

Becoming a Member of Travelife and undergoing Travelife Certification is subject to these terms and conditions between you and Travelife. "Travelife" means Travelife Ltd, whose registered office is at 30 Park Street, London, SE1 9EQ, United Kingdom with company number 03290532. These Terms form a legally binding agreement between you and Travelife in relation to you becoming a Member and undergoing Travelife Certification. It is important that you take the time to read them carefully. In order to use the Services, you must firstly agree to these Terms. You may not use the Services if you do not accept the Terms. By applying, making payment and becoming a Member of Travelife you agree to be bound by these Terms.

## BACKGROUND

- (A) Travelife is an accommodation sustainability certification label. Accommodation providers use Travelife to understand and improve their sustainability performance, and to achieve Travelife Certification. Tour Operators and other travel businesses working with these properties use Travelife as a tool to monitor their accommodation supply chain, and to engage their customers in supporting a more sustainable industry.
- (B) To qualify as a Travelife member, and as part of Travelife Membership, you will be required to undergo Travelife's certification process including an independent on-site Audit (as defined below) every two (2) years during the period of your Membership.
- (C) Travelife agrees to you becoming a Member on these terms, on the basis that you apply, pay for and undergo the Travelife certification process, including the Audit.

## IT IS AGREED THAT

### 1. DEFINITIONS AND INTERPRETATION

1.1. The definitions and rules of interpretation in this Clause apply in the Terms of this Agreement:

**"Agreement"** means these Terms, together with all documents, attachments and schedules referred to in the Terms;

**"Audit(s)"** means the audit(s) that the Auditor(s) may carry out on you, at either your request or a Tour Operator's request, as arranged by Travelife;

**"Auditor"** means the auditor appointed by Travelife for the carrying out of Audits on you;

**"Audit Fee"** means the fee payable by you to Travelife for an Audit, in accordance with these Terms;

**"Audit Report"** means a report produced by the Auditor on you, following an Audit being carried out by an Auditor, as provided to you by Travelife through the Website;

**"Brand Manual"** means the manual provided by Travelife for use of the Travelife Brand and Logos, in accordance with these Terms;

**"Certification Expiry Date"** means the date when a Travelife Certification comes to an end, that is two (2) years after the most recent audit was carried out at the Property and Certification given;

**"Improvement Report"** means a report made available to you listing all non-compliances, making improvement recommendations, and giving a deadline for the improvements to be carried out. It will be your responsibility to work on improvements in accordance with the Improvement Report;

**"Intellectual Property Rights"** means all patents, rights to inventions, utility models, copyright and related rights, trademarks, 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 rights, 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;

**“Membership Fee”** means the fee payable by you to Travelife upon applying to become a Member of Travelife in accordance with these Terms, and payable every two (2) years thereafter that includes 2-years membership and one audit;

**“Membership Period”** means an initial two (2)-year period of Membership followed by any subsequent two (2)-year Membership period on a rolling basis that starts on the date the Membership fee is received;

**“Property”** means a tourist accommodation provider;

**“Secure Area”** means your organisation’s area of the online Travelife system where you can find your Audit Report, your Improvement Report and where your property’s details can be updated; accessible only through your login details as provided by Travelife;

**“Services”** means the provision of the certification process, Website and services by Travelife to you in accordance with these Terms;

**“Standard”** means the Travelife Standard for compliance, as set out on the Website and any relevant manuals/guidelines issued by Travelife from time to time;

**“Tour Operator”** means a tour operator or tourism business that Travelife works with;

**“Travelife Logos”** means the logos and/or trademarks of Travelife, licensed to you for use in accordance with the Brand Manual and these Terms, for the Membership Period, once becoming a Travelife Certified Property;

**“VAT”** means value added tax chargeable under English law for the time being and any similar additional tax;

**“Website”** means the websites operated by Travelife Ltd.

- 1.2. The headings shall not affect the interpretation of this Agreement.
- 1.3. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4. The schedules and background form part of this Agreement and shall have effect as if set out in full in the body of these terms and conditions and any reference to this Agreement includes the schedules and background.
- 1.5. Words in the singular shall include the plural and vice versa. Further, any reference to male shall include female and vice versa.
- 1.6. 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.
- 1.7. Where the words include(s), including or in particular are used in these terms and conditions, they are deemed to have the words without limitation following them and where the context permits, the words other and otherwise are illustrative and shall not limit the sense of the words preceding them.

## **2. APPLICATION OF TERMS**

- 2.1. The Terms of this Agreement shall:
  - 2.1.1. apply to and be incorporated into all arrangements entered into between you and Travelife; and
  - 2.1.2. prevail over any inconsistent terms or conditions contained in, or referred to, by you, or implied by law, trade custom, practice or course of dealing.

### **3. FORMATION OF CONTRACT**

- 3.1. The following steps will lead to the formation of a contract between you and Travelife:
  - 3.1.1. A Membership registration form needs to be submitted, either:
    - 3.1.1.1. by you completing the Membership registration form on the Website and submitting it to Travelife via the Website; or
    - 3.1.1.2. by you completing an electronic or hard copy Membership registration form and submitting this via email to Travelife; or
    - 3.1.1.3. by a Tour Operator that contracts your Property completing a Membership registration form on your behalf, with your agreement.
  - 3.1.2. Upon receipt of the Travelife Membership registration form, Travelife will send you an invoice for the Membership, unless you have paid by an online credit or debit card transaction, in which case Travelife will send you a receipt. Submission of the registration form and payment by you of the Membership Fee in accordance with this Agreement will be an offer by you to become a Member of Travelife.
  - 3.1.3. Further, by submitting your Membership registration form and fee payment to Travelife, you agree to be bound by these terms. Once your Membership Fee has been received and your registration is approved by Travelife, you shall become a Member of Travelife and shall have entered into this Agreement.
- 3.2. By becoming a Member of Travelife, you warrant that you have the right, authority and capacity to enter and be bound by these terms.
- 3.3. Travelife reserves the right, in its absolute discretion, to refuse any registrations for Travelife Membership. You will not become a Member of Travelife until you receive email confirmation from Travelife that your Membership has been activated. Such confirmation email will include information about how to access your Secure Area on the Travelife Website. You agree to keep such information secure and not to disclose it to any other third party.

