



MIKI TRAVEL LIMITED

BOOKING AND WEBSITE USE TERMS AND CONDITIONS FOR mikiNet & Interface RESERVATION SYSTEMS

Effective from 1 August 2016

1 Terms and conditions

- 1.1 These are the terms and conditions on which you may make use of the mikiNet website and XML b2b Interface reservation systems (hereafter collectively known as 'mikiNet') and on which the travel services listed on mikiNet ('Products') are available for booking by you. Please read these terms and conditions (which include our Processes and Policies document and any hyper-linked sections) carefully before you start to use mikiNet or book any Products through mikiNet. By using mikiNet, or booking any Products, you agree to be bound by these terms and conditions. If you do not accept these terms and conditions you should refrain from using mikiNet.
- 1.2 These terms and conditions shall be effective from the date set out above. All bookings and Contracts (as defined in clause 6 below) shall be subject to these terms and conditions. We have the right to revise and amend these terms and conditions from time to time by posting a notice of change on mikiNet. Any such variation shall take effect from the date specified. You will be subject to the terms and conditions in force at the time that you use mikiNet or make a booking. You should print a copy of these terms and conditions for future reference.

2 Information about us

This web site is provided by Miki Travel Limited ('Miki', "We", "Us", "Our"). We are registered in England and Wales under company number 01509274 and have our registered office at Vintners' Place, 68 Upper Thames Street, London EC4V 3BJ.

3 Access to and use of mikiNet

- 3.1 Access to mikiNet is at our sole discretion. Internet access codes issued to you by Miki must be treated by you as confidential, kept secure and not disclosed by you to any third party. We have the right to disable any access code and/ or to terminate your account, at any time, if in our opinion you have failed to comply with any of the provisions of these terms and conditions or we consider your financial or credit status to be unsatisfactory.
- 3.2 A security deposit to the value requested by Miki must be lodged with Miki before access codes are issued. No interest will be payable. This security deposit will only be refunded by Miki upon termination of your account if there are no monies owing to Miki. If we disable

access or terminate your account for any reason, we reserve the right to set off against the security deposit any sums owed to us by you and any losses or expenses incurred by Miki which arise out of any breach by you of these terms and conditions.

- 3.3 You are responsible for ensuring that all persons who access our site through your internet access codes are aware of these terms, agree to be bound by and to comply with them. You are fully responsible for, and will make payment for all bookings made on our site using your access codes.
- 3.4 You are responsible for making all arrangements necessary for you to have access to mikiNet. We reserve the right to withdraw or amend the service we provide on mikiNet without notice. We will not be liable if for any reason mikiNet is unavailable at any time or for any period. From time to time, we may restrict access to some parts of our site, or our entire site, to any or all users.
- 3.5 You must not misuse mikiNet by knowingly introducing viruses or other material which is malicious or technologically harmful or via a denial-of-service attack. You must not attempt to gain unauthorised access to mikiNet or any part of our system.

4 Your Status

- 4.1 You agree to use mikiNet to book Products on your own behalf for resale to your customers; you agree that you are not acting and that you will not hold yourself out as acting as an agent for Miki; and you agree that you are acting as principal in purchasing Products through Miki.
- 4.2 You will not misrepresent the relationship between you and us, nor create the impression that your customers are our customers. Miki will not accept any direct communication with your agents / customers and we will refer them back to you in all cases. Customers who purchase Products through a booking made by you on our site will be your customers.

5 Our Status

- 5.1 Miki's sole role is to provide, through MikiNet, an online platform through which you may make reservations of the Products. You understand and agree that our role and responsibility is limited to making the booking in accordance with your instructions. We do not provide, or in any way control, or make checks on, any of the hotels or other services you book and you agree that such responsibility rests with the relevant supplier. You agree that you will not in any way represent to third parties that our function is different to how it is described in this clause.
- 5.2 Miki shall, in some cases, act as agents of a third party supplier, such as a transport carrier, tour operator or hotel. We will advise you where this is the case. What this means is that by making a booking for the Products you are entering into a Contract with the third party supplier. If Miki book Products with different third party suppliers, you will have separate Contracts with each of them. If your booking is an "e-business" booking, the Products are provided (unless we advise otherwise) under a Contract with H.I.S. Company Limited ("H.I.S."), a company established in Japan, whose registered office is at 6-8-1 Nishi-Shinjuku, Shinjuku, Tokyo 163-6028, Japan, and Miki is acting as H.I.S.'s agent. In all other cases, Miki acts as a principal. This means that the Contract is between Miki and you.
- 5.3 All Contracts are subject to these terms and conditions which must be communicated to your customers at the time of booking without reference to Miki.
- 5.4 In all cases, any relevant third party suppliers' conditions will also apply to the Contract in relation to the Products to be provided. In the event of any conflict between the third party suppliers' conditions and these terms and conditions, the third party suppliers' conditions will

