



TRAVEL PLACES

(Travel Places, in association with American Express Global Business Travel)

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GENERAL TERMS OF BUSINESS

1. Interpretation

The following definitions and rules of interpretation apply in these Terms & Conditions.

a. Definitions:

- a. **"ATOL"** means an air travel organiser's licence granted by the Civil Aviation Authority under the ATOL Regulations.
- b. **"ATOL Regulations"** means The Civil Aviation (Air Travel Organisers' Licensing) Regulations 2012.
- c. **"Booking Confirmation"** means Travel Places written acceptance issued in respect of the relevant Travel Booking Request, and confirming the details of the booking to which the relevant Booking Confirmation relates.
- d. **"Business Day"** means a day other than a Saturday, Sunday, bank or public holiday in England.
- e. **"Business Hours"** means. 0900 to 1730 inclusive on a Business Day.
- f. **"Contract"** means the contract between Travel Places and the Client for the supply of Services in accordance with the Contract Details and these Terms & Conditions.
- g. **"Contract Details"** means the contract details sheet to which these terms & conditions are attached
- h. **"Client Default"** has the meaning set out in clause 5.
- i. **"Client Personal Data"** shall have the meaning ascribed to it in clause 27.
- j. **"Data Controller"** or **"Controller"** has the meaning given to it in the Data Protection Legislation.
- k. **"Data Processor"** or **"Processor"** has the meaning given to it in the Data Protection Legislation.
- l. **"Data Protection Legislation"** means the UK Data Protection Act 2018 as amended and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (iii) any successor legislation to the GDPR applicable in the UK.
- m. **"Data Subject"** has the meaning given to it in the Data Protection Legislation.
- n. **"Fees"** means the fees and charges payable by the Client in respect of the Services, as detailed in the Contract or attached pricing sheet and as may be updated from time to time in accordance with these Terms & Conditions. For the avoidance of doubt, **"Fees"** expressly excludes any sums collected by Travel Places on behalf of third parties (for example air fares collected on behalf of airlines).
- o. **"Force Majeure Event"** means any circumstance not within a Party's reasonable control including, without limitation: (i) acts of God, flood, drought, earthquake or other natural disaster; (ii) epidemic or pandemic; (iii) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; (iv) nuclear, chemical or biological contamination or sonic boom; (v) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition; (vi) collapse of buildings, fire, explosion or accident; and (vii) interruption to or failure of a utility service.
- p. **"GDPR"** means the General Data Protection Regulation (EU 2016/679).
- q. **"Intellectual Property Rights"** means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all



applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

- r. **"Invoice"** means the invoices issued by Travel Places for payment by the client and payable as set out in the Clause "Client Obligations" or as otherwise agreed.
- s. **"Options Email"** means an email sent to the Client by Travel Places following receipt of a Travel Enquiry, and detailing the relevant carriage, transport (which expression shall for the purposes of this Contract include car hire) and / or accommodation options (as applicable in the context of the relevant Travel Enquiry) and associated availability, prices, dates, times and applicable terms.
- t. **"Personal Data"** has the meaning given to it in the Data Protection Legislation.
- u. **"Processing"** and **"process"** have the meaning set out in the Data Protection Legislation.
- v. **"Sensitive Personal Data"** has the meaning set out in the Data Protection Legislation and relates only to sensitive personal data, or any part of such sensitive personal data, in respect of which the Client is the Data Controller and in relation to which Travel Places is providing Services under or in connection with this Contract.
- w. **"Services"** the corporate travel management services supplied via Travel Places to the Client from time to time pursuant to this Contract.
- x. **"Standard Contractual Clauses"** the "International Data Transfer Agreement" and the "International Data Transfer Addendum to the European Commission's standard contractual clauses for international data transfers", as issued by the UK Information Commissioner's Office.
- y. **"Terms and Conditions"** or **"Agreement"** means these Terms and Conditions.
- z. **"Travel Booking Request"** shall have the meaning set out in clause 2(e).
- aa. **"Travel Enquiry"** means each of the Client's request for Services which may be submitted to Travel Places by telephone or by email using the contact details provided by Travel Places from time to time.

b. Interpretations:

