



**SUPPLEMENTAL TERMS & CONDITIONS FOR PURCHASE
OF TEMPORARY ACCOMMODATION - HOTELS**

UK

This agreement is made as per the date of the purchase order

BETWEEN:

(1) The supplier details outlined in the purchase order

and

(2) The agreement is between the purchasing company detailed as per your purchase order (hereinafter a "Party" and collectively "the Parties")

WHEREAS:

(1) The Supplier operates at the premises detailed in the purchase order and makes the Accommodation as herein defined available for hire by customers for temporary accommodation purposes.

(2) Centum wishes from time to time to hire the Accommodation subject to the existing terms and conditions of sale and/or rental agreement(s) (hereinafter the "Supplier Terms") of the Supplier as complemented by the terms and conditions of this Agreement.

It Is Agreed As Follows:

1. Definitions and Interpretation

1.1 In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

Accommodation

means the hotel room and/or the apartment located in the Residence;

Booking

means the complete arrangement of the hire of the Accommodation including, but not limited to, the dates for the Hire Term, the Hire Fees, and Centum's requirements.

[The Booking is attached hereto as Schedule 1];

Booking Confirmation

means the Supplier's acceptance in writing to Centum of the Booking Offer;

Booking Offer

means the offer to engage in a Booking made by Centum to the Supplier;

Business Day

means, any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business in London;

Confidential Information

means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to or in connection with this Agreement (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such);

Data Protection Legislation

means 1) unless and until EU Regulation 2016/679 General Data Protection Regulation ("GDPR") is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations, and secondary legislation (as amended from time to time), in the UK and subsequently 2) any legislation

which succeeds the GDPR;

Deposit

means the security sum payable by Centum under Clause 5 of this Agreement;

Guests

means the person(s) using the Accommodation covered by the Booking on behalf of Centum;

Hire Fees

means the sums payable by Centum for the hire of the Accommodation as determined under Clause 6 of this Agreement;

Hire Term

means the total duration of the Accommodation hire as defined in Clause 4 of this Agreement.

1.2 Unless the context otherwise requires, each reference in this Agreement to:

1.2.1 "writing", and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;

1.2.2 "this Agreement" is a reference to these Supplemental Terms and Conditions for Purchase of Temporary Accommodation and each of the Schedules as amended or supplemented at the relevant time;

1.2.3 a Schedule is a schedule to this Agreement; and

1.2.4 a Clause or paragraph is a reference to a Clause of this Agreement (other than the Schedules) or a paragraph of the relevant Schedule.

1.2.5 a "Party" or the "Parties" refer to the parties to this Agreement.

1.3 The headings used in this Agreement are for convenience only and shall have no effect upon the interpretation of this Agreement.

1.4 Words imparting the singular number shall include the plural and vice versa.

2. Status of this Agreement

2.1 Except if Centum has notified the Supplier that this Agreement shall not apply to specific Booking(s), this Agreement shall serve as a framework agreement for one or more Bookings under the Supplier Terms until this Agreement has been terminated for whatever reason.

2.2 This Agreement shall amend and substitute the relevant parts of the Supplier Terms, and the remainder of the Supplier Terms shall continue to be valid and enforceable.

2.3 If there are no Supplier Terms this Agreement shall be applicable as is.

3. Booking, Booking Offer and Booking Confirmation

3.1 The Booking Offer shall be made in writing and can be made in whatever format including but not limited to Centum sending an e-mail to the Supplier; Centum utilizing an intermediary booking platform; or Centum signing a Rental Agreement.

3.2 A Booking Offer shall be valid provided the Supplier Terms have been presented to Centum in writing prior to Centum making the Booking Offer.

3.3 When making the Booking Offer Centum shall provide the Booking details.

3.4 Upon completion of the Booking Confirmation and if applicable receipt by the Supplier of the Deposit the Accommodation shall be reserved for Centum for the agreed Hire Term subject to the terms and conditions of the Supplier Terms and this Agreement only.