prevail, save to the extent that any term in the third party suppliers' conditions is deemed to be invalid or unenforceable, or is contrary to clause 13, in which event these terms and conditions will prevail.

6 Bookings

- 6.1 Reservation requests through mikiNet are treated as offers to enter into legally binding contracts. A contract will only be formed if we accept your reservation ('Contract'). We will usually send you a booking confirmation, but, if you do not receive this, it is your responsibility to check the status of your booking with Miki. The Contract will relate only to those Products specified in the booking confirmation. We will not be obliged to supply any other Products which may have been part of your reservation request unless they have been specified in a separate booking confirmation.
- 6.2 Only Products for which we show prices on mikiNet can be selected and booked through mikiNet. The Electronic Booking Process for making new bookings, or modifying or cancelling existing bookings must be followed to ensure that Miki receive all your requests. If you do not follow the correct process, Miki may not receive your request. Manual requests made by phone, fax or email will not be accepted. We will not honour any rate you claim to have obtained in any way other than through mikiNet. Please refer to Electronic Booking Process for details.

7 Rates, Payments and Refunds

- 7.1 Rates are confidential and must never be disclosed to any third party. Any instance of rate disclosure may result in access to our site being denied, and the cancellation of any or all bookings made by you.
- 7.2 All rates are valid for the leisure market only. We will not be obliged to honour any booking if it transpires that your customer is not travelling for leisure purposes. Service providers may refuse to honour our contract rate and charge a higher rate to the customer directly. We shall not be liable to you or to your customer if services are not provided or for any such rate increases.
- 7.3 Some rates may only be sold as part of a package. We will inform you, through the tariff, of the rates that must be packaged. For package rates, you may only utilise such rates when they are packaged with transport or other relevant services. You may not offer these rates as room only inventory in any manner. The prices for each of the package components shall not be itemised, disclosed to or discernible by your customers at any time. For information on other restrictions please see Hotel Internet Sales policy.
In all circumstances, subject to clause 7.4, you will be invoiced at the rates valid at the time of booking confirmation. Please note that name changes and amendments may result in the price being recalculated.
- 7.4 Rates quoted on mikiNet are liable to change at any time, but changes will not affect Products in respect of which we have already sent you a booking confirmation, except that we reserve the right to amend all prices, even after confirmation, in the event of changes in government taxes or currency fluctuation of 2 % or more.
- 7.5 While we try and ensure that all rates on our website are accurate, errors may occur. We are under no obligation to provide Products to you if an incorrect rate has been stated.
- 7.6 Bookings made for special event periods may incur special booking conditions and rates. You will be notified if these conditions and rates apply at the time of booking.
- 7.8 For credit account customers, invoices will be issued on the commencement date of the service. Payment in full for the previous calendar month's invoices must reach us by the 20th day of the current calendar month. A full breakdown of your payment must be forwarded at the same time to our accounts department. Immediate payment on demand is required in all

cases where you exceed your monthly credit limit, or your account may be suspended and your bookings may be cancelled. Payment must be made in Euros or any other currency agreed in writing by us, by electronic transfer direct to our bank at the address we provide to you.

