

Preferred Supplier Agreement

AIEA

Terms of this agreement:

Client: Alliance of Independent Event Agencies (**AIEA**) a non-profit organisation representing independent and privately owned event agencies working in the Meetings, Conference and Events Sector.

Supplier: Leonardo Hotel Management (UK) Limited* (LHM), a company incorporated in the United Kingdom (registered number: 03447849) whose registered office is at (245 Broad Street, Birmingham, B1 2HQ)

The Portfolio: The venues, business units and/or specific locations indicated in Appendix A, included within this agreement and who will be incorporated into the calculation of any base and incentive commission for the terms specified.

Term: 1st January 2024 to 31st December 2024

Service Level Commitments

1. To provide an Account Manager who will be empowered to make decisions on behalf of LHM as necessary to manage the **AIEA** business effectively.
2. **AIEA** and LHM will meet on a quarterly basis to conduct business reviews. The Account Manager will submit management information detailing engagement with **AIEA** for the period covered by the agreement at least one week before the meeting.
3. **AIEA** will provide LHM with management information and performance update within 5 working days of request. Ad hoc geographical production reports will be available upon request; all reports to break down the Transient and Conference MI.
4. **Enquiry response times:**
 - a. National (being within the same country – e.g. UK to UK) within 4 hours when received during the working hours of 9am – 530pm.
 - b. Global (being outside of the territory e.g. UK to North America) within 24 hours.
5. **Options & Bookings:**
 - a. **AIEA** will be offered the best option possible at the time of enquiry, which – if available, will be given on a provisional first option basis.
 - b. LHM guarantees that the best rates will be offered to **AIEA** at the time of enquiry.
 - c. Provisional bookings will be released if an option date has expired or a discussion has taken place with **AIEA**, whereby a confirmation cannot be granted or an extension cannot be agreed.

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Partnership Commitments

- The group will be happy to support **AIEA** with any client event based on an agreed ROI discussion taking place.
- Increase awareness of the group product knowledge and services to management teams and staff within **AIEA**
- Assist the group with the opportunity to maximise revenue through account management accessibility
- Four Educational presentations and two conversion support days, which will take place at AIEA offices
- Minimum of one relevant familiarisation trip organised by both parties within the year
- In the event of properties joining or exiting the group portfolio of applicable hotels as set out in Appendix A during the period of the agreement, the group will adjust the **AIEA** base lines to reflect the addition or removal of the properties from the portfolio.

Financial Reward

In return for the above the group is committed to the following commission payment structure for the period from 1st January 2024 to 31st December 2024 inclusive:

Base Commission

- a. Conference and Groups Commission will be paid to AIEA at the rate of 12.5% gross revenue plus VAT at the prevailing rate. On all business placed by AIEA, into the portfolio outlined in Appendix A.
*Groups booking is classed as 10 bedrooms or more.
 - b. Accommodation Commission will be paid to AIEA member agencies at the rate of 8% upon the total gross revenue (transient accommodation*) plus VAT at the prevailing rate. On all business placed by all AIEA member agencies into the portfolio outlined in Appendix A
- a. **AIEA** will submit copy invoices or commission statement to LHM on request.

Additional Incentives:

- The group will work with **AIEA** account managers to co-host relevant and strategic, client specific familiarisation trips during the course of the year.

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Copyright

AIEA & LHM are granting permission for each party to utilise all images, text, logos, fonts and other such collateral (including websites) from their marketing material to use within their own respective promotional, marketing and client proposals.

Contact Signatories

This agreement is signed by Leonardo Hotel Management (UK) Limited* (LHM) a company incorporated in the United Kingdom (registered number: 03447849 whose registered office is at (245 Broad Street, Birmingham, B1 2HQ). Both LHM and AIEA confirm that they have full authority to enter into this agreement.

