

1. INTRODUCTION

In this contract the following expressions have the following respective meanings, unless the context otherwise requires:

“Service Provider” or “IC” means Intertek Cristal, Cristal International Standards and/or Check Safety First Ltd and/or any of its subsidiaries.

“Client” or “Customer” means the person, company, hotel or managing group referred to overleaf, though where the Client is more than one person (e.g. a Partnership or Managing group) all obligations under this contract are joint and several obligations.

“Website” means that websites operated by Check Safety First Ltd with the address www.checksafetyfirst.com & www.E-Cristal.com & www.checksafetyfirst.de & www.cristalstandards.com

“Software” or “system” or “E-Cristal” mean the software system that is used by the client and CIS to manage and reduce risk.

“Modules” means the different aspects and areas of risk management contained within the system. Such as:

- BrandCheck
- StandardsCheck
- SecurityCheck
- LabCheck
- AccessCheck
- FoodCheck
- FireCheck
- PoolCheck
- SafetyCheck
- AquaCheck
- EcoCheck
- CrisisCheck
- Checkpoint (formerly TourCheck)
- SupplyCheck
- RoomCheck
- DineCheck
- POSICheck

“Service” means the whole scope of delivery of the products, systems and services contained herein.

“Audit” or “service visit” means an unannounced inspection and report of the level of risk within the clients’ premises by a member of the service provider’s staff.

“Quotation” means the document presented to the Client that contained the overview of the proposal of service made to the Client by the service provider, and that also refers to the specification of service to be delivered to the Client.

All terms herein shall be classed as both singular and plural. Any capital letter and/ or lower case letters shall not alter the meaning and consequently not change any terms or conditions referred to.

2. TERMS OF PAYMENT

- 2.1. Clients will be invoiced for system rental & service delivery monthly in advance unless specifically indicated otherwise on the front of this contract.
 - 2.1.1. If the service cannot be delivered for reasons outside of the control of the service provider, the service provider will still be entitled to charge for the service
 - 2.1.2. Client invoices will be raised within the first 5 working days of the month starting with each invoicing period, irrespective of when the service is being delivered in that month.
 - 2.1.3. Seasonal clients are required to inform the service provider at least 1 month in advance of the proposed closing and at least 1 month in advance of the proposed re-opening date of the hotel in order for the service provider to make arrangements to suspend or re-start service.
 - 2.1.4. All Clients who open or close outside of the seasonal periods are required to inform the service provider as soon as reasonably practicable.
 - 2.1.5. Payment shall be made by the client in full to the service provider either in advance, or no later than thirty days after the date of the invoice, in either US\$ Dollars, UK£ Pounds Sterling or € Euros by bank transfer directly to the Service Provider’s account. Payments in other currencies may be accepted, subject to prior agreement. The invoice and the payment must be in the same currency and the client must bear all bank charges associated with payment.

- 2.1.6. In the event of late payment, then, without limiting the service provider's remedies under clause 8, the Client shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time. In the event of any failure by the client to make payment, the client will be responsible for all expenses (including legal fees) incurred by the Service Provider in the course of collecting such amounts due.
- 2.1.7. In the event of late payment the Service Provider reserves the right to suspend the provision of any further service until receipt of payment of the outstanding debt plus any applicable interest, suspend the Client's information posted on the websites or contained in the system and to withhold reports held on the system.
- 2.2. The price charged by the service provider to the Client for the service shall be fixed for the first 12 months of the contract, provided that there are no material changes as to the level of service or modules delivered. After the first 12 months the service provider may increase the price in line with inflation indicated by the UK Consumer Price Index or in accordance with any changes to the specification of service delivered to the Client from time to time. The service provider will endeavour to keep the client apprised of any changes in price but this shall not alter the fact that any change in price shall be applicable from the date and receipt of the new invoice by the client.
- 2.3. The Client may not withhold payment, or part payment, of any amounts due under this contract for any real or perceived deficiency in the service delivered or provided by the service provided to the Client. The Service Provider will use reasonable endeavours to ensure that any complaints that the Client may have will be speedily dealt with to the client's satisfaction. Should the Parties fail to agree a swift resolution to such complaints then they shall enter into a dialogue to resolve such issues. Both the service provider and the Client agree to be cooperative and reasonable in such matters.
- 2.4. The price charged to the Client shall normally include all travel costs unless expressly stated or agreed otherwise. Such difference or additional costs should be noted on the front of this contract or communicated to the Client in writing.
- 2.5. Unless specifically contracted and detailed on the contract sheet, the price charged for the service by the service provider shall not include the cost related to the taking and processing of any laboratory samples and/or other additional analytical tests required by the Client in support of this contract.
- 2.6. The price charged by the service provider to the Client herein specifically excludes the cost of overnight accommodation that may be required by the employees and/or management

of the service provider incurred in the course of delivering this service and/or management visits to the Clients sites.