### **4. MEMBERSHIP AND SERVICES**

- 4.1. Membership
  - 4.1.1. You warrant to Travelife to ensure that all contact information about you and the Property description provided to Travelife is correct, up to date and not misleading, throughout the Membership Period.
  - 4.1.2. Travelife reserves the right to terminate such Membership if you have used the Website for unsuitable or inappropriate purposes, or have behaved in an unsuitable manner, or in disregard to these Terms, at Travelife's absolute discretion.
  - 4.1.3. Travelife does not verify the accuracy or truth of the content of any description provided by you and Travelife shall not in any event be liable for any inaccuracies or untruths told by you. You will indemnify Travelife fully in respect of any losses, costs, damages, fines, expenses and/or liabilities in connection with any description provided by you that is or becomes inaccurate and/or misleading.
  - 4.1.4. Travelife is not responsible for your dissatisfaction with the use of the Website or your arrangements with Tour Operators or other third parties, which are completely at your own risk.
  - 4.1.5. You must notify Travelife immediately of any apparent breach of security such as misuse of unauthorised disclosure or use of any usernames or passwords you use to access Travelife websites.

- 4.1.6. You will not breach any applicable law, regulation or code of conduct in connection with the Travelife Membership and agree to abide by relevant laws and regulations in relation to your Membership.
- 4.1.7. You will not use the Website for any other purposes than those set out in these Terms or any document or policy referred to herein or on the Website.
- 4.1.8. You agree to comply with any guidelines or requirements as well as any reasonable request or instructions from Travelife that may be notified from time to time.
- 4.2. Travelife is not liable in any way for any misuse or misrepresentation of information uploaded to the Website by other Properties, Tour Operators, or Auditors.
- 4.3. Services
  - 4.3.1. The Services provided by Travelife under this Agreement will consist of the provision of details relating to you and your Property description on the Website, including details of, and access to, any Audit Reports; and arranging Audits to be carried out on you by Auditors.
  - 4.3.2. You acknowledge that Travelife uses software and other technical processes in the provision of the Services and the Website and Travelife reserves the right to change processes and software used in the provision of the Services and the Website to ensure that the Services and the Website are kept up to date and in line with current and changing technologies.

## **5. AUDITS AND CERTIFICATION**

- 5.1. Travelife shall make mutually suitable arrangements for an Auditor to visit you in order to carry out an Audit. Should you amend or cancel an agreed Audit date within thirty (30) days of the agreed Audit date, you will be liable to cover any non-refundable travel expenses incurred by the Auditor up to a maximum cost of €1,500 per cancellation or amendment.
- 5.2. Upon completion of the Audit, the Auditor shall submit an Audit Report to Travelife for approval. Once Travelife is satisfied with the Audit Report (in its absolute discretion), Travelife shall make the Audit Report available to the Website in your Secure Area. Travelife reserves the right to amend any details of the Audit Report.
- 5.3. Where all criteria have been met, this will result in you achieving Certification and becoming a Travelife Certified Property.
- 5.4. Where an Audit does not result in Certification and up to forty (40) criteria have not been met, then, along with the Audit Report, an Improvements Report will be made available to you in your Secure Area of the Website listing all non-compliances, making recommendations and giving a deadline for the improvements to be carried out. It will be your responsibility to work on improvements in accordance with the Improvement Report. Compliance within the deadline will result in Certification. Non-compliance will result in requiring a repeat Audit, at your expense.
- 5.5. Where an Audit does not result in Certification and more than forty (40) criteria have not been met, then you will not become Travelife Certified and you will be recommended for a repeat Audit, at your expense.
- 5.6. You will be required to undergo an Audit every two (2) years. Travelife shall provide notice to you when an Audit is due to be carried out.
- 5.7. Travelife reserves the right to verify information provided by you to the Auditor during the Audit (including attending your Property to check) in any manner which it deems appropriate, including (but not limited to) checking documentation remotely, or requesting a further Audit to be carried out. If the verification of information reveals that you no longer meet all requirements of Travelife Certification, then Travelife shall update the Websites where your Property is mentioned and inform tour operators Travelife works with about the change of your Certification status. You shall stop displaying your Certification and Travelife Logos immediately upon becoming non-compliant.

