



Gifted Terms and Conditions

1. INTRODUCTION

- a. Any amendments, modifications, enhancements or changes to the Service made available by the Company from time to time shall be subject to these Terms.

2. DEFINITIONS AND INTERPRETATIONS

- a. Gifted Service ("Service") - the processes, technology and services that enable the sale and fulfilment of Gift Vouchers via a client's website
- b. Gifted User ("User") - client personnel who have limited access to the Gifted system to perform specific tasks, such as sale or redemption
- c. Gifted Superuser ("Superuser" "Admin") - client personnel who have access rights on the Gifted Service to create and edit User access and authorities.
- d. Company - Journey Hospitality Ltd
- e. GVFC - Gift Voucher Fulfilment Centre
- f. Time Zone - all times in this document are UK specific.
- g. Gifted Support - the dedicated team responsible for client success using the Gifted Service
- h. Storage - refers to physical storage of pallets at the Gift Voucher Fulfilment Centre
- i. "Customer(s)" and "Guest(s)" are the end users of the Client's Gifted service; the relationship and all communication with Customers is managed and owned by the Client.
- j. Incident - an unplanned interruption to, or reduction in the quality of, the Gifted Service. May be reported by either the Client or Gifted.
- k. Support Request - a request from the Client for something to be provided, such as training, technical assistance and/or general platform advice.
- l. Change Request - a chargeable request from the Client that requires additional platform work or new functionality to the existing Gifted service.
- m. Bespoke platform feature requests - all new client feature requests will be evaluated by Journey against global value/benefit to the Gifted platform. If a new feature request is agreed, this will be scoped and a reflective cost issued to the Client.

3. RIGHTS GRANTED

- a. You ensure that the Superuser(s) and User(s) of the Service comply with these Terms and acknowledge that you shall remain responsible and liable for the acts or omissions of all Users to the same extent as if you had carried out such acts or omissions yourself.
- b. Subject to the provisions of clause 3., all copyright and other intellectual property rights in the Service and material on the Website (including without limitation photographs and graphical images) are owned by the Company or its licensors. Any use of extracts from the Website for any purpose is prohibited.
- c. All copyright and intellectual property rights in any information uploaded by you or your employees to the Service shall remain vested in you, your employees or your licensors.
- d. No part of the Website or Service may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service without our prior written permission.
- e. Any rights not expressly granted in these Terms are reserved.

4. SERVICE ACCESS & TECHNICAL SUPPORT

- a. Service Availability
 - i. We endeavour to ensure that the Service is normally available 24 hours a day and have a target uptime of 99.8%, excluding scheduled maintenance downtime. Access



to the Service may be suspended temporarily and without notice in the case of urgent maintenance or for reasons beyond our control.

- ii. We shall not be liable if for any reason the target uptime is not met.
- iii. In the event that planned maintenance is required, we will inform Client using agreed contract details at least 48 hours in advance of maintenance.
- iv. Incidents, Requests and target initial Response times are defined within our [incident management process](#).
- v. Site performance
 1. We regularly monitor site performance to ensure acceptable page load speeds, which may lead to recommendations concerning Website assets maintained by Client. It is the client's responsibility to act on these recommendations.
- vi. Training
 1. We will ensure you and your team are trained and proficient on the platform to the required level, determined by Us. Training will be delivered by recorded user video demos. The training consists of up to 2 hours per Client, and is delivered before the Service goes live via the Client's website. On request, and at Our discretion, additional training and configuration services can be provided at additional cost.
 2. New functionality will be released at a regular cadence; release notes - including video if appropriate - will be shared with the client via the Gifted admin portal.
 3. On site training is available at additional cost; this will be charged at our prevailing training day rate plus travel and subsistence. Our hourly rate is £150 per hour.
- vii. Resilience
 1. The Company has implemented a three-tier resilience strategy to provide the highest levels of availability.
 - a. A replica of the live database is synchronised in real-time and resides in a different data centre. This has automatic failover in the event of a problem with the live database or the primary data centre, and provides a 99.95% uptime SLA through Amazon's Relational Database Service (RDS).
 - b. Transaction logs within RDS enable point in time recovery in 5-minute increments for the prior seven days, enabling the database to be restored to a specific point.
 - c. A full backup is taken every 24 hours and is retained for 7 days. In the unlikely event of the live and replica databases becoming unrecoverable, the Company would restore data to the point of the last backup.

