

## Site and Concierge Services Terms of Use

### By using our Site or Concierge Services you accept these Terms

#### 1 About our Terms

- 1.1 These terms and conditions of use (**Terms**) explain how you may use our website <https://www.nubreedhotels.com/> and **Platform**, being eventbeds™, including any of its content, (collectively the **Site**), and the **Concierge Services**. These Terms apply between NuBreed Hotels Limited (**we, us or our**) and you, the person accessing or using the Site or the Concierge Services (**you or your**).
- 1.2 The Platform is a software application which allows a customer to make a booking with a third party hotel provider and allows event organisers to upload events.
- 1.3 The Concierge Services is a service to assist you to view and book accommodation or other services made available to you by us.
- 1.4 You should read these Terms carefully before using the Site and/or Concierge Services. By using the Site and/or Concierge Services, or otherwise indicating your consent, you agree to be bound by these Terms. If you do not agree with any of these Terms, you should stop using the Site or the Concierge Services immediately.
- 1.5 These Terms apply to any parts of the Site or the Concierge Services, its functionality and content provided to you free of charge for information purposes only.
- 1.6 If you make a booking from the Site or through the Concierge Services separate terms and conditions in relation to the accommodation will apply as provided at the time of making a booking.

#### 2 About us

- 2.1 We are NuBreed Hotels Limited, a company registered in England and Wales under company registration number 11867520 and have our registered office at Belgravia House, 115 Rockingham Street, Sheffield, S1 4EB. Our VAT registration number is 32186798.
- 2.2 If you have any questions about the Terms, please contact us by sending an email to [legal@nubreedhotels.com](mailto:legal@nubreedhotels.com).

#### 3 Using the Site

- 3.1 The Site is for your personal use only.
- 3.2 By using the Site, you are confirming that you are at least 18 years of age.
- 3.3 You agree that you are solely responsible for all costs and expenses you may incur in relation to your use of the Site.
- 3.4 As a condition of your use of the Site, you agree not to:
  - 3.4.1 misuse or attack our Site by knowingly introducing or transmitting any data, or sending or uploading any material, which contains viruses, malware, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code

designed to adversely affect the operation of any computer software or hardware (such as by way of a denial-of-service attack);

- 3.4.2 use the Site for any purpose that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect, under any applicable local, national, or international, law or regulation;
  - 3.4.3 promote, transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam);
  - 3.4.4 simulate communications from us or another service or entity in order to collect identity information, authentication credentials, or other information ('phishing');
  - 3.4.5 use the Site in any manner that disrupts the operation of our Site or business or the website or business of any other entity;
  - 3.4.6 use the Site in any manner that harms or attempts to harm minors in any way, including acts involving child sexual exploitation or abuse;
  - 3.4.7 represent or suggest that we endorse any other business, product or service unless we have separately agreed to do so in writing;
  - 3.4.8 attempt to circumvent password or user authentication methods;
  - 3.4.9 use the Site to bully, insult, intimidate or humiliate any person;
  - 3.4.10 use the Site to send, knowingly receive, upload, download, use or re-use any material which does not comply with our Content Standards; or
  - 3.4.11 use the Site to upload terrorist content.
- 3.5 You also agree:
- 3.5.1 Not to reproduce, duplicate, copy or re-sell any part of our Site in contravention of the provisions of these Terms
  - 3.5.2 Not to access without authority, interfere with, damage or disrupt:
    - (a) any part of our Site;
    - (b) any equipment, server, or network on which our Site is stored;
    - (c) any software or database used in the provision of our Site; or
    - (d) any equipment, network, or software owned or used by any third party.

**("Prohibited Uses")**

- 3.6 We may prevent or suspend your access to the Site if you do not comply with these Terms or any applicable law.
- 3.7 We make no promise that the Site is appropriate or available for use in locations outside of the UK. If you choose to access the Site from locations outside the UK, you acknowledge you do so at your own initiative and are responsible for compliance with local laws where they apply.
- 3.8 We try to make sure that the Site is accurate, up-to-date, and free from bugs, but we cannot promise that it will be. Furthermore, we cannot promise that the Site will be fit or suitable for any purpose. Any reliance that you may place on the information on the Site is at your own risk.

