



## Travelodge Business Terms and Conditions

The application for and use of a Travelodge Business membership is subject to the terms stated below which apply from 23 August 2016. Travelodge may, with or without notice to the members, amend these terms at any time.

Travelodge's "Booking Terms and Conditions", which can be viewed by clicking [here](#), will apply when a Travelodge Business member books a Travelodge hotel. Please note in particular section A7 of those terms which states that the person making the booking, which in this case is the Member Company, is responsible for ensuring that each person who stays at the hotel under such booking complies with those terms. The Member Company will be responsible for any non-compliance by guests staying at Travelodge hotels under bookings which it makes.

In these terms and conditions, the capitalized words and phrases have the following meanings:

**Authorised Individual** has the meaning given to it in clauses 1.2 and 1.3;

**Member Company** means a company or other corporate body which is registered with Travelodge as a member of Travelodge Business; and

**Travelodge** means Travelodge Hotels Limited, a U.K. company which has its registered address at Sleepy Hollow, Aylesbury Road, Thame, Oxon, OX9 3AT (Company no. 769170, VAT no. 805367726).

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#### 1. Application To Become A Member

- 1.1. Travelodge Business memberships are issued to companies or other corporate bodies only, including travel agencies. In these terms any reference to 'company' includes companies and other corporate bodies.
- 1.2. To apply to be a member of Travelodge Business a company must appoint an individual as its representative (the first **Authorised Individual**) to fill in the information requested on Travelodge Business' website truthfully (including the information requested on the "Member details" web page and the "Company details" web page) and

to activate the membership following the instructions provided in the membership activation emails.

- 1.3. A Member Company can add Authorised Individuals using the 'Manage People' function of their account.

## 2. **Approval Of Application**

- 2.1. A company which applies to be member of Travelodge Business will identify an email address and a password which will be used to activate the company's Travelodge Business membership. The company's membership to Travelodge Business will be established after the email address and password are accepted by Travelodge.
- 2.2. Subject to the other conditions stated herein, Travelodge will approve an application to join Travelodge Business if the company estimates that it will book 25 or more nights during the year following the activation of its Travelodge Business membership and during each subsequent year.
- 2.3. Travelodge may at its sole discretion change the number of nights stated in clause 2.2 at any time. If Travelodge makes such change: (a) a company which applies to be a member of Travelodge Business will be notified in the application process; and (b) Travelodge will notify a Member Company by notifying its Authorised Individual.

## 3. **Benefits Of Travelodge Business Membership**

- 3.1. **Booking and Staying.** A Member Company will receive the following benefits:
  - 3.1.1. the Member Company can receive a certain percentage off flexible rates when it makes a booking via the Travelodge Business website;
  - 3.1.2. the Member Company will be able to track and control its travel expenditure via online reports;
  - 3.1.3. hotel rooms on business floors (subject to availability) will be allocated to guests booked by the Member Company, subject to an additional fee at Travelodge's discretion; and
  - 3.1.4. other benefits which may be introduced to Travelodge Business by Travelodge from time to time.
- 3.2. **Travelodge Business account card for selected Member Companies.** A Member Company may apply for a Travelodge Business account card which provides a credit facility to pay for stays at Travelodge's U.K. hotels. A separate application form needs to be completed and submitted to Travelodge to apply for such card. Travelodge Business account cards are issued following a successful application only and are subject to status. Travelodge Business account cards are subject to a separate set of terms and conditions which will be provided to the Member Company to review and agree prior to the issuance of any Travelodge Business account cards.
- 3.3. **Possible additional discount.** If the terms and conditions of an individual promotion (whether for Travelodge Business or not) allow, the discount offered to a Member Company will be accumulative with the discounts offered by such individual promotion.

## 4. **Conditions Of Travelodge Business Membership**

- 4.1. **Minimum number of nights to book and consume.** A Member Company must book and consume at least the number of nights stated in clause 2.2, as amended from time to time.
- 4.2. **Booking for non-business purposes.** If a Member Company makes a booking for its employees for a non-business purpose, the booking will be valid provided that the Member Company does not use its membership predominantly to make bookings for non-business purposes.

