

KIMPTON  
**FITZROY**  
LONDON

Comfort International - Group for  
Medical Aesthetics company

COMFORT INTERNATIONAL M.I.C.E  
SERVICES CO., LTD.

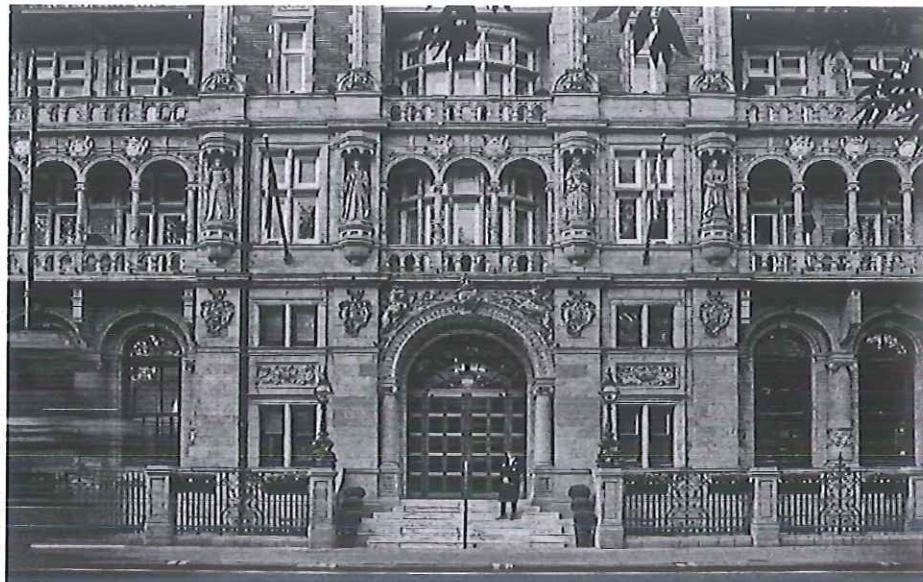
Rm. 1510, Ruichen Int'l Center  
No. 13 Nongzhanguan South Rd.  
Chaoyang District, Beijing

Friday, 19 April 2024

Wednesday, 24 April 2024

Lucian Melinte  
Sales Executive  
Kimpton Fitzroy London  
1 - 8 Russell Square  
London, WC1B 5BE  
[lucian.melinte@ihg.com](mailto:lucian.melinte@ihg.com)

K I M P T O N  
**F I T Z R O Y**  
L O N D O N



Dear MaKe,

Thank you for choosing the Kimpton Fitzroy London to host your Group Event, arriving on Friday, 19 April 2024.

Kimpton Fitzroy London is a Grade II\* listed landmark building that occupies the eastern flank of Russell Square, Bloomsbury. The opening of the 334-room hotel on 16 April 2018 has restored the original Grande dame to her former glory while administering a shot of adrenaline to the heart of London's most literary neighbourhood.

The hotel is steeped in history, having first opened its doors in 1898: lavishly appointed and boasting a striking terracotta exterior, with four British Queens guarding the entrance, it was always intended to be a home to glamour and indulgence. Inside Kimpton Fitzroy London, striking, contemporary interior designs by Tara Bernerd & Partners and Russell Sage Studio pay homage to the building's illustrious history.

The opening of Kimpton Fitzroy London has created a hub not only for its guests but also for Londoners who have a passion for great food, fabulous cocktails and memorable nights in the city.

We truly look forward to welcoming you and your guests to Kimpton Fitzroy London!

Kind regards,  
Lucian Melinte

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EVENTS SPACE

Date	Time	Event	Room	Setup	GTD	Inc. in Pkg	Room Hire
20/04/24	18:00 - 19:30	Drinks Reception	Keynes	Reception	42	✓	
20/04/24	19:30 - 23:00	Dinner	Keynes	Dinner	42	✓	
21/04/24	09:00 - 13:00	Meeting	Carrington & Grant	Classroom			£1,550.00

Package	Description
Lower Ground Dinner package @ £130.00	Room hire 6pm - 11pm Wine, beer or soft drink on arrival (1 drink per person) ½ bottle of house wine 1 bottle of water 3-course dinner menu – tea/coffee/petit fours
<i>The package is offered for a minimum of 42 guests</i>	

Summary All Charges			
	Subtotal	Discounts	Total Price
Guestrooms	£57,601.20		£57,601.20
Events	£7,010.00		£7,010.00
<b>Grand Total</b>			<b>£64,611.20</b>

12.5% Service charged on any food and beverage spend

*Total is based on advised delegate numbers; if these change, price may do so as well; subject to contract.*

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**SECURITY**

Licenced Security is required and will be arranged by the Hotels security department for all events taking place in the ballroom. You will be obliged to pay all charges and fees incurred by the Hotel in arranging such security for each event. A minimum of 1 security guard per 100 guests is required along with security for any load in and load out of suppliers and equipment. Security is charged at £300 per officer per 8 hours with additional hours charged at £37.50 per hour.

