

Hotel Sustainability Basics Logo Terms & Conditions

Important, please read these Terms carefully before displaying the Hotel Sustainability Basics Logo. By applying for verification and subsequently displaying the Basics Logo, you are signifying that you have read and agreed to these Terms.

1. Parties

I. The World Travel & Tourism Council Limited (company number 02506591) of the Harlequin Building, 65 Southwark Street, London, SE1 0HR (“WTTC”, “we”, “us” or “our”), being the party offering the Basics Logo for use by Organisations; and

II. “Organisation”, “you” or “your”, being the owner of a hotel/property which has successfully undertaken the Hotel Sustainability Basics verification by one of WTTC’s official Verifiers.

III. “Verifier(s)”, being official WTTC approved organisations that have been authorised to verify compliance with the Basics, and appear on the official Verifier list hosted on the WTTC website.

2. Definitions

The following definitions apply in these Terms:

- I. “Basics” means the WTTC Hotel Sustainability Basics programme and associated criteria, as may be amended from time to time;
- II. “Basics Logo” means the WTTC Hotel Sustainability Basics Logo provided by WTTC for use on Organisation websites, in marketing materials and other public facing materials after having gone through the Basics verification process;
- III. “Basics Logo Guidelines” means WTTC’s rules and requirement for displaying the Basics Logo which are sent out with the Basics Logo.
- IV. “Fee” means the non-refundable annual administration fee paid by the Organisation to the Verifiers (a proportion of which is then paid to WTTC) for participation in the Basics programme; and

- V. “Intellectual Property Rights” means all intellectual property rights, whether registered or unregistered (including all registrations and applications for, and renewals or extensions of such rights) and all similar or equivalent rights or forms of protection in any part of the world, including trademarks, service marks, trade dress, trade names, logos, corporate names, domain names, any other similar designations of source or origin, together with the goodwill symbolized by any of the foregoing, copyrights, and moral rights.

3. The Hotel Sustainability Basics Logo

WTTC has created the Basics Logo in good faith for use by Organisations to recognise that they have successfully completed the Basics verification process using a WTTC Verifier and paid the Fee.

You acknowledge and agree that:

- I. Your application and use of the Basics Logo is entirely voluntary and at your own risk. WTTC assumes no liability for your application, and nor of your use of the Basics Logo;
- II. WTTC disclaims all liability in relation to your participation in the Basics – you will be wholly liable for all losses and/or damages that you or any third parties may incur as a result of your participation in the Basics;
- III. You are solely responsible for deciding whether compliance with, and implementation of, the Basics is suitable for your stakeholders and lawful in the jurisdiction in which you operate;
- IV. The Basics have not been approved or accredited by any governmental or regulatory body and serve as a set of ‘best practices’ guidelines only, and that by offering the Basics Logo for use by Organisations, WTTC is not providing an official certification or accreditation system; rather, the use of the Basics Logo means the Organisation has successfully undertaken the Basics verification by one of the Verifiers;
- V. You may only use the Basics Logo for one year, starting from the day of your successful completion of the verification process with a Verifier, and that to renew your use of the Basics Logo, you must undergo a subsequent verification and pay the annual Fee.
- VI. The Basics are intended to act as a minimum standard of sustainability that Organisations implement and exceed over a three year period. WTTC therefore reserves the right to refuse an Organisation from further participation in the Basics (and further use of the Basics Logo) after three

years of participation.

- VII. Completion of the verification process using a Verifier and payment of the Fee authorises you to display the Basics Logo on your website and in marketing and other public facing materials only in relation to the verified hotel(s)/property(ies). You may not issue the Basics Logo to any other entity or individual or imply that additional hotels/properties owned by the Organisation are verified (or imply that the Organisation itself is verified where this is not the case);
- VIII. Where the hotel/property is sold, leased, or otherwise undergoes a change of ownership or control, the rights contained in these Terms shall transfer to the new owner or interest holder provided that the hotel/property continues operation in materially the same manner as before the sale (including in relation to its name, branding, and operating standards). WTTC (including via Verifiers) reserves the right to inspect, including on an ongoing basis, any hotels/properties following a sale in accordance with section 7 of these Terms.
- IX. WTTC reserves the right to modify the Basics Logo and issue revised versions from time to time. Updated Basics Logos will be found on the WTTC website. Although WTTC will make every effort to communicate these changes to verified hotels/properties, you are solely responsible for revisiting the WTTC website, monitoring updates to the Basics Logo and ensuring compliance with any updates made to the Basics Logo. WTTC is under no obligation to individually distribute updated versions of the Basics Logo to hotels/properties.
- X. Where an updated Basics Logo has been issued, Organisations may choose to continue to display the version of the Basics Logo as it was at the time of their verification until the expiry of the current verification period (i.e., one year from verification).

