

PARTICIPATING BUSINESS TERMS AND CONDITIONS

1. AVAILABILITY

- 1.1 Completion of your application form for participation in the staff subscriptions programme (the "**Programme**") constitutes an offer by you (the "**Employer**" or "**you**") to participate in the Programme, subject to these terms and conditions, which will become a legally binding agreement when Nexus Code Limited ("**Nexus**", "**we**" or "**us**") confirm our acceptance. All references below to 'participation' are to participation in the Programme.
- 1.2 We reserve the right to refuse to accept any application for participation in the Programme for any reason.
- 1.3 If we accept your application, your participation in the Programme will start on the date payment of the participation fee is received, unless otherwise agreed in writing by us ("**Start Date**"), and expire on the date being one calendar year from the Start Date ("**Expiry Date**"). The entire contract constituting your participation in the Programme with us shall comprise: (i) these Participating Business Terms and Conditions; (ii) the Participation Form overleaf; (iii) the Participating Business Rules (if any); and (iv) the Website and App Terms of Use and Privacy Policy set out at www.codehospitality.co.uk (together, the "**Agreement**"). The terms of this Agreement supersede all previous communications, contracts, proposals or terms between us. In the event of any conflict or inconsistency between any of the terms in the Agreement, the order of priority for interpretation shall be the order given in this paragraph.
- 1.4 You hereby consent to the processing of any personal data (such as contact details) listed in the form overleaf (and in case of any individuals who are employed or engaged by you, you warrant that you have obtained their prior consent for such processing by us) and we may process such personal data for the purpose of managing your participation in the Programme in accordance with this Agreement. We may use third parties to assist in the provision and fulfilment of any part of the subscription service on our behalf. We may pass your personal information provided by you to such third parties but only for the purposes of providing the Programme for you or your employees.

2. PAYMENT

- 2.1 You agree to pay the participation fees at the rates in effect when the charges are incurred. You must provide us or our payment agents with complete and accurate invoice details.
- 2.2 You can pay for your participation by BACS or credit or debit card either with a single annual payment or by 12 monthly instalments on your card. We do not accept Amex or Diner's Club.
- 2.3 Annual payment or first monthly instalment (as applicable) must be received in full for any existing participation in the Programme before any unique access codes will be released.
- 2.4 We confirm payment of the participation fees by email.
- 2.5 We will not store or process your card details which will be handled by our payments agents. Any personal data we hold will be handled in accordance with our Privacy Policy, available [here](#).

3. PARTICIPATION

- 3.1 You hereby warrant, represent and undertake that you have authority to enter into this Agreement and that you are a business in the Hospitality Industry. In this Agreement, the "**Hospitality Industry**" means: *restaurant, bar, café, hotel, private members' club, catering contractor, street food vendor, commercial airlines, F&B leisure outlet*
- 3.2 We reserve the right to withdraw from offering the Programme or increase any participation fee or change these terms and conditions at any time, without prior notice. This will not affect any participation that you have already paid for.
- 3.3 The changes will apply to your participation from your next renewal date after we notify you of such changes. If you do not wish to accept the new terms and conditions you should not continue your participation as doing so will indicate your agreement to be bound by the new terms and conditions.

4. SUBSCRIPTION BUNDLES

- 4.1 Employers operating in the Hospitality Industry may purchase bundles of subscriptions ("**Subscription Bundle**") to the CODE app for individuals under their employment ("**Employees**"). Employers shall be responsible for all tax and/or national insurance contributions (if any) arising in respect of providing a subscription to Employees and Nexus accepts no responsibility in this regard.
- 4.2 Should Employees take out a paid for subscription to the CODE app purchased as part of a Subscription Bundle they will still be bound by the Website and App Terms of Use and Privacy Policy set out [here](#).
- 4.3 Subscriptions purchased as part of a Subscription Bundle:
 - 4.3.1 will expire on the Expiry Date, regardless of the date on which individual Employees register for the CODE app;
 - 4.3.2 are available only to your Employees and not to any other persons;
 - 4.3.3 are non-transferable.

4.4 No refunds will be made for any unused subscriptions purchased.

4.5 We reserve the right to refuse access to any Employee who may register for the CODE app, for any reason.

4.6 All unique access codes are provided at our sole discretion. We will reserve the right to refuse to grant any unique access codes to any person, at any time, for any reason. All unique access codes will be provided, subject to any terms and conditions we deem necessary

5. RENEWALS

5.1 One month before the Expiry Date we will contact you by post or email to let you know that it is coming to an end and to advise you of any changes (if any) to the subscription fee for the next subscription period.

6. CANCELLATION AND REFUNDS

6.1 You may cancel your participation by giving written notice within 7 days after receipt of confirmation of your participation. No refunds will be made for cancellations after such period, unless we are in breach of the Agreement.

6.2 We may cancel your participation immediately if you are in breach of the Agreement, including if we do not receive a payment when due from you.

6.3 If you purport to cancel your participation otherwise than in accordance with 6.1 above, or we cancel in accordance with 6.2 above, you will remain liable to pay in full any part of the participation fee that is unpaid [plus a £75 administration fee] being a genuine pre-estimate of the costs associated with cancellation of your subscription.

7. OUR RESPONSIBILITY TO YOU

7.1 We will not be responsible for any failure to perform our obligations to you in connection with the Agreement or otherwise in relation to your participation in the Programme where this failure is caused wholly or partly by circumstances beyond our control. You acknowledge and accept that you are solely responsible for the distribution and management of unique access codes purchased for the CODE app.

7.2 Subject to clause 6.3, our liability to you in connection with any breach of this Agreement or your participation in the Programme or otherwise (whether under contract, in negligence or other tort or under any other breach of duty) will not exceed the total participation fee charged for your participation in the Programme in the twelve months preceding such breach. In no event shall we be liable for any loss of profits, loss of business opportunity, loss of data or loss of reputation or for any indirect, consequential or special loss, damage, liability, cost or expense.

7.3 Nothing in these terms and conditions affects any your statutory rights if you are a consumer, or any liability that may not be lawfully excluded or limited.

8. CUSTOMER SERVICES

If you have a query about our service, please contact us using any of the contact details below:

Telephone – +44 (0) 207 104 5587 / +44 (0) 207 104 2064
Email - contact@codehospitality.co.uk
Post – Nexus CODE Limited, Greener House, 66-68 Haymarket, London. SW1Y 4RF

9. GENERAL

9.1 For the purposes of the Agreement, written notice includes emails to the email address you have given or to the email address of our Customer Services given above.

9.2 This Agreement is governed by English law and the parties agree to submit to the exclusive jurisdiction of the English courts.

9.3 No party who is not a party to this Agreement may enforce any term of this Agreement.

9.4 No right or other provision in this Agreement shall be waived unless expressly stated to be a waiver and made in writing.

9.5 Your participation and this Agreement is personal to you. You may not assign, novate or otherwise transfer or purpose to assign, novate or otherwise transfer your participation or this Agreement or the benefit of any CODE app subscriptions (other than to your Employees) to another person. We may cancel your participation and this Agreement if we become aware of any breach of this provision.

9.6 You agree that no joint venture, partnership, employment or agency relationship exists between you and us. If any part of this Agreement is found to be invalid or enforceable, then the invalid or unenforceable provision shall be struck out and will be deemed supersede by a valid enforceable provision that most closely matches the intent of the original provision and the remainder of this Agreement shall continue in effect.

9.7 Nexus CODE Limited: Registered Office: 5th Floor Greener House, 66-68 Haymarket, London SW1Y 4RF. Registered in England & Wales No. 07950029. VAT Registration Number: 629 547 604