**LOAD IN AND LOAD OUT**

Located on Bernard Street, there is a loading bay where items can be unloaded or loaded from the private entrance of The Ballroom. This loading zone has restricted use from 0800 – 1800, 7 days a week. For loading outside of these hours, special requirements are needed to ensure local residents are not disturbed. Please contact your event manager for details on your load in/load out restrictions and costings.

**AUDIO VISUAL**

For your audio-visual needs, Eclipse are our preferred AV company here at Kimpton Fitzroy London. Please feel free to contact the Eclipse Team directly on  
Ph: 0208 662 6444  
E: [KimptonLDN@eclipse.global](mailto:KimptonLDN@eclipse.global)

**External AV companies** - Should you wish to use an external audio-visual supplier, a technical supervisor fee of £500.00 + VAT per 10hr period would be applicable. Due to the complexity of our ballroom and the Grade 2 Listed status of the building we require all external AV vendors to be supervised by an Eclipse Presentations technician who are our nominated AV partner. This price will not be applicable if using Eclipse presentations for your full audio-visual requirements.

**EXTERNAL SUPPLIERS**

All external suppliers organised by the end client and/or agency, must be listed and identified to Kimpton Fitzroy London event planner prior to the event. At this point it is at Kimpton Fitzroy London's discretion whether the external supplier is deemed appropriate to access the property.

**NOISE RESTRICTIONS**

Please note that music in the Ballroom is permitted up until 11:30pm and the level of no more than 90 decibels. After this time, it needs to be turned down below 60 decibels until midnight. At midnight, if your event is continuing, the music must cease or be turned down and considered as background music, this level will be deemed appropriate by the Banquet Manager onsite for the event.

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ACCOMMODATION

Occupancy	1 Queen		2 Double		
	Rooms	Inc. Rate	Rooms	Inc. Rate	
19/04/2024	Single	1	£367.20	1	£557.20
20/04/2024	Single	31	£367.20	5	£557.20
21/04/2024	Single	31	£367.20	5	£557.20
22/04/2024	Single	31	£367.20	5	£557.20
23/04/2024	Single	31	£367.20	5	£557.20

We are happy to offer free cancellation 48 hours prior to arrival for up to 2 rooms

Total Guest room spend = £57,601.20

- Breakfast is included and is available in our restaurant at guests own leisure
- All breakfast will be served in the hotel's restaurant
- In-Suite Dining orders can be taken and charged accordingly. If your rate has breakfast inclusive this can also be taken through In-Suite Dining at no additional charge except for the tray charge.
- Rates are quoted per room, per night
- Rates are including VAT
- All rates are in British pounds, (£).
- Please note that all rooms in the hotel are non-smoking. No Smoking is permitted in the rooms. Should guests smoke in a suite a cleaning charge of £350 including VAT will be charged per room

**PORTEAGE AND ROOM DROPS**

- Porterage is charged at £5.00 per room, and is applicable to groups of 10 rooms per night or more.
- Room drops are charged at £2.50 per room. Any room drop requirements should be confirmed in writing to the Hotel no later than 7 working days prior to group arrival.

**Room Reservation Procedure**

The rooming list is due 30 days prior to the arrival date; therefore the rooming list with names, Addresses, billing method, arrival and departure dates clearly specified, should be sent no later than 30 DAYS PRIOR TO THE ARRIVAL DATE.

**DEPOSIT SCHEDULE**  
Events and Accommodation

Any and all deposits may be applied to fees or charges due to cancellation or attritions as outlined in the cancellation and attrition policies.

Transaction Type	Charge Type	Date Due	Amount
Charge	Full Deposit	Friday, 22 March 2024	£64,611.20
		Balance Due	£64,611.20

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## 1. Definitions

1.1 A reference to "The Hotel" or "Venue" means the Kimpton Fitzroy London located at 1-8 Russell Square, WC1B 5BE, Bloomsbury, London, UK and a reference to "you" "your" is a reference to the client specified on the Function Contract.

