

**HOTEL POLICY AGREEMENT
TERMS AND CONDITION-BANQUET AND GROUP BOOKING**

Check-In and Check Out

Our standard check-in time is 2 pm and check-out time is 12 noon. Requests for early check-in shall be honored subject to the availability of rooms for check-ins by 10 am without additional charges. Any arrival prior to this shall be reserved from the previous night itself. Late check-outs up to 3 pm subject to availability of rooms without any charges.

PLEASE NOTE:-

1. Offered rates are on a per room per night basis.
2. Additional rooms if needed will be offered subject to availability on a pro-rata basis.

Meetings & Events Inclusions:

1. Usage of venue along with kitchen space as provided by the hotel, between given timings
2. 25 round tables, 25 rectangle tables, & 500 chairs and related necessary linen
3. Above furniture shall be given based on the Minimum Guarantee and the above number shall be the maximum available stock. If additional furniture is required, the guest shall pay in advance to the hotel for hiring the furniture from authorized vendors.
4. All meals on outdoor catering from guests' side; Food safety disclaimer filled by vendor and guest needs to be submitted to the hotel
5. Guests shall hire outside vendors only on written approval from hotel management.
6. All vendor details to be submitted to hotel authorities at least 7 days prior
7. Vendors to follow instructions from the hotel which will be shared closer to event dates.
8. Priority shall be given to In House and Authorised Vendors for all services.

Menus

Please note that food will be served in the pre-designated area on an outdoor catering basis. Guest shall sign a disclaimer regarding all food and beverage service wherein the hotel is completely immune against any casualties and/or mishappenings whatsoever arising due to food and beverage being consumed by the function guests

Minimum Guaranteed Attendance

The guaranteed minimum attendance/rooms for all the functions shall remain as listed above in the **Menu Grid**. After the letter of agreement is signed only an increase in the number of attendees will be permitted. The charges for the event will apply to the guaranteed or actual

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number of people attending the event, whichever is higher. The hotel reserves the right to revise venue/ rates if the number of attendees changes.

The final attendance will need to be confirmed at 120 hours (5 working days) prior to the event. Please note that since we make the arrangements for only 15% in excess of the minimum number of guaranteed attendees, please advise the hotel on the final numbers accordingly.

Tax Structure:

In addition to the price above the following taxes will be levied. The tax percentage is charged as per government regulations hence in case of any amendment in government policies the applicable taxes at the time of the event would be applicable irrespective of the present quotation.

Tax Categories	Total Taxes
Food	18%
Soft Bev.	18%
Equipments	18%
Hall Rentals	18%
Rooms	12% / 18%

Function Set- up

The hotel recommends that all event details be finalized at the earliest but no later than 72 hrs prior to the event for the success of the event.

Audio- Visual Equipment

Hotel Premises

The Clients will be responsible for the orderly conduct of function to ensure there is no breach of the law. The hotel assumes no responsibility for personal items (like mobile phones, laptops, PDA's) which are lost or damaged during your function. Personal insurance coverage for valuables is recommended.

Power

The Hotel is fully equipped to supply power for your event; however, power supplied in the halls is directly dependent upon the State Electricity Board. Power supplied by the hotel per Banquet is 5 KVA in a normal event which is KSEB power and the power backup will take 15 seconds to

resume. Any additional power supply required would be charged as per consumption. In case you intend to have an uninterrupted power supply in your event, we recommend the use of Genset for the Audio- Visual or we can also assist you with the quotes in case you need the same. Diesel Generator sets can be hired at the following additional charges:

- Generator 62.5 kva (Minimum 5 hours usage) – INR 7500 + Applicable Taxes
- Generator 125 kva (Minimum 5 hours usage) – INR 9000 + Applicable Taxes
- Every Extra hour usage of Generator – INR 2000 + Applicable Taxes

Confirmation and Deposit Schedule

At the time of confirmation, a signed copy of this Letter of Agreement and Ramada Bengaluru Yelahanka’s General Terms and conditions along with an advance deposit/bill to company letter will be required further which Ramada Bengaluru Yelahanka reserves the right to release the booking without prior notification.

