

**Applicable Conditions Group**  
(Standard Terms & Conditions for the Hotel and Catering Industry)

**MINIMUM GUEST ROOM REVENUE:**

Group will meet its minimum revenue requirements under this Agreement if it fulfills its Minimum Guest Room Revenue commitment based on the attrition allowance below.

- Upon signage to 14 days prior to Arrival Date: 10% can be washed complimentary based upon the original contracted room block.

Guest Room Attrition Damages =  
Adjusted Minimum Guest Room Revenue minus Actual guest room revenue from Room Block

The attrition allowance does not apply if Group cancels the Agreement or does not hold the event at Hotel. If Group holds its event at Hotel, but does not fulfill its Minimum Guest Room Revenue commitment it will pay Guest Room Attrition Damages (plus all applicable taxes).

**CUT-OFF DATE:**

The “cut-off date” for reserving rooms in the Room Block is 5:00 p.m. local time at Hotel 14 days before the start date. After the cut-off date, it is at Hotel’s discretion whether to accept additional reservations, which will be subject to prevailing rates and availability.

**CHECK-IN /CHECK OUT:**

Earliest Check in Time is 15.00 pm. Latest Check out time is 12.00 pm.  
An early departure fee of 100% of room rate per room night will apply if a Group attendee checks out prior to the confirmed checkout date.

**FUNCTION SPACE:**

The function space fee includes VAT and all taxes. VAT or other local tax increases will be automatically applied. The Hotel reserves the right to reallocate function space in order to provide suitable accommodation of size and quality for the event on the Event Dates. Due notice will be given in writing by the Hotel to Group of any change from the Function Room specified in this Agreement should group numbers increase or decrease.

We would like to receive the exact number of guests for your function space 14 days prior to aankomst datum. In case of a decrease in the number of guests, we will accept a maximum variance of 10% of the original booking numbers free of charge. In the event that a final program is not submitted by this date, Group agrees that Hotel may at its option release all or part of space held for Group. The function space will be available for the contact person half an hour prior to the arrival time. If you require more set-up time please inform us.

**FINAL NUMBERS:**

Full details of the accommodation requirements, function rooms and other features applicable to the functions will be finalised between hotel and the Group 14 business days prior to the event in writing, which will, on signature by or on behalf of the client, become part of this Agreement. Amendments to guest numbers and or arrangements after this date must be confirmed in writing. Reduction in the duration or contracted value of the booking will be subject to the Hotel’s Attrition policy (if applicable) in this Agreement. Billing will be based on contracted or actual numbers, whichever is greater. Final timings and rooming lists and any special requests must be confirmed to the Hotel at least 14 business days prior to the event.



**FOOD & BEVERAGE:**

Due to licensing requirements and for quality control, all food and beverage served at Hotel must be supplied and prepared by Hotel. Menu prices will be confirmed in writing by the hotel prior to the event. Food & Beverage charges include VAT. VAT or other local tax increases will be automatically applied.

**MINIMUM BANQUET REVENUE:**

Group will meet its minimum banquet revenue requirements under this Agreement if it fulfills its Minimum Banquet Revenue commitment based on the attrition allowance below.

- Upon signage to 14 days prior to Arrival Date: 10% can be washed complimentary based upon the original contracted Banquet Revenue

Banquet Attrition Damages =  
 Adjusted Minimum Banquet Revenue minus Actual Banquet Revenue

The attrition allowance does not apply if Group cancels the Agreement or does not hold the event at Hotel. If Group holds its event at Hotel, but does not fulfill its Minimum Banquet Revenue commitment it will pay Banquet Attrition (plus all applicable taxes).

**CANCELLATION AND/OR MOVING DATES:**

If Group cancels this Agreement or decides to change event dates, Group will provide written notice to Hotel, accompanied (except in the case of a Force Majeure) by payment of the amounts indicated below:

The parties agree that the amounts included in this Cancellation clause are reasonable estimates of the losses that would be incurred by Hotel and factor in Hotel's ability to mitigate its losses through resale.

- From the agreement date to 120+ days prior to arrival date: 20% of the Total Revenue.
- From 61 days to 119 days prior to arrival date: 40% of the Total Revenue.
- From 31 days to 60 days prior to arrival date: 60% of the Total Revenue.
- From 30 days to 14 days prior to arrival date: 90% of the Total Revenue.
- Within 13 days prior to arrival date: 100% of the Total Revenue.

The Hotel shall have the right to cancel this Agreement if the Group fails to pay any installment of the deposit (as set out in the deposit schedule below) on the due date. If the Hotel exercises its right to cancel the Agreement the Group shall be liable for the balance of the payment due in respect of the booking calculated in accordance with the table set out above by reference to the date from which the Hotel exercises its right to cancel. In such circumstances credit will be given for any installments of the deposit already received from the Group.