4. Your Obligations

Only those hotels/properties that: (i) comply with the Basics in their entirety; (ii) have been verified by a Verifier; and (iii) have paid the annual Fee may display the Basics Logo on their websites, in marketing materials and other public facing materials. Organisations must not seek to imply that additional hotels/properties, or the Organisation itself, is verified.

You acknowledge and agree that:

- I. You will not display the Basics Logo unless you are compliant with the Basics and have completed the Basics verification process with one of the Verifiers and have paid the Fee;
- II. You will not issue the Basics Logo to your stakeholders, nor to any other entities nor individuals;
- III. WTTC will not owe any duties in relation to its assessment of your initial or continued efforts to ensure compliance with the Basics and use of the Basics Logo, and all liability for compliance with the Basics and any applicable laws, rules or regulatory guidance will rest with you exclusively, and not WTTC;
- IV. You will comply with all local laws applicable to your Organisation and that where your adherence to the Basics and/or use of the Basics Logo would amount to a breach of local laws, you will not make use of either; and
- V. You will not make any derogatory statements about the Basics, Basics Logo, Verifiers, or WTTC, or behave in any way that would damage WTTC's or the Verifiers' reputation, or the reputation of the Basics or the Basics Logo.

5. Verification

- I. In order to complete the verification process, organisations must apply to WTTC via the WTTC website. Organisations will then be sent an email with a link to arrange for verification with a Verifier and payment of the Fee.
- II. Once the Fee has been paid and verification has been arranged, your Verifier will perform a remote desktop audit (the "Audit").
 - a. During the Audit, the Organisation must provide the Verifier with all reasonably requested information to verify compliance with the Basics.
 - b. Organisations are not obliged to provide Verifiers with confidential information that is not relevant to the Audit.
- III. Following the Audit, the Verifier may also submit further written questions to the Organisation which the Organisation must reasonably respond to.
- IV. If the Verifier is satisfied in their sole discretion that they have been provided with sufficient information to demonstrate that the hotel/property meets the Basics, then the Verifier will confirm that the verification process

has been completed and the Organisation may then display the Basics Logo (subject to these Terms).

6. Intellectual Property

- I. All Intellectual Property Rights subsisting in the Basics and Basics Logo are owned by, and/or under the control of, WTTC. No Intellectual Property Rights are granted to Organisations unless expressly set out in these Terms.
- II. In consideration for the Organisation meeting all of its obligations under these Terms including payment of the Fee, WTTC hereby grants to the Organisation a non-exclusive, non-transferable, royalty-free, revocable worldwide licence to display the Basics Logo (in the form presented below) on its websites, marketing materials and other publicly facing materials for the purposes specified herein, starting from the day of successful completion of the verification process using a Verifier and lasting for one year from that date, subject to, and in accordance with, these Terms. Organisations may sub-licence and grant permission to third parties only to the extent necessary to use the Basics Logo in accordance with these terms (e.g., to printers and web designers).
- III. Form of Basics Logo:



- IV. You must:
 - a. Not alter or modify the Basics Logo in any way, unless WTTC publishes an update to the Basics Logo requiring you to alter or modify it;
 - b. Display the Basics Logo in its entirety, by itself and in accordance with the Basics Logo Guidelines;

- c. Not use the Basics Logo in any way that might risk injuring WTTC's reputation (including in any disparaging or negative statements about WTTC);
- d. Not use the Basics Logo in any way that breaches local laws applicable to your Organisation;
- e. Not use the Basics Logo as a design element in any other logo or trademark, and not use the Basics Logo in any way that might risk WTTC's intellectual property rights in the Basics Logo;
- f. Ensure that use of the Basics Logo is truthful and not misleading;
- g. Not use the Basics Logo to imply any relationship with, or endorsement or sponsorship by, WTTC or a Verifier; and
- h. Immediately notify WTTC in writing if any of the following matters come to your attention:
 - i. Any actual, suspected or threatened infringement of WTTC's intellectual property rights;
 - ii. Any claim made or threatened that the Basics and Basics Logo infringe the rights of any third party; or
 - iii. Any other form of attack, charge or claim to which the Basics Logo may be subject.