- 5.8. Achievement of Certification will provide an indication of whether you have achieved a particular level of sustainability based on the Travelife Standard, but shall not provide any indication as to safety, compliance with health issues, standards as to the quality of your premises and/or service offerings or any other matter.
- 5.9. You agree to maintain the Certification at all times during the Membership Period. If your Certification is not maintained during the Membership Period, then Travelife shall be entitled to make such adjustments to the Certification, including withdrawing your Certification, and you shall be required to make such alterations to your advertising literature and website where there are references to the Travelife Logos and/or Certification, together with any information displayed at your property, immediately upon such adjustments or withdrawal being made by Travelife. In addition to these rights, Travelife shall have the right to suspend and/or remove all or any part of the description and/or your information on the Website for such period as Travelife deems appropriate, or permanently.
- 5.10. Travelife may make changes to the Certification process and Travelife Standard at any time during the Membership Period and will give you as much notice of any such changes as reasonably possible.
- 5.11. If Certification has not been renewed by the Certification Expiry Date, then Travelife shall terminate the Certification and:
  - 5.11.1. Travelife shall inform the Property that it is no longer certified and require that it remove all references to its previous certification in accordance with Clause 5.9.
  - 5.11.2. Travelife shall monitor the Property's conformity with instructions in 5.9 for a period of twelve (12) months or longer.
  - 5.11.3. Travelife shall adjust its records and adjust publicly available information to reflect this termination.

## **6. PROPERTY DESCRIPTION**

You will provide the content of the description for your Property to be used on the Website and for auditing purposes. The content must be accurate and true and Travelife will determine, in its absolute discretion, whether the description requires any amendments. By submitting the description to Travelife to be included on the Website or any other sites operated by Travelife, you agree to grant to Travelife a free-of-charge, non-exclusive licence to use that description in accordance with these Terms. Although you will still own the copyright and any other Intellectual Property Rights in the content, Travelife will have the right to freely use, edit, alter, reproduce, publish and/or distribute the material contained in the content and freely publish and/or distribute it on the Website. By submitting the content to the Website, you warrant that you have the right to grant to Travelife the non-exclusive licence described above. You are solely responsible for the accuracy of any information, including personal data, uploaded to your profile on the Travelife Collection website.

## **7. TRAVELIFE'S OBLIGATIONS**

- 7.1. Upon submission of both the Membership registration form and payment of the Membership Fee, Travelife shall give consideration to you becoming a Travelife Member and, if approved, shall provide the Services in accordance with these Terms.
  - 7.1.1. Travelife shall use reasonable endeavours to provide the Services in accordance with these Terms and with all reasonable care and skill.
  - 7.1.2. Travelife shall carry out monitoring of your activities to check that conformity with the Standard is being maintained.
  - 7.1.3. Travelife shall be entitled to amend, suspend and/or withdraw its services including its Website at any time and shall provide notice to you of any such amendment, suspension and/or

withdrawal as soon as reasonably practicable. For the avoidance of doubt, any amendment, suspension and/or withdrawal of these services and its Website shall not entitle you to a refund of any Membership Fees (and/or other fees or expenses paid, including any fees or expenses relating to Audits).

- 7.1.4. If Travelife's performance of its obligations under this Agreement is prevented or delayed by any act or omission of yours, a Tour Operator, sub-contractors or employees, or an Auditor, Travelife shall not be liable in respect of any direct or indirect losses, howsoever caused.
- 7.2. Should you be dissatisfied with the Services provided by Travelife as set out in this Agreement, then you are referred to Travelife's Policy and Procedure for Complaints and Appeals set out in Schedule A attached hereto.

## **8. YOUR OBLIGATIONS**

- 8.1. You:
- 8.1.1. shall co-operate with Travelife in all matters relating to the Services;
  - 8.1.2. shall keep Travelife informed about any changes in contact details both in writing and on your profile page in the Secure Area of the Website;
  - 8.1.3. shall co-operate with Travelife and Auditors in the arrangements of an Audit by providing complete access to your premises, operations, information and documents (written or electronic), whether held by your consultants, advisors or other third parties, relating to you participating in this certification process and for the purposes of the Auditor carrying out an Audit, including (but not limited to) assisting the Auditor in carrying out an Audit for the purposes of producing an Audit Report;
  - 8.1.4. shall warrant that an Auditor can interview members of your staff in private, at the Auditor's discretion, that is the Auditor will be allowed to select employees to be interviewed at random;
  - 8.1.5. shall supply all relevant information to Travelife in order for Travelife to provide the Services;
  - 8.1.6. shall warrant that conformity with the standard is being maintained, and undertake that you will monitor the maintenance of the standard on an annual basis by producing a self-assessment and/or report to be kept by you;
  - 8.1.7. shall confirm that you are duly registered to transact business in the country where you operate; have a formal right to use the land on which you operate; and you comply with all local and national laws applicable to your operation, including all applicable environmental regulations;
  - 8.1.8. shall inform Travelife within ten (10) working days of it becoming known to you that you are no longer compliant with the requirements of Membership of Travelife;
  - 8.1.9. shall stop displaying/using your Certification and Travelife logos immediately upon becoming non-compliant or upon the Membership coming to an end and not being renewed by you;
  - 8.1.10. shall not use Travelife Logos incorrectly or misuse them but will use them in accordance with the Brand Guidelines and these Terms;
  - 8.1.11. shall indemnify Travelife against any losses, claims, costs, expenses, damages and fees (including legal fees) incurred by Travelife as a result of, or in connection with, any breach of this Agreement or of any local or national laws, or any wilful misconduct, fraud, illegal or negligent act by you; and
  - 8.1.12. shall warrant that you are legally capable of entering into this Contract in accordance with the Terms.
- 8.2. Travelife does not tolerate practices of corruption or bribery from any persons that it contracts with, including (without limitation) you, agents, Tour Operators and/or customers/users. Travelife is operated in accordance with the principles of anti-corruption and anti-bribery ("the Principles") and

anyone participating in the Certification Process agrees to abide by and operate within the Principles. If Travelife discovers that you have acted in contravention of the Principles in any way, then Travelife has the right to terminate this Agreement and take any further action as Travelife may decide, in its entire discretion. You are referred to Schedule B attached for the Travelife Anti-Bribery and Corruption Policy (Member Version) for full details.

