

HOC

THE HOTEL OPERATIONS
CONFERENCE 2019

Sponsorship Information

“There are three pillars of value in the hotel business – property, operations and brand. Investment conferences focus on the real estate and the rise of digital has brought brand to the forefront but operations, specifically the value embedded in how hotels are run, is usually overlooked.”

Andrew Sangster, editorial director of Hotel Analyst news analysis services and creator of the Hotel Operations Conference

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EXPLORING THE VALUE IN HOTEL OPERATIONS

The rise and rise of third-party managers indicates how investors in the hotel industry are beginning to demand clarity in the black box labelled “operations”. Previous approaches of putting the management of hotels into the same category as the brand offering are no longer being accepted. A clearer definition of the value created in running hotels is needed.

This is not an event focused on how to be a better sous chef or what is the best way to clean a room: rather this event explores how value is created by managing chefs and housekeepers more effectively. It highlights how focused management across all aspects of the hotel business will deliver the best results and hones in on just what that management looks like.

It maybe that the best approach is to have an integrated brand and management company. Or perhaps separating out the disciplines is the best way forward. Both approaches can create superior value: the key is determining how and what works best where. The Hotel Operations Conference is designed to help provide answers to these questions.

TARGET AUDIENCE

This event is for investors wanting to understand the value created in running hotels and for those advising these investors. Hotel brand companies, hotel operating companies and hotel owners will all be a focus of debate. Senior executives at the CEO, COO and CFO level are expected to attend along with specialists in development, operations, sales, human resources and CSR.

BACKGROUND

Hotel Analyst has been providing subscription news analysis to hotel investors for 15 years. In 2013 it branched out to start its own events portfolio with the Hotel Distribution Event and in 2015 the Hotel Alternatives Event was launched.

What sets Hotel Analyst events apart is their focus on quality programming as well as excellent networking. As an information business, Hotel Analyst is aware that good content must drive the programming.

HOC 2018 COVERED

- Pricing hotel operations
- The rise of white label operations
- When is it right for brands to manage and when to franchise?
- The role of management
- How to address the human element of hotels as staffing becomes more challenging
- Whether contracts were fit-for-purpose
- The rise of personalised service
- Maximising non-rooms returns
- The key IT challenges and possibilities that operators need to consider
- Balancing the interests of owners and operators
- Where savings can be made in procurement and reducing consumption
- How technological innovation can drive opportunities



BRANDS MOOT CONTRACT 'FLIPPING'

The global operators were being encouraged to be more flexible in their contracts, offering the chance to flip between management and franchise, delegates at the Hotel Operations Conference heard.

Caution was urged in relation to funding, with concerns that lenders were more reassured by long-term contracts, rather than those which might change within five years.

Frank Croston, partner, Hamilton Hotel Partners, said: "I would expect to see more flexibility built into the contracts, to be able to flip from management to franchise, I think we may see an early adopter from one of the global majors. The world is changing too fast, do you feel comfortable locking yourself into the same contract for 20 years?"

The operators were largely open to the concept, with Paul Thomas, senior director of international development, Marriott International, commenting: "For the right opportunity, say the acceleration of a brand, in the right market, with the right owner – we would consider it."

Philippe Bijaoui, chief development officer, Wyndham Hotel Group, added: "Flip to franchise? Why not. If you are good enough you will flip back."

David Kellett, VP, head of development, IHG, said: "The longer term the better from a brand perspective. Our role is to be balanced and flexible. Long-term contracts build consistency, but there can also be alignment. We need to be more pragmatic."

Steve Cassidy, SVP & managing director, UK & Ireland, Hilton, was more cautious, adding: "I would hope, with a property managed by us, that was a conversation that never needed to happen. If we're doing a good job that wouldn't come into the debate. The development process and the ongoing management process is a consultative process with the owner. It's important that we join those dots correctly because we're in a relationship for the long term."

Bijaoui pointed to the role of the funder in the agreement, with the comment: "A lot of funders are eager for long-term contracts, they don't want the owner to flip. Twenty years is a long time, but I think we should do a good job and keep the owner that way."

Later in the day the subject returned to the debate, with Andrew Rouse, commercial development director, Vine Hotels, telling delegates: "Banks will price their risk according to a 20-year loan profile. It is hard to see what a bank would think if you could terminate an agreement in five years as they might see a lot of risk in that. If you think it's unlikely to work for five years, you might be better placed to find a better brand from the outset."

Vivek Chadha, managing director, Nine Hotel Group, added: "From an investor's perspective, a loan agreement is five or seven years, so why not a franchise agreement? It's important that a brand understands how our environment is going to change. I'm a big believer in brands and as they're changing we should be able to shift, maybe change brand or renegotiate terms, maybe see how they can reinvest."

Flexibility has already made its way into the market. Thomas Magnuson, CEO, Magnuson Hotels, said: "In the US employees can be terminated at will and owners think the same of agreements. To us even a 10-year agreement is a thing of the past. They need to be adaptable to the market, to the situation. Does it even need a brand, does it need a platform instead?"

One route to more easily-changed contracts was seen through the growth of the third-party operators, with Nicholas Northam, managing director, Interstate Europe, commenting: "Owners are wanting more flexibility and third parties can offer more flexibility in terms of contract terms."

Haydn Fentum, CEO, Bespoke agreed: "The big difference between us and the hotel companies in flexibility – you would be hard to find two management contracts which are the same."

"We have much sharper pencils when it comes to contracts," said Peter de la Perrelle, managing director, Tower Hotel Management.

The brands as well as the owners welcomed the third parties, with Bijaoui commenting: "If you want to grow in France, Spain, Italy, Germany, you have no choice but to sign a lease agreement. We have to work with white label companies who are taking the risk – we finance some. We signed 79 contracts last year in EMEA – and India – and we injected capital into some white-label companies."

Driving the new entrants to the market was the move of hotels into the mainstream as an asset class, with Christian Mole, head of hospitality & leisure, UK & Ireland, EY, describing ongoing growth in transactions, with a “wall of money” drawn to the sector, but warning: “There’s general view that the brands aren’t good at managing profitability, particularly at the midscale. We’ve seen good results from moving from managed to franchise.”

Despite the support for greater negotiation between brands and owners, a step too far was felt to be a scale of declining fees as the property aged, with Thomas adding: “We have to be flexible, but are we going to move to a declining fee structure? I can’t see that happening.”

HA Perspective [by Katherine Doggrell]: The rise of the third-party operators has been a trend which much intrigues us here at Hotel Analyst, playing as it does to rebalancing of power between the owners and brands as well as to the growth of brands’ pipeline and attraction of the sector to real estate investors.

As they aim towards the dominance of the offering in the UK, inevitably they raise the spectre of whether brands should be operating hotels at all, or whether they should stick to knitting. Northam thought not, commenting: “If the brands decide they don’t want to operate any more, they run the risk of losing credibility when they tell owners how to run the hotels”. The brands can’t very well moan about the way the pillow is plumped if the only pillows they see are the ones they wake up face down on.

The third parties are, instead, very much pro the brands, with Northam adding that being brand agnostic came with its own advantages: “We have the luxury of seeing how each brand operates, which is an advantage”. In a sector not renowned for sharing best practice, there is much to like in those who cherry pick.