- 2.7. The client is expressly required to provide such accommodation, as required in 2.6 above, to the service providers staff free of charge and on a Bed, Breakfast and Evening meals basis (including warm and cold drinks but excluding alcoholic beverages), i.e., half board.
- 2.8. Should the Client be unable to provide such accommodation as required in 2.7 above, then the service provider shall organize suitable local alternatives and the cost of such shall be added to the next invoice to the Client. Unless herein agreed otherwise.

3. SERVICE PROVIDER'S REPRESENTATIONS

The Service Provider will:

- 3.1. Provided the client has purchased the relevant modules and service packs and achieved the standard in each module of service, advertise the details of the Client's site on an individual Client page on the www.checksafetyfirst.com websites. Those pages will present the standard form used for all Clients who use this service of the Service Provider. The standard form can be varied from time to time at the discretion of the Service Provider.
- 3.2. Provide to the client the E-Cristal auditing software function. This will also include a periodic inspection of the client's sites and a report as to the level of risk as represented by the different modules that the Client has contracted to receive.
- 3.3. Keep the Client updated of all developments associated with the system, service and websites, the Cristal auditing function and all other services offered by the Check Safety First Group of Companies.
- 3.4. Undertake international marketing on a regular scheduled basis, promoting the websites and the form of its content to the public globally.
- 3.5. Keep copies of all records and due diligence information contained within the system at any point during the lifetime of the contract, and will further provide a digital copy of all such information to the client upon termination of this contract, subject to all debts due from the Client to the service provider being paid and all terms of contract being satisfied.

3.6. Provide services to the Client in accordance with the service specification contained in the quotation/specification presented to the Client and which is hereby approved by the Client.

3.7. Deliver to the Client's site/s the standard service delivery unless stated differently overleaf, which will be for a number of the following modules of risk management:

- BrandCheck
- StandardsCheck
- SecurityCheck
- LabCheck
- AccessCheck
- FoodCheck
- FireCheck
- PoolCheck
- SafetyCheck
- AquaCheck
- EcoCheck
- CrisisCheck
- Checkpoint (formerly TourCheck)
- SupplyCheck
- RoomCheck
- DineCheck
- POSICheck

3.8. The client hereby authorizes the service provider to carry out a Checkpoint Audit at least annually as to the standards in the hotel. The client hereby authorizes the service provider to provide the Checkpoint audit report to the travel trade and tour operators through a suitably secure website.

3.9. The Service Provider warrants that the reports provided by it under this agreement shall be accurate at the point of the inspection upon which the report is based and taking into account all material information disclosed to the Service Provider by the Client. The Service Provider accepts no liability for inaccuracies in reports that have been caused in whole or in part:

- by factors arising after the date of relevant inspections; or
- from failures by the client to disclose material facts or information

