

## Accommodation Agency Agreement (including Terms and Conditions)

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**Between:**

**WebBeds FZ-LLC (trading as Sunhotels, Lots of Hotels, FIT Ruums, Destinations of the World (“DOTW”) and/or JacTravel)** a company registered in Dubai, United Arab Emirates with company number 91277 whose registered office is at Suite 3210-3213 Al Shatha Tower, PO Box 502115, Dubai Media City, Dubai, United Arab Emirates (**WebBeds**);

**and**

**Accommodation Name:** [• ]

**Accommodation Address:** [• ]

**Notices to be sent to:** [• ]

This agreement consists of this front page, the Terms and Conditions attached to this front page and the agreed commercial terms set out in the rates schedule that is in force from time to time (Rates Schedule). If there is a conflict between the terms of this agreement and the terms of a Rates Schedule, the terms of the Rates Schedule will prevail.

This agreement sets out the terms under which the Principal appoints WebBeds, branded as Sunhotels, lots of hotels, FIT Ruums, Destinations of the World (“DOTW”) and/or JacTravel (or any subsidiary, subsidiary undertaking or holding company as defined in section 1159 of the Companies Act 2006) (Associated Company) as its agent to sell Rooms (as defined in this agreement) on the Principal’s behalf.

For and on behalf of

**WebBeds FZ-LLC**

Full name:

Title:

Signature: \_\_\_\_\_

Date:

For and on behalf of

**Principal**

Full name:

Title:

Signature: \_\_\_\_\_

Date:

# Terms and conditions

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## 1 Term

This agreement will come into force on the date of this agreement and will continue in force unless and until there is no Rates Schedule in place between the parties or it is terminated by either party in accordance with clause 15 below, subject always to clause 16.

## 2 Appointment as agent

2.1 The Principal appoints WebBeds as its agent to conclude sales of room accommodation (including associated facilities and guest amenities) in the hotel or other accommodation set out on the front page (Hotel) which are allocated for sale in accordance with this agreement (**Rooms**), and WebBeds accepts the appointment on those terms.

2.2 WebBeds may at its discretion, appoint, delegate or subcontract Associated Companies to comply with its obligations and conclude sales of Rooms.

## 3 Sales to Clients and applicable terms

3.1 Sales concluded by WebBeds will result in binding contracts between the Principal and a third party who (acting on its own behalf or on behalf of an ultimate consumer) uses the services and products provided by WebBeds to search for, select and purchase Rooms (**Client**).

3.2 The Principal acknowledges that WebBed's effective provision of agency services depends upon the use of standardised terms and conditions in the contracts created by WebBeds for the Client. Accordingly, except to the extent that alternative terms are supplied by the Principal in respect of any particular Hotel or Rooms, the WebBeds Booking, Cancellation and Complaints Policy (which can be found at <https://news.webbeds.com/webbeds-cancellation-booking-and-complaints-policy/> as applicable at the time of the booking will apply to each booking concluded between Principal and each Client through WebBeds.

## 4 WebBeds' obligations

4.1 WebBeds undertakes and agrees at all times during the term of this agreement to:

4.2 act towards the Principal in good faith;

4.3 conclude the sale of Rooms with all due care and diligence;

4.4 promote the business of the Principal, through WebBeds' products and services, by ensuring Rooms are listed as available to potential Clients;

4.5 except as authorised by the Principal in this agreement or otherwise in writing, not act in a way which will incur any liabilities on behalf of the Principal nor pledge the credit of the Principal;

4.6 collect on behalf of the Principal any fees, including cancellation fees, which are due to the Principal in relation to any bookings made through WebBeds; and

4.7 comply with all reasonable and lawful instructions of the Principal from time to time concerning the sale of the Rooms which are consistent with the terms of this agreement.

4.8 The Principal acknowledges that WebBeds may refuse, reject, change or cancel sales of Rooms for operational or financial reasons, provided that such actions do not place the Principal in breach of its contract with any Client.