- i. The Schedules and Annexes form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules and Annexes.
- ii. Expressions defined in the Schedules and Annexes and used in this Agreement have the meaning set out in the Schedules and Annexes.
- iii. A reference to a statute or statutory provision is a reference to it as amended or re-enacted from time to time. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
- iv. Any words following the terms including, include, in particular, for example or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- v. A reference to writing or written includes faxes and email (except in relation to formal Notices).
- vi. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- vii. A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

2. Basis of contract & Term

- a. This Contract shall commence on the date stated at the beginning of it and shall continue for a period of **X** years after which the contract will continue on a rolling basis.
- b. Subject to Clause 8(a)(a), In the event of lack of performance by either party, they will attempt to resolve any issue between themselves in the first instance by rectifying the breach within 30 days.



- c. On each occasion when the Client has a requirement for Services it shall submit a Travel Enquiry to Travel Places. Each Travel Enquiry constitutes an offer by the Client to purchase Services in accordance with and on the terms of this Contract. Travel Places may accept or decline any such offer in its absolute discretion.
- d. Where Travel Places accepts the Client's offer to purchase the relevant Services (whether in whole or in part), it shall perform the relevant aspects of the Services following receipt of the relevant Travel Enquiry, and shall send to the Client an Options Email in respect of such Travel Enquiry.
- e. If the Client wishes to book some or all of the carriage, transport and / or accommodation services detailed in the relevant Options Email it shall notify Travel Places in writing of the items that it wishes to purchase ("Travel Booking Request").
- f. The Travel Booking Request shall constitute an offer from the Client to purchase the carriage, transport and / or accommodation services (as appropriate) detailed in the relevant Travel Booking Request, and such offer shall only be deemed to be accepted when Travel Places issues a Booking Confirmation in respect of the relevant Travel Booking Request at which point and on which date the Client shall become bound to purchase the carriage, transport and / or accommodation services (as appropriate) detailed in the relevant Travel Booking Request on the terms set out in this Contract.
- g. The terms of the Contract apply to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

3. Important – Travel Places status as Agent

- a. The terms of this Agreement are between Travel Places and the Client.
- b. Travel Places acts as Agent for the relevant carriers, transport and accommodation providers. Travel Places is not the provider or supplier of any Services.
- c. The relevant carrier(s) (including airlines) and accommodation providers (as detailed in the relevant Booking Confirmation) are not Travel Places' subcontractors. Such providers are the providers of the carriage, transport and accommodation services detailed in the relevant Booking Confirmation, and are responsible for the provision of the relevant carriage, transport and accommodation.
- d. The relevant carrier(s), transport and accommodation providers (as detailed in the relevant Booking Confirmation) shall have their own Terms and Conditions of carriage, transport and accommodation which shall apply to the services provided by them – such Terms and Conditions shall form a separate, additional contract between the Client (and the person on whose behalf the relevant travel arrangements are purchased) and the relevant carrier(s). Copies of such Terms and Conditions are available on request from the relevant carrier(s), transport and accommodation providers, and may be available on their respective websites.
- e. For the avoidance of doubt, American Express Global Business Travel ("GBT") operate in association with Travel Places with GBT providing back-end servicing and ticketing as an authorised party and GBT act as a Data Controller and in relation to those services.
- f. Any quotation given by Travel Places shall not constitute an offer, and (i) shall be valid for the validity period (if any) detailed in / provided with (as appropriate) the relevant quotation and (ii) shall be subject to the Terms and Conditions detailed in / specified with the relevant quotation (for example, some airlines will not hold seats, so any such seats will be subject to availability immediately prior to Travel Places issuing a Booking Confirmation) and (iii) are, notwithstanding the stated validity period of any quote, subject to change based on any changes in taxation (including the levels and rates thereof) which take effect after the relevant quotation is issued.
- g. The Parties agree that this Agreement shall be considered a "general agreement" for the purposes of business travel exemption within the Package Travel and Linked Travel Arrangements Regulations 2018 ("PTR 2018") and the Civil Aviation (Air Travel Organisers' Licensing) Regulations 2012 and the Civil Aviation (Air Travel Organisers' Licensing) (Amendment) Regulations 2018 ("ATOL Regs"). Accordingly, the Travel Arrangements sourced and/or arranged by Travel Places for the benefit and at the instruction



of the Client are exempt from the scope of the PTR 2018 and the ATOL Regs and the Client and/or Client Personnel are not afforded any of the rights provided by the PTR 2018 and ATOL Regs.

