



BAB AL SHAMS
DESERT RESORT & SPA

Agreement

**Bab Al Shams Desert Resort & Spa
Al Qudra, PO Box 8168
Dubai, United Arab Emirates**

And

Consulate General of Italy

Reference Number : ITA220120
Name of Event : Consulate General of Italy
Hotel Name : Bab Al Shams Desert Resort & Spa
Date of Event : 22 January 2020 to 23 January 2020
Account Name : Consulate General of Italy
Contact : Ms. Rima El Choueiri
Address : P.O.Box 9250
Dubai World Trade Centre
Sheikh Rashid Tower 17th Floor
Dubai, AE
UNITED ARAB EMIRATES
Phone : +9714 3314167
Fax : +97143317469
Email : Dubai.cgoffice@esteri.it
Account Manager : Shefali Kanojia
Release Date : **Wednesday, 15 January 2020.**

Managed by:

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EVENT DETAILS

FUNCTION SPACE REQUIREMENTS

We understand your space requirements and program to be as follows:

Date	Start Time	End Time	Function	Room	Setup	Agr	Room Rental
22/01/2020	8:30 PM	12:00 AM	Dinner - Family Style	Sunset Point	Majlis	36	300.00pp
22/01/2020	8:30 PM	11:30 PM	3hrs beverage package B	Sunset Point	Majlis	36	250.00pp

SUNSET POINT



PRIVATE DINNER SET UP

Pathway leading to the location from the Resort lawn will be set with:

- Arabic carpets
- Beachcomber torches & Arabic lanterns
- Arabic Majlis seating
- Venue Rental on complimentary basis
- Family style menu at **AED 300.00per person food only**
- Beverage package B for 3 hours at **AED 250.00per person**

ALTERATION IN ROOM SET UP

Should there be any change in set up of room layout on the day of the event, we are happy to assist in so far as reasonably possible. Please discuss the specific costs involved with this with your Hotel contact.

INTERNET ACCSS

The standard broadband high speed internet access is complimentary through the hotel.

ATTENDEES

The Hotel must be notified of any alteration to the anticipated number of persons attending the function at least 3 working days prior to the start of the event.

The client agrees to pay one of the following charges, which is greater:

- The minimum number guaranteed as stipulated in the signed contract
- The exact number of people confirmed at the event in accordance with the above
- The actual and counted number of participants at the event

VENUE ALLOCATION

Function venues may be altered by the Hotel if expected attendance drops or other circumstances change. In such an event, the Hotel will provide suitable alternative arrangements to meet the requirements of the group.

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DEPOSIT SCHEDULE

Your company has credit facilities with Meydan Hotels & Hospitality. To confirm your booking, the Hotel requires a Local Purchase Order (LPO) together with the signed contract by the release date **Wednesday, 15 January 2020.**

If the signed contract is not received by this date the hotel reserves the right to release all function space held.

Prior to your event, you will be given an up to date pro forma invoice with the estimated total charges. Further prepayment may be required for this event in accordance with the approved credit limit and the client's current outstanding payments (if any).

All charges pertaining to the event will be sent to your office for settlement and must be paid within 30 days of the date of the final invoice.

DEPARTMENT OF TOURISM AND COMMERCE MARKETING (DTCM) REQUIREMENTS

DTCM requires that the organizer submits a color copy of their passport or Emirates ID for all events held in Dubai based hotels. This can be given in person or emailed to the Hotel. If you have any questions on this policy, please contact your Hotel contact.

CANCELLATION POLICY

In the event of a cancellation, the Hotel must be notified in writing and it may be necessary to charge a cancellation fee. However, we will attempt to re let the venue. The amount of any cancellation will be calculated on a percentage basis of the estimated total revenue based on provisional numbers as noted in this contract.

In case of Force Majeure the Hotel or the client shall have the right to terminate this Agreement immediately for security purposes, order of the Government, or Force Majeure. In the event of any of the above mentioned events, the Hotel will refund the full amount of the deposit received minus any costs incurred.

Other commitments entered into by Hotel with third parties on behalf of the undersigned, will be charged at the Hotel's full quoted costs should notification of cancellation not be received within time required by the third party as being adequate.

- 10 % cancellation fee will apply if cancelled after signing of this agreement on or between 30 to 21 days before the arrival of the group
- 70 % cancellation fee will apply if cancelled on or between 20 to 9 days before the arrival of the group
- 100 % cancellation fee will apply if cancelled on or between 8 days before the arrival of the group before the arrival

CAR PARKING

Valet attendants will be on duty to direct your guests to the parking areas, should you require dedicated valet parkers, a charge of AED 30 per valet attendant per hour will apply.

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NO SMOKING AREAS

Dubai Municipality as a part of its initiative to protect and enhance public health has decided to regulate smoking within hotels. We appreciate your cooperation by refraining to smoke in meeting rooms and event facilities at Bab Al Shams Desert Resort and Spa. Smoking is permitted on the outside terraces.

PUBLIC RELATIONS ACTIVITIES

Advertising, printing, photo shoots, film shoots, all activities related to PR for your event are to be coordinated with The Bab Al Shams/ The Meydan Hotel Marketing & Communications Department. Failure to get prior approval will result in no onsite photography or film shoots.

