

## BOOKING247.COM (ACCOMMODATION B2B AGREEMENT)

Accommodation agreement with Booking247.com on 12/08/2024 between:

**A) Booking247.com (Part of M.Zahid Travel Group).** Registered main office address: 41 Victoria Street, Blackburn, United Kingdom, BB1 6DN. ("The Company")

and;

**B) The Accommodation Supplier, whose details are:**

Accommodation Name			
Rating		Used Currency	
Address			
City	State	Country	
Contact-1 Name		Job Title	
Email		Tel. No	
Contact-2 Name		Job Title	
Email		Tel. No	
Extranet User Name		Email	
Accounting Email		Account Tel. No	

The accommodation supplier has agreed the following:

1 - This Agreement is only effective after approval and confirmation by Booking247.com.

2 - General delivery terms: Agreement is subject to and governed by the General Delivery Terms (the 'Terms & condition').

Receiving this agreement by email means that the Service Provider Company has read, understood and accepted Booking247.com's terms and conditions during registration and submitted to receive this copy for documentation.

### Booking247.com Bank Details ( Beneficiary M Zahid Travel LTD - Mother Company)

Bank Name: Barclays Bank

Branch Address: 8/14, Darven street, Blackburn, BB2 2BZ

Account	Details
GBP	Sort code: 20-09-72 Account Number: 23675440 IBAN: CB65 BUKB 20097223675440
USD	Sort code: 20-09-72 Account Number: 62559855 IBAN: CB69 BUKB 20097262559855
EURO	Sort code: 20-09-72 Account Number: 69832577 IBAN: CB77 BUKB 20097269832577
SAR	Sort code: 20-09-72 Account Number: 77759700 IBAN: CB02 BUKB 20097277759700

## **1. SCOPE OF THE AGREEMENT**

This Agreement will govern any reservation or booking made by The Company with The Supplier for the services agreed between the parties and specified on Platform to this Agreement ("the Services"). The Supplier will keep the contents of this Agreement and its terms of trading with The Company including agreed room rates, strictly confidential and unless obliged to do so by law will not disclose them to any third party.

## **2. EFFECTIVE DATE AND TERM.**

This Agreement between the named parties above will commence on the same day of signature and approval by the Second signing party (Company) and will continue in full effect until canceled in writing by either party, as described in Clause 12 of this Agreement.

## **3. BOOKINGS AND DESCRIPTION**

**3.1** All bookings are administered as set out on the Platform. The Company will confirm all bookings by email, which The Supplier must acknowledge by fax or email to confirm receipt. The Supplier shall provide the Services in compliance with the descriptions set out on the Platform and/or represented by The Supplier or on its behalf from time to time. When requested to do so, The Supplier shall approve any description(s) and/or other wording prepared by or on behalf of The Company for any purpose whatsoever in a timely manner. Once approved, The Supplier agrees that all such description(s) and other wording are and shall remain correct.

**3.2** profile content will be translated into Arabic by the supplier's user. System will provide the required tools by google translation, though the supplier should review all the content translated by google to assure context suitable and correct translations. The company content team may review the content and require a correction from the supplier if needed.

## **4. COMPANY MARKUP AND PAYMENT**

**4.1** The rate(s) specified on the accommodation page on our platforms to this Agreement include all taxes, charges, dues, fees and all other sums of whatever nature which relate to the Services and shall apply to all Services referred to in the platform or otherwise provided by The Supplier at any time during the period of this Agreement.

**4.2** The accommodation will upload net rates ( without company markup) , The Company shall be entitled to add a markup on top of net rates provided for all booked Services and rooms. Company shall be the party who will decide the markup percentage or amount according to its vision and policy.

**4.3** The Supplier will guarantee to upload the best net rates for rooms or services compared to other market competitors.

**4.4 Payment shall be made to The Supplier by The Company subject to the following conditions:**

**4.4.1** Payment will be made by bank transfer direct to The Supplier's bank account latest by check in date for all confirmed bookings.

