

SUPPLIER AGREEMENT

This Agreement and the Terms and Conditions apply to all Programme bookings made between: (1) Groupia Ltd (trading as one or any of Groupia, StagWeb, GoHen, Company Away Days, Teams on Tour and Groupia School Trips), whose company number is 04368234 and whose registered office is at 2nd Floor, 30-32 Westgate Buildings, Bath, Somerset BA1 1EF (“Groupia”); and (2) [REDACTED] AND [REDACTED] (the “Supplier”) (“Agreement”).

By signing this Agreement, this Agreement and the Terms and Conditions are accepted by the Supplier and shall apply to all Programmes and Services provided by the Supplier. The Supplier agrees to inform all relevant personnel of this Agreement and the Terms and Conditions and shall be responsible (together with such personnel) for ensuring that this Agreement and the Terms and Conditions are complied with.

Interpretation

In these Terms and Conditions the following terms shall have the following meanings:

- “**Booking Confirmation**” – as defined in clause 3.4
- “**Booking Request**” – as defined in clause 3.2
- “**Connect**” - the online supplier management platform hosted by Groupia;
- “**Contract**” - together, this Agreement, the Terms and Conditions and the Booking Request.
- “**Group**” - the group of Groupia clients attending the Programme.
- “**Event Date**” – the date from which the Programme will commence, as stated in the Booking Request.
- “**Programme**” - the activities, entertainment, accommodation and associated services that make up the relevant event.
- “**Services**” – as defined in clause 3.4.1
- “**Terms and Conditions**” – the terms and conditions contained at <https://www.groupia.com/suppliers/terms/terms>

1. Contract

- 1.1. If there is any conflict or ambiguity between the terms of this Agreement, the Terms and Conditions and the Booking Request the following precedence shall apply (1) this Agreement (2) the Terms and Conditions (3) Booking Request, unless the Contract expressly states otherwise.
- 1.2. The Contract shall commence on the date when this Agreement has been signed by all parties and shall continue, unless terminated earlier in accordance with clause 5, until Groupia gives the Supplier 60 days written notice to terminate
- 1.3. This Agreement, the Terms and Conditions and the Booking Request apply to the exclusion of any other terms that the Supplier may seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2. Rates and Prices

- 2.1. The Supplier understands and agrees that, in furtherance of successful cooperation between the parties, the pricing the Supplier offers to Groupia must be the most competitive available and must also be consistent during any applicable period.
- 2.2. The Supplier agrees to offer Groupia a bespoke, discounted rate on any public pricing, allowing Services & Products to be incorporated as part of a Programme.

3. Making a Booking

- 3.1. Groupia will contact the Supplier (by telephone or email using such details as may be provided by the Supplier from time to time) to establish the availability of a Programme.
- 3.2. Upon the Supplier’s confirmation of the availability of a relevant Programme, Groupia will send the Supplier a booking request (in such form as may be agreed between the parties from time to time) to confirm the reservation of activities, accommodation, entertainment, other associated services and the price for the Group in connection with that Programme (“**Booking Request**”).
- 3.3. Each Booking Request shall be part of this Contract and shall not form a separate contract.
- 3.4. Promptly and in any event within 48 hours of receipt of the Booking Request, the Supplier will send to Groupia a booking confirmation or confirm the booking via Connect (“**Booking Confirmation**”), to include:
 - 3.4.1. an itinerary of the activities, entertainment, accommodation and associated services included in the Programme (“**Services**”);
 - 3.4.2. specific details of any Services not included in the Programme;
 - 3.4.3. confirmation of the price per person of the Programme, including any special requests regarding payment and any and all additional charges chargeable to the Group in accordance with clause 3.5 below;
 - 3.4.4. notification of any damage/breakage/security deposits and relevant amount(s) to be paid/arranged in advance by the Group;
 - 3.4.5. confirmation of any restrictions, conditions, limitations or requirements regarding the use or performance of any Services included within the Programme, which have been notified in advance in accordance with clause 3.5 below; and
 - 3.4.6. any restrictions regarding the number, or minimum numbers, of people required for a Group.
- 3.5. The Supplier shall notify Groupia in writing of any restrictions, conditions, limitations or requirements affecting the use or performance of the Programme or any Service at least 24 hours in advance of sending the Booking Confirmation. If such notice is

not provided in advance of the Booking Confirmation the relevant Booking Request shall not form part of the Contract between Groupia and the Supplier and Groupia shall not be bound by any Booking Request if such notice has not been provided in advance.