**PAYMENT OPTIONS:**

Payment will be made as indicated below. (Please check applicable option)

By:

- Day Delegate Package Charges  
 (including taxes and automatic or mandatory charges):  Group
- Event Charges  
 (including taxes, service charges, and administrative charges):  Group
- Guest Rooms  
 (including taxes and automatic or mandatory charges):  Group  Guests
- Guest Incidental charges  
 (e.g. parking, room service, portorage)  Group  Guests

Hotel waives the right to request individual guests for a form of guarantee for incidentals. Group will be liable to cover all unpaid incidentals.



**PAYMENT:**

To guarantee and pay your reservation we ask to make a notation of your credit card details. After returning this Agreement the Hotel will send a secured email including an online Credit Card Authorization Form. This form must be returned in a timely manner. Failure to provide a valid credit card may result in the Hotel exercising its right to cancel the Agreement in accordance with the cancellation provisions above.

Group will advise Hotel of its expected method of payment of the Master Account at least 14 days in advance of arrival date. If Hotel accepts payment by credit card, a valid credit card must be provided to Hotel and all Master Account charges will be charged to such credit card at departure. All electronic wire transfers should be made to the attention of:

ING Bank N.V.  
 Amstelplein 1  
 1096 HA Amsterdam  
 Nederland  
 Bank Account 67.18.67.040, in the name of Sheraton Amsterdam Airport Hotel  
 and Conference Center Luchthaven Hotel Beleggingsmaatschappij BV  
 IBAN: NL64INGB0671867040

**Bank Account Details**

In the unlikely event that the hotel's bank account details change, the hotel will send you an official communication. If you receive any communication relating to changes to these details, we strongly recommend you contact your sales or event management contact by phone to verify the accuracy of the communication prior to making any payments.

**COST OVERVIEW:**

Please provide us with the below details to ensure that we have the right details on the cost overview for your accounting department:

Company name	:	
Contact person	:	
Street	:	
Postal code	:	
City	:	
Country	:	
Purchase order / Reference number	:	
Contact person accounting	:	
Telephone number accounting	:	

**VAT:**

All mentioned prices are including service and VAT. All price changes due to governmental regulations will be charged to the client.



**USE OF EVENT AND FUNCTION SPACE:**

To protect the safety and security of all Hotel guests and property, Group will obtain Hotel's advance written approval before using items in event and function space that could create noise, noxious odors or hazardous effects (e.g. loud music, smoke or fog machines, water features, dry ice, candles) and before engaging in any activities outside of the reserved function rooms (e.g., registration table). Group will obtain and produce to the Hotel at least 30 business days prior to the arrival date any Fire Safety Certificates required by law and/or other health and safety reviews, audits and/or approvals. Failure to obtain any such prior written approval from the Hotel or to produce all such certificate and/or health and safety documentation will result in the Hotel refusing use of any such items. Group will pay any expenses incurred by Hotel as a result of such activity (even though approved by the Hotel), such as resetting smoke or fire alarms or unusual clean-up costs.

**SECURITY:**

Hotel does not provide security in the event and function space and all personal property left in the event or function space is at the sole risk of the owner. Group will advise its attendees that they are responsible for safekeeping of their personal property. Hotel may reasonably require Group to retain security personnel in order to safeguard guests or property in Hotel. Security personnel are not authorized to carry firearms without explicit advance written approval from the Hotel (in its absolute discretion). In any event any approval of the carrying of firearms will be subject to and without prejudice to all requirements within the local jurisdiction insofar as they relate to the carrying of firearms and it shall be the responsibility of the Group to establish the nature of all such requirements and to ensure compliance with all such requirements at all times.

**ANCILLARY SERVICES:**

Hotel may provide, or contract with third parties to provide, ancillary services (e.g. Audio-Visual, florists) to Group for additional charges. Upon prior consent by Hotel, Group may use its own vendors for such services provided that Group's proposed vendors are notified to the Hotel and the Hotel in its absolute discretion deem such vendors to meet the minimum standards established by Hotel, including insurance and indemnification requirements. Group will inform Hotel of its decision to bring its own vendor at least 60 days prior to arrival date, and will sign, and have its vendor sign, the Hotel's appropriate form of External Supplier Joinder at least 45 days prior to arrival date. The limits on liability set out below shall not apply to any act or omission any third party ancillary service provider engaged by the Group.

