

## Agreement Terms & Conditions

Without prejudice to the generality of the go4Travel Terms & Conditions, the reservation for and purchase of products and/or services from go4Travel (part of icon4 Limited) are subject to the following terms and conditions and other terms imposed by our partners or affiliates from time to time. By effecting a reservation for or purchase of any product and/or service with go4Travel, you agree to be bound by the Terms and Conditions of Purchase specified in this Agreement and the respective partner/affiliates' terms as the case may be.

**The contracting parties are :**

GO4TRAVEL 2 New Road , Datchet SL3 9JB UK +44 (0)2070992652 partners@go4travel.net

And

## General Terms for Hotel/ Property Owners

### 1 INTERPRETATION

In these Conditions the following words shall have the following meanings.

"Agreement" means the agreement between the Owner and go4Travel relating to the Owner placing Hotel Information on the Web Site, which shall be governed by these Conditions;

"Conditions" means the terms and conditions set out below;

"Customer" means a Visitor who reserves a Hotel room.

"Fee" and "Fees" means the fee or fees payable by the Owner to go4Travel pursuant to Clause 7;

"Hotel" means any hotel in relation to which the Owner places Hotel Information on the Web Site;

"Hotel Information" means any information placed on the Web Site by the Owner relating to the Hotel including, but without limitation, details of the hotel, the availability of rooms at the Hotel, the price of the rooms, the facilities available at the hotel, and/or any accreditations afforded to the Hotel;

"Owner" means the owner of the Hotel or apartment or villa;

"Visitor" means a visitor to the Web Site who accesses the Hotel Information;

"Web Site" means the go4Travel website found at manager.go4Travel.net or any of the other registered domains in use;

1.1 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

1.2 The headings in these Conditions are for convenience only and shall not affect their interpretation.

1.3 Where the context dictates in these Conditions, the singular shall include the plural and vice versa and any gender includes the other gender.

1.4 Any reference to a Clause shall mean a clause of these Conditions.

### 2 PLACEMENT OF HOTEL INFORMATION ON THE WEB SITE

2.1 In consideration of the payment of the Fee, go4Travel shall permit the Owner to place Hotel Information on the Web Site, subject to the Owner complying with the Conditions.

2.2 These Conditions shall apply to the Agreement to the exclusion of any other terms and conditions.

### 3 PLACEMENT PERIOD

3.1 Following acceptance of these Conditions, the Owner shall be entitled to place Hotel Information on the Web Site.

3.2 The Owner has no obligation to agree to continue to place Hotel Information on the Web Site and the Agreement shall terminate without liability on either party (save for any sums due by the Owner) if the Owner removes its Hotel Information or if go4Travel terminates the Agreement.

### 4 HOTEL / Villa / Apartments INFORMATION

4.1 The Owner shall have exclusive responsibility for all Hotel Information placed on the Web Site. The Owner warrants and represents that all Hotel Information shall:

(a) be legal, honest, accurate and truthful and, without limit, shall accurately represent the prices, standard, specifications and facilities of the Hotel and Hotel rooms;

(b) be kept up to date [and updated on a daily basis];

(c) comply with the Codes of Advertising and Sales Promotion;

(d) not infringe the copyright, design, privacy, publicity, data protection, trade mark or any other intellectual property rights of any third party;

(e) not be obscene, libelous or defamatory of any person, company or organization;

(f) not be deliberately misleading, breach any applicable law or regulation or code of practice;

(g) comply with any instructions issued from time to time by go4Travel about the use of the Web Site;

- (h) be remotely updated by the Owner entirely at its own risk; and  
(i) be input only by someone who is authorized to do so by the Owner.
- 4.2 All questions and complaints from Visitors accessing the Hotel Information are the exclusive responsibility of the Owner and shall be handled by the Owner. go4Travel shall be under no obligation to the Owner to answer or address any questions, queries or complaints raised by Visitors.
- 4.3 The owner will keep all rates and availability information updated. Rooms and availability should be offered on a FREE SALE basis.**

