



Medi8 Events

Hilton Brussels City (Town Hotel SA)
Place Charles Rogier plein 20
B-1210 Brussels
Belgium

Benjamin Robin

Alexandre Hervens

E-mail: benjamin@medi8events.com

E-mail: alexandre.hervens@hilton.com

Telephone: +34 932219483

Telephone: +32 (0)2 274 24 76

Fax: +32 (0)2 274 24 74

Date: February 5, 2014

Subject: Medi8 Events – Your group from the 19th of June to the 20th of June, 2014

Dear Mr.Robin,

I thank you very much for having chosen the Hilton Brussels City for your forthcoming event. You will find hereafter a detailed confirmation of the tentative booking you are holding with us.

Please kindly note that this contract is considered definite once it has been duly returned to Hilton Brussels City with the stipulated deposit or guarantee.

Would you be so kind as to carefully check the attached and to return me a duly signed copy until **February 12, 2014** at the latest? In case the signed contract and the guarantee are not received in due time, Hilton Brussels City reserves the right to cancel the event without indemnity.

Should you need any additional information in the meantime, please feel free to contact me any time at +32.(0)2.274.24.76.

Looking forward to hearing from you and to have the pleasure of welcoming and pampering your hosts!

Very kind regards,

A handwritten signature in black ink, appearing to read 'Hervens', enclosed within a large, loopy oval shape.

Alexandre Hervens
Group, Conference & Events Executive



EVENT SCHEDULE

ROOM REQUIREMENTS & RATES

| Date: | Hilton Guest rooms | | Deluxe rooms | |
|----------------------------------------------------------|--------------------|----------|--------------|----------|
| | Single | Double | Single | Double |
| June 19 th until June 20 th , 2014 | 40 | - | - | - |
| Rates (per room, per night) | 130 € | 150 € | 160 € | 180 € |
| City Tax | 5,83€ | 5,83€ | 5,83€ | 5,83€ |
| Hilton Breakfast (per person, per day) | Excluded | Excluded | Excluded | Excluded |
| Estimated total invoice, for 5,433.20 € | | | | |

The above rates include VAT and service charge. City tax applies at 5,83€, per room and per night. Prices are quoted in euro and are subject to change without notice in case of local or governmental tax increase.

Commission rate is at 8% on all paid rooms.

Please note that check-in time is 3:00 p.m., check out time is 12:00 noon.

BILLING INSTRUCTIONS

| | Master Account (Company) | Individual Accounts |
|-----------------------|-----------------------------|---------------------|
| Buffet Lunch & Drinks | X | |
| Other | | X |

Billing address:

Name of the Client:

M8 EVENTS Ltd

Name of the Company:

M8 EVENTS Ltd

Street/Number:

2 KLEOMENOUS STREET

Zip code/City:

1061 NICOSIA

Country:

CYPRUS

(if applicable) VAT number:

CY 102694550



CONFERENCE & EVENT TERMS AND CONDITIONS OF SALE

DEFINITIONS

In these terms and conditions the following terms shall have the following meanings:

“Agency” or “Planner” means a meeting planner, travel agent or other third party who performs services that result in the Client booking business at the Hotel.

“Client” and “You” mean the corporate entity responsible for organising and paying for the Event, as specified in the Event Schedule.

“Hotel” and “We” means the entity that owns the hotel where the Event will take place, as set out in the Event Schedule.

“Event” means any type of booking that is using any area of hotel’s event and public space, accommodation and facilities.

These terms and conditions and the Event Schedule together will form the Event Agreement. Hotel may apply additional terms and conditions which shall be set out in the Event Schedule. To the extent of any inconsistency, the additional terms and conditions shall prevail over these terms and conditions.

1. CONFIRMATION BY CLIENT

You are requested to review the Event Agreement and to return it to Hotel within 7 days of the Event Agreement Issue Date as defined in the Event Schedule.

We reserve the right to release the Hotel facilities specified in the Event Schedule if the confirmation is not received by the date stated. No cancellation fee shall apply in these circumstances. If other enquiries are received for the same dates we may contact you earlier for confirmation, at the sole discretion of the Hotel.

Once both You and We sign the Event Agreement, all provisions reserved on your behalf will be confirmed and therefore subject to the terms & conditions of the Event Agreement.

The Hotel facilities specified in the Event Schedule are for the exclusive use of the Client and its subsidiaries, and resale of those Hotel facilities is not permitted without prior written consent from the Hotel.