## **9. MEMBERSHIP FEES, AUDIT FEES AND PAYMENT**

- 9.1. The Membership Fee includes the cost of one (1) Audit during the Membership Period. It is payable by you for the two (2)-year period upon initially registering to become a Member and then every two (2) years on the second anniversary of the date of becoming a Member. An Audit will only be arranged and carried out if the Membership Fee has been paid in full. You may request an Audit to be carried out at any time during the Membership Period, however, if you wish to have an Audit carried out more than once in a two (2)-year period during the Membership Period then you shall be responsible for paying the costs of any additional Audit, including the costs, fees and expenses of the Auditor. Such costs, fees and expenses of an additional Audit shall be payable by you prior to such additional Audit being carried out.
- 9.2. The Membership Fee (as detailed on the Website) excludes any applicable VAT or other taxes, which Travelife shall be entitled to charge, in addition to the actual Membership Fee, every two years at the appropriate rate, and shall be payable in GB pounds sterling or Euros. You shall also be required to pay all relevant bank charges for international transfers.
- 9.3. The Membership Fee shall be payable initially when registering to become a Member and then every two (2) years during the Membership Period. Travelife shall issue a notice to you approximately eight (8) weeks prior to the end of each two (2)-year period of the Agreement during the Membership Period, notifying you of the date that the next Membership Fee is payable. If you have not sent notification to Travelife that you wish to terminate the Agreement with Travelife then payment will be due for the Membership Fee.
- 9.4. If you provide written notice to Travelife that you wish to cancel your Travelife Membership at any time, then no refund shall be given for any Membership Fees already paid. Likewise, you shall not be entitled to a refund of any Membership Fees paid or payable by you in the event that access to Travelife is suspended or restricted for any reason in accordance with these Terms.
- 9.5. Without prejudice to any other right or remedy that Travelife may have, if you fail to pay the Membership Fee to Travelife, Travelife shall be entitled to suspend all Services until payment has been made in full, including carrying out an Audit. Further, you will immediately stop displaying/using your Certification and Travelife Logos.

## **10. INTELLECTUAL PROPERTY RIGHTS**

- 10.1. All Intellectual Property Rights and all other rights (including, but not limited to, the Website, software and any trademarks, graphics, images, text and content of the Website, Travelife Logos and any rights in Travelife, other than the content supplied by you for the description on the Website) and the Services shall be owned by or licensed to Travelife.
- 10.2. You acknowledge that no rights or licences are granted to you in respect of any Intellectual Property Rights under the Agreement (including the Travelife Logos), unless specified in these Terms.

## **11. CONFIDENTIALITY**

- 11.1. You shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature, and any Intellectual Property Rights, that have been disclosed to you by Travelife or its agents or the Auditors, or discovered by you, and any other confidential information concerning Travelife's business or Services which you may obtain. You shall restrict disclosure of such confidential material to such employees, agents or sub-

contractors as need to know it for the purpose of discharging your obligations to Travelife, and shall ensure that such employees, agents or sub-contractors are subject to obligations of confidentiality corresponding to those that bind you.

11.2. This Clause shall survive termination of the Agreement, however arising.

## 12. DATA PROTECTION

12.1. In this clause the following definitions apply:

12.1.1. **Agreed Purposes:** means the agreed purposes to enable the parties to fulfil their respective obligations under the terms of this Agreement and all connected activities relating to the same;

12.1.2. **Controller, data controller, processor, data processor, data subject, personal data, processing and appropriate technical and organisational measures:** have the same meaning as set out in the Data Protection Legislation in force at the time;

12.1.3. **Data Protection Legislation:** means the Data Protection Act 1998 (until the effective date of its repeal), the General Data Protection Regulation ((EU) 2016/679) (GDPR) and any national implementing laws, regulations and secondary legislation, in particular the Data Protection Act 2018;

12.1.4. **Permitted Recipients:** means the parties to this agreement, the employees of each party and any third parties engaged to perform obligations in connection with this Agreement;

12.1.5. **Shared Personal Data:** means the personal data to be shared between the parties under Clause 12.2 of this Agreement to enable the parties to fulfil their obligations under the terms of this Agreement.

12.2. This clause sets out the framework for the sharing of personal data between the parties as data controllers. Each party acknowledges that one party (the Data Discloser) will regularly disclose to the other party (the Data Recipient) Shared Personal Data collected by the Data Discloser for the Agreed Purposes.

12.3. Each party shall comply with all the obligations imposed on a controller under the Data Protection Legislation and, not by any act or omission, put the other party in breach of them in connection with this Agreement.