- 4.3. **Password protection.** The Member Company shall be responsible for (a) creating the email address and password used to log in to Travelodge Business, (b) keeping the email address and password confidential and (c) not allowing the email address and password to be used by a third party or any other person who is not authorised by the Member Company.
- 4.4. **Restrictions**
- 4.4.1. A Member Company must not provide its membership benefits offered by Travelodge Business to third parties, for value or otherwise.
- 4.4.2. Travelodge's e-Vouchers may not be used in conjunction with Travelodge Business.
- 4.4.3. The Member Company may not assign or transfer its membership without authorisation from Travelodge.
5. **No Liability Accepted By Failing To Provide Benefits**  
Travelodge will make all reasonable efforts to make the membership benefits available at all times. However, errors and omissions may occur from time to time. Travelodge will not accept any liability if any of the membership benefits are not available at any time.
6. **Travelodge Business Bookings And Group Bookings**
- 6.1. If a Member Company intends to make a booking for 10 or more rooms at the same time, the Member Company can choose to conduct a Group booking.
- 6.2. If the Member Company chooses to make a Group booking the terms and conditions provided to the Member Company in respect of such Group booking will apply and the benefits of membership of Travelodge Business, as detailed in clause 3.1, will not apply to such booking.
- 6.3. Provided that the Group booking is made under the Member Company's name the room nights booked under a Group booking will contribute to the number of nights required under clause 4.1, unless Travelodge expressly states otherwise.
7. **Suspension And Cancellation Of Individual Travelodge Business Membership**
- 7.1. If Travelodge believes that any of the following situations exist, it may suspend or cancel with or without notice any Travelodge Business membership (by disabling the email address and password for accessing Travelodge Business) and/or revoke the discount(s) applied to any unconsumed hotel room nights associated with such membership and/or cancel the bookings made under the relevant Member Company's name:
- 7.1.1. any of the information provided in the application to become a member of Travelodge Business was not true or resulted not to be true;
- 7.1.2. any of the information provided by the individual is not authorised by the Member Company e.g. the individual is not an employee, director or partner of the Member Company and/or the individual is not authorised by the Member Company to submit the application;
- 7.1.3. there is any other mis-use of the Travelodge Business membership or violation of these terms and conditions, including but not limited to a breach of clause 4;
- 7.1.4. the Member Company and/or any of its representatives fail to comply with any terms and conditions applicable to Travelodge Business account cards;
- 7.1.5. the Member Company and/or any of its guests fail to comply with Travelodge's Booking Terms and Conditions which can be viewed by clicking [here](#); and
- 7.1.6. physical, verbal, written or other intimidation or abuse of Travelodge hotels or Travelodge staff.

- 7.2. The Member Company may apply to cancel its membership by issuing a notice in writing, including by email to [businessmembership@travelodge.co.uk](mailto:businessmembership@travelodge.co.uk). Subject to the Member Company's compliance, if applicable, with the terms and conditions applicable to any Travelodge Business account card, its membership will be cancelled within 14 working days after Travelodge receives such notice.
- 7.3. Upon cancellation of a Member Company's membership to Travelodge Business, all benefits (including any Travelodge Business account card) provided to the Member Company will no longer be available to the Member Company. The cancellation of membership to Travelodge Business does not remove the Member Company from, or limit, its obligations and/or liability (whether accrued or otherwise) under these terms or the terms and conditions applicable to any Travelodge Business account card.

## 8. **Assignment Or Cancellation Of Travelodge Business**

- 8.1. Travelodge may assign, novate or transfer Travelodge Business and/or this contract in whole or part without consent from any Member Company.
- 8.2. Travelodge may cease the entire operation of Travelodge Business at any time at its sole discretion and without liability to any Member Company. If that is the case, Travelodge will issue a notice to the email address provided for contacting the Member Company, or publish a notice on its website.

## 9. **Privacy Policy**

- 9.1. Travelodge processes personal information in accordance with its [Privacy Policy](#).
- 9.2. The Member Company's attention is drawn in particular to Travelodge's right to send electronic marketing messages to the Member Company's email addresses provided by the Member Company to promote Travelodge Business and related benefits. In Travelodge's electronic marketing messages it will provide opportunities for Member Companies, individual employees of a Member Company and sole traders and partnerships who have signed up as a company in the application process to choose not to receive further marketing messages with respect to Travelodge Business. Travelodge will respect such choice.

## 10. **Amendments To These Terms**

- 10.1. Travelodge reserves the right to change these terms from time to time at its sole discretion with or without notice to the Member Companies, including but not limited to by:
  - 10.1.1. increasing or decreasing the number of nights required to be booked during a year to participate in or continue to stay a member of Travelodge Business;
  - 10.1.2. amending the benefits offered to any or all of the Member Companies.

## 11. **Governing Law And Jurisdiction**

These terms and any non-contractual obligations arising out of or in relation to these terms shall be governed by and will be interpreted in accordance with English law. All disputes arising out of or relating to these terms or any non-contractual obligations arising out of or relating to these terms shall be submitted to the exclusive jurisdiction of the English courts.

## 12. **General**

- 12.1. **Our liability:** Without prejudice to clauses 5 and 8, Travelodge will not be liable for any losses which are not direct losses nor any losses which are not caused by its breach of these terms. Travelodge's total liability for any and all losses shall not exceed £500. Nothing in these terms will exclude or limit liability for fraud, death, personal injury or any other matter which cannot be excluded or limited by law.

- 12.2. **Severability:** If any provision in these terms is found to be illegal, invalid or unenforceable in whole or in part then the provision will apply with whatever deletion or modification is necessary so that the provision is legal, valid and enforceable. Each Member Company and Travelodge intend that the legality, validity and enforceability of the remainder of these terms shall not be affected.
- 12.3. **Waiver:** Any failure by Travelodge to enforce its rights or remedies under these terms or otherwise or any delay in enforcing such rights or remedies shall not be construed as a waiver by Travelodge of those or any other rights or remedies.
- 12.4. **Third Party Rights:** This contract is between the Member Company and Travelodge. Subject to clause 8, no other person shall have any rights to enforce any of its terms. These terms do not confer any rights on the Authorised Individuals.