

# **Guestroom Genie**

## **Provider Agreement**

### **Introduction**

This Agreement governs the use of the Guestroom Genie platform by the Provider. By subscribing to Guestroom Genie's services, the Provider is deemed to have accepted the terms and conditions set out in this Agreement.

#### **1. Definitions**

- 1.1. Guestroom Genie (or we, us or our): means the website and web applications of Software Genie Ltd trading as Guestroom Genie, a Limited Company registered in England and Wales no. 11951685 at Management Suite, 1 The Oasis, Meadowhall Centre, Sheffield, South Yorkshire, United Kingdom, S9 1EP
- 1.2. Provider: means the Company, Partnership, Sole Trader or other legal entity accommodation provider whose accommodation can be booked via Guestroom Genie
- 1.3. Subscription: the subscription service the Provider has purchased from Guestroom Genie under this Agreement
- 1.4. Subscription Fees: the amount payable by the Provider to Guestroom Genie for its Subscription
- 1.5. Subscription Period: the period of Subscription the Provider has paid the Subscription Fees for
- 1.6. Services: the various software services which Guestroom Genie supplies to the Provider through the Subscription
- 1.7. Customer: means the person or organisation browsing the Guestroom Genie platform content and/or making the booking via Guestroom Genie
- 1.8. Accommodation: means the room/apartment or other property/premises for which a Booking with the Provider can be made through Guestroom Genie
- 1.9. Booking: means a reservation or booking for Accommodation with the Provider made via Guestroom Genie
- 1.10. Listing: means the specific section of the Guestroom Genie platforms providing information regarding an Accommodation available for Booking
- 1.11. Users: means any named individual assigned by the Provider to use the Guestroom Genie software
- 1.12. Payment Processor: means a third-party organisation which collects, stores and processes payment card details and related payments
- 1.13. [Data Processing Agreement](#): means the separate agreement governing data protection compliance by both Guestroom Genie and the Provider in the course of this Agreement

#### **2. Subscription Services**

- 2.1. Guestroom Genie provides an online platform through which Providers can advertise, take and Bookings for their Accommodation. Guestroom Genie offers differing types and levels of Services which the Provider can select through the appropriate level of subscription. The specific Services and level of service will be set out in the Subscription information on the Guestroom Genie website.
- 2.2. Guestroom Genie reserves the right to modify the level of Service provided and the manner in which it provides those Services (and more specifically, how its software platforms operate) from time to time and without the agreement of the Provider so long as the Service to be provided under the Subscription remains materially the same.
- 2.3. Providers may transfer to a higher level of Subscription at any time, subject to payment of any additional Subscription Fees.
- 2.4. If the Provider wishes to transfer to a lower level of Subscription, then they must terminate their current level of Subscription in accordance with the termination provisions below.

### 3. Subscription Periods

- 3.1. The Subscription Period shall be the defined period of time the Provider has paid the Subscription Fees for – this shall be a monthly or annual period depending on the particular Subscription.
- 3.2. At the end of each Subscription Period then Subscription shall automatically renew for a new Subscription Period of the same length of time, subject to the payment of the Subscription Fees for the new period, as specified by Guestroom Genie in accordance with clause 2 above.
- 3.3. If either party does not wish the Subscription to renew then they must give notice to the other party in accordance with the relevant terms of this Agreement.

### 4. Subscription Fees

- 4.1. Guestroom Genie's current Subscription Fees will be set out on the Guestroom Genie website. All fees shall subject to Value Added Tax (VAT) at the prescribed rate.
- 4.2. Subscription Fees shall be charged and paid on a monthly or annual basis in advance.
- 4.3. Once the Provider has purchased a Subscription then Guestroom Genie reserves the right to increase the Subscription Fees by giving not less than one calendar month's written notice to the Provider, such notice to expire at the end of a Subscription Period.
- 4.4. Subscription Fees shall be payable via Guestroom Genie's payment processor via way of recurring monthly or annual payment.
- 4.5. Should Guestroom Genie not receive payment of the Subscription Fees for a Subscription Period then it shall be entitled to either:
  - 4.5.1. Suspend the Providers use of the Services unless and until the Subscription Fees have been paid; or

- 4.5.2. Allow the Provider to continue using the Services but be entitled to recover the Subscription Fees and interest and costs for late payment. The rate of interest charged shall be 8.00% per annum above the official dealing rate of the Bank England currently in force; or
- 4.5.3. Terminate this Agreement with immediate effect.