The Event (as described in the Event Schedule) shall start and finish at the time set out in the Event Schedule, failing which the Client may be liable for additional charges.

The Client shall pay the Hotel for any food, beverages and other services not expressly set out in the Event Schedule but which the Hotel makes available on request of the Client during the Event.

2. MEETING PLANNER BONUS POINTS

The subscriber as the designated Meeting / Event Planner for this event, whose name is stipulated in the contract and who pays the event charges is eligible to earn both Hilton HHonors® points and airline miles with a participating airline program partner for a qualifying event (minimum US\$ 1.000). Full details and rules regarding the program are available by calling the Hilton HHonors Customer Service Center or by visiting www.hiltonhhonors.com. Only the Meeting / Event Planner who is specifically named in the event contract is eligible for this bonus program, for a maximum of 100.000 HHonors points and 100.000 airline miles per event.

Name of HHonors member: **Number of HHonors card:**

Please select: ☐ **Option 1:** 1 Hilton HHonors bonus point + 1 airline mile per US\$ spent

Airline: Frequent flyer number:

☐ **Option 2:** 1, 5 Hilton HHonors bonus point per US\$ spent

3. RESERVATION METHOD (GUEST ROOMS)

All the guest rooms provided for in your room block will be reserved on a definite basis for you upon signing of this Event Agreement and the due deposit or guarantee. At least 7 days prior to your arrival date you shall provide to the Hotel:

☒ a rooming list detailing names of guests for each guest room type and date of arrival and departure.

☐ individual reservations online (POG - Personalised Online Group).

If you fail to provide such rooming lists to Hotel by such date you may continue to hold the guest rooms by full payment in advance. If you fail to either provide such rooming lists or POG reservations or make advanced payment in full by such date Hotel will be entitled (but not obliged) to release all or any such unconfirmed rooms in its sole discretion. Rooms released in this way shall be covered by the Reduction in Numbers clause. Advance payments will be refunded by Hotel after completion of your Event if rooms you paid for in advance were later paid for by your attendees.



4. GUARANTEE/DEPOSIT CONDITIONS

Deposit required:

If the Event is taking place within 30 days of booking: full pre-payment is payable upon confirmation.

If the Event is taking place more than 30 days after booking:

- * a deposit of 50% of the amount mentioned in the Event Schedule is payable upon confirmation
- * a deposit of 45% of the remaining amount is payable 15 days prior to the Major Arrival Date.
- * the final 5% to be made on reconciliation after the event
- * the Client shall fill in the Credit Card Authorisation Form so as to guarantee last minute requests and additional spends.

Bank references:

| BANQUE | BRANCH | COMPTE | CODE SWIFT | IBAN | NOM |
|--------|-----------------------------------------------------|----------------|------------|---------------------|---------------|
| KBC | Arenberg-Horta - Arenbergstraat 11 - B-1000 Brussel | 425-2033001-74 | KREDBE BB | BE16 425 2033001 74 | Town Hotel SA |

*Please be aware that, since the introduction of the Euro, payment by cheque is no longer accepted.
Hotel is not responsible of the variances from exchange rate between paid amount in Euro and the currency of the Client's bank account.*

If advance deposits are not paid when due, Hotel will have the right, at its option, to consider this Event Agreement cancelled and will be entitled to cancellation damages as provided in this Event Agreement.

Guarantee required:

The Client shall fill in the Credit Card Authorisation Form so as to guarantee the spaces in case of no-show, cancellation or non-payment.

If the Credit Card Authorization Form is not received in due time, Hotel will have the right, at its option, to consider this Event Agreement cancelled and will be entitled to cancellation damages as provided in this Event Agreement.

5. TERMS OF PAYMENT

Full payment of the outstanding invoice is due upon receipt. Accounts 30 calendar days past due will be charged interest at a rate of 15% per month on the outstanding amount. The Client is liable for any unpaid guest bills and will be invoiced directly as such.

In the event any charges are disputed, Client agrees to pay all undisputed charges immediately and the remainder will be paid immediately upon resolution of the dispute.

6. ADDITIONAL SPEND

On or before the Major Arrival Date, Client will confirm to Hotel in writing the name(s) of those attendee(s) who the Client authorizes to sanction additional spend at the Event over and above the contracted amounts. The additional spend can include but is not limited to Audio Visual equipment, food & beverage functions and other incidentals and may be limited to a daily aggregate.

