

Travelympus.com

VENDOR REGISTRATION AGREEMENT

1. This Document is for Internal Purpose only and not to be shared with unauthorised Entity AND/OR Person

DEFINITIONS

In addition to terms defined elsewhere in this Agreement, the following definitions apply throughout this Agreement, unless the contrary intention appears:

- Hotelier
 - Owner OR Management who Owns/ Manages following
 - Hotel
 - Resort
 - Home Stay
 - Farm House
 - Agro Tourism
 - Individual Bungalow, Villa, Apartment
 - Camp Site
 - House Boat
 - Luxury Tents
 - Tree Houses
 - Hostels
- Holiday Planner
 - Owner OR Management who Owns/ Manages/ Provides Domestic AND/OR International Holiday Packages
- Car Rental Services
 - Owner OR Management who Owns/ Manages Commercial Vehicle/ Fleet of Vehicles for Passenger Transport purpose only
- Restaurant/ Cafes
 - Owner OR Management who Owns/ Manages following
 - Diners
 - Wine & Dine
 - Restaurants
 - Cafeteria
 - Tea/Coffee Shops
 - Fast food Restaurants
 - Family Restaurants
 - Fine Dining
 - Brasserie & Bistro
 - Street Food Vendors
 - Pub
 - Indian Food Takeaway
- Bloggers
 - Individuals who loves travelling and want to explore Food and Travel Related Places
- Platforms
 - The website(s)/ apps/ tools/ platforms AND/OR other devices of “Travellympus” through which the Service is (made) available
- Guest
 - A visitor of the Platforms or a customer or guest of the Accommodation
- Intellectual Property Right
 - Any patent, copyright, inventions, database rights, design right, registered design, trade mark, trade name, brand, logos, service mark, know-how, utility model, unregistered design or, where relevant, any application for any such right, know-how, trade or business name, domain name (under whatever extension) or other similar right or obligation whether registered or unregistered or other industrial or intellectual property right subsisting in any territory or jurisdiction in the world

ABOUT TRAVELYMPUS

Founded in 2017 in Vadgaon, Pune, Maharashtra, India, Travelympus has grown from small B2C platform to one of the renowned B2B platforms in India, where customers can find Best Accommodation Options, Travel Planners, Rented Cars, Resto & Cafes, Bloggers and much more things. Our slogan and campaign is and always has been **“Create Memories, Live Dreams”**.

We understand our responsibility to provide both our Vendors and Customers best services, as well as to provide wider array of sustainable experiences, to give customers more sustainable choices when they travel. We believe now is the time to embrace change and use this moment to make it possible for people everywhere to travel more sustainably, when it is safe to do so.

Important Notice for Our Business Partners

It's always important to be prepared, and that's why we also encourage you to take responsibility and precautions for your personal safety as a host. Here are some tips – mostly applicable to homes and apartments – to ensure your hosting experience goes smoothly.

- Be Clear
 - When you are uploading your property (ies) on Travelympus, be clear and informative about the features of your property and the surrounding area.
- Get to know who is coming
 - Talk to customers before check in
 - Ask the purpose of their visit
 - Always Ask for Government Documents (Pan/ Aadhar/ Driving Licence / Passport/ Visa)
- Welcome your guests on arrival and to show them around.
- Explain your rules and regulations to your customers. If possible, share them printed copy of rules.
- Keep your guests safe
 - Consult your local government or council to ask which safety standards need to be fulfilled.
 - If you are renting out your home, inform your neighbours prior to accepting guests.
 - Provide your guests important local information like the telephone numbers of emergency services, and food and drinking water regulations
 - Make sure your emergency exit is visible, that there is nothing obstructing it and that it is outlined in your property evacuation plan.
 - Keep a fire extinguisher in an easily accessible place and check it regularly. Install smoke and CO detectors on all floors, and consider a sprinkler system.
 - Make sure your gas cookers, water heaters and other electricity appliances are regularly cleaned and checked. Also make sure the valve to shut off the gas is easily accessible
 - Cover unused electrical outlets with safety caps.
 - Check your appliances regularly for faulty switches, plugs and frayed cords.
 - Replace cord and wires once they get old, and keep them uncovered, away from other items
 - Install child-safety locks and removable gates for doors, windows, drawers, appliances and any falling hazards.
 - Double-check banisters and railings of all stairs, balconies, porches and walkways to ensure that they're sturdy and well-mounted.
 - Provide your guests with contact information for local emergency rooms and paediatric centres.

HOTELIER AGREEMENT

ACCOMMODATION/ PROPERTY REQUIREMENTS

The Property should be equipped with Basic Facilities i.e:

- Filtered/ Sealed Bottle water must be provided to Guests for Drinking Purpose
- Also, water for General Usage should be clean enough
- Primary & Backup Electricity Supply should be available
- Guests with Two wheelers & Four Wheelers should easily reach the Destination
- Western AND/OR Indian styled Lavatories should be available in Clean and Functioning state
- At least one Active Staff member should be available On Site to welcome the Guests
- Basic First Aid kit (Dettol/ Savelon, Bandage, Banded, Splints, Painkillers, Basic Medicines) along with Sanitization Equipments, Temperature Gun etc.

