

BED & BIRDING

Terms and Conditions of Application and Partnership

1. These Terms and Conditions are effective from **1st August 2017** and replace any previous versions.

PARTIES and CERTIFICATIONS

2. These Terms and Conditions shall regulate the business relationship between Bed and Birding Ltd (Registered No. 202355233, at Information and Visitors Centre “Durankulak”, Durankulak 9670, Dobrich, Shabla, Bulgaria), hereinafter B&B, and the person or entity applying for partnership of B&B as named in the online application form (the Applicant, or subsequently the partner if accepted into the B&B network).
3. The Applicant hereby certifies that the property described in the online application form (the Accommodation) for listing on the B&B web site is truthful and accurate account of a legitimate accommodation business with all necessary licences and permits that can be provided on request.
4. The Applicant hereby certifies that the provision of any personal information required through registration or partnership application may be process and used by B&B for its own purposes only and not passed to any third parties other than by appearance on the web site as necessary.
5. B&B hereby certifies that it will provide the applicant with full access to any personal information it holds about them, with the right to rectify or remove it as demanded.
6. B&B hereby certifies that it is the sole owner of the European Community trademark number 011338092 “Bed & Birding: Homes made for birders” (the “B&B” brand).
7. B&B hereby certifies that it is the sole owner of the web site www.bedandbirding.com including its programming, editing, compilation and other elements necessary for its management, such as the brand name, logo, design, headings, HTML code, texts, images, graphics and any other content. B&B reserves the right to make changes on its website without prior warning, in order to maintain up-to-date information, adding amending, correcting or eliminating the content published or design of the portal. B&B further states that it uses its own and third party cookies to improve its services, for statistical purposes related to the user's preferences by analyzing browsing habits. On the B&B website, the use of cookies is solely for identifying the user, enabling the user to personalise its website and to improve future searches.
8. The Applicant shall make a separate application for each accommodation site it wishes to include in the B&B web site.

PARTNERSHIP CONDITIONS and BENEFITS

9. An Applicant will be accepted as a partner of B&B, in exchange for accepting these Terms and Conditions of partnership, and keeping up to date payment of the applicable annual subscription fee (see paragraph 7), shall receive from B&B the following rights and benefits:
 - (a) to use the B&B brand (including wording and visuals) to market the Accommodation(s) operated by the Applicant;
 - (b) to be listed as a B&B brand partner on the B&B web site and in other relevant promotional materials produced by B&B, including web link and contact details;
 - (c) a selected photograph of your lodge or surrounding landscapes to be included in our home page's slide-show
 - (d) to have exclusive use of the B&B brand within 10 km radius of its location;
 - (e) to exchange information and best practice with other partners of the B&B brand;
 - (f) to be included in B&B brand birdwatching itineraries;
 - (g) to participate in joint marketing campaigns and promotional offers organized by B&B;
 - (h) to have access to B&B brand materials (stickers, posters, stationery, etc) at cost price;

- (i) to benefit from any other actions that B&B may from time to time arrange, including sponsorships, endorsements, discounted goods and services, and attending trade fairs;
 - (j) to receive, upon request and payment of reasonable expenses, advice, know-how, training and any other appropriate support to meet and improve upon the Applicant's performance standards and assessment criteria of the B&B brand.
10. On becoming a partner of B&B, the Applicant accepts the following obligations:
- (a) to pay to B&B an annual fee according to the schedule given in the online application form (the payment terms will be reviewed annually);
 - (b) to adhere to the accommodation operations and management guidelines provided by B&B, and any updates that B&B may from time to time issue;
 - (b) to provide all information requested by B&B about the Accommodation to classify it according to the criteria issued by B&B as well as any subsequent assessments that B&B may deem necessary and if these assessments require a site visit to ensure access to the premises and cover the reasonable in-country costs of the inspector;
 - (c) to accept that the final decision on the classification of the Accommodation according to the B&B criteria is made by B&B;
 - (d) to strictly observe the B&B brand identity and not to make any changes to the trade mark, wordings, logo, colours, fonts or any other aspect of the corporate design;
 - (e) to obtain the prior approval of B&B for any use of the brand identity for local marketing, advertising or other promotional activities;
 - (f) to work jointly with the staff of B&B, to coordinate commercial activities and promote the reputation of B&B brand, including exchanging experience and positive commercial practices with other partners.
11. On accepting the Applicant as a partner of the B&B network, B&B accepts and enters into the following obligations:
- (a) to provide to the Applicant all necessary information, training and resources needed, and any updates of those materials, to enable compliance by the Applicant with the terms of the franchise package and this Agreement;
 - (b) to provide in a fair and transparent manner the benefits of the franchise package outlined in paragraphs 6 or 8 as applicable, including assessment and categorisation of the Applicant's accommodation(s);
 - (c) to represent, protect and enhance the image of the B&B brand.

CONFIDENTIALITY

12. A partner of B&B or any person, firm or corporation associated with the partner, shall not at any time during the period of its partnership or after its determination without the previous consent in writing of B&B disclose to any person firm or corporation (other than any officer or employee of B&B) any information about B&B or B&B brand or its partners not in the public domain, nor the identity of any of the suppliers or customers of or any confidential information relating to the operation of B&B.
13. B&B or any person, firm or corporation associated with B&B, shall not at any time during the period of partnership of the partner of B&B or after its determination without the previous consent in writing of the partner disclose to any person firm or corporation (other than any officer or employee of the partner) any information about the partner not in the public domain, nor the identity of any of the suppliers or customers of or any confidential information relating to the operation of the partner.
14. Notwithstanding the above, B&B may facilitate access to other websites through links for the sole purpose of marketing the partnership. These pages do not belong to B&B and B&B is not responsible for their content or the operation of the linked page or for any damages that may arise

from accessing or using it.

