

## **Terms & Conditions**

This document (together with the documents referred to in it) tells you the terms of use on which you may make use of our Website, whether as a Visitor or a User. Please read these terms carefully before you start to use the Website. By using our Website, you indicate that you accept these terms and that you agree to abide by them. If you do not agree to these terms, please refrain from using our Website.

### **Definitions and Interpretation -**

In these Terms and Conditions, the following terms shall have the following meanings:

“Account” means collectively the personal information, payment information and credentials used by Authorized Users to access the Members Area of the Website, or of Suppliers to be listed in the Directory;

“Authorized User” refers to Hotel employee who has been authorized by the Hotel to register in the Members Area and has authority to act on behalf of the Hotel;

“Considerate Hoteliers” refers to Considerate Hoteliers Ltd (a limited company registered in England and Wales with registration number 7996155), registered office located at 119 The Hub, 300 Kensal Road, London, W10 5BE, trading address located at Studio Three, King’s House 5-11 Westbourne Grove, London W2 4UA, and/or the Website and Services provided subject to these Terms and Conditions;

“Content” means any text, graphics, images, audio, video, software, data compilations and any other form of information capable of being stored on a computer that appears on or forms part of this Website;

“Directory” refers to the list of Suppliers maintained by Considerate Hoteliers;

“Directory Fee” refers to the fee that is payable by a Supplier to Considerate Hoteliers in order to be listed in the Directory;

“Hotel” refers to a hotel that has paid a Membership Fee to access the Content and has become entitled to receive the Membership Benefits;

“Members Area” refers to the section of the Website that is restricted to Authorized Users only and is accessible after payment of a Membership Fee;

“Membership Benefits” means the benefits offered to Hotels by Considerate Hoteliers upon payment of the Membership Fee and which are detailed on the Website from time to time;

“Membership Fee” means the sum of money paid by Hotels to Considerate Hoteliers at annual intervals to keep their Account active and to enable them to access the Members Area and to receive the Membership Benefits;

“Service” means collectively the online facilities, tools, services, Content or information that Considerate Hoteliers makes available through the Website either now or in the future;

“Subscription Period” means the period for which a subscription has been purchased;

“Suppliers” refers to the suppliers listed in the Directory;

“User” refers to anyone using the Considerate Hoteliers website including a Supplier, Authorized User or Hotel;

“User Content” means material (including without limitation, text, images, audio material, video material and audio-visual material) that the User submits to the Website, for whatever purpose;

“Visitor” means any third party that accesses the Website but does not sign up for an Account or otherwise does not fall under the definition of “User”; and

“Website” refers to the website of Considerate Hoteliers located at [www.consideratehoteliers.com](http://www.consideratehoteliers.com).

These Terms and Conditions shall govern the use of our Website and the contractual relationship between the Hotel, Authorized User, any other User, a Visitor and Considerate Hoteliers.

For the purposes of these Terms and Conditions, “we” or “us” means Considerate Hoteliers and “you” means the User or Visitor.

## **1. Licence to Use the Website**

(a) Unless otherwise stated, Considerate Hoteliers or our licensors own the intellectual property rights in the Website and material on the Website. Subject to the licence below, all these intellectual property rights are reserved.

(b) The User/Visitor may view, download for caching purposes only, and print pages from the Website for his/her own personal use, subject to the restrictions set out below and elsewhere in these Terms and Conditions.

(c) The User/Visitor must not:

(i) republish material from this Website (including republication on another website);

(ii) sell, rent or sub-license material from the Website;

(iii) show any material from the Website in public;

(iv) reproduce, duplicate, copy or otherwise exploit material on our Website for a commercial purpose;

(v) edit or otherwise modify any material on the Website; or

(vi) redistribute material from this Website except for content specifically and expressly made available for redistribution.

## **2. Acceptable Use**

(a) The User/Visitor must not use our Website in any way that causes, or may cause, damage to the Website or impairment of the availability or accessibility of the Website, or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

(b) The User/Visitor must not use the Website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan Horse, worm, keystroke logger, rootkit or other malicious computer software.

(c) The User/Visitor must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to the Website without our express written consent.

(d) The User/Visitor must not use the Website to transmit or send unsolicited commercial communications.

(e) The User/Visitor must not use the Website for any purposes related to marketing without our express written consent.

(f) Any material you upload to our Website will be considered non-confidential and non-proprietary, and we have the right to use, copy, distribute and disclose to third parties any such material for any purpose. We also have the right to disclose your identity to any third party who is claiming that any material posted or uploaded by you to our Website constitutes a violation of their intellectual property rights, or of their right to privacy.