Name:

7. BILLING INSTRUCTIONS

The responsibility for payment will be as detailed in the Event Schedule. If a particular item of expense is not expressly mentioned in the Event Schedule, Hotel is specifically authorized to charge such items to the individual guest.

8. OUTSIDE FOOD AND BEVERAGE

Client may not bring any food or drink into Hotel for use during the Event, unless agreed in writing, in advance with Hotel.



9. FULL CANCELLATION/PERFORMANCE/REDUCTION IN NUMBERS

All notices of cancellation must be received in writing from Client and will take effect from the date of receipt by Hotel. All charges will be based on guest numbers and rates in the Event Schedule. Cancellation charges will be a set out genuine pre-estimate of the Hotel's profit loss, in line with MIA (Meeting Industry Association) guidelines, i.e. 90% of the pre-booked accommodation and room hire ("ARH") and 65% of pre-booked food and beverage ("F&B").

Cancellation charges will apply according to the cancellation notice period given by the Client and will be based on the total number of rooms/guests attending the Event as per the table below. Cancellation charges will be applied to each day of the Event and for all parts of the Event.

| Applicable Cancellation Period Total Event | Number of Total Room nights (Accommodation) / Guests (Meeting & Banquet) | | | |
|-----------------------------------------------|--------------------------------------------------------------------------|----------------------|----------------------|----------------------|
| | 50 & less | 51 to 150 | 151 to 250 | 251 & more |
| 366 or more days prior to Arrival | N/A | N/A | N/A | N/A |
| 365-274 days prior to Arrival | N/A | N/A | N/A | 90% ARH 65% F&B |
| 273-182 days prior to Arrival | N/A | N/A | 90% ARH 65% F&B | 90% ARH 65% F&B |
| 181-91 days prior to Arrival | 90% ARH 65% F&B | 90% ARH 65% F&B | 90% ARH 65% F&B | 90% ARH 65% F&B |
| 90-4 days prior to Arrival | 90% ARH 65% F&B | 90% ARH 65% F&B | 90% ARH 65% F&B | 90% ARH 65% F&B |
| Within 3 days prior to Arrival | 100% ARH 100% F&B | 100% ARH 100% F&B | 100% ARH 100% F&B | 100% ARH 100% F&B |

Following confirmation of an Event, should 'total numbers' increase, so that a new applicable cancellation period becomes valid, then the new cancellation period will automatically supersede the previous. Should guest numbers decrease at any time following confirmation the original applicable cancellation period will still remain valid.

In addition to the event cancellation charges due under this clause, Client must reimburse Hotel for any expenditure incurred in respect of any cancelled booking, 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.

10. PERFORMANCE/ REDUCTION IN NUMBERS

In the event that you reduce your guest room, meeting room or food and beverage requirements between the date of the signing of the Event Agreement and the dates stated for confirming the minimum levels as set out in the cancellation charges sheet above, no damages liquidated damages will apply.

In the event that you reduce your requirements or numbers beyond the minimum levels set out in the Event Schedule, you shall pay Hotel as reasonable liquidated damages and not as a penalty a monetary amount equal to the difference between the anticipated numbers or final numbers and the minimum agreed levels. The chargeable amount will be calculated according to the highs of the minimum agreed levels and the final number of guest room, meeting room or food and beverage requirements.

You recognize that our pricing for this Event has been based on the original block and anticipated room and F&B revenue and so in the event that you reduce your guest room requirements to beneath the minimum agreed numbers of the original daily block per room type, or meeting room, Hotel may in its sole discretion either cancel the Event and recover liquidated damages as set out above or amend the daily room rates and recover liquidated damages

The final number of guests attending must be notified to Hotel at least 3 working days prior to the Major Arrival Date of the Event. Any changes after this time will only be accepted at the sole discretion of Hotel.

11. UNAVAILABILITY OF ROOMS

The parties agree that on occasions, due to unanticipated circumstances, Hotel may not have rooms available for all guests who wish to check in on a particular night. While Hotel will use reasonable efforts to avoid such situation impacting Client, in the event any guest with a confirmed reservation cannot be accommodated by Hotel, Hotel will provide the following:

- Accommodation at a comparable hotel as close as possible for the first night the guest is displaced from Hotel.
- One complimentary round trip ground transportation between Hotel and the alternate hotel.
- The necessary arrangements for the displaced guest's telephone messages and mail to ensure that they are properly forwarded.
- Client will receive credit for any guests displaced toward its pick up for the purposes of this Event Agreement.