4. Travel Places' Obligations

- a. In accordance with this Agreement, Travel Places shall:
 - i. provide the Services using good quality systems, techniques and standards and reasonable skill and care and applying the care and skill in accordance with best practice in the travel management industry;
 - ii. act as the Client's agent and in accordance with its instructions, to arrange, source and otherwise facilitate the provision of the Travel Arrangements;
 - iii. make itself available upon reasonable notice for the purposes of consultation, advice and support relating to the Services and/or this Agreement;
 - iv. comply with all applicable laws and regulations, including Data Protection Legislation, the Bribery Act 2010 and the Modern Slavery Act 2015 so far as they apply to Travel Places;
 - v. If and where agreed, provide the Client with access to Travel Place's dedicated account manager for an agreed period who will work alongside the Client, in some instances at an event site or as agreed;

5. Client's obligations

- a. The Client shall:
 - i. ensure that the terms of the Booking are complete and accurate;
 - ii. co-operate with Travel Places in all matters relating to the Services;
 - iii. provide Suppliers with such information and materials as Travel Places may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
 - iv. obtain and maintain all necessary permissions and consents which may be required for the Services before the date on which the Services are to start;
- b. If Travel Place's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation (Client Default) limiting or affecting any other right or remedy available to it:
 - i. Travel Places shall have the right to suspend performance of the Services on behalf of Suppliers until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations in each case to the extent the Client Default prevents or delays Travel Places performance of any of its obligations;
 - ii. Travel Places shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from Travel Places failure or delay to perform any of its obligations as set out in this clause (5); and
 - iii. Client will reimburse Travel Places on written demand for any direct, reasonable and verifiable costs or losses sustained or incurred by Travel Places arising directly or indirectly from the Client Default.
- c. Payment terms:
 - i. All Invoices shall be deemed to be correct and are due for payment by the month end following the invoice month;
 - ii. If the Client fails to make a payment of an Invoice due to Travel Places under this agreement by the agreed due date then, without limiting any other remedies available to Travel Places, the Client shall pay interest on the overdue sum from the due date until payment of the overdue



sum, whether before or after judgment. Interest under this clause will accrue each day at 4% per annum above the Bank of England's base rate applicable during the debt period, but at 4% a year for any period when that base rate is below 0%.

6. Alterations to & cancellations of confirmed bookings:

a. Alterations:

- i. Whilst Travel Places will endeavour to make alterations requested by the Client in respect of bookings for which a Booking Confirmation has been issued, the Client hereby acknowledges and agrees that:
 - (a) the process for, terms of and costs associated with, in each case amendments requested by the Client to bookings in respect of which a Booking Confirmation has been issued shall be dependent on the terms of the relevant provider of the travel services and / or accommodation services (as applicable), and the type of ticket / booking purchased;
 - (b) There will be cases where it is not possible for Travel Places to make changes to bookings in respect of which a Booking Confirmation has been issued, for example some airline tickets are sold on a non-refundable and / or non-changeable basis.
 - (c) Travel Places will add the relevant Fees for assisting with any alternations requested by the Client in respect of bookings for which a Booking Confirmation has been issued.

b. Cancellations:

- i. The Client hereby acknowledges and agrees that:
 - (a) the process for, terms of and costs associated with, in each case cancellations requested by the Client to bookings in respect of which a Booking Confirmation has been issued shall be dependent on the terms of the relevant provider of the travel services and / or accommodation services (as applicable), and the type of ticket / booking purchased;
 - (b) There will be cases where it is not possible for Travel Places to cancel bookings in respect of which a Booking Confirmation has been issued or where a booking can be cancelled but no refund will be issued by the relevant provider / carrier, for example some airline tickets are sold on a non-changeable basis; and
 - (c) Travel Places will add the relevant Fees for assisting with any cancellations requested by the Client in respect of bookings for which a Booking Confirmation has been issued.

