

AI MAMOURA AUDITORIUM EVENT TERMS AND CONDITIONS

These Terms and Conditions relate to booking arrangements of the Auditorium, being the area detailed in Schedule 1, (**Auditorium**) at the Al Mamoura Building, 4th Street, Abu Dhabi, United Arab Emirates (**Building**) between the client detailed in the Event Contract attached (**You or Your**) and the Al Mamoura Property Management team on behalf of the Building owners (**Management**). All arrangements relating to your booking will remain subject exclusively to these Terms and Conditions.

THE BOOKING PROCESS

All booking enquiries must be made direct to Management. If Management believes they can meet your requirements, then an Event Contract will be issued to you. However, your booking is not binding on Management at this stage. You must return the signed Event Contract within 7 days of issue, or, if the event is to be held within those 7 days, within a maximum of 48 hours of the Event Contract being issued to you. If Management does not receive the Event Contract within the required time, it may cancel your booking enquiry and re-book the Auditorium without notice. If your Event Contract has been completed correctly and delivered on time, then, on Management signing the Event Contract, you are bound by these Terms and Conditions, including the Event Contract (**Booking**). Your Booking of the Auditorium is not transferable, in part or in whole, to any other person or corporation.

DEPOSITS

You must pay to Management a non-refundable deposit of 10% of the total booking value within 7 days of returning the Event Contract. Failure to comply may result in the cancellation of your Booking.

FULL PAYMENT

The remaining balance of the total booking value must be paid within 14 days prior to the event. Failure to comply may result in Management denying you access to the Auditorium or the cancellation of your Booking. Notwithstanding Management cancelling your Booking, the total booking value will remain payable.

VARIATIONS

If you require any variations to any aspect of your Booking, you must first contact Management as soon as possible who will try and accommodate your requested variations. Variations can only be made with the written consent of Management.

DELEGATE NUMBERS / CANCELLATION

Final delegate numbers for your Booking must be provided to Management at least 7 days prior to the event to ensure all necessary arrangements, including catering (if ordered in your booking), can be correctly planned. All variations to delegate numbers must be notified to Management in writing. For any reduction in delegate numbers, you will be charged a percentage, determined in accordance with the schedule below, of the difference in the total booking value of the original Booking and the revised Booking. However, Management may allow a one-off reduction of up to 5% of the delegate numbers, without charge, provided that you notify Management in writing of the reduction at least 14 days prior to your event. For any additional delegates, you will be charged at the same rate per additional delegate as per the original Booking. For cancellations of the entire Booking, you will be charged a percentage, determined in accordance with the schedule below, of the total booking value. In the event of a variation to the delegate numbers or cancellation of the Booking, you are required to make payment of the additional charges within 14 days of Management issuing you with an invoice.

Schedule of percentages applicable to variations and cancellations:

Where:

- 3 months and less than 6 months notice is given – 30%

- 1 month and less than 3 months notice is given – 50%
- 1 week and less than 1 months notice is given – 75%
- less than 1 weeks notice is given – 100%

Please make a careful note of this schedule. All cancellation charges will be based on the numbers and facilities detailed on the Event Contract.

ANCILLIARY CHARGES

In certain circumstances, it may be necessary to add additional charges for items necessary to service your event, such as extra cleaning or staff overtime. You will be charged these costs directly but only after consultation with Management.

OVER-TIME CHARGES

If you fail to return possession of the Auditorium to Management within the required time, you must pay such extra charges and penalties as is determined by Management in its absolute discretion. This is without prejudice to the rights of Management to take any other action against you as is reasonably necessary.

DAMAGE CHARGES

You are liable for any damage caused to the Auditorium, related property or injury to persons, which occurs during, or arises from, the event. Where damage is caused, Management will endeavour to document the damage and obtain a quote for repair from a contractor selected at the discretion of Management. You will be sent details of the damage, a copy of any quote for repair and an invoice detailing the costs of repair. You are required to make payment within 14 days of the date of the invoice.

EXTERNAL EQUIPMENT

You must not bring your own equipment in to the Building for use in the Auditorium unless Management’s prior written approval has been obtained. All equipment is stored and used at your own risk. Management accepts no responsibility for any equipment whatsoever, whether belonging to Management, you or a third party, including, but not limited to, equipment:

- used by you at any time, including after the event; or
- which is lost, damaged, stolen or left in the Auditorium or the Building.

Any equipment not removed from the Auditorium or Building within 24 hours after the end of the event may incur additional storage costs and may be disposed of by Management unless prior arrangements have been made.

HEALTH AND SAFETY

You must ensure that all aspects of the event comply with the Building’s Health & Safety policy. A copy of this policy can be provided upon request. For certain events, such as exhibitions or activities deemed by Management to carry a level of

risk to your delegates, you may be required to conduct a risk assessment relating to your Booking to ensure that necessary

health and safety measures are in place. This may, without limitation, include a requirement to obtain electrical safety certificates for any

electrical equipment that you are allowed to bring on to the Building. During the event, you must ensure that the usual emergency procedures relating to fire or bomb alert are properly followed. You must bring these emergency procedures to the attention of the delegates attending the event. A copy of these procedures will be made available by Management. If you require any further information or advice regarding health and safety matters, please contact Management.

