



TERMS OF SERVICE

ARTICLE 1: HOTEL EMPLOYEE RATE SERVICE

1.1 Hotel Employee Rate acts as an agent with regards to the sales and distribution of travel arrangements for registered members, hereinafter referred to as "Client or Clients" by operating an online reservations system, hereinafter referred to as "HER Program."

ARTICLE 2: HOTEL EMPLOYEE RATE'S OBLIGATIONS

2.1 During the term of this Agreement, Hotel Employee Rate shall make available the rooms provided by the Hotel at the room rates stated in Section 7 for booking through the HER Program.

2.2 Hotel Employee Rate shall make the HER Program available to eligible employees of the Hotel and their selected friends & family registered in the HER Program.

2.3 Hotel Employee Rate may at any time and without prior notice interrupt temporarily the supply of its online services for maintenance of the system or for any other cause outside its will. Hotel Employee Rate shall not be bound to pay any form of compensation in such event.

2.4 Hotel Employee Rate shall collect and send to the Hotel the Client's booking information (name, date of stay, rate, room type, contact information, and affiliated hotel/location) and comply with all reasonable and lawful instructions of the Hotel concerning the sale of the rooms which are consistent with the terms of this Agreement.

2.5 Hotel Employee Rate shall make certain hotel employee rates offered by the Hotel and made available in the HER Program are accessible solely to Clients and not redistributed to third party bed-banks, tour operators, or online travel agency websites.

ARTICLE 3: HOTEL'S OBLIGATIONS

3.1 The Hotel is committed to ensuring the accuracy of its own online hotel profile presented in the HER Program including but not limited to: hotel and room descriptions, hotel fees, photos, and features. Any necessary changes to the hotel's online profile shall be communicated to Hotel Employee Rate via email at service@hotелеmployeeerate.com.

3.2 Hotel shall ensure the removal of all terminated employees from the HER Program at the time of termination.

3.3 The Hotel shall honor all bookings received from the HER Program at the agreed upon rate/s stated in Article 7, and in a manner consistent with the hotel's policies for welcoming guests.

3.4 The Hotel is responsible for accepting the reservations sent to it from Hotel Employee Rate by either a direct connection it has via the hotel's central reservation system or via , email from Hotel Employee Rate. The Hotel shall be responsible for ensuring the functionality of its own systems through which reservations will be communicated.

3.5 The Hotel shall be responsible for collecting incurred fees due to the Hotel directly from the Clients during their stay.

3.6 The Hotel shall ensure it complies with the articles set forth by Hotel Employee Rate as stated in this Agreement. Hotel Employee Rate shall withhold its services contained in this Agreement from the Hotel should it not comply with its obligations under this Agreement until such time as the Hotel's failure to comply is remedied.

3.7 For the duration of the Agreement, the Hotel hereby grants to Hotel Employee Rate a non-exclusive, non-transferable, worldwide, royalty-free license to use, reproduce, display, and transmit information provided to Hotel Employee Rate.

3.8 The Hotel shall promote the HER Program to its employees through its internal communication channels and encourage its employees to participate in the HER Program.

ARTICLE 4: RESERVATIONS, PAYMENT & CANCELLATIONS

4.1 Hotel Employee Rate will send a confirmation e-mail to the Hotel every time a Client makes a booking or a cancellation of an existing booking at the time of occurrence.

4.2 Hotel Employee Rate hotel room reservations are guaranteed.

4.3 Clients may cancel or change their hotel reservation, but a cancellation and/or change fee may apply as indicated in the rules and restrictions by the hotel reserved. Failure to comply with cancellation policies as stated by the hotel reserved, which varies by hotel, may subject the Client to a charge equal to applicable nightly rates, tax recovery charges and service fees.

4.4 In the event of a reservation made via Hotel Employee Rate not being fulfilled by the Hotel, for whatever reason, the Hotel shall be responsible to make all necessary arrangements to offer the Client alternative accommodation on the following terms: the room should be of an equivalent or superior category, in a hotel of equivalent or superior category, in the vicinity, at the prices set forth herein. Also, Hotel shall provide, without charge, necessary transportation between the alternative site and the Hotel.

4.5 Should a Client cancel a reservation directly with the Hotel, the Hotel shall inform Hotel Employee Rate within twenty-four (24) hours via e-mail.

4.6 Hotel Employee Rate shall charge the Client, at the time of making the reservation, a non-refundable booking/service fee. The Client shall pay all other costs related to the reservation, including but not limited to room and tax, upon arrival at the Hotel.