**4.4.2** The Company shall be entitled to deduct from the payment any sums claimed by The Company from The Supplier under the terms of this Agreement or any other agreement between the parties or on any other basis whatsoever after being agreed between the two parties.

**4.4.3** In the event of any dispute in respect of any payment The Company shall be entitled to withhold the sum in question until the dispute is settled.

**4.4.4** The company has the full right to suspend/block the supplier's page/account in case the supplier is not paying in a regular term any amounts accrued for the company as per the timeline agreed in this agreement without prejudice to any rights or claims The company may have against The Supplier.

## **5. THE SUPPLIER'S DUTIES**

**5.1** The Supplier agrees to provide the Services in compliance with the descriptions set out in the platform and/or represented by The Supplier or on its behalf from time to time.

**5.2** The Supplier will ensure performance of the Services with a high level of due skill, care and diligence, and all personnel provided by The Supplier (whether or not employed by The Supplier) in connection with the provision of the Services will be appropriately qualified, experienced and capable as appropriate of performing competently the work or jobs for which they are employed.

**5.3** The Supplier will ensure that the Services are, and will remain throughout the period of this Agreement, at the agreed standard, and the Services will be clean, in full working order and safe for occupation and use by The Company's clients, employees, agents and representatives, and all other third parties; and this includes, but is not limited to, compliance with Clause 11 below.

**5.4** The Supplier undertakes to inform The Company in writing immediately of any building, maintenance work or other activity in the property, resort or surroundings such as may adversely affect the enjoyment of the clients of the Services. In the event of any planned refurbishment, The Supplier must notify The Company immediately, giving a minimum of 30 days notice. In the event of The Supplier not observing the 30 day notice period, or the Services not being ready to accommodate clients at the agreed start date, The Company reserves the right to terminate the Agreement (without prejudice to any rights which may have accrued under the Agreement) debiting any financial loss incurred as a consequence to The Supplier.

## **6. COMPLAINTS**

**6.1** In the event of a complaint being made to The Company or The Company's representatives by any of the clients relating to The Supplier and in particular the inadequacy or non-provision of the Services or any other service or facility provided or agreed to be provided by The Supplier, The Company shall notify The Supplier of any such claim or complaint and The Supplier will provide The Company with satisfactory information immediately and within 3 working days to assist in responding adequately to such complaint.

**6.2** If The Company receives any complaint concerning the Services, and particularly in the event of a personal injury sustained, The Supplier will, at the request of The Company and promptly at The Supplier's cost, give all assistance requested by The Company including but not limited to, providing documents, providing detailed written statements from relevant employees or agents and holding any employee or agent available to give evidence when required.

## **7. CANCELLATIONS**

**7.1** The Company shall be entitled to release the Services or any part of them by notice in writing to The Supplier without incurring any penalty, charge or liability whatsoever providing The Company does so on or before any release date(s) applicable to the Arrangements in question and displayed on the platform or otherwise agreed between the parties in writing.

**7.2** After the said applicable release date(s), The Company shall be entitled to cancel the Services or any part of them by giving The Supplier notice in writing and subject to payment of the cancellation charges as stated on the company platform according to the accommodation policy or otherwise agreed between the parties in writing.

## **8. CHANGES TO CONTRACTED SERVICES**

**8.1** The Supplier will notify The Company in writing of any alteration, suspension, deficiency, failure or other change of any nature whatsoever in respect of any part of the Services, whether temporary or otherwise, within 48 hours of the problem occurring whether or not it is continuing. The Supplier undertakes to take all reasonable steps to remedy the problem immediately and restore the Services to those originally contracted, and shall be solely responsible for bearing the full amount of any costs incurred in doing so.

**8.2** If any reservation option or request cannot be honored, The Supplier will notify The Company immediately and comply with The Company's requests and instructions concerning alternative services. Unless otherwise advised by The Company, The Supplier must locate replacement services for The Company's clients of at least equal standards with similar services, facilities and location (any additional costs must be borne by The Supplier).