## 5 THE WEB SITE

- 5.1 The Owner shall:
- (a) report to go4Travel any suspected faults in or infiltration of the Web Site of which it may become aware as soon as such suspected faults or infiltration come to the Owner's attention;
  - (b) keep confidential and take all necessary steps to ensure the continued confidentiality of its account identification details, password, security encryption devices and other confidential information relating to the Web Site and notify go4Travel forthwith in the event of a third party stealing its password or using its account identification details;
  - (c) ensure that it has all necessary rights, licenses and consents to incorporate the Hotel Information into the Web Site and to link the Web Site to those sites owned by the Owner or by third parties to which the Owner wishes the part of the Web Site that incorporates the Hotel Information to be linked.
- 5.2 go4Travel may at any time:
- (a) suspend the availability of the Web Site (or any part of it) for the purpose of repair, maintenance or improvement or to preserve security;
  - (b) vary the technical specifications of the Web Site (or any part of it) for operational reasons;
  - (c) remove or amend any or all of the Hotel Information from the Web Site which in go4Travel reasonable opinion is unlawful or has been placed on the Web Site in breach of the Agreement;
  - (d) suspend the availability of the Web Site or any part of it if the Owner fails to pay any Fee on the due date.
- (e) We reserve the right to use other providers to obtain rates and allocation for your Hotel.
- 5.3 The Owner acknowledges and agrees that any personal data (as defined by the Data Protection Act 1988) collected by go4Travel from Visitors shall be collected by go4Travel as a data controller (as defined by the Data Protection Act 1988).

## 6 INTELLECTUAL PROPERTY

- 6.1 go4Travel (or its licensors) shall own the copyright and all other intellectual property rights in the design, layout, text and graphics of the Web Site including, but without limitation, the Hotel Information placed on the Web Site by the Owner, and the Owner hereby assigns all such copyright in such Hotel information to go4Travel.
- 6.2 All goodwill arising in connection with the Web Site shall belong to icon4 Limited. go4Travel shall be entitled to re-supply the Hotel Information to third parties involved in the provision of accommodation availability information via any existing or future online media.
- 6.3 The names, images, pictures, logos and icons identifying go4Travel and other parts of the icon4 Network, are, unless otherwise stated, intellectual property rights of go4Travel. Other products, pictures, images, logos, and icons and company names mentioned on the Web Site may belong to other companies.
- 6.4 The Owner may not use any images, pictures, logos, materials or icons identifying go4Travel contained on Web Site or otherwise without the prior written approval of icon4/go4Travel.

## 7 FEE AND BOOKING PROCEDURE

### **Payments Schedule Net Rates :**

- 7.0 go4Travel will take full payment directly from customer, and shall pay any balance less commission after issue of invoice quoting the booking reference. Payments will be made from 14 days after the customer's departure date and when in receipt of invoice. Payments will be made via wpsnetwork.com
- 7.1 The Owner shall agree to load best available rates into go4Travel the fee of the agreed % of the gross ticket value [(i.e. includes local tax)] of each hotel room booked by a Customer via the Web Site or otherwise with go4Travel during or following a visit by the Customer to the Web Site. Rates should not be advertised lower on the internet or directly at the Hotel than those offered by go4travel.net
- 7.2 The % Fee shall be agreed in advance by selecting the desired setting via the management website or go4 Management Center web service. All rates will then be configured and % level set. The owner agrees to honor the rates entered.
- 7.3 The owner agrees to confirm all "On Request" booking requests within 24 hours.
- 7.4 Where the owner selects 'Instant Confirmation' then all booking requests are instantly confirmed.
- 7.5 The owner must maintain all agreed cost rates as confidential.
- 7.6 All changes to confirmed bookings must be made by the customer via go4Travel, this includes but not limited to any extension to stay.