4. Hire Term

4.1 The Hire Term shall be defined in the Booking.

4.2 In the event that Centum wishes to extend the Hire Term, the Supplier shall endeavour to accommodate such requests.

5. Deposit

5.1 Centum shall pay the Deposit only if this is specified in the Supplier Terms and accepted by Centum in the Booking Offer.

5.2 The Deposit can be provided by Centum in the form of cash by bank transfer, pre-authorisation of debit or credit card, escrow deposit or bank guarantee.

5.3 The Deposit shall only provide security for outstanding Hire Fees and not for any other costs including but not limited to extra services provided by the Supplier or damages attributable to Guests.

5.4 The Deposit cannot be paid out to or withdrawn by the Supplier without prior acceptance by Centum in writing.

5.5 Subject to the cancellation provisions of Clause 7 of this Agreement the Deposit shall be refundable.

6. Hire Fees and Payment

6.1 Centum shall pay the Hire Fees to the Supplier in accordance with this Clause 6 as consideration for the hire of the Accommodation and associated services provided by the Supplier.

6.2 Centum shall only pay the Hire Fees and not cover any costs not included in the Hire Fees.

6.3 The Supplier shall invoice the Hire Fees monthly and retrospectively in arrears.

6.4 The first invoice for the Hire Fees shall be issued by the Supplier no earlier than 30 calendar days into the Hire Term, except if the Hire Term is less than 30 calendar days.

6.5 All payments required to be made by Centum pursuant to this Agreement shall be made by credit card, debit card or bank transfer within 30 days of Centum's receipt of the relevant invoice in cleared funds to such bank as the Supplier may from time to time nominate.

6.6 All costs associated with bank transfers from Centum to the Supplier shall be borne by the Supplier.

6.7 Where any payment pursuant to this Agreement is required to be made on a day which is not a Business Day, it may be made on the next following Business Day.

7. Change and Cancellation of Booking

7.1 The following shall apply to change of the Booking by Centum:

7.1.1 After the start of the Hire Term, Centum shall be able to make changes to the Booking and the Hire Term with one week's notice by email to the Supplier.

7.1.2 Any sums paid by Centum in advance for the Booking, including the Deposit, shall be credited pro rata to the next invoice to be raised by the Supplier to Centum.

7.1.3 [Notwithstanding any changes to the Hire Term pursuant to sub-Clause 7.1.1 the Accommodation shall remain at the disposal of Centum for the full original Hire Term.]

7.2 The following shall apply to cancellation of the Booking by Centum:

7.2.1 Centum may cancel the Booking at any time prior to the start of the Hire Term and the Supplier shall refund all sums paid by Centum in advance for the Booking, including the Deposit.

7.2.2 After the start of the Hire Term, Centum may cancel the Booking with one week's notice by email to the Supplier and the Supplier shall refund pro-rata any sums paid by Centum in advance for the Booking, including the Deposit.

7.3 Where a refund is due to Centum under this Agreement it shall be paid by the Supplier by the same payment method as used by Centum without undue delay and in any case within three Business Days of the event triggering such refund.

8. Utilities

Unless expressly stated otherwise, the use of all utilities including gas, electricity and water shall be

included in the Hire Fees. No additional charges shall be levied.

9. Good Order and Nuisance

Centum shall use its best endeavours to keep all Guests under a reasonable level of control.

This obligation shall extend to noise levels, general behaviour and sobriety; however, the Supplier understands and agrees that Centum shall not be liable for any adverse effects of and/or damage prompted by the Guest(s).

10. Liability and Indemnity

10.1 Centum shall not be liable for any personal injury or damage to the Residence and/or the Accommodation or other property covered by the Booking which occurs before, during or after the Hire Term save for personal injury which is attributable directly to Centum.

10.2 Centum shall not be liable for any other loss or damage arising out of any circumstances beyond its reasonable control.

10.3 If the Supplier wishes to let the Guests be personally liable for damage to the Residence and/or the Accommodation or other property covered by the Booking during the Hire Term, the Supplier shall secure the acceptance in writing of the Guests. Such personal liability shall be irrelevant to Centum.

10.4 The Supplier shall be fully responsible for the acts and omissions of the Hired Personnel during the Hire Term (or the relevant part thereof) and shall fully indemnify the Company in respect of all claims howsoever arising for any damage or loss occasioned to property or persons in connection with the Hired Personnel.

