

## Agreement between St. Regis Hotel, Doha, a branch of Alfardan Hotels and Resorts and Gulf Organization For Industrial Consulting

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FOR EVENT: Gulf Organization For Industrial 27th - 28 April 2015 (Invest in Qatar Forum)

<u>CURRENCY:</u> All prices stated in this Agreement are in QATAR RIYAL/QAR and are exclusive of tax (if any). As of the date of this Agreement, there is no applicable state or local sales taxes imposed on hotel services in Qatar. If this should change during the term of this Agreement, the applicable government imposed taxes will be automatically added to the prices listed in this Agreement and Group agrees to pay such taxes. Group shall be responsible for the payment of any relevant taxes that may be imposed or become due on fees payable by Group under this Agreement.

## **GUEST ROOMS (ALL):** This Agreement applies to the following block of guest rooms (the "**Room Block**"):

Room Type	Rate	26 April	27 April	28 April	29 April
Grand Deluxe – king	1,300	40	40	40	Check out
Grand Deluxe – twin bed	1,300	40	40	40	Checkout

## **GUEST ROOM RATES:**

- All rates quoted are in Qatari Riyals (QAR) and are per room per night.
- Room Rate are quoted on Room basis.
- Rates include in rooms high speed internet access
- Currently no service charges or taxes are applicable; however, this is subject to change according to the prevailing Qatar law without notice and GOIC will be liable for all mandated service charges and/or taxes in addition to the contracted rates.

## **Release Period:**

25 % on 28<sup>th</sup> March 2015 25 % on 08 April 2015 30 % on 15 April 2015 20 % on 20 April 2015

<u>CUT-OFF DATE:</u> The "cut-off date" for reserving rooms in the Room Block is 3:00 p.m. local time at Hotel on . 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.

Complimentary high speed internet access with speed up to 512 Kb (up to 24 hours) is available for all delegates (suitable for web browsing and checking emails).

For Premium internet access please find the below rates. All are suitable for Skype, YouTube and downloading files:

- 4 hours premium access with maximum speed up to 3Mb, QAR 35.
- 24 hours premium access with maximum speed up to 3 Mb, QAR 70.
- 3 days premium access with maximum speed up to 3 Mb, QAR 180.

Check-in/Check-out Information: The Hotel's official check-in time is 15:00 hrs. and check-out time is 12:00 hrs. If guaranteed rooms are required prior to 15:00 hrs.; they should be reserved from the previous night; however, we will endeavor to have the rooms ready for arriving guests. Should you require a late check-out (until 18:00 hrs.); half the applicable rate per room will be levied. After 18:00 hrs.; a full night's rate will apply.

Early check in and late check-out requests are subject to availability, determined by the day's arrival and departure patterns of the Hotel.

<u>Rooming List:</u> Guest room reservations will be made by rooming list that includes a clear listing of names, arrival/departure dates, and types of accommodations desired for each individual. The rooming list must be received no later than <u>March 01</u>, 2015. All reservations made by rooming list will be guaranteed for arrival to the Master Account.

*Note:* Your group block is based on the amount of Guest rooms as stated in the signed contract. Should you require additional Guest rooms or Suites prior to or after the cut-off date as specified in the contract the Guest rooms and Suites will be subject to availability. The additional Rooms and/or Suites will be booked at the best available rate. The hotel does not guarantee that additional Guest rooms or Suites will be available at the Group rate.

This Agreement between Gulf Organization For Industrial Consulting ("Group") and St. Regis Hotel, Doha, a branch of Alfardan Hotels and Resorts ("Hotel") is effective as of the date it is signed by Hotel ("Agreement Date"). This Agreement must be signed and returned to Hotel accompanied by the deposit stated below to confirm the Group event no later than the 09th March 2015. However, if prior to the Agreement Date a third party requests some or all of the event dates set out in this Agreement and is in a position to sign an agreement immediately with the Hotel, we will advise Group in writing and Group will have 3 business days from the date of such notice to confirm the booking set out in this Agreement by returning to the Hotel a signed Agreement and deposit failing which the Hotel may at its discretion and without any liability to the Group enter instead into an agreement with the third party in respect of some or all of the Event Dates set out in this Agreement.

**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 by 1 week prior to the event in writing and will, on signature by or on behalf of the Group, become part of this Agreement. Group must notify Hotel in writing of all amendments to guest numbers and/or other arrangements before this date. 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 7 business days prior to the event.

