

Hotel Sustainability Basics Supporter Logo Terms & Conditions

Important, please read these Terms carefully before displaying the Hotel Sustainability Basics Supporter Logo.

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 and Supporter Logo for use by Organisations; and
- II. “Organisation”, “you” or “your”, being a WTTC member or non-member, including destination authorities (including national, regional and local tourism administrations and organisations) and/or companies (including hotel brands, associations and related organisations) which have chosen to promote the Hotels Sustainability Basics among their stakeholders (partners, members, properties) and to display the Supporter Logo.

2. Definitions

The following definitions apply in these Terms:

- I. “Basics” means the WTTC Hotel Sustainability Basics, as may be amended from time to time; and
- II. “Supporter Logo” means the WTTC Hotel Sustainability Basics Supporter Logo offered by WTTC for use on Organisation websites, in marketing materials and other public facing materials.

3. The Hotel Sustainability Basics

WTTC has created the Basics and the Supporter Logo in good faith for use and promotion by Organisations to help raise sustainability within the hospitality industry.

You acknowledge and agree that:

- I. Your application and/or promotion of the Basics is entirely voluntary and that WTTC assumes no liability for your application and/or promotion of the Basics, and nor of your use of the Logo;
- II. 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;
- III. 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 Supporter Logo for use by Organisations, WTTC is not providing an official certification or accreditation system;
- IV. Use of the Supporter Logo will be entirely at your own risk;
- V. The Supporter Logo does not designate your compliance with the Basics; instead it recognises that you promote the Basics among your stakeholders.
- VI. You may not issue the Supporter Logo to your stakeholders;
- VII. WTTC reserves the right to modify the Basics and/or Supporter Logo and issue revised versions from time to time. Updated Basics and Supporter Logos will be found on the WTTC website. You are solely responsible for revisiting the WTTC website, monitoring updates to the Basics and the Supporter Logo and ensuring compliance with any updates made to

the Basics and Supporter Logo. WTTC is under no obligation to individually distribute updated versions of the Basics or Supporter Logo to Organisations.

4. The WTTC Hotel Sustainability Basics Supporter Logo

The Supporter Logo seeks to recognise Organisations who champion the Basics, promoting the implementation of the Basics among their partners, members, and/or properties to generate increased engagement in fundamental sustainability measures as identified by the global hotel industry.

Organisations may choose to display the Supporter Logo to display this support, subject to these Terms.

5. Your Obligations

Only those Organisations who are working to ensure that their relevant stakeholders comply with the Basics in their entirety may display the Supporter Logo on their websites, in marketing materials and other public facing materials.

For a DMO, the stakeholders would be its local hotel community. For an association, its members, and for a brand, its properties.

You acknowledge and agree that:

- I. You will not display the Supporter Logo unless you are promoting compliance with the Basics to your stakeholders;
- II. You will not issue the Supporter Logo to your stakeholders;
- III. WTTC will not be responsible for assessing your initial or continued efforts to ensure compliance with the Basics and use of the Supporter Logo, and all liability for compliance with the Basics and any applicable laws, rules or regulator guidance will rest with you exclusively, and not WTTC;
- VI. You will comply with all local laws applicable to your Organisation and that where your adherence to the Basics and/or use of the Supporter Logo would amount to a breach of local laws, you will not make use of either; and
- VII. You will not make any derogatory statements about the Basics, Supporter Logo or WTTC, or behave in any way that would damage WTTC's reputation, or the reputation of the Basics or the Supporter Logo.

6. Use of WTTC Intellectual Property

The Organisation accepts that all intellectual property rights subsisting in the Basics and Supporter Logo are owned by, and/or under the control of, WTTC.

In consideration of the Organisation meeting all of its obligations under these Terms, WTTC hereby grants to the Organisation a non-exclusive, royalty-free, sub-licensable, revocable worldwide licence to display the Supporter Logo in the form presented below on its websites, marketing materials and other publicly facing materials for the purposes specified herein, and subject to, and accordance with, these Terms.

You must:

- I. Not alter or modify the Supporter Logo in any way, except for incorporation of your own logo (as instructed by WTTC) or unless WTTC publishes an update to the Supporter Logo requiring you to alter or modify it;

- II. Display the Supporter Logo in its entirety;
- III. Not use the Supporter Logo in any way that might risk injuring WTTC's reputation;
- IV. Not use the Supporter Logo in any way that breaches local laws applicable to your Organisation;
- V. Ensure that use of the Supporter Logo is truthful and not misleading;
- VI. Not use the Supporter Logo to imply any relationship with, or endorsement or sponsorship by, WTTC;
- VII. Not grant any sub-licence permitting any third party to exercise the rights granted herein, unless that third party has itself also ensured compliance with the Basics and these Terms;
- VIII. Immediately notify WTTC in writing if any of the following matters come to your attention:
 - a. Any actual, suspected or threatened infringement of WTTC's intellectual property rights;
 - b. Any claim made or threatened that the Basics and/or Supporter Logo infringe the rights of any third party; or
 - c. Any other form of attack, charge or claim to which the Basics and/or Supporter Logo may be subject.

Form of Supporter Logo:



7. WTTC's Right to Request Information

WTTC may at any time request information from you to evidence your efforts to promote compliance with the Basics, and WTTC may terminate your entitlement to display the Supporter Logo where:

- I. You fail to provide sufficient information capable of evidencing your efforts to promote compliance with the Basics, in WTTC's sole determination; and
- II. Any information provided to WTTC is found to be false or misleading.

8. Liability

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 and/or use of the Supporter Logo, including, but not limited to, any:

- I. Loss of profits;
- II. Loss of sales or business;
- III. Loss of agreements or contracts;
- IV. Loss of anticipated savings;
- V. Loss of or damage to goodwill; and
- VI. Indirect or consequential loss.

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 Supporter Logo.

9. Indemnity

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

- I. Any breach by you of these Terms;
- II. Your promotion of the Basics and/or use of the Supporter 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 promotion of the Basics and/or use of the Supporter Logo.

10. Termination

WTTC may terminate these Terms and the rights granted to you hereunder and your eligibility to use the Supporter 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 use of the Basics and/or Supporter 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.

Date:

Place:

Company:

Full Name Representative:

Signature:

Please send signed document to: **sustainability@wtfc.org**