SECURITY

The Hotel recommends security coverage for meeting space containing valuable equipment that is on overnight hold. Security can be provided by the Hotel and charges are AED 50 per officer per hour.

COMMENCEMENT AND VACATING OF VENUES

The event timing agreed on in this contract, is the client's commitment to start the function and vacate the designated space at the stated times. Should the event require a timing adjustment, every effort will be made to accommodate all changes. However, in the event a function should go beyond the agreed finishing time without prior notice, the Hotel reserves the right to impose a labour charge as well as an adjusted event space charge to reflect the additional time utilized.

CONTENT OF EVENT

The event shall be conducted in all respects in an orderly and lawful manner. If The Hotel believes that the event or any part of it contravenes this clause or will affect the smooth running of its business, security or reputation, the hotel may terminate the event immediately. The Hotel shall be under no liability to the client for any costs, damages or expenses whatsoever arising from such termination. The organizer must comply with all local by-laws and ordinances.

EXTERNAL CONTRACTORS

The Hotel has recommended and certified suppliers, this list can be obtained upon request. Should you wish to employ the services of a contractor currently not certified, they must adhere to the hotel standards regarding production, construction and site management. They will be required to meet with a hotel representative and sign the terms and conditions document at least 24 hours prior to commencing work.

DELIVERY AND COLLECTION OF GOODS

The Hotel does not have the facilities to store merchandise prior to or after your event. The Hotel will only accept delivery of goods two working days prior to your event, and all goods must be collected within two working days following the conclusion of your event, otherwise a storage fee will be incurred. The Hotel accepts no responsibility for any items delivered or left for collection.

All deliveries must be advised to the Hotel contact prior to delivery and marked with the name, date and venue of the function. Delivery will only be accepted in the loading dock areas. Goods left at the Hotel after an event will be deemed to be abandoned unless prior arrangements have been made.

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MUNICIPALITY FEES AND SERVICE CHARGE

Prices are quoted in UAE dirhams and inclusive of 7% Municipality fees, 10% service charge and 5% VAT.

Please be advised that the above mentioned rates and services are being held on a tentative basis for you. Kindly sign and return this contract by signing date. Should you be unable to confirm in writing by this date, the space and rates will be released automatically and shall become subject to availability and rate at the time of reverting back to us.

Should you require further information, please do not hesitate to contact me and I will be delighted to assist you. We look forward to welcoming you and your guests.

Kind regards,

Shefali Kanojia
Conference & Events Executive
Bab Al Shams Desert Resort and Spa
Tel: +971 4 809 6136
Fax: +971 4 832 6698
Email: shefali.kanojia@meydanhotels.com



For Consulate General of Italy in Dubai

Date:

Company stamp:

The Consul General of Italy
Valentina Satta

Ziad Sleiman
Executive Asst. Manager – Operations

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BAB AL SHAMS
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This Contract is subject to the following Terms and Conditions:

- 1. Definitions**
 - 1.1. "Client" means the company or business described as such in the Contract.
 - 1.2. "Contract" means the Contract and these Terms and Conditions and any documentation made part hereof by written agreement of the Hotel and Client.
 - 1.3. "Event" means conference, banquet, catering, accommodations and any other services or activities described in or pursuant to this Contract.
 - 1.4. "Force Majeure" means any event occurring after the signature of this Contract by the defaulting Party which the Party could not have reasonably prevented or foreseen. Such event may include Act of God, war, insurrection, riot, civil commotion, tide, storm, tidal wave, flood, lightning, explosion, fire, earthquake but not any strike or work cessation by its staff.
 - 1.5. "Hotel" means the company or business described as such in the Contract.
 - 1.6. "Parties" means the Hotel and the Client together and "Party" means one of them.
 - 1.7. The headings to the clauses of this Contract are provided for reference only and shall not affect their construction or interpretation.
- 2. Acceptance**