- 3.9 We may suspend or terminate access or operation of the Site at any time as we see fit.
- 3.10 Any Content is provided for your general information purposes only and to inform you about us and our products and news, features, services, and other websites that may be of interest, but has not been tailored to your specific requirements or circumstances. It does not constitute technical, financial, or legal or any other type of advice and should not be relied on for any purposes. You should always use your own independent judgment when using our Site and its content.
- 3.11 While we try to make sure that the Site is available for your use, we do not promise that the Site will be available at all times or that your use of the Site will be uninterrupted.

#### **4 Registration and password security**

- 4.1 Use of the Site may require registration, particularly in order to access restricted areas of the Site, for example, when you book accommodation via the Platform.
- 4.2 We are not obliged to permit anyone to register with the Site and we may refuse, terminate or suspend registration to anyone at any time.
- 4.3 You are responsible for making sure that your password and any other account details are kept secure and confidential.
- 4.4 If we have reason to believe there is likely to be a breach of security or misuse of the Site through your account or the use of your password, we may notify you and require you to change your password, or we may suspend or terminate your account.

#### **5 Accessing the Concierge Services**

- 5.1 The Concierge Services are intended for your personal use only, unless otherwise agreed with us.
- 5.2 By accessing the Concierge Services, you are confirming that you are at least 18 years of age.
- 5.3 The Concierge Services are not a recommendation or endorsement of any third party's products or services and any bookings you make via the Concierge Services shall be at your sole discretion.
- 5.4 The performance of the accommodation or other services purchased via the Concierge Services is the sole responsibility of the relevant **Third Party Service Provider**. In our role as an intermediary, we do not accept any responsibility for the services provided by the Third Party Service Provider and we make no representations or warranties (neither expressed nor implied) regarding the suitability or quality of the services offered by our Concierge Services.

#### **6 Bookings**

- 6.1 Bookings can be made through the Site or through the Concierge Services. All bookings will be reliant on the information provided by you through the Site or Concierge Services. You thereby agree to provide correct and relevant information required for any booking as requested.
- 6.2 By confirming a booking through the Site or with our Concierge Services, you agree to be bound by the terms of that booking, including any relevant Third Party Service Provider terms.
- 6.3 Relevant Third Party Service Provider terms shall be provided to you at the time of making your booking. Please ensure you read these terms carefully as they will contain important information about the relationship between you and the Third Party Service Provider.

- 6.4 We do not take any responsibility or liability in relation to your agreement to be bound by the Third Party Service Provider terms.
- 6.5 Where you have made a booking using the Site or Concierge Services, we will confirm your booking by sending you a **Booking Confirmation** via email.
- 6.6 If you have not received your Booking Confirmation within 24 hours of making your booking, please see our customer service helpdesk.
- 6.7 Subject to clause 6.8 below, any amendments requested in relation to your booking shall be passed by us to the relevant Third Party Service Provider, but cannot be guaranteed to be fulfilled by the Third Party Service Provider.
- 6.8 Any amendments requested within 48 hours of check-in cannot be guaranteed to be passed by us to the Third Party Service Provider.
- 6.9 There may be instances where we are unable to accept a booking, for example, where the services are no longer available. Where this happens, we will have no obligation to make the services available to you, and we will notify you of this via email.