7. ATOL

- a. Generally - the Parties agree that this Agreement shall be considered a "general agreement" for the purposes of business travel exemption within the Package Travel and Linked Travel Arrangements Regulations 2018 ("PTR 2018") and the Civil Aviation (Air Travel Organisers' Licensing) Regulations 2012 and the Civil Aviation (Air Travel Organisers' Licensing) (Amendment) Regulations 2018 ("ATOL Regs"). Accordingly, the Services are sourced and/or arranged by Travel Places for the benefit and at the instruction of the Client are exempt from the scope of the ATOL Regs and the Client and/or Client Personnel are not afforded any of the rights provided by the ATOL Regs.
- b. Corporate Sales Exemption - Where the provision of Services consists of Travel Places booking a flight seat only for a corporate body, such flight seat booking will not have the benefit of the protections provided under the ATOL Regulations, since such flights will be booked under the corporate bodies exemption granted by the Civil Aviation Authority under regulation 11 of the ATOL Regulations.
- c. IATA Exemption - Where the provision of Services consists of Travel Places booking a flight seat only for a person other than a corporate body then if such flight seat is booked under the IATA Accredited Agents



- exemption granted by the Civil Aviation Authority under regulation 11 of the ATOL Regulations (this will be confirmed during the booking process), such flight seat booking will not have the benefit of protections provided under the ATOL Regulations.
- d. Travel Places will be accepting the payment for the relevant flight seat unless otherwise specifically agreed in writing.
 - e. Bookings made as agent of the aircraft operator:
 - i. Where the provision of Services consists of Travel Places booking a flight seat as agent for the relevant aircraft operator (this will be confirmed during the booking process), such flight seat booking will not have the benefit of protections provided under the ATOL Regulations.
 - ii. Travel Places will be acting as agent for the relevant aircraft operator in accepting the payment – details of the relevant operator will be provided during the booking process.
 - f. Bookings made as agent of an ATOL holder:
 - i. Where the provision of Services consists of Travel Places booking a flight seat as agent for an ATOL holder (this will be confirmed during the booking process), such flight seat booking will have the benefit of protections provided under the ATOL Regulations – a copy of the relevant ATOL certificate will be provided during the booking process.
 - ii. Travel Places will be accepting the payment for the relevant flight seat booking on behalf of (and as agent for) the relevant airline.
 - iii. Travel Places will be acting as agent for the relevant ATOL holder in accepting the payment – details of the relevant ATOL holder (including its name and ATOL number) will be provided during the booking process.
 - g. Where clauses 7 (a to f) do not apply, then the relevant booking shall be made under Travel Places ATOL (ATOL number 11961) and shall have benefit of the relevant protections provided under the ATOL Regulations, and Travel Places shall provide a copy of the ATOL certificate during the booking process. For further details in respect of ATOL, please see <https://www.caa.co.uk/ATOL-protection/>.

8. Termination

- a. Without affecting any other right or remedy available to it, either Party may terminate this Agreement, effective immediately, upon written notice to the other Party if:
 - (a) the other Party has committed a material breach of its obligations under these Terms and Conditions and, if capable of remedy, has failed to remedy such material breach within thirty (30) days of receipt by the other Party of written notice thereof;
 - (b) the other takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
 - (c) there is the liquidation or dissolution of the other Party; or
 - (d) there is the insolvency of the other Party or the filing of bankruptcy or similar proceedings with respect to the business of the other Party.
- b. Without affecting any other right or remedy available to it the Client may terminate these Terms and Conditions for convenience, in whole or in part, with thirty (30) days written notice.
- c. The termination of these Terms and Conditions shall be without prejudice to any rights and obligations of either party, which shall have accrued prior to termination. Termination of these Terms and Conditions will automatically result in the cancellation of any flight booking, unless agreed otherwise between the parties.



9. Consequences of termination

- a. On termination of the Contract the Client shall pay to Travel Places all of Travel Places' outstanding unpaid and undisputed invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, Travel Places shall submit an invoice, which shall be payable by the Client by the month end following the invoice month;
- b. Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.
- c. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract (shall remain in full force and effect.

10. Quotations

- a. Upon receiving Client instructions with regard to the type of event programme You wish us to provide, we will prepare a detailed proposal tailored to Your requirements. We will offer quotations on a complimentary basis, after this should the Client require additional proposals additional fees may apply.
- b. When preparing estimated costings foreign currencies will be converted in to Sterling at the American Express Global Business Travel ("GBT") rate of exchange applicable on the date the estimated costing is prepared. For final settlement the applicable rate of exchange will be that on the date the settlement is produced.