SURPRISE VISIT

“Travellympus” Inspection Team holds the right to give Visit at any point of time on Week-days (during Monday - Thursday) with prior intimation; where Hotelier is liable to provide 1 (One) Room for Accommodation with Breakfast (CP Plan) and all the amenities in property for Maximum of 2 Adults from Inspection Team.

INFORMATION ACCURACY

While registering your business, please provide accurate information, as “Travellympus” is not responsible for the correctness of the information. Also, “Travellympus” is not responsible for the payment obligations of the Guests relating to their reservation.

RATES & PRICES

The Cost designed and uploaded by Hotelier should be stationery and should not be variable in any other websites AND/OR social media in order to avoid miscommunication for the Guests.

MAINTENANCE OF THE PROPERTY

Hotelier will be whole and sole responsible for the Maintenance of the Property. Any damage to the property caused by Guests will be recovered by concern guests and not from “Travellympus”.

(ONLINE) MARKETING AND PPC ADVERTISING

“Travellympus” is entitled to promote the Hotelier using the name(s) in online marketing, including email marketing and/or pay-per-click (PPC) advertising. “Travellympus” run online marketing campaigns at its own costs and discretion.

PARITY AND RESTRICTIONS

The Hotelier shall give “Travellympus” rate and availability parity ("Parity").

- Rate Parity means the same or better rates for the same accommodation, same room type, same dates, same bed type, same number of guests, same OR better amenities AND add-ons (e.g. free breakfast, WIFI, early/ late checkout), same OR better restrictions AND policies such as reservation changes AND cancellation policy as are available on the Accommodation’s websites/ apps/ call-centres (*including the customer reservation system*), or directly at the Accommodation, with any competitor of “Travellympus”

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(which includes any online or offline reservation or booking agency or intermediary) AND/ OR with any other (online OR offline) third party that is a business partner of or in any other way related with or connected to the Accommodation

- The Accommodation is responsible for updating on “**Travelympus**” portal about applicable taxes, fees, charges and levies (and any changes thereof) which will be charged to the Guest by the Hotelier upon reservation for pre-paid or upon check-out for post-paid reservations
- Unless agreed otherwise in the Agreement or required otherwise by applicable law, the rate shown to Guests on the Platforms shall be exclusive of sales tax, charges and all such other (national, governmental, provincial, state, municipal or local) taxes, fees, charges or levies

LICENSE

- The Hotelier hereby grants “**Travelympus**” a non-exclusive, royalty free and worldwide right and license (or sublicense as applicable):
 - To use, reproduce, have reproduced, distribute, sublicense, communicate and make available in any method and display those agreed upon elements of the Intellectual Property Rights of the Hotelier as provided to “**Travelympus**” by the Accommodation pursuant to this Agreement and which are necessary for “**Travelympus**” to exercise its rights and perform its obligations under this Agreement
 - To use, reproduce, have reproduced, process, distribute, sublicense, display and utilize (including without limitation to publicly perform, modify, adapt, communicate, reproduce, copy and make available to the public in any manner whatsoever) the Hotelier Information
- “**Travelympus**” may sublicense, make available, disclose and offer the Hotelier Information (including the relevant Intellectual Property Rights) of the Accommodation and special offers made available by the Accommodation on the Platforms and all such further rights and licenses set out in this Agreement via or in collaboration with (the websites, apps, platform, tools or other devices of) affiliated companies and/or third parties (the “Third Party Platforms”).
- In no event shall “**Travelympus**” be liable to the Hotelier for any acts or omissions on the part of any Third Party Platforms. The sole remedy for the Accommodation in respect of such Third Party Platforms is
 - To request “**Travelympus**” (which has the right and not the obligation) to disable and disconnect with such Third Party Platform, OR
 - Termination of this Agreement, all in accordance with the terms of this Agreement

TERM, TERMINATION AND SUSPENSION

- Unless agreed otherwise, this Agreement shall commence on the date hereof for One Calendar Year (365 Days) period of time
- Travelympus holds the right to terminate this Agreement at any time and for any reason, by written notice to the other Party with due observance of a notice period of One Calendar Month (30 days). At any point of time, if the Agreement is terminated by other party (Hotelier), Travelympus cannot and will not be hold responsible for Refund of Annual Registration Charges paid by Hotelier.
- The following events shall in any event be regarded as a breach and entitle “**Travelympus**” to immediately terminate (close) or suspend the Agreement (without a notice of default):
 - The Hotelier fails to pay Annual Registration Fees on or before the due date
 - The Hotelier overcharges one or more guests
 - “**Travelympus**” receives one or more legitimate and serious complaint(s) from one or more guest(s) who made reservations with the Accommodation
 - Misuse of the Guest review process by any behaviour that results in a review appearing on the Platforms that is not an honest expression of a real stay by a real guest at the Accommodation
 - Inappropriate, unlawful or unprofessional behaviour towards guests or “**Travelympus**” staff

