

Contratto n. 40/2022
del 22.08.2022



TRIBE AND TRADEMARK HOTELS GROUP AGREEMENT

DATE: 19.08.2022

BETWEEN:

AND:

TRIBE HOTEL LIMITED

NAME: Italian Agency for Development Cooperation

REGISTRATION NUMBER: C140200

Attn: Mr. Giovanni Grandi

P.O. Box 1333, Village Market

United Nations Crescent Road – Gigiri

Nairobi, Kenya 00621

P.O. Box 63389 - 00619 Muthaiga (Nairobi)

PHONE +254 730 886 000

EMAIL: segreteria.nairobi@aics.gov.it

EVENT NAME: Italian Agency for Development Cooperation Full Day Meeting

EVENT DATE: 21st September 2022

The following represents an agreement between Tribe Hotel Ltd (the “Hotel”) and outlines specific conditions and services to be provided.

MEETING SPACE + BANQUET REQUIREMENTS

The meeting and/or food and beverage program agenda below is our understanding of GROUP'S meeting and function requirements

DATE	FUNCTION	SPACE	START TIME	END TIME	SETUP	PAX	COST PP
21.09.2022	Full Day Meeting	TBC	08:30AM	04:00PM	Classroom	50	KES 4,186

GROUP'S final menu selections, meeting requirements, must be submitted at least one (1) week prior to the event. Should those requirements be received after that time, the Hotel cannot guarantee availability of these services.

CANCELLATION CLAUSE – M+E SPACE

DAYS PRIOR TO ARRIVAL FIRST SCHEDULED EVENT DATE	DELEGATES RELEASED
> 60 Days	10% of the number of delegates and / or of the booked services may be cancelled without cancellation fee. Any additional cancellations will be charged, based on the contracted rates.
30-59 Days	10% of the initial number of delegates and / or booked services may be cancelled by the Group without cancellation fee. Any additional cancellations will be charged, based on the contracted rates. This reduction of the total event cannot be cumulated with any of the preceding or following reductions.
15-29 Days	10% of the initial number of delegates and / or booked services may be cancelled without cancellation fee. Any additional cancellations will be charged, based on the contracted rates. This reduction of the total event cannot be cumulated with any of the preceding or following reductions.
14 Days	(5%) of the initial number of delegates and / or booked services may be cancelled without cancellation fee. Any additional cancellations will be charged, based on the contracted rates. This reduction of the total event cannot be cumulated with any of the preceding or following reductions.
<14 Days	Any cancellation of the number of delegates and/or booked services will be subject to a cancellation fee equal to (100%) of the delegate participation fee and the contracted rate for the booked services.

ADDITIONAL SPEND

Unless credit facilities have been made available, we may require details of your credit/debit card to cover any additional or incidental amounts that become due. You authorise our use of this card for such purpose.

You shall confirm to the Hotel, on or before the function start date, the names of any function guests who you are authorised to sanction, on your behalf, any additional spend at the function above the levels set out in the events schedule (if any).

ASSIGNED FUNCTION SPACE + GUEST NUMBERS

1. MINIMUM NUMBER OF GUESTS AND FINAL NUMBERS

Charges shall be calculated on the basis of the minimum number of guests specified in the events schedule or your final numbers (once provided) whichever is greater. Where the actual number of guests falls below this number, we shall have the option to:

- a) Charge you for the minimum numbers or your final numbers (whichever is greater)
- b) Move the function to a different location within the Hotel
- c) Reallocate the booking to a different Hotel
- d) Cancel your booking in accordance with our cancellation clause

2. MAXIMUM NUMBER OF GUESTS

If your final numbers or the actual number of guests attending a function exceeds the maximum capacity of the Hotel space booked, we may be unable to accommodate the additional guests for operational, legal and/or health and safety reasons. In such circumstances, we will have the option to:

- a) Move the function to a different location within the Hotel
- b) Reallocate the booking to a different Hotel
- c) Refuse entry once capacity is reached; or
- d) Renegotiate the events schedule with you

3. FINAL NUMBER OF GUESTS

The Hotel shall not be held liable, if additional delegates cannot be accommodated for the event. The exact number of delegates must be confirmed to the Hotel at least fourteen (14) working days prior to the event.

