



# TERMS AND CONDITIONS

DIRECT BOOKING REVOLUTION

Online Accommodation Reservation Services

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### TERMS & CONDITIONS

These terms and conditions (the “Terms and Conditions”) apply to the provision of online accommodation reservation services (the “Services”) that we will be providing to you as the owner of a property (“You”, “Your”, “Yours”, “Accommodation Owner”).

These Services will be provided through Booking Whizz Limited, trading as DirectBookingRevolution.com or any other regional domains (ccTLD: Country Code Top Level Domains) (“We”, “Us”, “Our”, “DirectBookingRevolution”, “BookingWhizz Domains”).

These Terms and Conditions form the entire binding agreement (“Agreement”) between the parties relating to the Services being offered. This Agreement will be deemed to supersede and/or replace any previous written or oral contracts, communications or correspondence. Execution of the Agreement and/or use of the Service indicates your acknowledgment and unconditional acceptance of all Terms and Conditions set out herein.

For the avoidance of doubt, the term accommodation in this Agreement can refer to any kind of accommodation property, including hotels, apartments and so forth (“Accommodation”).

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### OUR SERVICES

As part of the Services, we will act as Your agent to promote Your Accommodation and transact reservations for Accommodation users (“Guest/s”) on Your behalf. In doing so, we will provide the following:

1. **Training:** We will collect information from You and train You in procedures aimed to increase reservations of Your Accommodation;
2. **Distribution:** We will arrange for appropriate details of Your Accommodation (“Information”) as supplied by You in the appropriate format and subject to Our approval, to be distributed with such websites and agencies (“Sites”) as We consider appropriate for the purpose of driving last minute and/or year-round reservations for your property, including but not limited to directbookingrevolution.co.uk;
3. **Extranet:** We will provide You with access to an on-line facility (“Extranet”) to update Your Accommodation rates and availability and Information;
4. **Complaints Referral:** We will refer disputes or complaints relating to the guest’s stay at Your Accommodation to You for resolution;
5. **Guest Reviews:** We may invite guests to comment on their stay at Your Accommodation and may publish those comments and scores on the Sites;
6. **Translations:** We may edit and translate Your Information into other languages;
7. **New Features:** We may introduce new features and procedures from time to time in order to drive more reservations to Your Accommodation and to make the Services more efficient; and
8. **Preferred Partners:** We may select certain Accommodations as preferred partners. Preferred partners will have specific additional services. We will agree the preferred partner domain (“Domain”) name with You and We will purchase and pay for the Domain for the preferred partner product. We will retain the ownership of that domain and cover the ongoing hosting and renewal costs associated with that domain.

In providing the services, We reserve the right, without notice, to amend or delete any Information on the Sites which we judge to be, in Our sole discretion, defamatory, obscene, materially inaccurate, in breach of any law or advertising code of practice. We may also exercise this right where Information provides direct references to Your website or other direct contact details.

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### YOUR OBLIGATIONS

1. **Information:** You are responsible for updating the Information on the Extranet on a daily basis, ensuring that all Information is accurate and up to date at all times, including prices, details on room availability and all other relevant information. We use this Information to drive reservations to Your Accommodation. If the Information You provide is wrong or misleading, You agree to indemnify Us

and hold us harmless against all loss, liability or costs incurred by Us as a result. Neither We, nor our business partners, can accept responsibility for any incorrect or over-bookings and/or incorrect rates which result from Your failure to accurately update the Extranet;

