

TERMS & CONDITIONS OF MEMBERSHIP FOR CUSTOMERS

TERMS OF USE – CUSTOMERS OF THE SITE

INTRODUCTION

This page (together with our Website Terms of Use www.hgonestop.co.uk/website_terms_of_use and Privacy Policy www.hgonestop.co.uk/privacy_policy) sets out the terms on which Hospitality Guaranteed Limited offers its services to Clients.

HG operates a specialised website (www.hgonestop.co.uk) offering accommodation, events and conference facility sourcing services with hotel owner/operators registered in HG's national database

By applying to become a member of the website you are agreeing to use HG's service in accordance with these terms and conditions and HG's policies in place from time to time. You should understand that by registering with HG's website and becoming a member you are agreeing to be bound by these terms and conditions of membership.

You should print a copy of these terms and conditions for reference.

Please click on the button marked "I Accept" at the end of these terms if you accept them. Please understand that if you refuse to accept these terms, you will not be able to register as a Client on the website and access to certain pages and services may be limited.

1. INTERPRETATION

1.1 The following definitions and rules of interpretation apply in these terms and conditions which include the introductory paragraphs (**Conditions**).

Application Form: the on-line application form to become a Client which also contains a Service Request Form.

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

Commencement Date: the date on which HG confirms to the Client acceptance of the Application Form.

Contract: the legal contract provided by the Venue Operator binding the Client to hire the Venue Operator's Facilities.

Data Page: a secure dedicated page on the Website containing a Client's details where personalised data is stored including any emails between HG and that Client and Proposals created on behalf of that Client.

Facilities: conferencing facilities; accommodation; room hire and any other services or venues offered by the Venue Operator.

HG: Hospitality Guaranteed Limited a company registered in England and Wales (CRN 5839034) whose registered office is at Unit 10 Chapel Road South, Wynyard Avenue, Wynyard, Billingham, TS22 5TB.

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.

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

Proposal: the proposal produced by HG setting out the most suitable Facilities available from a Venue Operator (matching the requirements set out in the Application Form) at the rates negotiated by HG.

[Service Level: the level of HG Services chosen by the Client [in its Service Request form], including Fully Managed Services, Part Managed and Self Managed.]

Service Request Form: the on-line form submitted to HG by a Client setting out the Facility requirements.

Username: the unique username for the Client issued by HG.

Venue Operator: the owner and/or legal operator of the hotel providing conference facilities/accommodation as registered subscriber to the Website.

Website: the online website www.hgonestop.co.uk or any other domain name from time to time operated by HG providing service sourcing Facilities at hotels owned and/or operated by Venue Operators.

Website Agreement: the legally binding agreement made between HG and the Client which incorporates these conditions.

- 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 **writing** or **written** includes faxes and e-mail.
- 1.5 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.

1.6 References to Conditions are to the Conditions.

2. APPLICATION OF CONDITIONS

2.1 These Conditions:

- (a) apply to and are incorporated into the agreement made between HG and the Client on acceptance by HG of the application for membership of the Website;
- (b) apply to each Proposal; and
- (c) prevail over any inconsistent terms or conditions contained, or referred to, in any document supplied by the Client, or implied by law, trade custom, practice or course of dealing.

2.2 HG reserves the right to amend the Conditions from time to time and shall notify Clients 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 (Suspension & Termination).

4. HG'S OBLIGATIONS

CM Note – please consider 4.1 and confirm these all remain accurate in line with the new format.

4.1 HG shall provide services to the Client as set out below:

- (a) upon receipt of the Application Form HG shall contact the Client to confirm or deny the application to become a Client;
- (b) [upon receipt of a Service Request Form a representative of HG shall contact the Client by telephone to acknowledge safe receipt and acceptance of the Client's offer for the purchase of services;
- (c) upon receipt of Service Request Form, create a Proposal which shall be made available to the Client via its Data Page and a copy shall be emailed to the Client;
- (d) upon the Client's acceptance of the Proposal via its Data Page, HG shall email to the Client confirmation of the booking and a Contract for signature;
- (e) if a Client has an existing contractual relationship with HG for the provision of Facilities HG shall, in accordance with the terms of the existing contract, make payment directly to the Venue Operator on the Client's behalf to hire the Venue Operator's conference facilities (which may also include booking

accommodation). In such circumstances HG shall send to the Client a copy of the Venue Operator's cancellation policy

- (f) provide the specific services as advertised from time to time by HG appropriate to the chosen Service Level]; and
- (g) use reasonable endeavours to maintain the Website at all times, subject always to the Client accepting that the Website may at times become unavailable.

5. CLIENT'S OBLIGATIONS

5.1 The Client shall:

- (a) ensure that the Application Form is completed fully and accurately before submission to HG;
- (b) ensure that Service Request Forms are completed fully and accurately before submission to HG;
- (c) check the details of the booking confirmation sent to the Client by HG to ensure all of the details are accurate and in the event of an error immediately notify HG;
- (d) upon receipt of the Contract promptly sign and return it to HG;
- (e) ensure that it carefully reviews the terms of the Venue Operator's cancellation policy; if in the event that the Client uses the Proposal provided by HG to book directly with the Venue Operator, the Client shall pay to HG 10% of the final invoice charged by the Venue Operator for hire of the conference facility within 14 days of receipt of that invoice;
- (f) reimburse HG for any payments made by HG in accordance with clause 4.1(e), which, for the avoidance of doubt, shall include any cancellation charges. The terms of payment shall be governed by the existing contract between HG and the Client; and
- (g) where applicable pay interest at the Interest Rate on all sums due to HG from the due date for payment until actual payment

5.2 A Client shall indemnify and hold HG harmless against all costs, claims, expenses and losses, whatsoever and howsoever caused that HG may suffer as a result of any breach by that Client of any of the provisions of clause 5.1.