**8.3** If the alternative Services are not deemed acceptable by the client and the client wishes to cancel, The Supplier will pay compensation to The Company in accordance with the indemnity under Clause 9 of this contract.

## **9. INDEMNITIES**

**9.1** Without prejudice to any other provision in this Agreement, The Supplier hereby agrees to indemnify The Company for the full amount of all damages, expenses, losses, compensation, demands, actions, liabilities, fines costs (including legal costs) and/or any other sum of whatever nature which, for any reason whatsoever, The Company incurs or pays to any clients, employees, agents and/or representatives and/or any third party (including own legal costs) or authority (whether pursuant to any Court Order or by way of any settlement which The Company, acting reasonably in all the circumstances including the costs, risks and time involved in fighting any claim, agrees to pay or otherwise), as a result directly or indirectly in whole or part of:-

**9.1.1** Any breach of any nature whatsoever by The Supplier of their obligations expressed or implied under this Agreement and/or any act(s) and/or default(s) of The Supplier and/or any person(s) provided or used (directly or indirectly) by The Supplier.

9.1.2 Any failure of The Supplier to reach the standard agreed with The Company to include by way of example and by no way of limitation, any failures or deficiency in the standard of quality of the property/services provided, absence or alteration or any facilities or services of lack of cleanliness, hygiene or safety for any reason for any period.

9.1.3 Any client claim received which relates to the Services.

## **10. INSURANCE**

10.1 The Supplier shall take out and maintain throughout the period of this Agreement comprehensive liability insurance to cover all risks relating to the Services and all risks arising out of the performance of this Agreement including (but not limited to) any liability for damages for the death, injury or illness of The Company's clients, employees, agents, sub-contractors howsoever arising. The Supplier shall on demand provide a copy of all insurance policies and schedules to The Company or The Company's representatives. The Company will not check the policy documentation for suitability and it remains the responsibility of The Supplier to ensure that they are adequately insured at all times.

## **11. FIRE PRECAUTIONS, HEALTH AND HYGIENE, SAFETY REQUIREMENTS**

11.1 The Supplier certifies that the Services conform to all applicable planning, licensing and other requirements as may be imposed on it by national, local or other laws or regulations. The Supplier certifies that the Services comply and will at all times comply during the validity of this Agreement with national and trade laws, regulations and codes of practice, relating to hygiene, fire, the general safety and security of those on the premises, or in any other way affecting its operation.

11.2 Without prejudice to the generality of the foregoing The Supplier will ensure that where applicable: all fire exits are clearly marked and accessible with good emergency lighting: fire extinguishers are readily available on each floor and smoke alarms fitted; and all bedroom doors have printed instructions in English covering emergency procedures. The Supplier will ensure that any swimming pool filtration and cleaning systems provide good hygienic standards with the bottom of the swimming pool clearly visible.

11.3 The Supplier accepts that failure to comply with the above may result in the suspension or revocation of all payments under this Agreement and/or the termination of this Agreement without any liability to The Company and without prejudice to any other agreement or contract between the parties.

## **12. TERMINATION**

12.1 In the event of any breach of the terms of this Agreement by The Supplier, The Company shall be entitled to give written notice of such breach and terminate the Agreement forthwith. The Company may further terminate the contract if there is a change in ownership of the Services; if The Supplier becomes insolvent or goes into liquidation / bankruptcy or if The Company becomes insolvent or goes into liquidation. Any such termination will be without prejudice to any rights or claims, which The Company may have against The Supplier.

12.2 Either party may terminate the Agreement upon notice by giving not less than 90 days notice in writing to the other party.

## **13. ASSIGNMENT**

The Company reserves the right at any time to display or transfer or subcontract any part(s) of its rights to the Services to any subsidiary or other associated company of The Company or to any other third party. The Supplier must seek the prior written agreement of The Company prior to any assignment.

