

Terms and Conditions of trading RoomAuction.com Ltd

1. GENERAL TERMS

1.1 The Owner or person with permission from the owner shall be entitled to place the Hotel Information on the RoomAuction.com Web Site. In doing so, all of the terms and conditions set out in this document shall apply.

1.2 RoomAuction.com is owned and operated by RoomAuction.com Ltd which is registered in England and Wales under Company No.: 5195474 and has its registered office in: Mid-Thatch, Boon Street, Eckington, Worcestershire, WR10 3BL, United Kingdom.

1.3 Unless the Owner notifies RoomAuction.com in writing (letter or email) of their will to cancel the listing, the entry will remain live and commission invoices will be issued as the RoomAuction.com's accounting procedures.

1.4 Should the delay in payment exceed 30 days, an account may be placed on hold until paid. Upon the Owner's request and once RoomAuction.com Ltd has received all due payments, RoomAuction.com Ltd shall make the Hotel Information accessible again on the Web Site.

2. HOTEL DETAILS

2.1 The Owner shall have exclusive responsibility for ensuring that the Hotel Information shall:

2.1.1 be legal, honest, accurate and truthful;

2.1.2 comply with the British Codes of Advertising and Sales Promotion;

2.1.3 not infringe the copyright, design, privacy, publicity, data protection, trade mark or any other rights of any third party and is not obscene, libellous or defamatory of any person;

2.1.4 not breach any applicable law or regulation, or breach any instructions given by RoomAuction.com Ltd about the use of the Web Site from time to time;

2.1.5 be remotely updated by the Owner entirely at its own risk; and

2.1.6 be input only by someone who is authorized to do so by the Owner.

2.2 All questions and complaints from individuals accessing the Hotel Information are the exclusive responsibility of the Owner and shall be handled by the Owner.

2.3 All booking offers sent to the Hotel should be replied to within at least 48hrs. On average, this should not take more than 24hrs for a Hotel to reply to its possible Guest. Not replying to booking offers may result in taking a hotel off the System. No payments will be returned.

3. THE WEB SITE

3.1 The Owner shall:

3.1.1 report to RoomAuction.com Ltd any suspected faults in or infiltration of the Web Site of which it may become aware as soon as such suspected faults or infiltration come to the Owner's attention;

3.1.2 keep confidential and take all necessary steps to ensure the continued confidentiality of its account identification details, password, security encryption devices and other confidential information relating to the Web Site and notify RoomAuction.com Ltd forthwith in the event of a third party stealing its password or using its account identification details;

3.1.3 ensure that it has all necessary rights, licences and consents to incorporate the Hotel Information into the Web Site and to link the Web Site to those sites owned by the Owner or by third parties to which the Owner wishes the part of the Web Site that incorporates the Hotel Information to be linked.

3.2 RoomAuction.com Ltd may at any time:

3.2.1 suspend the availability of the Web Site (or any part of it) for the purpose of repair, maintenance or improvement or to preserve security;

3.2.2 vary the technical specifications of the Web Site (or any part of it) for operational reasons;

3.2.3 remove or amend any or all of the Hotel Information from the Web Site which in RoomAuction.com Ltd's reasonable opinion is unlawful or has been placed on the Web Site in breach of this Agreement;

3.2.4 suspend the availability of the Web Site or any part of it if the Owner fails to pay the Fee on the due date.

4. INTELLECTUAL PROPERTY

4.1 RoomAuction.com Ltd (or its licensors) shall own the copyright in the design and layout of the Web Site, including the text placed on the Web Site by the Owner, and the Owner hereby assigns all such copyright to RoomAuction.com Ltd.

4.2 All goodwill arising in connection with the Web Site shall belong to RoomAuction.com Ltd. RoomAuction.com Ltd shall be entitled to re-supply the Hotel Information to third parties involved in the provision of accommodation availability information via any existing or future online media.

5. FEES

5.1 RoomAuction.com Ltd shall be entitled to issue an invoice for the fees payable in respect of each Hotel within 14 days following the day the value of commission due will reach 100 GBP net.

5.2 The Fees are expressed exclusive of VAT, which the Owner shall additionally pay to RoomAuction.com Ltd.

5.3 The Owner shall make payment in full in respect of each invoice within 30 days of the date of the invoice.

6. WARRANTY AND LIABILITY

6.1 RoomAuction.com Ltd shall provide the Web Site "as is". The Owner agrees that it is technically impossible for RoomAuction.com Ltd to provide the Web Site uninterrupted, free of faults or to guarantee that the Web Site will not be infiltrated by unauthorised users or hackers.

6.2 Except as set out expressly in this agreement, RoomAuction.com Ltd makes no warranties or representations either express or implied in relation to whole or part of the Web Site, including but not limited to implied terms, warranties or conditions of title, usability, condition, operation, non-infringement of intellectual property rights, completeness, accuracy, satisfactory quality and fitness for a particular purpose thereof or that the Web Site will be uninterrupted or error-free or that it will meet any particular criteria of performance or quality and that all such conditions, warranties, terms and undertakings, express or implied, statutory or otherwise in respect of the availability and operation of the Web Site are hereby expressly excluded.

6.3 The Owner agrees that the maximum aggregate liability of RoomAuction.com Ltd for any loss or damage whatever arising from or in anyway connected with this Agreement shall, in respect of any one or more events

or series of events (whether connected or unconnected) taking place within any twelve month period be limited to the total Fees in any year of this Agreement.

6.4 Nothing in this Agreement shall exclude:

6.4.1 RoomAuction.com Ltd's liability for death or personal injury arising from RoomAuction.com Ltd's negligence or that of its servants, agents or employees; or

6.4.2 any other liability which it is prohibited from excluding by law.

7. TERM AND TERMINATION

7.1 This Agreement shall continue until terminated by either party giving to the other party notice in writing at any time.

7.2 This Agreement may be terminated forthwith by notice in writing by either party if the other party:

7.2.1 commits a material breach of this Agreement and fails to remedy it within 30 days after receipt of notice in writing from the other party; or

7.2.2 is unable to pay its debts or it makes an arrangement, composition or scheme with (or for the benefit of) its creditors or a receiver, administrative receiver or similar officer is appointed over all or a substantial part of its undertaking or affairs or steps are taken for winding up the party (whether by the presentation of a winding up petition or otherwise) or for the making of an administrative order (other than for the purposes of solvent reconstruction or amalgamation) or a petition is presented for its bankruptcy.

7.3 After expiry or termination of this Agreement for any reason RoomAuction.com Ltd shall be entitled forthwith to remove the Hotel Information from the Web Site.

8. FINAL TERMS

8.1 Neither party shall be liable for any breach of its obligations hereunder (other than any obligation to pay money) and no right of termination shall arise where the breach results from causes beyond its control and the party concerned has acted and continues to act reasonably and prudently to prevent and to minimise the effect of such causes.

8.2 This Agreement shall only be modified by the agreement of both parties in writing.

8.3 This contract is personal to the Owner and the Owner may not assign or transfer or otherwise part with the contract or any right or obligation under it without RoomAuction.com Ltd's prior written consent.

8.4 These terms and conditions shall in all respects be governed by English law and the Owner submits to the exclusive jurisdiction of the English courts.