



October 24, 2025

Ms. Paola de La Roche

Executive Director

American Business Council LTD

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E: communications@amchamkuwait.org

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Crowne Plaza Al Thuraya City,
Holiday Inn Business Center,
Airport Road, Farwaniya,
03rd Floor, 81006,
Kuwait

Dear **Ms. Paola de La Roche**,

On behalf of **Fairmont The Palm Hotel**, we would like to thank you for considering our hotels as your partners for the coming year.

We are pleased to offer **American Business Council LTD** our individual corporate rate agreement tailored to meet your specific requirements. This agreement covers a variety of rooms and suites.

We are delighted to extend to you our "Preferred Corporate Rate Agreement" commencing **24th October 2025 to 31st December 2026**.

We look forward to developing a mutually beneficial relationship in the years to come.

Sincerely,

Amir Agag

Sales Executive – Corporate

Fairmont The Palm

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2025-2026 Discounted Dynamic Rates

Fairmont The Palm	20% reduction from Flexible Best Available Rate of the Day on Accor website (Not combined with any offers). *Discount is subject to hotel availability
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CORPORATE RATES INCLUSIONS:

The above stated discounted corporate rates shall include the following as part of the offered price:

- Complimentary Wi-Fi
- Access to fitness facilities
- All rates are in UAE Dirhams and are subject to 7% municipality fees, 10% service charge, AED 20 Tourism Dirham and 5% VAT (calculated on room rate + 10% service charge) per room per night.

Corporate contracted rates are subject to availability and based on Non Last Room Availability (NLRA).

BLACK OUT DATES / SPECIAL EVENT DATES:

The below additional supplemental charges will be applied to the Corporate Rates, when reservations occur during the below stated black-out dates or special event dates.

FAIRMONT THE PALM BLACKOUT DATES 2025			
OCCASION	START DATE	END DATE	Discount %
FESTIVE (NEW YEAR'S EVE)	28-Dec-25	31-Dec-25	Discount is subject to hotel availability

FAIRMONT THE PALM BLACKOUT DATES 2026			
OCCASION	START DATE	END DATE	Discount %
NEW YEAR'S EVE	1-Jan-26	1-Jan-26	Discount is subject to hotel availability
GULFOOD	26-Jan-26	30-Jan-26	
EASTER HOLIDAYS	30-Mar-26	10-Apr-26	
FESTIVE (NEW YEAR'S EVE)	28-Dec-26	31-Dec-26	

Please note over Blackout Dates/Festive peak period, full prepayment is required and non-refundable cancellation policy applies.

NB: Blackout dates/special event dates and associated supplements charges are subject to change at the Hotel's discretion and will be notified to the Company in writing at least thirty (30) days prior to such change.



ADDITIONAL BENEFITS:

Standard Room Categories

- Nespresso coffee maker and tea making facilities
- Interactive LED television
- In-room safe
- Fairmont bathrobes
- Weighing scale
- Hair dryer; iron and ironing board
- International Adapter on request

Fairmont Gold Benefits for Gold Rooms

- Dedicated check-in and check-out area located on the 9th floor with sweeping views of the Arabian Gulf.
- Access to the Fairmont Gold lounge offering a range of complimentary services:
 - Arabic and European breakfast buffet from 7:00 am – 10:30 am
 - Afternoon coffee and sweets from 2 pm - 4 pm
 - Evening drinks and hors d'oeuvres (Happy Hour) from 5pm - 7pm
 - Wireless Internet access in the Fairmont Gold lounge
- Complimentary high-speed Internet access in Fairmont Gold guestrooms
- Upgraded room amenities
- A selection of multilingual publications and complimentary newspapers (national or local newspapers) are available upon request



HOTEL TERMS AND CONDITIONS

ARTICLE 1 - TERM

This Agreement shall be effective from **24th October 2025** until **31st December 2026**. At the end of this Term, this Agreement will be automatically terminated unless the Parties agree to renew it, subject to new terms and conditions.

ARTICLE 2 - RATES APPLICABILITY

2.1 Corporate Rates

The Corporate Rates are quoted in **AED** per room and per night. The Corporate Rates are based on a minimum of **50** room night's annual production.

The Hotel will review the room night production on an annual basis and reserves the right to re-negotiate or withdraw this Agreement, subject to the performance of the Company.

The Corporate Rate might be applicable to the extended stays (subject to the hotel availability).