12.4. Each party shall:

12.4.1. ensure that it has all necessary notices and consents in place to enable lawful transfer of the Shared Personal Data to the Permitted Recipients for the Agreed Purposes;

12.4.2. give full information of the nature of such processing to any data subject whose personal data may be processed under this Agreement. This includes giving notice that, on the termination of this agreement, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees;

12.4.3. process the Shared Personal Data only for the Agreed Purposes and shall not retain or process the Shared Personal Data for longer than is necessary to carry out the Agreed Purposes;

12.4.4. not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;

12.4.5. ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by this Agreement;

- 12.4.6. ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other party, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data;
- 12.4.7. not transfer any personal data received from the Data Discloser outside the EEA unless the transferor:
  - 12.4.7.1. complies with the provisions of Articles 26 of the GDPR (in the event the third party is a joint controller); and
  - 12.4.7.2. ensures that (i) the transfer is to a country approved by the European Commission as providing adequate protection pursuant to Article 45 GDPR; or (ii) there are appropriate safeguards in place pursuant to Article 46 GDPR; or (iii) one of the derogations for specific situations in Article 49 GDPR applies to the transfer.
- 12.5. Each party shall assist the other in complying with all applicable requirements of the Data Protection Legislation. In particular, each party shall:
  - 12.5.1. consult with the other party about any notices given to data subjects in relation to the Shared Personal Data;
  - 12.5.2. promptly (and at the latest within seven (7) days of receipt) inform the other party about the receipt of any data subject access request;
  - 12.5.3. provide the other party with reasonable assistance in complying with any data subject access request, but not disclose or release any Shared Personal Data in response to a data subject access request without first consulting the other party wherever possible;
  - 12.5.4. assist the other party, at the cost of the other party, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
  - 12.5.5. notify the other party without undue delay on becoming aware of any breach of the Data Protection Legislation, and provide assistance in relation to managing/dealing with the breach;
  - 12.5.6. at the written direction of the Data Discloser, delete or return Shared Personal Data and copies thereof to the Data Discloser on termination of this agreement unless required by law to store the personal data;
  - 12.5.7. use compatible technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers;
  - 12.5.8. maintain complete and accurate records of all processing and information to demonstrate its compliance with this clause and allow for audits by the other party or the other party's designated auditor; and
  - 12.5.9. provide the other party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the Data Protection Legislation, including the joint training of relevant staff, the procedures to be followed in the event of a data security breach and the regular review of the parties' compliance with the Data Protection Legislation.
- 12.6. Each party shall indemnify the other against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs and all other reasonable professional costs and expenses) suffered or incurred by the indemnified party arising out of or in connection with the other party's breach of this Data Protection clause.

### **13. LIMITATION OF LIABILITY**

- 13.1. The following provisions set out the entire financial liability of Travelife (including any liability for the acts or omissions of its employees, agents and sub-contractors) to you in respect of:

- 13.1.1. any breach of the Agreement;
- 13.1.2. any use made by you of the Services or any part of them;
- 13.1.3. any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Agreement.
- 13.2. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Agreement.
- 13.3. Nothing in these Terms excludes or limits the liability of either party:
  - 13.3.1. for death or personal injury caused by that party's negligence; or
  - 13.3.2. for fraud or fraudulent misrepresentation.
- 13.4. Subject to Clause 13.2 and Clause 13.3:
  - 13.4.1. Travelife shall not be liable, whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation or otherwise for:
    - 13.4.1.1. loss of profits; or
    - 13.4.1.2. loss of business; or
    - 13.4.1.3. depletion of goodwill or similar losses; or
    - 13.4.1.4. loss of anticipated savings; or
    - 13.4.1.5. loss of goods; or
    - 13.4.1.6. loss of contract; or
    - 13.4.1.7. loss of use; or
    - 13.4.1.8. loss or corruption of data, information and/or description; or
    - 13.4.1.9. any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses; or
    - 13.4.1.10. any dissatisfaction in connection with the Website and/or the Services.
  - 13.4.2. Travelife'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 Agreement shall be limited to the amount of Membership Fees paid by the Property to Travelife in the twelve (12) months prior to the date of any such breach of the Agreement by Travelife.

#### **14. TERMINATION**

- 14.1. The Agreement between the parties shall commence on the date you receive confirmation of Membership and shall continue unless terminated in accordance with this Clause 14.
- 14.2. Either party may terminate this Agreement on no less than one (1) month's written notice to the other at any time during the Membership Period, such termination to take effect at the end of the notice period, at which time the Agreement will terminate and you will no longer be a Member Property of Travelife. In accordance with clause 9.4 above, no refund will be due of any Membership Fee already paid.
- 14.3. Without prejudice to any other rights or remedies to which the parties may be entitled, either party may terminate the Agreement immediately without liability to the other if:
  - 14.3.1. the other party commits a material breach of the Agreement and (if such a breach is remediable) fails to remedy that breach within thirty (30) days of that party being notified in writing of the breach; or
  - 14.3.2. an order is made or a resolution is passed for the winding-up of the other party; an order is made for the appointment of an administrator to manage the business of the other party; a receiver is appointed of any of the other party's assets or undertaking; or the other party makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way, or becomes bankrupt; or

- 14.3.3. the other party ceases, or threatens to cease, to trade; or
- 14.3.4. the other party takes or suffers any similar or analogous action in any jurisdiction in consequence of debt.

14.4. Termination of the Agreement, however arising:

- 14.4.1. shall not affect or prejudice the accrued rights of the parties as at termination or the continuation of any provision expressly stated to survive, or implicitly surviving, termination;
- 14.4.2. any rights or licences granted under these Terms shall cease at the point of termination as determined in accordance with these Terms;
- 14.4.3. without prejudice to Clause 14.4.2, you shall no longer be entitled to use the Travelife Logos and/or Certification and shall be required to remove all such references from your website, literature and brochures, as well as any plaques or other representations of your Membership of Travelife scheme and/or Website from its premises or other physical locations;
- 14.4.4. you shall return to Travelife any confidential information relating to Travelife, the Auditors and/or the Website, in your possession and/or control, and all copies thereof (in whatever format), securely delete and such confidential information from your electronic systems and certify to Travelife that this has been done.

