Onejourney Terms and Conditions

Please read these terms and conditions of use carefully (the "Terms") before using the Service as they form a legally binding contract between the parties listed in the service contract.

1. INTRODUCTION
   a. Any amendments, modifications, enhancements or changes to the Service made available by the Company will be subject to these Terms.
   b. These terms must be read in conjunction with with our MSA [Master Terms and Conditions](#) In the event of any conflict or inconsistency, the documents forming this Agreement shall prevail and take precedence in the following order in the event of conflict or inconsistency between their respective terms:
      i. Any special terms set out in the Order Form
      ii. All other terms of the Order Form
      iii. Master Terms and Conditions
      iv. These Terms and Conditions

2. DEFINITIONS AND INTERPRETATIONS
   a. **Onejourney** - the overarching service, developed by Journey, that incorporates a number of integrated, hospitality specific Modules to provide a unified customer experience.
   b. **Onejourney Retail** - the processes, technology and services that enable the sale and fulfilment of products via a client's website within a unified customer experience.
   c. **Onejourney Vouchers** - the processes, technology and services that enable the sale and fulfilment of Gift Vouchers via a client's website within a unified customer experience.
   d. **Onejourney Spa** - the processes, technology and services that enable the booking and sale of spa services via a client's website within a unified customer experience.
   e. **Onejourney Tables** - the processes, technology and services that enable a table reservation via a client's website within a unified customer experience
   f. **Onejourney Rooms** - the processes, technology and services that enable a room booking and associated payment via a client's website within a unified customer experience.
   g. **Services** - any and all Onejourney modules selected by the Client
   h. **Service Fee** - dependent on the module(s) selected, either a fixed percentage of the gross merchandise value (GMV), an annual fee or a fixed fee per transaction. This fee varies by module.
   i. **Set-Up Fee** - fixed fee for the provisioning of the instance and our standard onboarding process that enables the client to provide the specified service to their customers within an agreed Set-Up Period
   j. **Set-Up Period** - the maximum time provided between signature and live service to Customers.
   k. **Live Period**: - Period after the agreed go-live date.
   l. **Gross Merchandise Value** ("GMV") is the total sales value, including tax, delivery and other fees, that is processed through the platform during a specified period.
   m. **Onejourney User** ("User") - client personnel who have limited access to the Onejourney system to perform specific tasks, such as payment management, order management, price changes, promotion creation and other merchandising tasks.
   n. **Onejourney Property Administrator** ("Admin") - client personnel who have access rights on the Onejourney Service to create and edit User permissions and authorities.

o. "**Customer(s)**" are the end users of the Client's Onejourney service; the relationship and all communication with Customers is managed and owned by the Client.

p. **Time Zone** - all times in this document are UK specific.

q. **Onejourney Support** - the dedicated team responsible for client success using the Onejourney Service.

r. **Gift Voucher Fulfilment Centre** ("GVFC") - specific to the Onejourney Gifted module. GVFC is owned and operated by Journey Ltd. GVFC provides storage, printing and fulfilment services on behalf of our clients. Onejourney manages all communication with GVFC.

s. **Storage** - refers to the management and physical storage of Client's stock at the GVFC.

t. **Incident** - an unplanned interruption to, or reduction in the quality of, the Onejourney Service. May be reported by either the Client or Onejourney.

u. **Support Request** - a request from the Client for something to be provided, such as training, technical assistance and/or general platform advice.

v. **Change Request** - a chargeable request in writing from the Client that requires additional platform work or new functionality to the existing Onejourney platform.

w. **Go Live Date** - the date that the Service is accessible by Guests via the Client's website

x. **Anniversary Date** - the contract end date based on the Go Live Date and the Contract Term.

3. RIGHTS GRANTED

a. You ensure that the Admin(s) and User(s) of the Service comply with these Terms and acknowledge that you shall remain responsible and liable for the acts or omissions of all Users to the same extent as if you had carried out such acts or omissions yourself.

b. Subject to the provisions of clause 3.3, all copyright and other intellectual property rights in the Service are owned by us or our licensors.

c. All copyright and intellectual property rights in any information uploaded by you or your employees to the Service shall remain vested in you, your employees or your licensors.

d. Any rights not expressly granted in these Terms are reserved.

