

GROUPIA LIMITED – SUPPLIER AGREEMENT

SUPPLIER AGREEMENT TERMS & CONDITIONS

These terms and conditions apply to all bookings made between Groupia Limited (reading as GoGroups, StagWeb, GoHen, Company Away Days and Teams on Tour) of Second Floor, 30-32 Westgate Buildings, Bath, BA1 1EF (or any other address Groupia Limited may reside).

..... (“the Supplier”). The conditions herein are accepted by the Supplier. The Supplier agrees to inform all relevant personnel of the Terms & Conditions and shall be responsible (together with such personnel) for ensuring that the Terms & Conditions are complied with.

Interpretation in these conditions:

- Groupia Limited (also represented as GoGroups, StagWeb, GoHen, Company Away Days and Teams on Tour) - the company contracting the services of the Supplier on behalf of the Stag Party including all associated companies, divisions, successors and assigns.
- “Supplier” - the organisation, company (or its servants, agents or suppliers) or professional individual/s providing services to Groupia Limited and its clients.
- “Group Party” - the Clients of Groupia Limited
- “Programme” - the agreed and confirmed activities and or entertainment and or accommodation that make up the stag event.
- “Contract” - the agreed and accepted Programme as detailed in the written confirmation sent by Groupia Limited (hereinafter referred to as Groupia) incorporating these terms and conditions.

1. Making a Booking

- i) Groupia will contact the Supplier with the original request (by phone / e-mail etc) to establish availability of the Programme
- ii) On confirmation of availability Groupia will send the Supplier a booking form or booking request (to hold provisional reservations) regarding requirements for activities, accommodation, entertainment and or other associated services for the intended Group, which
- iii) The Supplier will send to Groupia a proposal response to include:
 - An itinerary of the items/activities/services included
 - Specific details of any items or services not included in the above price
 - The price per person of the activities/services/accommodation including any special requests regarding payment and the amount of any deposit
 - Notification of any damage/breakage/security deposits to be paid/arranged in advance by the Group
 - Any restrictions, conditions or limitations or requirements on the use of such facilities or services. These conditions or limitations or requirements on the use of such facilities or services must be sent prior to confirmation of the booking, else the booking may not be considered committed otherwise. Also see section 10) disclaimers.
 - Any restrictions on the number of people including any minimum numbers necessary
- iv) Once the Programme has been finalised, Groupia will send the Supplier written confirmation that will constitute the Programme. The Supplier should notify Groupia in writing within 5 days of any errors or omissions in the Programme.

2. Pricing

- i) The Supplier understands that for successful cooperation pricing offered to Groupia must be the most competitive available and must also be consistent
- ii) The price will be agreed and confirmed in writing for the Programme
- iii) In respect of any items or services not forming part of the Programme the Supplier is responsible for ensuring that these additional charges are submitted directly to and paid by the Group (provided that notification of such additional charge was given at the time the Supplier’s proposal was submitted)
- iv) For the avoidance of any doubt, when exchange rates are applicable they will be calculated through an agreed independent third party resource (eg www.xe.com) at the time of booking.

3. Payment

- i) Payment of the deposit and balance of the agreed price will be made in accordance with Groupia’s written confirmation
- ii) Payment will be made by Groupia’s company cheque, bank transfer or credit card
- iii) All monies referred to are in pounds sterling (GBP £) and inclusive of VAT unless otherwise stated.

4. Alterations or Changes to the Programme

- i) Either party requiring any alterations prior to commencement of the Programme must notify the other party as soon as is practicable and confirm those alterations in writing. Any alterations to the Programme shall not be effective unless agreed in writing by or on behalf of both parties
- ii) In the event of any changes to the Programme after commencement the Supplier will make every effort to supply a reasonable alternative of at least the same value and or offer full refund (referred back to Groupia), plus any associated costs
- iii) If the Supplier provides inadequate replacement / substitution (in the eyes of the Group or Groupia) then the Supplier must find and deliver a suitable alternative using external resources (if required). The cost of these additional arrangements must be born by the Supplier. If inadequate provision is made by the Supplier, then the Supplier will be responsible for any inferred “loss of enjoyment” that may affect the programme as a whole.
- iv) In the event of last minute emergencies. The supplier agrees to call Groupia at the earliest opportunity so that they may discuss options with the group, be it alternative activities on site or cancellation. If the group decides to cancel, the supplier agrees to refund Groupia in full.