LIABILITY

15. B&B and the partner are wholly liable for their own operations, and hereby indemnify each other against all claims arising from negligence, malpractice, incompetence or any other event arising. This includes the presence of viruses or other elements that may in any way damage the user's computer system.

FEEDBACK

16. Guests which have stayed at the Accommodation may send comments on their stay to B&B, which in turn may communicate these comments to the partner for information and action as necessary.

PARTNERSHIP DETERMINATION

17. B&B or the partner may serve 90 days written notice to terminate partnership. B&B is entitled unilaterally to terminate the partnership of the partner without notice if:
 - (a) Within two months of invoice the applicable annual fee has not been paid by the Applicant or partner in the subscriber category;
 - (b) The partner fails to register and keep the Accommodation according to national regulations and comply with all applicable legislation;
 - (c) A bankruptcy or liquidation case has begun against the partner, or it is insolvent, or in default, or B&B has grounds to consider that the partner shall not be able to meet its financial commitments under these terms and conditions, including operation of the Accommodation to the standards required;
 - (d) The ownership of the Accommodation changes;
 - (f) The partner shall be in breach or non-observance of these terms and conditions;
 - (g) The partner conducts itself in a manner (including failure to respond adequately to any complaints from its clients) which in the reasonable opinion of B&B does or is likely prejudicially to affect the business standing or position of B&B and which has not been corrected within ten days of such conduct being brought to the attention of the partner.
18. On termination of the partnership, the following conditions shall apply:
 - (a) The partner has no further right to use any of the elements of the B&B brand, and must immediately remove the name of B&B from all signs, materials, email signatures, internet pages, clothing, souvenirs, cars, flags and any other goods, fixtures or fittings. If the partner has not done this within 10 days of termination of partnership, B&B may carry out the removals itself or through an authorised representative, at the cost of the partner.
 - (b) B&B shall be remunerated in whole for any outstanding charges or costs due to it by the partner within one month of termination of partnership. All goods and materials provided to the partner by B&B or its suppliers or sponsors shall remain the property of B&B or its suppliers or sponsors and shall be returned to them at their discretion by the partner.
 - (c) The partner is obliged immediately and continuously to discontinue use in any manner whatsoever any of the methods, procedures, techniques, or other know-how provided by B&B, and the partner cannot directly or indirectly refer to itself before third persons as a current or former partner of B&B.
 - (d) The termination of partnership by the partner does not absolve it of its obligations to B&B or third parties under these terms and conditions;
 - (e) B&B is entitled to seek such compensation from the partner as it deems appropriate for any costs incurred in terminating partnership or for damages to its trading reputation and to start legal proceedings against the partner to recover these costs.

DISPUTE RESOLUTION

19. In the event of a dispute between B&B and the partner concerning their business relationship under these terms and conditions, they shall make every effort to settle the dispute amicably.

- (a) Once a dispute has arisen, a party shall notify the other party in writing of the dispute, stating its position on the dispute and any solution which it envisages, and requesting amicable settlement. The other party shall respond to this request for amicable settlement within 30 days, stating its position on the dispute. Unless the parties agree otherwise, the maximum time period for reaching an amicable settlement shall be 90 days from the date of the notification requesting such a procedure. Should a party not agree to the other party's request for amicable settlement, should a party not respond in time to that request or should no amicable settlement be reached within the maximum time period, the amicable settlement procedure is considered to have failed.
- (b) In the absence of an amicable settlement, a party may notify the other party in writing requesting a settlement through conciliation by a third person. Unless the parties agree otherwise, the maximum time period for reaching a settlement through conciliation shall be 120 days from the notification requesting such a procedure. Should a Party not agree to the other Party's request for conciliation, should a Party not respond in time to that request or should no settlement be reached within the maximum time period, the conciliation procedure is considered to have failed.
- (c) If amicable settlement procedure and, if so requested, the conciliation procedure fails, either party may refer the dispute to to the exclusive jurisdiction of Bulgaria.

FORCE MAJEURE

20. Neither B&B nor the partner shall be considered to be in breach of its obligations under these terms and conditions if the performance of such obligations is prevented by any circumstances of force majeure which may arise during the term of partnership of the partner.
- (a) The term "force majeure" shall mean acts of God, strikes, lock-outs or other industrial disturbances, acts of the public enemy, wars, whether declared or not, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions, and any other similar unforeseeable events, beyond the control of either party and which by the exercise of due diligence neither party is able to overcome.
 - (b) If either party considers that any circumstances of force majeure have occurred which may affect performance of its obligations it shall notify the other party immediately giving details of the nature, the probable duration and likely effect of the circumstances. A party affected by an event of force majeure shall take all reasonable measures to fulfil its obligations with a minimum of delay.
 - (c) If circumstances of force majeure have occurred and persist for a period of 90 days then either party shall be entitled to serve upon the other 90 days' notice to terminate partnership. If at the expiry of the period of 90 days the situation of force majeure persists, the partnership shall be terminated.

COMPLIANCE WITH NATIONAL LEGISLATION

21. If a clause in these terms and conditions exceeds or conflicts with the provisions of any law in the national jurisdictions of the parties, it shall be deemed amended to the extent required to make it comply with the legislation in force.