



TRAVEL PLACES

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

Travel Places (WS) Ltd, Podium House, 61 Chapel Road, Worthing, West Sussex, BN11 1HR

T: +44 (0)1903 832888 | www.travelplaces.co.uk

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. **“Authorised Booker”** means any individual whom the Client designates or permits to make a Travel Booking Request and enter into bookings on the Client’s behalf, whether expressly or by implication.
- d. **“Booking”** means any reservation, booking or arrangement for Travel Services made by Travel Places on behalf of the Client pursuant to these Terms and Conditions.
- e. **“Booking Confirmation”** means Travel Places’ written acceptance issued in respect of the relevant Travel Booking Request, and confirming the details of the Services to be provided in relation to the specific Booking.
- f. **“Charges”** means any charges, costs, or expenses payable by the Client in connection with the Travel Services, including (without limitation) the prices of the Travel Services, Supplier cancellation or amendment charges, taxes, surcharges and other third party costs.
- g. **“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.
- h. **“Contract Details”** means the details of the Client and all applicable Bookings and Services provided, made in accordance with these Terms & Conditions, either set out in an email from Travel Places or within the Online Tools, as applicable.
- g. **“Client”** means the individual or company (as applicable) who enters into a Contract with Travel Places for the provision of Services.
- h. **“Client Default”** has the meaning set out in clause 5(b).
- i. **“Data Controller”** or **“Controller”** has the meaning given to it in the Data Protection Legislation.

- j. **“Data Protection Legislation”** means (i) the UK General Data Protection Regulation (“UK GDPR”) as defined in section 3(10) of the Data Protection Act 2018; (ii) the Data Protection Act 2018; and (iii) any regulations made under the Data Protection Act 2018, as amended or updated from time to time, and any successor legislation to the UK GDPR or the Data Protection Act 2018 applicable in the UK.
- k. **“EULA”** means the Travel Places End User Licence Terms applicable to the use of the Online Tools, a link to which can be found [\[here\]](#), as may be amended from time to time.
- l. **“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).
- m. **“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; (vii) labour disputes (not involving the affected party's own workforce); (viii) disruption to air, rail, sea, or road transport networks; and (ix) interruption to or failure of a utility service.
- n. **“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.
- o. **“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.
- p. **“Options Email”** means an email, or other electronic communication, sent to the Client by Travel Places following receipt of a Travel Enquiry, and detailing the Services and the relevant Travel Services (including 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.
- q. **“Online Tools”** means Travel Places' online platform(s), mobile application(s), booking tool(s), portal(s) or other technologies or related services through which Travel Booking Requests may be submitted.
- r. **“Personal Data”** has the meaning given to it in the Data Protection Legislation.

- s. **"Services"** means the corporate travel management and agency services supplied by Travel Places to the Client from time to time pursuant to this Contract, as set out in each applicable Booking Confirmation. For the avoidance of doubt, Travel Places provides the Services solely as agent on behalf of the Client, and the Services do not include the provision of Travel Services, which are supplied by third-party providers.
- t. **"Supplier"** means any third-party provider of Travel Services, including (without limitation) airlines, hotel operators, car hire companies, rail operators, transfer providers, and any other entity providing travel-related products or services.
- u. **"Supplier Terms"** means the terms and conditions, rules, regulations, policies, and procedures of the relevant Supplier applicable to the Travel Services.
- v. **"Terms and Conditions"** or **"Agreement"** means these Terms and Conditions.
- w. **"Travel Booking Request"** shall have the meaning set out in clause 2(e).
- x. **"Travel Enquiry"** means each of the Client's requests 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.
- y. **"Traveller"** means any individual travelling or intending to travel pursuant to the Booking Confirmation made under these Terms and Conditions.
- z. **"Travel Places"** means Travel Places (WS) Ltd, a company registered in England and Wales with company registration number 01889481.
- aa. **"Travel Services"** means any accommodation, flights, transport, car hire, carriage or other travel-related services arranged by Travel Places on behalf of the Client and supplied by third-party providers, including (without limitation) airlines, hotels, transport operators and car hire companies.
- bb. **"UK GDPR"** means the UK General Data Protection Regulation as defined in section 3(10) of the Data Protection Act 2018, being the retained EU law version of the General Data Protection Regulation (EU 2016/679) as it forms part of UK domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018, as may be amended.

