



Welcome Anywhere Booking System - Service Terms and Conditions

1. **Welcome Systems Ltd (“WSL”) will provide the client with:**
 - 1.1 The cloud-based Welcome Anywhere booking system and an online booking facility displaying rates and availability, depending on the version ordered (“the Services”)
 - 1.2 Welcome Online will be supported by:
 - 1.21 A Reservation Database with facilities to add reservations, retrieve details of current guests, arrivals, departures and bookings for any date.
 - 1.22 A Rate Database with tariffs, discounts and packages offered for any date.
 - 1.23 A Customer Database with name and address records of all guests.
 - 1.24 User Authorisation to control access to Welcome Anywhere.
 - 2.0 Contract includes Monday-Friday 8.30am – 5.30pm telephone, email and online chat support (excludes weekends & public holidays).
 - 3.0 The data in the above databases will be the property of the client.
 - 4.0 Any bespoke system configuration work will be charged our standard rate of charge
 - 5.0 The Welcome Anywhere software is owned and hosted by WSL.
 - 6.0 Minimum specifications and browser requirements apply.
 - 7.0 WSL will make all reasonable endeavours to ensure the integrity and availability of Welcome Anywhere and Welcome Online at all times. WSL will not be liable for factors beyond their control which affect these services. Customers should ensure they have adequate alternative arrangements for generating and taking bookings.
 - 7.1 No warranty is made regarding the results of usage of the Services or that the Services will operate uninterrupted or error free.
 - 7.2 WSL shall have no liability to the Client in respect of the Client’s inability to access the Services or the inability of potential customers of the Client to make bookings via Welcome On-Line or errors in the functioning of Welcome On-Line which are attributable to errors in or made by or failures in the performance of the Client’s or such potential customer’s computer equipment, internet access or computer operators or a failure of the Client to comply with its obligations under clause 12.
 - 8.0 **LIMITATION OF LIABILITY**
 - 8.1 The Company does not exclude or limit its liability to the Client for death or personal injury caused by the Company’s negligence or for fraudulent misrepresentation.

- 8.2 Subject to clause 8.1 in no event will the Company be liable to the Client for any direct, indirect or consequential loss or damage, costs, expenses or other claims for consequential compensation whatsoever or howsoever caused which arise out of or in connection with this Agreement, or for loss or profit, loss of business, loss of data, or depletion of good will.
- 8.3 Subject to clause 8.1, the Company's aggregate liability under this Agreement to the Customer for all losses, damages, costs, claims, and expenses, howsoever arising, shall not exceed an amount equal to the actual amount of fees received from the customer in the preceding 6 months.
- 9.0 The presence of a link to Welcome Online from the client's website is the responsibility of the client.
- 10.0 Welcome Online can be configured to request a fixed, percentage amount or first night stay value as a deposit for online bookings. A merchant account with either Barclay's ePDQ, Paypal, Worldpay, Sagepay or Securetrading is required for this feature.
- 11.00 Access to the internet via broadband with a reliable, constant internet connection able to upload and download without packet loss will be the responsibility of the client.

12.0 CLIENT'S OBLIGATIONS

- 12.1 In order to receive the Services, the Client agrees that it shall make available the equipment and perform the obligations set out in Schedule 1.

13.0 FEES & CONTRACT

- 13.1 Welcome Anywhere is initially provided free of charge for one month. Thereafter, the client will be charged at the rate agreed (see <http://www.welcome-anywhere.co.uk/pricing>).
- 13.2 WSL will contact the client when the free month is about to end and will provide the option of continuing at the agreed rate or cancelling the system.
- 13.3 There is no minimum contract length.
- 13.4 WSL reserves the right to suspend the service in the event of overdue accounts.
- 13.5 Payment: Payment is due monthly in advance by Direct Debit.
- 13.6 WSL may elect to vary the monthly fee by giving to the Customer not less than 30 days' written notice of the variation.
- 13.7 All sales are subject to our Terms & Conditions of Sale and Licensing, found at www.welcome-systems.uk/licensing
- 13.8 By agreeing to these terms and conditions, the client also agrees to allow WSL to send emails to the email address provided regarding Welcome Anywhere news, features and system updates. Welcome will never pass the client's contact details on to any 3rd party.
- 13.9 Refunds & Cancellations. You can cancel your subscription to Welcome Anywhere at any time. Charges will apply until the next billing period commences, the start date of which is stated on our invoices.

Please send an e-mail to accounts@welcome-systems.uk with the following subject line: Cancel Account: [insert your property name here]

We'll respond via e-mail within 3 working days to confirm the account cancellation. Once your cancellation has been processed, you will not be billed again.

Welcome Systems Ltd

Welcome Anywhere Terms 2016 v3

18/08/17

If payment has already been made for the next billing period, a refund of your subscription fee will be due. Pro-rata and/or part refunds for the existing billing period will not be made.

Please allow up to two weeks for refunds to appear on the debit or credit card used to pay your subscription. For subscriptions paid by Direct Debit, please allow one week for the refund to be transferred to your bank account electronically.

Schedule 1

Client's Obligations

1. The Customer shall make available:
 - a web-enabled device (PC, tablet, laptop, epos terminal) with the following minimum specification:
 - CPU Intel Celeron M 440 (1.86GHz)/ Intel Core2 Duo T7400 (2.16GHz)
 - Memory 4GB DDR2-533/ PC-4200, 2 slots
 - HDD Type A: 160 GB or over, SATA x 1 (Max. 2 Drives)
 - Type B: 250GB or over, SATA x 1 (Max. 2 Drives)
 - OS Windows 7 or better
 - The device should not be used for any other internet tasks which may interfere with the regular Welcome On-Line traffic
 - The above device must have a reliable, constant internet connection able to upload and download without packet loss. A firewall and virus protection needs to be installed on such computer and it is the responsibility of the Customer to ensure that this is kept up-to-date
 - if the Customer wishes to receive advance deposit payments via Welcome On-line, the Customer must have an on-line merchant account with either World Pay or Barclays in order to process on-line payments; alternatively, the Customer can use the 'Welcome Secure' module for the capture of credit card details (Welcome Secure does not process payments)

2. The Client acknowledges that:
 - it will make the device referred to in 1 above and sufficiently qualified personnel of the Client available to the Company at the time agreed by the parties during the Company's normal working hours for the installation and commissioning of the Software and will prepare the computer in advance in accordance with any instructions given by the Company
 - except in the case of customers of the Client with credit facilities with the Client, full payment or a deposit needs to be taken with each booking. Any deposit refunds need to be made manually by the Client's website - they cannot be made through Welcome On-Line

- the Client's personnel must be trained in the use of the Client's access to Welcome On-Line and must monitor that the Client's access to and responses from Welcome On-Line is functioning correctly and report all suspected errors to the Company as soon as the Client's personnel are aware of such errors
- once a room booking is downloaded from Welcome On-Line to the Client's computer then the Client's personnel are responsible for any further correspondence or other communication with the person making the booking.