### **Payments Schedule Commissionable Rates:**

- 7.7 go4Travel will pass payment details to the owner to take payment directly from customer, and shall pay the commission to go4travel after issue of invoice quoting the booking reference. Payments should be made within 14 days when in receipt of invoice.
- 7.8 All changes to confirmed bookings must be made by the customer via go4Travel, this includes but not limited to any extension to stay.
- 7.9 The Owner shall agree and pay to go4Travel the fee of the agreed % of the gross ticket value [(i.e. includes local tax)] of each hotel room booked by a Customer via the Web Site or otherwise with go4Travel during or following a visit by the Customer to the Web Site. Rates should not be advertised lower on the internet or directly at the Hotel than those offered by go4travel.net
- 7.10 The % Fee shall be agreed in advance by selecting the desired setting via the management website or go4 Management Center web service. All rates will then be configured and % level set. The owner agrees to honor the rates entered.
- 7.11 The owner agrees to confirm all "On Request" booking requests within 24 hours.
- 7.12 Where the owner selects 'Instant Confirmation' then all booking requests are instantly confirmed.
- 7.13 The owner must maintain all agreed cost rates as confidential

**Free Sale :** All rooms are sold on a Free Sale basis for the number of rooms allocated to the system and will be sold on a free sale / Instant Confirmation basis until open dates are closed via the online management system.

**Best Available Rate:** Rates inclusive of commission must be the best available rate offered on all sales channels.

7.7 [The Owner shall keep full, proper and up to date books of accounts and records showing clearly all enquiries, transactions and proceedings relating to the booking of rooms at each Hotel during this Agreement and for a period of [12 months] after termination of this Agreement. The Owner shall allow or enable authorized representatives of go4Travel to have access to the Hotel (or other relevant premises) for the purpose of inspecting such books and records (including the taking of such copies as they shall require) to establish that the correct Fees have been paid.]

**7.8 The owner shall keep full and proper records of guests check in and departure including copies of identity verification and keep such documentation in the case of any payment disputes, or the need that go4Travel /icon4 requires such documentation.**

**7.9 The owner will keep updated availability information and ensure only available dates are available for booking.**

## 8 WARRANTY AND LIABILITY

8.1 go4Travel shall provide the Web Site "as is". The Owner acknowledges and agrees that it is technically impossible for go4Travel to provide the Web Site uninterrupted, free of faults or guarantee that the Web Site will not be infiltrated by unauthorized users or hackers.

8.2 Except as set out expressly in the Agreement, go4Travel makes no warranties or representations either express or implied in relation to whole or any part of the Web Site or any other matter relating to this Agreement, including but without limitation:-

(a) any warranties or conditions of title, usability, condition, operation, non-infringement of intellectual property rights, completeness, accuracy, satisfactory quality or fitness for a particular purpose

(b) any duty to use reasonable care and skill in relation to the carrying out of its obligations under the Agreement;

(c) that the Web Site will be uninterrupted or error-free or that it will meet any particular criteria of performance or quality and all conditions, warranties, terms and undertakings, express or implied, statutory or otherwise in respect of the availability and operation of the Web Site or otherwise are hereby expressly excluded from the Agreement to the extent permitted by law.

8.3 The following provisions set out the entire liability of go4Travel (including any liability for the acts or omissions of its employees, directors, agents and/or sub-contractors) to the Owner in respect of any breach of the Agreement, any claim under an indemnity, any breach of statutory duty, any representation, or tortious act or omission including, but without limitation, negligence arising under or in connection with the Agreement.

8.4 Subject to Clauses 8.5 and 18.3, go4Travel' total liability in aggregate for any and all claims made against go4Travel (howsoever arising) in contract, any claim under an indemnity, breach of statutory duty, tort (including but without limitation negligence) misrepresentation or otherwise, arising out of or in connection with the Agreement shall not exceed the amount of the total Fees paid or payable to go4Travel at the time that the event giving rise to the liability arises.

8.5 go4Travel shall not be liable to the Owner for any loss of profit, loss of anticipated profit, loss of business, loss of contract, economic loss, overhead recovery, anticipated savings, loss of data, depletion of goodwill nor for any special, indirect loss or damage, (howsoever arising) which arise out of or in connection with the Agreement.

8.6 The Owner shall indemnify go4Travel against all claims, losses, demands and costs it suffers arising out of the Owner's breach of this Agreement or the use by the Customer of the Hotel or other services offered by the Owner.

8.7 Nothing in the Agreement shall operate to exclude or limit the liability of go4Travel for death or personal injury caused by negligence.