Additional comment [by Andrew Sangster]: Hotel operations are often overlooked as a value creator. Historically, the focus was always on the real estate with brand/distribution getting more prominent in the last decade or so.

So, the first pillar of value creation, real estate, has been complemented first with the emphasis on brands through the asset-light approach of the global majors and now secondly with the pillar of value creation that is operations.

In the UK in particular, this business cycle has seen the rise and rise of third-party operators and an increased focus on how things are run. Helder Pereira, CEO of RBH, one of the biggest UK white label operators, said, during a one-on-one during the conference that I conducted, that it was the recession and the availability of portfolios of distressed properties held by banks that gave his business a jump start.

Since then, however, the growth of white labels has relied more on organic contract acquisitions with owners seeing the potential of what the third-party operators bring. And this has been the case in continental Europe, notably in Germany, where the likes of Event Hotels have become established.

At the same time, the nature of this business cycle has meant that private equity did not have the opportunity to pursue its usual policy of buying low and selling high. The amount of distressed sales was comparatively small and pricing remained robust.

The typical PE play was, in past cycles, to take on the real estate, hold it for a while and then sell. The opportunity to buy low was often enhanced by the low rating given to property held in listed companies compared to that same property held privately.

The public to private arbitrage has not been there this cycle, nor the same level of obviously cheap property, and so PE had to roll up its sleeves and do some heavy lifting on the operational side. The great mantra here was to obtain a platform from which PE could create synergies through acquisition.

This worked for the early movers like Starwood Capital but soon everybody was at it. If several bidders are factoring in a premium for the platform, anyone looking at just the real estate opportunity would struggle to compete on price. And so it has proved.

Pereira points out that most of these PE platforms should not be considered examples of proper third-party operators. Shorn of the real estate, the platform itself has little value.

The sustainable third-party operators are those which are able to demonstrate to independent owners the value of their services. And RBH does appear to have done just that.

This has certainly been helped by the push of global brand major hoteliers to grow franchising but it is too simple to declare that the global brand majors are exiting management, as the panel of global majors showed. The message that came through was much more nuanced.

Management is, and will remain for the majority, a core competence. For a small number of the global majors, namely Wyndham and Choice, management is not a core part of the business model. But these companies make no secret of their franchising focus.

Thus we will continue to have a rich and complex landscape in the hotel sector for some time. We have the global brand majors making a dash for scale and whose business model is focused on strong net system growth. There are the third-party management companies who both complement the global brand majors and compete with them.

There are the smaller national and regional chains who are positioned between asset-light growth but remain focused on asset ownership and gradual expansion through this route too. Plus there is the growing band of institutional investors pumping money into hotel and hosted accommodation real estate. And myriad other business models involving brand, operations and ownership in some combination.

What matters in all cases is understanding how the value creation works and understanding where it is working best. Europe now has focused hotel brand companies, it has focused real estate owning companies and now focused operators are gaining a hold. For the latter, however, we still need to see an active transaction market. When (and I believe it is a case of when rather than if) it emerges, this niche will truly have come of age.



HOTELS TOLD TO MULTI-SKILL EMPLOYEES

The hotel sector was trying to do more with less in terms of staff, as the pressures of rising wages and, in the UK, Brexit, exacerbated the war for talent.

Delegates at this year's Hotel Operations Conference heard that the challenge facing hotels was maintaining customer service and brand standards while increasing retention.

Per Denker, COO, Zleep Hotels, said: "In the Scandinavian countries we have very high salaries so staffing is not a new discussion for us. At Zleep Hotels we merged a lot of functions in the hotel, so you check in and check out at the same time. The staff are still there but we try to give them a multi-functional position. They help people with the check in, they can work the bar, they are more like a host than a traditional receptionist."

In four of the company's hotels there are now no staff overnight. Denker said: "Those hotels are supported by the other hotels nearby which are running 24/7. If you have an emergency, you will not be alone."

For Steve Cassidy, SVP & managing director, UK & Ireland, Hilton, the issue of staffing was also not new. He said: "There were a lot of headwinds on employment before Brexit. We need to be innovative in terms of finding a solution. We need to be better at recruiting and retaining employees."

At Dorchester Collection Academy, Beth Aarons, global director, said that the company had been impacted "quite dramatically" by Brexit. Aarons said: "We saw a change overnight in applications. We had already changed our strategy to be UK-centric, against people who were passing through for a year. We're no longer competing just with hotels, but standalone restaurants and Airbnb, so all of us have to look at how we can use technology to have the right people in the right place at the right time."

While hotels were demanding more staff, staff themselves were becoming more demanding. Aarons said: "We really listen to our employees. We have been using engagement surveys for a number of years, however, the information wasn't always as relevant, so we now take employee feedback in the moment."

"We need to communicate to the team why we can't do something, as much as when we can. Two-way communication is incredibly powerful."

Janet Roberts, lead culture coach, Cycas Hospitality, added: "We can't stay as what we were five years ago. The teams want interaction – we have an app which is inclusive and encourages feedback."

"We talk positively, we don't talk about turnover we talk about retention. You can have the best pay in the world and the best benefits but so does everyone else. We have a set of values that creates fun – from the top. We have audition days which give us a chance to see them and they can get to know us, which is important."

"We also changed the appraisal system and we now have a monthly conversation with a quarterly objective – they set their own objectives and the bonuses are linked. We can train the skill, but we can't train the attitude. People just want the greatest environment to work in and that's what we try and do."

Denker added: "We have our own academy so we train our own staff, but we have also found that if we consult with the staff about what we need to do, there is a less need for training, if we collaborate."

Another proponent of a fresh approach to recruitment was Thomas Dubaere, COO, Northern Europe, AccorHotels, who said that guests were now looking for "personalised service" in an environment where "staff engagement is the first KPI for success. It's much different from what we have been doing for the last 100 years."

"I'm here to ask you to throw away many things," he insisted, starting with hotel manuals and scripts, and even applicant CVs. As in other industries, he said the hotel sector needed to recruit based on passion.

As part of the physical changes at its properties, Accor was ripping out reception desks, and with it the desktop computers of old. New format properties were mobile-enabled, giving staff tablets or smartphones to operate from. And, he said, this had two benefits. First, "we're putting our guests in front of our people," enabling a more personalised service to be delivered. Second, staff found mobile apps much more intuitive to use, substantially reducing training requirements.

Dubaere said the change required team members to be more fluid and reactive in their dealings with guests, something that was harder to train for. "There's a lot more psychology in training our people," with teaching technical skills being "the easy part." And with such change, he put a positive spin on staff churn. "Let's be honest, we have staff turnover – it gives you the opportunity to recruit differently." Outside the hotel sector, Mike Williams, chief people officer, Byron Burgers, made the case for well-motivated staff driving revenues and building the brand. He said: "Private equity are interested in growing the business through expansion – so talking to HR it's vital that you have that commercial agenda. One of the areaClick or tap here to enter text.s which can drive 3% like-for-like sales is having brilliant managers. Our training strategy protects our brand – we have an induction programme before they even hit the brand.

"There has been a war for talent – pay and reward strategies are now really relevant. We need to have a point of difference. If we grow 50% of our management requirements from within, that saves on on-boarding costs. The way that you treat people becomes correlated with how the brand is viewed and making HR clear about that relevance really helps."