(g) We have the right to remove any material or posting you make on our Website if, in our opinion, such material does not comply with the content standards set out in these Terms and Conditions.

### **3. Use of the Members Area (Authorized Users Only)**

(a) Payment of the Membership Fee grants you a licence to access the Members Area of the Website for the duration of your subscription. You may use such Content in the following ways:

- (i) for personal purposes;
- (ii) for commercial purposes; and
- (iii) for educational purposes.

(b) Under such a licence, you agree that you will not systematically copy Content from the Website with a view to creating or compiling any form of comprehensive collection, compilation, directory or database unless given express written permission to do so by us.

(c) When using the Members Area on the Website you should do so in accordance with the following rules:

- (i) you must not use obscene or vulgar language;
- (ii) you must not submit Content that is unlawful or otherwise objectionable. This includes, but is not limited to, Content that is abusive, threatening, harassing, defamatory, ageist, sexist or racist;
- (iii) you must not submit Content that is intended to promote or incite violence;
- (iv) you must not post links to other websites containing any of the above types of Content;
- (v) the means by which you identify yourself must not violate these Terms and Conditions or any applicable laws;
- (vi) you must not engage in any form of commercial advertising. This does not prohibit references to businesses for non-promotional purposes including references where advertising may be incidental;
- (vii) you must not use the Members Area for unauthorised mass-communication such as “spam” or “junk mail”;
- (viii) you must not upload, post or otherwise make available on the Member’s Area without authorization, any content protected by law (e.g. by copyright, trademark, patent, utility patent, or design patent laws), or advertise, promote, offer or distribute any goods or services protected by law;
- (ix) you must not use our platform to attempt to find potential job candidates by approaching other Hotels/Authorized Users in an unsolicited manner;
- (x) you must not use the Member’s Area to collect details of other Hotels/Authorized Users in bulk for the purpose of unsolicited sales approaches;
- (xi) you must not distribute or publicly disclose the contents of any part of the Member’s Area;
- (xii) you must not collect email addresses by any means for the purposes of sending unsolicited emails;
- (xiii) you must not upload, post, or otherwise make publicly available in the Member’s Area any private information of any third party, including, addresses, phone numbers and email addresses.

(d) You acknowledge that we reserve the right to monitor any and all communications made to us or using the Members Area.

(e) You acknowledge that we may retain copies of any and all communications made to us or using the Members Area.

(f) You acknowledge that any information you send to us through the Members Area may be modified by us in any way and you hereby waive your moral right to be identified as the author of such information. Any restrictions you may wish to place upon our use of such information must be communicated to us in advance and we reserve the right to reject such terms and associated information.

(g) You acknowledge that you must comply with all applicable legislation and respect all third party rights.

(h) The Authorized User shall not upload, post or otherwise make available on the Considerate Hoteliers Member's Area, any insulting or defamatory content, regardless of whether said content is directed at another Authorized User or Considerate Hoteliers personnel or other individuals or companies.

#### **4. Membership Benefits**

(a) Payment of a Membership Fee grants Hotels access to the Membership Benefits.

(b) Provision of the Membership Benefits shall commence when full payment of the Membership Fee has been received by Considerate Hoteliers.

(c) Membership Benefits are provided at the complete discretion of Considerate Hoteliers and Considerate Hoteliers reserves the right to exercise discretion in respect to alterations to the Membership Benefits.

#### **5. Listing in the Directory (Suppliers Only)**

(a) For a Supplier to appear in the Directory they must have paid the Directory Fee and provide details to Considerate Hoteliers. When submitting such details, you should do so in accordance with the following rules:

(i) your details may not contain Content that is unlawful or otherwise objectionable (including that which may be in breach of rules, regulations or legislation specific to your business or industry);

(ii) your details should be honest and fair, should not make any unsubstantiated or unsupported claims, and should not make dishonest or unreasonable comparisons with other businesses;

(iii) the means by which you identify yourself must not violate these Terms and Conditions or any applicable law;

(iv) your details must be placed into the appropriate category; and

(v) you must not impersonate other people or businesses.

(b) Considerate Hoteliers screens and pre-approves any details submitted to the Website.

(c) Considerate Hoteliers may edit your details to comply with the provisions of sub-Clause (a) without prior consultation. In cases of severe breaches of the provisions of sub-Clause (a), your details may be removed from the Directory and your Account may be suspended or terminated.

(d) In order to submit details to appear in the Directory, you are required to submit certain personal details and/or business details. By continuing to remain listed on the Directory you represent and warrant that:

(i) any information you submit is accurate and truthful; and

(ii) you will keep this information accurate and up-to-date.

