

Listing Terms and Conditions

Last updated: June 2006

Definitions

In these Terms & Conditions 'meethalfway.com' means Meet Halfway Ltd of 125 Upper Holland Road, Sutton Coldfield, West Midlands B72 1RD, registered number 5803051 England and 'You (Your)' means the person or body (incorporated or non-incorporated) who authorises the Order to have an Establishment Listed on meethalfway.com. 'Establishment' means the restaurant bar/pub, café, conference/meeting venue, hotel, bed & breakfast, cinema, bowling alley, sports centre or golf club in relation to which an Order for a listing has been made.

Commencement and Duration

- 1) Once meethalfway.com has received Your completed Order and (except for a free listing) a non- refundable deposit meethalfway.com will arrange for a listing as per the Order.
- 2) The deposit is equal to three months costs as per Your Order.
- 3) Each listing fee relates to a calendar year, the first one commencing on the first of the month following the date the Order **and** the payment (or first quarter thereof) is received by meethalfway.com or other such date as agreed by meethalfway.com in writing or by email. Thereafter, the contract will renew automatically until terminated by either party.

Undertakings by Us

In providing you with the listing as per Your Order, save expressly provided elsewhere in these Terms & Conditions, meethalfway.com undertake to:

- 1) Arrange for the website, meethalfway.com to be made available
- 2) Provide each listing we have agreed to provide as described on Your Order as per these Terms & Conditions
- 3) Where the provision of a listing requires us to provide you with a proof of material created we will give you access to or provide a copy of the material in question. If we have sent you proof material and you do not request any changes within 21 days, it will be deemed that you have accepted the material.
- 4) Use the reasonable skill and care of a competent provider of the listings ordered.
- 5) Respond to any request / query by You within 3 working days and where required amend the website listing within 5 working days.

Meethalfway.com have a policy of continuing website improvement and reserve the right to alter the style, facilities, operational characteristics and the "look and feel" of the website without prior notice but in so doing will endeavour not to diminish the value and utility of the revised listing to any material degree. We also reserve the right, notwithstanding the existence of a Contract, to cease the provision of listings in which case we will notify you of such cessation and of any new arrangements relating to the payment for the listings so affected.

Throughout the period of the listing of the Establishment, You shall:

- a) be entitled to order and display an appropriate meethalfway.com signs. This sign (or signs) must be obtained from meethalfway.com.
- b) be entitled to display an accurate reproduction of meethalfway.com logo on the Establishment's letterheads, brochures and appropriate promotional material.

- 6) Meethalfway.com will facilitate for those establishments which are members of ActiveHotels.com or Toptable.co.uk. Bookings are made via a meethalfway.com branded service. Standard ActiveHotels.com and toptable.co.uk commissions and membership rates apply.

Undertakings by You

- 1) In consideration of meethalfway.com providing the listing, You must
 - Pay our charges as per your order
 - Where we need to receive content from You, advise us or send us that content
- 2) You warrant that You are fully entitled and authorised to enter into a listing agreement with meethalfway.com in accordance with these Terms & Conditions and, in particular, that any licence you grant to meethalfway.com does not infringe any 3rd party rights.
- 3) You warrant that any information provided by You, Your agents or representatives to meethalfway.com in relation to or in connection with the Establishment is accurate and that You will notify meethalfway.com promptly of any changes to such information.
- 4) Whilst meethalfway.com will use all reasonable endeavours to ensure the accuracy of any free listing relating to Your Establishment which is published, You agree that meethalfway.com shall not be responsible for any errors or omissions in such entries, and that meethalfway.com shall not be liable for any loss, damage, cost or expense incurred by You as a result of any such error. Meethalfway.com shall, as a matter of goodwill, take all reasonable steps to rectify any errors made.
- 5) You shall ensure that the Establishment complies with all laws and regulations in connection with any promotion of its meethalfway.com listing.
- 6) You warrant that all legal requirements relating to use of the Establishment including, without limitation, any requirements relating to the safety of those persons having access to the Establishment are, and shall continue to be, complied with. You shall ensure that adequate insurance is maintained at all times to cover any liabilities of the Establishment's occupier or other responsible person or body in this regard.
- 7) You acknowledge that the meethalfway.com logo is the exclusive property of Meet Halfway Ltd and that You obtain no rights to or in the said logo other than such rights as are set out in these Terms & Conditions or are otherwise agreed in writing from time to time.
- 8) You hereby grant to meethalfway.com, its assignees or licensees, an irrevocable nonexclusive free of charge licence to store, use, merge, modify, publish and reproduce any details, information and photographs provided by or on behalf of You in relation to the Establishment for all purposes in any and all media now existing or hereinafter invented throughout the world for the full period of any copyright existing in such including any renewals, reversions and extensions thereof.
- 9) Throughout the period of the listing of the Establishment, You shall:
 - a) immediately advise meethalfway.com of any change of ownership or control of the Establishment, whether this is of the immediate owner or of a parent organisation;
 - b) supply information relating to the Establishment to employees, agents or representatives of meethalfway.com upon request or as otherwise required by these Terms & Conditions;