Williams concluded: "We want people to do the right thing when we're not looking."

HA Perspective [by Katherine Doggrell]: Frank Croston, partner, Hamilton Hotel Partners, never a man to have to rummage down the back of the sofa for an opinion, told the conference: "I sometimes think that hotel companies are less consumer centric than they should be" and, with the pressure on hotels from all sides, it's easy to imagine the customer losing out in the need to cut costs.

The over-arching message from this year's event was that service remains key to customer happiness – and happiness can be directly correlated to repeat bookings – but service doesn't look like it used to. Service now is getting rid of friction points.

Look at Airbnb. Some of the best service this correspondent has received has been from Airbnb hosts, but hosts that have only existed online. This has ranged from keys delivered to friends because of changes to transport details, food bought in so that it was in place to feed late-night arrivals down to good recommendations for local restaurants. All service which is well within the purview of hotels, but rarely done.

The challenge for the hotel sector is not so much delivering these small flexibilities and considerations, but finding the staff with the mindset to do so. The sector needs to change its image if it wants to attract those who can think with agility and it's not just a matter of real-time feedback to line managers.



HOTELS AIM AT THE MARGINS

While hotel revpar continues to grow, margin growth is harder to find as costs continue to rise.

Delegates at the Hotel Operations Conference heard a range of suggestions to help improve the bottom line, both by improving revenues and cutting costs. Times change, and as Simon Allison, chairman, Hofitel, pointed out, it's a while since hotels earned 10% of revenues from telecoms, and made a profit on laundry services.

There was no shortage of innovative ideas, many based around smartphone apps. Recent market newcomers promised the potential for renting rooms by the hour, selling meeting rooms online, upselling early check-ins and renting car parks to non-residents.

Hotels had plenty of opportunities for generating non-rooms revenue, and Laura Rafferty-Trow of Spectrum Solicitors said buildings often had potential for the siting of rooftop mobile phone masts, for advertising billboards and for energy generation and storage. "It's not rocket science, but there are some bear traps," she warned of the masts and billboard opportunities, but with the right contracts in place, these could deliver pure additional income with no operational consequences. A typical mobile phone contract is 10 years long: "We're doing deals for propcos, opcos and brands."

She also noted that while many people were aware of using rooftops for solar PV energy production, fewer knew of the opportunity to site battery storage units on their properties. These could store cheap energy which could be used when mains supply was expensive, or could be connected to the grid to balance local supply – something that would become more of an issue as electric car use grows. "There's a big opportunity there," she predicted.

Neeraj Handa, group director of Cairn Group was already exploiting several additional revenue streams from his national portfolio of hotels, with phone masts on some of the buildings. He was also partnering with electric car company Tesla, who were fitting fast charging stations at some hotels. "It's a food and beverage opportunity, as the drivers will be charging their cars for 40 minutes or more." Cairn was also exploiting the potential of renting basement spaces to gym operators, and looking at concessions for restaurants and in lobby spaces. The company is also testing bidding apps, to allow guests to upgrade their reservations.

Also looking to make more of lobby spaces was AccorHotels, with its fresh approach labelled AccorLocal. Thomas Dubaere, COO, northern Europe described plans to improve utilisation of lobby spaces and underused meeting rooms. As examples of the concept, he said group hotels would be looking to provide an after-hours collection point for local retailers such as florists, and would be encouraging local groups such as yoga classes in, to use meeting rooms during the evening. "There will be a cost, but it will be less than during the day," he promised, to promote take-up.

However, Allison was sceptical of some of the innovations: "The problem is, many of these are just a commission, so is it worth it? I think there will be quite a big turnover of ideas, some will work, some won't." And Handa added: "The problem is, none of the ancillary rooms are as profitable as the bedrooms."

Some of the new idea providers were on hand to explain how their wares deliver superior returns. Just Park, which runs via an app, started out as a service renting people's drives but today offered a range of convenient parking options for users – and rents out underutilised hotel car park spaces. "Our platform allows hotels to generate revenues," said the company's Guy Cohen, with no cost or management consequences for hotel management. "There's one thing that hotels need, that's visibility – and we're adapting to hotels in different ways."

Food delivery service Deliveroo has also moved into the hotel market, ironically after noticing its service was being used by hotel guests. The company links takeaways with customers who would like food delivered to their door, and has adapted its service to replace room service. Hotels can create their own menu, served to the guest digitally or in paper form, and once an order is taken, Deliveroo drops it to the hotel staff for a personal last stage delivery. Hotels have the option to add a service fee to prices, while Alberto Lo Bue, head of Deliveroo for Business said there was a cashflow advantage as hotels take payment on order, and settle up with Deliveroo in 30 days. "We want a guest in a hotel to have a better experience."

Never mind what's going into the bucket, plugging the holes is equally important. A panel reviewing cost reduction strategies noted that, on some fronts, hoteliers have barely got started on containing costs. "Sustainability is still a very novel concept for the hotel industry, I would say embryonic," said Benedetta Cassinelli, joint managing partner at Considerate Hoteliers. Her organisation focuses on workshops that help clients enact change to reduce resource use, thus saving costs.

One hotel, for example, changed its shower-heads, and invited guests to a free drink if they requested not to have daily linen and towel changes – saving an audited 41% on water use after six months. But sometimes, it's not just the cash saved that matters. Cassinelli is working with the Qbic hotel brand, to substantiate its marketing claim of being London's greenest hotel.

Andrew Parsons, director of business development at PSL, helps hospitality businesses keep a cap on food costs, improving profits in the F&B function. "It can be a profit centre for a hotel," he promised, while those who fail to watch seasonal price moves can end up losing out. "Have a look at your basket, negotiate with suppliers," he advised, and watch for seasonal trends that send the price of individual food items up; a good chef needs to change their menu to adapt to what is in season, and therefore better value. Regular recosting of dishes, and a daily "food flash" that records costs and takings, are key to measuring profitability.

While there had been a trend towards importing high street restaurant brands into hotels, Parsons warned this was not always the solution. He pointed to two provincial hotel clients, where their own restaurant offer had become an in-demand destination for local people, creating a profit centre independent of hotel guest demand.

Denis Brennan, a director at cost reduction consultancy Auditel, said credit card transactions were a key area to look for savings, while also being an area where the service offering needed to meet what guests demand. "It is a minefield, difficult to follow and understand," with the waters muddied recently by European legislation. Added to this, the mainstream card service providers each have their own statement formats that are "masterpieces of confusion marketing". Service providers don't generally offer a volume discount, and there are some more comfortable with the hotel sector than others.

In a changing environment, hoteliers also needed to decide what choices they offer guests. The convenience of fast guest checkout had to be set against Visa charging up to 1.8% for "customer not present" billing, versus a regular 0.4% fee for a lower risk face to face transaction. "You need to decide whether the service is worth the cost."

Other recent changes included the lowering of Amex card fees. The payment method had been shunned by some businesses in the past, but that was changing: "I don't think you can run a business by refusing Amex," he warned. "And you have to consider new technology." With more hotels offering app-based bookings and room keys, payment by smartphone will become more prevalent. "The terminals have to be right for the nature of the business."