OUTSIDE FOOD + BEVERAGE

No food or beverages will be allowed from outside other than the Hotel. Alcoholic beverages are not permitted in the Hotel either by customer or any of his guests or invitees. The Hotel is not liable for and is indemnified against claims for any health problems caused by consumption of food & beverage products brought into the Hotel by the client. We must receive a program with time schedules for meals and other services.

OTHER TERMS

GENERAL	Tribe Hotel Ltd reserves the right to request or full payment in advance of the above, in case of large the Groups, long stays or high occupancy. All payments must be made in US Dollars (\$) or Kenya Shillings (KES) converted at the rate of exchange prescribed by the Hotel. Kindly consider currency fluctuations when transmitting a bank draft or telegraphic transfer.
CREDIT FACILITY	On application only, directly with Tribe Hotel Ltd. Unless, approved, all the Group reservations will be on prepayment basis as outlined above. Should payment not be timorously received, Tribe Hotel Ltd. reserves the right to automatically cancel the reserved accommodation and at the same time reserves the right to cancel or refuse to accept further bookings.
CONTRACT AGREEMENT/RESERVATION	TRIBE HOTEL LTD reserves the right at its discretion to amend the payment and cancellation policies set out in the Agreement during major events conferences or sporting events
DISCLAIMER	The Group hereby agrees that it is a condition of their employee's occupation of the property premises that the Group shall be responsible and/or liable for any accident or bodily injury to any occupant or loss of damage to any property brought by the Group's guests upon the premises whether arising from fire, theft or from any other causes and by whom so ever caused or arising from the negligence or wrongful act of any person in the employ of the Group. The Group whose guests occupy premises in the property is deemed to contract with the hotel on this basis. The Group further agrees that a wireless internet connection is unsecured and that their guests utilize the internet at their own risk. The Group hereby indemnifies and holds the hotel harmless against any loss or harm whatsoever arising direct or indirect from the dissemination of any data through the use of TRIBE's internet facilities. The Group agrees on behalf of their guests to bind their guests to

