Event, names of guests and relevant third parties, upon request.

### 3. Payment

3.1 Price. The price for the Event shall be calculated as stated on the Booking Form and is inclusive of VAT. The Client guarantees the Minimum Spend or the Minimum Number will attend the Event (as applicable) and the Hotel has calculated its charges on this basis. The amount payable by the Client will therefore be calculated according to the highest of (a) the Minimum Number/Spend (b) the Final Number or (c) the number who actually attend the Event.

3.2 Payment. All accounts incurred will be invoiced if credit is approved by the Hotel, in its sole and absolute discretion. If credit is not approved, Client will be required to pay the entire cost of the Event at the time of booking. Payment is due for all credit accounts on presentation of invoice. Any queries will not delay immediate payment of the outstanding balance. No allowance or refund can be made for meals and other elements not taken within the agreed package rate. Payment must be made in Pounds Sterling (UK) payable to the Hotel by cheque, BACS, bankers draft or credit card.

3.3 Deposits. The Client must pay the Hotel the deposit payment(s) specified in the Booking Form. The deposits are non-refundable. If the Client fails to pay any such deposit within seven days after its due date, then the Hotel may (in its sole and absolute discretion) treat the Event as having been cancelled by the Client and, in the Hotel's sole and absolute discretion:

3.3.1 The Hotel may set off any cancellation fees which become payable against the deposit; and

3.3.2 if the deposit held by the Hotel is greater than the amount of any cancellation fees payable, then the balance will not be refundable to the Client.

3.4 Credit. Credit facilities within the Hotel may be obtained on application to the Hotel (subject to the agreement of the Hotel). Credit facilities must be finalised at least two (2) weeks prior to the Event. All amounts incurred against an agreed credit facility will be invoiced immediately after the Event. The Client shall pay all invoices on presentation of the invoice. The Hotel reserves the right to conduct credit checks or otherwise satisfy itself as to the solvency of the Client prior to providing credit facilities. The Hotel may at any time withdraw any credit facility, making any outstanding balance immediately due and payable.

3.5 Interest. When credit facilities are granted and payment is not received within the stated terms, we reserve the right to charge an appropriate rate of interest (3% above base rate) or make a collection charge. All such agreed credit accounts must not exceed their credit limit at any time.

3.6 Extras. The Client shall pay by credit or debit card for any food and beverages or other goods and/or services not provided for in the Agreement or otherwise in correspondence but made available upon request of the Client on the day of the Event.

3.7 Price Variations. In the event of circumstances beyond the Hotel's control (including, but not limited to, increases in the standard rate of VAT), the Hotel reserves the right to vary the prices specified in the Agreement to an extent that reflects such circumstances.

3.8 Invoice Disputes. If the Client has a bona fide dispute in respect of the whole or part of an invoice, it shall notify the Hotel immediately on receipt of invoice. Any invoice not disputed in accordance with this Clause 3.8 will be deemed to have been accepted by the Client. The parties shall co-operate in good faith to resolve the dispute over any invoice as amicably and promptly as possible and on settlement of





any dispute the Client shall make the appropriate payment.

#### 4. Cancellation by Client

4.1 If the Client wishes to cancel an Event or cancel the reservation of some or all bedrooms reserved, the Client must provide the Hotel a written notice of cancellation. Cancellation shall be effective, final and binding on the Cancellation Date. Any notice of cancellation received out of the hours of 9.00am and 5.00pm shall be deemed made on the next Working Day. Any postponement of any Event may be considered as a cancellation under this Clause 4.

4.2 If the Client cancels a Booking, the Hotel will charge a cancellation fee. This cancellation fee shall be a percentage of the charges payable in respect of the Minimum Number/Spend (and, if any separate charge is payable in respect of room hire, of such room hire charge), according to the Cancellation Notice as set out below. If the Event is cancelled less than 3 Working Days before the Event, the Hotel is entitled to charge according to the Final Number, if higher than the Minimum Number/Spend.