4. SERVICE ACCESS, SERVICE LEVELS & TECHNICAL SUPPORT

a. Service Availability

i. We endeavour to ensure that the Service is normally available 24 hours a day and have a target uptime of 99.8%, excluding scheduled maintenance downtime. Access to the Service may be suspended temporarily and without notice in the case of urgent maintenance or for reasons beyond our control.

ii. We shall not be liable if for any reason the target uptime is not met.

iii. In the event that planned maintenance is required, we will inform Client using agreed contract details at least 48 hours in advance of maintenance.

b. Incidents, Requests and target initial Response times are defined as follows:

i. Critical (Severity 1). A critical production issue that severely impacts your use of the service. The situation halts your business operations and no procedural workaround exists. For instance, the Service is down or unavailable preventing orders and payments to be completed. Severity 1 issues may require the client to have resources available to work on the issue on an ongoing basis with Onejourney if required.

ii. Major (Severity 2). Major functionality is impacted or significant performance degradation is experienced. The situation is causing a high impact to business operations and no reasonable workaround exists. For instance, orders cannot be fulfilled or prices cannot be changed.

      iii.   Minor (Severity 3). There is a partial, non-critical loss of use of the service with a medium-to-low impact on your business, but your business continues to function. For instance, new products cannot be added to the system.

      iv.   Cosmetic (Severity 4). Inquiry regarding a routine technical issue; information requested on application capabilities or configuration; bug affecting edge cases. Acceptable workaround available. For instance a query on user permissions, or informing Onejourney of a change in client escalation team.

      v.   For targets for initial response and resolution please refer to our Incident management process journey incident management process/

c.   Provision of Support

      i.   Onejourney Support operates 9am to 5pm, Monday to Friday and are contactable through various channels following our incident management process (for latest version, see our journey incident management process

      ii.   Onejourney Support provides assistance to Client Admins and Users; direct contact with Customers is managed by Client.

      iii.   Technical support will only be provided for bugs or errors in the Service that are reproducible by us. You agree to provide us with full and accurate details of all bugs and errors in the Service requested by us. You acknowledge that we provide no warranty that all or any bugs or errors in the Service will be corrected.

d.   Onejourney contacts and escalation path

      i.   All incidents and requests should be logged via Onejourney Support using the process described at our journey incident management process

      ii.   Our current escalation process and associated contact names and details are available via our journey incident management process

      iii.   Client will provide names and contact details for their current escalation team, which will be used by the Onejourney Support team as appropriate. Changes to contact details should be notified by email to support@journey.travel. It is the client's responsibility to ensure the contacts are kept up to date.

e.   Site performance

      i.   We regularly monitor site performance to ensure acceptable page load speeds, which may lead to recommendations concerning Website assets maintained by Client. It is the client's responsibility to act on these recommendations.

f.   Resilience

      i.   The Company has implemented a three-tier resilience strategy to provide the highest levels of availability.

            1.   A replica of the live database is synchronised in real-time and resides in a different data centre. This has automatic failover in the event of a problem with the live database or the primary data centre, and provides a 99.95% uptime SLA through Amazon's Relational Database Service (RDS).

            2.   Transaction logs within RDS enable point in time recovery in 5-minute increments for the prior seven days, enabling the database to be restored to a specific point.

            3.   A full backup is taken every 24 hours and is retained for 7 days. In the unlikely event of the live and replica databases becoming unrecoverable, the Company would restore data to the point of the last backup.

g.   Training

      i.   We will ensure you and your team are trained and proficient on the platform to the required level, determined by Us. Training will be delivered by video conference call

and augmented by support calls and recorded video demos. Our standard video conference training consists of up to 2 hours per Client, and is delivered before the Service goes live via the Client's website. On request, and at Our discretion, additional training and configuration services can be provided at additional cost.

    ii.   On site training is available at additional cost; this will be charged at our prevailing training day rate plus travel and subsistence.

    iii.   New functionality will be released at a regular cadence; release notes - including video if appropriate - will be provided via the Onejourney client support portal.

