

Previous version

- 1.1.4. ensure that the Booking Price (i.e. the price displayed on the Websites, which includes the Licensee's websites which use the HW Booking Engine) will not exceed the lowest price at which the Licensee offers such Beds elsewhere online (i.e. when compared on the basis of the same room type, same facilities, same dates, same bed type, same number of guests and same terms as to any "ancillary products" such as breakfast), including on the Licensee's other websites. In the event that it comes to the Licensee's attention that it is possible to book a Bed elsewhere at a cheaper price than the Booking Price, the Licensee shall: (i) immediately arrange to offer that lower price on the Websites, (ii) charge all Customers who have not yet arrived at the Property the lower price on arrival and (iii) promptly and fully recompense all past Customers who seek redress from HW in relation to the price difference (such compensation to equal the difference between the price that was advertised to those Customers on any one or more of the Websites and the lower price that was available at that time through some other channel);
- 1.1.5. ensure that it will give HW "availability parity" in relation to its Beds such that it will make Beds available for promotion by HW on a no less favourable basis than they are available by any and all other distribution channels (including via the Licensee's own website(s)); and
- 1.1.6. grant and provide to HW access to all its Available Beds as are for sale/available via any and all other online distribution channels (including the Licensee's own website(s)) and always on a real-time basis (i.e. first come first served) and always with "last bed / room availability".

Updated version

- 1.1.4. Clause Removed
- 1.1.5. grant and provide to HW, to the extent it is operationally practical for the Licensee to do so without incurring the risk of over-bookings and poor Customer experience, access to all its Available Beds as are for sale/available via any and all other online distribution channels (including via the Licensee's own website(s)) on a no less favourable basis and always on a real-time basis (i.e. first come first served) and with "last bed / room availability". This obligation will not apply in respect of any Accommodation Product which is only ever offered via the Licensee's own website and which is never made available to any third party booking websites.
- 1.1.6. Clause Removed

Previous version

- 1.2. In any circumstances where the Licensee cannot honour a Customer booking, it shall:
 - 1.2.1. find (without recourse to HW) and provide an equivalent bed for the Customer for the applicable night(s) (equivalent in terms of price, location and facilities) and, if this is not possible, find and provide a superior bed in the relevant location and pay to the Customer an amount equal to the increased cost of that bed for the duration of the Customer's booking; and
 - 1.2.2. refund the Deposit to the Customer.

Updated version

- 1.2. In any circumstances where the Licensee cannot honour a Customer booking, it shall:
 - 1.2.1. find (without recourse to HW) and provide an equivalent (or superior) bed for the Customer for the applicable night(s) (equivalent in terms of price, location and facilities) at no extra cost to the Customer other than the balance outstanding from the original booking; OR
 - 1.2.2. in the event that the Customer chooses not to accept the alternative accommodation offered by the Licensee pursuant to clause 1.2.1 (above) refund (without recourse to HW) the Booking Deposit directly to the Customer.

Previous version

- 2.8 HW shall be entitled to promote the Property using the Property's name during the term of this Agreement in online marketing (including email marketing and pay-per-click advertising) at its own cost. The Licensee grants to HW a royalty-free, non-exclusive transferable licence to use the Property name for this purpose during the term of this Agreement.

Updated version

- 2.8 HW shall be entitled to promote the Property using the Property's name during the term of this Agreement in online marketing (including email marketing and pay-per-click advertising) at its own cost. The Licensee grants to HW a royalty-free, non-exclusive transferable licence to use the Property name for this purpose only during the term of this Agreement. However, HW shall forgo any and all rights under the aforementioned licence that relate to HW promoting the Property by purchasing the Property's name as a Google Adword or through similar paid search engines if specifically notified in writing by the Licensee that the aforementioned licence shall no longer include any such rights (save where any other third party online accommodation-booking provider or other third party online competitor of HW is actively engaged in such marketing activity in respect of that Property's name).

Previous version

- 3.2 HW shall promote the Beds on Hostelworld.com and through its network of affiliates. It may also promote the Beds via some or all of its other Websites. The order in which properties (including the Property) are displayed and/or listed on the Websites shall be determined by HW acting in its own discretion. HW shall be entitled to generate and display Customer search results in any manner and according to any system of ranking that it determines to be appropriate for each and any of its websites. A Property's ranking will be influenced by several factors, which may include: (i) the quality score that HW assesses for the Property based on its knowledge of factors including but not limited to the Beds made available by the Licensee for booking on the HW network of websites and the standards of customer care provided, (ii) compliance with the Standard Licence and (iii) what level of Service Fee the Licensee pays to HW (which the Licensee may be able to vary by means of the programme accessible via the relevant administration (Inbox) interface). HW reserves the right to, at any time and acting in its own discretion: (i) vary the factors that determine the rankings and the weightings given to such factors on each or any of its websites and (ii) determine a Property's eligibility to participate in varying its Service Fee percentage to influence its ranking.