2. **Guaranteed Room:** In the event of an incorrect booking or over-booking caused by Your failure to comply with obligation number 1 above, You shall find the Guest alternative accommodation of equal or better standard than, and a reasonable distance from, the original Accommodation, provide complimentary transport to and from the alternative Accommodation, ensure that the Guest pays no more than the lesser of the original rate and the rate charged by the alternative accommodation. In such a case, We have a right to keep any commissions from the reservation;
3. **Honour Contract:** You are bound to accept the Guest as a contractual party, to deal with the reservation in accordance with all the information contained in it, including supplementary information and wishes made known by the Guest. Our systems are used to monitor Your receipt of reservations by fax, email, or through the Extranet shall be conclusive, unless You can provide credible counterevidence;
4. **Rate Parity:** You will ensure that the prices You update into the Extranet represent the best available price for an overnight stay and that a lesser price may not be obtained by booking directly with You or via another party or via another medium ("Rate Parity Guarantee");
5. **Availability Parity:** You will ensure that the availability You update into the Extranet represents all your rate plans and room types as are available for sale or communicated via any other online medium, including your websites ("Availability Parity Guarantee"). As part of the Availability Parity Guarantee, you will ensure that We will at all times have "last room availability" ("LRA"). LRA means that you must guarantee that your last room available on any other online channel, your own website(s) included, will also be made available to Us.
6. **Promotional Parity:** You will ensure that the promotions you update into the Extranet, and which can be supported by the Extranet system, will represent all your promotions as are available for sale or communicated via any other online medium, including your website(s) ("Promotional Parity Guarantee").
7. **Reservations:** You can check all reservations and cancellations via the Extranet. We will also deliver reservations of your Accommodation by email or Extranet notification. In case of changes to email address, you are responsible to notify us immediately.
8. **Check-In:** All relevant Guest booking information (including amendments, if any) will be submitted to you prior to arrival of the Guest(s). You must ensure that the Guests present the following items upon check-in: Voucher from Direct Booking Revolution and Valid photo ID which matches the name on the voucher. Your Accommodation must verify these items. If any of the above items cannot be presented at the Accommodation, or if the name on the photo ID does not match the name on the voucher, or in case of any other discrepancy, the Accommodation must contact Direct Booking Revolution immediately before allowing the Guest to check-in under Our voucher. If the Accommodation fails to verify the data, Direct Booking Revolution may choose to decline payment for such booking(s).
9. **Credit Card Payment:** We will validate Guest's credit cards at the point of reservation on any Booking Whizz Domains and take the full amount of the reservation from the Guest ("Complete Booking").
10. **Virtual Payments:** Once a Complete Booking is made, an automatic system will fax You with our virtual credit card information ("Virtual Card") to confirm the Guest's reservation at Your Accommodation. The Virtual Card information will enable You to charge the Complete Booking value less any agreed commission ("Commission") due to Us ("Net Payment").
11. **Net Payment:** The Net Payment will be taken according to Your Accommodation's payment policy. Net Payment and Commissions are calculated on the Complete Booking value i.e. including extra beds or cots requested by the guest at time of reservation, and including VAT where applicable, regardless of whether the price displayed on the Sites is inclusive or exclusive of VAT.
12. **Payment Collection:** If You fail to claim your Net Payment from the Virtual Card within one hundred and fifty (150) days after a Guest's checkout, You may not assert any claim against Direct Booking Revolution with respect to that reservation.
13. **Incidental Costs:** Guests shall be solely responsible for payment of all incidental charges that they may incur in excess of the original Complete Booking stated in the booking confirmation from Direct Booking Revolution.
14. **Copyrights:** You will ensure that You have all the necessary rights and authority to Use any copyrights, brands or logos referred to in Your Information;
15. **Translations And Guest Reviews Exclusive:** We may translate, edit and publish guest reviews and your Information. You will not permit those translations that we have made of your Information nor our guest reviews to be used for any other sales channels apart from Our own. We will not be held liable for the content of such translations or guest reviews.

16. **Online Marketing Inclusion:** You authorize Us to promote your Accommodation using Your Accommodation name or your personal name where applicable with online marketing, including email marketing and/or pay-per-click (PPC) advertising. We have the right to carry any types of marketing we wish and we may run campaigns at our discretion. Any advertising or marketing costs are Ours. You may request reasonable restrictions on the type of promotion channels we select ourselves but acknowledge that, whilst we will attempt to prevent this, we do not have full control over unsolicited and/or illicit links and references to the Sites.
17. **Other:** In case of dispute, discrepancy or audit by legal authorities, You shall produce evidence of Guest occupancy or other relevant information as required.
18. **Security:** You will ensure that Your User ID and password/PIN for the Extranet are kept confidential and are made available only to duly authorized persons and that You inform Us immediately of any suspected security breach.