Please note the advance deposit is non-adjustable & non-refundable in case of preponement, postponement, and cancellation, or under any other such circumstances.

Charges and payments:

Retention Charge/Reschedule Charges:

Retention charges will be applicable for all cancellations, advancement & postponement. It is agreed that in the event of non-occurrence of the said event on the agreed date (as per this letter of agreement) guest will be billed the following charges and amounts, depending upon the notification period of cancellation, and the guest shall be liable to pay to Ramada Bengaluru Yelahanka, the charges within 7 days from the receipt of the Invoice. Please note retention charges are applicable irrespective of the resalable value of the meeting area/ accommodation.

<u>The period prior to Event Date</u>	<u>Retention Charge/Reschedule Charges</u>
Between 60 days and less	100% of total estimated billing +taxes (less non-refundable advance)
Between 60 days and 180 days	50% of total estimated billing + taxes (less non-refundable advance)

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Between the date of signing and 180 days	30% of total estimated billing + taxes (less non-refundable advance) { This is applicable for wedding and social events)
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Due to Govt Regulation or Lock Down Restriction, if any event or wedding needs to be preponed/postponed, the Hotel shall waive-off Rescheduling Charges. The hotel shall offer alternative dates subject to availability.No Refund or reduction in pricing/package will not be entertained.

Billing:

Performa Invoice shall be raised as per minimum guarantee and payment including taxes as per proforma invoice shall be settled before 48 hrs of event schedule. Anything extra from the minimum guarantee or anything which is not part of the contract shall be paid within the end of the function/check out.Please note that we do not accept cheques at the end of the function. Cheque payments must get realized to a hotel bank account at least 7 days in advance of event commencement and/or first check-in.Any payments delayed beyond 24 hrs of agreed credit period/settlement of bills, 36 % interest per annum on the due payable will be charged to the Clients/booker.

General Terms & Conditions & House Rules

Enclosed ANNEXURE are the hotel's General Terms and Conditions & House Rules. By signing this letter of agreement, it is implied that the **Guest** has read, understood, and agreed with **RAMADA BENGALURU YELAHANKA** terms and conditions & house rules.

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ANNEXURE - HOUSE RULES

General

- The hotel makes arrangements for only 10% in excess of the minimum guaranteed number of guests. Attendance over and above the same shall be charged at an incremental price of 120% of the agreed per person price
- As per the excise policy, the bar would close at 2230hrs
- The hotel does not provide any storage space other than rooms reserved by the clients and will not accept liabilities for any damage incurred to any uncollected goods. All goods stored will be at clients own risk
- The hotel will not accept any responsibility for damage or loss of merchandise left in the hotel prior to during and after the function. The organizers should arrange their own insurance and/or security
- The guest is liable to pay for any damages done to the hotel property by self, invitees, vendors, or contractors
- Refundable Advance of INR 50,000.00 to be deposited to the hotel prior to the event which will be adjusted in case of any damages and balance will be returned within 7 days of commencement of the function.
- Terms and conditions are subject to change without prior intimation to the guest
- Vendors shall obtain Entry Gate Pass for Entering the Hotel Premises. Vendors shall obtain Entry Gate Pass by submitting Necessary Documents, Declaration and by Paying Security Deposit.
- Vendors shall obtain NOC to exit the Hotel Premises along with their declared properties/equipment/props/furniture and hiring materials.
- If the hotel falls short of Room Inventory due to Technical or Maintenance Issue during the booking date, the hotel shall take responsibility to accommodate the room guest at the nearest Hotel of Similar Category or Sister Hotels part of TSL Hospitality.
- Latest copy of Terms & Conditions shall be available on www.ramadabengaluruyelahanka.com