4.7 The Client's credit card information will not be transmitted to the Hotel at the time of booking. In the event of a no-show or late cancellation fee, the Hotel will inform Hotel Employee Rate within 72-hours of occurrence, and Hotel Employee Rate will be responsible for invoicing the Client to collect payment. Upon payment collection, Hotel Employee Rate will wire transfer the funds to the Hotel. If payment is not received, then Hotel Employee Rate will notify the Hotel and offer the Client's contact information to pursue payment. The Client's failure to pay the outstanding fees will result in the removal of the Client from the HER Program.

ARTICLE 5: CLAIMS

The Hotel shall be held responsible for and must deal with, at its own expense, any Client claims based on a reservation error linked to erroneous information provided by the Hotel.

ARTICLE 6: TRANSFER

This Agreement is concluded "intuitu personae" and would not, on a principal or accessory basis, be the object of a transfer, on a free or costly basis, under any form or shape, without the prior consent of Hotel Employee Rate. In case of sale or change of party of Hotel to a new party, the Hotel acknowledges that this Agreement does not terminate with the sale or change of party, and that the new party will be bound to this Agreement as if it was the contracting party.

ARTICLE 7: RATES & FEES

7.1 The Hotel, when subscribing to the **Hotel Employee Rate Program - Dynamic Rates Program**, shall offer a minimum of 1% of its rooms inventory at the designated dynamic **Hotel Employee Rate** shown below for the room type/s it offers in the HER Program:

Hotel's Star Rating on Booking.com Hotel Employee Rate:

Three-Star Hotel	40% Discount from BAR
Four-Star Hotel	45% Discount from BAR
Five-Star Hotel	50% Discount from BAR

7.2 The Hotel, when subscribing to the **Hotel Employee Rate Program - Static Rates Program**, shall offer a minimum of 1% of its standard room inventory at the designated static **Hotel Employee Rate**. The Static Hotel Employee Rate is available only in the specific destinations listed. They can be found at: <https://hotelemployeerate.com/rates>. Static Hotel Employee Rates are subject to change in accordance with market conditions. Should there be a change in the Static Hotel Employee Rate offered by the Hotel, the Hotel will be notified in writing, and the Hotel will be required to amend its Hotel Employee Rate offered in the HER Program accordingly within 180 days of the notice given.

7.3 The Hotel, when subscribing to the **Hotel Employee Rate Program Plus**, is exempt from offering inventory in the HER Program and the terms contained in this article, Article 7.

7.4 With direct connectivity to the HER Program, the Hotel has the option and at its discretion of offering an additional "Friends & Family" dynamic rate discounted no less than 25% from its published unrestricted rates (also known as BAR "Best Available Rates" Rates). These rates are exempt from the stop sale minimum stated in Article 8.2.

ARTICLE 8: THE INVENTORY

8.1 The Hotel shall accept reservations actualizing in the term of the Agreement and post-term of the Agreement so as long as the reservations made were confirmed within the term of the Agreement. The Hotel, when subscribing to the **Hotel Employee Rate Program Plus**, is exempt from offering inventory in the HER Program and the terms contained in this article, Article 8.

8.2 The Hotel, when offering inventory into the HER Program, shall be allowed to apply up to **150 Stop Sale Days** per calendar year in the HER Program. Stop Sale Days mean the days the hotel closes its rooms at any time for sale at the Hotel Employee Rate in the HER Program.

8.3 The Hotel is duly bound to update its inventory (including stop sale days) using the Hotel's reservation system when a direct connection between Hotel Employee Rate and the Hotel is established.

ARTICLE 9: CONFIDENTIALITY

9.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, Clients or suppliers of the other party or of any member of the group to which the other party belongs.

9.2 Each party may disclose the other party's confidential information:

(i) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 9.1; and

(ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

9.3 No party shall use any other party's confidential information for any purpose other than to perform its obligations under this Agreement.

ARTICLE 10: PRIVACY & GENERAL DATA PROTECTION REGULATIONS

10.1 Hotel Employee Rate is committed to maintaining its Client's privacy in compliance with General Data Protection Regulations (GDPR). Hotel Employee Rate does not share its Client's personal information to or with other parties without prior consent, nor sell its mailing lists to third parties. Personal data collected (including Client's name, country, contact and payment details) will be used exclusively by Hotel Employee Rate for the purpose of securing hotel reservations, improving the quality of our service, sending information on our products and services and handling booking enquiries. This information is sent to the Hotel (via the Extranet, direct connectivity to the Hotel's reservation system, and/or booking confirmation) at the time of reservation, with the exception of the Client's payment information. Hotel Employee Rate maintains an email database and may send Clients of whom elect to receive communication from Hotel Employee Rate via double opt-in, a satisfaction survey after their stay, as well as periodic travel newsletters and information to subscribers from our affiliate companies. Clients can elect to opt out of such correspondence at any time, as well as to edit or remove the personal data retained about them.