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## RANKING

The order in which properties are listed on the Sites (the “Ranking”) is determined unilaterally by DirectBookingRevolution.com using an automated algorithm which considers factors including, but not limited to, Your committed and actual availability, Your agreed Commission percentage, Your conversion (the ratio of Site visits to reservations made), Your sales of room nights, Your cancellations, and Your guest reviews.

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## OBLIGATIONS AFTER TERMINATION

You will remain responsible for honoring all reservations made prior to the date of termination whether or not the date of Guest departure is before or after the date of termination and You may not use any of the Information that was translated by Us or created by Us without Our express written permission.

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## CHANGES

This Agreement is **version 1** of the Terms and Conditions. We may amend these Terms and Conditions at any time by posting the amended Terms and Conditions (“Amended Terms”) on the Extranet, and requesting an active acknowledgement that the amendments are agreed. Amendments shall come into force no earlier than one (1) month after being posted on the Extranet. If You do not actively acknowledge the revised terms before they come into force, Your continued participation in the Services shall constitute acceptance of the Amended Terms. If You do not want to be bound by the Amended Terms, then You may terminate in accordance with this Agreement.

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## TERM AND TERMINATION

This Agreement shall be valid for one (1) year from the date of signing by the last signatory (“Term”) and shall be renewed automatically at the end of the Term unless terminated by either party.

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## INTELLECTUAL PROPERTY RIGHTS

You do not acquire any rights relating to Our trademarks, patents, database rights, translated Information and copyright and any other intellectual property whatsoever relating to the Service other than as expressly set out in this Agreement. It remains Your sole responsibility to protect the copyright, trademarks and trade names contained in the Information.

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## ASSIGNMENT

We may assign the delivery of the Services or parts thereof to third parties.

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## REASONABLE EFFORTS

We will take due care to ensure that the Services and Sites remain fully functional. However it may, on occasion be

necessary to close or suspend provision of any of the Services on the Sites for the purposes of repair, maintenance or development. Also, access to the Sites by guests or operation of any of the Services by You may be interrupted by circumstances beyond Our control. In such event, We cannot accept responsibility (to the extent permitted by law) for any error, omission, interruption, defect, interruption or delay in operation or transmission or other failure to provide the Service and Sites. Direct Booking Revolution provides, and You accept, the Services are delivered on an "as is" and "as available" basis and Direct Booking Revolution makes no representations or warranties with regard to the same.

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### LIMITATION OF LIABILITY

In no event, shall either party be liable to the other for loss of goodwill, loss of profits, loss of use of data, interruption of business, cost of removal and reinstallation of goods or for any indirect, special, incidental or consequential damages or other economic loss whether such damages or losses are alleged to have been caused by tortious conduct or breach of contract or otherwise even if the other party has been advised of the possibility of such damages. Such damages shall include but shall not be limited to the cost of removal and reinstallation of goods, loss of goodwill, loss of profits, loss of use of data, interruption of business or other economic loss. The maximum liability of one party to the other in aggregate for all claims made against such other party in contract tort or otherwise under or in connection with this Agreement shall in any event not exceed the aggregate commission received or paid by such party in the three (3) months preceding the claim. Either party's right to make a claim will be considered waived if no claim is made within six (6) months after the event giving rise to such claim.

