

## IHG Academy Participation Agreement

This agreement is made between IHG and the Hotel.

In this agreement, 'IHG', 'we' or 'us' means Six Continents Limited and its group of companies (together) and the 'Hotel' or (in the rest of this agreement) 'you' means the owner of the hotel, including its owning entity and its group of companies, on behalf of which you certify (below) that you have authority to sign.

In consideration for us granting you permission to participate in an IHG Academy work-experience scheme at your Hotel (the 'IHG Academy') and the Licence (defined below), you agree to the following terms and conditions:

### 1. IHG Academy

- 1.1 We grant you permission to set up and run the IHG Academy in accordance with the terms of this agreement.
- 1.2 You must comply with all relevant statutory requirements and other laws and regulations concerning the IHG Academy, with the [Code of Conduct](#) and IHG's reasonable instructions.
- 1.3 You must notify us of any legal claims made against you in connection with the IHG Academy (including any claims made against members of your group or against your staff) during the term of this agreement and use your reasonable endeavours to consult with us regarding the conduct of any such claim.
- 1.4 This agreement does not modify or in any way amend your franchise, management or licence agreement with IHG.

### 2. Employment Status

- 2.1 You acknowledge and agree that your participation in the IHG Academy or an individual's participation in in the IHG Academy or placement at your hotel does not create an employer/employee relationship between the participant and IHG. Individuals shall not be entitled to participate in any IHG employee benefit plans during their participation in the IHG Academy.
- 2.2 IHG does not represent or suggest that participating individuals is or will be employed or offered employment at the Hotel, IHG or any hotel operating under a brand owned by IHG. You and your employees, officers and sub-contractors shall not make any promises, statements, or guarantees that conflict, or act in any manner which might reasonably create an impression that conflicts, with this clause.

### 3. Logo

- 3.1 We grant to you during the term of this agreement a non-exclusive, non-transferable, royalty-free, revocable licence to use the logo IHG ACADEMY (the 'Logo') solely for the purposes of acknowledging your participation in the IHG Academy (the 'Licence').

- 3.2 You agree to comply with our reasonable directions with regard to the use of the Logo and to consult with us as to the form and content of all promotional and other material in which our Logo will appear.
- 3.3 You agree that you shall only use the Logo in such manner as shall preserve and protect IHG's ownership of or interest in the Logo, and that you shall not permit any act that brings into disrepute or adversely affects our Logo, the goodwill attached to it, or our rights anywhere in the world. You shall not obtain or claim any right, title or interest in the Logo except the rights of use contained in the Licence.
- 3.4 Upon revocation of the Licence, you shall use your reasonable endeavours to ensure that all materials in your control or possession which contain or bear the Logo are returned to us.

#### **4. Publicity**

IHG may use the name of your IHG-branded hotel in connection with materials released to the public and to other third parties in connection with the marketing of the IHG Academy and for other related purposes without your prior approval.

#### **5. Indemnity**

You will indemnify IHG and its employees, agents, officers and sub-contractors with respect to all and any claims and liabilities of any nature whatsoever arising out of or in connection with IHG Academy, or an individual's participation in it.

#### **6. Duration and variation of agreement**

- 6.1 This agreement shall remain in force until the IHG Academy terminates or the Hotel ceases to be an IHG hotel, whichever is the sooner. Both parties are entitled to terminate the IHG Academy on notice to the other.
- 6.2 In addition, we shall be entitled to vary the terms of or terminate this agreement or the IHG Academy at any time at our sole discretion and on notice to the Hotel.
- 6.3 Any such termination shall be without prejudice to the accrued rights of the parties as at the date of such termination, and shall not bring to an end any provision of this agreement that expressly or impliedly comes into force or continues in force on such termination.

#### **7. General**

- 7.1 This agreement comprises the entire agreement of the parties in relation to its subject matter. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.
- 7.2 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments

for or on behalf of any other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

- 7.3 IHG shall not bear any costs for activities undertaken in connection with the IHG Academy.
- 7.4 You may not assign, transfer, subcontract or delegate this agreement in whole or in part of any of your rights or obligations under it without our prior written agreement.
- 7.5 This agreement is governed by and construed in accordance with the law of England and Wales and any dispute which may arise out of or in connection with this agreement is subject to the exclusive jurisdiction of the courts of England and Wales.
- 7.6 Headings are for convenience only and not for use in interpretation.

I confirm that I have the authority to enter into this agreement on behalf of the Hotel.