## 15. FORCE MAJEURE

Travelife shall have no liability to you under the Contract if it is prevented from, or delayed in, performing its obligations under the Agreement or from carrying on its business as a result of a Force Majeure event affecting it or its sub-contractors (including Auditors). In such circumstances Travelife shall be entitled to a reasonable extension of time for performing its obligations. If the period of delay or non-performance continues for 1 month, you may terminate this Contract by giving 1 month's written notice to Travelife. For the avoidance of doubt, Force Majeure event in this clause means any circumstance not within a party's reasonable control including, without limitation: (a) acts of God, flood, drought, earthquake or other natural disaster; (b) epidemic or pandemic; (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; (d) nuclear, chemical or biological contamination or sonic boom; (e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition; (f) collapse of buildings, fire, explosion or accident; (g) [any labour or trade dispute, strikes, industrial action or lockouts (h) non-performance by suppliers or subcontractors and (i) interruption or failure of utility service.

## 16. GENERAL

- 16.1. This Agreement, together with any documents, policies or other terms referred to in it, constitutes the whole agreement between the parties relating to its subject matter and supersedes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature, whether in writing or oral, relating to such subject matter.
- 16.2. Any waiver of this Agreement shall not be binding on the parties unless set out in writing.
- 16.3. Travelife has the right to revise and amend these Terms from time to time to reflect changes in market conditions affecting its business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements, changes in its system's capabilities or obligations to other third parties, or for any other reason. Travelife has the right to assume that the Property has accepted the change to the Terms, unless the Property notifies Travelife to the contrary within seven (7) working days of such amendments.
- 16.4. If any provision of this Agreement is held to be illegal, void, invalid or unenforceable under the laws of any jurisdiction, the legality, validity and enforceability of the remainder of this Agreement in that

jurisdiction shall not be affected and the legality, validity and enforceability of the whole of this Agreement shall not be affected in any other jurisdiction.

16.5. No term of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party, but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.

16.6. No failure to exercise, nor any delay in the exercise, by either party to this Agreement of any right, power, privilege or remedy under this Agreement shall impair, or operate as a waiver of, such right, power, privilege or remedy.

16.7. Nothing in this Agreement shall constitute, or be deemed to constitute, a partnership between the parties nor, except as expressly provided, shall it constitute, or be deemed to constitute, any party as the agent of any other party for any purpose.

16.8. Notice

16.8.1 Notice given under this Agreement shall be in writing, sent for the attention of the person, and to the address given in this Agreement and shall be delivered by pre-paid, first-class post or recorded delivery. A notice is deemed to have been received, if delivered personally, at the time of delivery, in the case of pre-paid first-class post or recorded delivery, 72 hours from the date of posting and, if deemed receipt is not within business hours (meaning 9.00 am to 5.30 pm Monday to Friday on a day that is a business day), at 9.00 am on the first business day following delivery. To prove service, it is sufficient to prove that, in the case of post; the envelope containing the notice was properly addressed and posted.

16.8.2 Notice sent by email shall be acceptable and should be sent to the main contacts between the parties and, in the case of Travelife, the email should also be sent to the general email address: [info@travelife.org](mailto:info@travelife.org). Any such notice sent by email will be deemed to have been received at the time of sending or, if this time falls outside of business hours, then when business hours resume.

16.9. This Agreement shall be governed by, and construed in accordance with, English law and each of the parties irrevocably submits to the exclusive jurisdiction of the English courts.

## SCHEDULE A: TRAVELIFE PROCEDURES AND POLICY FOR COMPLAINTS AND APPEALS

### THE DIFFERENCE BETWEEN A COMPLAINT AND AN APPEAL

- A “**complaint**” is a formal written communication of dissatisfaction relating to the activities of Travelife staff, contractors, auditors or Travelife Certified Members. These could relate to service levels, compliance with Travelife standards, or any other aspect of Travelife operations.
- An “**appeal**” is a formal, written request by a Member that requests reconsideration of a certification or compliance decision made by Travelife.
- Whereas appeals will only come from Members undertaking the Travelife Certification process, complaints could come from Members, stakeholders, Auditors or members of the public.
- This document outlines Travelife’s policy and procedures for both appeals and complaints.

### TRAVELIFE COMPLAINTS POLICY

Travelife is committed to providing high levels of service and professionalism, whether from our staff members, our Approved Auditors or our contractors. We are also committed to the integrity of our accommodation sustainability certification programme. We take complaints about any aspect of our business seriously and are committed to following our Complaints Procedure that outlines how to complain and how we will respond.

### TRAVELIFE COMPLAINTS PROCEDURE

#### 1. Submitting a Complaint

- a. We recommend that you gather any relevant evidence (documents, videos etc.) and send this to Travelife with details of your complaint.
- b. You can make your complaint by email, letter or telephone using the following details:
  - By post: Commercial Director, Travelife Ltd, 30 Park Street, London SE1 9EQ, United Kingdom
  - By email: [info@travelife.org](mailto:info@travelife.org)
  - By telephone: +44 (0)203 693 0160

#### 2. Acknowledgement and Initial Review

- a. Once you have made the complaint, we will send you written acknowledgement that we have received it within three (3) working days, enclosing a copy of this procedure and the details of the Travelife department that will be dealing with the complaint.
- b. We will review the complaint to confirm that the complaint is relevant to the Travelife certification scheme and our general business operations, or advise if the complaint is outside this scope, in which case the complaint will be closed.
- c. If the complaint falls within the scope of our certification scheme and/or general business operations, we will pass it to the relevant Travelife department who will gather the evidence and information needed to make a full investigation of your complaint and an objective assessment.
- d. We will investigate the complaint in a timely manner and will contact you by telephone to discuss your complaint and the findings of the investigation within fourteen (14) days of our acknowledgement letter.
- e. We will contact you by email or letter within three (3) days of the telephone call to confirm the details of our discussion and the actions that may have been discussed with you.
- f. If you do not want to discuss your complaint by telephone or it is not possible, your Travelife contact will send you a detailed written reply to your complaint, including their suggestions for resolving the matter. You will receive this correspondence either by email or by letter within thirty (30) days of Travelife sending you the acknowledgement message.