The following words when used in these T&Cs shall have the following meanings:

- **Attendees** mean any person who is present for an Event.
- **Booking** means your booking of the Event;
- **Business Day** means a day other than a Saturday, Sunday or public holiday in the country within which the Hotel located;
- **Charges** means the prices set out in the Function Contract.
- **Event** means the event identified in the Function Contract.
- **Function Contract** means the contract comprised of the detailed information regarding your Event which is governed by and incorporates these T&Cs;
- **Function Room** means the room(s) or location(s) specified in the Function Contract (or if none specified then an appropriately sized room or location at the Venue);
- **IHG** means the owner of the hotel brand.
- **Relevant Laws** means all applicable laws, enactments, orders, regulations, licensing requirements, standards and other similar instruments in England and Wales as amended from time to time including, without limitation, the Bribery Act 2010, the Data Protection Act 2018, the Equality Act 2010 and the General Data Protection Regulation (EU) 2016/679;
- **Services** means any services set out in the Function Contract.
- **Third Party Provider** means any entertainer or service provider other than IHG or you that performs or provides services at the Event;

## 2. Formation of the Contract

2.1 The Function Contract together with these T&Cs forms the entire agreement (this "Agreement") between the parties and shall apply to the exclusion of all other terms and conditions and supersedes all proposals, marketing materials and prior arrangements or understandings between the parties, relating to its subject matter. Each party acknowledges that in entering into this Agreement that it does not rely on any representation, warranty, or other assurance (including without limitation, for the avoidance of doubt, any innocent or negligent misrepresentation or misstatement) of any person (whether a party to this Agreement or not) that is not set out in this Agreement.

2.2 Subject to clause 6.2, no variation of this Agreement shall be binding on The Hotel unless agreed in writing and signed by a director or other authorized representative on The Hotel's behalf.

2.3 Your Booking shall only be binding on The Hotel when you have received written confirmation of your Booking from The Hotel. Returning a signed Function Contract is not acceptance of your Booking by The Hotel. In respect of any proposed Booking, the following process applies:

- (a) The Hotel shall issue you with a Function Contract after you have made and enquiry for Booking;
- (b) To make a Booking for the Event, you must sign the Function Contract and return it to The Hotel within five (5) business days plus transferring the first deposit payment; and
- (c) If The Hotel accepts your Booking then it shall issue you a written confirmation within 5 Business Days after receipt of Function Agreement

## 3. The Hotel's Obligations

3.1 The Hotel shall allow you access to the Function Room (and other relevant facilities at the Venue) on the date and at the times specified in the Function Contract; and provide the Services in all material respects in accordance with the Function Contract (subject to clauses 6 and 10).

3.2 If The Hotel is unable to provide the Services or part thereof then:

- (a) In respect of any minor aspect (to be determined by The Hotel acting reasonably) then The Hotel may substitute a reasonable alternative. The Hotel shall notify you of the change if reasonably practicable.
- (b) In respect of material change (The Hotel to determine acting reasonably), The Hotel shall notify you promptly and propose alternatives. You shall be presumed to consent to the changes unless you notify The Hotel within 5 Business Days of receipt. If you do not consent, The Hotel shall refund the monies paid in full, unless The Hotel has already incurred expenses from third-parties associated with the Event. The Hotel shall have no other liability to you.

3.3 The Hotel shall only be required to provide the Function Room and/ or Services set out in the Function Contract. The Hotel is not liable for the performance of any Third Party Provider or any other services provided at the Event unless agreed in advance and in writing

## 4. Your Obligations

4.1 You shall pay the Charges in accordance with clause 6 and comply with all reasonable requests of The Hotel relating to the Event, including not limited to being in possession of a public liability insurance further outlined in clause 6.2.

## 5. Increases to your Booking

5.1 If you would like to increase the number of Attendees, please notify The Hotel as soon as reasonably practicable. The Hotel shall reasonably endeavour to accommodate any increase if you notify The Hotel of your requirement more than 5 Business Days prior to the date of the Event. There is no guarantee The Hotel will be able to accommodate the additional Attendees.

5.2 Depending on the size of the proposed increase, it may be necessary for The Hotel to change the Function Room and this change may result in additional costs and Function Room or Venue changes. If this is the case, The Hotel will inform you of the revised Charges and Function Room or Venue changes and unless you consent in writing to these revised Charges and/ or Function Room or Venue change then the Booking shall remain unvaried (i.e. for the original number of Attendees and the original Function Room).