4. CLIENT'S REPRESENTATIONS

- 4.1. The Client agrees to maintain the Cristal accreditation at the Client's site overleaf in a "Green" level of safety. The Client acknowledges that the Service Provider reserves the right to remove the details of the Client from the Websites if the Client's Cristal level of safety falls below the standard required to be met by the Client's site for it to be listed on the Website. For any period where the Client's site is removed from the Website as a consequence of failure to attain the necessary safety level, the Client is still liable to pay for the services received in full, subject to the termination provisions as presented in clause 8.
- 4.2. The Client acknowledges that the provision of reports by the Service Provider does not absolve it from responsibility to comply with any applicable local laws or from liability for a failure so to do.
- 4.3. The Client warrants that it shall make all relevant information available to the Service Provider during inspections. The Client acknowledges that the Service Provider shall not be liable for any loss or damage incurred by the Client arising wholly or partially from a failure by the Client to disclose all material information.
- 4.4. The Client warrants and represents to the Service Provider that it will be fully responsible for the terms (including, without limitation, product description, price and compliance with all applicable laws and regulations) of any contract for the sale of goods or services to third parties who have seen the Client's information displayed by the Service Provider.
- 4.5. The Client agrees to indemnify the Service Provider forthwith on demand and hold the Service Provider harmless against any and all expenses, damages and losses of any kind (including reasonable legal fees and costs) incurred by the Service Provider in connection with any claims, actual or threatened, of any kind (including, without limitation, breach of contract, any claim of trademark or copyright infringement, libel, defamation, breach of confidentiality, false or misleading advertising or sales practices) arising from any material of the Client to which users can link through the Website and any other contract entered into for the purchase of the advertised goods or services.
- 4.6. The Client will defend or settle at its own expense any action or other proceedings brought against the Service Provider that relates to any material of the Client to which users can link through the advertisement. The Service Provider shall notify the Client promptly of any such claim and shall permit the Client to assume and control the defense of such action with Counsel chosen by the Client (who shall be reasonably acceptable to the Service Provider) and shall not enter into any settlement or compromise of any such claim without the Client's prior written consent. The Client shall pay any and all proper costs, damages and

expenses (including but not limited to reasonable legal fees and costs) awarded against or incurred by the Service Provider in any such action or proceedings.

4.7. The client warrants that it will operate the E-Cristal system in a diligent manner and ensure that tasks are progressed in a timely manner and deadlines for resolution of issues are achieved. The Client shall instruct hotel staff responsible to keep daily task management records up to date.

4.8. The Client agrees to the following obligations:

- To use the E-Cristal system and to complete or keep in progress all tasks and corrective actions.
- To appoint a client specific E-Cristal manager and where applicable an E-Cristal group coordinator to oversee activity and to act as main point of contact between the 2 parties.
- To appoint a credit control coordinator with the power to ensure payments are made as contracted.

5. INFORMATION TO PRESENT ON THE WEBSITES

5.1. The Client shall provide the Service Provider with all the information necessary to complete the insertion of the Client's site details on the Website, including but not limited to photographs of the Client's site in the required electronic format. The Service Provider may create an advertisement on behalf of the Client if material is not forthcoming.

5.2. Positioning of the Client's information is at the sole discretion of the Service Provider.

6. INTELLECTUAL PROPERTY RIGHTS

6.1. The Parties acknowledge that the Service Provider retains ownership of Data and/or any Intellectual Property Rights arising from the use of Data in the course of the provision of the Services. All such Intellectual Property Rights shall vest in the Service Provider immediately on their creation. The Service Provider hereby grants the Client a royalty-free, exclusive, non-transferable licence to access and process Intellectual Property Rights arising from the use of Data for internal reporting purposes. The Client acknowledges that the Service Provider retains any and all IPR in in the E-Cristal system and platform that supports the

data and any concepts, ideas and inventions that may arise during the provision of services to the Client.

- 6.2. Except as otherwise provided for in this Clause 6 neither Party shall use, or make use of, any Intellectual Property Rights of the other Party, or of any associated company of the other Party, without first obtaining the other Party's written consent. Such consent not to be unreasonably withheld.
- 6.3. Each Party confirms and acknowledges that nothing in this Agreement will operate to vest in it any right, title or interest in the Intellectual Property Rights of the other Party.
- 6.4. Neither Party shall knowingly do, or permit there to be done, any act which may denigrate the value of or render invalid any Intellectual Property Rights belonging to the other Party, or associated company of the other Party, or in any way detract from the value of such Intellectual Property Rights.
- 6.5. The Service Provider or its employees may use the Client name, in connection with the administration of the Services, including in the context of any correspondence with any Supplier, but only to the extent reasonably necessary to carry out its obligations under this Agreement.
- 6.6. The Client and its Associated Companies or its or their employees may use the Service Provider name and those of E-Cristal Intellectual Property Rights generated in connection with the Data or the Services in connection with the administration of the Policies, or any other purpose in the course of the Client's business that may relate to its customers or insurers, including in the context of any correspondence with
- 6.7. The obligations of the Parties under this Clause 6 shall survive the termination of this Agreement.