- 7.9 For all other customers, payment in full for all Products must be made in Euros (or any other agreed currency) and may be made on-line by bank transfer, credit or debit card at the time of booking or at any time by the payment deadline specified on the system. Credit cards registered in certain jurisdictions may not be accepted. If payment is not made by the payment deadline, your booking will be cancelled.
- 7.10 All invoices must be paid in full. Deductions are not permitted and any rights of set off are specifically excluded. If there is a bona fide claim against any invoice for whatever reason, you must inform us of the full details in writing within 28 days of the date of invoice. Claims made after this period will not be considered by us.
- 7.11 If payment is not received upon the due date in accordance with these conditions, we reserve the right to:
- (a) suspend your access to our systems; and/or
 - (b) terminate with immediate effect any or all Contracts with you at our discretion and without any liability to us; and/or
 - (c) demand prepayment for existing bookings as a condition of their not being cancelled; and/or
 - (d) charge interest on a daily basis at a rate of ten percent per annum calculated on the total amount of each outstanding invoice from the date of issue, until the date of payment together with all costs (legal or otherwise) and expenses incurred by us or on our behalf in the collection of any overdue amount.
- 7.12 We will make a refund for those bookings which have been paid for in full and subsequently cancelled or amended provided that those bookings are eligible for refund in accordance with the relevant Cancellation and Amendment policies referred to in these terms and conditions. Where payment has been made by debit/credit card, any refund will automatically process to the original credit/debit card account that was used to pay for the booking and no other methods of refund will be possible. Refunds may take several working days to process. In the event of any chargebacks, unless we have otherwise agreed with you in writing, you will indemnify Miki in full for the amount of any chargeback.
- 7.13 In the event that a customer checks out of a hotel before the scheduled departure date, the customer must obtain written confirmation of the departure date and time from the hotel. This document is only proof of early departure and does not guarantee that there will be no charges. Most hotels will charge for all the nights originally booked during busy periods. In order to claim a refund (if one is available), this signed document must be sent to Miki within 28 days of departure. No refund requests will be considered without the signed document from the hotel or following the expiry of the 28 days since departure period.

8 Cancellations and Amendments

- 8.1 As a general rule, the system is locked against cancellations and amendments 24 hours before the date of arrival. If different, you will be advised at the time of booking of the cancellation and amendment deadline for that booking.
- 8.2 Office hours are daily except UK public holidays, from 09:00 hours until 17:30 hours UK time (Sunday 09.00 to 15.00). Outside of office hours there is an emergency contact number + 44 207 507 5086.

- 8.3 Cancellations / modifications required after the system has been locked must be made in writing and sent by email / fax to Miki during office hours only to mikinet@group-miki.com or fax + 44 207 507 5918 during office hours (Weekends +44 207 507 5086). Communications received outside of office hours will be deemed to have been received at 09.00 the first following office day. We will usually send you confirmation of your cancellation or amendment. Without the confirmation, you should not assume that the booking has been cancelled or amended. It is your responsibility to obtain cancellation confirmation from us. Failure to do so will result in 'no show' charges being raised and may invalidate any refund claim you may have.
- 8.4 Cancellations or amendments may not be made directly with hotels or other third party suppliers and no liability for the same will be accepted by Miki.
- 8.5 We reserve at our absolute discretion the right to cancel bookings made in mikiNet if they appear to have been made for the purpose of "holding space" for future sale or otherwise made in bad faith or contrary to these terms and conditions.
- 8.6 We have the right to cancel any booking, in case of an error or a mistake made by us or the hotel regarding a rate, an allocation or a booking in which case we will not be obliged to pay you any compensation other than to refund any sums paid by you to us for such booking.

Please refer to further information on Cancellation Policies for specific Products

9 Vouchers

- 9.1 We permit you to use your trade mark (for example, your logo) on vouchers issued in accordance with our policies. In doing so, you warrant to us that: (i) you either own, or have a valid licence to use, the trade mark on the voucher; and (ii) that the use of the trade mark will not infringe the intellectual property rights of any third party.
- 9.2 You shall indemnify Miki on demand from and against all liabilities, losses, damages, costs and expenses (including reasonable legal fees) in relation to any claim brought against Miki as a result of your use of trade mark or logo on a voucher infringing a third party's intellectual property rights.