## 6. Cancelling your Booking

6.1 If you cancel your Booking, you will be liable for the cancellation charges set out below ("Cancellation Charges") up to 100% of the cancellation charge only.

Notice received prior to date of Event	% of original booking value
More than 52 weeks	25%
Between 26 and 52 weeks	50%
Between 12 and 26 weeks	75%
Between 8 and 12 weeks	90%
Between 8 weeks and 0 Days	100%

6.2 You shall obtain and maintain (at your expense) in full force and effect during this Agreement public liability insurance and third-party liability insurance. The limit shall be not less than £2,000,000 (two million pounds sterling) per occurrence.

6.3 If you cancel your Booking due to COVID-19 (as per government authority order), please refer to Clause 10.

## 7. Changing the date of your Booking

7.1 The booking is for the agreed event date(s). A request to change the date(s) of the booking will be deemed a cancellation and the cancellation charges will apply."

7.2 If you postpone your booking due to COVID-19 (as per government authority order), The Hotel will endeavour to accommodate your event on preferred future dates and allow any deposits paid for new bookings, subject to availability and requote.

## 8. Cancellation by The Hotel

- 8.1 The Hotel reserves the right to cancel the Booking if:
  - (a) There is a Force Majeure Event (as defined at clause 10);
  - (b) In the reasonable opinion of The Hotel it is deemed that the Booking, or any persons associated with the Booking, might damage the reputation of the Venue or The Hotel;
  - (c) Any payment is not received by The Hotel from you by the date specified in the Function Contract; or
  - (d) If you require a decrease in your Booking equal to or greater than 50%.
- 8.2 The Hotel may cancel a Booking forthwith by notice in writing, without prejudice to any other rights or remedies The Hotel may have, if you become bankrupt or insolvent or you or the entity on whose behalf the Booking is made enters into liquidation or receivership or is subject to an application for an administration order or suffers an administrative receiver to be appointed in relation to the whole or part of its assets or makes a composition with its creditors or suffers any judgment to be executed in relation to any of its property or assets.
- 8.3 If The Hotel cancels your Booking in accordance with the clause 8.1 then it shall refund any charges that you have paid. The Hotel shall have no other liability to you.

## 9. Charges and payment terms

- 9.1 You shall pay the charges for the Event as detailed in the Function Contract in accordance with the terms set out below, unless agreed otherwise by the parties and detailed in the Function Contract.
- 9.2 A deposit of twenty-five (25%) of the Charges shall be due and payable at the time of making the Booking regardless if credit facilities are established. A second deposit of fifty percent (50%) of the Charges is due 60 days prior to the Event. A third and final deposit of twenty-five percent (25%) of the Charges is due 30 days prior to the Event.
- 9.3 Upon request clients of The Hotel can request setting up credit facilities when using The Hotel on a regular basis. When applying for credit facilities clients are requested to complete our application for credit facilities form. Please allow 14 days from receipt for us to process this application. In the event of credit being declined or insufficient time being available to process your application, an interim invoice for all known costs will be raised in advance and such invoice must be paid 30 days prior to the event or on receipt of invoice if the event is sooner. Applications for multiple bookings may be subject to additional settlement terms and conditions. Credit facilities are available to Limited/ Public Limited Companies, Registered Trust/ Charities & Government Bodies only and not to private individuals or partnerships.
- 9.4 Should you pay with a credit card for any Event (deposit or final payment) a transaction fee will be charged.
- 9.5 You agree to pay The Hotel for any food, beverage, or other service not provided for in the Function Contract including without limitation the extension of the Event time, which is made available in response to your request or any representative authorised by you to manage the Booking and/or the Event.
- 9.6 Charges include VAT at the prevailing rate when the Function Contract was prepared and are therefore subject to alterations should the rate change.
- 9.7 Unless otherwise stated by us, the balance invoice will be raised on the date of the Event and forwarded to you for payment. Payment is required within 14 days of the date of invoice. In the event that you wish any of the Charges to be settled on your behalf by individual delegates, written notification of this is required 14 days in advance. Any acceptance by us of such proposals is without prejudice to our rights to hold you responsible for the full amount of the invoice and/or cancellation/non-arrival charges. Delegates will be requested to provide a credit card imprint on check-in in order to guarantee payment of any personal expenses not covered by the main account.