Frazer Durris, managing director of energy consultants BusinessWise Solutions, said too many businesses focused on picking a fixed price energy contract, looking for certainty of costs, when it could actually be cheaper to adopt a more dynamic approach. In addition, there was always scope to look at actual usage, benchmarking performance and implementing changes such as installing LED lighting, and sensors to reduce consumption. "A good energy management strategy will make a 25% impact on costs."

But, for those that did team up with the right experts, there are considerable savings to be had. Durris suggested a potential overall 32% saving on energy, while Parsons said his company typically delivered a 10% to 15% saving on food costs, "and it's like-for-like on quality". Brennan said one client had cut card transaction costs by 40%, though this was not typical and savings varied a lot. But in one recent case, involving a client still in contract, he had still negotiated an immediate 18% reduction in fees.

HA Perspective [by Chris Bown]: Times have changed, and as the hotel becomes a stopping off point where so much else of our increasingly decentralised lives continue to happen, so hotels need to be fleet of foot in adapting to those changes. Whether it is accepting that guests order takeaways rather than room service, or buy a new shirt rather than pay for laundry, change presents opportunity.

The irony is that some of the people who use Just Eat, Deliveroo or same-day Argos delivery actually work within hotel companies – they just haven't been given the space to work out how Millennial lifestyle changes impact the businesses they work in.

One massive change is the decentralisation of energy supply. Never mind putting photovoltaic cells on the roof and a windmill in the corner of the plot, hotel landlords now need to be considering whether to put battery stores in those unused basement parking spaces. This isn't sci-fi, it's happening now, with start-up Pivot Power scouring the country for battery storage sites that will double up as car charging stations.

The move to electric cars also presents F&B opportunities, as Cairn's Handa noted. Recharging drivers will recharge their bellies in the time it takes to top up their batteries. And Tesla drivers can afford more than a Tesco value snack.

And it has often been noted that, in a world where brand, opco and landlord are not ideally aligned, in the hotel sector it can simply be too difficult to work out whose job it is to go green. Even though the payback for many upgrades is quick, landlords are reluctant to spend.

But that "save the planet, put used towels in the bathtub" card beside the washbasin won't cut it any more – there's major money being wasted, and both individual and corporate guests are starting to ask about the sustainability agenda. What was no-one's job is becoming everyone's responsibility.

SENIOR PEOPLE THAT JOINED HOC18 INCLUDED:

Alberto Lo Bue, Head of Deliveroo for Business, Deliveroo
 Alexander Shashau, Co-Founder & President, ALICE
 Alexi Khajavi, Managing Director, Questex
 Al Malik, Owner and Managing Director, Remarkable Hotels
 Alfred Eeltink, Director, Hotel Facility Concepts
 Andrew Parsons, Director of Business Development, PSL
 Andrew Rouse, Commercial Development Director, Vine Hotels
 Andrew Sangster, Editorial Director, Hotel Analyst
 Andrew Secker, Director of Business Development, RBH
 Andrew Shaw, Associate Vice President Development, UK & I, InterContinental Hotels Group
 Andrew Simmons, Director, J C Rathbone Associates
 Anna Cohen, Private Equity Senior Investment Manager, Extendam
 Anthony Eskinazi, CEO, JustPark
 Babette Märzheuser-Wood, Partner, Dentons
 Ben Chivers, Partner, Travers Smith
 Benedetta Cassinelli, Joint Managing Partner, Considerate hoteliers
 Beth Aarons, Global Director, Dorchester Collection Academy
 Catherine Coates, Business Development, Anita Rosato Interior Design
 Catherine Watmore, Senior Employment Law and HR consultant, RBS/Nat West
 Christian Mole, Head of Hospitality & Leisure for UK & Ireland, EY
 Custódio Barreiros, Director of Enterprise of Europe, ALICE
 Dariusz Bak, General Director, Gremi International SARL
 Dayk Balyozyan, Senior Associate, HVS
 David Bridge, Proprietor, Adafabridge Hotel Consultancy
 David Guile, Chairman, Bromley Court Hotel
 David Kellett, VP Head of Development Europe, IHG
 David Taylor, COO, Principal Hotels
 David Gash, Marketing Director, Cardonet
 Dean Panter, National – Development Manager Hospitality Operation, Fáilte Ireland
 Denis Brennan, Director, Auditel
 Diane Loubeyre, Business Development Analyst, The Ascott
 Eva Einfeldt, Partner, DLA Piper UK
 Ewan Cotter, Commercial Controller, Haulfryn Group
 Frank Croston, Partner, Hamilton Hotel Partners
 Frazer Durriss, Managing Director, BusinessWise Solutions
 Gerard Nolan, Partner, Gerard Nolan Partners
 Gilberto Vizzini, Country Manager, Il Prisma Group
 Graham Marskell, Managing Director, Bespoke Hotels
 Guido Fredrich, Regional Vice President Development, Hyatt
 Guy Lean, Director, HPG Search
 Haydn Fentum, CEO, Bespoke
 Helder Pereira, CEO, RBH
 Helen Morris, Director, PDS
 James Devitt, Managing Director, Herald Hotels
 Douglas Grant, Managing Partner, Arc Consulting Partners
 James Bland, Director, BDRC
 James Munro, Consultant – Hotels, Resorts & Residential Management, Arc Consulting Partners
 Jane Pendlebury, CEO, HOSPA
 Janet Roberts, Lead Culture Coach, Cycas Hospitality
 Jason Carruthers, Managing Director, Jurys Inn
 Joanne Owen, Partner, Proskauer
 Joe Puddifoot, Senior Account Manager, Justpark
 Katherine Doggrell, Editor, Hotel Analyst
 Katharina Preiss, Senior Consultant, CBRE
 Kerry Hallatt, Global Sales & Marketing Manager, IXCG Limited
 Kristine Gaudina, Operations Director, Clink Hostels
 Katrina Craig, CEO, Hotel Solutions Partnership
 Lesley Reynolds, Managing Director, PSD Group
 Matt Britton, CFO, Haulfryn Group
 Martin Schaller, Department Head – Asset Management Hospitality, Union Investment
 Matthew Glodz, Analyst – Feasibility and Investment Analysis, Hilton
 Mike Williams, Chief People Officer, Byron Burgers
 Michael Manz, Partner, Swiss Hospitality Partners
 Miriam Casey, Revenue Manager, Clayton Hotels
 Nadira Lalji, Director, Precis Management company
 Neeraj Handa, Group Director, Cairn Group
 Nicholas Northam, Managing Director, Interstate Europe
 Nick Bown, CEO, IXCG
 Nina Naik, Managing Director, NAISSK
 Nathalie Hinds, Executive Education Manager, University of Surrey
 Olga Valtrova, Managing Director, Owner, United Hotel Investments Bohemia
 Oleksiy Syrytsya, EMEA Investment Advisory, CBRE
 Patrick Michaels, Managing Director, AKA Marylebone
 Paul Thomas, Senior Director, International Development, Marriott International
 Paul Callingham, Managing Director, Starboard Hotels
 Paul Fitzgerald, Regional Director, Bespoke
 Pawel Zaworski, Business Development Manager, LG Electronics Europe
 Peter de la Perelle, Managing Director, Tower Hotel Management
 Peter Till, Managing Director, Choice Hotels UK
 Peter Brenton, UK Valuations, CBRE
 Per Denker, COO, Zleep Hotels
 Philippe Bijaoui, Chief Development Officer, Wyndham Hotel Group
 Ramesh Arora, Managing Director, The Montcalm
 Richard Farrar, Founder & Managing Director, leaf HOSPITALITY
 Richard Read, Head of Europe, Hotel & Owner Solutions, IHG
 Rozib Mirza, Security Business Partner, Royal Bank of Scotland
 Simon Allison, Chairman, HOFTEL
 Simon Bullough, Development Director, Tower Hotel Management
 Sophie Perret, Director, HVS
 Stephen Meinich-Bache, President, Tribe Hotels
 Stephen Welch, Director, Hotel & Leisure Finance, Santander
 Steve Cassidy, Senior Vice President and Managing Director UK & Ireland, Hilton Worldwide
 Steven Frewer, Director of Operations, Focus Hotels Management
 Stewart Middleton, Finance Director, Focus Hotels Management
 Stuart Sinclair, Senior Manager – Client Services, Equiom (Scotland)
 Sylvie Cartiser, Founder – Chief Executive Officer, Unfold Consulting
 Rahim Lalji, Associate, Precis Management company
 Tariq Hayat, Associate Director, Corporate Finance, KPMG
 Tarmo Sumberg, President, Legend Hotels
 Tasneem Buitendijk, Director of Operations UK & Africa, 4C Hotel Group
 Thomas Dubaere, Chief Operating Officer – Northern Europe, Accor
 Thomas Greenall, Commercial Director, Bespoke Hotels
 Thomas Magnuson, CEO, Magnuson Hotels
 Vivek Chadha, Managing Director, Nine Hotel Group
 Warren Robins, EMEA Customer Development, Cloudflare
 Ying Hong, Assistant Director Real Estate Corporate Finance, EY