b. Interpretation:

- i. 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.
- ii. 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.
- iii. A reference to writing or written includes faxes and email (except in relation to formal notices).
- iv. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

- v. 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 on a rolling basis, until terminated in accordance with clause 8 or by either party giving 30 days written notice to the other.
- b. Subject to Clause 8(a)(i), 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. Each Booking shall be agreed in the following manner:
 - i. on each occasion when the Client has a requirement for a Booking it shall submit a Travel Booking Request to Travel Places. Each Travel Booking Request constitutes a request by the Client for a quotation for the purchase of the Services in accordance with and on the terms of this Contract; and
 - ii. the Client shall provide Travel Places with as much information as Travel Places reasonably requests to prepare an Options Email in relation to the Booking and the Travel Services.
- d. Following receipt of the information requested from the Client, Travel Places shall, as soon as reasonably practicable:
 - i. send to the Client an Options Email in respect of such Travel Enquiry; or
 - ii. decline to provide the Services and make a Booking in its absolute discretion.
- e. Travel Places will prepare the Option Email on a complimentary basis. Should the Client require additional proposals after this, additional fees may apply.
- f. If the Client would like to engage Travel Places to complete the Booking of the Travel Services detailed in the relevant Options Email it shall notify Travel Places in writing of the items that it wishes to book. The Travel Booking Request shall constitute an offer from the Client to purchase Services, 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 Services on the terms set out in this Contract. Where a Travel Booking Request is made by an Authorised Booker or by a person using the Client's account, email address, pre-agreed billing method or purchase order reference, Travel Places is entitled to rely on such indicators as evidence of authority and will determine that the Client is the contracting party for the resulting booking and related charges.
- 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, save that nothing in this clause shall exclude any terms implied by law which cannot be excluded.

- h. The parties agree that Travel Booking Requests, Booking Confirmations and related confirmations may be concluded, confirmed and varied by electronic means. Each party consents to the use of electronic signatures.
- i. Where the Client accesses the Services through the Online Tools, the Client's use of the Online Tools shall be subject to the EULA. The EULA is incorporated into, and forms part of these Terms and Conditions. By signing the Terms and Conditions, the Client confirms that it has been provided with a copy of, or clear opportunity to access, review, download and retain the EULA before entering into the Contract and agrees to be bound by its terms. The Client shall and shall procure that all Authorised Bookers shall, review in full, agree to and comply with the EULA before using the Online Tools and whilst accessing and using the Online Tools at all times.
- j. The Clients attention is drawn in particular to the provisions of the EULA relating to acceptable use, licence restrictions, user obligations, suspension and termination rights, intellectual property rights, indemnities, limitations and exclusions of liability, and any rights of the Supplier to update or vary the EULA. The Client acknowledges that those provisions are important terms which may affect its rights and remedies under the Contract.