(e) By submitting details to be placed in the Directory you warrant and represent that you are the author of the details or that you have acquired all of the appropriate rights and / or permissions to submit it.

(f) You acknowledge that Considerate Hoteliers may retain copies of any and all communications, information, Content and details sent to us or submitted to the Website or for listing in the Directory.

## **6. Accounts**

(a) In order to access the Members Area or to be listed in the Directory you are required to create an Account which will contain certain personal details which may vary based upon the type of Account that you choose. By continuing to use this Website you represent and warrant that the Account information you submit is accurate and truthful and you will keep this information accurate and up-to-date. Your creation of an Account is further affirmation of your representation and warranty.

(b) Sharing of Accounts is not permitted unless expressly authorised in writing by us. You are required to keep your Account details confidential and must not reveal your Account details to anyone save for Authorized Users.

## **7. Membership Fees for Hotels**

(a) Your first payment will be at the price advertised on the Website or alternatively as advised by us. We reserve the right to change the Membership Fees from time to time.

(b) If you terminate your subscription or Account you will continue to have access to the Members Area for the remainder of the Subscription Period you are currently in up until the renewal date whereupon access and the Membership Benefits will cease unless you choose to pay the Membership Fee and reactivate your subscription.

## **8. Representations and Warranties upon Registration and Use of the Members Area**

(a) The Hotel/Authorized Users must register prior to using any of the Services in the Considerate Hoteliers Members Area.

(b) The Hotel/Authorized User warrants and represents that all of the data provided by the Hotel/Authorized User for registration is accurate and complete. The Hotel/Authorized User shall report any changes in the registration data to us without undue delay.

- (c) The Hotel/Authorized User shall sign up with their real name and shall not use pseudonyms or pen names.
- (d) The Hotel/Authorized User is not joining us in the capacity of a recruitment agent, and will not make unsolicited approaches to other Hotel/Authorized Users with a view to finding potential job candidates.
- (e) The Authorized User warrants and represents that he or she is over the age of 18 years old at the time of registration.
- (f) The Hotel/Authorized User shall choose a password upon registration. The Hotel/Authorized User is obliged to keep this password secret. We shall not disclose the password to any third party.
- (g) Each Hotel/Authorized User is entitled to register with Considerate Hoteliers only once, and the Hotel/Authorized User may only establish one profile.
- (h) It is technically impossible for Considerate Hoteliers to determine with certainty whether any Authorized User registered with Considerate Hoteliers is in fact the person he or she represents to be. Therefore, Considerate Hoteliers assumes no liability for the actual identity of an Authorized User. Each Authorized User is solely responsible for checking the actual identity of another Authorized User.

## **9. Links to Other Websites**

This Website may contain links to other sites. Unless expressly stated, these sites are not under the control of Considerate Hoteliers or that of our affiliates. We assume no responsibility for the content of such websites and disclaim liability for any and all forms of loss or damage arising out of the use of them. The inclusion of a link to another site on this Website does not imply any endorsement of the sites themselves or of those in control of them.

## **10. Links to this Website**

Those wishing to place a link to this Website from other sites may do so only to the home page of the Website without prior permission. Deep linking (i.e. links to specific pages within the site) requires our express permission.

## **11. Lack of Contractual Involvement**

(a) Considerate Hoteliers merely provides the Hotel/Authorized User with a platform by means of which they can establish contact with other Hotel/Authorized Users, and only provides those platform services that allow Authorized Users to contact and interact with one another. Considerate Hoteliers does not take part in any contractual arrangements between Hotel/Authorized Users. The Hotel/Authorized Users alone are responsible for the execution and/or fulfilment of agreements into which they enter with suppliers. Furthermore, Considerate Hoteliers shall not be liable for breaches of duty in relation to agreements entered into between Hotel/Authorized Users and Suppliers.

(b) Considerate Hoteliers is acting only as an introducing agent in terms of agreements entered into between Hotel/Authorized Users and Suppliers, and has no contractual involvement in any business conducted between Hotels/Authorized Users and Suppliers.

## **12. Invoicing and Collection of Membership and Directory Fees**

(a) Considerate Hoteliers may deliver invoices to the Hotels and Suppliers by email or by standard postal services.

(b) Payments for the Membership Fee and Directory Fee shall be due immediately upon invoicing. Payment can be made by means of online banking or by cheque.

(c) On applying to become an Authorized User of Considerate Hoteliers or a Supplier on our Directory, potential members and suppliers are obliged to provide accurate information to Considerate Hoteliers regarding the number of rooms in their properties and the number of employees in their organization. The pricing of the Membership Fee or Directory Fee varies according to these two factors. In the event that inaccurate information is provided by the Hotel or Supplier resulting in an organization being undercharged by Considerate Hoteliers, Considerate Hoteliers reserves the right to re-invoice the organization for the correct sum.