10.2 The Hotel is responsible for communicating Hotel Employee Rate's privacy policies stated in 10.1 to its employees and their respected friends and family members who enroll in the HER Program. Hotel employees and their friends and family members who enroll into the HER Program assume acceptance of these terms.

ARTICLE 11: POLICIES & PROCEDURES

11.1 The Hotel is responsible for and shall enforce the proper conduct of all eligible employees and their permitted friends and family at all times when booking a member hotel. Should a complaint of misconduct be filed by an affected hotel, the hotel affiliated with the Client subject of misconduct must take immediate steps to remedy the occurrence with the affected hotel.

11.2 All employee rate bookings must be made on the Hotel Employee Rate website at www.hotelemployeerate.com. Hotel Employee Rate bookings made directly with the Hotel are not permitted.

11.3 Eligible employees of the hotels and their selected friends & family registered in the HER Program, Hotel Employee Rate's employees & its affiliates, and sponsored partner Companies/Associations as determined by Hotel Employee Rate (together called Clients) shall have access to participate in the HER Program.

11.4 Hotel Employee Rate reserves the right to modify its program policies and procedures at any time and for any reason. The updated policies shall be posted on the Hotel Employee Rate website.

11.5 The Hotel and its Clients shall have access to unpublished rates offered on the HER Program by Hotel Employee Rate for the sole purpose of booking accommodations for travel. Misuse or publishing of these rates by the Hotel is strictly forbidden.

ARTICLE 12: LIMITATIONS OF LIABILITY

12.1 The aggregate total liability of either Party and its associated/affiliate 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 rate paid or payable for the rooms which are the subject of the liability.



ARTICLE 13: INDEMNIFICATION

13.1 Both Parties agree to indemnify and hold harmless the other Party (and its directors, officers, affiliates, agents, successors and assigns) from and against any and all losses, liabilities, deficiencies, costs, damages and expenses including, but not limited to any direct, indirect or consequential losses, loss of profit, depletion of goodwill or otherwise, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses, as a result of any inaccuracy in or breach of the representations, warranties or covenants made by either Party herein. Notwithstanding anything to the contrary herein, either Party shall be liable under this section only for that amount as specified in Article 12.

13.2 This Article 13 shall survive termination of the Agreement.

ARTICLE 14: MODERN SLAVERY

14.1 The Hotel warrants and represents to Hotel Employee Rate that to the best of its knowledge and belief, there is no slavery, servitude, forced or compulsory labor, or human trafficking (Modern Slavery) in its supply chain.

ARTICLE 15: TERM AND TERMINATION

15.1 This Agreement shall come into effect immediately at the time of initial purchase (the "Effective Date") and shall continue in effect for an initial period ending (1) one year after the effective date (the "Initial Term"). After the Initial Term, this Agreement will be automatically renewed or extended by tacit Agreement for a successive term of one (1) year each (the "Renewal Term"). Either party may terminate this Agreement 90 days before the expiry date of the Initial Term and 60 days before the expiry of the Renewal Term, such termination being made known to the other party by registered letter or email with request for acknowledgment of receipt.

15.2 In case of no fulfillment by either one of the two parties of any single contractual obligation, the termination of the Agreement can legally take place 45 days after written notice by the affected party. On termination of this Agreement, the parties will remain responsible to each other in relation to room sales concluded prior to the date of termination, less any cancellations, and the Hotel will honor all forward reservations for rooms placed up until time of termination.

ARTICLE 17 FORCE MAJEUR

17.1 Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. If the period of delay or non-performance continues for thirty (30) days, the party affected may terminate this Agreement by giving a thirty (30) day written notice to the other party.

17.2 This Article 17 does not apply to any prepaid annual fee and/or marketing fee paid for by the Hotel.

ARTICLE 18: CHOICE OF NOTIFICATION PLACE

18.1 Any notice required to be given under this Agreement shall be in written form (English) and shall be deemed to have been so given if addressed and sent to the recipient at the address set out in this Agreement or such other addresses as may from time to time be notified by the other party to this Agreement in writing. Any notice shall be deemed to have been given, served, delivered and received: (a) if delivered by hand, at the time of delivery; (b) if sent by registered post, upon the acknowledgment of receipt thereof; and (c) if sent by telex, facsimile transmission or electronic transmission, at the time of confirmed receipt of the transmission.

ARTICLE 19: ENTIRE AGREEMENT

19.1 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

ARTICLE 20: VARIATION

20.1 No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorized representatives).

ARTICLE 21: SEVERANCE

21.1 If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Agreement.

ARTICLE 22: THIRD PARTY RIGHTS

22.1 No one other than a party to this Agreement and their permitted assignees shall have any right to enforce any of its terms.

ARTICLE 23: GOVERNING LAW

23.1 The Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with Dutch Law.

ARTICLE 24: JURISDICTION

24.1 Each party irrevocably agrees that the Dutch Courts shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).