**INTERNET ACCESS**: Complimentary high speed internet access with speed up to 1.5mb (up to 24 hours) is available for all delegates (suitable for web browsing and checking emails).

For Premium internet access please find the below rates. All are suitable for Skype, YouTube and downloading files:

- 4 hours premium access with maximum speed up to 3Mb, QAR 35.
- 24 hours premium access with maximum speed up to 3 Mb, QAR 70.
- 3 days premium access with maximum speed up to 3 Mb, QAR 180.

**CANCELLATION:** cancellation will be as per the individual booking cancellation charge.

From the Agreement Date to 30 days prior to 27th April 2015	25% of the Total Minimum Revenue
From 30 days prior to 27 <sup>th</sup> April 2015	50% of the Total Minimum Revenue
Within 15 days or less prior to 27 <sup>th</sup> April 2015	100% the Total Minimum Revenue

The Hotel shall have the right to cancel the booking if the Group fails to pay any installment of the deposit (as set out in the deposit schedule below) on the due dates despite receiving written notice to pay from the Hotel. If the Hotel exercises its right to cancel the booking for failure to make payment the Group shall be liable for the cancellation charges 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.

Day Delegate Package Charges (including taxes and automatic or mandatory charges)	☐ Group	□ Guests
Event Charges (including taxes, service charges, and administrative charges):	☐ Group	☐ Guests
Guest Incidental charges	☐ Group	☐ Guests
(Please Specify other) charges	☐ Group	☐ Guests

Failure to make payment of any element of the deposit on the due date may result in the Hotel exercising its right to cancel the booking in accordance with the cancellation provisions above.

**PAYMENT:** Group will advise Hotel of its expected method of payment of the Master Account at least **30** days in advance of 26 April 2015. Unless the parties agreed otherwise, the following payment procedure shall apply. Group shall pay any amounts due under this Agreement, including any element of the deposit, based on relevant invoices issued by Hotel.

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 payments by cheque must be addressed to "The St. Regis Doha Hotel and Resort". Note: All cheques must be sent with sufficient time for funds to clear in the Hotel's account prior to the start of the event.

For remittance by bank transfer, a copy of the relevant documentation must be submitted to the hotel to ensure correct crediting of funds. For companies making an international bank transfer to Qatar, fee of USD 60 will be added for each transaction made to cover all associated bank charges.

All payments shall be made on or before the due dates set out in this Agreement or, if no such dates are specified, within three (3) days from the date the relevant invoice is received by Group and by electronic wire transfers (or the payment method agreed upon), to the following bank account:

Account Name: The St. Regis Doha Hotels & Resorts

Bank Name: Commercial Bank

Bank Code: CBQ

Branch Name: HAK CORPORATE B

Address: The Commercial Bank of Qatar (Q.S.C) P.O. Box 3232, State of Qatar

Account Number: 4580-583331-001 Bank Swift Code: CBQAQAQA <u>USE OF EVENT AND FUNCTION SPACE:</u> 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 any danger or disturbance such as 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 **7** business days prior to the 26 April 2015 any additional 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.

Full details of how Group intends to use the function rooms must be provided no less than **7** days prior to the event to enable the Hotel to obtain any special approvals, consents or licences. If any such consent, approval, or licence is refused, the Group shall not bring the relevant item to the Hotel or (as appropriate) allow the specific activity to take place.

Use of glues, adhesive materials, nails or hooks is forbidden. All of the brought-in structures are to be self-supporting. Any damages to the Hotel structure resulting from a breach of this clause will be quantified and charged to Group. All materials used for the setup must be fireproof or at least adequately treated with fire-attendants. The Group may be required to sign an additional Release of liability form. If such displays, merchandise or exhibits are to be used, the Hotel's prior written approval must be obtained and prior arrangements for their arrival, unloading, security and storage must be made with the Events Department.

The Hotel accepts no responsibility for the security or loss or destruction or damage to the items whilst at the Hotel, regardless of cause.

All equipment will be to an approved standard by the Chief Engineer. Where connection to the Hotel power supply is by other than 13 amp plugs, the Chief Engineer must be consulted. Where practicable all electrical equipment will be switched off at the termination of each day. Cables have to be secured across floor areas, and cannot obstruct exits but may be carried around doorframes or as directed. If it is the Client's intention to utilise laser equipment/stroboscopic lighting at the Hotel the Group is obliged to apply for a laser certificate from the relevant authorities, and submit a copy to the Company at least 7 days prior to arrival.