10.5 Nothing in these Terms and Conditions restricts the Parties' liability for death or personal injury arising out of any act or omission of the Parties.

11. Data Protection

All personal information relating to staff of Centum that the Supplier may use shall be collected, processed, and held in accordance with the provisions of the Data Protection Legislation and the data subjects' rights under the GDPR.

12. Confidentiality

12.1 Each Party undertakes that, except as provided by sub-Clause 12.2 or as authorised in writing by the other Party, it shall, at all times during the continuance of this Agreement and 10 years after its termination:

12.1.1 keep confidential all Confidential Information;

12.1.2 not disclose any Confidential Information to any other party;

12.1.3 not use any Confidential Information for any purpose other than as contemplated by and subject to the terms of this Agreement;

12.1.4 not make any copies of, record in any way or part with possession of any Confidential Information; and

12.1.5 ensure that none of its directors, officers, employees, agents, sub-contractors or advisers does any act which, if done by that Party, would be a breach of the provisions of sub-Clauses 12.1.1 to 12.1.4 above.

12.2 Either Party may:

12.2.1 disclose any Confidential Information to:

12.2.1.1 any sub-contractor or supplier of that Party;

12.2.1.2 any governmental or other authority or regulatory body; or

12.2.1.3 any employee or officer of that Party or of any of the aforementioned persons, parties or bodies; to such extent only as is necessary for the purposes contemplated by this Agreement (including, but not limited to, the provision of the Services), or as required by law. In each case that Party shall first inform the person, party or body in question that the Confidential Information is confidential and (except where the disclosure is to any such body under sub-Clause 12.2.1.2 or any employee or officer of any

such body) obtaining and submitting to the other Party a written confidentiality undertaking from the party in question. Such undertaking should be as nearly as practicable in the terms of this Clause 12, to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made; and

12.2.2 use any Confidential Information for any purpose, or disclose it to any other person, to the extent only that it is at the date of this Agreement, or at any time after that date becomes, public knowledge through no fault of that Party. In making such use or disclosure, that Party must not disclose any part of the Confidential Information which is not public knowledge.

12.3 The provisions of this Clause 12 shall continue in force in accordance with their terms, notwithstanding the termination of this Agreement for any reason.

13. Force Majeure

13.1 No Party to this Agreement shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party.

Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, epidemics and pandemics, governmental action or any other event that is beyond the control of the Party in question.

13.2 In the event that a Party to this Agreement cannot perform their obligations hereunder as a result of force majeure for a continuous period of 10 Business Days, the other Party may at its discretion terminate this Agreement by written notice at the end of that period. At which point all deposits and credit become refundable.

14. Term and Termination

14.1 This Agreement shall come into force on the date of the first Booking Confirmation issued by the Supplier and shall continue indefinitely until

terminated.

14.2 This Agreement can at any time be terminated by Centum by providing 5 Business Days' notice in writing.

14.3 Either Party may immediately terminate this Agreement by giving written notice to the other Party if:

14.3.1 any sum owing to that Party by the other Party under any of the provisions of this Agreement is not paid within 30 Business Days of the due date for payment;

14.3.2 the other Party commits any other breach of any of the provisions of this Agreement and, if the breach is capable of remedy, fails to remedy it within 10 Business Days after being given written notice giving full particulars of the breach and requiring it to be remedied;

14.3.3 an encumbrancer takes possession, or where the other Party is a company, a receiver is appointed, of any of the property or assets of that other Party;

14.3.4 the other Party makes any voluntary arrangement with its creditors or, being a company, becomes subject to an administration order (within the meaning of the Insolvency Act 1986);

14.3.5 the other Party, being an individual or firm, has a bankruptcy order made against it or, being a company, goes into liquidation (except for the purposes of bona fide amalgamation or re-construction and in such a manner that the company resulting therefrom effectively agrees to be bound by or assume the obligations imposed on that other Party under this Agreement);

14.3.6 anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to the Supplier;

14.3.7 that other Party ceases, or threatens to cease, to carry on business; or

14.4 For the purposes of sub-Clause 14.2.2, a breach shall be considered capable of remedy if the Party in

breach can comply with the provision in question in all respects.

