

Cancellation and Attrition

In the event that Group's: (a) failure to use the contracted Hotel Rooms, Catering Booking or Conference Room Booking (either as a result of cancellation ("Cancellation") or less than contracted use of Hotel Rooms, Catering or Conference Room ("Attrition"), Group shall be subject to the Cancellation and Attrition provisions set out in paragraph 13 of Part A (General Terms).

Group agrees that in the event of Cancellation or Attrition, the charges in the General Terms shall be due by Group. On the basis that: (a) Hotel reasonably expects to derive revenue from the Booking and/or the Event, beyond the revenue set out in the Estimated Booking Cost Summary; and (b) it is difficult for Hotel to estimate the actual revenue which may be derived from the Booking and/or the Event, the amounts due are intended to compensate Hotel for all losses associated with Cancellation and/or Attrition. The Attrition and Cancellation charges are as follows:

Attrition

(a) Hotel allows a 10% reduction in each Estimated Hotel Room Costs, Estimated Catering Costs and/or Estimated Conference Room Costs, provided that Group makes a written request for that reduction between the Effective Date and thirty (30) days prior to Group's arrival ("Due Date"). Subject to Group's written request, Attrition charges apply as follows:

(i) at conclusion of the Event, Group will pay damages for failure to achieve the Estimated Hotel Room Costs as follows: Estimated Hotel Room Costs (less anticipated Attrition) – actual Hotel Room Costs (excluding costs derived from pre/post program stays) = Hotel Room Attrition Damages

(ii) at conclusion of the Event, Group will pay damages for failure to achieve the Estimated Catering Costs as follows: Estimated Catering Costs (less anticipated Attrition) – actual Catering Booking Costs = Catering Attrition Damages.

(iii) At conclusion of the Event, Group will pay damages for failure to achieve the Estimated Conference Room Estimated Conference Room Costs (less anticipated Attrition) – actual Conference Room Booking Costs = Conference Room Attrition Damages. Hotel Room Attrition Damages, Catering Attrition Damages and/or Conference Room Attrition Damages will be charged to Group's Master Account and are subject to tax.

At the Due Date, Hotel will calculate the amount of Hotel Room Attrition Damages, Catering Attrition Damages and/or Conference Room Attrition Damages which Hotel anticipates will be due and advise Group of that amount. That amount will be due immediately by Group upon receipt of Hotel's invoice. Upon receipt of Group's payment, that amount will be credited to Group's Master Account and will be applied to the final calculation of Hotel Room Attrition Damages, Catering Attrition Damages and/or Conference Room Attrition Damages.

Cancellation

(b) If the Booking and/or Event is subject to a Cancellation by Group, then Group shall pay the following sums to Hotel, depending on the date of Cancellation:

Date of Cancellation

Amounts due:

0 - 30 days prior to arrival = 100% of Estimated Booking Cost Summary

31 - 60 days prior to arrival 80% of Estimated Booking Cost Summary

61 - 90 days prior to arrival 70% of Estimated Booking Cost Summary

91 days prior to arrival 50% of Estimated Booking Cost Summary

* All amounts due for Group's Cancellation are subject to applicable taxes.