	the conditions of occupation of the property in question.
CUT-OFF DATE	<p>21 Days prior to arrival/function date.</p> <p>At the Cut-Off Date, Hotel will review the reservation pick-up for the Event, release the unreserved rooms for general sale, and determine whether or not it can accept reservations based on space and rate-available basis after this date.</p> <p>If hotel releases rooms for general sale after the cut-off date, THE GROUP will still be responsible as outlined in the Room Block Release Schedule outlined in this contract.</p>
RELOCATION POLICY	<p>In the event the hotel is unable to provide event space on a held reservation, the Hotel agrees to notify the company as soon as possible and provide the company the opportunity to determine which guest is to be relocated. Accommodation will be provided at the nearest comparable hotel and a three(3) minute long distance call plus one(1) daily round trip transportation between the other Hotel and the Hotel during the time the guest is at the alternate hotel shall be at the Hotel's sole expense.</p>
GROUP RESPONSIBILITY	<p>The Group is responsible for ensuring that all attendees, vendors, or other individuals attending your event have all the necessary valid licenses, visas and permits. Hotel will not accept responsibility for violations thereof.</p>
BLACK-OUT DATES	<p>The hotel reserves the right to add additional blackout dates and will provide the Group with written notice at least 30 days prior to arrival date. All reservations made prior to new blackout dates will be honoured at the rates outlined herein.</p>
FORCE MAJEURE	<p>Neither Party shall be liable, responsible or deemed to be in default hereunder for any failure or delay in performing its obligations if such failure or delay is occasioned by an act beyond its control or responsibility including and not limited to natural disasters or the public enemy, insurrections, riots, fires, floods, war, threat of war, or military action in the region which could have a negative effect on the Hotel or the Client, governmental restriction on travel by Client, explosion, tornadoes, earthquakes, accidents, epidemics, acts of government, strikes, or any other cause beyond the reasonable control of either Party. Under no circumstances shall either Party be liable for incidental or consequential damage arising out of such failure or delay in performance of the Agreement terms and conditions. In the event that any aforementioned failure or delays on the part of either Party, may at its sole option forthwith terminate the Agreement without any obligation to either party.</p>
LIMITATION OF LIABILITY	<p>Each party shall indemnify, defend and hold harmless the other party from any and all third-party claims, actions, losses, damages, theft, costs and expenses, including reasonable attorneys' fees, up to and including death arising from its grossly negligent acts or omissions.</p> <p>Neither party shall be liable to the other for any incidental, consequential or any other indirect loss or damage, including lost profits, theft arising out of this Agreement or any obligation resulting therefrom, regardless of the form of action, whether in contract, tort (excluding gross negligence or wilful misconduct), strict liability or otherwise, or any damages in excess the value of the contract.</p>
CONFIDENTIALITY	<p>Each party acknowledges that unpublished information about the products, market plans, customer lists, policies and business and other information received from the other or about the other party is confidential. Each party agrees not to reveal such information to third parties, to use such information only to perform its respective obligations under this Agreement and to reveal to its employees only such information as is necessary for the performance of their duties. The provisions of this clause shall survive the termination of this Agreement.</p>
INTELLECTUAL PROPERTY	<p>You will not use any Intellectual Property of Tribe Hotel Limited</p> <p>(i) in any radio, television or internet marketing or advertising, and</p>

	<p>(ii) in a manner that, in Hotel's sole determination, is disparaging or that otherwise could reasonably be expected to have an adverse impact on the goodwill associated with the Licensed Content, diminish their value, or the corporate image, business or reputation of the Hotel.</p> <p>You agree that the Licensed Content is the sole and exclusive property the Hotel, or its affiliates. Further, you acknowledge that you will not acquire any interest in the Licensed Content or the goodwill associated with the Licensed Content by virtue of this Agreement or your use of the Licensed Content. Any work product generated in conjunction with the Licensed Content hereunder shall be deemed a "work for hire" owned exclusively by Hotel. In any event, you hereby assign any right you may have in such work product to Hotel. Except as reasonably necessary to fulfil its obligations under this Agreement, you will not use, copy, or distribute Licensed Marks and Licensed Content without Hotel's prior written approval in each instance. you shall not make any changes to the Licensed Content without Hotel's prior written approval (not to be unreasonably withheld). You shall immediately cease any use of Licensed Marks and Licensed Content in violation of this Section or upon the written request of Hotel. Any breach of this clause shall entitle Hotel to terminate this Agreement immediately without prejudice to any other rights or remedies that it may have against you. You will not use, copy, distribute or scrape any Licensed Content or intellectual property belonging to Hotel or any of its affiliates not expressly authorized by Hotel by written prior approval.</p>
WARRANTY	<p>The Group warrants and represents to The Hotel as an independent contractor and nothing in this Agreement shall render the Group an employee of The Hotel and the Group shall not hold itself out as such.</p> <p>The Group warrants not to accept any kind of compensation either in form of financial compensation, or gifts from tenants, external technicians, suppliers, sub-contractors or any other kind of compensation made by third parties with regard to the property.</p>
ARBITRATION	<p>All disputes, differences or questions that may arise regarding the implementation of this Agreement or the interpretation of the terms hereof, shall be referred to and determined by a sole arbitrator to be appointed by agreement between the Parties.</p> <p>In the event that the Parties cannot agree upon a single arbitrator, then the same shall be appointed by the Chairman of the Chartered Institute of Arbitrators (Kenya Chapter) and the Arbitration conducted in accordance with the provisions of the Arbitration Act (Act No. 4 of 1995)</p>
BREAKAGE/DAMAGE	<p>Any damages and/or breakage incurred or caused by the Group or the Groups' guests shall be charged at the discretion of the Hotel and added to the final bill of the event. The Agent will sign for any breakage or damage incurred or caused by the Agent or their guests in a document specifying the nature of the damage, quantity and cost. The Client shall pay the full amount without prejudice</p>
SMOKING	<p>Smoking is only allowed in designated areas. Anyone who smokes in an area that is not designated for smoking or in non-smoking rooms will attract a fine of \$500.</p>
GUEST BEHAVIOR	<p>All visitors, external contractors and guests of the hotel are requested to conduct themselves appropriately at all times and to comply with Company procedures and/or requests with regard to conduct and/or requests with regard to conduct and respect of property of the Hotel, its employees and guests and their health and safety. All visitors, external contractors and guests are requested not to disrupt the comfort and enjoyment of other guests, the smooth running of the Hotel or cause offence to other guests or our members of staff. The Hotel reserves the right to refuse accommodation or services or</p>