If a room becomes available at Hotel for the displaced guest and the guest elects not to return to Hotel, Hotel will have no further obligations under this clause. When a room becomes available at Hotel and the displaced guest returns, Hotel will provide upgraded accommodations if available and provide the guest with a welcome expression from the General Manager.



12. OUTSIDE CONTRACTORS

Should you wish to utilize outside contractors or subcontractors on Hotel premises during your Event, including, but not limited to, a destination management company, audio/visual services, decorators, or others, you must notify Hotel of your wish to use such providers at least 5 calendar days in advance of your Event. Consent to use such contractors or subcontractors may be given or withheld at the sole discretion of the Hotel. Any outside contractors and sub-contractors must adhere to Hilton's and Hotel's terms and conditions, health and safety regulations and all other applicable rules and regulations. Hotel reserves the right, at its sole discretion, to require any outside contractor or sub-contractor to be removed from Hotel at any time.

13. CANCELLATION BY HOTEL

Hotel may cancel the Event if Hotel becomes aware of any deterioration in Client's financial situation such that Hotel reasonably considers Client may not be in a position to fulfil its obligations under the terms of the Event Agreement.

Hotel may cancel the booking if Client or its employees, Agencies, sub-contractors or officers (a) commit any immoral, illegal or indecent act; (b) act in such a way as is likely to adversely effect the reputation of Hotel or Hilton; or (c) act in such a way as is likely to offend or effect the enjoyment of other guests of Hotel.

Hotel may charge the event cancellation charges as outlined above in the event of any cancellation under this clause.

Without prejudice to the Force Majeure clause below, Hotel reserves the right to either cancel or change Client's assigned event space for one of equal suitability (either at Hotel or at another comparable property) if Hotel has reasonable operational, commercial or other reason which, requires that the booking is cancelled or relocated.

14. RESPONSIBILITY AND INSURANCE

Client accepts liability for loss and/or damage caused by its employees and temporary workers, agencies, contractors, sub contractors, as well as by participants in the Event. Client will obtain and keep in force the appropriate insurance, a certificate or proof of which may be requested by Hotel. Client may, at its option, purchase insurance to cover its decorations, special objects and other property. Client accepts the responsibility to insure the mentioned property and complying with all fire regulations; in case of doubt, Hotel may request a certificate of compliance for the local fire authorities. The Client will get all required authorisations from the S.A.B.A.M., for the use of any orchestra, playing records, shows, and musical entertainment organised on the premises, as well as any payment connected to the royalties of the artist/interpreters. The Client guarantees the Hotel against any claims.

15. PROMOTIONAL CONSIDERATIONS

We have the right to review and approve any advertisements or promotional materials in connection with your Event that specifically reference any name or logo of the Hilton Family of Hotel brands.

16. SECURITY

Hotel shall not be liable for any loss or damage to the property of the client (or any of its attendees or guests).

17. FORCE MAJEURE

Neither party shall be responsible for failure to perform this Event Agreement if unforeseen circumstances beyond their control makes it illegal or impossible for Hotel to hold the Event.

18. INDEMNIFICATION

Client shall at all times be liable for, indemnify and hold harmless Hotel (together with its employees, servants and Agencies) from and against any and all claims, liability, loss, damages, fines, costs, legal costs, professional and other expenses of any nature whatsoever incurred or suffered by Hotel arising out of or in connection with:

- any property damage suffered by Hotel in the Events space(s) used by Client;
- the acts or omissions of (i) Client (including its Agency and/or sub-contractors); (ii) any entertainers hired by or on behalf of Client or its guests; and/or (iii) the guests, including without limitation any statement or conduct that (in Hotel's absolute discretion) is defamatory, racist, likely to cause or stir any threatening behaviour or may bring Hotel and/or Hilton's name into disrepute.

19. JURISDICTION AND GOVERNING LAW

This agreement is governed by and is to be construed in accordance with Belgian law. The parties irrevocably agree that the courts of Brussels shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this agreement.



The undersigned expressly agree and warrant that they are authorized to sign and enter into this agreement on behalf of the party for which they sign.

"Client" - MB EVENTS

Street
Postal code/City
Country

By : BEN ROBIN

Title : EVENT MANAGER

Signature : 

Dated : 06 Feb 2014

"Hotel" - Hilton Brussels City (Town Hotel SA)

Place Charles Rogier plein 20
1210 Brussels
Belgium

By : Alexandre Hervens

Title : Group, Conference & Events Executive

Signature : _____

Dated : _____