## 5 Principal's obligations

The Principal undertakes and agrees at all times during the term of this agreement to:

5.1 act in good faith in its relations with WebBeds;

5.2 provide the Rooms at the time, date and cost specified in the Rates Schedule;

- 5.3 subject to the provisions of clause 3.2, accept the terms of WebBeds' Booking, Cancellation and Complaints Policy in relation to contracts with Clients concluded by WebBeds on behalf of the Principal;
- 5.4 ensure that the Rooms (and related goods and services) comply with all national and local (including all health and safety) laws, decrees, regulations and codes of practice;
- 5.5 inform WebBeds immediately if any contract concluded on its behalf by WebBeds will not be performed by the Principal, and of the reason for that non-performance; and
- 5.6 deal promptly and efficiently with any complaint, dispute or post-supply enquiry relating to Rooms raised by a Client.

## 6 Confirmation of bookings

- 6.1 The Hotel acknowledges that the sale of a Room to a Client will be completed (and a binding contract between the Hotel and the Client will be formed) once WebBeds sends a booking confirmation to the Client on the Hotel's behalf (**Booking Confirmation**).
- 6.2 Upon WebBeds receiving a request for a booking from a Client, WebBeds will send to the Hotel a request via the Booking System (**Booking Request**) requesting that the Hotel approve the booking (whether by means of clicking a link specified in a Booking Request email, or taking some other manual or automated step in response to the Booking Request).
- 6.3 WebBeds will send a Booking Confirmation (and the Hotel waives any right to challenge a booking and/or Rate (as defined in clause 7 below), upon the occurrence of the earliest of the following:
  - 6.3.1 the Hotel approving a Booking Request as specified by clause 6.2; or
  - 6.3.2 subject to the Hotel challenging a booking pursuant to clause 6.4, the expiry of the 48 hour period following WebBeds sending the Booking Request.
- 6.4 Provided that the Hotel has not clicked the link included in the Booking Request, the Hotel may only challenge a booking and/or Rate within 48 hours of WebBeds sending a Booking Request.
- 6.5 The parties acknowledge that the Hotel may make Rooms available to WebBeds on the following bases:
  - 6.5.1 where a fixed number of Rooms will be allocated to WebBeds for sale to Clients for a fixed period (such period to be agreed in writing in advance by the parties) (Allocation Basis); and
  - 6.5.2 where a fluctuating number of Rooms will be allocated to WebBeds for sale to Clients (Freesale Basis).
- 6.6 In respect of Rooms made available to WebBeds on a Freesale Basis, the Hotel acknowledges that it is solely responsible for ensuring that:
  - 6.6.1 the correct number of available Rooms appears on the Booking System; and
  - 6.6.2 each Room appears in the Booking System with the correct period before which such Room must be released back to the Hotel.
- 6.7 Any unsold Rooms made available on a Freesale Basis will be released back to the Hotel at midnight UK time each day.

## 7 Payments and Commission

- 7.1 WebBeds will account to the Principal for the Rate (as received) on Rooms sold to Clients and occupied by guests in accordance with the Rates Schedule. For the purpose of this agreement Rate means the applicable rate for each Room specified in the Rates Schedule.
- 7.2 Except where a Best Available Rates (BAR) agreement is in place, the Principal grants WebBeds authority to set, in its absolute discretion, the price that is charged by the Principal to Clients for Rooms.
- 7.3 WebBeds will be entitled to retain the **Commission**, which shall be either
  - 7.3.1 the amount that WebBeds charges the Client (in its absolute discretion) for each Room less the Rate; or