Payment Terms

- 1) Subsequent to Your initial order and payment for the listing of Your Establishment, You shall continue the annual or quarterly (as per the original order or as otherwise agreed) payments to meethalfway.com, by direct debit, recurring credit card payments or by cheque within 14 days of receiving a written invoice from meethalfway.com, together with any governmental tax or charge as is payable with respect to the same (including but not limited to, VAT);
- 2) Meethalfway.com shall be entitled to charge You interest on any overdue sum from the date when payment is due until the date of actual payment (as well after as before judgement) at a rate per annum of 4% above the base rate from time to time of Barclays Bank Plc. Such interest shall accrue from day to day and shall be paid subject to any withholding tax.

Termination of Contract

- 1) At all times, meethalfway.com reserves the right to alter or withdraw the listing, and will refund any listing fee paid by You for a future period on a pro-rata basis. You shall observe and shall be bound by such decision.
- 2) You shall be entitled to terminate the Establishment's listing at any time, after the initial 12 months, on the giving to meethalfway.com of at least 3 months notice in writing.
- 3) The Establishment's meethalfway.com listing will immediately terminate upon the occurrence of any of the following events:
 - a) any change in ownership or control of the Establishment, whether this is in relation to the immediate owner or any parent organisation
 - b) if You go into liquidation other than a voluntary liquidation for purposes of reconstruction or if a manager or receiver takes possession of or is appointed over the whole or a substantial part of Your assets or if You enter into an arrangement or composition with or for the benefit of Your creditors (including any voluntary arrangement) or a petition is presented or a meeting is convened for the purpose of making an administration order or if You cease to carry out Your business or if You becomes insolvent.
- 4) Meethalfway.com shall be entitled to terminate the Establishment's listing forthwith by notice in writing:
 - a) Where You have not paid any applicable annual listing fee (or part thereof on the due date) which has accrued due to meethalfway.com under these Terms & Conditions or as per the Order.
 - b) Following any material breach by You of these Terms & Conditions.
- 5) Any termination of an Establishment's listing, howsoever occasioned, is without prejudice to any right or liabilities then accrued, including, without limitation, meethalfway.com's rights to listing fees due which have been invoiced and in relation to which payment has not been received within the payment period.
- 6) On termination of the meethalfway.com Establishment listing, howsoever caused, You shall immediately:
 - a) comply with the Terms & Conditions of the 'sign order form', in particular, at Your own expense remove all meethalfway.com signs from the Establishment site;
 - b) make no further use of, and withdraw from circulation, any documents or other material (including, but not limited to, headed writing paper and promotional brochures) showing the meethalfway.com logo or otherwise indicating an existing or past meethalfway.com listing.

