



# Journey Ecommerce 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. DEFINITIONS AND INTERPRETATIONS

- a. **Journey Ecommerce** - the overarching service, developed by Journey, that incorporates a number of integrated, hospitality specific Modules to provide a unified customer experience.
- b. **Journey Ecommerce 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. **Journey Ecommerce 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. **Journey Ecommerce 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. **Journey Ecommerce Tables** - the processes, technology and services that enable a table reservation via a client’s website within a unified customer experience.
- f. **Journey Ecommerce 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. **Journey Ecommerce Reservations** - the processes, technology and services that enable a room booking and associated payment via a client’s reservation system.
- h. **Services** - any and all Journey Ecommerce modules selected by the Client
- i. **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.
- j. **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.

## 2. JOURNEY ECOMMERCE RETAIL

- a. Set Up
  - i. Journey responsibilities:
    - 1. Load product details for an initial range of up to 20 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 Journey.
    - 2. Provide details of available fulfilment options.
    - 3. Load product details for all products after the initial range load by Journey.
- b. Fulfilment
  - i. Fulfilment by Client – the 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.

### 3. JOURNEY ECOMMERCE VOUCHERS

#### a. Set Up

- i. Journey 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 the Client – the Client is responsible for managing customer delivery and service expectations, for onsite availability, the pick pack despatch process.
- ii. Fulfilment by Journey- 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, Journey Support will contact the Customer and keep the Client updated on developments but accept no legal responsibility.
  - 4. All vouchers are dispatched by 1st Class Royal Mail or Special Delivery, depending on delivery selection. We cannot accept 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 is responsible for stocktaking the Client's stationery at GVFC and informing the Client of any short stock. The Client is 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.

#### c. Luxury Digital Vouchers

- i. Digital Voucher delivery will be via Our Luxury Digital Voucher functionality.
- ii. The fee is £2 (inc VAT) per order and is paid directly by the user. The fee is subject to review and Journey reserves the right to increase or decrease the fee with no prior notice.



#### 4. JOURNEY ECOMMERCE ROOMS

##### a. Set Up

##### i. Journey responsibilities:

1. Add the API connection details to Ecommerce 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 Journey.
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 Ecommerce. Payment for all bookings taken through Ecommerce 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 Journey 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).
10. Connectivity to the active booking engine is maintained.

##### 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, even when deferred, will always be taken by Journey 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.

#### 5. JOURNEY ECOMMERCE TABLES

##### a. Set Up

##### i. Journey responsibilities:

1. Add the API connection details to Ecommerce and test the connection.
2. Liaise with the third-party account manager/support team if connection issues arise.



3. Setup Ecommerce 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 Journey.
    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.
    8. Connectivity to the active table-reservation system is maintained.
  - iii. Payments
    1. A non-refundable fixed service fee will be paid by the Client for each table reservation placed through Ecommerce.
6. JOURNEY ECOMMERCE SPA
  - a. Set Up
    - i. Journey responsibilities:
      1. Obtain the API connection keys.
      2. Add the API connection details to Ecommerce and test the connection.
      3. Liaise with the third-party account manager/support team if connection issues arise.
      4. Ensure that content is fully populated and formatted to explain all features and benefits of treatments and offers.
    - ii. Client responsibilities:
      1. Client to have implemented the latest version of spa management software supported by Ecommerce.
      2. API installed for the Spa management (to be performed by third party supplier)
      3. Successful placement of test bookings via third party Spa booking software.
      4. Spa Stays are enabled, operational PMS connectivity details are provided during onboarding and connection is maintained throughout the duration of contract.
      5. Ensure that content is provided to Journey as required.
7. JOURNEY ECOMMERCE GIFTED
  - a. Gifted Service ("Service") - the processes, technology and services that enable the sale and fulfilment of Gift Vouchers via a client's website.
  - b. Gifted User ("User") - client personnel who have limited access to the Gifted system to perform specific tasks, such as sale or redemption.
  - c. Gifted Superuser ("Superuser" "Admin") - client personnel who have access rights on the Gifted Service to create and edit User access and authorities.
  - d. Company - Journey Hospitality Ltd



- e. GVFC - Gift Voucher Fulfilment Centre
- f. Gifted Support - the dedicated team responsible for client success using the Gifted Service
- g. Storage - refers to physical storage of pallets at the Gift Voucher Fulfilment Centre
- h. "Customer(s)" and "Guest(s)" are the end users of the Client's Gifted service; the relationship and all communication with Customers is managed and owned by the Client.
- i. Support Request - a request from the Client for something to be provided, such as training, technical assistance and/or general platform advice.
- j. Change Request - a chargeable request from the Client that requires additional platform work or new functionality to the existing Gifted service.
- k. Bespoke platform feature requests - all new client feature requests will be evaluated by Journey against global value/benefit to the Gifted platform. If a new feature request is agreed, this will be scoped, and a reflective cost issued to the Client.

## 8. FULFILMENT AND DELIVERY

- a. Clients may choose to use The Gifted Voucher Fulfilment Centre ("GVFC") for the fulfilment and despatch of vouchers. GVFC is owned and operated by Journey Hospitality Ltd.
  - i. The Gifted Voucher Fulfilment Centre fulfils all postal purchases on behalf of the Client, if included within the Service. The daily cut off for same day dispatch is 1 p.m. (Mondays - Fridays). GVFC will 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, Gifted will contact the Client and keep You updated on developments but take no legal responsibility.
  - ii. All vouchers are sent via Royal Mail's Click and Drop system (Royal Mail 24/Royal Mail 48) or Next Day Special Delivery. GVFC 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. Gifted does not take responsibility for vouchers ordered after midday on Friday to be dispatched until the following Monday.
  - iii. GVFC is responsible for stocktaking the Client stationery and informing the Client of any short stock. The Client is responsible for delivery of sufficient stock to GVFC.
    - 1. 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.
  - iv. The postage method selected by the guest or a supplier on behalf of the client (such as your local print house) will be used; GVFC have no control over the Royal Mail and so cannot be responsible for their service levels and any time delays.
  - v. GVFC operates on all weekdays, excluding U.K. bank holidays, throughout the year.
- b. 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.
- c. The Collect option is managed in house by the Client.
- d. GVFC has the right to change your postage fee without warning to directly match any price changes made by the Royal Mail.
- e. If your property changes its stock in a manner that affects which weight class or shipping service your vouchers are posted with, GVFC reserves the right to increase or decrease your postage fee in line with the fee the Royal Mail would charge us for posting the new vouchers.



In this circumstance, your property would be notified by email of this change.

9. FULFILMENT FEES

- a. The fulfilment fee is outlined within the Client contract and is paid directly by the user. The fee is subject to review and GVFC reserves the right to increase or decrease the fee with no prior notice.
- b. The standard fulfilment fee may be varied by GVFC if client requirements are more complex and time consuming than the standard; the Client will be informed in advance of going live with Gifted.
- c. Additional storage is charged at £300 (ex VAT) per pallet per annum.

10. REGISTRATION & PAYMENT

- a. Each account is for use by a single legal entity (e.g. a company or a partnership) You may create Users and Super Users with access to your account through the user management function. The Company does not permit you to share your username and password with any other person.
- b. Responsibility for the security of any usernames and passwords issued for Users and Superusers rests with you.

11. PUBLICITY

- a. Within the first year after go-live, Client and Journey may collaborate on a case study, to be agreed between the parties, which may be published on Journey's website and 3rd party media.
- b. Journey may refer to the Client within thought leadership and best practice articles, which may be published on Journey's website and 3rd party media.