- 7.3.2 where a BAR agreement has been agreed between the Principal and WebBeds, the percentage of the Rate set out in the Rates Schedule.
- 7.4 The Principal agrees that the following process will apply in relation to the release of the Rate (net of Commission) by WebBeds to the Principal:
- 7.4.1 the Principal may not request payment before the date of checkout from the Hotel of the guest(s) staying in Rooms (Checkout Date); and
- 7.4.2 all requests for payment must be received by WebBeds by the last calendar day of the month in which the Checkout Date occurred;
- 7.4.3 the request for payment must set out [WebBeds to consider content of request]
- 7.4.4 WebBeds will send any amounts due to the Principal within the period set out in the Rates Schedule.
- 7.5 The Principal recognises that compliance with the process set out in clause 7.4 is essential to the smooth operation of WebBeds' agency system and waives any right to require accounting for any sums due to it outside such process.
- 7.6 The Principal will pay any agreed Annual Fee and/or Marketing Contribution/rebate for each period where this is shown in the Rates Schedule.
- 7.7 On termination of this agreement:
- 7.7.1 the parties will remain responsible, in the manner set out above, to each other in relation to Room sales concluded prior to the date of termination, less any cancellations; and
- 7.7.2 the Principal will honour all forward reservations for Rooms placed up until time of termination.
- 7.8 The Rates Schedule will stipulate for all sums payable whether they are inclusive or exclusive of any applicable VAT or any other taxes. If this is not stated in respect of a particular sum, then no additional amount will be due in respect of VAT or any other taxes.

## 8 Marketing

- 8.1 The Principal shall supply the marketing materials (including any digital content, such as property descriptions and images) required by WebBeds to enable it to promote the Hotel to Clients (**Materials**), and the Principal shall ensure that Materials are accurate at all times and not misleading in any way.
- 8.2 The Principal grants WebBeds and/or Associated Companies a non-exclusive, transferable, worldwide royalty-free licence for the term of this agreement to use the Materials for the purpose of performing its obligations.

## 9 Health and Safety

- 9.1 In relation to all accommodation, services and facilities contracted for pursuant to this agreement, the Principal represents and warrants to WebBeds that:
- 9.1.1 the accommodation, services and facilities are safe, of a good and clean standard, in full working order and comply fully with all applicable local, national and any other trade laws, regulations and codes of practice which relate to or in any way affect them; and
- 9.1.2 all permits, consents, licences, and permissions that are required by local, national and any other law for the proper operation of the accommodation, services and facilities (**Permits**) have been obtained and are in force during the validity of this agreement and during the period covered by all reservations made pursuant to it.
- 9.2 The Principal will provide to WebBeds upon demand copies of all Permits.
- 9.3 Upon request, the Principal shall permit representatives of WebBeds to inspect the accommodation, facilities and services and all consents, licences, permissions and other documents that are relevant for the purposes of verifying the Principal's compliance with clause 9.1.

9.4 The Principal must complete a “Safety Inspection Checklist” at least once each year or more frequently if so requested by WebBeds. The Principal must immediately notify WebBeds of any changes that occur relating to the information provided in the checklist.

## **10 Limitation of WebBeds’ liability**

10.1 The aggregate total liability of WebBeds and Associated Companies in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement is limited to the higher of:

10.1.1 the Rate paid or payable for the Rooms which are the subject of the liability; or

10.1.2 £100,000 (one hundred thousand pounds sterling).

10.2 Neither WebBeds nor its Associated Companies are liable to the Principal for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise (in each case whether direct, indirect or consequential) or any claims for consequential compensation whatsoever and however caused which arise out of or in connection with this agreement.

## **11 Indemnity and insurance**

11.1 In this clause 11, a reference to WebBeds includes its Associated Companies, and the provisions of the clause are for the benefit of WebBeds and each such Associated Company, and will be enforceable by each such Associated Company, in addition to WebBeds.

11.2 Provided that WebBeds was acting within the scope of its authority under this agreement as agent for the Principal, the Principal will indemnify and keep indemnified WebBeds from and against all Losses arising out of or in connection with:

11.2.1 the Principal’s breach of any of its obligations under this agreement; and

11.2.2 the Principal’s negligence, misrepresentation, default or breach of its obligations to Clients or Hotel guests or patrons.