THE BENEFITS OF BECOMING A SPONSOR

- Pre-event exposure of your company logo on promotional materials related to HOC19
- Your logo promoted via Hotel Analyst's database. Our database is the leading database in the industry with over 45,000 contacts of senior level people
- Copy of delegate list prior to the event detailing name, position and company.

SPONSORSHIP PACKAGES

There are two levels of sponsorship available at HOC 2019:

Patron package – exclusive £6,000 +VAT

- Space for Patron Sponsor to bring their stand to the exclusive location by the entrance to the conference room. Footprint approx 2m x 1m
- Company logo as "Patron" on programme
- Company logo has top weighting on all promotional materials and on all signage as "Patron". Signage will include welcome board at entrance
- Company logo and acknowledgement on conference website homepage. Hyper link to your company website
- Solus email to delegates 2 days prior to event
- 5 complimentary delegate passes

Sponsor package – limited to 12 only £3,750+VAT

- Company logo on promotional materials related to HOC 2019
- Company logo and hyperlink on HOC 2019 website
- 3 complimentary delegate passes (stand allows for 2 exhibition only passes)
- Company to supply own stand. Footprint approx 2m x 1m

Additional sponsorship opportunities

- Lanyards - £2,000 (exclusive and to be supplied by sponsor)
- Banners on HOC website registration page - £1,000 (exclusive)
- Lunch and refreshments sponsor - £2,500 (exclusive)
- Delegate folder - £2,500

Further advertising opportunities to reserve space in both publication and newsletter to boost profile are on offer. Separate media pack can be given if required.

CONTACT

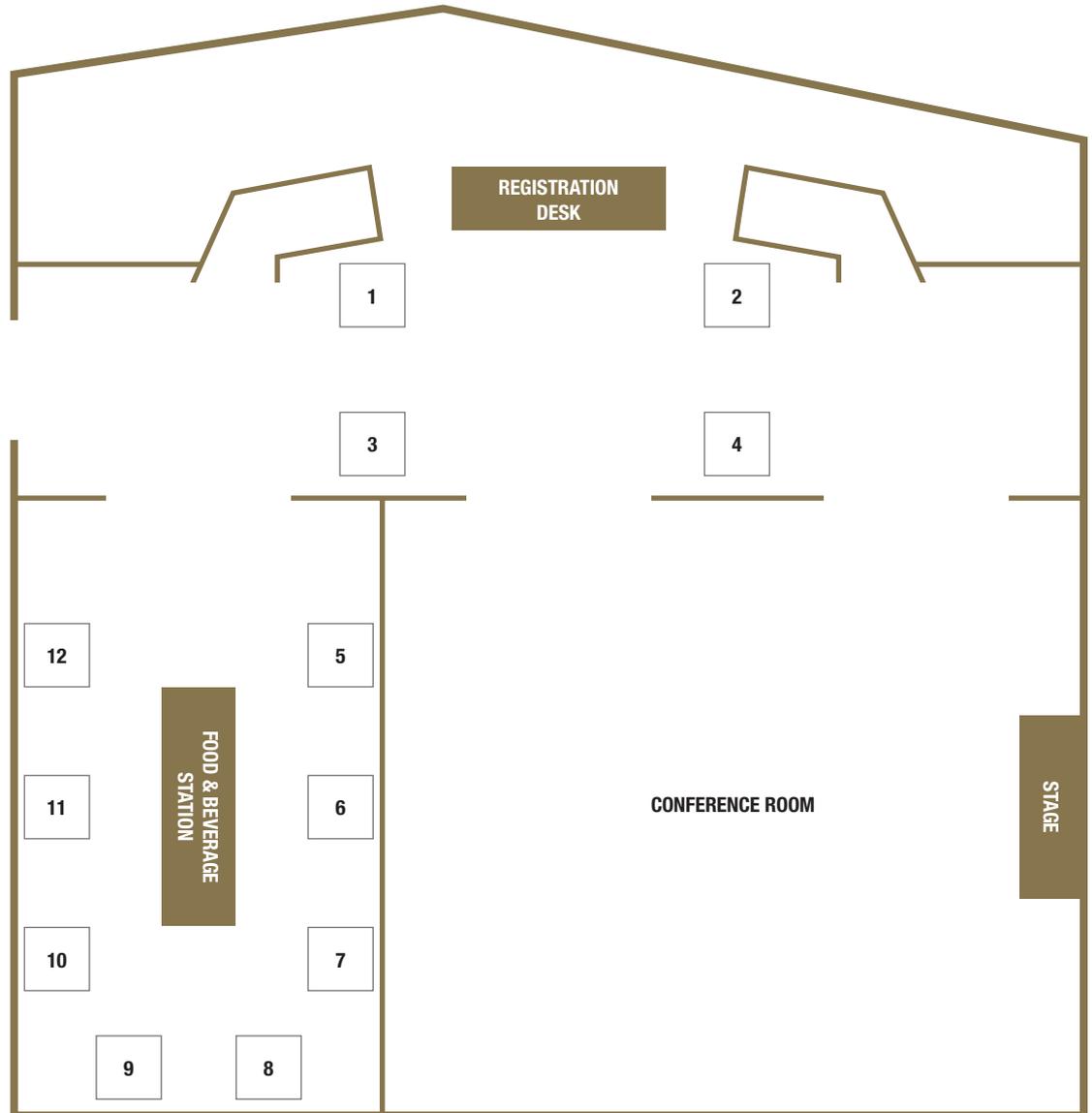
For further information on all sponsorship opportunities please contact:

Sarah Sangster

email: sarah@zerotwozero.co.uk
tel: +44 (0)20 8870 6388

FLOOR PLAN 2019

THE MONTCALM LONDON MARBLE ARCH



BOOKING FORM 2019

Sponsorship packages:

Exclusive Patron Package	£6,000	<input type="checkbox"/>
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Sponsor Package Limited to 12 only	£3,750	<input type="checkbox"/>
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Additional Sponsorship Opportunities (POA):

Lanyards	£2,000	<input type="checkbox"/>
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Banners on HOC 2019 website registration page	£1,000	<input type="checkbox"/>
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Full colour printed delegate folders for conference materials distributed at registration (exclusive)	£2,500	<input type="checkbox"/>
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Lunch refreshments sponsor	£2,500	<input type="checkbox"/>
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Other Details:

Signed for and on behalf of the Hotel Operations Conference 2019.