Audio – Visual

- All Audio/Visual equipment can be arranged at an additional charge
- The hotel will not allow any kind of Audio/Visual Check between 2230hrs to 0800hrs
- Hotel background music during Dinner will be available throughout your event at no additional charge; however, entertainment would have to cease by 2230hrs. Music and sound should not be played beyond legally permitted limits of decibels and timings respectively. All necessary licenses to be procured by the guest and submitted to the hotel at least 48 hours in advance.
- No music shall be allowed in the pre-function areas of the venues or open-air venues

Exhibitions

- All material must be brought in via Receiving dock only with prior knowledge of the hotel security
- All materials for the exhibition to be carried by your own manpower. The hotel shall not be responsible for shifting of equipment and or any other support
- If required there shall be limited numbers of trolleys arranged for you at additional cost prior notice
- No Manpower shall be provided by the hotel for the trolleys or any other movement of the equipment of display material
- No vendor or exhibitor shall enter hotel premises from the lobby or use the guest elevator to transport merchandise or material to the exhibition hall

RELEASE OF RESERVATION

- The Hotel reserves the right to release any or all reservations and arrangements made by the Organiser for the Event without prior notice in the event,or
- The Hotel does not receive the full Deposit and all such other documents from the Organisers before the date stipulated by the Hotel,or
- The Organiser is not in compliance with applicable laws, or has not procured the relevant regulatory approvals,or
- The Organiser is in breach of its obligations under this Agreement

RULES AND REGULATIONS

- The Organiser and all Service Providers engaged by the Organiser shall adhere to all Hotel policies, rules and regulations, including but not limited to those governing Hotel fire and safety requirements. The Organiser shall be responsible for ensuring that all fire escapes inside the conference hall, grand ballroom and any function rooms are not obstructed by seating arrangements, stages, equipment and other set ups for the Event.
- Depending on the nature of the Event, the Organiser shall be required to procure all necessary regulatory approvals and provide the same to the Hotel prior to the commencement of the Event. A list of regulatory approvals has been set out in Annexure A appended hereto. It is clarified that the list of approvals set out in Annexure A is indicative and not exhaustive. It shall be the obligation of the Organiser to ensure that all necessary approvals are obtained prior to the commencement of the Event.
- The Hotel does not permit confetti blasts, explosions of any kind, decoration or show involving fire or any other activity which may cause damage or inconvenience to the Hotel, its guests or others. No flammable materials may be brought onto Hotel premises without the prior written permission of the Hotel.
- It is clarified that any or all Service Providers appointed by the Organiser shall also be required to comply with the rules and regulations of the Hotel. The Organiser shall be

responsible for conveying the said rules and regulations to all its Service Providers, employees or agents.

- The Hotel reserves the right to deny any person entry to the Hotel premises, and can ask any person(s) who is not properly clad or who misbehaves, to leave the Hotel premises immediately.
- The Hotel shall shut down loud music, live or recorded musical performances or recitals latest by 22:30 hours if the Event is being conducted in an outdoor venue. All loud music, live or recorded musical performances or recitals played in Events conducted in indoor venues shall be shut down by 23.30 hours.

Set-Up

- All the material has to be brought in from the receiving dock with prior knowledge of the hotel security.
- All material for the setup to be moved with your own manpower. The hotel shall not be responsible for shifting equipment and or any other support in the setup.
- A list of all the equipment brought in has to be made in triplicate. One copy of which is to be given to the Security, Banquet Manager, and yourself. The same to be produced while removing the equipment outside, which will be subject to scrutiny by the hotel security.
- During the setup of the event, plastic sheets have to be placed on the carpet in order to avoid any damage.
- Stage units, light stand, etc to be placed on a wooden plank on the carpet in order to avoid any damage.
- All structures should be self-supporting, No nailing, pasting, or tying on the panel to the wall or ceiling will be allowed
- You are required to leave 1ft of space between the wall and the erected panel.
- No material to be stored in the back area and the booth as it can create a hindrance in operation and movement.
- Excess equipment will not be stored within the hotel premises.
- Smoke machines causing damage to the carpet will not be permissible
- Injury/damage/loss of life due to setup (from beginning till the end clearance) will solely be the responsibility of the event organizer and client. The hotel will nowhere be responsible for the same.