14.5 The rights to terminate this Agreement given by this Clause 14 shall not prejudice any other right or remedy of either Party in respect of the breach concerned (if any) or any other breach.

15. Effects of Termination

Upon the termination of this Agreement for any reason:

15.1 any sum owing by either Party to the other under any of the provisions of this Agreement shall become immediately due and payable;

15.2 all Clauses which, either expressly or by their nature, relate to the period after the expiry or termination of this Agreement shall remain in full force and effect;

15.3 termination shall not affect or prejudice any right to damages or other remedy which the terminating Party may have in respect of the event giving rise to the termination or any other right to damages or other remedy which any Party may have in respect of any breach of this Agreement which existed at or before the date of termination;

15.4 subject as provided in this Clause 15 and except in respect of any accrued rights neither Party shall be under any further obligation to the other; and

15.5 each Party shall (except to the extent referred to in Clause 12 immediately cease to use, either directly or indirectly, any Confidential Information, and shall immediately return to the other Party any documents in its possession or control which contain or record any Confidential Information.

16. No Waiver

No failure or delay by either Party in exercising any of its rights under this Agreement shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of this Agreement shall be deemed to be a waiver of any subsequent breach of

the same or any other provision.

17. Further Assurance

Each Party shall execute and do all such further deeds, documents and things as may be necessary to carry the provisions of this Agreement into full force and effect.

18. Costs

Subject to any provisions to the contrary each Party to this Agreement shall pay its own costs of and incidental to the negotiation, preparation, execution and carrying into effect of this Agreement.

19. Set-Off

Neither Party shall be entitled to set-off any sums in any manner from payments due or sums received in respect of any claim under this Agreement or any other agreement at any time. We may want to set all bills.

20. Relationship of the Parties

Nothing in this Agreement shall constitute or be deemed to constitute a partnership, joint venture, agency or other fiduciary relationship between the Parties other than the contractual relationship expressly provided for in this Agreement.

21. Third Party Rights

21.1 No part of this Agreement is intended to confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

22. Notices

22.1 All notices under this Agreement shall if not otherwise specified herein be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.

22.2 Notices shall be deemed to have been duly given:

- 22.2.1 when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient;
- or

22.2.2 when sent, if transmitted by facsimile or e-mail and a successful transmission report or return receipt is generated; or

22.2.3 on the fifth Business Day of following mailing, if mailed by national ordinary mail, postage prepaid; or

22.2.4 on the tenth Business Day following mailing, if mailed by airmail, postage prepaid.

In each case notices shall be addressed to the most recent address, e-mail address, or facsimile number notified to the other Party.

23. Counterparts

This Agreement may be entered into in any number of counterparts and by the Parties to it on separate counterparts each of which when so executed and delivered shall be an original, but all the counterparts together shall constitute one and the same instrument.

24. Severance

In the event that one or more of the provisions of this Agreement is found to be unlawful, invalid or otherwise unenforceable, that / those provision(s) shall be deemed severed from the remainder of this Agreement. The remainder of this Agreement shall be valid and enforceable.

25. Law and Jurisdiction

25.1 This Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of the jurisdiction of the Supplier Terms.

If there are no Supplier Terms this Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of the jurisdiction of the relevant Centum entity.

25.2 Any dispute, controversy, proceedings or claim between the Parties relating to this Agreement (including any non-contractual matters and obligations arising therefrom or associate therewith) shall fall within the jurisdiction of the courts of the

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jurisdiction determined by 25.1.

Booking

<<Insert full details of the booking including, but not limited to Hire Term, Hire Fees, Centum's requirements etc.>>

SCHEDULE 1

THIS SCHEDULE IS ONLY TO BE USED

IF BOOKING IS NOT ONGOING WITH THE SUPPLIER

See attached purchase order




UK OFFICE

38C Airfield Road,
Toomebridge, Co.Antrim, BT41 3SG

 www.centum.ie

 info@centum.ie

 + 44 (0) 287 965 0888