8.8 The provisions of this Clause 8 shall survive the termination or expiry (for whatever reason) of this Agreement.

## 9 TERM AND TERMINATION

9.1 The Agreement shall continue until terminated by either party giving to the other party notice in writing at any time.

9.2 The Agreement may be terminated forthwith by notice in writing by either party if the other party:

(a) commits a material breach of the Agreement which is not capable of remedy;

(b) commits a material breach of this Agreement and fails to remedy it within 30 days after receipt of notice in writing from the other party; or

(c) enters into any compromise or arrangement with its creditors, or if an order is made or an effective resolution is passed for its winding up (except for the purposes of amalgamation or reconstruction as a solvent company) or if a receiver, manager, or administrator is appointed in respect of the whole or any part of its undertaking or assets or if there is any similar or analogous event in any jurisdiction affecting that party; or

(d) ceases or threatens to cease to carry on its business or is otherwise unable to pay its debts as they fall due.9.3 After expiry or termination of the Agreement for any reason go4Travel shall be entitled to immediately remove the Hotel Information from the Web Site.

## 10 GENERAL

10.1 Neither party shall be deemed to be in breach of the Agreement or liable for any delay or non-performance or for the consequences of any delay or non-performance of its obligations which is due to events beyond its reasonable control provided the party concerned has acted and continues to act reasonably and prudently to prevent and to minimise the effect of such causes.

10.2 The Owner will not without the prior written consent of go4Travel assign, novate, sub-contract or transfer the Agreement or any part of it to any other person.

10.3 go4Travel may without the prior written consent of the Owner assign, novate, sub-contract or transfer the Agreement or any part of it to any other person.

10.4 Notices under these Conditions may be served by personal delivery, by first class post, by facsimile or by email (provided that the email is confirmed by fax or letter within 48 hours).

10.5 Notices shall be deemed to be served:

(a) on delivery when delivered personally; or

(b) on receipt of a printout confirming due transmission when transmitted by facsimile to the facsimile number notified by the

other party; or

(c) on receipt of a "read receipt" or "acknowledgement receipt" or other evidence of transmission in the case of email; or  
(d) two (2) days after mailing if sent by mail, provided the postage is properly paid and such notice is correctly addressed to the respective Party at its registered office, or such other address as shall have been notified to the other party in writing..

10.6 Nothing in the Agreement or these Conditions shall constitute or be construed as constituting a partnership or joint venture between the Owner and go4Travel nor shall authorise either party to enter into contractual relationships or incur obligations on behalf of the other party.

10.7 If any provision of the Agreement or these Conditions is held by any competent authority or a court of law to be invalid or unenforceable in whole or in part the remaining provisions of the Agreement and the provisions of these Conditions shall remain in full force and effect.

10.8 An entity which is not expressly a party to the Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement or these Conditions.

10.9 These Conditions and the Agreement represent the entire agreement between the parties relating to the placement of Hotel Information on the Web Site and supersede all prior agreements, arrangements and understandings relating thereto.

10.10 The Owner agrees that it will have no remedy in respect of any untrue representation innocently or negligently made by or on behalf of go4Travel prior to entering into the Agreement upon which the Owner relied in entering into the Agreement, whether such representation was made orally or in writing.

## Force Majure

go4Travel shall not be liable for damages of any kind arising out of any failure or delay by go4Travel in performing any or all of our obligations contained herein or in respect of any product or service if the failure or delay is due to circumstances or cause beyond our reasonable control.

## Severability

Any provision of this Agreement which is invalid, prohibited or unenforceable in any jurisdiction shall:

1. Be ineffective in that jurisdiction to the extent of the invalidity, prohibition or unenforceability;
2. Not invalidate the remaining provisions of this Agreement; and
3. Not affect the validity of that provision in any other jurisdiction.

## Governing Law

This Agreement shall be governed by and construed in accordance with the laws of United Kingdom of Great Britain and you submit to the non-exclusive jurisdiction of the courts of England.

## Agreement Signature

Properties/City :

Name :

Address :

Please confirm the bank details where any payments will be sent.

Owner Bank Details:

Signed ..... Date .....

