

TERMS & CONDITIONS OF MEMBERSHIP FOR HOTEL OWNERS

Hospitality Guaranteed Limited offers hotel owners and/or operators the opportunity to advertise and market their hotels in a national database to a range of potential customers on a specialised web site promoting conference facilities at www.conferencestop.co.uk. By subscribing as a Member you agree to adhere to these terms and conditions and our policies in place from time to time.

1. INTERPRETATION

1.1 The following definitions and rules of interpretation apply in these terms and conditions (**Conditions**).

Application Form: the on-line form completed by you applying to become a Member.

CMS: the content management system provided by HGL to the Member for management of the Data Page.

Commencement Date: shall be the date on which the Member's Data Page goes live on the Website.

Customer: the end customer or visitor to the Website who may enter into a Contract to hire conference facilities (which may also include booking accommodation).

Customer Contract: the legal contract provided by the Member binding a Customer to hire the Member's conference facilities (which may also include accommodation).

Data Page: the page on the Website advertising the Member's facilities.

Data Page Material: all Documents, information and materials provided by the Member relating to the Hotel including (without limitation), all details, specifications, pictures and prices required to enable HGL to advertise the Member's facilities on the Website .

Document: includes, without limitation, in addition to any document in writing, any drawing, map, plan, diagram, design, picture, photograph or other image, tape, disk or other device or record embodying information in any form.

Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Interest Rate: the rate of 4% per annum above the base rate from time to time of Barclays Bank plc.

Member: the person, firm or company whose application for membership of the Website has been accepted by HGL.

Password: the initial password issued to the Member by HGL and any alteration to that password by the Member enabling access to the Data Page.

HGL: Hospitality Guaranteed Limited a company registered in England and Wales (CRN 5839034) whose registered office is at The Old Brewery, Castle Eden, County Durham, TS27 4SU

Website: the online website www.conferencestop.co.uk owned by HGL to facilitate the advertisement and promotion of conference facilities.

Website Agreement: the legally binding agreement made between HGL and the Member pursuant to clause a which incorporates these conditions.

Username: the unique username for the Member issued by HGL.

- 1.2 Headings in these Conditions shall not affect interpretation of them.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.5 A reference to **writing** or **written** includes faxes and e-mail.
- 1.6 Any obligation in the Conditions on a person not to do something includes, without limitation, an obligation not to agree, allow, permit or acquiesce in that thing being done.
- 1.7 References to Conditions are to the Conditions.

2. APPLICATION OF CONDITIONS

- 2.1 These Conditions shall:
 - (a) apply to and be incorporated into the agreement made between HGL and the Member on acceptance by HGL of the application for membership of the Website; and
 - (b) prevail over any inconsistent terms or conditions contained, or referred to, in any Document supplied by the Member, or the Data Page Material, or implied by law, trade custom, practice or course of dealing.

- 2.2 HGL reserves the right to amend the Conditions from time to time and shall notify Members of any changes by posting them on the Website.

3. COMMENCEMENT AND DURATION

The Website Agreement shall commence on the Commencement Date and shall continue in force until determined in accordance with clause 11.

4. HGL'S OBLIGATIONS

4.1 HGL shall:

- (a) provide the CMS;
- (b) supply the Member with a Password and Username which will enable the Member to gain access to the Data Page;
- (c) subject to approval of content upload the Data Page to the Website;
- (d) send to the Member enquiries in relation to booking the Member's conferencing facilities (which may also include booking accommodation) via an online notification system with an online reply form to be completed by the Member;
- (e) once the Member has completed the online reply form confirming the package available for hire of its conference facilities (which may also include booking accommodation), HGL shall send the details of the package to the Customer;
- (f) in the event that a Customer wishes to hire the conference facilities (which may also include booking accommodation), send to a Customer via email a Customer Contract for signature. A copy of the signed Customer Contract will be provided to the Member either directly by the Customer or via HGL;
- (g) where it has an existing contractual relationship with a Customer and at the Customer's request, make payment on behalf of the Customer to hire the Member's conference facilities (which may also include booking accommodation). In such circumstances HGL shall send to the Customer a copy of the Member's cancellation policy agreed between HGL and the Member in relation to that particular booking;
- (h) use reasonable endeavours to maintain the Website at all times, subject always to the Member acknowledging that the Website may at times become unavailable due to unforeseen technical reasons through no fault or control of HGL.

5. MEMBER'S OBLIGATIONS

5.1 The Member shall:

- (a) pay commissions to HGL when due;
- (b) provide to HGL, in a timely manner, such Data Page Material and other information as HGL may reasonably require and in such technical format as HGL requires and ensure that it is accurate in all respects;
- (c) be solely responsible for the monitoring of its emails and CMS notifications received from HGL from time to time;
- (d) ensure the prompt completion and return of online reply forms received from HGL;
- (e) to notify HGL within 48 hours of the conference facilities becoming unavailable temporarily or permanently for whatever reason;
- (f) ensure that it sends a copy of its cancellation policy (if not set out clearly in the Customer Contract) to any Customer hiring its conference facilities where payment has been made directly to the Member by the Customer;
- (g) obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to the provision or use of Data Page Material or hiring of conference facilities and/or accommodation in accordance with the Website Agreement;
- (h) ensure that all information displayed on the Data Page is accurate, true and up-to-date at all times;
- (i) pay interest at the Interest Rate on all sums due to HGL from the due date for payment until actual payment;
- (j) not actively solicit business directly from the Customer while it remains a Member or within two years of it ceasing to be a Member.