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**10 Force Majeure**

The performance of this agreement by either party is subject to acts of God, government authority orders or mandates, disasters, strikes, civil disorders, or other emergencies (including pandemics), which specifically impact the facilities and/or services for the event by making it illegal or impossible for the hotel to provide the facilities and/or services for the event, or that directly prevent at least 50% of the customer's attendees from traveling to the hotel for the event. The performance of such party shall be excused for such reasonable time as may be required to resume performance following cessation of such cause. If unable to resume performance, and provided the parties have used best efforts to reschedule the event but have been unable to do so, this agreement may be terminated without liability for any one or more of such reasons by written notice from one party to the other.

**11 Warranties and Indemnities**

**11.1** You warrant that:

- (a) Any person signing for and, on your behalf, including without limitation any booking intermediary where applicable, has the authority to do so;
- (b) You shall comply with, and procure that the Attendees comply with all Relevant Laws;
- (c) You have not received any payment or inducement in respect of this Booking;
- (d) You will obtain The Hotel's prior consent before bringing or assembling any equipment (electrical, presentational or otherwise) at the Venue and that any electrical equipment is PAT tested and certified (and complies with all Relevant Laws);
- (e) You and/or all Third Party Providers shall comply with all requirements of the Performing Rights Society (if appropriate) and that you and/or any Third Party Provider has public liability insurance to the value of at least £2,000,000 (two million pounds sterling) to cover any death of or injury to any person or the loss of or damage to any property resulting from their malfunction of your and/or the Third Party Provider's equipment and your and/or their actions generally; and
- (f) You will comply with all reasonable requests of The Hotel which in their absolute discretion relate to The Hotel and/or the Venue's compliance with Relevant Laws.

**11.2** You shall not perform or procure any of the following unless you have The Hotel's prior written consent:

- (a) Any Third-Party Provider to provide any services at the Event;
- (b) Bring or assemble any equipment (electrical, presentational or otherwise) at the Venue;
- (c) Erect any items or equipment at the Venue or stick or attach items to the walls, floors or the ceiling of the Venue; or
- (d) Consume any beverages or food not supplied by the Venue (additional charges may apply).

**11.3** Any request under clause 11 should be sent in writing to The Hotel not less than 10 Business Days prior to the Event. The Hotel may at its absolute discretion, accept or reject such request for consent. If The Hotel agrees to such request then you agree that you will pay any reasonable additional charges (for example, a corkage or service fee) and shall indemnify, defend and hold harmless The Hotel in respect of all losses, liabilities (including without limitation provision for contingent liabilities), fines, damages, costs and expenses including without limitation legal fees on a solicitor/client basis and disbursements and cost of investigation, litigation, settlement, judgment, interest and penalties ("Losses") incurred or suffered by or made against The Hotel and whether, wholly or in part resulting directly or indirectly from, or connected in any way with any of the matters listed at clause 10, whether or not such Losses were foreseeable at the date of entering this Agreement. The Hotel shall be under no duty to mitigate the Losses.

**11.4** You shall not, and shall procure that the Attendees or any other third party engaged or admitted to the Venue by you (including without limitation, any Third Party Providers) will not, damage or deface the Function Room and/or Venue in any manner whatsoever. You shall indemnify, defend and hold harmless The Hotel in respect of all Losses incurred or suffered by or made against The Hotel and whether, wholly or in part, resulting directly or indirectly from, or connected in any way with any damage to the Function Room and/or Venue caused by yourself or an Attendee or a Third Party Provider, whether or not such losses were foreseeable at the date of entering this Agreement. The Hotel shall be under no duty to mitigate the Losses.

**12 Liability**

**12.1** Nothing in this Agreement shall be interpreted or construed as excluding or limiting the liability of either party for:

- (a) Death or personal injury resulting from negligence; or
- (b) Fraudulent misrepresentation; or
- (c) Any matter in respect of which an indemnity is given under this Agreement;
- (d) Any other liability which cannot be limited or excluded by law.

**12.2** Subject to clause 12.1, The Hotel shall not be liable to you in contract, tort (including without limitation negligence and breach of statutory duty) or otherwise howsoever arising in connection with this Agreement for:

- (a) Economic loss of any kind whatsoever;
- (b) Loss of profit, business contracts, revenues or anticipated savings or damage to your reputation or goodwill or special loss;
- (c) Indirect or consequential loss or damage; or
- (d) any loss to the extent that such loss is caused wholly or partly by breach of any provision of this Agreement by you, including any breach caused by a third party.

**12 Liability (con'd)**

**12.3** Subject to clauses 12.1.a and 12.2 the total aggregate liability of The Hotel under or in connection with this Agreement (whether in contract, tort (including without limitation negligence), breach of statutory duty or otherwise) for any loss or damage of whatsoever nature and howsoever caused shall be limited to and in no circumstances exceed the lesser of: (i) the cost of the provision of alternative function rooms of comparable quality, capacity and with the provision of comparable services, to be determined by The Hotel acting reasonably, in which the Event may be held; or (ii) 150% of the Charges.