Signed on behalf of AIEA

Name SAM HETHERINGTON
Signature SUPPLIER LIAISON AIEA
Title [Signature]
Date 18/1/24

Signed on behalf of Leonardo Hotel Management (UK) Limited*

Name Jamie Taylor
Signature *Jamie Taylor*
Title Account Development Director – Meetings, Events & Groups
Date 08th January 2024

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Appendix A

This agreement includes business placed into all Leonardo Hotel Management (UK) Limited for UK and Ireland:

1. Leonardo Hotel Belfast
2. Leonardo Hotel Cork
3. Leonardo Hotel Dublin Christchurch
4. Leonardo Hotel Dublin Parnell Street
5. NYX Hotel Dublin
6. Leonardo Hotel Galway
7. Leonardo Hotel Aberdeen

8. Leonardo Hotel and Conference Venue Aberdeen Airport

9. Leonardo Hotel and Conference Venue Hinckley Island
10. Leonardo Hotel Bradford
11. Leonardo Hotel Brighton
12. Leonardo Hotel Bristol City
13. Leonardo Hotel Cardiff
14. Leonardo Hotel Cheltenham
15. Leonardo Hotel Chester
16. Leonardo Hotel Derby
17. Leonardo Hotel East Midland Airport
18. Leonardo Hotel Edinburgh City
19. Leonardo Hotel Edinburgh Murrayfield
20. Leonardo Hotel Exeter
21. Leonardo Hotel Glasgow
22. Leonardo Boutique Huntingtower Hotel Perth
23. Leonardo Hotel Inverness
24. Leonardo Hotel Leeds
25. Leonardo Hotel Liverpool
26. Leonardo Hotel London Croydon
27. Leonardo Hotel London Heathrow Airport
28. Leonardo Hotel London Watford
29. Leonardo Hotel Manchester Central
30. Leonardo Hotel Manchester Piccadilly
31. Leonardo Hotel Middlesbrough
32. Leonardo Hotel Milton Keynes
33. Leonardo Hotel Newcastle
34. Leonardo Hotel Newcastle Quayside
35. Leonardo Hotel Nottingham
36. Leonardo Hotel Plymouth
37. Leonardo Hotel Sheffield

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38. Leonardo Hotel Southampton
39. Leonardo Hotel Swindon
40. Leonardo Inn Glasgow West End
41. Leonardo Inn Hotel Aberdeen Airport
42. Leonardo Royal Hotel Birmingham
43. Leonardo Royal Hotel Brighton Waterfront
44. Leonardo Royal Hotel Edinburgh
45. Leonardo Royal Hotel Edinburgh Haymarket
46. Leonardo Royal Hotel Southampton Grand Harbour
47. Leonardo Royal Hotel London City
48. Leonardo Royal Hotel London St Pauls
49. Leonardo Royal Hotel London Tower Bridge
50. Leonardo Royal Hotel Oxford
51. NYX Hotel London Holborn
52. The Midland Hotel Manchester a Leonardo Royal Hotel
53. Dilly Hotel, London
54. The Grand Hotel Brighton

Invoicing

When invoicing Leonardo Hotel Management (UK) Limited please use the following Company details for the relevant property:

Fattal Leonardo Operation (Ireland) Limited

c/o Shared Service Centre
245 Broad Street
Birmingham B1 2HQ
VAT number IE3525429AH
Company number 614405

Leonardo Hotel Belfast
Leonardo Hotel Galway
Leonardo Hotel Dublin Christchurch
Leonardo Hotel Cork
Leonardo Hotel Dublin Parnell Street
NYX Hotel Dublin

Leonardo Hotel Management (UK) Limited

c/o Shared Service Centre
245 Broad Street
Birmingham B1 2HQ
VAT number 287154183
Company number 03447849