7. WTTC's Right to Request Information

- I. WTTC and/or one of the Verifiers may at any time request information from you to evidence your efforts to ensure continued compliance with the Basics and/or access to the hotel/property to verify this.
- II. WTTC and/or one of the Verifiers may immediately terminate your entitlement to display the Basics Logo where in WTTC's sole determination (where the power to make such determination may be delegated to a Verifier):
 - a. You fail to provide sufficient information capable of evidencing your compliance with the Basics;
 - b. Any information provided to WTTC and/or the Verifiers is found to be materially incomplete, false or misleading;

- c. you refuse a reasonable request by WTTC or the Verifier to access the hotel/property for the purpose of an inspection; or
 - d. complaints have been made to WTTC or the Verifier that the Basics are not being complied with and an investigation undertaken by WTTC or a Verifier has determined (in WTTC's sole discretion) that such complaints are founded.
- III. Following termination under this section, the Organisation must immediately cease all displaying of the Basics Logo. All obligations under these Terms that should survive termination, including but not limited to sections 4. 6. 8. and 9. shall continue in full force and effect.
- IV. Organisations are not entitled to any losses or damages suffered (or alleged to be suffered) as a result of termination under this section, including but not limited to any costs in updating websites or other online media, disposing of marketing materials including the Basics Logo, or reimbursement of the Fee.
- V. WTTC and its Verifiers will each have access to any personal data that is submitted as part of the verification process and adherence to the Basics. WTTC will process all personal data in accordance with all applicable data protection legislation and regulations and the terms of its privacy policy which can be accessed here: <https://wttc.org/privacy-policy>. Verifiers' processing of your personal data will be subject to that Verifier's privacy policy. Please review the applicable privacy policies before submitting any personal information.

8. Liability

- I. To the fullest extent permitted by law, the parties shall not be liable to each other or any third party for any costs, expenses, loss or damages (whether direct, indirect or consequential, and whether economic or other) arising from adherence or non-adherence to the Basics Logo, including, but not limited to, any:
 - a. Loss of profits;
 - b. Loss of sales or business;
 - c. Loss of agreements or contracts;
 - d. Loss of anticipated savings;
 - e. Loss of or damage to goodwill; and/or
 - f. Indirect or consequential loss.

- II. Without prejudice to the generality of the above, the parties will not be liable to each other for any costs, expenses, loss or damages (whether direct, indirect or consequential, and whether economic or otherwise) associated with the application of the Basics or use of the Basics Logo.

9. Indemnity

You agree to indemnify, defend and hold WTTC, its affiliates, agents, licensors, and Verifiers harmless from all claims, causes of action, costs, expenses, fees (including reasonable attorneys' fees), judgments, liabilities, losses, and damages arising out of or in connection with:

- I. Any breach by you of these Terms;
- II. Your adherence to the Basics and/or use of the Basics Logo;
- III. Your exercise of the rights granted under these Terms;
- IV. The enforcement of these Terms against you; and
- V. Any claim made against WTTC by a third party arising out of or in connection with your adherence to the Basics and/or use of the Basics Logo.

10. Termination

WTTC may terminate these Terms and the rights granted to you hereunder and your eligibility to use the Basics Logo at any time with immediate effect.

11. Entire Agreement

These Terms constitute the entire agreement between WTTC and Organisations and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings, whether written or oral, relating to the Basics and/or the use of the Basics Logo.

12. Third Party Rights

Unless expressly stated otherwise, these Terms do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999.

13. Severance

Each of the paragraphs of these Terms operate separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

14. Applicable Law

These Terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them or subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. The courts of England and Wales will have exclusive jurisdiction to determine any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms.

Date:

Place:

Company:

Full Name Representative:

Signature:

Please send signed document to: sustainability@wttc.org