5. Termination / Cancellation

- i) At any time prior to 35 days of the commencement of the Programme the Supplier shall be entitled to terminate the contract without penalty by service of written notice to Groupia, such notice being deemed effective upon confirmed receipt by Groupia. In the event of such notice being served by the Supplier, Groupia is entitled to the return of all monies (including deposit) paid to the Supplier in respect of the Programme. In the event that notice of termination is served by Groupia within 14 days, the Supplier’s rights are limited to the retention of any deposit paid
- ii) In the event that the Programme is effected by acts of force majeure, or any dispute, war or threat of war, riot, civil strife, government or political action, industrial dispute, terrorist activity, natural or nuclear disaster, fire or adverse weather conditions, closure of roads, airports or issues involving the safety of the members of the Group Party or any other unusual and unforeseeable circumstances beyond Groupia control whose consequences could not have been avoided even if all due care had been exercised or any event which even with all due care either party, could not foresee or forestall then the contract is treated as being terminated without penalty and the Supplier will return to Groupia all monies (including deposit) paid to the Supplier in respect of the Programme
- iii) In the event that either party becomes insolvent or subject to any winding up order or petition then that party will be deemed to have served notice of termination of the Programme in accordance with clause 5 (i) above
- iv) If the Supplier consistently cancels or alters Programmes or provides service below the agreed level of expectation (including pricing and costs) and or performance, Groupia reserves the right to immediate termination of any agreement.

6. Indemnity

- In consideration of Groupia agreeing to use the services of the Supplier, the Supplier agrees to:
- i) Indemnify Groupia in full against all claims, loss, costs, damages, charges and expenses incurred by Groupia as a result of cancellation and or improper performance by or on the part of the Supplier or its servants or agents of its obligations and responsibilities in the performance of the Programme or in the performance of its contractual obligation
 - ii) Indemnify Groupia in respect of any liability to the Group for any claims arising due to the negligence of the Supplier its staff and employees in preparing and or providing services for either Groupia or its clients
 - iii) Indemnify Groupia in respect of any liability to the Group for any claims arising due to the negligence of the Supplier in regard to the deficiency, lack of preparation, health and safety, security and non performance of the Supplier’s venue/s and or venue management indemnify Groupia against any failure by the Supplier in fulfilling its responsibilities, as expressed in this Agreement in clause 8

7. Groupia’s Position & Liability

- i) Groupia will use all reasonable effort to ensure the accuracy of any information supplied to the Supplier regarding the Group and the Programme
- ii) Groupia will respond timely to requests for information or clarification
- iii) Groupia shall not be held liable for any loss, damage or expenses suffered by the Supplier or any third party arising directly or indirectly from the actions or omissions of any member of the Group.

8. Supplier Responsibilities

- i) To perform the duties and obligations under the contract, at all times in a professional and courteous manner as representatives of Groupia
- ii) To make Groupia aware of any prerequisites on the part of either the Group or Groupia which are necessary for the performance of the Programme in writing
- iii) To undertake proper enquiries as to the suitability and fitness of any members of the Group partaking in any activities organised and run by the Supplier
- iv) To review and ensure that all services and activities to be provided by the Supplier either ancillary to or forming part of the Programme are covered by valid and appropriate insurance (and procedure) of a recognised industry standard and to only accept/ place bookings and deliver programmes during periods of cover
- v) To provide only capable, courteous, professional, responsible staff and personnel who qualified to a recognised industry standard commensurate with the duties for which they are employed
- vi) Time will always be of the essence in the performance of the Programme
- vii) To review and ensure that all services and activities to be provided by the Supplier, either ancillary to or forming part of the Programme, comply with the local standards and regulations of the Country and /or region in which the Programme is to be performed and to enforce such standards and regulations, and to obtain all necessary licenses and/or other appropriate documentation

Please initial here.....

- viii) To comprehensively provide adequate training, equipment and supervision for any activities to be provided in accordance with the Programme, including procedures to cover medical and other emergencies
- ix) To maintain and operate a proper system of maintenance and/or inspection of all equipment and facilities to be used by the Group
- x) To ensure the safety and well being at all times of the Group whilst they are either taking part in any of the Suppliers activities or services or are on the Suppliers premises or property
- xi) To take appropriate action (including cancelling or curtailing the Programme) if in the opinion of the Supplier any activity or behaviour of the Group or any person associated with the Group is likely to cause distress, damage, danger to or annoy other members of the Group, other customers, employees, property or anyone. And to inform Groupia in writing with a detailed report as to the incident and action taken, within 14 days of the incident
- xii) To make all relevant employees, agents, support staff, and other such person(s) incidental to the successful performance of the Programme aware of their responsibilities and duties under this Agreement
- xiii) The Supplier agrees that not without the prior written consent of Groupia during the currency of this Agreement or for a period of 12 months after the date of Termination/Cancellation of this agreement either on its own account or on behalf of any other legal person and in competition with Groupia directly or indirectly:
 - (a) Solicit attempt to solicit assist to solicit or endeavour to entice away from Groupia any person, firm, company business entity or other organisation who are or were a client, employee or associate of Groupia
 - (b) Other than in a purely social capacity contact deal with or accept work for private gain from any client of Groupia
 - (c) Copy and or supply any programmes originated by Groupia to or for external parties.
- xiv) The supplier accepts up to date insurance must be provided in order to serve the booking appropriately and in keeping with client cover and professional delivery. It further accepts that failure to provide insurance places Groupia in an untenable position and automatically indemnifies Groupia in all instances and outcomes. The supplier also accepts that should up-to-date insurance documents and or confirmation of appropriate professional insurance fail to be provided at the requested time (at least 28 days in advance of renewal) Groupia reserves the right to cancel the booking at anytime without penalty with full refunds (including any deposits) due in full within 48 hours.
 - (a) Should Groupia incur increased costs, penalties or damages due to the failure of the supplier to provide insurance documents and or confirmation then the supplier will be liable for those costs.