## 7 Price and Payment

- 7.1 You agree that when making a booking you will pay the price for that booking, including all taxes that may apply. **Please note** that additional local taxes (for example, City Taxes) may be required upon arrival at your accommodation, which you agree to pay as required. These additional local taxes are not included in the price of your booking.
- 7.2 Payment will be in accordance with the payment terms frequency detailed at the time of booking. Where payment or any part payment is required to be made in advance, such payment will be taken at the time of the booking.
- 7.3 Refunds of any payment made by you in relation to the booking will be determined by the Third Party Service Provider's terms.
- 7.4 All refunds will be refunded to the original payment method used for the booking, unless an alternative is otherwise requested by you in writing.
- 7.5 Any refund may be subject to a payment processing fee ("**Payment Processing Fee**"), which is a fee paid to a third party payment processor (such as Stripe). This will be notified to you upon any request of any refund. The Payment Processing Fee varies in relation to what payment method is used and what currency is used for the booking. Payments made in £GBP and from payment methods registered in the UK, may incur fees of up to 3.5% of the full booking amount as a Payment Processing Fee. Payments made in other currencies or using cards registered in other territories may incur higher Payment Processing Fees. If you would like to know the amount of your Payment Processing Fee, please contact our customer service helpdesk.
- 7.6 We try our best to ensure that the price quoted to you is accurate, however there may be times where there has been a technical error. In such cases, we will have no obligation to make the services available to you at an incorrect price. Where this happens, we may be able to offer you the choice to

keep your booking and pay the correct price or cancel the booking. However, this may be dependent upon the terms of the Third Party Service Provider.

- 7.7 The price quoted to you may change at any time, but any changes will not affect bookings already accepted, except in cases of technical error as mentioned above.
- 7.8 If the price shown at the time of the booking is in a different currency, we will provide you with an option to pay in your own currency. Where you choose to pay in a currency other than the one in which the card is issued your card provider may charge you a foreign transaction fee which you will be responsible for paying.
- 7.9 We accept the following credit cards and debit cards: Mastercard, American Express, and Visa. We do not accept cash or cheques.
- 7.10 As an intermediary service provider, we may retain a service fee, commission payment, or mark-up amount ("Fee") for the services provided to you and this Fee will vary based on the booking. This Fee will not impact or affect the price which you will pay for the booking.
- 7.11 As we act as an intermediary service provider and agent to our clients, we are unable to provide VAT invoices for any bookings made through the Site or the Concierge Services.

## **8 Cancellation**

- 8.1 You can notify us that you wish to cancel or amend your booking by contacting our customer service helpdesk.
- 8.2 We will not charge you any fee, other than any Payment Processing Fee, for making an amendment to your booking, however the relevant Third Party Service Provider may impose a fee for making an amendment to your booking as detailed in the Third Party Service Provider terms or as provided to you in your Booking Confirmation.
- 8.3 Any right to cancel your booking and any refund payable to you will be in accordance with the Third Party Service Provider's cancellation policy as set out in the Third Party Service Provider terms or as provided to you in your Booking Confirmation. Where the Third Party Service Provider terms or the Booking Confirmation allows for your booking to be fully or partially refunded upon cancellation by you, we will refund to you (on behalf of the Third Party Service Provider) any monies which you have already paid in relation to the cancelled booking, less any Payment Processing Fees.
- 8.4 We (acting on behalf of the Third Party Service Provider) and/or the relevant Third Party Service Provider may cancel your booking where:
  - 8.4.1 any payment has not been received when due; or
  - 8.4.2 due to events which are outside the relevant Third Party Service Provider's control, including, natural disasters, a government's actions, war or national emergency, acts of terrorism, protests, riot, fire, explosion, flood, an epidemic, lock-outs, strikes or other labour disputes (whether or not they relate to our workforce), restraints or delays affecting carriers or not being able to get supplies of suitable materials on time or at all or a pandemic,

and in both cases, we will notify you (on behalf of the Third Party Service Provider) of such cancellation.

- 8.5 Where we (acting on behalf of the Third Party Service Provider) and/or the relevant Third Party Service Provider cancel your booking due to events which are outside of its control we (acting on behalf of the Third Party Service Provider) will refund to you any monies which you have already paid in relation to the cancelled booking, less any Payment Processing Fees. Prior to refunding you, we may, in our sole discretion, offer to assist you in sourcing alternative services.

## **9 Your privacy and personal information**

- 9.1 Your privacy and personal information are important to us. Any personal information that you provide to us in your use of the Site, including as part of any registration process, will be dealt with in line with our Privacy Policy available at <https://www.nubreedhotels.com/privacy-policy> which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities in the event you have a query or complaint about the use of your personal information.