5. FULFILMENT AND DELIVERY

- a. Clients may choose to use The Gifted Voucher Fulfilment Centre ("GVFC") for the fulfilment and despatch of vouchers. GVFC is owned and operated by Journey Hospitality Ltd.
 - i. The Gifted Voucher Fulfilment Centre fulfils all postal purchases on behalf of the Client, if included within the Service. The daily cut off for same day dispatch is 1 p.m. (Mondays - Fridays). GVFC will closely monitor fulfilment times during peak trading periods (such as Christmas, Valentine's and Black Friday) and may adjust cut-off time to ensure Our same day dispatch promise is met. If this is not possible due to events outside our control, such as postal strikes, Gifted will contact the Client and keep You updated on developments but take no legal responsibility.



- ii. All vouchers are sent via Royal Mail's Click and Drop system (Royal Mail 24/Royal Mail 48) or Next Day Special Delivery. GVFC cannot take any responsibility for any postal strike action but will make every endeavour to manage updated delivery options or expectations if a strike should occur. Gifted does not take responsibility for vouchers ordered after midday on Friday to be dispatched until the following Monday.
- iii. GVFC is responsible for stocktaking the Client stationery and informing the Client of any short stock. The Client is responsible for delivery of sufficient stock to GVFC.
 - 1. All deliveries sent by the Client to GVFC must include an itemised list of contents to enable efficient booking-in of stock; failure to do so will delay booking-in and may incur charges to cover the additional workload.
- iv. The postage method selected by the guest or a supplier on behalf of the client (such as your local print house) will be used; GVFC have no control over the Royal Mail and so cannot be responsible for their service levels and any time delays.
- v. GVFC operates on all weekdays, excluding U.K. bank holidays, throughout the year.
- b. Email delivery is automated to the recipient's address, and though we cannot be responsible for any spam filters, we will support any re-delivery to another address if this cannot be resolved.
- c. The Collect option is managed in house by the Client.
- d. GVFC has the right to change your postage fee without warning to directly match any price changes made by the Royal Mail.
- e. If your property changes its stock in a manner that affects which weight class or shipping service your vouchers are posted with, GVFC reserves the right to increase or decrease your postage fee in line with the fee the Royal Mail would charge us for posting the new vouchers. In this circumstance, your property would be notified by email of this change.

6. FULFILMENT FEES

- a. The fulfilment fee is outlined within the Client contract and is paid directly by the user. The fee is subject to review and GVFC reserves the right to increase or decrease the fee with no prior notice.
- b. The standard fulfilment fee may be varied by GVFC if client requirements are more complex and time consuming than the standard; the Client will be informed in advance of going live with Gifted.
- c. Stock management fees are charged annually and are outlined within the Client contract. The fee is subject to annual review and the Client will be notified of any change prior to renewal.
- d. Additional storage is charged at £300 (ex VAT) per pallet per annum.

7. ACCEPTABLE CONDUCT

- a. You warrant that any material that You post or provide to the Service is not protected by third-party copyright or any third party intellectual property rights and that We can use such material lawfully.

8. REGISTRATION & PAYMENT

- a. Each account is for use by a single legal entity (e.g. a company or a partnership) You may create Users and Super Users with access to your account through the user management function. The Company does not permit you to share your username and password with any other person.
- b. Responsibility for the security of any usernames and passwords issued for Users and Superusers rests with you.
- c. The Gifted service is billed monthly, annually or by way of commission at the point of transaction. Monthly and annual billing will be made in advance on or around the same day in the month or the same date in the year as to when the contract is signed..



- d. Payments are non-refundable, and no refunds or credits will be given for any partial use within any month or any year.
- e. The service fee is subject to review at the end of the initial contract period and annually thereafter.
- f. Please note that if you terminate your Service agreement then you may lose content, features or capacity. We do not accept any liability for these losses.
- g. All fees quoted are exclusive of all taxes, charges, levies, assessments and other fees of any kind imposed on your use of the Service and shall be the responsibility of, and payable by you. If your place of business is outside the UK and you provide us with a valid VAT registration number then we will not charge you VAT.
- h. We reserve the right to suspend your Service immediately if you fail to provide us with payment of the full amount of any outstanding fees and charges within 14 days of the due date. We will provide prior notice of our intention to suspend your Account by email to your registered email address. If no payment is made to clear the full amount of any outstanding fees and charges within a further 14 days your account and all associated data will be deleted and the agreement between us set out in these Terms shall be automatically terminate.
- i. Unless otherwise stated or either party gives the other notice of termination, agreements will automatically renew at the end of each term for subsequent periods corresponding to the duration of the initial term.