Liability

- 1) Meethalfway.com's liability to You with regard to any claim or series of connected claims, whether in contract, tort (including negligence or breach of statutory duty) or otherwise, shall, unless agreed in writing, be limited to the amount of the annual listing fee paid or payable by You to meethalfway.com, with respect to the Establishment concerned, for the period during which the incident or series of connected incidents giving rise to liability occurred.
- 2) In no circumstances shall meethalfway.com be liable in contract, tort (including negligence or breach of statutory duty) or otherwise, howsoever caused, i) for any increased costs or expenses ii) for any loss of profit, business, contracts, revenues or anticipated savings or iii) for any special, indirect or consequential damage of any nature whatsoever.
- 3) Nothing in these terms and conditions shall, or shall be deemed to exclude meethalfway.com's liability, and meethalfway.com accepts liability, for death or personal injury resulting from negligence as defined in Section 1 of the Unfair Contract Terms Act 1977.
- 4) You indemnify meethalfway.com against all losses, costs, expenses, damages or claims resulting from Your breach of these Terms & Conditions or of any warranty given hereunder by You.
- 5) These terms and conditions are to be interpreted in accordance with the English law and subject to the non-exclusive jurisdiction of the English courts.
- 6) Nothing in these terms and conditions shall confer, or is intended to confer, on any third party any benefit or the right to enforce any term under the Contracts (Right of Third Parties) Act
- 7) meethalfway.com shall be entitled to assign its rights and obligations hereunder of Meet Halfway Ltd. to any group company.
- 8) These terms and conditions supersede and replace any and all prior arrangements, whether oral or written, between meethalfway.com and the You relating to meethalfway.com's listing of the Establishment. No amendment to these Terms & Conditions shall be effective unless agreed in advance in writing or by email by meethalfway.com. meethalfway.com reserves the right to amend these terms and conditions at any time on the giving of 14 days notice by email to You. meethalfway.com's failure to enforce or rely on any of these Terms & Conditions on a particular occasion or occasions will not act as a waiver of meethalfway.com's rights hereunder and will not prevent meethalfway.com from subsequently relying on or enforcing them.
- 9) meethalfway.com shall not be deemed to be in default of any provision of these terms and conditions as a result of its inability to perform these terms and conditions because of circumstances beyond their control such as, without limitation, Act of God, fire, flood, unavailability of materials, strike, national calamity, lockout, war, or any order or enactment of legally constituted authority of any country.

Use of Information

- 1) Use of Personal Information; Information i) provided by You or ii) held by meethalfway.com about the You (whether or not under a meethalfway.com contract (or contracts) with You) may be used by meethalfway.com or its agents to:
 - a) identify the You when You contact meethalfway.com;
 - b) help identify accounts, services and/or products which You could have from meethalfway.com from time to time.
 - c) help administer, and contact You about improved administration of, any accounts, services and products that meethalfway.com has provided before, or may provide now or in the future;

- d) carry out marketing analysis and customer profiling (including with transactional information) and create statistical and testing information;
 - e) help to prevent and detect fraud or loss; and
 - f) contact You in any way (including mail, email, telephone, visit, text or multimedia messages) about products and services offered by meethalfway.com
- 2) We may allow other people and organisations to use information we hold about the Establishment for the purpose of providing services asked for, as part of the process of selling one or more of our businesses, or if meethalfway.com has been legitimately asked to provide information for legal or regulatory purposes or as part of legal proceedings or prospective legal proceedings. From time to time, these other people and organisations may be outside the European Economic Area in countries that do not have the same standards of protection for personal data as the UK.
- 3) We may monitor and record communications with You (including phone conversations and emails) for quality assurance, legal, compliance and training purposes.
- 4) Use of Establishment Information; Information i) provided by You about the Establishment or ii) held by meethalfway.com about the Establishment (whether or not under a meethalfway.com contract (or contracts) with You) may be used by meethalfway.com or its agents to:
- a) identify the Establishment when You contact meethalfway.com;
 - b) help identify accounts, services and/or products which the Establishment could have from meethalfway.com from time to time.
 - c) help administer, and contact You about any accounts, services and products that meethalfway.com has provided before, or may provide now or in the future;
 - d) carry out marketing analysis and customer profiling (including with transactional information) and create statistical and testing information;
 - e) help to prevent and detect fraud or loss; and
 - f) contact the Establishment in any way (including mail, email, telephone, visit, text or multimedia messages) about products and services offered by meethalfway.com
- 5) We may allow other people and organisations to use information we hold about the Establishment for the purpose of providing services asked for, as part of the process of selling one or more of our businesses, or if meethalfway.com has been legitimately asked to provide information for legal or regulatory purposes or as part of legal proceedings or prospective legal proceedings.
- 6) We may sell to other people and organisations information we hold about the Establishment.

Meet Halfway Limited, 125 Upper Holland Road, Sutton Coldfield, West Midlands. B72 1RD.
Registered number 5803051 England.