

## BUSINESS CLUB MEMBERSHIP AGREEMENT

This Membership Agreements sets out the terms and conditions relating to membership of our business club which allows you access to business facilities and services at selected Village Hotels ("Village Business Club").

The Village Business Club is operated by Village Hotels is the trading name of VUR Village Trading No 1 Limited, a company incorporated in England and Wales with registered number 418878 ("Village"). This Membership Agreement is between Village and you, the individual applying for membership of the Village Business Club.

Village Hotels participating in the Village Business Club may also have additional terms and conditions relating to their facilities which you have to comply with. All memberships and use of the Village Business Club are subject to: (1) this Membership Agreement; and, (2) individual Village Hotel business club terms and conditions (collectively the "Agreement"). In the case of conflict, individual Village Hotel business club terms and conditions take precedence in relation to access and use of the individual Village Hotel's Business Club facilities and services only. The Agreement takes precedence over any previous terms and conditions or any oral representations made.

You accept and agree these terms by entering, accessing or using any of the facilities that form part of the Village Business Club.

### I. MEMBERSHIP

We offer different types of Village Business Club membership (fees vary between membership types):

- 12 Month Advance Paid Membership
- Flexible Membership
- Leisure Members Business Club Bolt on Membership
- Corporate Business Club Membership

#### I.1 12 MONTH ADVANCE PAID MEMBERSHIP

I.1.1 If you have a 12 Month Advance Paid Membership you will be committed to a minimum 12 months' membership.

I.1.2 Your membership fee must be paid in monthly instalments for a minimum of 12 months.

I.1.3 Monthly instalments are paid by direct debit, in advance of us providing the services

for the month to which the payment relates.

I.1.4 If you cancel your direct debit during the minimum 12 month period, all unpaid monthly instalments that are due or to fall due during the minimum 12 month period shall become immediately due and payable by you.

I.1.5 After the minimum 12 month period, you can terminate your Membership at any time, by giving us one full month's paid notice (Please see the terms regarding giving notice in clause I.5 below).

#### I.2 FLEXIBLE MEMBERSHIP

I.2.1 If you have a Flexible Membership you can terminate this at any time, upon one full month's paid notice. (Please see the terms regarding giving notice in clause I.5 below).

I.2.2 Your membership fee must be paid monthly, by direct debit, in advance of us providing the services for the month to which the payment relates.

#### I.3 LEISURE MEMBERS BUSINESS CLUB BOLT ON MEMBERSHIP

I.3.1 If you are a Leisure Club Member at Village Portsmouth you are entitled to a discounted membership of the Village Business Club for the duration of your Leisure Club Membership.

I.3.2 Your Village Business Club Membership will mirror the terms of payment and duration term of your Leisure Membership, and it is important for you to note that the Term of your Business Club Membership will be for the same term as your Leisure Membership and once you have subscribed for Village Business Club membership you cannot terminate it independently of the Leisure Membership.

#### I.4 CORPORATE BUSINESS CLUB MEMBERSHIP

I.4.1 Corporate Business Club Membership is available to organisations taking a minimum of 6 membership for a 12 Month Term and fees will be collected by direct debit.

I.4.2 Full pre-payment of the 12 month charges for Corporate Membership is required.

I.4.3 After the minimum 12 month period, you can terminate your Membership in its entirety or reduce the number of memberships (provided you still subscribe for a minimum of 6 memberships) at any time, by giving us one full month's paid notice (Please see the terms regarding giving notice in clause I.5 below).

I.4.4 A Membership Card or Cards will be issued for the number of Corporate Business Club Memberships taken and should be used to gain entry into the Business Club.

I.4.5 The Membership Card is transferable

but no more than the total memberships purchased can use the Business Club at any one time.

1.4.6 For Corporate Business Club Memberships the corporate body who owns the membership shall be responsible for issuing the membership cards.

#### 1.5 NOTICES

1.5.1 All memberships are calculated in whole calendar months. This means that if we ask you to give notice of one calendar month, and you give notice in that month, we will treat it as if we received it on the first day of the following month and the notice period will start from that day. (For example: notice to terminate a flexible membership given on 19th May will be treated as starting on 1 June, and the membership will terminate on 30 June).

1.5.2 If you want to give us notice, such notice must be in writing, email is acceptable to the following email address: memberservices@village-hotels.com. The request to cancel should include requested date to cancel membership and reason for cancelling. It is your responsibility to ensure that all email addresses are correct.

#### 2. CHANGES

##### 2.1 TERMS AND CONDITIONS

2.1.1 We will give you at least 14 days' notice, or less if it is not reasonably practicable to give 14 days' notice, in respect of any change to your membership conditions.

2.1.2 In the event that a material change is made to your membership terms and conditions, you shall be entitled to terminate your membership by providing one month's written notice to us, within fourteen days of receiving the notice of the material change.

##### 2.2 CANCELLING OR CHANGING YOUR MEMBERSHIP

2.2.1 Subject to the provisions of this clause you cannot cancel or change your membership during its minimum term. The minimum term for each membership is set out above and is repeated as follows: Advance Membership (12 months); Flexible Membership (1 month) Leisure Club Members Bolt On Membership (as per terms of your Leisure Club Membership).

2.2.2 You may only cancel or change your membership to another type during its minimum term if the following exceptional circumstances apply, you:

- (i) suffer a long-term illness or injury; or
- (ii) lose your livelihood or have a change in your principal place of work or home.

If either of the above exceptional circumstances apply we shall be entitled to request reasonable evidence to provide sufficient proof of the exceptional circumstance. The decision as to whether the membership can be cancelled shall remain in our absolute discretion.