### **3. Appealing Travelife's Decision**

- a. At this stage, if you are still not satisfied you should reply and request that a senior manager review the complaint. The commercial director will then review the complaint, unless they have already been involved, in which case the managing director will review the complaint.
- b. The commercial director or managing director will write to you within fourteen (14) days of receiving your request for a review, confirming our final position on your complaint and explaining our reasons.

### **4. Service Improvement**

Travelife will regard all feedback as an opportunity to review and improve our processes, including contacting any Member, Auditor or contractor with feedback.

### **5. Confidentiality**

All complaints received will be dealt with confidentially and in accordance with the requirements of the UK data and privacy laws, and the Travelife General Privacy Notice that can be requested by e-mailing [info@travelife.org](mailto:info@travelife.org).

## **TRAVELIFE APPEALS POLICY**

Travelife is committed to operating our certification programme to the highest levels of skill, professionalism and impartiality, and in line with all external laws, regulations and policies that we follow. All subscribed Travelife for Accommodation Members have the right to appeal any decision made regarding the outcome of their Certification Audit or evaluation of their post-Audit improvement evidence. We are committed to fully investigating these appeals and responding to these in a timely manner, and as described within Appeals Procedure.

## **TRAVELIFE APPEALS PROCEDURE**

### **1. Appeal Submission**

- a. Appeals will only be made and accepted after an Audit has been completed, following communication of the Audit result and during the initial period granted for the submission of improvements, which is within thirty-one (31) days of the communication.
- b. Travelife reserves the right to refuse any appeal that is not submitted within this timescale.
- c. All appeals submitted under our Appeals Procedure should be sent as follows (marking any letter or email subject line with 'Appeal'):

By post: Commercial Director, Travelife Ltd, 30 Park Street, London SE1 9EQ, United Kingdom

By email: [info@travelife.org](mailto:info@travelife.org)

By telephone: +44 (0)203 693 0160

### **2. Communications During the Appeal**

All communications with the appealing Member will be in writing and delivered to them at the email address associated with the commercial director. If another party is appealing on behalf of a Travelife Member, communications may be sent to a different email address provided it has been confirmed in writing by the Travelife Member.

### **3. Timeframe**

Travelife will investigate the appeal in a timely manner. All appeals will be acknowledged in the first instance on receipt of the appeal. Travelife will communicate the expected date to get back to the Member, and depending on the nature of the appeal and the level of investigation needed by Travelife, up to a maximum of three (3) months.

### **4. The Appeals Panel**

An Appeals Panel will be appointed by the Travelife certifications, compliance & quality control Manager. It will consist of a chairperson (Travelife commercial director), senior auditor and two external specialists with sustainability, tourism and certification experience, as well as the Travelife Certifications, Compliance & Quality Control team. All members of the Appeals Panel shall be

independent of the Audit, improvement and certification process and Members can be communicated the make-up of the panel on request.

#### **5. Appeals Panel Evaluation**

- a. A meeting of the Appeals Panel will be held every quarter either in person or via teleconference as soon as it can be arranged and at the convenience of all parties. The appealing Member will be given a minimum of seven (7) working days' notice of the time and date of the appeal and will be advised of the names of the chairperson and members of the Appeals Panel. The appealing Member may object to one or more of the Appeals Panel members, but must give reasons in writing to the commercial director. The commercial director reserves the right to refuse or make changes to the Appeals Panel.
- b. The appealing Member shall provide full details of the objection and all supporting evidence in writing (documents, testimonies, photographs) to the Appeals Panel at least four (4) full working days prior to the meeting of the Appeals Panel.

#### **6. Conduct of the Appeal Panel Evaluation**

The chairperson of the Appeals Panel ensures that the Appeals Panel reviews, in confidence:

- a. evidence and opinions provided by the appealing Member;
- b. evidence and opinions provided by Travelife;
- c. representations put by the two parties and after due consideration, initiates further questioning where required. Questions are submitted in writing to the appropriate party and timescales for response will be provided.
- d. Following review and discussion, the chairperson makes a decision on the appeal. The chairperson (commercial director) has not been involved in the original certification decision. The chairperson of the Panel records the proceedings and the decision of the Appeals Panel.
- e. When the Appeals Panel reaches a decision, it will be by majority and as declared by its chairperson, which shall be final and conclusive.

#### **7. Notification of the Decision of the Panel**

The chairperson of the Panel notifies Travelife and the appealing Member by email of the decision reached by the Appeals Panel within seven (7) working days from the date of the Appeals Panel decision.

#### **8. Redress**

In the event of the Panel reaching a decision to revise the original decision made by Travelife, redress is limited to the declaration by Travelife of the revised decision in the same manner as the original decision was declared. There shall be no liability for loss or damage upon the original decision.