Liquor / Alcoholic Beverages

Hotel restricts the guest from getting outside liquor without hotel permission. Guest is advised to buy alcohol from the hotel at optimum and special pricing for bulk purchases. The Guest shall be permitted to get alcohol on special case only with subject to obtaining NOC from top management of Hotel and with valid **CL-5 Occasional Licences** from Karnataka State Excise Department and Local Police Permission. Any situation of failure to obtain NOC and CL-5

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license, hotel shall not allow servicing of Alcohol. Any Individual who fails to comply, necessary legal measures shall be taken and the hotel shall not be liable or responsible for action of the appropriate Govt Body.

Guest/Booker shall pay Corkage charges for all authorised alcohol brought from outside into hotel premises.

Overnight Set-up

- The hotel doesn't permit overnight setup
- The same could be made only possible only after written approvals against assurance to work without creating any noise or disturbance to the adjoining halls and guests or resident guests.
- The hall for overnight set up shall be provided on the complete conclusion of the dinner event of the previous night. There is no specific binding to the hotel to provide the hall at the specified time.
- In any case of noise level being or a guest complaint, the hotel reserves the right to stop the setup work without giving any specific reason for the same
- The hotel takes no responsibility in case the setup is not completed on time by the event organizer.

Power

- Power at the hall is dependent on the State Electricity Board; hence in case of any power failure, the hotel takes no responsibility for any damages. To avoid this interruption we recommend the usage of Gen-set for Audio- Visual Equipment power backup.
- Power supplied by the hotel per banquet event is 5KVA. Electrical load to be advised at least 1 week in advance. Generators, if required for additional power will be charged separately.
- All wired to be taped and covered.
- Loose wires and Loose connections will not be permitted

Labour

- Smoking and sleeping of the manpower in the hotel premises are not permissible.
- The labor should not be roaming in the front or back area of the hotel during the function
- All workers to come through the employee's entrance after being issued identity cards
- Workers to use staff washrooms only

Signage

- No welcome signage, the banner would be displayed in the driveway, entrance, or any other part of the hotel except the banquet pre-function area.
- No display boards/promotional activities are permitted in the hotel lobby
- No setup will be allowed on the Corridor of F&B Floor

- No display or branding shall be done near the elevator leading to conference rooms from the lobby

Decoration

Floral decoration of the Pathways leading to conference rooms is not allowed for all social functions taking the venue.

Damage Clause

Any damages/loss of hotel property caused by any guest or occupant of hotel premises shall be billed to the Event booker and guest.

Cleaning and Hygiene

Events in which Outside vendors are hired by the guest are responsible for cleaning all garbage/waste generated by their services offered. In such a case, outside vendors shall hand over premises and furniture in the right condition and cleaned as per our safety and hygiene standards. If Vendors fail to fulfill their commitment, Vendors/Guests shall pay the Cleaning Charges (INR 20000) and Waste/Garbage collection charges (INR 7500 per load + Labour Charges) before vacating/exiting the hotel premises. Vendors shall obtain NOC from Hotel Admin and Security Manager for generating Exit Gate pass.

Permissions

The necessary licenses like PPL /IPRS/Novex and NOC from the nearest police station need to be taken as per the nature of your event. The hotel shall not take any responsibility nor shall be liable for any legal complication. The hotel reserves the right to cancel/stop the event for not obtaining any mandatory necessary permissions.

Legal

- **Force Majeure**

The performance of this Agreement by either Party is subject to acts of God, war, government regulations, damage or destruction of the Hotel, outbreaks of disease or epidemics in the country where the Hotel is located, disaster, fire, strikes, civil disorder, or other similar cause or threat thereof beyond the reasonable control of the Parties, making it illegal or impossible to perform the terms and conditions contained in this Agreement. For any of the aforesaid reasons, this Agreement may, without liability to either Party (i) be terminated by either Party, by providing written notice of a period not

lesser than seven (7) days; or (ii) be revised at the sole discretion of the Hotel by providing written notice of a period not lesser than seven (7) days to the Organiser.