Please refer to further information on the issuing and use of Vouchers

10 Complaints

- 10.1 Any complaint about the accommodation or other service should be directed to the hotel or other service provider immediately, with a copy to Miki. The only complaints that may be sent to us should be those connected with our service. We will not, in any event, handle any complaint that was not brought to the attention of the hotel or other service provider at the time of the service and we will not deal with any complaints received more than 28 days after the event.
- 10.2 Occasionally hotels schedule closures after bookings have been taken. We will advise you of any such closures as soon as we become aware of them, and whilst we may assist you in finding alternative accommodation, we will not be responsible for finding alternative accommodation, nor will we be responsible for any differences in price between the original hotel and the new hotel.
- 10.3 Hotels undertake renovations. We advise you in our monthly newsletter of those that we are made aware of. We will not accept requests for refunds or complaints if a hotel is carrying out

renovations that we were not aware of, nor if the work is not finished by the date informed to you in the newsletter/and or which are not of a material nature.

11 Termination of the agreement

Without affecting our other rights under any Contract, we may terminate this agreement and or any Contract on immediate written notice if you:

- 11.1 fail to pay any sum due under a Contract; and/or
- 11.2 breach any of your obligations and in the event that such breach is capable of remedy, fail to cure such breach within 7 days of receiving notice from us specifying the breach; and/or
- 11.3 go into compulsory or voluntary liquidation; and/or
- 11.4 have an administrator appointed or if a receiver, administrative receiver or manager is appointed over any part of your assets or business; and/or
- 11.5 cease or threaten to cease your business; and/or
- 11.6 cease to have any trade membership or licence which you require to operate your business; and/or
- 11.7 if you breach the terms of other agreements with Miki, for example your confidentiality agreement

12 Disclaimer, Use of Material and Indemnity

- 12.1 For the purposes of this clause any reference to "Material" shall mean any materials and/or information including, but not limited to, any pictures, images, trademarks, brand names, logos, signs, data, databases, software, designs, names or any other material relating to a Product that Miki may provide to you from time to time.
- 12.2 Miki is the owner or the licensee of all intellectual property rights in our site, and in the Material contained within the mikiNet booking system. Copying and use of the Material without our written consent is forbidden.
- 12.3 The Product information contained on mikiNet is provided by the relevant supplier. Miki takes all reasonable measures to ensure that the information contained on this site is accurate. However Miki does not warrant or represent its accuracy and we shall not be held liable for any direct or indirect loss or damages to you or any third party arising out of or in connection with your use of this site or if the information proves to be inaccurate in any way.
- 12.4 In order to protect the reputation of the third party supplier you will ensure that you use the Material as provided by us or as approved by us in writing and through such mediums and systems as are approved by us in writing. By giving our approval to any use of the Material we do not give any warranty, representation or guarantee, express or implied, of any kind as to the suitability or validity of the Material.
- 12.5 You will only use the Material for the purposes of promoting the relevant Product during the term of this agreement. Upon termination of this agreement for any reason you will immediately return the Material (together with any copies thereof) to us and cease to use the Material.
- 12.6 You will indemnify and keep us, our parent company, directors, officers, employees and representatives indemnified against all loss, damage or liability incurred by us including all costs, claims, suits, actions, proceedings, damages, losses, penalties, fines, liabilities and

expenses of investigation and defence of any claim (including legal fees and disbursements, consultants fees and disbursements) (consequential or otherwise) arising directly or indirectly out of:

- (a) a failure by you, your employees or agents to comply with or acting in contravention of any applicable present and future authorisations, registrations, duties of care, codes of conduct, regulations, notices, permits, consents, approvals and licences issued, imposed or directed by any relevant body relating to the protection of the environment, use of property, harm to human health, injury, damage or loss whatsoever to any person or property owned or occupied by you, brought against us; and/or
- (b) use of the Material by you other than in accordance with this clause; and/or
- (c) the deliberate act, error or omission of yours or of your employees or agents; and/or
- (d) any failure by you, your employees or agents to comply with any provision of these terms and conditions and or any Contract.