11.3 In this clause 11, **Losses** means: costs, claims, demands, liabilities, expenses, damages or losses incurred or suffered by WebBeds as a result of a claim against WebBeds by a Client, Hotel guest or patron or any third party, including without limitation:

11.3.1 any liability of WebBeds to other parties arising out of WebBeds or Client obligations under legislation or regulation implementing Directive (EU) 2015/2302 (the Package Travel Directive);

11.3.2 loss of profit;

11.3.3 damage to reputation;

11.3.4 interest, penalties; and

11.3.5 legal and other professional costs and expenses.

11.4 Where a claim by a third party will or is likely to lead to Losses in respect of which WebBeds claims indemnity under clause 11.2, WebBeds will:

11.4.1 notify the Principal of the claim; and

11.4.2 upon request, permit the Principal’s insurers to conduct the defence or settlement of the claim.

11.5 Throughout the period of this agreement the Principal shall take out and maintain a comprehensive insurance policy or policies to cover both all third party (public liability) risks (including, without limitation, death, personal injury and illness in respect of guests staying at the Hotel) and the Principal’s obligations under clause 11.2 above.

11.6 The Principal shall on demand supply WebBeds with copies of the said insurance policies (including renewal policies and up-to-date schedules) and proof of payment of the current premium.

## 12 Confidentiality

- 12.1 Each party undertakes that it will not at any time during the term of this agreement use, divulge or communicate to any person (except to its professional representatives or advisers or as may be required by law or any legal or regulatory authority) any information concerning the business or affairs of the other party or of any Associated Company (**Confidential Information**) which is not in the public domain and which by its nature should be treated as sensitive or confidential information may have or may in future come to its knowledge and each of the parties will use its reasonable endeavours to prevent the publication or disclosure of any Confidential Information concerning such matters.

## 13 Data Protection

- 13.1 For the purpose of this clause:
- 13.1.1 Data Protection Legislation means:
- 13.1.1.1 Within the EU: EU Regulation 2106/679 (**GDPR**), the Data Protection Act 2018 and all applicable data protection laws including any subordinate legislation, regulation or guidance issued by the relevant authority.
- 13.1.1.2 Outside the EU: applicable law or regulation which applies to the relevant party which governs the collection, storage and use of personal data.
- 13.1.2 the terms process, processed, processes, processing, personal data and personal data breach, have the meanings set out in the Data Protection Legislation.
- 13.2 The Hotel acknowledges that WebBeds, in collecting and providing personal data to the Hotel for the purpose of arranging any booking is acting as data processor for the Client, and WebBeds gives no warranty regarding the steps taken by the Client to comply with Data Protection Legislation.
- 13.3 The parties will comply with all applicable requirements of the Data Protection Legislation in performing their respective obligations under this agreement, including but not limited to in respect of:
- 13.3.1 any personal data processed by the parties in connection with this agreement;
- 13.3.2 transfers of any personal data processed by the parties in connection with this agreement to any third party, third country or an international organisation; and
- 13.3.3 the parties' respective security obligations (including those set out under Article 32 of GDPR).
- 13.4 The Principal undertakes to, immediately, and in any event within forty-eight (48) hours of becoming aware, notify WebBeds in writing in the case of any personal data breach or other breach of Data Protection Laws which may have occurred in connection with any personal data provided by WebBeds to the Principal under this agreement and, together with such notice, shall provide a written description of the particulars of such breach.

## 14 Force Majeure

- 14.1 Subject to clause 14.3 below, neither party shall be liable for any failure to perform any of its obligations hereunder where it is unable to do so directly due to an event of "force majeure" which is beyond its reasonable control, including but not limited to fire, flood, earthquake, pandemic or other natural disaster, nuclear disaster, riot, war, terrorist activity, governmental action or labour strike, provided such party has made all reasonable efforts to work around the event of force majeure.
- 14.2 In the event that a party is prevented from performing any of its obligations hereunder due to a force majeure event, it will notify the other party immediately in writing of the reason for the failure to perform, giving a date by which it expects to be able to resume performance. In the event that the failure to perform persists for a period of 14 consecutive days or more, the other party may immediately terminate this agreement in writing.
- 14.3 During the period of any force majeure event, the Principal will at its own cost take all reasonable steps to accommodate and provide comfort for Clients and/or be responsible for repatriation of the Clients.