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### GENERAL

1. **Entire Agreement:** This Agreement (including the Annex, if any) is the only and whole Agreement between you and us relating to the Services and supersedes and replaces any prior written or oral agreements, representations or understandings between them. This clause is without prejudice to the provisions relating to changes or the parties' rights to conclude addenda or amendments to this Agreement.
2. **Severability:** In case any provision of this Agreement becomes invalid or unenforceable, the parties shall remain bound by the remainder of the Agreement and replace the invalid or unenforceable provisions with new provisions having a similar effect to the maximum extent possible.
3. **WAIVER:** Neither failure nor delay by a party to enforce at any time any one or more of the terms or conditions of this Agreement shall operate as a waiver thereof, or of the right to subsequently enforce all terms and conditions of this Agreement.
4. **Force Majeure:** Neither party shall be liable for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to natural disasters, government restrictions, wars, terrorism, insurrections, nuclear incidents and/or any other cause beyond the control of the party whose performance is affected.
5. **Legal Compliance:** Each party will make all reasonable efforts to ensure full compliance with applicable laws and regulations. Both parties agree that they will not make or offer to make, in connection with this Agreement, any payment, gift or transfer of anything of value: (i) to or for the use or benefit of any government official or government employee (including employees of government owned entities or corporations); or (ii) to any political party (including its officials or candidates); or (iii) to an intermediary for payment to any of the foregoing, in order to induce the recipient to do or omit to do an act in violation of the lawful duty of such recipient, to obtain or retain business or to secure any improper advantage. Breach of this provision by one party entitles the other party to terminate this Agreement with immediate effect.
6. **Representation & Warranty:** The Accommodation hereby certifies that it has corporate power and all required licenses, permits and authorizations of any kind to carry on its business as it is now being conducted and has the full right, power, and authority to enter into this Agreement. At the time of signing of this Agreement, the Accommodation is not aware of any economic or trade sanctions or equivalent issued by national, foreign or international governmental bodies or authorities applicable to the Hotel, its employees, representatives, owners, or affiliates, which could affect their capacity to enter into this Agreement. The Accommodation will indemnify and hold DirectBookingRevolution harmless in case of a breach of this provision.
7. **No Control:** DirectBookingRevolution does not in any way (directly or indirectly, independently or in conjunction with any party) own, manage, operate or control the hotels, or any room in such Accommodation, covered by this Agreement.
8. **Good Faith:** Both parties acknowledge and agree that they want to cooperate in a constructive spirit and will fulfil

their obligations under this Agreement in good faith.

9. **Data Protection:** You may only use the customer data and other Personally Identifiable Information (“PII”) we provide for the purposes of providing the Accommodation to the Guest. You may not use this data in connection with unsolicited marketing activities or offers. You will at all times use reasonable and appropriate security measures to prevent corruption of and unauthorized access to PII. Such measures will include, among other things, data encryption and channel encryption. You must notify us of any security breach as promptly as possible (not later than 1 day after discovering the breach). Each party will use all commercially reasonable efforts to ensure that the requirements of relevant data protection legislation are met in performing all obligations under this Agreement.
10. **Confidentiality:** You acknowledge that the Services contain confidential and highly sensitive material. You therefore agree to maintain in strict confidence any such and other business sensitive and confidential information (including, for the avoidance of doubt, the terms of this Agreement) and apply security measures no less stringent than the measures which you apply to protect your own like information, but not less than a reasonable degree of care, to prevent unauthorized disclosure and use of the confidential information. Disclosure is only allowed with explicit prior permission or as may be required by law.
11. **Contracting Entity:** this Agreement is with Booking Whizz Limited trading as DirectBookingRevolution.com, a company registered in the United Kingdom with Registered Number 8196577 and whose Registered Office is at 429-433 Pinner Road, HA1 4HN, Harrow, London, United Kingdom.
12. **Governing Law And Jurisdiction:** This Agreement will be governed by and construed in accordance with the laws of the United Kingdom and the parties submit to the exclusive jurisdiction of the United Kingdom courts.
13. **Language:** This Agreement is drawn up in the English language. Any translation into another language is for convenience and information purposes only. In case of conflict between the English language version and such translation, the English language version shall prevail. Headings in this Agreement are inserted for convenience only and shall not affect the interpretation or construction of this Agreement.