5. Onejourney - ALL MODULES
   a. Set Up
      i. Onejourney responsibilities:
         1. Share plan, Client dependencies, progress and issues via online onboarding management software.
         2. Setup Module storefront using Client brand and imagery.
         3. Populate modules with content in the agreed default language only. Journey may, at their sole discretion, input translated content supplied by the client at an additional cost.
         4. Setup required administrator users for each module.
         5. Ensure the Client's team are trained and proficient on the platform to the required level, determined by Us. Training will be delivered by video conference call and augmented by support calls and recorded video demos. Our standard video conference training consists of up to 2 hours per Client, and is delivered before the Service goes live via the Client's website. On request, and at Our discretion, additional training and configuration services can be provided at additional cost.
         6. In the instance that the set-up period is exceeded by any client delay, the client will be charged the full value of the set-up fee and will be payable immediately. Thereafter a monthly fee of £500 will be charged for the duration of the extended period of delay or postponement.
      ii. Client responsibilities:
         1. Undertake tasks as assigned by the online onboarding management software.
         2. Provide full brand guidelines.
         3. Provide property setup details (address, contact information, email addresses etc), digital marketing IDs.
         4. Create Stripe account and connect to Onejourney.
         5. Input translated content for all areas of supplied content if multiple languages are required.
   b. Payments
      i. Journey service fees associated with a customer transaction calculated and deducted in accordance with the Master Services Agreement.
      ii. Stripe fees will be retained by Stripe if a refund is performed. The Client must ensure their Stripe account can cover these costs.
      iii. With a Rooms integration, it will be possible to defer the payment for the room part of a booking (see rooms payments below). If any additional items are included in the booking, the guest will be required to pay for these in full at the point of placing the

booking. Only the rooms part of the booking can be deferred. This is due to API functionality available in other systems.

   c.   In Life

       i.   New functionality will be released at a regular cadence, and Client will be informed via the product knowledge base.

      ii.   On site training is available at additional cost; this will be charged at our prevailing training day rate plus travel and subsistence.

6. **Onejourney RETAIL**

   a.   Set Up

       i.   Onejourney responsibilities:

           1.   Load product details for an initial range of up to 50 products. On request, and at Our discretion, additional product load services can be provided at additional cost.

           2.   Setup Client's fulfilment partners with associated costs.

           3.   Setup delivery options for local and international delivery

           4.   Define which product is to be fulfilled by which fulfilment company (where products are fulfilled by multiple companies)

      ii.   Client responsibilities:

           1.   Provide details of product range, including imagery, content and attributes, in a format provided by Onejourney.

           2.   Provide details of available fulfilment options.

           3.   Load product details for all products after the initial range load by Onejourney.

   b.   Fulfilment

       i.   Fulfilment by CLIENT - Client is responsible for managing customer delivery and service expectations, for onsite availability, the pick pack despatch process.

      ii.   Fulfilment by CLIENT'S 3rd Party Logistics Partner or Drop-Ship Supplier - Client is responsible for managing fulfilment partner, customer delivery and service expectations, for onsite availability and the pick pack despatch process.

     iii.   The Collect option is managed in house by the Client.

7. **Onejourney VOUCHERS**

   a.   Set Up

       i.   Onejourney responsibilities:

           1.   Setup delivery, packaging and stationery options for fulfilment

      ii.   Client responsibilities:.

           1.   Provide details of all vouchers (values, terms, exclusions, validity etc)

           2.   Supply contacts, specific copy (such as amends to standard Privacy)

           3.   If using GVFC, Client specific stock to be delivered in a timely manner

   b.   Fulfilment

       i.   Fulfilment by CLIENT - Client is responsible for managing customer delivery and service expectations, for onsite availability, the pick pack despatch process.

      ii.   Fulfilment by Onejourney - GVFC fulfils all postal purchases on behalf of the Client, if included within the Service.

           1.   The daily cut off for same day dispatch is 1 p.m. (Mondays - Fridays).

           2.   Fulfilment Fees are subject to change and are based on standard vouchers, envelopes and inserts.

3. We closely monitor fulfilment times during peak trading periods (such as Christmas, Valentine's and Black Friday) and may adjust cut-off time to ensure Our same day dispatch promise is met. If this is not possible due to events outside our control, such as postal strikes, Onejourney Support will contact the Customer and keep the Client updated on developments but take no legal responsibility.

4. All vouchers are dispatched by 1st Class Royal Mail or Special Delivery, depending on delivery selection. We cannot take any responsibility for any postal strike action but will make every endeavour to manage updated delivery options or expectations if a strike should occur.