2.2.3 Any change or cancellation to your membership must be made by you by 20th of the month by contacting the Member Services Team at memberservices@village-hotels.com. Any changes made shall incur a reasonable administration fee (details of such notice periods and administration fees are available on request). Changes to membership type requested after the required notice period may not be valid until a later month.

2.2.4 Membership fees will not be refunded unless you cancel within 14 days of joining, save in the event of a serious breach of these terms and conditions on our part.

##### 2.3 CHANGING YOUR DETAILS

It is your obligation to ensure that your contact details are up to date. Please ensure any changes to your postal or email address or telephone number are notified to us. We cannot be responsible for any communications that you do not receive because you did not update your contact details with us.

##### 2.4 PAYING YOUR MEMBERSHIP FEE

2.4.1 If you do not pay your membership fee we will write to you to let you know. If your direct debit instruction is still in force, we may try to take payment again in the following month for the payment you missed and the amount due for the current month.

2.4.2 We may refer any missed payments to a debt collection agency.

2.4.3 If you do not pay your membership fees for more than 30 days, we may at our discretion charge you an administration fee of £25. We may also charge you an administration fee of £10 for each missed payment.

2.4.4 If you do not pay for your membership we may prevent you from using the Village Business Club.

2.4.5 If you want to change your direct debit mandate from one bank to another you must give notice to us by contacting member services at memberservices@village-hotels.com by the 20th of the month. Failure to do so will result in the payment being requested from your existing bank account – should there



be insufficient funds to cover the payment you may incur bank charges.

#### 2.5 PRICING

2.5.1 We reserve the right to increase prices of the membership at any point during the term of the membership. We will give you at least 14 days' notice of any price changes.

2.5.2 We reserve the right to pass on in full any changes in the prevailing rate of Value Added Tax (V.A.T.).

2.5.3 When a standard price increase is made, you are entitled to terminate the remainder of the membership by providing one month's notice to us, within fourteen days of receiving notice of the increase.

### 3. USING THE CLUB

#### 3.1 MEMBERS' ACCESS

3.1.1 You will receive a Membership Card (or other membership pass prescribed by us from time to time) to gain access to the Village Business Club.

3.1.2 An administration fee will be charged to you for a replacement membership card.

3.1.3 We reserve the right to refuse entry to the Village Business Club without a membership card.

#### 3.2 CHILDREN

3.2.1 Children under the age of 18 years will not be permitted to access the Village Business Club.

#### 3.3 GUESTS

3.3.1 Every business club member will receive 1 day pass for a guest each calendar month.

3.3.2 Subject to availability you may introduce one guest on any day to the Village Business Club free of charge using the day pass issued.

An additional 2 guests may be signed in and pay the current guest fee (details of which shall be provided on request). We are not able to take advanced booking for guests.

3.3.3 You must ensure that your guests are fully aware of and adhere to the applicable, terms, conditions, rules and regulations.

### 4. DATA PROTECTION

4.1 We will handle any personal data we collect from you as part of your membership of the Village Business Club in accordance with our Privacy Policy available on our website.

4.2 We will use your data in accordance with our Data Protection Strategy and will process your data fairly and securely and ensure that what we do process is relevant and necessary to your membership and use of the Business Club.

### 5. LIMITATION OF LIABILITY

5.1 Nothing in this Agreement shall limit or exclude our liability for:

- 5.1.1 death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors;
- 5.1.2 fraud or fraudulent misrepresentation; or
- 5.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.

5.2 Subject to clause 5.1, we shall not be liable to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement for:

- 5.2.1 loss of profits;
- 5.2.2 loss of sales or business;
- 5.2.3 loss of agreements or contracts;
- 5.2.4 loss of anticipated savings;
- 5.2.5 loss of use or corruption of software, data or information;
- 5.2.6 loss of or damage to goodwill; or
- 5.2.7 any indirect or consequential loss.

5.3 Subject to clause 5.1, our total liability to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Agreement shall be limited to of the total Charges paid under this Agreement in the 12 calendar months immediately preceding the date of the incident giving rise to the claim.

5.4 The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from this Agreement.

5.5 This clause 5 shall survive termination of this Agreement.

### 6. TERMINATION FOR CAUSE

6.1 Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:

- 6.1.1 the other party commits a material breach of any term of this Agreement and (if such a breach is remediable) fails to remedy that breach within 10 days of that party being notified in writing to do so;





6.1.2 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;

6.1.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

6.1.4 the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under this Agreement has been placed in jeopardy.

6.2 Without affecting any other right or remedy available to us, we may suspend access to the Village Business Club under this Agreement or any other contract between you and us if you fail to pay any amount due under this Agreement on the due date for payment, you become subject to any of the events listed in clause 5.1, or we reasonably believe that you are about to become subject to any of them.

## 7. GENERAL

7.1 Force majeure. Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control.

7.2 Assignment and other dealings.

7.2.1 We may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Agreement.

7.2.2 You shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement [without the prior written consent of we].

7.3 Entire agreement.

7.3.1 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous

agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

7.3.2 Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement.

7.3.3 Nothing in this clause shall limit or exclude any liability for fraud.

7.4 Waiver. A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

7.5 Severance. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

7.6 Third party rights

7.6.1 Unless it expressly states otherwise, this Agreement does not give rise to any rights under this Agreements (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

7.6.2 The rights of the parties to rescind or vary this Agreement are not subject to the consent of any other person.





## 8. GOVERNING LAW & JURSDICTION

8.1 This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with English Law.

8.2 The parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

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