

## 1. Definitions and interpretation

- 1.1. The definitions in this clause apply in this Agreement;  
 'Accommodation' means accommodation, beds or rooms forming part of the Booking.  
 'Agreement' means the Agreement Details, the Rates Agreement and these Terms and Conditions.  
 "Ancillary Charges" means the charges for Ancillary Services.  
 "Ancillary Services" means any ancillary services, including without limit the purchase of food or beverages, booked by the Agent for the Customer in addition to the Bookings.  
 'Blackout Dates' means the dates identified in the Rates Agreement on which no Booking can be made.  
 'Bookings/Booked' means the reservation of Accommodation by a Customer, and such reservation notified to Safestay, and any other Ancillary Services as detailed in the booking.  
 'Charges' means the charges payable by the Agent to Safestay for the Bookings as detailed in the Rates Agreement, or for any Ancillary Services.  
 'City Tax' means any city specific tax.  
 'Commencement Date' means the date the Agreement is entered in to.  
 'Contract Manager' means the representative of the Agent and Safestay as set out in the Agreement Details.  
 'Customer' means the end user of the Accommodation.  
 'Hostel' means the hostel owned or operated by Safestay, the location of the hostel will be specified in each Booking.  
 'Initial Term' is as set out in the Agreement Details.  
 'Rates Agreement' means the terms relating to the rates and titled 'Rates Agreement' that forms part of this Agreement.  
 'Release Date' means the number of release days set out in the Rates Agreement prior to the date of arrival  
 'Renewal Term' is as set out in the Agreement Details.  
 'Term' means the term of this Agreement, as determined in accordance with clause 13.  
 'Terms and Conditions' means these terms and conditions.  
 'Trade Marks' means any trademarks and logos owned or licensed by Safestay and as notified to the Agent in writing from time to time.  
 'VAT' value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement or additional tax.]

## 2. Appointment

- 2.1. Safestay appoints the Agent as its non-exclusive distributor to make Bookings for the Accommodation and Ancillary Services on the terms of this Agreement.  
 2.2. Subject to clause 3.2 all Bookings are subject to this Agreement.  
 2.3. The Agreement shall be signed and returned to Safestay before making any Bookings.  
 2.4. The Agent shall not: (i) represent itself as an agent of Safestay for any purpose; (ii) give any condition or warranty on Safestay's behalf; or (iii) make any representation on Safestay's behalf; or (iv) commit Safestay to any contracts.  
 2.5. The Agent shall not, without Safestay's prior written consent, make any promises or guarantees about the Accommodation or Ancillary Services beyond those contained in the most recent promotional material supplied by Safestay from time to time.

## 3. Allocation of Accommodation

- 3.1. Any Booking that falls outside of the Rates Agreement is subject to availability. Safestay reserve the right to offer alternative rates.  
 3.2. Any Bookings may be subject to a minimum length of stay which will be detailed in the Rates Agreement or as confirmed in writing by Safestay from time to time.  
 3.3. No Booking can be made on the Blackout Dates and a supplemental charge may be applicable on certain dates as set out in the Rates Agreement.

## 4. Ancillary Services

- 4.1. Safestay will provide any Ancillary Services agreed with the Agent from time to time.  
 4.2. Ancillary Services are subject to availability and agreement by Safestay at its sole discretion.

## 5. Cancellations

- 5.1. Any cancellations or reductions will be subject to the following charges based on group size and notice given and any deposit taken in accordance with clause 6.7 will be non-refundable:

Days prior to arrival	Cancellation fee (%)	
	Groups of 50 +	Groups of 49 -
42 +	0	0
28 - 41	50	30
15 - 27	90	60
0 - 14	100	100

- 5.2. The Agent must send notice of any cancellations or changes to Bookings in writing to the relevant Hostel via email.

- 5.3. Safestay may be required to cancel Bookings if: (i) there is a reasonable operational reason to do so; or (ii) the Booking is prejudicial to the reputation of Safestay.  
 5.4. Safestay may, in certain circumstances use reasonable endeavours to relocate any cancelled Bookings to an alternative nearby location of a similar standard to that of the Booking.  
 5.5. Safestay shall provide a full refund for any cancellations made under clause 5.3.  
 5.6. If Ancillary Services are cancelled within 72 hours of the time they are due to commence or be provided, the Agent will be charged 100% of the Ancillary Charges. Safestay will provide the Agent with a full refund of any Ancillary Charges for Ancillary Services cancelled more than 72 hours prior to the commencement of the relevant Ancillary Service.