2.2 Corporate Rates exclusions

The Corporate Rates may not be combined with any other offers published at the Hotel. The Corporate Rates do not apply to:

- Blackout dates and special events dates.
- Group Bookings (8 rooms or more).

2.3 Taxes

When the Corporate Rates are exclusive of any taxes, the negotiated rates will be billed with the value added tax ("**VAT**"), goods and services tax ("**GST**") and/or any other taxes, fees and levies applicable in the Country at the date of the payment of the reservation. The VAT, GST or any other taxes and levies added are subject to change upon request of the Country's local authorities.

ARTICLE 3 – RESERVATION CHANNELS.

To make a reservation, Company is required to use the following channels:

- a) For 'offline' reservations, please refer to contact details at the end of the contract.
- b) For online reservations, Company to access negotiated rates via Accor business travel pages:
 - <https://businesstravel.accor.com/gb/middle-east/index.shtml>
- c) For Accor reservation center, company to refer to contact details at the end of the contract.
- d) Appointed travel agents/travel management companies and/or self-booking tool if applicable (for GDS loading request, please coordinate with the Hotel's sales contact).



ARTICLE 4 – CHECK IN/CHECK OUT

Standard check-in time is 3:00 pm; and Standard check-out time is 12:00pm.

Early check-in: for guaranteed early arrival, room can be pre-registered for the previous night and one night charge will apply; subject to availability.

Late check-out: subject to availability and is based on below:

- 12:00 pm – 6:00 pm: 50% charge will be applicable, subject to availability.
- 6:00pm onwards: Full night's charge will be applicable, subject to availability.

GUARANTY POLICY

- All reservations must be guaranteed to the traveler's credit card.
- Reservations during peak periods are subject to a deposit policy. The hotel will advise details of the same at the time of booking.

ARTICLE 5 – CANCELLATION/ NO-SHOWS

- For non-blackout dates - Cancellations received 24 hours prior to arrival will not be charged. Cancellations received within 24 hours from time of arrival will be charged for one (1) night's accommodation.
- Late cancellations and 'no-shows' will incur a one night charge.
- For early departure, the Hotel reserves the right to charge for one night's stay.
- Non-guaranteed reservations will be released before the day of expected arrival.
- For Blackout dates – any cancellation will be charged full expected duration period.
- Late cancellations and 'no-shows' will be charged full expected duration period.
- For early departure, will be charged full expected duration period.
- Non-guaranteed reservations will be released before the day of expected arrival.

NO SHOW POLICY

- For non-blackout dates – Non-arrivals will be charged for one (1) night's accommodation.
- For blackout dates – Non-arrivals will be charged full expected duration period

ARTICLE 6 – UNAVAILABILITY OF ROOMS

In the case of an exceptional event including but not limited to a Force Majeure Event, the Hotel reserves the right to accommodate any guest in a nearby hotel of an equivalent category, without any price supplement. In such cases the expenses relating to the transfer (additional cost of the rooms, the transportation and a phone call) between the two hotels shall be payable by the Hotel. The Hotel shall not be liable for any other compensation whatsoever.

ARTICLE 7– INVOICING – PAYMENT

7.1 Payment

The guest is required to provide a valid credit card guarantee or cash deposit upon check-in.

All room charges must be settled on departure unless charged to established Company's credit facility approved by the finance department of the Hotel.

Rates are offered in the currency per room per night and shall be payable in same currency.



All extra charges incurred by the guest will be settled prior to check-out with credit card or cash.

The Hotel shall have the right to amend any taxes or municipality fees if there is any change in the general rate of taxes or municipality fees. This may be changed without prior notice at the Hotel's discretion at any time. No rate adjustment will be possible after check-in.

The Company shall be responsible for all bank transfer charges. All bank transfers to be made to the Hotel shall, unless otherwise advised by the Hotel, be made to the Hotel's Bank Account.

7.2 Credit facilities

Should the Company wish to have the credit facilities, the Company shall complete the Hotel's standard credit application form.

If the Company obtains a credit facility approval by the finance department of the Hotel, invoice received by the Company must be settled no later than thirty (30) days from the invoice date.

ARTICLE 8 – CONFIDENTIALITY

Except as expressly provided in this Agreement, neither Party shall disclose the terms and conditions of this Agreement other than its existence and duration, nor any matters relating to the course of dealings between the Parties, including proprietary information (collectively referred to as "**Confidential Information**"), to any third parties without the prior written approval of the other party.