Updated version

- 3.2 HW shall promote the Beds on Hostelworld.com and through its network of affiliates. It may also promote the Beds via some or all of its other Websites. HW shall be entitled to generate and display the default search results in any manner and according to any system of ranking that it determines to be appropriate for each and any of its websites. A Property's ranking will be influenced by several factors, which may include: (i) the quality score that HW assesses for the Property based on its knowledge of factors including but not limited to the Beds made available by the Licensee for booking on the HW network of websites and the standards of customer care provided, (ii) compliance with the Standard Licence and (iii) what level of Service Fee the Licensee pays to HW (which the Licensee may be able to vary by means of the programme accessible via the relevant administration (Inbox) interface). HW reserves the right to, at any time and acting in its own discretion: (i) vary the factors that determine the rankings and the weightings given to such factors on each or any of its websites and (ii) determine a Property's eligibility to participate in varying its Service Fee percentage to influence its ranking.

Previous version

- 4.2. The Licensee will pay the Service Fee (and any other amounts) due to HW under this Agreement free and clear of all taxes, deductions or withholdings whatsoever, save only as may be required by law. The Licensee hereby indemnifies HW for any costs or loss arising to HW as a result of any such taxes, deductions or withholdings and agrees that if such taxes, deductions or withholdings are required by law, the Licensee shall pay to HW such additional amount as may be necessary in order that the net amount received by HW after such taxes, deductions and withholdings shall not be less than the amount HW would have been entitled to receive in the absence of any such taxes, deductions or withholding and nothing in this Agreement shall give the Licensee the right to seek to reclaim from HW any taxes, deductions or withholdings which it is required to pay or make in respect of the Service Fee and/or any other payments due to HW at any time.

Updated version

- 4.2 The Licensee will pay the Service Fee (and any other amounts) due to HW under this Agreement free and clear of all taxes, deductions or withholdings whatsoever, save only as may be required by law. The Licensee agrees that if such taxes, deductions or withholdings are required by law, the Licensee shall pay to HW such additional amount as may be necessary in order that the net amount received by HW after such taxes, deductions and withholdings shall not be less than the amount HW would have been entitled to receive in the absence of any such taxes, deductions or withholdings.

Previous version

- 5.3 In the event of a failure by the Customer to turn up at the Property for their booking, the Licensee shall be entitled at its discretion to charge a cancellation fee which is equal to or less than the full price of the first night's stay of the booking less the Deposit (save where the Licensee clearly stated to the Customer prior to the point of booking that the cancellation fee would be higher). It shall be the responsibility of the Licensee to collect any cancellation fee from the Customer.

Updated version

- 5.3 In the event of a failure by the Customer to turn up at the Property for their booking, the Licensee shall be entitled at its discretion to charge a cancellation fee which is equal to or less than the full price of the first night's stay of the booking less the first night's Deposit (save where the Licensee clearly stated to the Customer prior at the point of booking that the cancellation fee would be higher). It shall be the responsibility of the Licensee to collect any cancellation fee from the Customer.

Previous version

- 9.2 HW shall be entitled to vary any of the terms of this Agreement at any time by giving no less than 14 days' notice of such changes to the Licensee. In the event that the Licensee is dissatisfied with a notified variation, it shall be entitled to terminate the Agreement (notwithstanding the provisions of clause 8.2) on the giving of at least 3 Working Days' notice (such notice to expire no later than the last day of the 14 day notice period given by HW in respect of the varied term). Notwithstanding the above, HW may agree to accept less than 3 Working Days' notice in some circumstances but the parties must agree this in writing (i.e. via email). Subject to the foregoing, no variation of this Agreement shall be effective unless in writing and signed by or on behalf of both parties.

Updated version

- 9.2 HW shall be entitled to vary any of the terms of this Agreement at any time by giving no less than 28 days' notice of such changes to the Licensee. Subject to the foregoing, no variation of this Agreement shall be effective unless in writing and signed by or on behalf of both parties.