

Loyaltystop Membership Scheme Terms and Conditions

The Loyaltystop program (**Program**) and its benefits are offered at the sole discretion of Hospitality Guaranteed Limited (**HGL**). HGL operates a specialised website (www.conferencetop.co.uk) offering conference facility sourcing services with hotel owner/operators registered in HGL's national database. As part of its additional services HGL offers the Program to approved members allowing them to collect and spend points. This page sets out the terms of membership of the Program.

These terms and conditions (including HGL's Privacy Policy) (**Conditions**) govern the collection and use of points by Members and govern the contract between Members and HGL as further detailed in these Conditions.

INTERPRETATION

- (a) The following definitions and rules of interpretation apply in these Conditions which include the introductory paragraphs.

Account means the Member's personal account with the Program where details of his Points and Rewards are maintained.

Active Members means any Member having collected or redeemed Points within the previous 12 calendar months.

Applicant means an employee of an HGL (which for the avoidance of doubt shall include Conferencetop) client who is an eligible for membership of the Program.

Application Form means the on-line application form completed by the Applicant applying to become a Member.

Authorised Employer means a hotel owner or operator registered with HGL.

Claim means a Member's claim for Points to be awarded to his Account in accordance with these Conditions.

Commencement Date means the date this Contract commences as defined in condition (n).

Conferencetop means the services offered by HGL to Authorised Employers to allow them to make use of www.conferencetop.co.uk.

Contract means the Application Form and these Conditions.

Loyaltystop website means www.conferencetop.co.uk/loyalty.

Loyaltystop Rewards Claim Form means the online claim form used by Members to submit Reward claims.

Member means an Applicant who has had their Application Form accepted by HGL.

Points means the Loyaltystop points awarded to a Member's Account in respect of a Qualifying Spend.

Qualifying Bookings means all confirmed corporate bookings made via the HGL website by the Member on behalf of an Authorised Employer for meeting and conference rooms which are paid for in full and are not cancelled and which are greater in value than the minimum spend levels set from time to time by HGL. The value of the Qualifying Booking does not include taxes, food and beverage costs or other associated bookings or orders. The minimum spend levels are available on the Loyaltystop website.

Redemption Partners means the various companies and businesses who from time to time offer Rewards as part of the Program.

Rewards means the various products and services and other offers made available from time to time by Redemption Partners to Members in consideration of the redemption of Points.

- (b) Headings in these Conditions shall not affect interpretation of them.
- (c) A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) unless the context otherwise requires.
- (d) A reference to **writing** or **written** includes faxes and e-mail.
- (e) Any obligation in the Conditions on a person not to do something includes, without limitation, an obligation not to agree, allow, permit or acquiesce in that thing being done.
- (f) References to Conditions are to these Conditions.

CONDITIONS OF MEMBERSHIP

- (g) To be eligible for membership under the Program, the Applicant must:
 - (i) be a natural person (and for the purposes of this Condition (g), Condition (c) shall not apply)
 - (ii) be at least 18 years of age;
 - (iii) be employed by an Authorised Employer (and must continue to be employed by an Authorised Employer during their membership);
 - (iv) be responsible for using the Conferencestop Website on behalf of the Authorised Employer; and
 - (v) have a resident UK address.
- (h) A Member may only hold one Program account at a time.
- (i) Employees of HGL are not permitted to become Members.

- (j) Some Authorised Employers may have policies which prohibit or restrict employee participation in the Program. HGL assumes no responsibility or liability for compliance with these policies. Applicants are informed that participation in the Program may require prior approval of their Authorised Employer. It is the Applicant's responsibility to obtain such prior approval. Applicants will be asked to confirm prior approval before acceptance of their application.
- (k) HGL reserves the right to reject an Application Form if:
 - (i) the conditions set out in Condition (g) are not satisfied, or it has reasonable grounds to believe that to be the case; or
 - (ii) the Applicant is an employee of HGL; or
 - (iii) the Applicant is already a Member; or
 - (iv) HGL has any other good reason which shall be determined in its sole discretion.

APPLICATION OF CONDITIONS

- (l) Applicants must complete the Application Form. The Application Form constitutes an offer by the Applicant to become a member of the Program in accordance with these Conditions.
- (m) The Applicant must confirm permission of his employer to enrol into and benefit from the Program.
- (n) The Application Form shall only be deemed to be accepted when HGL issues written acceptance of the Application Form at which point the Contract shall come into existence (**Commencement Date**).
- (o) HGL reserves the right to amend the Conditions from time to time and shall notify Members of any changes by posting them on the Website.
- (p) HGL will also attempt to notify Active Members of Program changes by email, but will not be liable for failure to do so, and the collection of or redemption of Points shall be considered acceptance of the new Conditions.
- (q) Within 30 days of the change Members who change employers must update their contact details online on the Loyaltystop website and confirm permission of their new employer to continue participation in and benefit from the Program. All Points accrued at the date of change will be retained by the Member. Members shall only be permitted to continue their membership if their new employer is also an Authorised Employer.

CANCELLATION OF MEMBERSHIP BY HGL.

HGL may by written notice cancel any Member's membership of the Program and revoke any and all unredeemed Points if the Member:

- (i) breaches the Contract;
- (ii) supplies false or misleading information to HGL;
- (iii) misuses the Program (such misuse to be determined by HGL at its sole discretion);
- (iv) is guilty of any violation of any law or regulation in connection with the use of membership benefits;
- (v) fails to pay for hotel charges;
- (vi) commits a fraud involving any portion of this Program;
- (vii) has more than one active account;
- (viii) otherwise ceases to be "eligible" as determined under Condition (g); or
- (ix) acts, in any other way, to the detriment of the Program, as may be determined by HGL at its sole discretion.