## **15 Termination**

- 15.1 Either party may terminate this agreement with immediate effect at any time by notice in writing to the other party if:
- 15.1.1 the other party is in material or persistent breach of any other provisions of this agreement and the breach, if capable of remedy, has not been remedied within 30 days after receipt by the defaulting party of notice requiring the breach to be remedied; or
  - 15.1.2 the other party makes an arrangement with its creditors, cannot pay its debts as they fall due, is declared insolvent or has an administrator or receiver appointed.
- 15.2 WebBeds may terminate this agreement with immediate effect at any time by notice in writing to Principal if there is a change of control ("control" as defined in section 1124 of the Corporation Tax Act 2010) of the Principal or change of ownership of the Hotel.

## **16 Consequences of termination**

- 16.1 Except as provided in this agreement, following its termination, WebBeds will have no further obligation to the Principal.
- 16.2 The following clauses will survive termination of this agreement and continue in full force and effect: clauses, 6, 9, 10, 11, 12, 13, 16, 17 and 18.
- 16.3 Termination of this agreement will not affect any rights, remedies or obligations of the parties that have accrued or become due prior to termination.

## **17 Modern Slavery**

- 17.1 The Principal warrants and represents to WebBeds that to the best of its knowledge and belief, there is no slavery, servitude, forced or compulsory labour, or human trafficking (**Modern Slavery**) in its supply chain.
- 17.2 The Principal will use best endeavours to ensure that there is no Modern Slavery occurring in its business or in its supply chain, including, without limitation:
- 17.2.1 conducting regular risk assessments for Modern Slavery within the Principal's supply chain;
  - 17.2.2 implementing appropriate controls to prevent Modern Slavery.
- 17.3 The Principal will notify WebBeds immediately upon it becoming aware of the existence of Modern Slavery within its business or in its supply chain.
- 17.4 Any breach of clauses 17.1 to 17.3 inclusive by the Principal shall be deemed a material breach of the agreement and shall entitle the WebBeds to terminate the agreement in accordance with clause 15.1.

## **18 General**

- 18.1 WebBeds will, without prejudice to any other rights or remedies under this agreement, be entitled to set off any liability of WebBeds and/or its Associated Companies to the Principal against any liability of the Principal to WebBeds and/or its Associated Companies.
- 18.2 WebBeds' Associated Companies may enforce the terms of this agreement pursuant to and in accordance with the Contracts (Rights of Third Parties) Act 1999.
- 18.3 Except as provided in clause 18.2 no person who is not a party to this agreement will have any right to enforce it pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 18.4 The Principal may not assign, subcontract or otherwise transfer all or any part of this agreement without WebBeds prior written consent.
- 18.5 If the Principal business is sold by the Principal to a third party, the Principal will ensure that the acquirer of the business accepts and undertakes to comply with the terms of this agreement.

- 18.6 Neither party will be affected by any delay or failure in exercising or any partial exercising of his rights under this agreement unless he has signed an express written waiver or release.
- 18.7 If any provision of this agreement is or becomes illegal, invalid or unenforceable under the law of any jurisdiction, that will not affect or impair:
- 18.7.1 the legality, validity or enforceability in that jurisdiction of any other provision of this agreement; or
  - 18.7.2 the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this agreement.
- 18.8 Nothing in this agreement is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between WebBeds and the Principal. The Principal shall not have authority to act as agent for, or to bind, WebBeds in any way.
- 18.9 No variation or agreed termination of this agreement or of any document referred to in it shall be effective unless it is in writing.
- 18.10 This agreement, together with each Rates Schedule sets forth the entire agreement and understanding between the parties in connection with the matters which are the subject of this agreement.
- 18.11 This agreement will be governed by the laws of England and Wales.
- 18.12 The parties hereby submit to the non-exclusive jurisdiction of the courts of England and Wales save that WebBeds may, at its absolute discretion, take proceedings or seek remedies before the courts or any competent authority of any jurisdiction in which the Principal has its place of business, assets or accommodation.