## **10 Ownership, use and intellectual property rights**

- 10.1 The intellectual property rights in the Site and in any text, images, video, audio or other multimedia content, software or other information or material submitted to or accessible from the Site, being its content, are owned by us and/or our licensors.
- 10.2 We and our licensors reserve all our intellectual property rights (including, but not limited to, all copyright, trade marks, domain names, design rights, database rights, patents and all other intellectual property rights of any kind) whether registered or unregistered anywhere in the world. This means, for example, that we remain owners of them and are free to use them as we see fit.
- 10.3 Nothing in these Terms grants you any legal rights in the Site or its content other than as necessary for you to access it. You agree not to adjust, try to circumvent, or delete any notices contained on the Site or its content (including any intellectual property notices) and, in particular in any digital rights or other security technology embedded or contained within the Site or its content.

## **11 Submitting information to the Site**

- 11.1 While we try to make sure that the Site is secure, we do not actively monitor or check whether information supplied to us through the Site is confidential, commercially sensitive, or valuable.
- 11.2 Other than any personal information which will be dealt with in accordance with our Privacy Policy, we do not guarantee that information supplied to us through the Site will be kept confidential and we may use it on an unrestricted and free-of-charge basis as we reasonably see fit.

## **12 Uploading content to our Site**

- 12.1 Whenever you make use of a feature that allows you to upload content to our Site, or to make contact with other users of our Site, (“**Contribution**”) you must comply with the Content Standards set out in these Terms.
- 12.2 You warrant that any such Contribution complies with the Content Standards, and you will be liable to us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

- 12.3 Any Contribution you upload to our Site will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your Contribution, but you are required to grant us a limited licence to use, store and copy that Contribution and to distribute and make it available to third parties.
- 12.4 We also have the right to disclose your identity to any third party who is claiming that any Contribution posted or uploaded by you to our site constitutes a violation of their intellectual property rights or of their right to privacy.
- 12.5 We have the right to remove any posting you make on our site if, in our opinion, your post does not comply with the Content Standards set out in these Terms.
- 12.6 You must not upload any material that advocates, promotes, or incites any party to commit, or assist any unlawful or criminal act such as (by way of example only) copyright infringement or computer misuse.

### **13 Content Standards**

- 13.1 These Content Standards apply to any and all Contributions, including any interactive services associated with it.
- 13.2 The Content Standards apply to each part of any Contribution as well as to its whole.
- 13.3 NuBreed Hotels Ltd will determine, in its discretion, whether a Contribution breaches the Content Standards.
- 13.4 A Contribution must:
- 13.4.1 Be accurate (where it states facts).
  - 13.4.2 Be genuinely held (where it states opinions).
  - 13.4.3 Comply with the law applicable in England and Wales and in any country from which it is posted.
- 13.5 A Contribution must not:
- 13.5.1 Be defamatory of any person.
  - 13.5.2 Be obscene, offensive, hateful or inflammatory.
  - 13.5.3 Bully, insult, intimidate or humiliate.
  - 13.5.4 Promote sexually explicit material.
  - 13.5.5 Include child sexual abuse material.
  - 13.5.6 Promote violence.
  - 13.5.7 Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.