	remove you and members of your party from the Hotel if, in our reasonable opinion, we consider this provision to have been breached. Where this is the case, the hotel shall have no obligation to refund you for lost accommodation, other services or any other loss or expense incurred. You shall indemnify and hold the company harmless (together with its employees , agents and hotel owners) from any and all losses , costs (including reasonable legal expenses), claims, liability, damages or fines incurred or suffered by us arising out of or in connection with breach of the breakage/damage, smoking and this clause.
FINISHING TIMES	The function shall end at time agreed between the Hotel and you. Any extension to this time is subject to the sole discretion of the Hotel and may be subject to an additional charge.
ENGAGEMENT OF EXTERNAL CONTRACTORS	You must notify the Hotel at least twenty eight (28) days prior to the function start date of any third party contractors, suppliers or entertainment that shall require access to the function space in advance or on the date of the function. The Hotel reserves the right to charge additional fees for advance access to the Function facilities and to refuse access or to eject any persons whose behaviour it reasonably considers to be objectionable (including any person engaged by you to provide production, entertainment or perform any other duties at the function). Any such third parties must comply with the Hotel's health and safety and other policies(available on request) and maintain an appropriate level of public liability insurance and any other insurances normally maintained by a contractor, supplier or entertainer of that nature.
SIGNAGE + BRANDING	All signage and branding must fit the Hotel's brand guidelines. Use of the Hotel's logo is forbidden without the expressed permission of the Hotel. All Hotel brand guidelines must be adhered to, at all times.
PARKING	Where the Hotel has its own car park, there may be a charge and/or limited spaces available and space may not be guaranteed for the duration of the event. Please contact the Hotel directly for more information. Cars and their contents are left at the owners/customers own risk. We do not accept responsibility for loss or damage.
TERMINATION	<p>a) Termination for Convenience: Either Party shall be entitled to terminate this Agreement at any time by giving prior notice of thirty (30) days in writing to the other Party.</p> <p>b) Termination by The Company: The Hotel shall without prejudice to any other remedy for breach of Agreement be entitled to immediately terminate this Agreement in whole or in part in the event that the Group;</p> <ul style="list-style-type: none"> i. Fails to perform the obligation(s) under the Agreement and upon notification of not less than 30 days, fails to remedy the default. ii. Has engaged in corrupt or fraudulent practices in competing for or in executing the Agreement in the judgment of the Hotel. iii. Commits any misconduct, lacking in good faith, fraud, cheating, misappropriation and the like <p>NOTE: The cancellation policy is applicable to both a and b. All prior outstanding obligations to the Hotel must be fulfilled in full.</p>