##### Cancellation Notice Events Fee

Over 133 days 10%  
 133 days - 91 days 25%  
 90 days - 30 days 50%  
 29 days - 8 days 80%  
 7 days or less 98%

4.3 Where any bedrooms are reserved, such bedrooms:

4.3.1 are block booked and reserved exclusively to the Client and accordingly will not be released unless notice of cancellation of such reservation in respect of the relevant bedrooms is given in accordance with Clause 4.1. The cancellation fees set out in Clause 4.4 will if applicable then apply.

4.3.2 will (unless cancelled as provided above) be charged at the room rate specified in the Agreement (or, if no separate room rate is specified in the Agreement, at the standard room rate) for all nights booked even if any guests do not stay for all nights so booked (including by reason of early departure).

4.4 Cancellation of some or all bedrooms will incur a cancellation fee. This cancellation fee shall be a percentage of the charges payable in respect of the bedrooms cancelled (or, if no separate room rate is specified in the Agreement, of the standard room rate) according to the Cancellation Notice, as set out below.

##### Cancellation Notice Bedrooms Fee

Over 90 days 10%  
 90 days - 61 days 25%  
 60 days - 30 days 40%  
 29 days - 10 days 60%  
 9 days - 3 days 80%  
 2 days - nights of 98%

4.5 The cancellation fees payable under this Clause 4 are a genuine pre-estimate of the loss the Hotel will incur arising out of a cancellation. The actual losses incurred by the Hotel may be greater or less than these cancellation fees. Upon receipt of written cancellation of the bedrooms, rooms will be returned into general inventory at best available rate.

4.6 In addition to the cancellation fees due under Conditions 4.2 or 4.4, the Client must reimburse the Hotel (on an indemnity basis) for any expenditure incurred in respect of any cancelled Event 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.

4.7 The Hotel may invoice the Client for any cancellation fees payable at any time after the cancellation. The Client shall pay such invoice on presentation of invoice.

#### 5. Cancellation by the Hotel

5.1 The Hotel may cancel the Booking:

5.1.1 if the booking might prejudice the reputation of the Hotel;

5.1.2 if the Hotel becomes aware of any deterioration in the Client's financial situation such that the Hotel reasonably considers the Client may not be able to fulfil its material obligations under the Agreement; or

5.1.3 if the Client fails to pay any sum when due.

5.2 The Hotel may charge the cancellation fees provided in Clause 4 in the event of any cancellation under this Clause 5.

#### 6. Outside Services

The prior consent of The Hotel must be obtained for any entertainment or services contracted for the Event by the Client, all of which must comply with any statutory codes and regulations. The Client shall indemnify The Hotel for any loss or damage resulting from the acts or omissions of such third party suppliers.

#### 7. Health and Safety

7.1 The Client must fully comply (and ensure the full compliance of its sub-contractors, employees and guests) with The Hotel's health and safety policy, a copy of which is available on request from The Hotel.

7.2 For reasons of security, The Hotel may need to search guests or third party suppliers' belongings and equipment. The Client shall ensure co-operation with any such searches undertaken by The Hotel.

#### 8. Corkage

No wines, spirits, food or beverage may be brought into The Hotel or grounds by or on behalf of the Client or any guests for consumption on The Hotel premises unless the prior consent of The Hotel has been obtained, for which a charge will be made.



## 9. Liability of The Hotel

9.1 This Clause 9 sets out The Hotel's entire liability in respect of any breach of these Conditions or the Agreement and any representation, statement or tortious act or omission including negligence arising under or in connection with the Agreement.

9.2 The Hotel shall not be liable, whether in contract, tort (including negligence) or otherwise for any indirect loss however arising.

9.3 In no event will The Hotel's liability for any loss or damage in contract or tort (including negligence) or howsoever otherwise arising, exceed the total amount paid by the Client for the Event.

9.4 The Hotel shall not be liable for any breach of the Terms and Conditions or delay or failure in providing services as a result of causes beyond its reasonable control including (but not limited to) war, terrorism, acts of God, fire, floods, strikes, delays in transportation, failure of services or inability to obtain any necessary information or consent from any authority.

9.5 Nothing in these Conditions shall exclude or restrict either party's liability in respect of death or personal injury resulting from its negligence, or for fraudulent misrepresentation.