## 5. Listing Content

- 5.1. The accuracy of all content in a Listing shall be the sole responsibility of the Provider including, but not limited to:
  - 5.1.1. Photographs of the Accommodation
  - 5.1.2. Description of the Accommodation
  - 5.1.3. Facilities available
  - 5.1.4. Pricing for the Accommodation
  - 5.1.5. Cancellation Rights
- 5.2. The Provider shall ensure that the Listing is not:
  - 5.2.1. Illegal, indecent, offensive, or immoral
  - 5.2.2. Discriminatory (i.e. contrary to the provisions of Part 3 of the Equality Act 2020)
- 5.3. The Provider shall ensure that any changes to the Listing shall be updated promptly on the Guestroom Genie promptly.
- 5.4. Guestroom Genie reserves the right to suspend or remove without notice any Listing that does not comply with the above provisions but shall inform the Provider promptly that it has suspended or removed the Listing and the reasons for doing so.

## 6. Fulfilment of a Booking

- 6.1. Where a Customer has made a Booking with a Provider via Guestroom Genie then it is the sole responsibility of the Provider to fulfil the Booking unless it has cancelled the Booking in accordance with its rights under the Listing.

## 7. Booking payments

- 7.1. Guestroom Genie's services including providing use of a Payment Processor through which Customers can make payments for Bookings or submit credit or debit card details for the Provider to take payments from in relation to the Booking.
- 7.2. It shall be the responsibility of the Provider to ensure that payment has been made or taken for each Booking, either via the Payment Processor or by other means agreed with the Customer.
- 7.3. The Provider agrees that it shall not take any payment from a Customer via the Payment Processor other than the fees for the Booking or additional charges the Provider may obtain from the Customer in accordance with its rights as set out in the Listing or by law.

## 8. Accommodation management software

- 8.1. Guestroom Genie offers Subscriptions which include software which assists the Provider to manage housekeeping, cleaning and maintenance within its Accommodation.
- 8.2. It shall be the sole responsibility of the Provider to supply such hardware as is necessary (such as smartphones, tablets etc) to Users as is necessary for the proper use of such functions.
- 8.3. It shall be the responsibility of the Provider to ensure that internet or intranet access is available to its Users as is necessary for the proper use of such functions.

## 9. Provider Obligations

- 9.1. The Provider shall:
  - 9.1.1. Ensure that it has obtained and maintains all necessary permissions and certifications for the provision of Accommodation to Customers
  - 9.1.2. Pay the Subscription Fees in accordance with this Agreement
  - 9.1.3. Manage its Listings and Bookings in accordance with this Agreement
  - 9.1.4. All Users comply with the Guestroom Genie End User Licence Agreement
  - 9.1.5. All Users comply with current data protection law
  - 9.1.6. Notify Guestroom Genie promptly of any error or defects in the Services

## 10. Guestroom Genie Obligations

- 10.1. Guestroom Genie will use its reasonable endeavours to ensure the Services are free of errors and defects.
- 10.2. Guestroom Genie shall use its reasonable endeavours to ensure that the Services are available on a continuous basis, subject to planned and routine maintenance.

## 11. Data Protection

- 11.1. The Provider accepts that Guestroom Genie acts as a Data Processor in relation to personal data of Customers and Users collected and processed during the provision of the Services and that each party's data protection obligations are set out in the [Data Processing Agreement](#).

## 12. Termination

- 12.1. Either party shall be entitled to terminate this Agreement at any time and for any reason by giving not less than one month's written notice to the other, such notice to expire at the end of a Subscription Period.
- 12.2. Guestroom Genie may terminate this Agreement without notice in the event of non-payment of the Subscription Fees by the Provider in accordance with this Agreement.