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Leonardo Hotel Aberdeen
Leonardo Hotel and Conference Venue Aberdeen Airport
Leonardo Hotel and Conference Venue Hinckley Island
Leonardo Hotel Bradford
Leonardo Hotel Brighton
Leonardo Hotel Bristol City
Leonardo Hotel Cardiff
Leonardo Hotel Cheltenham
Leonardo Hotel Chester
Leonardo Hotel Derby
Leonardo Hotel East Midland Airport
Leonardo Hotel Edinburgh City
Leonardo Hotel Edinburgh Murrayfield
Leonardo Hotel Exeter
Leonardo Hotel Glasgow
Leonardo Boutique Huntingtower Hotel Perth
Leonardo Hotel Inverness
Leonardo Hotel Leeds
Leonardo Hotel Liverpool
Leonardo Hotel London Croydon
Leonardo Hotel London Heathrow Airport
Leonardo Hotel London Watford
Leonardo Hotel Manchester Central
Leonardo Hotel Manchester Piccadilly
Leonardo Hotel Middlesbrough
Leonardo Hotel Milton Keynes
Leonardo Hotel Newcastle
Leonardo Hotel Newcastle Quayside
Leonardo Hotel Nottingham
Leonardo Hotel Plymouth
Leonardo Hotel Sheffield
Leonardo Hotel Southampton
Leonardo Hotel Swindon
Leonardo Inn Glasgow West End
Leonardo Royal Hotel Birmingham
Leonardo Royal Hotel Brighton Waterfront
Leonardo Royal Hotel Edinburgh
Leonardo Royal Hotel Edinburgh Haymarket
Leonardo Royal Hotel Southampton Grand Harbour

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Leonardo Royal Hotel London City
Leonardo Royal Hotel London St Pauls
Leonardo Royal Hotel London Tower Bridge
Leonardo Royal Hotel Oxford
NYX Hotel London Holborn
The Midland Hotel Manchester a Leonardo Royal Hotel
The Dilly Hotel, London

Speedbird Developments Limited

c/o Shared Service Centre
245 Broad Street
Birmingham B1 2HQ
VAT number 788909843
Company number SC110805

Leonardo Inn Hotel Aberdeen Airport

TERMS AND CONDITIONS PREFERRED AGREEMENT CONTRACT

1. **AIEA** acknowledges that **Leonardo Hotel Management (UK) Limited*** of 245 Broad Street, Birmingham, B1 2HQ is the sole owner of the name "Leonardo Hotel & Leonardo Hotels". **AIEA** shall use its best endeavours to assist Leonardo Hotel & Leonardo Hotels in protecting its rights in such name and shall not do or omit to do or cause or permit anything to be done which may endanger such rights.

2. **AIEA** shall keep confidential the existence of this agreement and all information coming to its knowledge relating to Leonardo Hotels s' business and shall not divulge the contents of this agreement or any of such information to a third party without Leonardo Hotels s' prior written approval.

3. Leonardo Hotels s may terminate this agreement forthwith by written notice if agent

(a) Commits any material breach of its obligations hereunder and fails to remedy the same within 30 days after receipt of written notice requiring it to do so; or

(b) Becomes insolvent or ceases to trade or has a winding up order made against it or has a receiver, administrative receiver or manager appointed over all or any part of its assets.

(c) Commits any act which does, will or may bring Leonardo Hotels s into disrepute.

Any such termination shall be without prejudice to the accrued rights and obligations of the parties.

4. Neither party shall assign or otherwise transfer its rights and obligations under this agreement provided that Leonardo Hotels s may assign such rights and obligations to any of its subsidiaries.

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5. Any notices to be served under this agreement shall be sent by first class registered pre-paid post addressed to the other party at the address given in this agreement or such other address as either party may nominate in writing to the other from time to time and shall be deemed to be duly served two working days after posting.

6. This agreement contains the entire agreement between the parties relating to the subject matter hereof. Any variations to this agreement shall only be valid if in writing and signed by a duly authorised representative of each of the parties.

7. Waiver by either party of a breach of this agreement shall not imply waiver of any later breach.

8. This agreement shall not constitute a partnership between the parties.

9. This agreement shall be governed by the laws of England and Wales.

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TERMS AND CONDITIONS PREFERRED AGREEMENT CONTRACT

1. Commission

Any commission that is payable by Leonardo Hotels to an agent under this agreement shall be to the terms and conditions of Leonardo Hotels Agency Booking Commission Claims as agreed in advance in writing by Leonardo Hotels with the Agent.

