



# Journey Services Terms and Conditions

These terms must be read in conjunction with our Master Terms and Conditions (the “MSA”) and in conjunction with the other documents, and the order of priority, set out in clause 27 (Priority) of the MSA which can be found at <http://terms.journey.travel/MasterServicesAgreement.pdf>.

## 1. CLIENT ACKNOWLEDGEMENTS

- a. Client will provide the Journey with all available hi-res photography, logos, content and access passwords upon request.
- b. Client will respond to material requests or requests for approvals within 3 Business days. These requests are necessary to allow for the performance of the DMS. Failure to respond to the Journey's requests within 3 business days shall be deemed an implied approval by Client. Journey.
- c. Client will redirect [DNS] to the Journey's server for the duration of Agreement. Failure to redirect [DNS] will delay launch of Services.
- d. Client will provide the Journey with a support contact at their booking engine provider and specific booking engine links at least 48 hours before any live booking actions are required.
- e. Client will provide access to past guest data base in a timely manner to enable email promotions to past guests. Any provided data must comply with all data protection laws.
- f. Client acknowledges that the Journey neither owns nor governs the actions of search engines with respect to search rankings, that internet traffic flows change, and that the Journey does not control unexpected changes in audience behaviour.
- g. The programme is based on the Journey's experiences and testing for hundreds of hotels. The Journey will do its best to accommodate significant deviations from our proven, best practises however, Client understands that the Journey cannot be held responsible if major custom changes cause delivery delays.
- h. Websites produced as part of the programme remain under the ownership of the Journey.
- i. Results of the programme are heavily influenced by third-party systems that the client may use, such as booking engines, channel managers etc. Any changes to set up, status or provider during the course of the programme must be discussed with the Journey in advance of any changes. The Client understands that the Journey cannot be held responsible for any drop in results or loss of earnings due to the Clients' actions.
- j. Any and all data or information provided to the Journey from the client must be 100% true and accurate at the time of submission. The Client understands that the Journey cannot be held responsible for any drop in results or loss of earnings due to false or inaccurate data or information.
- k. Journey reserves the right to use any success metrics and testimonials to support the promotion of new business. Any results gained and feedback submitted can be used in marketing material and collateral. The programme is designed to increase traffic to the Client's website to increase direct bookings. The level of activity needed, by the Journey, to achieve this is defined and actioned by Journey alone.
- l. The level of activity will vary month on month and Journey will not be required to provide a minimum or maximum level of activity for the Client on a monthly basis.
- m. If this agreement is terminated, Journey retains ownership of any IP within client ad accounts that were either created or managed by Journey.
- n. Social media management is not part of the programme.
- o. A Management Fee of up to 20% may be applied to any pre-paid advertising spend by Journey.

## 2. ACTIVITY

- a. The programme is designed to increase traffic to the Client's website to increase direct bookings.
- b. The level of activity will vary month on month and the Journey will not be required to provide a minimum or maximum level of activity for the Client on a monthly basis.



### 3. EMAIL PLATFORM

- a. With the use of Journey's email marketing platform, Email Departures, it is the responsibility of the Client to pay for the subscribers and sends. This includes if the Client uses other services including but not limited to Content and Digital Marketing.
- b. The costs are based on subscriber numbers and volume of sends. It is the responsibility of the Client to set up and input their card details directly into the system. If Journey pays these charges on behalf of the Client, the Client will be invoiced on Journey's standard payment terms. Any pricing increases or decreases based on subscriber numbers will auto update should the Client account go into a new subscriber tier. Tiers and associated costs are outlined in the order and may be subject to change.

### 4. PAYMENT

- a. Fees due: The Journey's marketing services are subject to monthly fees ("Monthly Fee"). The Agreement is a month-to-month subscription, commencing on the Effective Date and automatically renewing each month, until termination of Client's Digital Marketing Agreement and is charged by way of set monthly subscription amounts and/or a set percentage of commission of the total revenue taken by the Clients direct channel. These fees are outlined under the Order Summary
- b. Fee payments: The Journey will directly charge the Client's approved Monthly Fees by either Direct Debit, recurring card payments, upfront quarterly invoicing or in the case of commission-based fees monthly invoices. The Client agrees to pay the Journey in one of these three payment methods, which must be set up no later than 7 days after receiving the payment setup request.
- c. Additional Fees: The Client understands that additional fees and or costs may become applicable dependent on the level of use by the Client of the provided services and or the request of modifications or amends to work produced by Journey. Indications of the amount of additional fees are outlined in this agreement or shall be quoted for by t Journey.
- d. Pay-per-click Advertising, the Journey will set-up (or assume admin duties if already existing) and manage Client's Google and or other platform Adwords (pay-per-click) accounts for Client pay-per-click campaigns up to £5,000 per month. Media spend above this amount may be subject to additional charges.
- e. The Monthly media spend is not included within the subscription. The Client must provide a credit card in advance for search engines to charge applicable pay-per-click charges. Client understands and agrees to fund the pay-per-click advertising separately from the Monthly subscription fee.
- f. The Journey will charge Client for the entire pay-per-click budget amount on the first day of each applicable Budget Period as requested by Client. The Journey will allocate the Budgeted Amount evenly across the entire Budget Period for its duration unless otherwise directed by Client. Once the remaining balance of the Budgeted Amount falls below the Daily Budgeted Amount with respect to any advertising request, Client authorises Journey to replenish the applicable account by charging the Budgeted Amount to Client's applicable designated payment account(s) before the commencement of the next applicable Budget Period.
- g. The Journey is not responsible for the increase in the cost-per-click of any keyword terms. The campaigns created will be focused on the key traffic segments needed to generate additional revenue.
- h. The Journey is not responsible for the increase in the cost-per-click of any keyword terms. The campaigns created will be focused on the key traffic segments needed to generate additional revenue.