5.2 The Member warrants that at all times;

- (a) each and any Data Page shall not infringe the Intellectual Property Rights or any other rights of any third party;
- (b) each and any Data Page shall not be defamatory of any third party;
- (c) each and any Data Page shall fully comply with all applicable laws, rules, regulations, industry codes of practice, and guidelines, whether relating to advertising, online trade, electronic marketing and communications, or otherwise within the jurisdictions which the users of the Website reside;
- (d) it has checked or will check each Data Page prior to release to HGL to ensure that its transmission will not be illegal or otherwise legally actionable within any jurisdiction in which the users of the Website may reside;
- (e) it is legally entitled to advertise its facilities on the Website; and
- (f) it shall pay to HGL an agreed commission in respect of each Customer booking (whether for conference facilities or accommodation) which shall

be payable 30 days from the date of the invoice delivered by HGL. Payment shall be made via cheque or BACS.

- 5.3 The Member hereby agrees to indemnify HGL harmless against all costs, claims, expenses and losses, whatsoever and howsoever caused that HGL may suffer as a result of any breach by the Member of any of the provisions of clauses 5.1 and/or 5.2.
- 5.4 If HGL's performance of its obligations under the Conditions is prevented or delayed by any act or omission of the Member, its agents, subcontractors, consultants or employees, HGL shall not be liable for any costs, charges or losses sustained or incurred by the Member arising directly or indirectly from such prevention or delay.
- 5.5 The Member shall be liable to pay to HGL, on demand, all reasonable costs, charges or losses sustained or incurred by HGL (including, without limitation, any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) arising directly or indirectly from the Member's fraud, negligence, failure to perform or delay in the performance of any of its obligations under the Conditions, subject to HGL confirming such costs, charges and losses to the Member in writing.

6. CMS AND DATA PAGE

- 6.1 The Username and Password shall enable access to the Data Page for the Member via the CMS.
- 6.2 The Member must keep the Password secure and secret at all times and shall immediately notify HGL if the Password becomes compromised. The Member shall indemnify and hold HGL harmless against all costs, losses, expenses and demands resulting from a failure by the Member to keep the Password secure.
- 6.3 Any amendments made to the Data Page by the Member shall require prior approval from HGL before being uploaded to the Site. HGL shall use reasonable endeavours to review such amendments within 24 hours of receipt from the Member, and, if deemed appropriate, upload them to the Website. In the event that HGL does not consider it appropriate to upload such amendments to the Website the Member shall be notified via email.
- 6.4 The Member shall be responsible for the maintenance of the Data Page and shall ensure that:
- (a) the information contained on the Data Page:
 - (i) is accurate and is not false or misleading;

- (ii) is not offensive, indecent, obscene, pornographic, abusive, defamatory or likely to offend;
- (iii) is not fraudulent or advertising a false venue;
- (iv) shall not contain a virus of any sort; and
- (v) shall not be in breach of any regulations, laws (including regulations and laws relating to e-commerce, distance selling, sale of goods or supply of services, data protection, import or export, consumer control or advertising).

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1 As between the Member and HGL, all Intellectual Property Rights and all other rights in the Website shall be owned by HGL or its licensors (as appropriate). Subject to Condition 7.2, HGL licenses all such rights to the Member free of charge and on a non-exclusive, worldwide basis to such extent as is necessary to enable the Member to make reasonable use of the Website. On termination of the Website Agreement, this licence shall automatically terminate.
- 7.2 The Member hereby grants a licence, free of charge and on a worldwide basis to HGL to use all the Member's Intellectual Property Rights contained in the Data Page.
- 7.3 The parties acknowledge that the functionality and appearance of the Website (including the Data Page) shall be the responsibility and property of HGL and it shall change or request amendment to the Website (including the Data Page) at its absolute discretion.

8. CONFIDENTIALITY

- 8.1 The Member undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of HGL, except as permitted by Condition 8.2.
- 8.2 The Member may disclose HGL's confidential information:
- (a) to its employees who need to know such information for the purposes of carrying out its obligations under this agreement. The Member shall ensure that its employees to whom it discloses HGL's confidential information shall comply with this Condition 8; and
 - (b) as may be required by law, court order or any governmental or regulatory authority.
- 8.3 No party shall use any other party's confidential information for any purpose other than to perform its obligations under this agreement.

9. LIMITATION OF LIABILITY - THE MEMBER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CONDITION

9.1 This condition 9 sets out the entire financial liability of HGL (including any liability for the acts or omissions of its employees, agents, consultants, and subcontractors) to the Member in respect of:

- (a) any breach of the Website Agreement;
- (b) any use made by the Member of the Website; and
- (c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Website Agreement.

9.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Website Agreement.