- a) Only agents pre-approved in writing by Leonardo Hotels through Leonardo Hotels Sales & Marketing shall be entitled to claim commission on rooms/events booked by such agents.
- b) The onus is on the agent representative when making any reservation for conference and or accommodation bookings to notify the Leonardo Hotels representative that they are calling from an agent and that the booking is subject to a commission payment. If notification is not given at the time of the booking, commission cannot be claimed and will not be paid.
- c) Commission is payable at a rate of 12.5% on the gross value +VAT of the booking for all group accommodation and conference bookings (unless otherwise agreed in writing by Leonardo Hotels). Commission can only be claimed on pre-booked items to include food & beverage, this does not include equipment hire i.e. IT, flipcharts, OHP, lecterns & televisions.
- d) Only if specific credit terms have been agreed with the agent in advance in writing or with prior approval in writing from the Leonardo Hotels Finance Centre Manager can commission be deducted at source.
- e) **ALL** commission claims must be received by Leonardo Hotels Shared Service Centre (245 Broad Street, Birmingham, West Midlands, B1 2HQ) within six months of the event ending or guest departing. Leonardo Hotels reserves the right to withhold commission payments on invoices received at Leonardo Hotels Shared Service Centre after this time. All commission claims should be sent direct to Leonardo Hotels Shared Service Centre.
- f) Subject as provided by 1.d) above, no commission payments shall be deducted at source. Leonardo Hotels must receive payment in full for all outstanding invoices. Once payment has been received Leonardo Hotels will process and pay any commission due to the Agent.
Commission payments currently will only apply to Best Available Rate, Corporate Negotiated Rates where commission is agreed by Leonardo Hotels in writing and Preferred Agency (Global Hotel Programmes) and Conference 24hr and Day Delegate Rates.
Preferred Agency (Global Hotel Programmes) will be exempt from claiming on any incentivised promotions including 'Bag a Gift' meeting promotion.
Leonardo Hotels in the United Kingdom and Ireland provide base commission at 8% plus VAT.
Leonardo Hotels reserve the right to review and amend commission levels on giving not less than one month's prior notice in writing to the agent.

2. Credit Agreement

By signing an application form for credit facilities (including existing credit facilities) the agent consents to Leonardo Hotels acquiring financial information about the agent and its client (**Applicant Company**) (an agent expressly acknowledges and undertakes and represents to Leonardo Hotels that the applicant company is aware of, and consents to, Leonardo Hotels acquiring such financial and other information as Leonardo Hotels considers necessary or desirable relating to it) from third parties and sharing with third parties as Leonardo Hotels deems, in its absolute discretion, necessary or desirable in order to complete normal business transactions.

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Leonardo Hotels s reserve the right to refuse to approve the granting of credit facilities to any applicant company in its absolute discretion and without assigning any reason for such refusal.

Leonardo Hotels will notify the agent and the applicant company in writing if Leonardo Hotels s has agreed to grant a credit facility (**Credit Agreement**) to the applicant company.

2. Credit Agreement Continued

When a credit agreement is approved by Leonardo Hotels, any credit facility shall only be extended, and invoiced, to the applicant company at its own registered or trading address.

Leonardo Hotels will retain details provided by the agent and any applicant company on file. In addition, Leonardo Hotels may search the files of credit reference agencies, who may keep a record of the search. Leonardo Hotels will process this information according to data protection act 1998

Approved credit facilities shall only be extended, and invoiced, to the applicant company at its own registered or trading address. Credit agreements are personal to the applicant company and non-transferable. Leonardo Hotels credit terms provide for payment in full (without any deduction or set off whatsoever) 45 days from date of invoice as previously agreed until year end, where this will revert to 30 days and the account must be paid in full.

The terms of any credit agreement will be as notified by Leonardo Hotels in writing to the applicant company. Leonardo Hotels reserve the right to suspend credit in the event of an applicant company exceeding the credit limit set out in the credit agreement without prior consent in writing from Leonardo Hotels, until which time as the account is settled.