11. Individual Services / Event Cancellation and Amendment

- a. If a flight booking is cancelled after confirmation the Client agrees to pay us the direct expenses incurred to date and the cancellation fees as set forth in the applicable flight booking schedule. Notwithstanding the foregoing the Client will also be liable for any cancellation or amendment fees levied by any travel supplier involved in fulfilling the flight booking programme.

12. Entire Agreement

- a. These Terms and Conditions, and any other documents referred to in it, constitute the entire agreement between the parties relating to the matters herein and supersede all previous communications, representations or agreements either verbal or written between the parties hereto with respect to the subject matter hereof and no agreement or understanding varying or extending the same will be binding upon the parties unless in writing signed by authorised representatives and specifically referring to these Terms and Conditions.

13. Confidentiality

- a. Each Party agrees to preserve the confidentiality of all the terms of these Terms and Conditions and any information of a confidential and proprietary nature that the receiving party or its affiliates (the "Receiving Party") receive from the other party or its affiliates (the "Disclosing Party") in the performance of or in connection with these Terms and Conditions (collectively, the "Confidential Information") using at least the same degree of care as it employs in maintaining in confidence its own confidential information of a similar nature, but in no event less than a reasonable degree of care. The foregoing confidentiality and restricted use obligations shall not apply to information that is
 - (a) in an aggregate form not attributable to the Disclosing Party;
 - (b) already known and free of any restriction on the Receiving Party at the time it is obtained;
 - (c) subsequently learned from an independent third party free of restriction;
 - (d) publicly available; or



(e) required by applicable law or court order to be disclosed; provided, however, that if not prohibited by law and if practicable, the Receiving Party shall

(i) give prompt written notice of any such request or requirement to the Disclosing Party, and the Confidential Information of the Disclosing Party it believes it is required to disclose; and

(ii) cooperate to the extent practicable with the Disclosing Party, at the Disclosing Party's expense, with any reasonable efforts of the Disclosing Party to avoid or minimize such disclosure and/or obtain confidential treatment thereof or other protective order. If the Disclosing Party is unable to obtain a protective order of confidential treatment, the Receiving Party may disclose the Disclosing Party's Confidential Information without breach of these Terms and Conditions.

- b. The Receiving Party will not use or disclose the Disclosing Party's Confidential Information to any person, firm or other legal entity; provided, however, that:
- i. the Receiving Party may disclose the Disclosing Party's Confidential Information to its affiliates, employees, officers, agents, representatives, including, without limitation, its legal and financial consultants, provided that such persons, firms or legal entities comply with the confidentiality provisions of these Terms and Conditions, and
 - ii. Travel Places may use or disclose Client Confidential Information solely in connection with performing Services hereunder.

14. Publicity

- a. Neither party will disclose these Terms and Conditions in any journal, magazine, publication or otherwise nor use the other party's name in any of its advertising material without the other party's prior written consent.

15. Law

- a. The Parties will comply with all applicable laws, rules and regulations of local, state or federal governments, any Suppliers, the Airlines Reporting Corporation ("ARC"), the Bank Settlement Plan ("BSP"), the International Air Transport Association ("IATA") and the International Airlines Travel Agent Network ("IATAN") and their successors, as applicable, and the United Kingdom Bribery Act of 2010, as amended.
- b. In some cases Travel Places may work with a charter broker to assist in arranging flights with a Principal supplier. The Client may have direct rights against a Principal under such instruments as the Montreal Convention on International Travel by Air. As an Agent, Travel Places accepts no liability for any changes or cancellations made to any services by such a charter broker or other supplier. Travel Places will not be liable for any losses, damages or claims arising from matters which are the responsibility of an Operator Air Carrier (or similar) for (and not limited to) delay to persons, baggage or cargo.
- c. Governing law. This agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.
- d. Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

16. Limitation of liability:

- a. Nothing in the Contract shall limit or exclude Travel Place's liability for:



- i. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors; or
 - ii. fraud or fraudulent misrepresentation; or
 - iii. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); or
 - iv. any other liability which cannot be limited or excluded by applicable law.
- b. Travel Places shall not be liable to the Client, whether in contract, tort (including negligence), for breach of statutory duty, under an indemnity or otherwise, arising under or in connection with the Contract for any special, indirect or consequential loss or damage.
- c. Travel Places' maximum liability to the Client per claim or series of connected claims arising under or in connection with this Contract whether in contract, tort (including negligence), breach of statutory duty, under an indemnity or otherwise shall be limited to the greater of:
 - i. £10,000.00 (ten thousand pounds); and
 - ii. 100% (one hundred percent) of the total Fees paid by the Client to Travel Places in the 12 month period immediately preceding the date of the incident(s) giving rise to the relevant claim, less (i) any rebates, refunds and discounts provided in the relevant period and (ii) any taxes, duties and levies paid in respect of the relevant Fees.
 - iii. The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- d. The Client hereby acknowledges and agrees that:
 - i. Travel Places is not the provider of the carriage (including airlines), transport and accommodation services detailed in the relevant Booking Confirmation;
 - ii. Travel Places shall have no liability or responsibility for any claims, losses or actions arising out of or in connection with (i) the carriage (including airlines), transport and accommodation services or (ii) the acts and omissions of the providers of such services, in each case (i) and (ii) detailed in the relevant Booking Confirmation; and
 - iii. The Client hereby waives, releases and forever discharges any and all actions, claims, rights, demands and set-offs, whether in this jurisdiction or any other, whether or not presently known to the Client or to the law, and whether in law or equity, that it ever had, may have or hereafter can, shall or may have against Travel Places arising out of or connection with (i) the carriage (including airlines), transport and accommodation services and (ii) the acts and omissions of the providers of such services, in each case (i) and (ii) detailed in the relevant Booking Confirmation.
- e. This clause 16 shall survive termination of the Contract.
- f. Unless expressly stated herein to the contrary and except as otherwise expressly prohibited by applicable law, neither party nor its direct or indirect subsidiaries, affiliates, agents, employees, representatives, subcontractors or third party service providers shall be liable to the other party or any third party for any indirect, special, incidental, consequential, punitive, or exemplary damages of any kind (including, without limitation, lost revenues, lost savings, lost profits, or lost business), arising from or relating to these Terms and Conditions or arising from or relating to their respective obligations hereunder, even if advised of such potential damages.
- g. The Client expressly understands and agrees that:
 - i. Travel Places will not be liable for any failure by Clients or their travellers passengers to secure air, car, rental or other insurance in connection with any travel booked hereunder, and
 - ii. It is the Client and Client's passengers' sole responsibility to ensure Client staff and Client passengers are covered by any such insurance prior to travel.
 - iii. Neither Party nor any Travel Places subcontractor will be liable for any failure or delay in performance, except for any payment obligations, resulting from circumstances beyond their



reasonable control including, without limitation, acts of God or nature, government intervention, power, communications, satellite or network failures, unauthorized access or theft, acts of terror, or labour disputes or strikes.

17. Insurance

- a. Travel Places will affect and keep in force at our own cost during the term of these Terms and Conditions insurance policies with reputable insurers providing the following cover:
 - a) Public Liability insurance covering bodily injury and property damage with a limit of not less than £2 million each occurrence and £2 million as an annual aggregate;
 - b) Workers' Compensation, or statutory equivalent insurance, covering our employees pursuant to applicable workers' compensation laws for work related injuries;
 - c) Employer's Liability insurance with limits of not less than £5 million per incident for bodily injury and disease;
- b. All policies shall be primary and non-contributory to any insurance coverage maintained by the Client.
- c. The Client is strongly recommended to take out appropriate travel insurance for all Client personnel (or ensure that such Client personnel obtain their own insurance) as some suppliers require that it does so.

18. Assignment and subcontracting

- a. Neither Party may assign this Agreement, in whole or in part, without the prior written consent of the other Party; provided, however, that a Party may, without the consent of the other Party, assign this Agreement to its parent, affiliates or subsidiaries or to a successor-in-interest or surviving corporation of any such entity that acquires all or substantially all of its assets. Travel Places may subcontract some or all of the Services to third parties or delegate our duties hereunder in our discretion; provided, however, we shall remain fully responsible for the performance of all of our obligations under this Agreement notwithstanding any such subcontracting. Except as otherwise specified herein, this Agreement binds, and inures to the benefit of, the Parties and their respective successors and permitted assigns.