- **Indemnity**

The Organiser agrees to waive any or all claims against the Ramada Bengaluru Yelahanka and all of their affiliates, subsidiaries, associated companies, and their respective directors, officers, shareholders and employees (the "Indemnified Parties"), and shall indemnify, defend and hold the Indemnified Parties harmless from and against any and all losses, damages, claims, demands, actions, penalties, suits, costs, fees and liabilities arising out of, caused by or resulting from, in whole or in part, the Event, including any injury or damage to any persons or property on or about the Hotel, or any default of or breach by the Organiser under this Agreement. It is clarified that the Organiser shall also be liable for any damage caused to the Indemnified Parties by the Organiser's guests attending the Event.

- **Damage**

The Organiser shall be liable for any injury or damage to the Hotel, its guests or property, caused directly or indirectly by the Organiser and/or its Service Providers and for any and all losses, damages, claims, demands, costs and expenses arising therefrom.

- **Liability of the Hotel**

The Hotel shall in no event be liable for any loss or damage, including but not limited to direct or indirect or consequential losses, loss of contracts, loss of profits, economic or financial losses or anticipated savings howsoever arising which may be suffered by the Organiser, its parent and/or any of their subsidiaries, affiliates and/or associated companies.

- **No waiver**

The failure by either Party to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement, or to exercise any right or remedy consequent upon a breach thereof, shall not be construed as a waiver of any such breach or any subsequent breach of such covenant, agreement, term or condition.

- **Non-Assignment**

The Organiser shall not assign or transfer any of its rights or obligations arising out of this Agreement to any other party.

- **Applicable Law and Dispute Resolution**

This Agreement shall be governed by, and shall be construed, interpreted and applied in accordance with the laws of India. Any dispute, controversy, or claim arising out of or in connection with this Agreement, including any question regarding its existence, validity, or termination (each, a “Dispute”) shall be finally resolved by arbitration under the rules of the Hotel currently in force, which rules are deemed to be incorporated by reference into this clause. The Parties agree that the Dispute shall be adjudicated by a single arbitrator mutually agreeable to, and appointed by, the Parties. In the event the Parties fail to appoint a single arbitrator, the Hotel and the Organiser shall appoint one (1) arbitrator each and the two (2) arbitrators so appointed shall nominate a third presiding arbitrator. The decision of the arbitrator(s) shall be final and binding on the Parties. The arbitration proceedings shall take place in the [Bengaluru, Karnataka, India]. The language of the arbitration proceedings shall be English.

Thank you once again for choosing Ramada Bengaluru Yelahanka for this important event. We assure you that we shall give our best to ensure that you host a successful event.

**Yours sincerely,
Team Ramada**

I hereby confirm acceptance of all the terms contained hereinabove.

GUEST NAME:

BOOKING DATE:

EVENT DATE:

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ANNEXURE B

The following is the list of permits and licences to be provided to the Hotel prior to the commencement of the Event: Some of these approvals may be irrelevant in specific instances.

- No objection certificate from Entertainment Tax Department
- No objection certificate from the Traffic Department.
- Temporary premises license and ticket selling license
- Indian Performing Rights Society Limited - IPRS License
- Phonographic Performance Limited - PPL License
- No objection certificate/permission/license to publicly perform any musical works during a concert/program/wedding ceremony, disc jockey's (DJ's) license to play music, event hosts' license to have the music played
- License for telecast, if the event is telecast on any channel
- Loudspeaker license
- Novex license (Yashraj Music, Shemaroo, Zee Music, Eros Music)
- No objection certificate, fee for stage, shed, pandal, pagoda
- No objection certificate/permission from Health Department, fee for conservancy
- No objection certificate from the local police station
- No objection certificate from Hotel and respective govt authority to fly drone in hotel premises