RESERVATIONS/BOOKINGS	Telephone: +254 20 725 0000 Email: reservations@trademark-hotel.com meetings@tribehotelsgroup.com
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PAYMENT GUARANTEE

COST SUMMARY

ROOM OR MEETING TYPE	RATE PER ROOM PER GUEST	GUARANTEED NO. OF ROOMS/DELEGATES	TOTAL COST (\$ OR KES)
Full day meeting	KES 4,186	50	Kes. 209,300
TOTAL			Kes. 209,300

HOTEL PAYMENT DETAILS - TRADEMARK HOTEL

ACCOUNT NAME	TRIBE HOTEL LTD A/C NO 2
BANK	KENYA COMMERCIAL BANK
BRANCH	VILLAGE MARKET BRANCH
EUR ACCOUNT	1224320840
KES ACCOUNT	1224320042
USD ACCOUNT	1224320522
BANK SWIFT CODE	KCBLKENX

Please scan and send a copy of your deposit slip to the Hotel once payment has been made. Please include your company name and the date of your booking.

Deposit

DUE DATE	AMOUNT	BALANCE
24.08.2022	Kes. 104,650	Kes. 104,650
NB; All balances shall be cleared a week before the day of the event, 16 th September 2022		

ADDITIONAL TERMS AND CONDITIONS

A) The client shall not be entitled to assign or give the booking to any third party not utilizing the Hotel's facilities for any purpose than that stated without the Hotel's prior written consent which shall not be reasonably withheld.

B) Any indulgence shown to the client shall not constitute a waiver or novation of the Hotel's rights. All information obtained in any brochure, or catalogue (or which accompanies or forms part of any tender made by the Hotel) which shall include prices, is subject to change and the Hotel will not be bound to comply exactly therewith. The Hotel shall not be liable for any inaccuracies in any brochures or information supplied by it which the client fails to verify with the Hotel management. Where a price increase is necessary, the client will be notified within a reasonable period.

C) The Hotel shall have the right to cancel this agreement by written notice to the client in the event that the client is placed under provisional or final liquidation, judicial management or sequestration or commits any act of insolvency as defined in the insolvency Act or if Company's guests violate house rules.

D) Advice, recommendations or opinions by representatives of the Hotel are given and expressed in good faith and shall not constitute representations of any description, and shall not give rise to any claim against the Hotel or such representatives.

ACCEPTANCE

E) This agreement constitutes the whole agreement citandi et executandi for all purposes under this agreement at the trading/ residential address set out on the face of any agreement until the client notifies the Hotel in writing of the change of address.

F) This agreement constitutes the whole agreement between the parties and no warranties or representations, whether express or implied not stated herein shall be binding on the parties. No agreement at variance with the terms and conditions herein shall be binding on the parties unless reduced to writing and signed by or on behalf of the parties by duly authorized persons.

G) This agreement shall be governed by the laws of the Republic of Kenya and in the event of the Hotel having to institute legal proceedings against the client in terms of this agreement, then the client agrees to pay the Hotel all costs incurred in respect of such action on a scale as between attorney and own client, including collection commission.

H) A signed copy of this agreement must be received by 24.08.2022. In the event that the signed contract is not received within the stipulated time frame the Hotel reserves the right to release all guestrooms and event space being held for this event.

Hotel and GROUP have agreed to and have executed this Agreement by their authorized representatives as of the dates indicated below.

AUTHORIZED SIGNATURE

PLEASE DO NOT CANCEL OR AMEND THE ABOVE DETAILS WITHOUT CONSULTATING YOUR ACCOUNT MANAGER

COMPANY: Italian Agency for Development Cooperation	
NAME: Mr. Giovanni Grandi	
DATE:	22.08.2022
SIGNATURE:	
COMPANY STAMP:	
HOTEL: Trademark	
NAME : Esther Wangari	
DATE: 19.08.2022	
SIGNATURE: EW	
TITLE: Sales Coordinator	