## 10. Damage

The Client shall be responsible to The Hotel for any damage caused to the allocated rooms or the furnishings, utensils and equipment therein or to The Hotel generally by any act, default or neglect of the Client or any sub-contractor, employee or guest of the Client and shall pay to The Hotel on demand the amount required to make good or remedy any such damage.

## 11. General

11.1 Agents. Should the Client contract with The Hotel through an Agent, the agent acts in that capacity for the Client, and not The Hotel. The Client accepts full responsibility for the payment of The Hotel's account.

11.2 Governing Law and Jurisdiction. The Agreement shall be governed by and construed in all respects in accordance with the laws of England and Wales. The Agreement does not affect any Rights that the Client may have under the Hotel Proprietors Act 1956 where that Act applies. The courts of England have exclusive jurisdiction, in relation to all matters arising under the Agreement.

11.3 Time is of the Essence. For all payment obligations under these Conditions, time shall be of the essence.

11.4 Assignment. The Agreement shall not be assignable by the Client, but may be assigned by The Hotel.

11.5 Intellectual Property. The Client shall not use any of The Hotel's trade marks or intellectual property without our prior written consent.

11.6 Entire Agreement. The Agreement sets out the entire agreement and understanding between the Client and The Hotel and shall supersede and replace all documentation previously issued by either party in relation to its subject matter.

11.7 Waiver. No waiver by The Hotel of any breach of this Agreement by the Client shall prevent the subsequent enforcement of the Agreement.

11.8 Validity. If at any time any one or more of these Conditions is held to be or becomes void or unenforceable, it shall be omitted from the Agreement and the remainder of the Agreement shall remain in full force and effect.

## 12. Definitions

12.1 "Booking Form" means the document containing all the Event details.

12.2 "Cancellation Date" means the Working Day on which The Hotel receives written notice of cancellation.

12.3 "Cancellation Notice" means the number of clear days (that is not counting the Cancellation Date and the date of the Event) between the Cancellation Date and the date of the Event.

12.4 "Client" means the person, firm or company responsible for commissioning and payment of the Event.

12.5 "Agreement" means the written agreement between The Hotel and the Client for a specific booking or series of bookings.

12.6 "Event" means the event or function specified in the Agreement

12.7 "Final Number" means the number of guests confirmed as attending the Event by the Client 3 days before the Event.

12.8 "Likely Number" means the number of guests stated in the Booking Form as likely to attend the Event.

12.9 "The Hotel" means the hotel at which the facilities are booked.

12.10 "Minimum Number" means the lowest number of guests irrespective of the numbers that attend the Event for which payment will be made as set out in the Booking Form.

12.11 "Minimum Spend" means the minimum payment for the Event due from the Client.

12.12 "Working Day" means Monday to Friday excluding bank holidays and other public holidays.

## DATA PROTECTION

Marriott International, Inc. ("Marriott") is committed to complying with obligations applicable to Marriott under applicable privacy and data protection laws, including to the extent applicable EU data protection laws. Hotel shall comply with the then-current Marriott Group Global Privacy Statement (the "Privacy Statement," currently available at <http://www.marriott.com/about/privacy.mi>) with respect to any personal data received under this Agreement.

Without limiting the foregoing obligation, Hotel has implemented measures designed to: (1) provide notice to individuals about its collection and use of their personal data, including through the Privacy Statement; (2) use such personal data only for legitimate business purposes; (3) provide means by which individuals may request to review, correct, update, suppress, restrict or delete or port their personal data, consistent with applicable law; (4) require any service providers with whom personal data is shared to protect the confidentiality and security of such data; and (5) use technical and organizational measures to protect personal data within its organization against unauthorized or unlawful access, acquisition, use, disclosure, loss, or alteration.

Department for International Trade will obtain all necessary rights and permissions prior to providing any personal data to Hotel, including all rights and permissions required for Hotel, Hotel affiliates, and service providers to use and transfer the personal data to locations both



within and outside the point of collection (including to the United States) in accordance with Hotel's privacy statement and applicable law. Notwithstanding any other provision, Hotel may use an individual's own personal data to the extent directed by, consented to or requested by such individual.