TERMINATION OF MEMBERSHIP BY MEMBER.

Members may cancel their membership by written notice to HGL. Members will have 30 days from the receipt of notice of termination to redeem their Points. All unredeemed Points will be forfeited after this date.

PROGRAM AVAILABILITY AND TERMINATION.

HGL reserves the right to restrict, suspend, discontinue or cancel part or the whole of this Program upon 30 days written notice posted on the Loyaltystop Website and sent to the email address of all Members (the **Termination Notice**). No further claims for Points will be accepted after the date of the Termination Notice and any claims made but not approved by that date will be deemed invalid and declined. Members may redeem earned Points for rewards up to 30 days after the date of the Termination Notice. Points not redeemed thereafter will be forfeited.

LAPSED ACCOUNTS.

Any Account which remains inactive for 12 consecutive months will be deemed to have expired and any unredeemed or unclaimed Points will be void. Members may re-activate their lapsed Account, but the previous Points balance will not be re-instated.

OUR LIABILITY TO YOU

- (r) If HGL fail to comply with these Conditions, HGL shall be responsible for loss or damage the Member suffers that is a foreseeable result of HGL's breach of the Conditions or its negligence, but HGL is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they are an obvious consequence of the breach or if they are contemplated by the parties at the Commencement Date.
- (s) HGL does not exclude or limit in any way liability for:
 - (i) death or personal injury caused by its negligence or the negligence of its employees, agents or subcontractors;
 - (ii) fraud or fraudulent misrepresentation; or
 - (iii) breach of the terms implied by section 12 of the Sale of Goods Act 1979 and by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
- (t) Transactions on which Points are earned or redeemed are made directly with the goods or services provider (**Transactions**) and HGL has no responsibility for the delivery, standard, quality or otherwise of any goods or services received or supplied on the redemption of Points.
- (u) Transactions are subject to all applicable legal rules and regulations and the terms and conditions (including booking requirements, cancellation restrictions, warranties and limitations of liability) of the hotel or conference facility.
- (v) Points or rewards received through the Program may be subject to tax liability. All tax liability, including and without limitation disclosure connected with the receipt and/or use of Points or rewards, is the responsibility of the Member.

DATA PROTECTION AND PRIVACY POLICY

All information collected by HGL from Members shall be processed and stored in accordance with HGL's Privacy Policy (which forms part of these Conditions).

OTHER MATTERS

- (w) Points collected and membership of the Program is personal to the Member and cannot be transferred without the written consent of HGL.
- (x) HGL may transfer its rights and obligations under these Conditions to another organisation, and will notify Members in writing if this happens.

- (y) Each of the paragraphs of these Conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- (z) These Terms are governed by English law. The parties agree to submit to the non-exclusive jurisdiction of the English courts.

POINTS

A. AWARD OF POINTS.

- (i) Points are awarded by HGL to Members for each Qualifying Booking.
- (ii) Points are calculated in accordance with the Points Table available on the Loyaltystop website from time to time. The value of Points shall be determined at the time the Points are allocated to the Account.
- (iii) Points are awarded on full pound sterling expenditure and are not awarded on fractions of pounds sterling spent.

B. POINTS HAVE NO VALUE.

- (i) Points are not redeemable for cash or any other form of credit and have no cash value until presented for redemption in accordance with the Program.
- (ii) Members have no ownership interest in accrued Points and accrued Points are not the property of the members. Use of the word "earn" in the Conditions and other documents and materials in relation to Points shall mean "collect" and shall not infer that the Points have any value until they are presented for redemption. Points may not be purchased or sold and are not transferable other than in accordance with the Conditions.

C. VALIDITY OF POINTS.

Points never expire, unless the Member's Account lapses in accordance with Condition above, is cancelled, or that the Program is terminated in accordance with the Conditions.

D. CLAIM OF POINTS.

- (i) Points can only be claimed once in respect of a Qualifying Booking. Any subsequent claim of Points for the same Qualifying Booking will be rejected.

- (ii) In the event of a dispute between Members who attempt to claim Points for the same Qualifying Booking, HGL will decide in its sole discretion to which Member the Points are allocated and in which proportion. This decision will be final and binding on the Members concerned.

E. ALLOCATION OF POINTS.

- (i) Points are awarded automatically by HGL once the commission due to HGL associated with the Qualifying Booking has been paid to them by the hotel or venue.
- (ii) Where Points have not been awarded to an Account the Member must make a claim within 90 days of the last day of the event to which the Points relate (**the Period of Claim**). HGL will investigate the claim for Points and will allocate them to the Account if deemed appropriate. Points will not be awarded for claims made after the Period of Claim has expired.

F. RETROSPECTIVE CLAIMS ON JOINING.

Upon enrolment, Members may not claim Points for events previously placed via HGL.

G. REDEEMED POINTS.

Points listed as “redeemed” are deducted from a Member’s Account and can no longer be redeemed.

REWARDS

A. REDEEMING POINTS FOR REWARDS.

- (i) Members may redeem their Points using Loyaltystop Rewards Claim Form.
- (ii) The available Redemption Partners and the Points required for the Rewards will be detailed on the Loyaltystop Website.
- (iii) Rewards offered in the form of vouchers will only be available in GBP.
- (iv) Members must have the required number of Points for the Reward in their account prior to submitting the Loyaltystop Rewards Claim Form.
- (v) For the avoidance of doubt HGL reserves the right to delete, add, modify or substitute Rewards or Redemption Partners in this Program at any time.

LOYALTYSTOP MEMBER SERVICES

Email: info@conferencestop.co.uk