- 12.3. This Agreement may be terminated by either party immediately where:
- 12.3.1. The other Party becomes bankrupt or insolvent or enters a deed or arrangement with its creditors or goes into liquidation or has a receiver appointed of all or part of its undertaking, (except for the purposes of amalgamation or restructuring); or
  - 12.3.2. Acts in fundamental or repeated breach of a term or terms of this Agreement to an extent which permits the other party to consider this Agreement repudiated, unless such breach is in consequence of force majeure.

### 13. Limitation of Liability

- 13.1. Nothing in these terms and conditions shall exclude or either party's liability for personal injury, death or fraudulent misrepresentation.
- 13.2. The liability of Guestroom Genie to the Provider under this Agreement shall be limited to any direct loss suffered by the Provider as result of the negligent performance of the Services and only where the Provider notifies Guestroom Genie of the negligent act or omission in question within seven days of the date when the Provider became, or should reasonably have been, aware of that act or omission.
- 13.3. Guestroom Genie shall not be liable for any loss caused by any act or omission of an operative of Guestroom Genie where that operative was not acting in the normal course of performance of the Services.
- 13.4. Guestroom Genie shall not be liable for any loss or damage arising from the performance of services that amount to a variation of the Services to be performed under this Agreement unless such variation has been agreed in compliance with clause 6 of this Agreement.
- 13.5. Guestroom Genie shall not be liable for any indirect or consequential loss suffered by the Provider due to a breach of this Agreement.

### 14. Force Majeure

- 14.1. Neither party shall be entitled to damages from the other party, or to terminate this Agreement where the other party acts in default or material breach of this Agreement where that default or breach was caused by conditions or events beyond its control including, but not limited to:
  - 14.1.1. Strike, lockout or other labour dispute affecting the employees of Guestroom Genie or the Provider where in the latter case the effect is to prevent or hinder Guestroom Genie's operatives from performing its duties;
  - 14.1.2. Acts of God;
  - 14.1.3. Natural disasters;
  - 14.1.4. Acts of war or terrorism;
  - 14.1.5. Act or omission of government, highway authorities or telecommunications carrier, operator or administrator;

14.1.6. Delay in manufacture, production or supply by third parties of equipment or services required for the performance of the Services;

14.2. Any hazard at the Provider's premises including but not limited to impeded access or exit routes, structural defects, presence of noxious, combustible, radioactive or toxic substance which, in the reasonable opinion of Guestroom Genie, comprises an unacceptable risk to the health and safety of its operatives;

14.3. The Party in breach of default shall be entitled to a reasonable extension of time to perform its obligations under this Agreement after notifying the other party

## 15. Independent Contractors

15.1. Guestroom Genie and Provider are contractors independent of each other, and neither has the authority to bind the other to any third party or act in any way as the representative of the other, unless expressly agreed to in writing by both parties.

## 16. Assignment

16.1. Guestroom Genie may assign its obligations under this Agreement to a third party without the Provider's consent.

16.2. Nothing in the preceding sub-clause shall however prevent the Provider from enforcing its rights under this Agreement against Guestroom Genie.

16.3. The Provider may not assign any of its rights or obligations under this Agreement without the written consent of a Director of Guestroom Genie.

## 17. Severability

17.1. If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

## 18. Waiver

18.1. The failure of any party at any time to require performance of any provision or to resort to any remedy provided under this Agreement shall in no way affect the right of that party to require performance or to resort to a remedy at any time thereafter, nor shall the waiver by any party of a breach be deemed to be a waiver of any subsequent breach. A waiver shall not be effective unless it is in writing and signed by the party against whom the waiver is being enforced.

## 19. Notices

19.1. All notices and other communications provided for in this Agreement and any associated document shall be in writing and shall be delivered by post, email or hand to an authorised representative, to the address, or email specified in Provider's Guestroom Genie account.

19.2. Any notices served shall be deemed to be effective on actual receipt by the receiving Party, who shall acknowledge receipt within two working days of the date of receipt.

## 20. Entire Agreement

20.1. This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

21. Third party rights

21.1. Nothing in this Agreement is intended to, nor shall, confer any rights on a third party unless expressly provided otherwise.

22. Jurisdiction

22.1. This Agreement shall be construed in accordance with English Law and the Courts of England and Wales shall have exclusive jurisdiction in so far as any matter arising from this Agreement is required to be referred to a court of law.