OVER-CROWDING

Management reserves the right to refuse entry or suspend or cancel the event if you breach the maximum seating capacity of, or allow over-crowding to occur in, the Auditorium.

SMOKING AND OTHER NUISANCE

You must not, and you must ensure that your delegates do not, spit, smoke, commit a nuisance of any kind or undertake any activity which makes any area of the Auditorium or the Building dirty in any way. You must not play music or install loudspeakers of any kind at the entrance or outside the Auditorium. Under no circumstances will candles, incense sticks or other inflammable materials be allowed in the Auditorium, even if it is a part of an event.

OBSERVANCE OF THE LAW

You will be solely responsible for:

- (i) the proper use of, and, any resultant damage to, the Auditorium, and all other furniture, fixture and fittings at the Building; and
- (ii) complying with all Building rules, policies, guidelines and regulations and all applicable laws, rules and regulations.

For a full copy of the Building rules, policies, guidelines and regulations please contact Management for a copy.

LICENCE AND CONSENTS

You are responsible to ensure that, where required, any third party licences or consents are obtained to perform the event. You must provide an accurate description of the nature of the event you intend to hold within the Event Contract. At the time of making your Booking, you must inform Management if the content of the event maybe offensive, non-complying with the relevant laws of the United Arab Emirates or of any potentially controversial activities/events which may take place during the event and which could have an impact on the reputation of Management or the Building owners. You must not change the nature of the event without first obtaining Management's approval, which maybe granted or withheld in Management's absolute discretion. Management reserves the right to cancel your Booking, without compensation, if it subsequently finds that the contents of your event contravene Management's policy.

COPYRIGHT

You warrant that the performance of the event will not infringe the copyright of any individual or institution or of any copyright law. If your event infringes the copyright of any individual or institution or of any copyright law you will be

responsible for all consequences, legal or otherwise, which may follow and agree to indemnify and hold harmless Management and the Building owners from such consequences.

FOOD AND BEVERAGES

No food or drink of any kind is allowed inside the Auditorium. If your event requires catering, then the caterers will be chosen by Management in its absolute discretion unless you have Management's prior written approval to use external caterers is obtained.

CAR PARK

Car parking can be arranged for your delegates through prior arrangements with Management.

SECURITY

Management will provide overall security for the Building, including the Auditorium. However, if you require any additional security requirements, then you must co-ordinate such requirements direct with Management. All persons entering the Auditorium may be subjected to security checks, including body search and hand bags.

LIMITATIONS

The permission to use the Auditorium is strictly limited to the Auditorium, and does not include access or right of use over any other part of the Building.

AUTHORITY TO ENTER AUDITORIUM

The Management and staff associated with the Auditorium may enter into any part of the Auditorium at anytime including during the time of your use of the Auditorium.

INSURANCE

You must take out insurance cover for all types of risks, including personal and third party property.

INDEMNITY

You hold the event at the Auditorium at your own risk. You agree to indemnify Management and the Building owners, and keep them indemnified, against any legal proceedings or cost, charges, expenses and damages that they may suffer or incur or which may arise from any non-settlement of payments, any injury or accident caused to property used by you or by your agents, representatives, contractors or employees and any liability whatsoever including that of any injury or harm to the visiting public arising out of the event held at the Auditorium. Neither you or your agents, representatives, contractors or employees will have any claim against Management or the Building owners for damages, either for personal injury or damage to any of your property, arising from negligence or default of any person or from any other cause or for any loss, sustained as a result of temporary non-availability of any of the services in the Auditorium.

FORCE MAJEURE

Management may cancel your Booking, and does not accept liability for a failure to provide any part of your Booking, where

You are unable to perform all or any part of your event as a result of circumstances beyond its reasonable control. Examples of events beyond reasonable control would include industrial action, flood and other acts of natural catastrophes.

INFORMATION

These Terms and Conditions relate to the booking of your event and no other terms and conditions will apply. Any temporary non-enforcement of any terms does not constitute a binding waiver by either party. The decision of Management as regards to the interpretation of these Terms and Conditions will be final and binding on you. You must notify your agents, representative, contractors and employees of these Terms and Conditions. You agree that no right, title or interest is intended to be created, or deemed to have been created, in respect of the Auditorium and the payment of any charges is strictly in respect of your use of the Auditorium for a specified period. Further, you must not attempt to let, sublet or assign, in whole or in part, the Auditorium area to any person. These Terms and Conditions are governed and construed in accordance with the federal laws, rules and regulations of the United Arab Emirates and the laws, rules and regulations of the Emirate of Abu Dhabi as applied in the Emirate of Abu Dhabi.

FEEDBACK / COMPLAINTS

The Management welcomes feedback in respect of services provided to you. A copy of the complaints procedure is available on request.

SCHEDULE 1

PLAN OF THE AUDITORIUM

Contract No. ALM/AU/0408001

Printed: 05-08-08

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