19. No Waiver

- a. The failure on the part of either party to exercise or enforce any right confirmed by these Terms and Conditions shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof of any other right on any later occasion.

20. Relationship of the Parties

- a. Except as expressly agreed to by the Parties in writing, neither Party shall have any right or authority, express or implied, to assume or create any obligation of any kind, or to make any representation or warranty, on behalf of the other Party or to bind the other Party in any respect whatsoever. Nothing contained in this Agreement will be construed to create any partnership, agency, joint venture or fiduciary relationship between the Parties.
- b. Travel Places will book in accordance with the Client's corporate travel policy, provided it is provided to us in advance. You understand that some suppliers pay agents compensation for various services that we perform for them. From time to time, we may enter into preferred relationships with Suppliers and these arrangements, including levels of compensation paid to us, are subject to change. In identifying Suppliers and displaying or recommending itineraries or other services to Travellers, adherence to Your travel policy takes precedence, however, as long as it is not inconsistent with Your travel policy, we may consider other factors, including availability, Travellers' preferences, and the relationships we have with Suppliers.

21. Notices



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- a. All notices given to a party under or in connection with this Agreement shall be in writing and shall be delivered by hand, by pre-paid recorded delivery or by pre-paid tracked airmail at its registered office (if a company) or its principal place of business (in any other case).
- b. Notices shall be deemed to have been received:
 - i. When delivered, if delivered by hand;
 - ii. On the fourth day after posting if sent by pre-paid recorded delivery; or
 - iii. On the tenth day after posting, if posted by pre-paid tracked airmail.
- c. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.
- d. Third party rights. The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- e. Any notices required in writing will be considered as having been given by one party to the other upon the latter party's receipt of same. All such notices will be transmitted by registered or certified mail, courier or facsimile to the addresses provided in this Agreement.

22. Travel Places Personnel

- a. Our employees will remain under our direction and control and will receive compensation and benefits as we from time to time determine. We are responsible for our employees with regard to compliance with all applicable laws, rules and regulations relating to employment, salaries, taxes and other matters affecting our employees.

23. Intellectual Property Rights

- a. All intellectual property rights in connection, or arising out of, the service from Travel Places (other than intellectual property rights in any materials provided by the Client) shall be owned absolutely by Travel Places and their Licensor.
- b. In relation to all documents, information, items and materials in any form (whether owned by the Client, any affiliate of the Client or a third party), which are provided by the Client to Travel Places in connection with the Services ("Client Materials") the Client and its licensors shall retain ownership of all intellectual property rights in the Client Materials.
- c. The Client grants on an "as is" basis to Travel Places a non-exclusive, non-transferable, non-sub licence to use, copy, modify any materials by the Client to Travel Places for the term of the contract for the purposes of providing the service to the Client, royalty-free, non-transferable licence to copy and modify the Client Materials solely to the extent reasonably required in order to perform the Services.
- d. Travel Places hereby grants to the Client for the term of the Contract a non-exclusive, royalty-free, non-transferrable, non sub-licensable licence to use Travel Places IPR to the minimum extent necessary to receive and enjoy the benefit of the Services for its own internal business purposes.

24. Authority

- a. By signing this document the Client is agreeing to these Terms and Conditions on behalf of Yourself and Your affiliates, that You have full authority to do so, and that You will cause any affiliates to comply with these Terms and Conditions.
- b. By booking travel to particular destinations, we do not represent or warrant that travel to such destinations is safe, advisable or without risk. We are not liable for any damages that may result from travel to such destinations.



25. Anti-Bribery

- a. Both Parties shall:
 - i. comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010, the United States of America's Foreign Corrupt Practices Act 1977 (as amended) and the anti-corruption laws of the Republic of Korea (Relevant Requirements);
 - ii. not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
 - iii. comply with any Anti-bribery and Corruption Policy the Client has in place, as updated from time to time (Relevant Policy) and when engaging third parties in relation to the provision of the Services, oblige such third parties to conduct business in a manner consistent with the Relevant Policy;
 - iv. immediately report to the Client, with as much detail as is practicable, any request or demand for any undue financial or other advantage of any kind that that the Supplier has received in connection with the performance of this Agreement; and
 - v. have and shall maintain in place throughout the Term of this Agreement its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and the Relevant Policy, and will enforce them where appropriate.