## **14. Listing Rights - Subsidiary companies.**

The supplier agrees that Mzahid group has the right to list this property or any other properties assigned herein or in any related attachments to this agreement on Booking247.com or its other online owned portals (The subsidiary companies) and this agreement will be considered valid for all the company B2B portals.

## **15. CHANGE OF OWNERSHIP OR MANAGEMENT**

In the event of any change of ownership of the business of The Supplier, The Supplier shall notify The Company of this immediately and shall, with The Company's prior consent, transfer its obligations under this Agreement to the new owner.

## **16. FORCE MAJEURE**

16.1 Neither party shall be liable to the other for any contractual default which they could not foresee or avoid. These events can include, but are not limited to war, threat of war, civil strife terrorist activity and its consequences or the threat of such activity, riot, the act of any government or other national or local authority, natural or nuclear disaster, fire, chemical or biological disaster and all

similar events outside the control of the relevant party ("Force Majeure"). Advice from the Foreign Office to avoid or leave a particular country may constitute Force Majeure.

**16.2** If either party is affected by Force Majeure it shall immediately notify the other party in writing of the matters constituting Force Majeure and shall keep that party fully informed of their continuance and of any relevant change of circumstances whilst such Force Majeure continues and shall take all reasonable steps available to minimize the effects of the Force Majeure on the performance of its obligations under this Agreement.

## **17. ENTIRE AGREEMENT**

This Agreement shall constitute the entire agreement between The Company and its subsidiaries and The Supplier and any other terms, conditions, performance criteria, guarantees or prior representations whatsoever (whether written or oral) shall be of no effect unless expressly incorporated herein. Each party acknowledges that it has not entered into this Agreement in reliance on any statement or representation of the other parties except to the extent that such statement or representation has been incorporated in this Agreement. Nothing in this Agreement shall limit or exclude either party's liability for fraud or fraudulent misrepresentation.

## **18. NO PARTNERSHIP / JOINT VENTURE / AGENCY**

This Agreement shall not operate so as to create a partnership or joint venture of any kind between the parties. Nothing contained in this Agreement shall be so construed as to constitute either party to be the agent of the other. Neither party shall have any authority to make any commitments on the other party's behalf.

## **19. DATA PROTECTION**

Personal client information will be made available to The Supplier in the course of performing and fulfilling their duties under this Agreement and The Supplier shall hold this data confidential in compliance with The Company's data protection responsibilities and use the data solely as required to perform its duties under this Agreement. The Supplier undertakes that they shall not use personal client information in any other way unless authorized to do so in writing by The Company.

## **20. JURISDICTION AND SEVERABILITY**

**20.1** This Agreement shall be construed, and any dispute between parties determined, under the laws of England and Wales. Disputes shall be subject to the exclusive jurisdiction of the Courts of England and Wales, except in relation to any proceedings brought against The Company in any other jurisdiction which involve or concern, in whole or part, the Services. The Company shall be entitled to make The Supplier a party to any such proceedings.

**20.2** If any provision in this Agreement should be held illegal or unenforceable by a Court having jurisdiction, such provision shall be modified to the extent necessary to render it enforceable without losing its intent, or severed from this Agreement if no such modification is possible, and other provisions of this Agreement shall remain in full force and effect.

## **21. ACCOMMODATION'S BANK DETAILS (for payment purposes).**

The Accommodation supplier states that the accommodation bank details set out during the registration process are correct and refer to the contracted accommodation without any responsibility on Booking247.com in case of any wrong details that could result in wrong money transfers. Accommodation supplier will take full responsibility for such mistakes and results.

## **22. THE FOLLOWING HAS BEEN AGREED :**

The accommodation supplier has received, read, and understood the general terms and conditions and partner agreement of Booking247.com's signup procedure and accepted to act in accordance with its terms and conditions. Agreeing with these terms and conditions and continuing with the registration process will replace the accommodation supplier's physical signature on this agreement. This agreement shall be used in case of any legal proceedings.\*\*\*\*\*