5. Dispatch will occur up until 3 p.m. (Mondays - Fridays). Vouchers ordered after midday on Friday will be dispatched the following Monday

6. GVFC are responsible for stocktaking the Client's stationery at GVFC and informing the Client of any short stock. You are responsible for delivery of sufficient stock to GVFC.

    a. All deliveries sent by the Client to GVFC must include an itemised list of contents to enable efficient booking-in of stock; failure to do so will delay booking-in and may incur charges to cover the additional workload.

7. An annual fee is charged for the management of Client's stock at the GVFC. If additional Storage is required then an additional fee will be charged per pallet.

8. GVFC operates on all weekdays, excluding U.K. bank holidays, throughout the year.

9. Pricing for fulfilment and postal delivery are subject to change dependent on 3rd party costs; where possible we will work with our suppliers to minimise these and endeavour to provide at least 30 days notice of any such changes.

iii. Email delivery is automated to the recipient's address, and though we cannot be responsible for any spam filters, we will support any re-delivery to another address if this cannot be resolved.

iv. The Collect option is managed in house by the Client.

8. Onejourney ROOMS
    a. Set Up
        i. Onejourney responsibilities:
            1. Add the API connection details to Onejourney and test the connection
            2. Liaise with the third party account manager/support team if connection issues arise.
            3. Setup deferred payment options (if required)
            4. Successful placement of test bookings via third party booking engine
        ii. Client responsibilities:
            1. Client to have implemented the latest version of booking engine software supported by Onejourney.
            2. API installed for the booking engine (to be performed by third party supplier)

3. If deferred payments are required, provide Journey with details of the number of hours before arrival that the cancellation policy is effective (usually 48 hours).
4. Provide Journey with the number of hours before deferred payments are taken that the email reminder should be sent to the guest.
5. Obtain the API connection keys and provide to Journey
6. Client to setup pre-paid rates to be used through Onejourney. Payment for all bookings taken through Onejourney will be in advance of arrival. Payment on arrival is not possible.
7. Ensure that room content fully populated and formatted to explain all features and facilities of the room
8. Ensure that all rates are passed through the onejourney module including website links
9. Ensure that rate content is fully populated and formatted to explain the details of the rate and any inclusions (e.g. breakfast)

b. Payments
   i. OPTIONALLY, payment for Room can be deferred until the given number of hours before arrival, to coincide with cancellation terms.
   ii. Payment although deferred will always be taken by Onejourney before arrival.
   iii. An email will be sent to the guest a given number of hours before deferred payment is to be taken to remind them that they still have a booking and money will be taken from the card details provided at the point of placing the order.
   iv. The guest will have the option to decide if they would like to pay in full at the point of booking or defer payment. If deferred payments are switched on, this option will be available for all room bookings.

9. Onejourney TABLES
   a. Set Up
      i. Onejourney responsibilities:
         1. Add the API connection details to Onejourney and test the connection
         2. Liaise with the third party account manager/support team if connection issues arise.
         3. Setup Onejourney with all content, imagery, menus provided for each restaurant
         4. Successful placement of test bookings via third party Table Reservation software
      ii. Client responsibilities
         1. Client to have implemented latest version of table reservation software supported by Onejourney.
         2. API installed for the table reservation software (to be performed by third party supplier)
         3. Ensure that software is setup to not require payment at the point of booking (reservation only)
         4. Provide Journey with API keys
         5. Provide content and imagery for each restaurant available for booking.
         6. Provide PDF versions of any menus that should be displayed per restaurant.
         7. Provide opening / closing times for each restaurant
      iii. Payments

1. A non-refundable fixed service fee will be paid by the Client for each table reservation placed through Onejourney.
2. An invoice will be generated monthly and sent to Client by email to the Finance Contact email address.
3. Payment will be taken by Direct Debit with five days of invoice being sent.

10. Onejourney SPA
    a. Set Up
        i. Onejourney responsibilities:
            1. Add the API connection details to Onejourney and test the connection
            2. Liaise with the third party account manager/support team if connection issues arise.
            3. Successful placement of test bookings via third party Spa booking software
        ii. Client responsibilities:
            1. Client to have implemented the latest version of spa management software supported by Onejourney.
            2. API installed for the Spa management (to be performed by third party supplier)
            3. Obtain the API connection keys and provide to Journey
            4. Ensure that content is fully populated and formatted to explain all features and benefits of treatments and offers.