Notwithstanding the foregoing, the receiving Party may disclose Confidential Information in response to the order, requirement, request of a court, administrative agency, or other governmental body, to such extent only as is necessary for the purposes contemplated by this Agreement, or as is required by law and subject in each case to the receiving Party using its best endeavors to ensure that the receiving person keeps the same confidential and does not use the same except for the purposes for which the disclosure is made.

This provision shall apply for all the duration of this Agreement and for one (1) year after its expiry or termination date.

9. PERSONAL DATA PROTECTION

Each Party acknowledges that any reservation at the Hotel implies the collection and the processing of personal data (as defined in EU General Data Protection Regulation (**GDPR**)) pertaining to the guests (the "**Personal Data**").

When guests book a stay at the Hotel, the Hotel acts as a data controller regarding the Personal Data they provide. These data will be processed in accordance with GDPR.

Each Party warrants to collect, process and store Personal Data in compliance with Data Protection Legislation.

ARTICLE 10 – TERMINATION

Either Party shall be entitled to terminate this Agreement without cause by thirty (30) days' written notice to the other Party.

Either Party shall be entitled to terminate this Agreement with immediate effect if:



- The other Party commits any breach of any of the provisions of this Agreement and, in the case of a breach capable of remedy, fails to remedy the same within thirty (30) days after receipt of a written notice requiring the breach to be remedied;
- The other Party goes into liquidation procedures; or
- The other Party ceases to carry on business.

The rights to terminate this Agreement shall be without prejudice to any other right or remedy of either party in respect of the breach concerned (if any) or any other breach.

Upon termination of this Agreement for whatever reason, each Party shall destroy or deliver to the other Party all of such other Party's Confidential Information that such Party may have in its possession or control.

ARTICLE 11 – FORCE MAJEURE

If either Party is affected by a Force Majeure Event, it shall forthwith notify the other Party of the nature and extent thereof. Neither Party shall be deemed to be in breach of this Agreement, or otherwise be liable to the other, by reason of any delay in performance, or non-performance, of any of its obligations hereunder to the extent that such delay or non-performance is due to any Force Majeure Event, notified to the other Party.

Unless otherwise agreed between the Parties, if the Force Majeure Event persists for more than thirty (30) days, either Party may terminate the Agreement upon a thirty (30) days' notice in writing.

ARTICLE 12 – LIABILITY

The Company is liable for any claim, costs, expenses, damage (bodily, material, financial losses) caused to the Hotel or any third parties, resulting from the failure of the Company to perform any of its obligations under this Agreement or otherwise caused by any faulty act or omission of the Company or its affiliates.

The Company shall hold the Hotel, Accor, its affiliates, subsidiaries and employees harmless from and against any claim resulting from the failure of the Company to perform any of its obligations under this Agreement or otherwise caused by any faulty act or omission of the Company or its affiliates.

ARTICLE 13 – WAIVER

No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

ARTICLE 14 – SEVERANCE

If any provision of this Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision



shall, to the extent required, be deemed not to form part of this Agreement, and the validity and enforceability of the other provisions of this Agreement shall not be affected.

ARTICLE 15 – GOVERNING LAW AND JURISDICTION

The laws of the Country shall govern this Agreement, without giving effect to its principles of conflict of laws.

Any dispute between the Parties arising out from the execution of this Agreement shall be submitted to the jurisdiction of the courts of the United Arab Emirates.

All bookings made by the Company or any of its guests at the Hotel are subject to the Hotel's booking terms and conditions which will be communicated at the time of reservation.

Conditions of acceptance

We would appreciate your approval prior to this date, **24th October 2025** in order to confirm the agreement. For any further assistance regarding this contract, please feel free to contact the undersigned on email: **amir.agag@fairmont.com**

As the authorized representative for **American Business Council LTD** your signature on the original proposal will confirm your agreement with the arrangements outlined. This arrangement is binding once a signed copy is returned, countersigned by the Cluster to you.

Sincerely,

On behalf of **Fairmont The Palm**

On behalf of **American Business Council LTD**

(Signature)

Amir Agag

Sales Executive – Corporate

Date: _____

(Signature)

Paola de La Roche

Executive Director

Date: **Oct. 26th, 2025**

(Signature)

Valerie Charlier

Director of Sales



<u>Key Contacts</u>	
Sales Office	Reservations Offices
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