9. Claim and Complaint Handling

- In the event of complaints being made by any member of the Group, regarding the services or activities provided by the Supplier, as a minimum standard required the Supplier agrees:
- i) To deal with the complaint in a professional and polite manner, and where possible to resolve the complaint amicably at the time the complaint is raised. No compromise or agreement should be made which effects the position or liability of Groupia without its express authority to do so
 - ii) If the matter cannot be resolved to the satisfaction of the member of the Group then a written record of the complaint must be made and a copy is immediately sent to Groupia to include any action taken or suggestions made by the Supplier to resolve the problem
 - iii) The Supplier will investigate the complaint made and if appropriate obtain witness statements (including names and addresses) from staff and other persons involved in the activities or services forming the basis of the complaint to determine the validity of the complaint
 - iv) In the event that any claim is made against Groupia in respect of the services of the Supplier. The Supplier will co-operate with Groupia in providing details of any witnesses to the circumstances surrounding the claim, any relevant service or maintenance records or any other information that Groupia or its legal advisers deem necessary or relevant in dealing with such claim
 - v) In the event of any legal proceedings being instigated against Groupia, to make available upon reasonable notice any employee or representative of the company to attend such proceedings
 - vi) That failure to supply / support information or documents as requested by Groupia in relation to any complaint made by any member of the Group, regarding the services or activities provided by the Supplier, as detailed in clauses 9.i to 9.v will effectively indemnify Groupia against any responsibility for the complaint.

10. Disclaimers

The Group collectively or per individual member shall not be required by the Supplier to sign a disclaimer unless such document has been forwarded to Groupia for advance Group approval and expressly agreed in writing. Notwithstanding if disclaimers are used they must again be thoroughly explained in full (including implications) to the Group prior to the commencement of the Programme at the point of action. If any member of the Group decides not to continue with any part of the Programme following the introduction / review of a previously unexpressed disclaimer, then full refund for that part of the Programme will apply. Furthermore if the Supplier introduces a disclaimer after confirming the Programme with Groupia, the Supplier will fully indemnify Groupia against any claims.

11. Non Disclosure

The Supplier shall keep strictly confidential, not disclose to any third party and use only for the purposes of this Agreement, all information relating to Groupia Programmes (whether technical or commercial) and to the affairs and business of Groupia and its subsidiary or associated platforms and or companies, whether such information is disclosed to the Supplier by Groupia or otherwise obtained by the Supplier as a result of its association with Groupia, during and after the period of this Agreement. Without prejudice to the generality of the foregoing, where the Supplier is a company within a group of companies and or its activities in pursuance of this Agreement are carried out through a branch office or other local establishment, the said information shall not, without the prior consent of Groupia, be disclosed to other companies within such group and or to any employees of the Supplier who are not employed at the said branch office or local establishment.

12. General

- i) Please note that if any part of these conditions is found to be invalid or unenforceable, then the remainder of them will not be affected but will remain valid and enforceable
- ii) No amendment or variation to the contract or these conditions shall be effective unless in writing and signed by both parties
- iii) This Contract shall be construed in accordance with English law and is subject to the exclusive jurisdiction of the Courts of England & Wales.

13. Accommodation

The Supplier agrees to provide the properties booked by Groupia on the following terms:

- i) The Supplier will provide to Groupia evidence of current and ongoing compliance with all local safety and hygiene regulations applicable to the property including certified copies of all necessary certificates or other documentation;
- ii) The Supplier agrees to allow Groupia or its representative to undertake inspections of all properties currently booked or that may be booked by Groupia. Such inspections may be announced in advance by Groupia or may be undertaken on an unannounced basis. The Supplier agrees to give Groupia or its representative all necessary access and assistance to allow the inspection to be carried to the complete satisfaction of GoGroups;
- iii) The Supplier agrees to notify Groupia without delay of any defects to the properties booked by Go Groups that mean that the property may not comply with all local safety and hygiene regulations applicable to the property;
- iv) *The Supplier agrees to notify Groupia without delay of any complaints raised by customers of Groupia as a result of their occupation of the property*

I certify on behalf of _____ for whom I am authorised to sign this agreement that we are satisfied, in a position to comply and agree with the above terms and conditions. This agreement is made subject to those conditions:

Name:	Name:
Date:	Date:
Signature:	Signature:
Company:	Company: Groupia LTD
Address:	Address: Second Floor, 30-32 Westgate Buildings, Bath, BA1 1EF
Position:	Position:
VAT No:	
Tel:	Tel: +44 1225 474200
Email:	Email: suppliers@groupia.uk

Please retain a copy of this agreement for your records. Please return with a copy of your public liability insurance.