## 6. Prices and payment

- 6.1. Subject to clause 6.2, the Charges are as set out in the Rates Agreement. The Rates Agreement shall be valid for the Initial Term and shall be re-negotiated by the parties at the end of the Initial Term and each Renewal Term.  
 6.2. The Ancillary Charges will be agreed between Safestay and the Agent from time to time and are not subject to the Rates Agreement.  
 6.3. A £250 security deposit (£500 for Stag and Hen Parties) is required in our UK properties and €10pp in our European properties at check in to cover any damages caused during the stay at the hostel. This deposit will be returned on departure date subject to no damages being reported / detected. The deposit is payable via cash / debit / credit cards. Cards will be pre-authorised on check in for the full amount. All Ancillary Charges must be paid in full at least 28 days before arrival of the Customer at the relevant Hostel to which the Ancillary Services relate. If the Ancillary Services are booked within 28 days prior to arrival at the Hostel then the Ancillary Charges must be paid in full at the time of booking.  
 6.4. All Charges must be made by BACS transfer to Safestay's designated account and in the currency of the country in which the Hostel is situated.  
 6.5. The Agent shall be liable for paying any bank charges associated with payment under this Agreement.  
 6.6. Credit payment terms: If you have been approved for credit by Safestay, the Charges must be paid within 28 days from the date of the invoice issued by Safestay.  
 6.7. Pre-payment terms: If you are not credit approved you must pay a deposit (non-refundable) of 10% of the total value of the Booking on the Commencement Date and then pay the full balance of each individual Booking 28 days prior to the arrival date set out in the Rates Agreement.  
 6.8. If the Agent is credit approved by Safestay, any credit made available is subject to status. Safestay reserves the right to require full or partial payment of the Charges at the point of Booking.  
 6.9. The rates set out in the Rates Agreement shall only apply where the rooms are sold as part of a package. The Agent shall not sell, and ensure that no third-party sells, any rooms to a Customer on basis of these rates other than as part of a package.  
 6.10. Any and all expenses, costs and charges incurred by the Agent in the performance of its obligations under this Agreement shall be paid by the Agent, unless Safestay has expressly agreed in advance in writing to pay such expenses, costs and charges.  
 6.11. If the Agent fails to make any payment due to Safestay under this Agreement by the due date for payment, then the Agent shall pay interest on the overdue amount at the rate of 4% per annum above the base rate of NatWest, from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Agent shall pay the interest together with the overdue amount.  
 6.12. Neither party may withhold payment of any amount due to the other because of any set-off, counter-claim, abatement, or other similar deduction.  
 6.13. All sums payable under this Agreement, are inclusive of any VAT, City Taxes, and all other taxes at the prevailing rate on the Commencement Date. The Agent shall be liable to pay for any increase or introduction of VAT, City Tax or any other taxes, charges or levies.  
 6.14. Upon check in, each guest will receive a room card for access to the accommodation. The key card is valid for the period of stay and must be returned to Reception on check out. Failure to return the key card will result in a £5.00 charge deducted from the security deposit referred to in clause 6.3.

## 7. Check-in/check-out time

Customers may check in from 3pm on the day of arrival subject to availability and must vacate their rooms at 10am on the day of departure. Late checkout may be provided subject to availability and