This Contract shall be deemed to be accepted by and shall be binding on Client upon signature hereof by Client or upon Hotel's receipt of Client's deposit within the designated time period.
- 3. Delivery, Storage of Goods and Event Responsibilities**
 - 3.1 The Client must submit floor plans of intended Event layouts a minimum of 5 days in advance of proposed setup date for written approval by the Hotel's Technical Services Representative.
 - 3.2 The Hotel must be notified in advance of all deliveries to the Hotel for the Event. Any deliveries must be clearly marked with the Event name and Client is responsible for all loading and unloading. Goods left at the Hotel without prior arrangements will be deemed abandoned and disposed of without further notice.
 - 3.3 The Client is responsible for any imported items including but not limited to customs clearance, delivery to Hotel and insurance.
 - 3.4 No items can be nailed, screwed, stapled or adhered to any wall, door or other surface or part of the Hotel.
 - 3.5 Any signage for the Event to be displayed in the Hotel's public areas must be agreed beforehand and must be kept to a minimum.
 - 3.6 The Client must obtain all required permits and/or licenses for the Event prior to the Event and submit copies to the Hotel. Any fines imposed on the Hotel for non-compliance to any required licenses or permits shall be borne by the Client.
 - 3.7 The Hotel does not accept any liability for damage or loss of materials left at the Hotel prior to, during, or after the Event.
 - 3.8 Contractors and sub contractors appointed by the Client must at all times abide by the Hotel's rules and regulations and any instructions given by the Hotel.
 - 3.9 If the Client fails to remedy any damage incurred under Clause 3.8, the Hotel may procure the services of others to do so and the Client shall bear all costs incurred as a result thereof.
 - 3.10 The Client shall ensure that its guests accept these Terms and Conditions and the Client shall fully and effectively indemnify the Hotel from and against all and any actions, costs, claims, losses, damages, demands or expenses arising directly or indirectly out of, or in connection with this Contract.
- 4. Fire, Life, Safety and Security Standards**
 - 4.1 The Client and its contractors and subcontractors are bound by all relevant Fire, Life, Safety and Security Regulations, which are available on request.
- 5. Rates and Rooms**
 - 5.1 Every endeavour is made to maintain prices as printed however prices may be subject to increase at the Hotel's discretion.
 - 5.2 The Hotel reserves the right to substitute similar rooms if the rooms booked are unavailable due to causes beyond the control of the Hotel or if the Attendees attending the Event decrease by 10% or more.
 - 5.3 All amounts are payable in United Arab Emirates Dirhams unless otherwise agreed by the Hotel.
 - 5.4 Any vouchers presented by the Client to its guests must clearly state the services to be provided by the Hotel and for which the Client is liable for payment. All other charges become the responsibility of the Hotel guests and must be settled upon departure.
- 6. Termination**
 - 6.1 The Hotel reserves the right to terminate this Contract at any time, without prejudice to any other right it may have, in the event that the Client fails to comply with any terms of this Contract.
 - 6.2 The Hotel shall have the right to terminate this Contract immediately for security purposes, order of the Government, or Force Majeure. In the event of any of the above mentioned events, the Hotel will refund the full amount of the deposit received minus any costs incurred.
 - 6.3 The Hotel reserves the right to cancel any event, which may damage the Hotel's reputation, business or security.
- 7. Indemnity**
 - 7.1 The Client shall protect, hold harmless and indemnify the Hotel from and against any and all claims, demands, losses, costs, damages, liens, suits, judgments, penalties, expenses and liabilities (including, but not limited to the payment of royalties of every kind) arising (a) directly or indirectly out of, and / or rising by reason of (b) the breach of any provision of these conditions; (c) any infringement or alleged infringement of any intellectual property rights relating to the services (d) injury to, death of any persons caused or contributed to by negligence or breach of this Contract or other legal duty of the Client or, except due to the gross negligence of the Hotel, loss or damage to property and (e) all consequential or indirect losses (whether foreseeable or not) incurred by the Client irrespective of the negligence of the Hotel.
- 8. Independent Contractor**
 - 8.1 The Client shall at all times act as an independent contractor (with no authority to make any statements / take any actions that may be binding on the Hotel) and shall not subcontract, transfer or assign all or any of his obligations under this Contract.
 - 8.2 The Client hereby warrants and represents that it is duly authorized and empowered to enter into this Contract and that upon signature hereof this Contract is binding, valid and enforceable.
- 9. Waiver**
 - 9.1 No failure(s) on the part of the Hotel to enforce, from time to time, all or any portion of these Terms and Conditions shall be interpreted as a waiver of any such term or condition unless such waiver is given by the Hotel in writing.
- 10. Publicity**
 - 10.1 Client shall not use Hotel's name or logos in any promotional materials or make any press releases in connection with this Contract and/or the Event without Hotel's prior written approval.
 - 10.2 Client grants the Hotel unrestricted and irrevocable rights to use any photographs resulting from the contract.
- 11. Entire Contract**
 - 11.1 This Contract represents the entire agreement between Hotel and Client concerning the Event, and supersedes all prior written or oral agreements concerning the Event. In the event that Client has added any additional terms or conditions to this Contract or Client has supplied its own order form or delivery documentation with different or additional terms and conditions, these Terms and Conditions shall supersede and shall prevail over any such additional terms and conditions and the Hotel shall not be bound to any different or additional terms and conditions unless specifically agreed to in writing by the Hotel. Any expiry, cancellation or termination of this Contract shall be without prejudice to the continued operation of any Terms and Conditions which contemplate post expiry, cancellation and/or termination operation or to any rights which may have accrued to the relevant party prior to any such expiry, cancellation and/or termination.
- 12. Governing Law and Jurisdiction**
 - 12.1 This Contract shall be construed and interpreted in accordance with the laws and regulations of and applicable in the Emirate of Dubai, United Arab Emirates.
 - 12.2 The Parties acknowledge that in order to minimize any dispute or difference that they will attempt to resolve that dispute or difference through a meeting of senior management of each Party prior to taking any further action in order to resolve the dispute.
The Courts of Dubai shall have exclusive jurisdiction to settle any dispute out of or in connection with this Contract and accordingly the Client and Hotel submit to the Courts of Dubai.

***End of Terms and Conditions ***

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