26. Modern Slavery

- a. Both Parties warrant and represent that:
 - (a) neither business nor any of its officers, employees, agents or subcontractors has:
 - committed an offence under the Modern Slavery Act 2015 (a "MSA Offence"); or
 - been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or
 - (b) is aware if any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015;
 - (c) it shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015
- b. They shall have and maintain throughout the term of this Agreement their own policies and procedures to ensure compliance.

27. Data Protection

- a. The Client and Travel Places acknowledge that for the purposes of the Data Protection Legislation, the Client is the Data Controller and Travel places is the Data Processor in respect of any Personal Data and Sensitive Personal Data provided to Travel places by the Client or its agents, representatives and employees in connection with the Services ("Client Personal Data").
- b. When Travel places is acting as the Data Processor in respect of the Client Personal Data, Schedule 1 Data Processing Addendum ("DPA") will apply.
- c. The Client hereby acknowledges and agrees that:
 - i. Whilst Travel places' own IT systems and equipment are based in the UK, in the course of performing the Services Travel Places may use third party IT systems and equipment which is based outside of the UK + EEA (including in USA), and (ii) where such third party systems are



- used in connection with the Services, the relevant third party system providers will host (or a third party may host on their behalf) and process Client Personal Data outside of the UK + EEA (including in the USA);
- ii. Due to the nature of the Services, it will often be necessary for Travel Places to transfer Client Personal Data outside of the UK; and
 - iii. Travel Places may provide some or all of the Client Personal Data to the providers of carriage (including airlines), transport and accommodation services.
 - iv. Sub-processors are listed in Annex 2 of the DPA.
 - v. The Client hereby warrants and represents to Travel Places that it has in place as at the date of the this Contract and shall at all times maintain in place, in each case all necessary permissions and consents from Data Subjects (including consents to the transfer of Client Personal Data outside of the European Economic Area) to enable any Client Personal Data processed by Travel places in connection with the Services to be processed in compliance with all applicable laws, including the Data Protection Legislation.
 - vi. Each party agrees to indemnify and keep indemnified and defend at its own expense the other party against all losses, liabilities, costs, claims, demands, damages and expenses suffered or incurred by the other party or for which the other party may become liable as a result of or in connection with (i) any failure by the first party or its employees or agents to comply with any of its obligations under this clause and (ii) any breach by the relevant other party of the provisions of this clause.
 - vii. The Client acknowledges that Travel Places is reliant on the Client for direction as to the extent to which Travel Places is entitled to use and process the Client Personal Data. Consequently, Travel Places will not be liable for any claim brought by a Data Subject arising from any action or omission by the Supplier, to the extent that such action or omission resulted directly from the Client's instructions.
- d. For the avoidance of doubt, it is hereby acknowledged and agreed by the Client that:
- i. the providers of carriage (including airlines), transport and accommodation services detailed in the relevant Booking Confirmation shall not constitute third parties appointed by Travel Places to process Client Personal Data; and
 - ii. the providers of carriage (including airlines), transport and accommodation services shall be acting on their own account in respect of any data processed or controlled by them; and
 - iii. Travel Places acknowledges that the Client is the Data Controller and places great emphasis on confidentiality, integrity and availability of information and Personal Data. The Client alone shall determine the purposes for which and the manner in which Personal Data are or are to be processed.
- e. Neither party shall do any act that puts the other party in breach of its obligations set out in this clause and nothing in this Agreement shall be deemed to prevent any party from taking the steps it deems necessary to comply with the Data Protection Legislation or other relevant data protection legislation or regulatory provisions.
- f. Travel Places shall
- i. at all times process the Personal Data solely in accordance with Client's written instructions from time to time;
 - ii. ensure the reliability of its personnel by vetting staff appropriately who have access to the Personal Data;
 - iii. immediately inform the Client of any breach of this clause.
- g. The provisions of this clause shall apply during the continuance of this Agreement and indefinitely after its expiry or termination.