Signed:

Dated:

All prices quoted are +VAT.

Contact Details:

Company name:

Contact name:

Position in company:

Address:

Postcode:

Telephone:

Fax:

Email:

Invoice contact:

Purchase order number (if applicable):

Total Cost £ (GBP)

+VAT

I/we agree to pay the total cost shown above issued by Hotel Operations Conference 2019 and pay the instalments within 14 days of invoice date, (except for bookings made less than 14 days prior to the event which will be payable immediately upon receipt), and understand that the stand may be reallocated if payments are not made by the date required and the relevant cancellation fee will be charged.

Attached are our terms and conditions.

I have read and accepted the terms and conditions.

I confirm that I am authorised by my company to sign this contract.

Signed:

Dated:

Please return this booking form via email to:

Sarah Sangster

Email: sarah@zerotwozero.co.uk

Please also include with your booking confirmation:

- Company logo in jpeg & vector format
- Company profile in 50 & 150 words
- Website URL

TERMS AND CONDITIONS FOR SPONSORSHIP AND EXHIBITION PACKAGES

1. DEFINITIONS AND INTERPRETATION

- 1.1 In these terms and conditions the following terms shall have the following meanings:
- (a) "ZTZ" means ZeroTwoZero Communications Limited (company number 4661849);
 - (b) "Hotel Operations Conference 2019" means Hotel Operations Conference which is owned by ZTZ;
 - (c) "Hotel Operations Conference 2019 Marks" means "2019 Hotel Operations Conference 2019" together with any other marks, logos, artwork, designs, slogans as may be advised by Hotel Operations Conference 2019 in writing;
 - (d) "Booking Form" means the Hotel Operations Conference 2019 booking form from time to time;
 - (e) "Commercial Rights" means any and all rights of a commercial nature connected with the Hotel Operations Conference 2019, including without limitation, broadcasting rights, new media rights, interactive games rights, Sponsor/Exhibitorship rights, merchandising rights, licensing rights, advertising rights and hospitality rights;
 - (f) "Contract" means any contract between ZTZ and the Sponsor/Exhibitor for a Sponsorship Package or Exhibition Package;
 - (g) "Conference" means the Hotel Operations Conference 2019, to be held on the 22nd May at the Montcalm London Marble Arch;
 - (h) "Conference Marks" means the Hotel Operations Conference 2019 Marks and the Designation used singularly or collectively in association with the Conference or in the exercise of the Sponsorship Rights;
 - (i) "Conference Marks Guidelines" means the Hotel Operations Conference 2019 guidelines setting out the technical requirements for the reproduction of the Conference Marks (if any), as these guidelines may be amended by Hotel Operations Conference 2019 from time to time by notice in writing to the Sponsor;
 - (j) "Conference Venue" means the Montcalm London Marble Arch;
 - (k) "Designation" means the designation "[Official Sponsor of the 2019 Hotel Operations Conference 2019]";
 - (l) "Display Area" means the display area specified by Hotel Operations Conference 2019 within the part of the Conference Venue applicable to the relevant Sponsorship/Exhibition Package;
 - (m) "Exhibition Package" means the package of services and benefits identified in the Booking Form and more particularly described in the document entitled "Hotel Operations Conference 2019 Sponsorship Information";
 - (n) "Intellectual Property Rights" means any intellectual property rights of any nature including without limit any copyright, know how, trade secrets, confidential information, trademarks, service marks, trade names and goodwill;
 - (o) "Products" means the products and/or services of the Sponsor/Exhibitor;
 - (p) "Sponsor/Exhibitor" means the person, firm or company entering into a Contract as identified in the relevant Booking Form;
 - (q) "Sponsorship Package" means the package of sponsorship rights, benefits and services identified in the Booking Form and more particularly described in the document entitled "Hotel Operations Conference 2019, Sponsorship Information";
 - (r) "Sponsorship Rights" means the bundle of rights set out in a Sponsorship Package; and
 - (s) "Sponsor's Marks" means the Sponsor/Exhibitor's name together with any artwork, design, logo and trade mark, together with any accompanying words, slogan or text of the Sponsor/Exhibitor as may be notified in writing by the Sponsor/Exhibitor.

2. APPLICATION OF TERMS

- 2.1 The Contract shall be on these Terms and Conditions and the Booking Form to the exclusion of all other terms and conditions (including any terms or conditions which the Sponsor/Exhibitor purports to apply under any purchase order, confirmation of order, specification or other document), 2.2 No terms or conditions endorsed on, delivered with or contained in the Sponsor/Exhibitor's purchase order, confirmation of order, specification or other document shall form part of the Contract simply as a result of such document being referred to in the Contract. 2.3 The Sponsor/Exhibitor acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of Hotel Operations Conference 2019 which is not set out in the Contract. Nothing in this condition shall exclude or limit Hotel Operations Conference 2019 liability for fraudulent misrepresentation. 2.4 Each order or acceptance of a quotation for Sponsorship Packages or Exhibition Packages by the Sponsor/Exhibitor from Hotel Operations Conference 2019 shall be deemed to be an offer by the Sponsor/Exhibitor to buy the same subject to these Terms and Conditions. 2.5 No order placed by the Sponsor/Exhibitor shall be deemed to be accepted by Hotel Operations Conference 2019 until a Booking Form duly executed by Hotel Operations Conference 2019 is issued by Hotel Operations Conference 2019.

3. SPONSORSHIP PACKAGES

- 3.1 Subject to payment of the applicable fee relating to the relevant Sponsorship Package chosen by the Sponsor/Exhibitor (if any) Hotel Operations Conference 2019 shall provide the services and benefits set out in such Sponsorship Package and grant to the Sponsor/Exhibitor the Sponsorship Rights. 3.2 The Sponsor/Exhibitor undertakes to Hotel Operations Conference 2019: (a) to exercise the Sponsorship Rights strictly in accordance with the terms of the Contract. For the avoidance of doubt, the Sponsor/Exhibitor shall not be entitled to use or exploit any of the Commercial Rights (other than the Sponsorship Rights) in any way; (b) to use the Conference Marks and other branding materials provided by Hotel Operations Conference 2019 in accordance with the Conference Marks Guidelines; (c) to apply any legal notices as required by Hotel Operations Conference 2019 or as set out in the Conference Marks Guidelines on all materials and products that incorporate the Conference Marks; (d) to submit to Hotel Operations Conference 2019 for its prior written approval, not to be unreasonably withheld, full details of all the Products and any advertising, promotional or other material or press release which associates the Sponsor/Exhibitor or the Products with the Conference, or which incorporates the Conference Marks, before their distribution, production or sale; (e) to ensure that all materials and the Products promoted, published, distributed or sold and which are associated with the Conference or which incorporate the Conference Marks shall comply in all respects with the information approved in accordance with condition 3.2(i); (f) to ensure that all materials and the Products promoted, published, distributed or sold and which are associated with the Conference or which incorporate the Conference Marks shall be safe and fit for their intended use and shall comply with all relevant statutes, regulations, directives and codes in force; (g) to provide to Hotel Operations Conference 2019, at the Sponsor/Exhibitor's sole cost and expense, all suitable material including artwork of the Sponsor's Marks in a format and within print deadlines reasonably specified by Hotel Operations Conference 2019 for it to be reproduced under the control of Hotel Operations Conference 2019;

