



Please read these terms and conditions of use carefully (the "Terms") before using the Service as they form a legally binding contract between the parties listed above.

#### 1. AGREEMENT OVERVIEW

- a. This agreement, effective on the date of signage ('the effective date'), describes the Digital Marketing service that Journey ('the Company') will provide to ('the client')
- b. This document should be read alongside Journey's Master Service Agreement ("MSA") that can be found at <http://terms.journey.travel/MasterServicesAgreement.pdf> Any conflicting or duplicate terms in the MSA are to be superseded by the terms in this agreement.

#### 2. SERVICES

- a. Detailed description of the service are outlined in The Statement of Works above
- b. Support Service Hours: The company's live support services shall be available from 9:00AM to 5:00PM Standard UK Time, Monday to Friday. The Company is closed on all standard UK Holidays and between Christmas and New Year.
- c. Support service contacts and requests can be made by the following channels:
  - i. Phone: +44 (0)1242 682050
  - ii. Email: Address provided during the project kick off call. Can also be found in the Hotel Lobby
- d. Out of business hours support: Out of hours support only covers website and Journey product hosting. Only Urgent requests will be responded to out of business hours in between the day hours of 8AM and 9PM 7 days a week. Urgent tickets to be used only when services are completely unreachable.
- e. All additional support information including response times can be found at <http://terms.journey.travel/JourneyIncidentManagementProcess.pdf>

#### 3. CLIENT ACKNOWLEDGEMENTS

- a. Client understands and agrees to the following requests responsibilities and statements:
- b. Client will provide the Company with all available hi-res photography, logos, content and access passwords upon request.
- c. Client will respond to material requests or requests for approvals within 3 Business days. These requests are necessary to allow for the performance of the services expressed in this agreement. Failure to respond to the Company's requests within 3 business days shall be deemed an implied approval by Client as failure to respond to the Company's requests/proofs/approvals, as a result will delay various services provided as part of the Company's Agreement.
- d. Client will redirect DNS to the Company's server for the duration of Agreement. Failure to redirect DNS will delay launch of Services.
- e. Client will provide the Company with a support contact at their booking engine provider and specific booking engine links at least 48 hours before any live booking actions are required.
- f. Client will provide access to past guest database in a timely manner to enable email promotions to past guests. Any provide data must comply with all data protection laws.
- g. Client acknowledges that the Company neither owns nor governs the actions of search engines with respect to search rankings, that internet traffic flows change, and that the Company does not control unexpected changes in audience behaviour.
- h. The programme is based on the Company's experiences and testing for hundreds of hotels. The Company will do its best to accommodate significant deviations from our proven, best practises however, Client understands that the Company cannot be held responsible if major custom changes cause delivery delays.
- i. Websites produced as part of the programme remain under the ownership of the company.
- j. Results of the programme are heavily influenced by third-party systems that the client may use, such as booking engines, channel managers etc. Any changes to set up, status or provider during the course of the programme must be discussed with the company in advance of any changes. The Client understands that the company can not be held responsible for any drop in results or loss of earnings due to the Clients' actions.
- k. Any and all data or information provided to the company from the client must be 100% true and accurate at the time of submission. The Client understands that the Company cannot be held responsible for any drop in results or loss of earnings due to false or inaccurate data or information.



- l. Journey reserve the right to use any success metrics and testimonials to support the promotion of new business. Any results gained and feedback submitted can be used in marketing material and collateral. The programme is designed to increase traffic to the Client's website to increase direct bookings. The level of activity needed, by the Company, to achieve this is defined and actioned by the Company alone.
- m. The level of activity will vary month on month and the Company will not be required to provide a minimum or maximum level of activity for the Client on a monthly basis.
- n. The Company is not obliged to provide the Client with a breakdown of monthly activity at any stage of the programme as how the Company perform and undertake any activity or service is unique and confidential to the Company.
- o. Social media management is not part of the programme. Should you require this please contact your client representative for more information.

#### 4. ACTIVITY

- a. The programme is designed to increase traffic to the Client's website to increase direct bookings. The level of activity needed, by the Company, to achieve this is defined and actioned by the Company alone.
- b. The level of activity will vary month on month and the Company will not be required to provide a minimum or maximum level of activity for the Client on a monthly basis.
- c. The Company is not obliged to provide the Client with a breakdown of monthly activity at any stage of the programme as how the Company perform and undertake any activity or service is unique and confidential to the Company.
- d. Social media management is not part of the programme. Should you require this please contact your client representative for more information.