#### **9. Corrective Action**

Travelife will consider the findings of the Panel and take any appropriate corrective and preventive action as required to ensure consistency and integrity of the standard.

#### **10. Records**

Records of any Appeal will be retained by Travelife for a minimum of three (3) years. The details are captured on the Appeals Record and Action Tracker that contains a summary of each Appeal received, how it is reviewed by the Appeals Panel, and actions taken to resolve them.

#### **11. Confidentiality**

All complaints received will be dealt with confidentially and in accordance with the requirements of the UK data and privacy laws, and the Travelife General Privacy Notice that can be requested by e-mailing [info@travelife.org](mailto:info@travelife.org).

## SCHEDULE B: TRAVELIFE ANTI-BRIBERY AND CORRUPTION POLICY (MEMBER VERSION)

### POLICY STATEMENT

It is Travelife's policy to conduct all of our business in an honest and ethical manner. We take a zero-tolerance approach to bribery and corruption and are committed to acting professionally, fairly and with integrity in all our business dealings and relationships wherever we operate, and implementing and enforcing effective systems to counter bribery. We will uphold all laws relevant to countering bribery and corruption in all the jurisdictions in which we operate. However, we remain bound by the laws of the UK, including the [UK Bribery Act 2010](#), in respect of our conduct both at home and abroad.

### WHO DOES THIS POLICY APPLY TO?

This policy applies to all individuals working at all levels for Travelife Ltd, including employees (whether permanent, fixed-term or temporary), auditors, consultants, contractors, trainees, seconded staff, homeworkers, casual workers and agency staff, volunteers, interns, agents, sponsors or any other person associated with us, wherever located (collectively referred to as workers in this policy). It also applies to Travelife Member accommodation providers and our suppliers.

### WHAT IS BRIBERY?

A bribe is an inducement or reward offered, promised or provided in order to gain any commercial, contractual, regulatory or personal advantage. For the purpose of the UK Bribery Act 2010, offences can fall under four categories; offering a bribe, receiving a bribe, bribing a foreign official and failure to prevent bribery by a corporate organisation. Each of these categories are described in more detail below.

**Offering a Bribe:** The offering, promising or giving of a reward to induce a person to perform a relevant function or activity improperly.

**Receiving a Bribe:** The accepting of, agreeing to accept or requesting of a reward in return for performing a relevant function or activity improperly.

**Bribing a Foreign Official:** This is a specific offence involving trying to influence a foreign public official, with the intention of obtaining or retaining business, in a situation where the public official was not permitted or required by law to be influenced.

**Failure to Prevent Bribery by a Corporate Organisation:** This occurs when an organisation fails to stop people who are operating on its behalf from being involved in bribery. This could occur as a result of the activities of a range of people working on behalf of the organisation (e.g. an employee, consultant, or agent) if those individuals were involved in accepting or receiving a bribe which resulted in the organisations gaining or retaining business.

### GIFTS AND HOSPITALITY

This policy does not prohibit normal and appropriate hospitality (given and received) to or from Travelife Ltd workers, provided the following requirements are all met:

- a. It is not made with the intention of influencing someone to obtain or retain business or a business advantage, or to reward the provision or retention of business or a business advantage, or in explicit or implicit exchange for favours or benefits;
- b. It complies with local law;
- c. It does not include cash or a cash equivalent (such as gift certificates or vouchers).
- d. It is appropriate in the circumstances. For example, in the UK it is customary for small gifts to be given at Christmas time.

- e. Taking into account the reason for the gift, it is of an appropriate type and value and given at an appropriate time.
- f. It is given openly, not secretly.
- g. Gifts should not be offered to, or accepted from, government officials or representatives, or politicians or political parties.

We appreciate that the market practice of giving business gifts varies between countries and regions, and what may be normal and acceptable in one region may not be in another. The test to be applied is whether in all the circumstances the gift or hospitality is reasonable and justifiable. The intention behind the gift should always be considered.

**What is not acceptable?** It is not acceptable for you (or someone on your behalf) to:

- Give, promise to give, or offer, a payment, gift or hospitality with the expectation or hope that a business advantage will be received, or to reward a business advantage already given.
- Give, promise to give, or offer, a payment, gift or hospitality to a government official, agent or representative to "facilitate" or expedite a routine procedure.
- Accept payment from a third party that you know or suspect is offered with the expectation that it will obtain a business advantage for them.
- Accept a gift or hospitality from a third party if you know or suspect that it is offered or provided with an expectation that a business advantage will be provided by us in return.
- Threaten or retaliate against a worker who has refused to commit a bribery offence or who has raised concerns under this policy.
- Engage in any activity that might lead to a breach of this policy.

**Facilitation Payments and Kickbacks:** We do not make facilitation payments or "kickbacks" of any kind. Facilitation payments are typically small, unofficial payments made to secure or expedite a routine government action by a government official. These are common in some jurisdictions around the world. Kickbacks are typically payments made in return for a business favour or advantage. Travelife Ltd workers must avoid any activity that might lead to, or suggest, that a facilitation payment or kickback will be made or accepted by us.

## **YOUR RESPONSIBILITIES**

1. You must ensure that you read, understand and comply with this policy.
2. You are required to avoid any activity that might lead to, or suggest, a breach of this policy.
3. You must notify Travelife Ltd as soon as possible if you believe or suspect that a conflict with this policy has occurred, or may occur in the future.

Please email [info@travelife.org](mailto:info@travelife.org) if you have any questions about Travelife's anti-bribery and corruption policies.