- (h) not to apply for registration of any part of the Conference Marks or anything confusingly similar to the Conference Marks as a trade mark for any goods or services;
- (i) not to use the Conference Marks or any part of them or anything confusingly similar to them in its trading or corporate name or otherwise, except as authorised under the Contract;
- (j) not to do or permit anything to be done which might adversely affect any of the Commercial Rights or the value of the Commercial Rights;
- (k) to provide all reasonable assistance to Hotel Operations Conference 2019 in relation to Hotel Operations Conference 2019 exploitation of the Commercial Rights;
- (l) to use its reasonable endeavours to assist Hotel Operations Conference 2019 in protecting the Conference Marks and not to knowingly do, or cause or permit anything to be done, which may prejudice or harm or has the potential to prejudice or harm the Conference Marks or Hotel Operations Conference 2019 title to the Conference Marks or to the image of the Conference, Hotel Operations Conference 2019 or the Conference Venue;
- (m) to notify Hotel Operations Conference 2019 of any suspected infringement of the Conference Marks, but not to take any steps or action whatsoever in relation to that suspected infringement unless requested to do so by Hotel Operations Conference 2019;
- (n) to hold any additional goodwill generated by the Sponsor/Exhibitor for the Conference Marks as bare trustee for Hotel Operations Conference 2019 and to assign the same to Hotel Operations Conference 2019 at any time on request and in any conference following termination of the Contract; 3.3 All rights not expressly granted to the Sponsor under this agreement are reserved to Hotel Operations Conference 2019. The Sponsor/Exhibitor acknowledges and agrees that Hotel Operations Conference 2019 is the owner or controller of the Commercial Rights and of all rights in the Conference Marks. 3.4 The Sponsor/Exhibitor grants and Hotel Operations Conference 2019 accepts a worldwide, non-exclusive, royalty free, sub-licensable licence to use the Sponsor's Marks during the term of the Contract for the delivery of the Sponsorship Rights.

4. EXHIBITION PACKAGES

- 4.1 Subject to the other terms and conditions of the Contract, Hotel Operations Conference 2019 shall permit the Sponsor/Exhibitor to display its Products in the Display Area during the Conference. The Sponsor/Exhibitor shall not display any items other than the Products within the Display Area. 4.2 The Sponsor/Exhibitor acknowledges that it shall occupy space at the Conference Venue as a licensee and that no relationship of landlord and tenant between Hotel Operations Conference 2019 and the Sponsor/Exhibitor is created by the Contract. The Contract is personal to the Sponsor/Exhibitor and only the Sponsor/Exhibitor and its staff may exercise the rights granted to the Sponsor/Exhibitor under the Contract. The Sponsor/Exhibitor may not assign, transfer or novate any of its rights and/or obligations under the Contract to any other person. 4.3 Hotel Operations Conference 2019 retains control, possession and management of the Conference Venue and the Sponsor/Exhibitor has no right to exclude Hotel Operations Conference 2019 from any part of the Conference Venue. Without prejudice to its other rights under the Contract, Hotel Operations Conference 2019 shall be entitled at any time on giving at least 1 hours notice to require the Sponsor/Exhibitor to move from the Display Area to a comparable similar area within the Conference Venue and the Sponsor/Exhibitor shall always comply with any such request.

5. CHARGES AND PAYMENT

- 5.1 In consideration of the rights granted and services provided to the Sponsor/Exhibitor under the Contract, the Sponsor/Exhibitor shall pay to Hotel Operations Conference 2019 the amounts as specified in the Booking Form in accordance with the payment terms set out in the Booking Form. 5.2 All charges are stated exclusive of VAT which if applicable, shall be payable by the Exhibitor in addition at the rate from time to time.

6. OBLIGATIONS OF THE SPONSOR/EXHIBITOR

- 6.1 The Sponsor/Exhibitor shall comply with all applicable laws and regulations relevant to its contract including, but not limited to, relating to the display and promotion of the Products and shall comply with all site policies and procedures of the Conference Venue notified to the Sponsor/Exhibitor from time to time. 6.2 The Sponsor/Exhibitor shall ensure that during the Conference, the Display Area is manned by a suitable number of competent employees. The Sponsor/Exhibitor has no right to make any representation or warranty on the behalf of Hotel Operations Conference 2019. The Sponsor/Exhibitor shall ensure that none of its employees purports to do so nor makes any statement which is derogatory towards Hotel Operations Conference 2019 or any of its products, services or brands. 6.3 At the request of Hotel Operations Conference 2019, the Sponsor/Exhibitor shall exclude/remove from the Conference Venue any person present there at the request or invitation of the Sponsor/Exhibitor where Hotel Operations Conference 2019 deems the continued presence of that person at the Conference Venue to be undesirable. 6.4 The Sponsor/Exhibitor shall ensure that the Products and any fixtures, fittings, furniture etc. which it installs within the Display Area shall comply with all applicable health & safety requirements (including, but not limited to, fire safety). The Sponsor/Exhibitor shall not in any circumstances bring any dangerous or inflammable items into the Conference Venue. At the request of Hotel Operations Conference 2019, the Sponsor/Exhibitor shall immediately remove or make good any item within the Display Area which Hotel Operations Conference 2019 in its absolute discretion deems to constitute an unacceptable risk to health & safety. 6.5 The Sponsor/Exhibitor shall carry out any fitting out of the Display Area during such times as are specified by Hotel Operations Conference 2019 and, at the end of the Conference and upon termination of the Contract, the Sponsor/Exhibitor shall remove all items brought by it into the Conference Venue and shall leave the Display Area in a clean and tidy condition. 6.6 All items brought into the Conference Venue by the Sponsor/Exhibitor are done so entirely at the risk of the Sponsor/Exhibitor and Hotel Operations Conference 2019 shall not be liable for any loss or theft of or damage to any such items however caused. 6.7 The Sponsor/Exhibitor shall maintain in place public and employer liability insurance in respect of all periods of its occupation of the Display Area and shall produce evidence of such insurance cover being in place at the request of Hotel Operations Conference 2019. The Sponsor/Exhibitor shall ensure that such insurance complies with any reasonable requirements as to minimum level of cover which may be specified by Hotel Operations Conference 2019 from time to time.