#### 5. PAYMENT

- a. Fees due: The Company's marketing services are subject to monthly fees ("Monthly Fee"). The Agreement is a month-to-month subscription, commencing on the Effective Date and automatically renewing each month, until termination of Client's Digital Marketing Agreement and is charged by way of set monthly subscription amounts and/or a set percentage of commission of the total revenue taken by the Clients direct channel. These fees are outlined under the Order Summary
- b. Fee payments: The Company will directly charge the Client's approved Monthly Fees by either Direct Debit, recurring card payments, upfront quarterly invoicing or in the case of commission based fees monthly invoices. By signing this agreement the client agrees to pay the company in one of these three payment methods, which must be set up no later than 7 days after receiving the payment setup request.
- c. All Monthly Fees are non-refundable and must be paid in advance. The Company's obligations under this Agreement and/or any Attachment shall be conditional upon Client's fulfilment of its payment obligations. If Monthly Fees are not paid within 15 days of due date, the Company reserves the right to suspend all services until payments are received and/or apply available "pay per- click" funds to outstanding subscription fee balance.
- d. Travel Costs: All required travel (International) and lodging expenses will be reimbursed by Client if on-site meetings/training are required by Client at Client physical location. Travel Costs will be invoiced upon agreement.
- e. Additional Fees: The client understands that additional fees and or costs may become applicable dependent on the level of use by the client of the provided services and or the request of modifications or amends to work produced by the company. Indications of the amount of additional fees are outlined in this agreement or shall be quoted for by the company.
- f. Pay-per-click Advertising, the Company will set-up (or assume admin duties if already existing) and manage Client's Google and or other platform Adwords (pay-per-click) accounts for Client pay-per-click campaigns up to £5,000 per month. Media spend above this amount may be subject to additional charges.
- g. The Monthly media spend is not included within the subscription. The Client must provide a credit card in advance for search engines to charge applicable pay-per-click charges. Client understands and agrees to fund the pay-per-click advertising separately from the Monthly subscription fee.



- h. The Company will charge Client for the entire pay-per-click budget amount on the first day of each applicable Budget Period as requested by Client. The Company will allocate the Budgeted Amount evenly across the entire Budget Period for its duration unless otherwise directed by Client. Once the remaining balance of the Budgeted Amount falls below the Daily Budgeted Amount with respect to any advertising request, Client authorises Company to replenish the applicable account by charging the Budgeted Amount to Client's applicable designated payment account(s) before the commencement of the next applicable Budget Period.
- i. The Company is not responsible for the increase in the cost-per-click of any keyword terms. The campaigns created will be focused on the key traffic segments needed to generate additional revenue
- j. The Company is not responsible for the increase in the cost-per-click of any keyword terms. The campaigns created will be focused on the key traffic segments needed to generate additional revenue

#### 6. CONDITIONS FOR SUCCESS

- a. Rate Parity – direct rates need to be in parity with your other distribution channels.
- b. Direct Allocation - allocation to your direct channel must be preferential over 3rd party channels.
- c. Direct Incentives - We will require booking incentives and attractive USPs to drive your direct business. To ensure this maximises conversion minimum promotional activity needs to be utilised.
- d. Minimum Ad Spend - Needs to be maintained for the duration of digital marketing campaign.
- e. Reputation Management - Reputation is kept to a high standard, both on and off property, with online reviews managed through various online platforms, i.e TripAdvisor.
- f. Disruptions - There are no disruptions to the service provided by each resort, i.e closing a portion of the site for refurbishments.
- g. Resistance to Recommendations – If resistant to following our best practises guidelines (such as bidding on brand terms), results will not be as effective.
- h. Offline Activity - PR activity and offline promotions should be strong and defined to support overall Targets.
- i. Any planned disruptions to the service provided (such as refurbishments) to be communicated with Us immediately,
- j. Adherence to Our best practises guidelines (such as bidding on brand terms).
- k. Governance processes agreed in advance and adhered to (On-boarding)
- l. Data given by client to be accurate / Full transparency and openness between both parties