- 13.5.8 Infringe any copyright, database right or trade mark of any other person.
- 13.5.9 Be likely to deceive any person.
- 13.5.10 Breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- 13.5.11 Promote any illegal content or activity.
- 13.5.12 Be in contempt of court.
- 13.5.13 Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- 13.5.14 Be likely to harass, upset, embarrass, alarm or annoy any other person.
- 13.5.15 Impersonate any person or misrepresent your identity or affiliation with any person.
- 13.5.16 Advocate, promote, incite any party to commit, or assist any unlawful or criminal act such as (by way of example only) copyright infringement or computer misuse.
- 13.5.17 Contain a statement which you know or believe, or have reasonable grounds for believing, that members of the public to whom the statement is, or is to be, published are likely to understand as a direct or indirect encouragement or other inducement to the commission, preparation or instigation of acts of terrorism.
- 13.6 For the avoidance of doubt, for any Contribution in the form of video content:
  - 13.6.1 You must tell us immediately, if you upload a video containing any of the following: criminal material (relating to terrorism, sexual exploitation of children, child pornography, racism and xenophobia), unclassified or unclassifiable videos, videos rated R18 or suitable for R18 rating and other material that might impair the physical, mental or moral development of persons under the age of 18 (restricted material).
  - 13.6.2 You must not upload a video containing harmful material.
- 13.7 Any advertising included in a video you upload must not:
  - 13.7.1 prejudice respect for human dignity;
  - 13.7.2 include or promote discrimination based on sex, racial or ethnic origin, nationality, religion or belief, disability, age or sexual orientation;
  - 13.7.3 encourage behaviour prejudicial to health or safety;
  - 13.7.4 encourage behaviour grossly prejudicial to the protection of the environment;
  - 13.7.5 cause physical, mental or moral detriment to persons under the age of 18;
  - 13.7.6 directly exhort such persons to purchase or rent goods or services in a manner which exploits their inexperience or credulity;



- 13.7.7 directly encourage such persons to persuade their parents or others to purchase or rent goods or services;
  - 13.7.8 exploit the trust of such persons in parents, teachers or others; or
  - 13.7.9 unreasonably show such persons in dangerous situations.
- 13.8 You must use the functionality provided on our site to declare whether, as far as you know or can reasonably be expected to know, any video contains advertising.

#### **14 Infringing Contributions**

14.1 We will use reasonable efforts to:

- 14.1.1 delete accounts which are being used in an inappropriate manner or in breach of these Terms; and
- 14.1.2 identify and remove any Contribution that is inappropriate, defamatory, infringes intellectual property rights or is otherwise in breach of these Terms,

when we are notified, but we cannot be responsible if you have failed to provide us with the relevant information.

14.2 If you believe that any Contribution which is distributed or published by the Site is inappropriate, defamatory or infringing on intellectual property rights, you should contact us immediately using the contact details in these Terms.

#### **15 Rights you are giving us to use your Contribution**

15.1 When you upload or post any Contribution to our Site, you grant us a worldwide, non-exclusive, royalty-free, transferable licence for other users, partners, or advertisers to use the Contribution forever.

#### **16 Linking and framing**

16.1 You may create a link to our Site from another website without our prior written consent provided no such link:

- 16.1.1 creates a frame or any other browser or border environment around the content of our Site;
- 16.1.2 implies that we endorse your products or services or any of the products or services of, or available through, the website on which you place a link to our Site;
- 16.1.3 displays any of the trade marks or logos used on our Site without our permission or that of the owner of such trade marks or logos; or
- 16.1.4 is placed on a website that itself breaches these Terms.

16.2 We reserve the right to require you to immediately remove any link to the Site at any time, and you shall immediately comply with any request by us to remove any such link.

#### **17 Using our name and logo**

You may not use our trade marks, logos or trade names except in accordance with these Terms. Where we give permission to use our trade marks, logos or trade names, you shall do so only in accordance with our brand guidelines as provided to you by us.

## 18 **Hyperlinks and third party sites**

The Site may contain hyperlinks or references to third party advertising and websites other than the Site. Any such hyperlinks or references are provided for your convenience only. We have no control over third party advertising or websites and accept no legal responsibility for any content, material or information contained in them. The display of any hyperlink and reference to any third party advertising or website does not mean that we endorse that third party's website, products, or services. Your use of a third party site may be governed by the terms and conditions of that third-party site and is at your own risk.

## 19 **Interactive Services**

We may from time to time provide interactive services on our site, including, without limitation:

- Concierge services
- Live chat support
- Comments sections
- Interactive maps
- Calculators
- Payment solutions
- Video-sharing facilities
- Chat rooms

(each an "**Interactive Service**")

Where we do provide any Interactive Service, we will provide clear information to you about the kind of service offered, if it is moderated and what form of moderation is used (including whether it is human or technical).