## **13. Changes to the Services and the Member's Area**

(a) Considerate Hoteliers reserves the right to modify the Services it offers and/or to offer services different from those offered at the time of the Hotel's registration at any time.

(b) We aim to update our Website regularly, and may change the Content at any time. If the need arises, we may suspend access to our Website, or close it indefinitely. Any of the Content on our Website may be out of date at any given time, and we are under no obligation to update such Content.

## **14. Termination**

(a) The Hotel or Supplier may terminate their subscription without cause at any time. Such termination will take effect from the end of the current Subscription Period. The termination notice should be in written format either by email or by postal service.

(b) We may terminate the Subscription if we determine that it is unacceptable for us to continue the agreement to the end of the Subscription Period, taking into account all circumstances of the individual case and weighing the interests of us against the Hotel or Supplier. A good cause includes, but is not limited to, any of the following:

(i) If the Hotel or Supplier fails to comply with any applicable legal provisions;

(ii) If the Hotel or Supplier breaches their obligations as set out in these Terms and Conditions;

(iii) If the reputation of the Services offered on the Website and/or Service is substantially impaired by the online-presence of the Hotel or Supplier;

(iv) If the Hotel or Supplier causes harm to any other Hotel(s) or Supplier(s); or

(v) If we receive complaints about the Hotel's or Supplier's behaviour, which upon investigation, at the sole discretion of Considerate Hoteliers management, justifies the termination of the Hotel or Suppliers subscription.

(c) In the event we decide to terminate the subscription for a good cause, the Hotel shall not be entitled to claim reimbursement of any advance payments.

(d) If we terminate your Account or subscription for any other reason, you will not be refunded any remaining balance of your Membership Fee.

(e) If we terminate your Account or subscription, you will cease to have access to the Members Area or to be listed in the Directory, as relevant, from the date of termination.

## **15. Responsibility for the Content**

(a) Considerate Hoteliers does not make any warranties or representations regarding any Content, data and/or information provided or made available to or by any Hotel or Supplier on the Website or on any external websites linked from it. In particular, Considerate Hoteliers does not warrant or represent that said Content, data and/or information is true or accurate, or that it fulfils or serves any particular purpose.

(b) The User may report any activities of any other User, which violate applicable laws and/or any of these Terms and Conditions by contacting Considerate Hoteliers Management.

## **16. Hotel's Details**

Subject to the provisions of clause 2(f), Considerate Hoteliers will not pass the Hotel's Account information on to any third parties without the Hotel's consent. Considerate Hoteliers will use the Hotel Account information only to provide you with updates on the Considerate Hoteliers work. The Hotel is free to unsubscribe from these email updates at any time by clicking on the appropriate button in any emails we send or by emailing [unsubscribe@consideratehoteliers.com](mailto:unsubscribe@consideratehoteliers.com) and asking us to remove you from our list.

## **17. User Generated Content**

(a) The User grants to Considerate Hoteliers a worldwide, irrevocable, non-exclusive, royalty-free licence to use, reproduce, adapt, publish, translate and distribute your User Content in any existing or future media. The User also grants to us the right to sub-license these rights, and the right to bring an action for infringement of these rights.

(b) Your User Content must not be illegal or unlawful, must not infringe any third party's legal rights, and must not be capable of giving rise to legal action whether against the User or Considerate Hoteliers or a third party (in each case under any applicable law).

(c) The User must not submit any User Content to the Website that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

(d) Considerate Hoteliers reserves the right to edit or remove any material submitted to our Website or stored on our servers.

(e) Notwithstanding Considerate Hoteliers rights under these Terms and Conditions in relation to User Content, Considerate Hoteliers does not undertake to monitor the submission of such content to, or the publication of such content on, our Website.

## **18. Limitation of Liability**

(a) Considerate Hoteliers does not seek to limit liability for death or personal injury as a result of its negligence, or to exclude any liability that is prohibited from being excluded by law.

(b) The material displayed on our Website is provided without any guarantees, conditions or warranties as to its accuracy. We will not be liable in any way or under any circumstances for any loss or damage that Users, Visitors and other third parties may incur as a result of the Content, nor for any errors or omissions in such material or any other part of the Website. Use of and reliance on the Website, the Service and Content is entirely at the risk of the User.