**RELOCATION:**

If any guest room reservation included in the Room Block cannot be accommodated by Hotel, Hotel will provide: (1) accommodations at a comparable Hotel reasonably nearby at no charge for the first night; (2) one complimentary round trip ground transportation between Hotel and the alternate hotel for each day the guest is displaced; (3) an offer to relocate the displaced guest back to the first available guest room with upgraded (if available) accommodation at Hotel upon return.

**DISCLOSURE:**

Group will be responsible for determining to whom it needs to disclose any terms of this Agreement, including any commission or rebate that it may receive. Group will disclose to all Group attendees the type and amount of all automatic and mandatory charges that will be charged to them by Hotel.

**LAWS AND POLICIES:**

Group will comply with all applicable laws, statutes, codes, ordinances, rules and regulations, including any applicable Hotel policies.



**PRIVACY:**

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.

Sheraton Amsterdam Airport Hotel and Conference Center 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.

**CONFIDENTIAL INFORMATION:**

A party may have access to information of the other party that is marked as confidential or which, by its nature or circumstances of disclosure, would reasonably be presumed to be confidential (“Confidential Information”). Both parties agree to maintain the confidentiality of the Confidential Information and may only use the Confidential Information in connection with fulfilling its obligations under this Agreement. Confidential Information will not include (1) information that is publicly available; (2) PII, which will be handled by the parties in accordance with the “Privacy” provision above; or (3) information that is left or discarded in event rooms, public spaces or guest rooms.

**LIMITED LIABILITY:**

Neither party will be liable to the other for any special, incidental, indirect, consequential, punitive or exemplary damages, however caused, arising out of or relating to this Agreement. The entire liability of either party to the other party for any loss or damage resulting from any claims arising out of this Agreement shall not exceed the greater of: (a) the aggregate fees and expenses paid and payable to Hotel under this Agreement and (b) the amounts payable under any applicable insurance policies maintained by the liable party; provided that the foregoing cap shall not apply to: (i) indemnification claims; (ii) claims for breach of confidentiality; (iii) claims for bodily and personal injury, death, or tangible property damages; and (iv) damages caused by willful misconduct, gross negligence or criminal acts. None of the limits of liability set out in this clause shall apply in respect of any liability arising out of any act or omission of, or related to a breach by, any external third party ancillary service supplier.

**INSURANCE:**

Each party will maintain insurance sufficient to cover any claims or liabilities which may reasonably arise out of or relate to its obligations under this Agreement and will provide evidence of such insurance upon request.



**INDEMNIFICATION:**

Each party will indemnify, defend and hold the other harmless from any loss, liability, costs or damages arising from actual or threatened claims resulting from its breach of this Agreement by any third party or the negligence, gross negligence or intentional misconduct of such party or its officers, directors, employees, agents, contractors, members or participants when acting within the scope of their employment or agency. Neither party will be liable for punitive damages.

**GOVERNING LAW AND DISPUTE RESOLUTION:**

This Agreement shall be governed by, and construed and enforced by the laws of The Netherlands. In the event of a dispute between the parties in respect of this Agreement, the parties shall first attempt to resolve such dispute as soon as practicable through good faith negotiation. Any dispute that cannot be resolved mutually through good faith negotiation shall be referred to and resolved by binding arbitration under the rules of Arbitration of the International Chamber of Commerce. The arbitration shall be conducted by one arbitrator. The place of arbitration shall be in the city where the Hotel is located and shall be conducted in the English language. The award and decision of the arbitrator shall be conclusive and binding on all parties, and judgment upon the award may be entered into any court of competent jurisdiction. Notwithstanding the foregoing, any party to a dispute may at any time seek temporary or permanent injunctive or other equitable relief.

**FORCE MAJEURE:**

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 longer than ten (10) days - after learning of such basis.

**ASSIGNMENT:**

Group may not assign or delegate its rights or duties under this Agreement without Hotel's prior written approval.

**NOTICE:**

All notices, requested, approvals, demands and other communications required or permitted to be given under this Agreement shall be in writing (which for the purposes of this Agreement shall not include e-mail) and to the address of the party first mentioned above. Facsimile or electronic execution and delivery of this Agreement and all notices hereunder shall be legal, valid and binding execution and delivery for all purposes.

**SEVERABILITY:**

If any provision of this Agreement or any part of any such provision is held to be invalid or unenforceable that provision or the relevant part will be eliminated or limited to the minimum extent possible, and the remainder of the Agreement will have full force and effect.

**WAIVER:**

If either party agrees to waive its right to enforce any term of this Agreement, it does not waive its right to enforce any other terms of this Agreement nor to any future breach of that term.

This Agreement constitutes the entire agreement between the parties, supersedes all other written and oral agreements between the parties concerning its subject matter, and may not be amended except by a writing signed by Hotel and Group.