9.3 Nothing in these Conditions limits or excludes the liability of HGL:

- (a) for death or personal injury resulting from negligence; or
- (b) for any damage or liability incurred by the Member as a result of fraud or fraudulent misrepresentation by HGL.

9.4 Subject to Condition 9.2 and Condition 9.3

- (a) HGL shall not be liable to the Member for:
 - (i) loss of profits; or
 - (ii) loss of business; or
 - (iii) depletion of goodwill and/or similar losses; or
 - (iv) loss of anticipated savings; or
 - (v) loss of goods; or
 - (vi) loss of contract; or
 - (vii) loss of use; or
 - (viii) loss of corruption of data or information; or
 - (ix) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.
- (b) HGL's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance, or contemplated performance, of the Website Agreement shall be limited to any commission paid to it by the Member in the previous 12 months.

- 9.5 HGL is not obliged to procure and has no responsibility for any Customer Contract entered in to between the Member and the Customer as a result of the Member's facilities being advertised on the Website.

10. DATA PROTECTION

The Member warrants that it will comply with the Data Protection Act 1998 and the Privacy Policy of HGL's privacy policy (as amended from time to time) at all times and shall indemnify and hold HGL harmless against all losses, demands, charges and expenses HGL incurs as a result of a breach by the Member of this Condition 10.

11. TERMINATION

- 11.1 Without prejudice to any other rights or remedies which the parties may have, either party may terminate the Website Agreement without liability to the other on giving the other not less than 1 months written notice or immediately on giving notice to the other if:

- (a) the other party fails to pay any amount due under the Website Agreement on the due date for payment and remains in default for more than seven days after being notified in writing to make such payment; or
- (b) the other party commits a material breach of any of the terms of the Website Agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or
- (c) the other party repeatedly breaches any of the terms of the Website Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Website Agreement; or
- (d) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being a natural person) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply; or
- (e) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party; or
- (f) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or on connection with the winding up of that other party other

than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

- (g) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party; or
- (h) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Condition d to Condition 11.1g (inclusive); or
- (i) the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.

11.2 Notwithstanding Condition 11.1, HGL may suspend the Member's subscription to the Website and remove the Data Page from the Website in the event that:

- (a) the Member is in breach of its obligations set out in Conditions 5,6,7 and 8.
- (b) there is a justifiable complaint by a Customer against the Member.

11.3 On termination of the Website Agreement for any reason:

- (a) the Member shall immediately pay to HGL all of HGL's outstanding unpaid commission and interest and the Interest Rate; and
- (b) the accrued rights and liabilities of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected.

11.4 On termination of the Website Agreement (however arising), the following Conditions shall survive and continue in full force and effect:

- (a) Condition 7 (Intellectual Property Rights);
- (b) Condition 8 (Confidentiality)
- (c) Condition 9 (Limitation of Liability);
- (d) Condition 10 (Data Protection);
- (e) Condition 12 (Force Majeure) ; and
- (f) Condition 20 (Governing Law and Jurisdiction).

12. FORCE MAJEURE

HGL shall have no liability to the Member under the Website Agreement if it is prevented from, or delayed in performing, its obligations under the Website Agreement or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including (without limitation) strikes, lock-outs or

other industrial disputes (whether involving the workforce of HGL or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

13. WAIVER

13.1 A waiver of any right under the Website Agreement is only effective if it is in writing and it applies only to the circumstances for which it is given. No failure or delay by a party in exercising any right or remedy under the Website Agreement or by law shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. 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.

13.2 Unless specifically provided otherwise, rights arising under the Website Agreement are cumulative and do not exclude rights provided by law.

14. SEVERANCE

14.1 If any provision of the Website 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 the Website Agreement, and the validity and enforceability of the other provisions of the Website Agreement shall not be affected.

14.2 If a provision of the Website Agreement (or part of any provision) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

15. ENTIRE AGREEMENT

15.1 The Website Agreement constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.

15.2 Each party acknowledges that, in entering into the Website Agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) (other than for breach of contract).

15.3 Nothing in this condition shall limit or exclude any liability for fraud.

16. ASSIGNMENT

- 16.1 The Member shall not, without the prior written consent of HGL, assign, transfer, charge, mortgage, subcontract or deal in any other manner with all or any of its rights or obligations under the Website Agreement.
- 16.2 HGL may at any time assign, transfer, charge, mortgage, subcontract or deal in any other manner with all or any of its rights under the Website Agreement and may subcontract or delegate in any manner any or all of its obligations under the Website Agreement to any third party or agent.
- 16.3 Each party that has rights under the Website Agreement is acting on its own behalf and not for the benefit of another person.

17. NO PARTNERSHIP

Nothing in the Website Agreement is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties. The Member shall have no authority to act as agent for, or to bind, HGL in any way.

18. RIGHTS OF THIRD PARTIES

A person who is not a party to the Website Agreement shall not have any rights under or in connection with it.

19. NOTICES

- 19.1 When using our site, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing.
- 19.2 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

20. GOVERNING LAW AND JURISDICTION

- 20.1 The Website Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the law of England and Wales.

20.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, the Website Agreement or its subject matter or formation (including non-contractual disputes or claims).