9. DISCLAIMER

- a. Status of Pre-Contractual Statements - Each of the parties acknowledges and agrees that, in entering into the Contract it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to these terms and conditions or not) relating to the subject matter of the Contract, other than as expressly set out in the Contract.
- b. You acknowledge that:
 - i. the Service has been developed to meet the specific requirements of the hospitality sector, and that it is your responsibility to ensure that the facilities and functions of the Service meet your requirements;
 - ii. Whilst we test across a wide range of browser and device combinations (currently tested and supported devices and browsers are documented here [journey browser policy](#)) it is not possible to test the Service in advance in every possible operating combination and environment; and
 - iii. Whilst we endeavour to provide a Service with minimal issues, it is not possible to produce a Service known to be error free in all circumstances.

10. LIABILITY

- a. You agree that in no event shall we, including any of our contractors, employees or owners, be liable for an amount greater than the portion of the Fee that You have paid, whether the basis of Your recovery be in contract law or tort law. In no event shall We be liable for consequential, incidental, or punitive damages.

11. TERMINATION

- a. The Company may terminate this Agreement immediately by written notice to you if:
 - i. you commit a material or persistent breach of these Terms which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so; or
 - ii. a petition for a bankruptcy order to be made against you has been presented to the court; or
 - iii. you (being a company) become insolvent or unable to pay your debts (within the meaning of section 123 of the Insolvency Act 1986), enters into liquidation, whether



voluntary or compulsory (other than for reasons of bona fide amalgamation or reconstruction), passes a resolution for its winding-up, has a receiver or administrator manager, trustee, liquidator or similar officer appointed over the whole or any part of its assets, makes any composition or arrangement with its creditors or takes or suffers any similar action in consequence of its debt, unable to pay your debts (within the meaning of section 123 of the Insolvency Act 1986).

- b. You may terminate this Agreement at any time by signed written notice to the Company with 90 days notice.
- c. Upon termination for any reason:
 - i. all rights granted to you under these Terms shall cease;
 - ii. you must cease all activities authorised by these Terms;
 - iii. you must immediately pay to the Company any sums due to the Company under these Terms;
 - iv. you will not be entitled to any refund or credit in respect of any fee paid by you in advance for any cancelled Service; and
 - v. the Company may immediately and without further notice delete or remove any content, data or other information submitted by you or your Invitees to the Service.

12. TRANSFER OF RIGHTS AND OBLIGATIONS

- a. These Terms are binding on you and us, and on our respective successors and assigns.
- b. You may not transfer, assign, charge or otherwise dispose of these Terms or any of your rights or obligations arising hereunder, without our prior written consent.
- c. We may transfer, assign, charge, sub-contract or otherwise dispose of these Terms, or any of our rights or obligations arising hereunder, at any time.

13. NOTICES

- a. All notices given by you to us must be given to Journey Hospitality Limited at notice@journey.travel or by post to Journey Hospitality Limited Elmstone Business Park, Stoke Road, Elmstone Hardwicke, Cheltenham, GL51 9SY. We may give notice to you at either the e-mail or postal address you provided to us when registering. Notice will be deemed received and properly served immediately when posted on our Website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

14. PUBLICITY

- a. Client hereby grants Journey a non-exclusive, non-transferrable, non-sublicensable, and royalty-free licence to use and reproduce Clients assets including name, logos, images and trademarks on Journey's customer lists, advertising, and website.
- b. After the Effective Date, Journey may issue a high-level press release announcing the parties relationship and transactions under this agreement (a "Contract Win" press release).
- c. Within the first year after go-live, Client and Journey may collaborate on a case study, to be agreed between the parties, which may be published on Journey's website and 3rd party media.
- d. Journey may refer to the Client within thought leadership and best practice articles, which may be published on Journey's website and 3rd party media.

15. EVENTS OUTSIDE OUR CONTROL

- a. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations hereunder that is caused by events outside our reasonable control.



16. SEVERABILITY

- a. If any provision of these Terms is illegal or unenforceable, that provision will be severed from these Terms, and the other provisions will continue to be valid.

17. ENTIRE AGREEMENT

- a. These Terms and any document expressly referred to in it represents the entire agreement between us in relation to the use of the Website and the provision of the services and supersedes any prior agreement, understanding or arrangement between us, whether oral or in writing.
- b. We each acknowledge that, in entering into these Terms, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to entering into these Terms except as expressly stated herein.
- c. Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date we entered into these Terms (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these Terms.

18. DATA PROTECTION

- a. Clients own their own data. Journey is registered with the Information Commissioner's Office (ICO) under the Data Protection Act and complies with the EU Data Protection Directive 95/46/EC
- b. Customer data will not be sold to third parties.

19. GOVERNING LAW AND JURISDICTION

- a. This legal notice shall be governed by and construed in accordance with English law. Disputes arising in connection with this legal notice shall be subject to the exclusive jurisdiction of the English Courts.