5.3 If HG's performance of its obligations under the Conditions is prevented or delayed by any act or omission of the Client, its agents, subcontractors, consultants or employees, HG shall not be liable for any costs, charges or losses sustained or incurred by the Client arising directly or indirectly from such prevention or delay.

5.4 The Client shall pay to HG, on demand, all reasonable costs, charges or losses sustained or incurred by HG (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 Client's fraud, negligence, failure to perform or delay in the performance of any of its obligations under the Conditions, subject to HG confirming such costs, charges and losses to the Client in writing.

CM Note – under the new business format, clients pay for a service, is this covered by these terms?

6. DATA PAGE

- 6.1 A Client's Username and Password shall enable it to access its Data Page.
- 6.2 A Client must keep its Password secure and secret at all times and shall immediately notify HG if its Password is compromised. The Client shall indemnify and hold HG harmless against all costs, losses, expenses and demands resulting from a failure by the Client to keep the Password secure.

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1 As between the Client and HG, all Intellectual Property Rights and all other rights in the Website shall be owned by HG or its licensors (as appropriate). HG licenses all such rights to the Client free of charge and on a non-exclusive, worldwide basis to such extent as is necessary to enable the Client to make reasonable use of the Website. On termination of the Website Agreement, this licence shall automatically terminate.
- 7.2 The parties acknowledge that the functionality and appearance of the Website (including the Data Page) shall be the responsibility and property of HG.

8. CONFIDENTIALITY

- 8.1 The Client undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of HG, which for the avoidance of doubt shall include details contained in the Proposal, except as permitted by Condition 8.2.
- 8.2 The Client may disclose HG's confidential information:
- (a) to its employees who need to know such information for the purposes of carrying out its obligations under the Website Agreement. The Client shall ensure that its employees to whom it discloses HG'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 the Website Agreement.

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

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

- (a) any breach of the Website Agreement;
- (b) any use made by the Client 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 HG:

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

9.4 Subject to Condition 9.2 and Condition 9.3

- (a) HG shall not be liable to the Client 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) HG'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 the total monies paid to HG by the Client in the previous 12 months.

CM Note – how does the Client pay for services?

- 9.5 HG is not obliged to procure and has no responsibility for any Contract entered in to between the Client and the Venue Operator as a result of the Client using the conference facility sourcing service on the Website.
- 9.6 Where a Client hires conference facilities from a Venue Operator through the Website, the Venue Operator's individual liability will be set out in the Contract and the Client should refer any problems to the Venue Operator directly. HG cannot be held responsible for any errors in the information produced by the Venue Operator featured on the Website or in any documentation supplied by HG.
- 9.7 Where a client is on a self-managed service and hires facilities from a venue operator through the website it is the client's responsibility to ensure requirements are agreed in the contract directly with the venue. Any amendments and updates should be agreed with the vendor via the contract again directly with the venue.
- 9.8 All rates and tariffs set out in the Proposal are subject to availability and will be confirmed at the time of booking.
- 9.9 HG merely offers the Website for the sourcing of conference facility services. All contractual obligations regarding the hire of conference facilities are between the Client and the Venue Operator.

10. PRIVACY POLICY

The Client warrants that it will at all times comply with the privacy policy of HG (as amended from time to time) and shall indemnify and hold HG harmless against all losses, demands, charges and expenses HG incurs as a result of a breach by the Client of this Condition.

11. SUSPENSION & TERMINATION

- 11.1 HG may determine, in its discretion, whether there has been a breach of these Conditions through the Client's use of the Website. When a breach has occurred, HG may take such action as HG deems appropriate.
- 11.2 Failure to comply with these Conditions may result in HG taking all or any of the following actions:
- (a) immediate, temporary or permanent withdrawal of the Client's right to use the Website;
 - (b) issue of a warning to the Client;
 - (c) legal proceedings against the Client for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;

- (d) other legal action against the Client;
 - (e) disclosure of such information to law enforcement authorities as HG considers is necessary;
- 11.3 HG shall not be liable to the Client for actions taken in response to breaches of these Conditions. The responses described in these Conditions are not limited, and HG may take any other action it reasonably deems appropriate.
- 11.4 Notwithstanding Condition 11, HG may suspend the Client's membership of the Website and remove the Client's access to its Data Page in the event that the Client is in breach of any of its obligations set out in Conditions 5, 6, 7 and 8.
- 11.5 On termination of the Website Agreement for any reason:
 - (a) the Client shall immediately pay to HG any outstanding monies owed to HG and interest at 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.
- 11.6 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 (Privacy Policy);
 - (e) Condition 12 (Force Majeure); and
 - (f) Condition 20 (Governing Law and Jurisdiction).

12. FORCE MAJEURE

HG shall have no liability to the Client 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 HG 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 to be illegal, invalid or unenforceable, that 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 Client shall not, without the prior written consent of HG, 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 HG 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 Client shall have no authority to act as agent for, or to bind, HG 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 the Website, a Client accepts that communication with HG will be mainly electronic. HG will contact Clients by e-mail or provide information by posting notices on the Website. For contractual purposes, a Client agrees to this electronic means of communication and acknowledges that all contracts, notices, information and other communications provided electronically comply with any legal requirement that such communication be in writing.

19.2 The provisions of this Condition 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).