7. DATA PROTECTION

- 7.1. Within this clause 7, Data Protection Act means the Data Protection Regulations 2018 and Data Controller, Data Processor, Data Subject, Personal Data and Processing have the same meanings as in that Act.
- 7.2. With respect to the parties' rights and obligations under this Agreement, the Client is the Data Controller and Service provider is the Data Processor.
- 7.3. The Service Provider shall:
 - i) only process Personal Data in accordance with instructions from the Client (which may be specific instructions or instructions of a general nature as set out in this Agreement

or as otherwise notified by the Client to the Service Provider during the life of this Agreement);

- ii) only process Personal Data to the extent, and in such manner, as is necessary for the provision of the Services or as is required by law or any regulatory body;
- iii) not otherwise modify, amend or alter the contents of the Personal Data or disclose or permit the disclosure of any of the Personal Data to any third party, including another Data Processor, unless specifically authorised in writing by the Client;
- iv) keep all Personal Data and any analyses, profiles or documents derived therefrom separate from all other data and documentation of the Service Provider;
- v) implement appropriate technical and organisational measures to protect Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from unauthorised or unlawful processing or accidental loss, destruction or damage to Personal Data and to the nature of the Personal Data which is to be protected;
- vi) not perform its obligations under this Agreement in such a way as to cause the Client to breach any of its applicable obligations under the Data Protection Act;
- vii) cooperate as requested by the Client to enable the Client to comply with any exercise of rights by a Data Subject under the Data Protection Act in respect of Personal Data Processing by the Service Provider under this Agreement or comply with any assessment, enquiry, notice or investigation under the Data Protection Act which shall include the provision of all data requested by the Client within the timescale specified by the Client in each case;
- viii) not Process the Personal Data in any country outside the European Economic Area without the prior written consent of the Client; and
- ix) cease Processing the Personal Data immediately upon the termination or expiry of this Agreement (or partial termination) to which it relates and as soon as possible thereafter, at the Client's option, either, return or delete from its systems, the Personal Data and any copies of it or of the information it contains and Service Provider shall confirm in writing that this clause 7.3(i) has been complied with in full.

7.4. The Service provider, its agents, sub-contractors and employees shall use their best endeavours to comply with the relevant data protection legislation in any country where any Processing of Personal Data takes place under this Agreement in order to carry out the Processing in compliance with the data protection legislation applicable in such country.

7.5. Without prejudice to any other provision of this Agreement, the Client may, on reasonable notice; request a detailed written description of the technical and organisational methods employed by the Service Provider and its permitted sub-contractors for the Processing of Personal Data. Within 10 days of receipt by the Service Provider of the Client's written request (which shall include a detailed description of the Client's reasonable requirements), the Service Provider shall deliver a written report to the Client in sufficient detail that the Client can reasonably determine whether or not any applicable Personal Data is being or has been Processed in compliance with the Data Protection Act.

7.6. Both parties shall observe all statutory provisions with regards to data protection including but not limited to the provisions of the General Data Protection Regulations 2016/679 ("GDPR") and shall comply with all applicable requirements of the GDPR

8. TERMINATION

- 8.1. This contract will be for a minimum period of 12 months from the date overleaf. (For clarification, this contract and terms and condition contained herein become fixed and accepted by the Client from the date the Client accepts delivery of the first service visit by the service provider).The Client is entitled to cancel this contract giving 3 months advanced written notice, the earliest day of said termination falling no sooner than the first anniversary of this contract, with such notice being given in writing to the Service Provider. Such notice must be by registered delivery method, any notice not officially received by the service provider and proved as such in a verifiable manner shall not be accepted as notice to terminate. The Service Provider reserves the right to terminate this contract at any time giving 3 months' notice in writing to the client.
- 8.2. The service provider may terminate this agreement with immediate effect by giving written notice to the client if:
- the Client fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 3 months after the due date for payment; or
 - there is a change of control of the Client.
- 8.3. Either party may terminate this agreement with immediate effect by giving written notice to the other party if the other party:
- commits a material breach of any term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 10 days after being notified in writing to do so; or
 - suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts, suffers any other insolvency event or suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.
- 8.4. Termination of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry including any claim the service provider may have for loss of profit.

- 8.5. The service provider may, in discussion with the client and with a minimum of 1 months' notice, agree to suspend service delivery for a fixed period within the contract term. Such suspension will only be considered if the client's account is up to date.
- 8.6. If the contract is temporarily suspended as in 8.5 above, then the client shall produce a letter to all tour operators and agents stating that the contract has been suspended. A copy of this letter will be given to the service provider prior to the service being suspended.
- 8.7. There can be no suspension of service delivery on the grounds of low occupancy alone.