Where no credit facility has been approved in writing by Leonardo Hotels s all invoices will be settled by the guest on departure.

3. Interest

Leonardo Hotels reserves the right to charge interest on overdue invoices at a compound interest of 2% per calendar month or part thereof.

Leonardo Hotels supports the European Communities (Late Payment in Commercial Transactions) Regulations 2002.

4. Settlement

Final accounts must be settled by the agent before departing the accommodating Leonardo Hotels, or in the case of where a credit agreement is in place, within 30 days from date of invoice. Settlement is in the currency of the accommodating Leonardo Hotels.

5. Applicable Terms

All bookings however made by any individual, group of individuals, firm or company being a client of the Agent "the Guest" shall be subject to these terms and conditions.

6. Group Bookings

In the event of a group booking which has been accepted by the accommodating Leonardo Hotels, deposits must be paid to the Leonardo Hotels in accordance with the Leonardo Hotels s current operating policy. Group booking **Terms and Conditions** including payment schedule will be advised by Leonardo Hotels on all group booking confirmations.

If deposits are not received by the accommodating Jury Inn within the specified time limit, the Leonardo Hotels reserves the right to cancel the booking.

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7. Cancellations

Cancellations must be made in writing and will only be effective on the date of receipt. Cancellation charges will be applicable in accordance with Leonardo Hotels current operating policy. The accommodating Leonardo Hotels reserves the right to cancel any booking at any time without liability whatsoever, for the return of all money paid and in the case of an overbooking, the accommodating Leonardo Hotels will make every reasonable effort to find alternative accommodation.

8. Frustration to Contract & Liability

If Leonardo Hotels is prevented from carrying out its obligations by circumstances beyond its reasonable control, including government intervention, strikes, labour disputes, accidents, acts of God, national or local disasters or war or any event causing the whole or a substantial part of the accommodating Leonardo Hotels to be closed to the public, Leonardo Hotels liability will be no greater than the amount already paid by the Guest to Leonardo Hotels in respect of services booked.

9. Loss or Damage to Property

Leonardo Hotels shall not be liable for any loss or damage to the property of the guest or any such person as may so occupy, or hired by the company on the client's behalf, except within the constraints of the Hotel Proprietors Act of 1963.

10. Indemnity

a) In consideration of Leonardo Hotels entering into this agreement the agent agrees to indemnify and keep fully indemnified Leonardo Hotels from and against all fines, penalties, awards, claims, actions, judgments, decrees, losses, costs, damages, charges and expenses (including without limitation all legal and accountancy expenses) of whatsoever nature which may be incurred or suffered by Leonardo Hotels, or any subsidiary of Leonardo Hotels or any holding company of Leonardo Hotels arising, suffered or incurred directly or indirectly as a result of (i) any failure (whether by reason of insolvency or otherwise) by a Guest to make any payment due to Leonardo Hotels for services and goods provided by Leonardo Hotels to the Guest or any breach of the terms of this agreement and/or (ii) any breach of a Credit Agreement or failure (whether by reason of insolvency or otherwise) by an Applicant Company to make any payment under a Credit Agreement when due.

b) The Guest shall indemnify the Leonardo Hotels from any loss or damage caused by them or any other person for whom a booking has been made by them, to any part of the Leonardo Hotels or to any fixtures, fittings and equipment or any property of third parties.

11. Termination of Contract

Leonardo Hotels reserves the right to terminate this contract without prejudice to any other right it may have, in the event the agent or the guest fails to comply with the terms of this agreement.

12. Law The booking and contract shall be subject to English Law and the contracting parties submit to the Courts of United Kingdom.



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Contact Signatories

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Name *SAM HETHERINGTON*
Position *SUPPLIER LIAISON*

For and on behalf of **AIEA**

Jamie Taylor

Name Jamie Taylor
Position Account Development Director –
Meetings, Events & Groups
For and on behalf of LHM