4. Payment

- 4.1. The charges for the Services shall be set out in the Booking Request and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services ("**Charges**"). Unless otherwise agreed in writing by Groupia, the Charges shall include all costs and expenses (direct or indirect) of the Supplier in connection with the performance of the relevant Services and Programme.
- 4.2. In consideration of the supply of the Services and Programme by the Supplier, Groupia shall pay the charges in accordance with this clause 3. The Charges and all other monies referred to by either party shall be in pound sterling (GBP £) and inclusive of VAT unless otherwise agreed in writing between the parties.
- 4.3. Unless otherwise agreed in writing between the parties, the Supplier will invoice Groupia fourteen (14) days in advance of the Event Date. Each invoice shall include such supporting information required by Groupia to verify the accuracy of the invoice.
- 4.4. Groupia shall pay undisputed invoiced amounts by bank transfer or debit card within seven (7) days of the Event Date, unless otherwise agreed in writing between the parties.
- 4.5. Groupia may at any time, without notice to the Supplier, set off any liability of the Supplier to Groupia against any liability of Groupia to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract. If the liabilities to be set off are expressed in different currencies, Groupia may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by Groupia of its rights under this clause shall not limit or affect any other rights or remedies available to it under the Contract or otherwise.
- 4.6. If Groupia fails to make any undisputed payment due to the Supplier under the Contract by the due date for payment, then, Groupia shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 2% a year above the Bank of England's base rate from time to time, but at 2% per annum for any period when that base rate is less than 0%.

5. Termination / Cancellation of Programmes

- 5.1. At any time up to twenty-eight (28) days prior to the Event Date, Groupia may terminate a Programme without any liability to the Supplier by service of written notice to the Supplier, unless agreed in writing by or on behalf of both parties. In the event of such termination notice being served by Groupia the Supplier's rights are limited to the retention of any deposit paid by Groupia to the Supplier in respect of that Programme.
- 5.2. In the event that a Programme or a particular Service is affected by 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 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 (a "**force majeure event**") then (unless otherwise agreed in writing by the parties) the Programme and related Services shall be deemed to have been terminated without any liability to either party and the Supplier will return to Groupia all monies (including all deposit(s)) paid to the Supplier in respect of the Programme.
- 5.3. If the Supplier consistently cancels or alters Programmes or provides a Service or Services below the agreed level of expectation (including pricing and costs) and/or reasonable performance standards, Groupia reserves the right to terminate all Programmes and the Contract with immediate effect on written notice to the Supplier (including any Programmes having Event Dates within thirty-five (35) days from the date of Groupia's termination notice).
- 5.4. Without affecting any other right or remedy available to it, either party may terminate the all Programmes and the Contract with immediate effect by giving written notice to the other party if:
 - 5.4.1. the other party commits a material breach of any term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;
 - 5.4.2. the other party enters administration, liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), a winding up resolution is passed (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 or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; or
 - 5.4.3. 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.

6. Groupia's position & liability

- 6.1. Groupia will use all reasonable effort to ensure the accuracy of any information supplied to the Supplier regarding the Group and the Programme.
- 6.2. Groupia will respond in a timely manner to requests from the Supplier for information or clarification.
- 6.3. Groupia will not be liable for any liability, cost, expense, damage and/or loss suffered by the Supplier or any third party arising directly or indirectly from the actions or omissions of any member of the Group.
- 6.4. The Supplier agrees to indemnify, and keep indemnified, Groupia against all liabilities, costs, expenses, damages and losses

(including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis)) and all other reasonable professional costs and expenses) suffered or incurred by Groupia arising out of or in connection with any claim made against Groupia by a Group member or any third party arising out of, or in connection with, the Contract, the Programme or the supply of the Services.

6.5. Groupia's total liability to the Supplier shall not exceed the total amount of Charges paid by Groupia in during the 12-month period immediately preceding the incident giving rise to such liability. Groupia's total liability includes liability in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract. Nothing in this Contract limits any liability that cannot be limited by law.

7. General

7.1. **Entire agreement:** The Contract 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.

7.2. **Governing law:** The Contract, 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 the law of England and Wales.

7.3. **Jurisdiction:** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

Signed on behalf of the Supplier:

I certify on behalf of [] for whom I am authorised to sign this agreement, that I / we have read all pages of these Terms and Conditions and are satisfied and able to comply and agree with them. I/we acknowledge and agree that the Contract comprises these Terms and Conditions.

Signed: _____

Counter-signed: _____

For and on behalf of []

For and on behalf of Groupia Ltd

Name:

Name: Steve Roddy

Position:

Position: Director

Date:

Date:

Supplier details

Groupia details

Full company name:

Full company name: Groupia Ltd

Company number:

Company number: 04368234

VAT number:

VAT number: GB811100603

Registered address:

Registered address: 2nd Floor, 30-32 Westgate Buildings,
Bath, Somerset BA1 1EF

Telephone:

Telephone: +44 (0) 1225 474200

Email:

Email: suppliers@groupia.com

Website:

Website: www.groupia.com