- may incur an additional charge.
- 8. Guests under 18**  
Customers under the age of 18 are only permitted to stay in private rooms or shared rooms that are booked for use of one family or a group of persons booked together and must be accompanied by an adult over the age of 18 (on the date of arrival).
- 9. Agent's undertakings**  
The Agent undertakes and agrees that at all times during the Term it will: (i) enter into a contract with each Customer, containing the same terms as clauses 7 and 8; (ii) use its best endeavours to promote the distribution and sale of the Accommodation; (iii) not resell the Accommodation at a price lower than the rate sold to Customers by Safestay directly; (iv) keep full and proper books of account and records showing clearly all enquiries, quotations, transactions and proceedings relating to the Accommodation and allow Safestay, on reasonable notice, access to any such accounts; (v) inform Safestay immediately of any changes in ownership or control of the Agent, and of any change in its organisation or method of doing business that might be expected to affect the performance of the Agent's duties in this Agreement; and (vi) comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (Relevant Requirements).
- 10. Advertising and promotion**  
The Agent shall: (i) be responsible for advertising and promoting the Accommodation (but the Agent shall not use any advertising materials or promotional literature without Safestay's prior written consent); and (ii) observe all directions and instructions given to it by Safestay for promotion and advertisement of the Accommodation.
- 11. Trade marks**
- 11.1. Safestay hereby grants to the Agent a non-exclusive, non sub-licensable, revocable, non-transferable licence to use the Trade Marks in the promotion, advertisement and sale of the Accommodation, subject to the terms of, and for the duration of, this Agreement. The Agent acknowledges and agrees that all rights in the Trade Marks shall remain in Safestay, and that the Agent has and will acquire no right in them by virtue of the discharge of its obligations under this Agreement, except for the right to use the Trade Marks as expressly provided in this Agreement.
- 11.2. The Agent shall market and sell the Accommodation only under the Trade Marks, and not in association with any other trade mark, brand or trade name. The Agent shall ensure that the appropriate Trade Marks shall appear on all Accommodation, containers and advertisements for the Accommodation, followed by the symbol ®, or the letters RTM, as appropriate.
- 11.3. The Agent shall comply with all rules for the use of the Trade Marks issued by Safestay (including those set out in any branding guidelines issued by Safestay).
- 11.4. All representations of the Trade Marks that the Agent intends to use shall be submitted to Safestay for written approval before use.
- 11.5. The Agent shall not do, or omit to do, anything in its use of the Trade Marks that could adversely affect the validity of the Trade Mark or Safestay's reputation.
- 11.6. The Agent agrees to execute all documents and to do any other things reasonably necessary to further assure Safestay's title to the Trade Marks and to allow Safestay to enforce its rights in the Trade Marks.
- 11.7. The Agent shall promptly give notice in writing to Safestay if it becomes aware of any infringement or suspected infringement of the Trade Marks or any other intellectual property rights relating to the Accommodation.
- 11.8. The Agent shall not use the Trade Marks as part of the name under which the Agent conducts its business, or any connected business, or under which it sells or services any products (except the Accommodation), or in any other way, except as expressly permitted hereunder.
- 11.9. Upon termination of this Agreement for any reason, the Agent will immediately stop using all or any part of the Trade Marks
- 12. Limitation of liability**
- 12.1. Nothing in this Agreement shall limit or exclude Safestay's liability for: (i) fraud or fraudulent misrepresentation; (ii) death or personal injury caused by its negligence; or (iii) any other liability which cannot lawfully be limited or excluded.
- 12.2. Subject to clause 12.1: Safestay shall under no circumstances be liable to the Agent, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, revenue, or anticipated savings or any indirect or consequential losses.
- 12.3. Safestay's total liability to the Agent in respect of any loss or damage arising under or in connection with this Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the amount paid by the Agent under the Agreement in the 12 months preceding any claim.
- 13. Commencement, duration and termination**
- 13.1. This Agreement will commence on the Commencement Date and, subject to earlier termination in accordance with clause 13.2, will continue in force for the Initial Term. At the end of the Initial Term, the parties can mutually agree to extend this Agreement for the Renewal Term.
- 13.2. Without affecting any other rights that it may be entitled to, either party may terminate this Agreement immediately by giving notice in writing to the other if: (i) the other party ceases to trade, or is unable to pay its debts as they fall due, makes an arrangement with its creditors or goes into administration, receivership, liquidation (other than as part of a solvent reorganisation), bankruptcy or any analogous insolvency proceedings in any jurisdiction; (ii) the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or (iii) there is a change of control of the other party.
- 13.3. Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry.
- 14. Confidentiality and Data Protection**
- 14.1. Each party undertakes that it shall not at any time during or after this Agreement, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as provided by clause 14.2.
- 14.2. Each party may disclose the other party's confidential information: (i) to those of its employees, officers, representatives or advisers who need to know such information for the purpose of carrying out the party's obligations under 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 14; and (ii) as may be required by law, court order or any governmental or regulatory authority.
- 14.3. No party shall use the other party's confidential information for any purpose other than to perform its obligations under this Agreement.
- 14.4. Each party shall comply with its obligations under the Data Protection Act 1998 and EU General Data Protection Regulation (GDPR)
- 14.5. The agent reserves the right to review the personal data Safestay holds. An overview of the data that is held can be requested at any time by sending an email to [groups@safestay.com](mailto:groups@safestay.com). If you want to find out more about your rights to control your personal data, read on here <https://www.safestay.com/privacy-policy/>
- 14.6. The agent reserves the right to transfer and/or erase any data in relation to this booking during the booking process and also at any later date.
- 15. Force majeure**  
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 results from any circumstances beyond its control.
- 16. General**
- 16.1. 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.
- 16.2. Where there is any conflict between the provisions of the Rates Agreement, and the Terms and Conditions, the order of precedence between the documents shall be in that order.
- 16.3. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.
- 16.4. No amendment or variation of this Agreement shall be effective unless it is in writing and signed by the parties.
- 16.5. This Agreement is personal to the parties and neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement.
- 16.6. If any provision or part-provision of this 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 this Agreement.
- 16.7. Except as expressly provided, a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

- 16.8. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 16.9. This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 16.10. No party shall make, or permit any person to make, any public announcement concerning this Agreement without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.
- 16.11. This Agreement and any non-contractual rights or obligations arising out of or in connection with it or its subject matter, shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.