13 Liability

- 13.1 Nothing in this Agreement limits or excludes the liability of either party for death or personal injury resulting from that party's negligence, fraud by it or its employees, or any other act or omission the liability for which may not be excluded or limited under applicable law. Each of clauses 13.2 – 13.9 below are subject to this stipulation.
- 13.2 We are responsible only for making reservations for hotels and other services for you and your customers, and do not provide, or in any way control, or make checks on, any of the hotels or other services you book. Our responsibilities are limited to making the booking in accordance with your instructions. Accordingly we shall not be liable to you or your customer for any injury, illness, loss, damage, accident, theft, delay or any other irregularity that may arise directly or indirectly out of any actions of hotels, other service providers, company or person rendering or providing services reserved through Miki or in connection with the customer's stay at the hotel.
- 13.3 We shall not be liable to you or your customer by reason of any representation, or any implied warranty, condition or other term, or any duty at common law, or under the terms of or in connection with this agreement, for loss of profits or business (whether direct or indirect), anticipated savings or any incidental or consequential loss or damage, costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence or breach of statutory duty of Miki or its employees) which arise out of or in connection with services provided by Miki including, but not limited, to a booking or the resale of a booking by you.
- 13.4 Our aggregate liability to you or your customer in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this agreement will in no circumstances exceed the cost of the booking to which any such loss relates.
- 13.5 Miki accepts no liability for losses caused as a result of credit card fraud. Any charges which are due and payable, whether or not as a consequence of fraud, will remain payable by you.
- 13.6 We will not be liable for any loss or damage caused by a denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of mikiNet or to your downloading of any material posted on it, or on any website linked to it.
- 13.7 You warrant that you have obtained the necessary licences to operate your business as a travel services reseller in the relevant countries in which you operate and that you shall comply with all applicable laws and regulations in those countries and the countries for which

the Products are destined. We will not be liable for any breach by you of any such laws or regulations.

- 13.8 We make no express or implied warranties or representations with respect to mikiNet or any Products sold through mikiNet. We also make no representation that the operation of mikiNet will be uninterrupted or error-free, and we will not be liable for any interruptions or errors or their consequences.
- 13.9 We shall not be liable to you or your customer in respect of anything which, apart from this provision, may constitute breach of this agreement arising by reason of force majeure, namely circumstances beyond the reasonable control of either party (including, but not limited to, acts of God, or third parties not under our control, perils of the sea or air, fire, flood, drought, explosion, embargo, riots, labour strikes, civil commotion or civil authority including acts of local government and parliamentary authority).

14 Data Protection

- 14.1 We take the issue of data protection very seriously. We process information about you and your customers in accordance with our privacy policy. We require you to read and agree to our [Privacy Policy](#) before providing us with any information about you or your customers. You consent to such processing and you warrant that you are acting in compliance with all relevant data protection legislation, that all data provided by you is accurate, and that you are authorised to provide us with such information.

15 General

- 15.1 Nothing in these conditions and no action taken by the parties under this agreement shall constitute, or be deemed to constitute between the parties, an agency, a partnership, association, joint venture or other co-operative entity.
- 15.2 No extension of time or other indulgence which may be granted by us shall constitute a waiver of our rights under this agreement.
- 15.3 Nothing in these conditions is intended to nor shall it confer a benefit on any third party under the Contracts (Rights of Third Parties) Act 1999.
- 15.4 If any of these terms and conditions are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.
- 15.5 This agreement is in English. If this agreement is translated into any language other than English, the English language text shall prevail in the event of a conflict between the English version and the translated version.
- 15.6 All notices given by you to us must be in English and sent to Miki at the postal address we provide to you. We may give notice to you at either the email or postal address you provide to us or otherwise by posting notices on our site. Notice will be deemed received and properly served immediately when posted on our site, 24 hours after an email is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee.
- 15.7 You may not transfer, assign, charge or otherwise dispose of this agreement, or any of your rights or obligations under it, without our prior written consent.

- 15.8 These terms and conditions and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter of this agreement and any Contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.
- 15.9 Any variation by you of these terms and conditions must be in writing, signed by authorised representatives of both parties.
- 15.9 We each acknowledge that, in entering into this agreement or any Contract, neither of us has relied on any representation, undertaking or promise given by the other or implied from anything said or written in negotiations prior to this agreement or any Contract except as expressly stated in these terms and conditions.

16 Governing Law and Jurisdiction

- 16.1 These terms and conditions and any Contract (and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to these terms and conditions or any Contract or their subject matter or formation including non-contractual disputes or claims) shall be governed by and construed in accordance with English law.
- 16.2 Each of the parties to this agreement irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute which may arise out of or in connection with access to our site, these terms and conditions or any Contract, although we retain the right to bring proceedings against you for breach of these conditions in your country of domicile or any other country in which you have a branch, office, establishment or assets.