### 5. CONDITIONS FOR SUCCESS

- a. Rate Parity – direct rates need to be in parity with your other distribution channels.
- b. Direct Allocation - allocation to your direct channel must be preferential over 3rd party channels.
- c. Direct Incentives - We will require booking incentives and attractive USPs to drive your direct business. To ensure this maximises conversion minimum promotional activity needs to be utilised.
- d. Minimum Ad Spend - Needs to be maintained for the duration of digital marketing campaign.
- e. Reputation Management - Reputation is kept to a high standard, both on and off property, with online reviews managed through various online platforms, i.e TripAdvisor.
- f. Disruptions - There are no disruptions to the service provided by each resort, i.e closing a portion of the site for refurbishments.



- g. Resistance to Recommendations – If resistant to following our best practices guidelines (such as bidding on brand terms), results will not be as effective.
- h. Offline Activity - PR activity and offline promotions should be strong and defined to support overall Targets.
- i. Any planned disruptions to the service provided (such as refurbishments) to be communicated with Us immediately,
- j. Adherence to Our best practices guidelines (such as bidding on brand terms).
- k. Governance processes agreed in advance and adhered to (On-boarding)
- l. Data given by client to be accurate / Full transparency and openness between both parties

## 6. WEBSITE PLATFORM

- a. The website platform is built using Hotel CMS, the content management system specifically tailored to the hospitality sector. The product is licensed and supported by Journey. Our development process consists of bespoke themes and a number of plugins built on a customised version of the Wordpress CMS. We call this Hotel CMS.
- b. Hosting for all our websites is through Amazon EC2, which provides resizable computing capacity in the cloud. It is designed to make web-scale cloud computing easier for developers and allows maximum scalability and availability for websites and web applications. designed to provide 99.95% availability (subject to Amazon Compute SLAs), with services hosted within the EU. All systems and services are equipped with integrated failover and fault tolerance with multiple availability zones for redundancy and built with a distributed architecture, where all services are contained within a protected VPC environment using individual security groups and AWS SQS message queues. All AWS servers are based inside data centres that are certified to BS27001 and ISO 27001 standards and are designed and built to a Tier 3 specification. Servers reside behind a hardware firewall designed to mitigate against common types of cyber attacks including DDoS and malware. Additionally, the servers have an integrated software firewall to provide an extra layer of security.
- c. Unless other specified in the order base functionality for the website is limited to: Header, Navigation & Footer, Basic Text, Testimonial, Testimonial Carousel, Book Direct Modal, Lightbox Modal, Button, Social Share, Instagram Feed, Accordion, Media Carousel, Download, Web Form, Sign-up, Post, Carousel, Filter, Image, Image Carousel, Image Gallery, Google Map (Non Integrated), Cookie Pop-up.
- d. Video storage limits are capped at up to 1GB of storage & up to 250GB of bandwidth usage. Costs may be subject to change. Journey will provide 30 days notice prior to any change.
- e. If utilising API functionality a maximum of 10,000 API calls are permitted per month. Additional usage will be charged at £100 per month per 5000 API calls. As additional charges are post usage no pre charge notification will be provided.
- f. Unless otherwise stated in the order Journey will build a maximum of 50 pages within the website. Journey will transfer up to a combined maximum of 30 articles or offers. One cycle of amendments will be allowed prior to design sign-off and post UAT. No design changes post sign-off unless at a prior agreed fee. Languages supported: English (UK). Timely access to Journey and client personnel will be required to prevent slippage. Should any slippage from the client occur this may delay delivery schedule.
- g. Only the latest stable version of browsers which adopt a rapid release cycle will be supported. All Previous versions are unsupported. This is due to the nature of rapid-release, meaning browser support could change on a weekly basis. When a new version of a browser is released, we will endeavour to ensure that our software is operable as soon as reasonably possible. From time to time, browser updates may reduce functionality of live sites. Supported (Latest Stable) Browsers include: Chrome, Edge, Safari, Firefox, Samsung Internet, UC Browser, Opera, Android.
- h. When a browser falls below 2% share, it will no longer be supported. Our share algorithm incorporates usage data from currently installed base and regional & global data sourced from Statcounter and W3Counter.