

## TRAVELODGE SITE INTRODUCTION SCHEME – TERMS & CONDITIONS

### 1 Introduction

- 1.1 These terms and conditions govern the site introduction scheme operated by Travelodge Hotels Limited ("**Travelodge**", "**We**", "**us**", "**our**") under which individuals may Submit a Site to Travelodge via this website and, where such Submission is the first for the applicable Site and where such Site is subsequently Acquired, such individuals may receive a "finder's fee" from Travelodge ("**the Scheme**").
- 1.2 In participating in the Scheme, you accept and agree to be bound by these terms and conditions. If you do not accept these terms and conditions, your Submission is invalid.

### 2 Interpretation

- 2.1 For the purposes of these terms and conditions:

"**Acquire**" / "**Acquired**" means in respect of any Site, the unconditional exchange of contracts between the relevant seller, developer or owner and Travelodge;

"**Site**" means any site identified by you in a Site Introduction Form;

"**Submit**" / "**Submission**" means the submission of an Site Introduction Form, in the manner set out in paragraph 3.2 below.

### 3 Eligibility

- 3.1 To be eligible to participate in the Scheme:
- (a) you must not be under the age of 18 years at the date on which you make a Submission;
  - (b) Submit to us a fully completed Site Introduction Form in accordance with the instructions set out in paragraph 3.2 below.
  - (c) you must not be an employee of Travelodge who is involved in either the operation of the Scheme and/or the Travelodge Development Team.
- 3.2 The following sets out the requirements for the correct Submission:
- (a) each Site Introduction Form must:
    - (i) be correctly completed by you;
    - (ii) not make reference to more than one Site (i.e. no more than one development opportunity per Submission); and/or
    - (iii) be submitted by you in good faith; and
  - (b) you must be able to establish, if required to do so by us and to our reasonable satisfaction, that the property referenced in a Site Introduction Form is available for sale or lease as at the date of Submission,

and we may, at our discretion, reject any Submission which fails to comply with one or more of the above requirements and we shall not be liable for any rejected Submission.

### 4 The Scheme

- 4.1 You may make as many Submissions as you wish, at any time during the operation of the Scheme.

- 4.2 Travelodge will pay you a fee ("**Finder's Fee**") if:
- (a) you have no legal or equitable interest of any kind in the Site, nor any contractual interest as a developer, builder or otherwise in relation to the Site;
  - (b) you have fully complied with these terms and conditions and have provided all reasonable assistance to enable us to establish that this is the case;
  - (c) a Site is Acquired by Travelodge which has been Submitted by you, before any other person and which is not already on our records at the date of Submission. If more than one person makes a Submission in respect of the same Site, we shall only pay the Finder's Fee to the earliest such Submission (subject in each case to the compliance by the relevant individual with these terms and conditions). Travelodge will not be liable for any Submission which has been delayed as a result of the act or omission of any third party (including without limitation any internet services provider). The date and time of each Submission shall be the date and time on which such Submission is actually received by Travelodge.
- 4.3 In making a Submission to us, you agree to provide such assistance and/or further information as we may reasonably require in relation to the relevant Site, for the purpose of that Site being Acquired by Travelodge.
- 4.4 The Finder's Fee will be calculated on the following basis:
- £500 x the number of hotel bedrooms to be operated by Travelodge on an Acquired Site**
- 4.5 The Finder's Fee is the limit of our obligation to you. Travelodge does not accept that it has any obligation to give any reasons for not pursuing any transaction relating to any Site. Travelodge reserves the right to withhold payment to you of any Finder's Fee if and for as long as we dispute the validity of a Submission and/or we suspect that you have not fully complied with these terms and conditions.
- 4.6 You acknowledge that Travelodge shall have no obligation whatsoever to Acquire any Site that you have Submitted and, you warrant that neither you, nor any relative has any association with the owner, developer, or any person, partnership or corporation with any legal or equitable interest in the Site.
- 4.7 In respect of any Site Submitted by you, that Site must be Acquired by us as a result of your Submission, in order for you to be entitled to receive a Finder's Fee. Should your Submission not lead to the relevant Site being Acquired by Travelodge, but that Site is subsequently Acquired as a result of another Submission or any other form of introduction, then you will not be entitled to receive a Finder's Fee.
- 4.8 Any payment due will only be made if you have complied with all registration/information requirements on the Website or as may be requested by Travelodge. Payment shall be made to the person so registered.
- 4.9 Payment of any Finder's Fee shall be made as soon as reasonably practicable following the date on which a Site is Acquired by us as a result of your Submission.
- 4.10 Travelodge maintains a record of Sites that we have already identified. If a Site already appears on such record prior to the time and date of your Submission, you will not be entitled to receive a Finder's Fee, should such Site be Acquired by Travelodge.
- 4.11 Travelodge will notify the Inland Revenue of any payment made and reserves the right to request such personal information from you as the Inland Revenue may require. It will be your responsibility to pay any taxes or outgoings due on the Finder's Fee to government agencies or third parties.

## **5 General**

- 5.1 You acknowledge and agree that, if Travelodge Acquires any Site Submitted by you, we may use your name and brief details of your address, in published material and advertising connected with the Scheme without restriction.
- 5.2 Travelodge will not be liable for any cancellations, alterations or modifications to the Scheme or the Finder's Fee for any reason which falls outside our reasonable control.
- 5.3 By participating in the Scheme you agree that you will be bound by these terms and conditions.
- 5.4 The Scheme and these terms and conditions are governed by the laws of England and Wales.

Travelodge Hotels Ltd.  
Sleepy Hollow  
Aylesbury Road  
Thame  
Oxfordshire  
United Kingdom  
OX9 3AT.

**SITE INTRODUCTION FORM**

<b>Name</b>	
<b>Telephone Number</b>	
<b>Email Address</b>	
<b>SITE DETAILS:</b>	
<b>Address</b>	
<b>Postcode</b>	
<b>Freehold / Leasehold (if known)</b>	
<b>Planning Consents (if known)</b>	
<b>Gross Area in square feet / acreage (if known)</b>	
<b>SELLER'S DETAILS (IF KNOWN):</b>	
<b>Name (if the seller is an individual)</b>	
<b>Name (if the seller is a company)</b>	
<b>Contact Name (if different from above)</b>	
<b>Telephone Number</b>	
<b>Email Address</b>	