If the Group is displaying motor cars/motor cycles, such requests must be notified to the Hotel in writing 6 weeks in advance of the Event, and can only be approved by the appropriate local authority. Prior to vehicle(s) being brought into the Hotel, the fuel tanks will be drained and the filler caps locked or sealed the battery removed not just disconnected. The vehicles shall not be installed or removed during the exhibition & must be secured to ensure they cannot be moved from their approved position.

All waste, e.g. packaging must NOT be left in the corridors and must be cleared from the Hotel as no storage can be offered. The level of noise, especially that produced by Sound Equipment must be kept at a reasonable volume, exclusively determined by the Hotel.

STORAGE SPACE: Due to limited storage space the hotel is unable to accept packages prior to your event. Should a storage room be required, a function room will need to be allocated to ensure sufficient space is available to receive and store packages for your event. The client acknowledges that the Hotel cannot accept responsibility for the safekeeping of such equipment, materials, written texts, or any other articles of value that may be left in the function rooms or conference rooms by members of the Group. Accordingly, the client acknowledges that they will have to accept responsibility for the provision of security with regard to any such articles, mentioned above, and hereby assumes responsibility for any loss with regard thereto.

STARWOOD PREFERRED PLANNER (SPP): Starwood Preferred Planner points, awarded through the Starwood Preferred Guest program, are available for business contracted through the sales and catering departments of participating Starwood hotels. Group acknowledges that such points have been offered in connection with the rooms and services purchased under this Agreement, and that Group consents to the awarding of the points listed below. Once full payment is received by Hotel for the rooms and services purchased under this Agreement, points will be awarded in equal amounts to the following individuals (who must be members of the Starwood Preferred Planner and Starwood Preferred Guest program in good standing, and employed by Group or Agent when the points are awarded) according to the Starwood Preferred Planner Program Rules. Points may be awarded to a maximum of three recipients, and may be cancelled if it is determined that any recipient was not authorized by group to receive, incorrectly received, or was ineligible to receive, the awarded points.

Member Name	Starwood Preferred Guest Membership Number
1.	

**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 and are advised to store any valuables in the safes provided by the Hotel (at the front desk or in the guest's room). Hotel will not be responsible for loss, damage or theft to personal property not deposited at the provided Hotel safes. 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.

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 written 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 27th April 2015, and will sign, and have its vendor sign, the Hotel's appropriate form of External Supplier Joinder at least 45 days prior to 27th April 2015. 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.

**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:** Group will obtain from its guests, delegates, Group employees or other individuals attending the function, all necessary rights and permissions prior to providing any personally identifiable information ("**PII**") to Hotel, including all rights and permissions required for Hotel, Starwood Hotels & Resorts Worldwide, Inc. ("**Starwood**"), Starwood affiliates, and service providers to use and transfer the PII to locations both within and outside the point of collection (including the United States) in accordance with Starwood's privacy statement (www.starwoodhotels.com/corporate/privacy policy.html) and applicable law.

<u>CONFIDENTIAL INFORMATION:</u> A party may <u>have</u> 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 or (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 or exclusions 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. Notwithstanding anything to the contrary, Group is required to insure any immovable property it brings into the hotel with a Qatari insurance provider operating in Qatar in accordance with the principles of local laws.

**INDEMNIFICATION:** Each party will indemnify, defend and hold the other harmless from any loss, liability, costs or damages arising from (i) actual or threatened claims by any third party resulting from its breach of this Agreement or (ii) negligence, gross negligence or intentional misconduct of such party or its representatives or agents when acting within the scope of their employment or agency or (iii) with respect to Group, the negligence, gross negligence or intentional misconduct of its conference delegates or other individuals attending the function. 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 Qatar. 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.

<u>FORCE MAJEURE</u>: If acts of God or government authorities, natural disasters, or any other event beyond a party's reasonable control make it illegal or impossible for such party to perform its obligations under this Agreement, such party may terminate this Agreement upon written notice to the other party without further liability. For the avoidance of doubt, any deposit paid by Group before the event shall be reimbursed in circumstances where the Hotel suffers the event of a force majeure and is unable to perform its obligations.

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

<u>NOTICE:</u> 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.

<u>SEVERABILITY:</u> 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.

<u>WAIVER:</u> 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.

ACCEPTED AND AGREED TO: Gulf Organization For Industrial Consulting	St. Regis Hotel, Doha, a branch of Alfardan Hotels and Resorts
By: Mr. Abdul Azziz Hamad Al-Ageel	By: Ali Sayyari
Date:	Date: 17 March 2015