3. Important – Travel Places status as Agent

- i. The terms of this Agreement are between Travel Places and the Client. Travel Places shall provide the Services to the Client in accordance with these Terms and Conditions. The Services comprise the arrangement of Travel Services with suppliers on behalf of the Client.
- ii. Travel Places acts as agent for the Supplier. Travel Places is not the provider or supplier of any Travel Services.
- iii. Travel Places does not guarantee the availability, price or continued provision of the Travel Services. Suppliers may vary their prices, availability, or Supplier Terms at any time, and Travel Places shall not be liable for any variation.
- iv. The relevant Supplier (as detailed in the relevant Booking Confirmation) are not Travel Places' subcontractors. The Suppliers are the suppliers of the Services detailed in the relevant Booking Confirmation and are responsible for the provision of the relevant Travel Services. Travel Places shall have no liability as principal for the performance, non-performance, or defective performance of any Travel Services by the Suppliers. The Client's sole recourse in respect of any claim relating to the Travel Services shall be against the relevant Supplier in accordance with the Supplier Terms.
- v. The Supplier Terms shall form a separate, additional contract between the Client (and the person on whose behalf the relevant travel arrangements are purchased) and the Supplier. Copies of Supplier Terms are available on request at Booking and may be available on the respective Supplier websites.
- vi. For the avoidance of doubt, American Express Global Business Travel ("GBT") operates in association with Travel Places with GBT providing back-end servicing and ticketing as an authorised party and GBT acts as a Data Controller in its own right in relation to those services.

- vii. Any quotation given by Travel Places, except an Options Email, shall not constitute an offer, and (i) shall be valid for the validity period (if any) detailed in / provided with (as appropriate) the relevant Options Email and (ii) shall be subject to the Supplier Terms detailed in / specified with the relevant Options Email (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.
- viii. 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 ATOL Regulations. 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 Regulations and the Client and/or Travellers are not afforded any of the rights provided by the PTR 2018 and ATOL Regulations, subject to the provisions of clause 7.

4. Travel Places’ Obligations

a. In accordance with this Agreement, Travel Places shall:

- i. provide the Services with reasonable skill and care, applying standards consistent 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 Services;
- 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; and
- v. if and where agreed, provide the Client with access to Travel Places’ 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 Confirmation are complete and accurate;
- ii. co-operate with Travel Places in all matters relating to the Services;
- iii. provide Travel Places and/or the Supplier with accurate, complete, and timely 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, including (without limitation) any Traveller names as they appear on valid travel documents, travel dates, destination preferences and any special requirements;

- iv. comply with all applicable Supplier Terms in relation to the Travel Services arranged on its behalf;
- v. notify Travel Places promptly of any changes to the Booking Confirmation or Traveller information;
- vi. pay all Fees and Charges in accordance with clause 5(d);
- vii. ensure that any information provided to Travel Places is accurate and complete;
- viii. maintain and comply with its own corporate travel policy to cover all aspects of the proposed Travel Services, a copy of which shall be provided to Travel Places upon request; and
- ix. obtain and maintain all necessary permissions and consents which may be required for the Services and/or Travel Services before the date on which the Services and/or Travel Services are due to start;

b. If Travel Places' 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 Travel Services on behalf of the Supplier 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. the 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 from the Client Default, provided that Travel Places has taken reasonable steps to mitigate such costs or losses.

c. Supplier Terms

- i. The Client acknowledges and agrees that all Travel Services are provided subject to the Supplier Terms of the relevant Supplier. It is the Client's responsibility to review and ensure compliance with applicable Supplier Terms.
- ii. The Client shall also ensure that all Travellers comply with the Supplier Terms and any applicable laws, regulations and requirements of the relevant destination.
- iii. The Client warrants that it has the authority to bind the Travellers to the relevant Supplier Terms.

d. Payment terms:

- i. in consideration of the provision of the Services, the Client shall pay to Travel Places the Fees; and any Charges incurred in connection with the Travel Services arranged on the Client's behalf.
- ii. Payment of the Fees shall be required at the time of making the Booking, unless otherwise agreed between the parties in writing.
- iii. Where applicable, Travel Places shall invoice the Client in accordance with the invoicing arrangements agreed between the parties. Unless otherwise agreed in writing, Travel Places shall invoice the Client monthly in arrears for the Fees and upon confirmation of each Booking for the applicable Charges.
- iv. All Invoices shall be deemed to be correct unless disputed by the Client in writing within 14 days of receipt.
- v. Invoices shall be payable by the Client 15 days from the date of the Invoice.
- vi. The Client shall make payment of the Invoice in the same currency as invoiced by Travel Places.
- vii. Travel Places may require a deposit to be paid to reserve the Travel Services. If full payment for the Travel Services is not received when due under this Contract, then the deposit shall be forfeited by the Client and Travel Places reserves the right to cancel any Travel Services without liability to the Client.
- viii. If the Client fails to make a payment of an Invoice due to Travel Places under this Contract 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%; and
- ix. Travel Places may suspend the provision of the Services (in whole or in part) until all outstanding amounts have been paid in full.
- i. Including a Client purchase order and invoicing reference is for administrative convenience only and is not a condition of contract formation, or a precondition to payment. Absence of a reference shall not entitle the Client to withhold, delay or refuse payment.
- j. Authority: The Client confirms that each Authorised Booker has authority to bind the Client for Travel Booking Requests and related charges. The Client shall be fully responsible for:
 - i. ensuring that reasonable safeguards are implemented in relation to credentials; and
 - ii. maintaining (and where necessary removing) access to Travel Places' account or systems for any Authorised Bookers.
- k. Travel Places shall have no responsibility for policing the Client's internal approvals

process, and any Client procurement rule or approval requirement does not affect contract formation nor the Client's obligation to pay for accepted bookings.

- l. Travel Places reserves the right to vary the Fees upon giving the Client a period of 30 days prior written notice. Such variation shall take effect at the expiry of the notice period unless the Client terminates the Contract in accordance with clause 8.

m. All Fees payable under this Agreement:

- i. are exclusive of VAT and the Client shall, in addition, pay an amount equal to any VAT chargeable on those sums on delivery of a VAT invoice; and
- ii. shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

6. Alterations to & cancellations of Booking Confirmations:

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 (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; and
- c. Travel Places will add the relevant Fees for assisting with any alterations requested by the Client in respect of Services 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 Services in respect of which a Booking Confirmation has been issued shall be dependent on the terms of the relevant provider of the Travel 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 Service 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.

c. Authorised Booker: For the avoidance of doubt, Travel Places may act on amendment or cancellation instructions given by an Authorised Booker, subject to this Agreement and Travel Places' Fees.

7. ATOL

- a. 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 ATOL Regulations. Accordingly, the Travel 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 Regulations and the Client and/or Travellers are not afforded any of the rights provided by the ATOL Regulations, subject to this clause 7.
- 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 7(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:
- i. 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 30 days of receipt by the other party of written notice thereof;
 - ii. 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;
 - iii. there is the liquidation or dissolution of the other party; or
 - iv. 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 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 Services, 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 within 15 days from the date of the Invoice.
- b. Where termination takes place when there is/are current Booking Confirmation(s) in place, termination of this Contract shall not in itself cancel that/those Booking Confirmation(s) and such arrangements shall remain in place and shall be fulfilled in accordance with this

Contract and/or applicable Supplier Terms.

- c. 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.
- d. 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. When preparing estimated costings foreign currencies will be converted into Sterling at the American Express Global Business Travel ("GBT") rate of exchange applicable on the date the estimated costing is prepared.

11. Individual Services / Event Cancellation and Amendment

- a. If Travel Services are cancelled after confirmation the Client shall pay the direct expenses incurred to date and the Supplier's cancellation fees as notified at the time of making the Booking. Notwithstanding the foregoing the Client will also be liable for any cancellation or amendment fees levied by the Supplier involved in fulfilling the Travel Services.

12. Entire Agreement

- a. These Terms and Conditions, including the EULA (in respect of matters relating to the use of the Online Tools), 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.
- b. In the event of any conflict or inconsistency between these Terms and Conditions and the EULA: (i) these Terms and Conditions shall prevail in respect of matters relating to the booking of travel services, the provision of Services, and payment obligations; and (ii) the EULA shall prevail in respect of matters relating to the use of the Online Tools, including licence restrictions, acceptable use, and intellectual property rights in the Online Tools.