**12.4** Subject to clause 12.112.1, in respect of any event that gives rise to a claim or complaint under this Agreement or otherwise howsoever arising, you shall notify The Hotel within 30 Business Days of the event giving rise to the claim. The Hotel shall not otherwise be liable.

**13 Intellectual Property Rights**

**13.1** In this clause "Intellectual Property Rights" means all intellectual property rights including without limitation, patents, know how, trade secrets, trademarks, confidential information, database rights, design rights (whether registered or unregistered), copyright and applications for and rights to apply for any of the foregoing in each case worldwide and together with all renewals and extensions.

**13.2** Nothing in this Agreement or the Function Contract shall be construed as granting you any rights to any Intellectual Property Rights of IHG, the Hotel or the Venue.

**13.3** You may only use such Intellectual Property Rights of IHG or the Venue that are specified in the Function Contract and provided that such promotional material or other use of the Intellectual Property Rights in respect of the Event has been approved in writing by IHG or the Venue prior to publication.

**13.4** Any other use of The Venue's or IHG's Intellectual Property Rights by you requires The Hotel's prior written consent.

**14 Data Protection**

**14.1** For the purposes of this clause 13, the "Data Protection Legislation" means the UK Data Protection Act 2018, the EU General Data Protection Regulation (2016/679), or any equivalent replacement or amending legislation from time to time. The terms "personal data", "processing", "controller", "processor" and "data subject" shall have the meanings given to them in the Data Protection Legislation.

**14.2** In respect of any personal data which is provided to the Hotel in performing its obligations under this Agreement ("Client Personal Data"), the parties agree the parties are independent controllers.

**14.3** You warrant and represent that: (a) you shall comply with the Data Protection Legislation; and (b) your making available the Client Personal Data to the Hotel and any subsequent instructions to the Hotel in respect of the Client Personal Data shall be lawful.

**15 General**

**15.1** Neither party may assign, transfer or subcontract its rights or obligations save that The Hotel may assign, transfer or subcontract its rights and obligations under this Agreement to another company provided that such company is deemed by The Hotel (acting reasonably) to be capable of providing the Services to at least the same standard as The Hotel.

**15.2** The failure by either party to exercise any of the rights or remedies in this Agreement, or if there is a delay in such rights or remedies being exercised, shall not be interpreted as a waiver of those rights, or affect the party's ability to enforce those rights at a later date.

**15.3** All notices sent by a party pursuant to this Agreement shall be sent to the address listed for the other party on the Function Contract. A notice shall be treated as having been recorded:

- (a) If delivered by hand between 9:00am and 5:30pm on a Business Day (which time period is referred to in this clause as Business Hours), when so delivered; and if delivered by hand outside Business Hours, at the next start of Business Hours;
- (b) If sent by first class post, at 9:00am on the Business Day after posting if posted on a Business Day, and at 9:00am on the third Business Day after posting if not posted on a Business Day;
- (c) If sent by facsimile transmission, upon receipt by the sender of the facsimile transmission that the facsimile or email has been transmitted to the addressee;
- (d) If sent by email, upon receipt by the sender of the email report that the email has been transmitted to the addressee.

In proving that a notice has been given it shall be conclusive evidence to procure that delivery was made, or that the envelope containing the notice was properly addressed and posted (as the case may be).

**15.4** A party who is not a party to this Agreement shall have no right to enforce any provision of it under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

**15.5** The parties intend each provision of this Agreement to be severable and distinct from the others. If a provision of this Agreement is held to be illegal, invalid or unenforceable, in whole or in part, the parties intend that the legality, validity and enforceability of the remainder of this Agreement shall not be affected.

**15.6** This Agreement (including its validity, construction, performance and any non-contractual causes of action arising out of or in connection with it) is governed by and shall be interpreted in accordance with English Law. Each of the parties hereby submits to the exclusive jurisdiction of the English courts in relation to the same.

K I M P T O N

L O N D O N

By signing this Contract, you agree to the terms set out above.

Signed for and on behalf of the Client



Signed:

Name:

Company:

Date:

Signed for and on behalf of Kimpton Fitzroy London

Signed: *Lucian Melinte*

Name: Lucian Melinte

Position: Events Sales Manager

Date: 02.04.2024