9. LIMITATION OF LIABILITY

- 9.1. The Service Provider will not be liable, in contract, tort (including, without limitation, negligence), pre-contract or other representations (other than fraudulent or negligent misrepresentations) or otherwise out of or in connection with these terms and conditions for any economic losses (including without limitation loss of revenues, profits, contracts, business or anticipated savings); or any loss of goodwill or reputation; or any special or indirect or consequential losses; in any case whether or not such losses were within the contemplation of either party at the date on which the event giving rise to the loss occurred, suffered or incurred by a party arising out of or in connection with the provisions of any matter under these terms and conditions. In particular, and without limitation, the Client acknowledges that the Service Provider will not be liable for such losses whether arising from a failure to publish an advertisement, or from the inaccuracy of any data contained in any advertisements (whether such inaccuracy arises from any action, or failure to act, of the Service Provider, the Client or a third party).
- 9.2. Nothing in these terms and conditions shall exclude or limit the Service Provider's liability for death or personal injury resulting from its negligence or that of its servants, agents or employees.
- 9.3. Subject to the above, the liability of the Service Provider in contract, tort, negligence, pre-contract or other representations or otherwise arising out of or in connection with these terms and conditions or the performance or observance of its obligations under these terms and conditions, and every applicable part of them shall be limited to the amendment of any inaccurate data or in the event that the Service Provider fails to electronically publish the details of the Client's site despite having been provided with all necessary information by the Client for a period of 30 days, the Client's sole remedy and the Service Provider's entire liability to the Client shall be limited to a refund of the amounts paid or relevant portion thereof.

- 9.4. The service provider will indemnify the Client against claims and loss up to a limit of two times the annual value of the contract in the event of such loss arising directly because of incorrect advice given to the client by the service provider, or his employees in the course of delivery of the service
- 9.5. The Client acknowledges that the information displayed on the Website is done so on an “as is” and “as available” basis without any representation or endorsement. The Service Provider makes no warranties of any kind, whether express or implied, in relation to such website, including but not limited to, implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security, accuracy, condition or completeness, or any implied warranty arising from course of dealing or usage or trade or that the website will meet any requirements or will be uninterrupted, timely, secure or error-free, that defects will be corrected, or that the website or the server that makes it available are free of viruses or bugs or are fully functional, accurate, or reliable.

10. MISCELLANEOUS

- 10.1. These terms and conditions (as amended from time to time) together with any document expressly referred to in any of the terms, contains the entire agreement between the parties relating to the subject matter covered and supersede any previous agreements, arrangements, undertakings or proposals, written or verbal, between the parties in relation to such matters. No verbal explanation or verbal information given by any party shall alter the interpretation of these terms and conditions. Each party confirms that, in agreeing to these terms and conditions, it has not relied on any representation save insofar as the same has expressly been made a representation in these terms and conditions and agrees that it shall have no remedy in respect of any misrepresentation which has not become a term of these terms and conditions save that the agreement of each party contained in this.
- 10.2. The invalidity, illegality or unenforceability of any provision of these terms and conditions shall not affect or impact the continuation in force of the remainder of these terms and conditions.
- 10.3. Nothing in these terms and conditions shall be construed as creating a partnership or joint venture of any kind between the parties or as constituting either party as the agent of the other party for any purpose whatsoever and neither party shall have the authority or power to bind the other party or to contract in the name of or create a liability against the other party in any way or for any purpose.
- 10.4. These terms and conditions shall be governed by and construed in accordance with English law.

- 10.5. If any dispute arises in connection with this agreement, a senior representative of the parties with authority to settle the dispute will, within 14 days of a written request from one party to the other, meet in a good faith effort to resolve the dispute. If the dispute is not wholly resolved at that meeting, the parties agree to enter into mediation in good faith to settle such a dispute and will do so in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties within 14 days of notice of the dispute, the mediator will be nominated by CEDR. To initiate the mediation a party must give notice in writing ('ADR notice') to the other party to the dispute, referring the dispute to mediation. A copy of the request should be sent to CEDR. Unless otherwise agreed, the mediation will start not later than 28 days after the date of the ADR notice. No party may commence any court proceedings in relation to any dispute arising out of this agreement until it has attempted to settle the dispute by mediation and either the mediation has terminated or the other party has failed to participate in the mediation, provided that the right to issue proceedings is not prejudiced by a delay.