(c) The User understands and agrees that in no event will Considerate Hoteliers or its directors, employees or agents be liable to the User or any third person for any indirect, consequential, incidental, special or other damages, including for any lost profits, income, revenue, anticipated savings, goodwill, reputation or lost data arising from their use of the Considerate Hoteliers Website or Service, or any of the content or other materials accessed through or downloaded from the Website.

(e) Considerate Hoteliers will not be liable for any loss or damage arising out of any event or events beyond Considerate Hoteliers reasonable control.

(f) Notwithstanding the terms of this clause 18, Considerate Hoteliers total liability for any direct loss or damage arising out of our breach of these Terms and Conditions shall be limited to the value of a User's current subscription.

## **19. Disclaimers**

(a) Considerate Hoteliers will not be responsible, or liable to any other User, Visitor or to a third party, for the content or accuracy of any materials posted by you or any other user on our Website.

(b) Considerate Hoteliers makes no warranty or representation that the Website will meet your requirements, that it will be of satisfactory quality, that it will be fit for a particular purpose, that it will not infringe the rights of third parties, that it will be compatible with all systems, or that it will be secure.

(c) Whilst every reasonable endeavour has been made to ensure that all information provided on this Website will be accurate and up to date, we make no warranty or representation that this is the case. We make no guarantee of any specific results from the use of our Services.

(d) No part of this Website is intended to constitute advice and the Content of this Website should not be relied upon when making any decisions or taking any action of any kind.

(e) Whilst we use reasonable endeavours to ensure that the Website is secure and free of errors, viruses and other malware, all Users and Visitors are advised to take responsibility for their own security, that of their personal details and their computers.

(f) We accept no liability for any disruption or non-availability of the Website resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and censorship.

## **20. Indemnity**

(a) The User and Visitor shall indemnify and hold Considerate Hoteliers harmless from all actions, including damage claims, arising from Authorized Users or third parties against Considerate Hoteliers resulting from an infringement of their rights by the contents posted by the User on the Website.

(b) The User and Visitor shall indemnify and exempt Considerate Hoteliers from all actions, including damage claims, arising from other Users, Visitors or third parties against Considerate Hoteliers resulting from the User's use of the Website and Services.

(c) The User and Visitor assume all reasonable costs Considerate Hoteliers incurs due to an infringement of third party rights, including all reasonable legal costs.

(d) The aforementioned obligations shall not apply in the case where the User is not responsible for the infringement.

## **21. Information About You**

We process information about you in accordance with our Privacy Policy. By using our Website, you consent to such processing and you warrant that all data provided by you is accurate.

## **22. Governing Law / General Information**

(a) These Terms and Conditions shall be governed by and construed in accordance with English law and the English Courts shall have exclusive jurisdiction in connection with all matters relating to these Terms and Conditions, and the User's use of the Website and Service.

(b) The failure of Considerate Hoteliers to exercise or enforce any right or provision of these Terms and Conditions shall not constitute a waiver of such right or provision.

(c) If any provision of these Terms and Conditions is, for any reason found by a court of competent jurisdiction to be invalid and/or unenforceable, the remaining provisions shall continue to be valid and enforceable to the fullest extent permitted by law. The parties agree to replace an invalid and/or unenforceable provision with a valid and/or enforceable provision, which most closely approximates the intent and economic effect of the invalid and/or unenforceable provision.

(d) The User agrees that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Considerate Hoteliers Website or Service or

these Terms and Conditions must be filed within one year after such claim or cause of action arose or be forever invalid. The section titles in the Terms and Conditions are for convenience only and have no legal or contractual effect.

(e) Considerate Hoteliers reserves the right to amend these Terms and Conditions at any time, without giving reasons. In the event of amendment, we will post the changes to these Terms and Conditions on this page and will indicate at the bottom of this page the date these terms were last revised. The User's/Visitor's continued use of the Service or the Website after any such changes constitutes its acceptance of the new Terms and Conditions. It is the sole responsibility of the User/Visitor to check this page regularly to determine if they are still in agreement with the Terms and Conditions. In the event that the User/Visitor does not accept any amendments to the Terms and Conditions, they must cease to use the Website and Service.

(f) Nothing in these Terms and Conditions shall confer any rights upon any third party. The agreement created by these Terms and Conditions is between you and Considerate Hoteliers.

(g) All notices / communications shall be given to us either by post to our address (see address above) or by email to [benedetta.cassinelli@consideratehoteliers.com](mailto:benedetta.cassinelli@consideratehoteliers.com). Such notice will be deemed received 3 days after posting if sent by first class post, the day of sending if the email is received in full on a business day and on the next business day if the email is received on a weekend or public holiday.

(Considerate Hoteliers Terms and Conditions – February 2013)

Here you can download the Terms and Conditions as a PDF.