7. LIABILITY AND INDEMNITY

- 7.1 Save in respect of liability for death or personal injury caused by its negligence, for fraudulent misrepresentation; and for any other forms of liability which it would be illegal or unlawful for Hotel Operations Conference 2019 to seek to limit or exclude its liability for, the entire liability of Hotel Operations Conference 2019 to the Sponsor/Exhibitor under the Contract shall be limited to the value of charges (if any) actually paid by the Sponsor/Exhibitor to Hotel Operations Conference 2019 under the Contract. 7.2 Except as expressly provided in the Contract, neither party shall be liable or responsible for the other hereunder in contract tort or otherwise (including any liability for negligence) for: (a) any loss of revenue, business

contracts anticipated savings or profits, or any loss of use of facilities; or (b) any special indirect or consequential loss howsoever arising. 7.3 In clause 7.2(b) "anticipated savings" means any expense which either party expects to avoid incurring or into incur in a lesser amount than would otherwise have been the case. 7.4 The Sponsor/Exhibitor shall indemnify Hotel Operations Conference 2019 and keep Hotel Operations Conference 2019 indemnified in full against any and all losses, liabilities, costs, claims, demands, expenses and fees (including but without limitation legal and other professional fees), actions, proceedings, judgments awarded and damages suffered or incurred by Hotel Operations Conference 2019 arising out of or in connection with and any all acts, inactions and omissions of the Sponsor/Exhibitor, its employees, agents or sub-contractors in relation to its activities under the Contract.

8. TERMINATION

- 8.1 Subject to earlier termination in accordance with its provisions, the Contract shall remain in force until the end of the Conference. 8.2 Hotel Operations Conference 2019 shall be entitled to immediately terminate the arrangement constituted by the Contract by notice in writing in the event that the Sponsor/Exhibitor: (i) commits any breach of its obligations under the Contract; (ii) ceases to carry on its business, becomes insolvent, enters into liquidation or administration, is declared bankrupt or any similar or analogous event occurs to it; and/or (iii) suffers any change in control whereby control (whether by virtue of ownership of shares or voting rights; ability to control and direct management policies and procedures; or otherwise) of the Sponsor/Exhibitor or any parent or holding company of the Sponsor/Exhibitor changes from the persons having control as at the date of the Contract; and/or (iv) fails to pay to Hotel Operations Conference 2019 any sums payable under the Contract by the due date. 8.3 The Sponsor/Exhibitor shall have the right to terminate the Contract on written notice to Hotel Operations Conference 2019 to be received not less than 90 days prior to the Conference. In the event of such termination, the Sponsor/Exhibitor shall be entitled to a refund of 50% of the amounts paid to Hotel Operations Conference 2019 under the Contract. 8.4 Hotel Operations Conference 2019 shall be entitled to terminate the right of the Sponsor/Exhibitor to exhibit at the Conference provided that Hotel Operations Conference 2019 provides the Sponsor/Exhibitor with at least three months notice. In such circumstances, the sole liability of Hotel Operations Conference 2019 to the Sponsor/Exhibitor will be to refund any advance charges actually paid by the Sponsor/Exhibitor to Hotel Operations Conference 2019 in connection with the Conference in question. 8.5 Termination of the arrangement constituted by the Contract shall not affect the coming into force or continuing in force of any part of the Contract which, whether expressly or by implication, is to survive termination.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1 Hotel Operations Conference 2019 and the Sponsor/Exhibitor acknowledge as follows: (a) all Intellectual Property Rights in the Sponsor's Marks shall be the sole and exclusive property of the Sponsor/Exhibitor, together with any goodwill, and the Organiser shall not acquire any rights in the Sponsor's Marks, including any developments or variations; and (b) all Intellectual Property Rights in the Conference Marks shall be the sole and exclusive property of the Organiser and the Sponsor shall not acquire any rights in the Conference Marks, including any developments or variations; 9.2 The Sponsor/Exhibitor shall indemnify and keep indemnified Hotel Operations Conference 2019 from and against all claims, damages, losses, costs (including all reasonable legal costs), expenses, demands or liabilities arising out of any claim that the Hotel Operations Conference 2019's use of the Sponsor's Marks is in accordance with the Contract infringes any Intellectual Property Rights or moral rights of any third party. 9.3 Hotel Operations Conference 2019 shall indemnify and keep indemnified the Sponsor/Exhibitor from and against all claims, damages, losses, costs (including all reasonable legal costs), expenses, demands or liabilities arising out of any claim that the Sponsor/Exhibitor use of the Conference Marks in accordance with the Contract infringe any Intellectual Property Rights or moral rights of any third party. The limits and exclusions set out in clause 7 shall not apply to this indemnity. 9.4 The party seeking to rely on an indemnity at condition 9.2 and condition 9.3 (Indemnified Party) shall: (a) promptly and fully notify the other party (Indemnifying Party) of any third-party claim in respect of which it wishes to rely on the indemnity (IPR Claim); (b) allow the Indemnifying Party, at its own cost, to conduct all negotiations and proceedings and to settle the IPR Claim, always provided that the Indemnifying Party shall obtain the Indemnified Party's prior approval of any settlement terms, which is not to be unreasonably withheld; (c) provide the Indemnifying Party with any reasonable assistance regarding the IPR Claim as is required by the Indemnifying Party, subject to reimbursement by the Indemnifying Party of the Indemnified Party's costs so incurred; and (d) not, without prior consultation with the Indemnifying Party, make any admission relating to the IPR Claim or attempt to settle it, provided that the Indemnifying Party considers and defends any IPR Claim diligently and in a way that does not bring the reputation of the Indemnified Party into disrepute.

10. GENERAL

- 10.1 Hotel Operations Conference 2019 nor the Sponsor/Exhibitor shall be liable for any failure or delay in performing its obligations where such failure or delay results from any cause that is beyond the reasonable control of that party. Such causes include, but are not limited to: power failure, industrial action, civil unrest, fire, flood, storms, earthquakes, volcanic ash clouds, acts of terrorism, acts of war, governmental action, acts of god or any other event that is beyond the control of the party in question. 10.2 No amendment or variation to the Contract shall be effective unless made in writing and signed on behalf of each party. 10.3 Any notice given under or in connection with the Contract shall not be effective unless given in writing and delivered by: registered post (effective two business days after posting) or personal delivery (effective at the time of delivery). 10.4 Headings are used in the Contract for convenience only and shall not affect the interpretation of any particular provision. 10.5 No delay or failure by either party in exercising or pursuing any claim, right or remedy arising under the Contract or from any breach by a party of any of its obligations under the Contract shall operate or be construed as a waiver thereof, nor shall the rights and remedies of either party under the Contract be in any way extinguished or diminished by the granting of any indulgence, forbearance or extension of time by that party and a single or partial exercise of any right or remedy shall not prevent any further or other exercise of the exercise of any other right or remedy by that party. 10.6 If any part of the Contract is found by any competent Court or authority to be illegal, invalid or unenforceable, the parties agree that they will substitute provisions in a form as similar to the offending provisions as is possible without rendering them illegal, invalid or unenforceable. 10.7 A person who is not a party to the Contract shall have no right to enforce any of the Contract pursuant to the Contracts (Rights of Third Parties) Act 1999 (as amended from time to time). 10.8 Nothing contained in the Contract shall create a partnership, relationship of principal and agent, landlord and tenant or any other fiduciary relationship between the parties who are with respect to each other independent contractors. 10.9 The Contract shall be governed by and construed in accordance with English Law (save in respect of the enforcement of any judgment) the parties agree to submit to the exclusive jurisdiction.