We will do our best to assess any possible risks for users (and in particular, for children) from third parties when they use any Interactive Service provided on our site, and we will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, we are under no obligation to oversee, monitor or moderate any Interactive Service we provide on our site, and we expressly exclude our liability for any loss or damage arising from the use of any Interactive Service by a user in contravention of our content standards, whether the service is moderated or not.

The use of any of our Interactive Services by a minor is subject to the consent of their parent or guardian. We advise parents who permit their children to use an Interactive Service that it is important that they communicate with their children about their safety online, as moderation is not fool proof. Minors who are using any Interactive Service should be made aware of the potential risks to them.

Where we do moderate an Interactive Service, we will normally provide you with a means of contacting the moderator, should a concern or difficulty arise.

## 20 **Breach**

We shall apply these Terms in our absolute discretion.

Failure to comply with these Terms constitutes a material breach and may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use the Site, Concierge Services, or the services supplied by the booking.

- Immediate, temporary or permanent removal of any Contribution uploaded by you to our Site.
- Issue of a warning to you.
- Legal proceedings against you for reimbursement of all costs (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- Further legal action against you.
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law, including any Contributions.

We exclude our liability for all action we may take in response to breaches of these Terms. The actions we may take are not limited to those described above, and we may take any other action we reasonably deem appropriate.

## **21 Limitation on our liability**

21.1 Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury) we are not legally responsible for any:

21.1.1 losses that were not foreseeable to you and us when these Terms were formed;

21.1.2 losses that were not caused by any breach on our part;

21.1.3 business losses; and

21.1.4 losses to non-consumers.

## **22 Events beyond our control**

We are not liable to you if we fail to comply with these Terms because of circumstances beyond our reasonable control, including, but not limited to, strikes, lockouts, or other industrial disputes, breakdown of systems or network access, flood, fire, explosion or accident, or epidemics or pandemics.

## **23 Your legal rights**

23.1 As a consumer, you may have legal rights in relation to the booking which is not affected by these Terms. Advice is available on your rights from your local Citizen's Advice Bureau.

23.2 The Consumer Contract (Cancellation, Information and Additional Payments) Regulations 2013 applies to the purchase of goods and services online, however because of the nature of the booking and the effect of Regulation 28, the right to cancel the booking under those Regulations will not apply.

## **24 Rights of third parties**

No one other than a party to these Terms has any right to enforce any of these Terms.

## **25 Transfer**

We can transfer our rights and obligations under these Terms to any third party, provided this does not adversely affect your rights under these Terms.

## **26 Variation**

26.1 No changes to these Terms are valid or have any effect unless agreed by us in writing or made in accordance with this clause 26.

26.2 We reserve the right to vary these Terms from time to time. Our updated Terms will be displayed on the Site or provided for via the Concierge Services, and by continuing to use and access the Site or Concierge Services following such changes, you agree to be bound by any variation made by us. It is your responsibility to check these Terms from time to time to verify such variations.

## 27 Disputes

27.1 We will try to resolve any disputes with you quickly and efficiently. If you are unhappy with us, please contact us as soon as possible using the contact details set out in these Terms.

## 28 Governing Law and Jurisdiction

28.1 These Terms shall be governed by the laws of England, and the courts of England and Wales shall have exclusive jurisdiction.

### How to contact us

[www.nubreedhotels.com](http://www.nubreedhotels.com) and [www.eventbeds.io](http://www.eventbeds.io) are sites operated by NuBreed Hotels Ltd ("We"). We are registered in England and Wales under company number 11867520 and have our registered office at Belgravia House, 115 Rockingham Street, Sheffield, S1 4EB. Our VAT number is 321867989. We are a limited company.

To contact us, please email [legal@nubreedhotels.com](mailto:legal@nubreedhotels.com) or [customerservice@nubreedhotels.com](mailto:customerservice@nubreedhotels.com), or telephone our customer service line on +44 114 299 3444.