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

- i. in an aggregate form not attributable to the Disclosing Party;
- ii. already known and free of any restriction on the Receiving Party at the time it is obtained;
- iii. subsequently learned from an independent third party free of restriction;
- iv. publicly available; or
- v. 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 applicable to each respective party, including 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.
- e. Dispute Resolution. In the event of any dispute arising out of or in connection with this Contract, the parties shall first attempt to resolve the dispute through good faith negotiations. If the dispute is not resolved within 30 days of written notice of the dispute, either party may pursue its rights under clause 15(d).

16. Limitation of liability:

a. Nothing in the Contract shall limit or exclude Travel Places' liability for:

- i. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors to the extent preserved by section 2(1) of the Unfair Contract Terms Act 1977; 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. Subject to clause 16(a), 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.

d. Except in respect of the matters set out in clause 16(a), 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. For the avoidance of doubt, nothing in this Contract purports to exclude or restrict liability which cannot lawfully be excluded or restricted under any

applicable legislation.

e. The Client hereby acknowledges and agrees that:

- iii. Travel Places is not the provider of the Travel Services (including carriage by airlines, transport and accommodation) detailed in the relevant Booking Confirmation;
- iv. Travel Places shall have no liability or responsibility for any claims, losses or actions arising out of or in connection with (i) the Travel Services or (ii) the acts and omissions of the providers of such Travel Services, in each case (i) and (ii) detailed in the relevant Booking Confirmation; and
- v. Subject to clause 16(a), the Client hereby waives any claims against Travel Places arising out of or in connection with (i) the Travel Services and (ii) the acts and omissions of the providers of such Travel Services, in each case (i) and (ii) detailed in the relevant Booking Confirmation, save that this waiver shall not apply to any claim arising from Travel Places' negligence, fraud, or breach of any obligation which cannot lawfully be excluded.

f. This clause 16 shall survive termination of the Contract.

g. 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.

h. The Client expressly understands and agrees that:

- i. Travel Places will not be liable for any failure by Clients or their travellers or 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 effect and keep in force at its own cost during the term of these Terms and Conditions insurance policies with reputable insurers providing the following cover:

- i. 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;

- ii. Workers' Compensation, or statutory equivalent insurance, covering Travel Places' employees pursuant to applicable workers' compensation laws for work related injuries;
 - iii. 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 of the Client's personnel (or ensure that such 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 Travel Places in advance. The Client understands that Suppliers may pay agents compensation for various services that Travel Places performs for them. From time to time, Travel Places may enter into preferred relationships with Suppliers and these arrangements, including levels of compensation paid to Travel Places, are subject to change. In identifying suppliers and displaying or recommending itineraries or other services to Travellers, adherence to the Client's travel policy takes precedence, however, as long as it is not inconsistent with the Client's travel policy, Travel Places may consider other factors, including availability, Travellers' preferences, and the relationships Travel Places has with Suppliers.

21. Notices

- 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 4th day after posting if sent by pre-paid recorded delivery; or
 - iii. On the 10th 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. 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 or courier to the addresses provided in this Agreement.

22. Third party rights. Except as expressly provided in this Agreement, this Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract. For the avoidance of doubt, Travellers who are not the Client have no rights to enforce the terms of this Agreement against Travel Places.

23. Severability. If any provision or part-provision of this Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Contract. If any provision or part-provision of this Contract is deemed deleted, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

24. Intellectual Property Rights

- a. All Intellectual Property Rights in connection with, or arising out of, the Services from Travel Places (other than Intellectual Property Rights in any materials provided by the Client) shall be owned absolutely by Travel Places and any applicable licensors.
- 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 to Travel Places a non-exclusive, royalty-free, non-transferable, non-sub-licensable 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-transferable, non-sub-licensable licence to use Travel Places' Intellectual Property Rights to the minimum extent necessary to receive and enjoy the benefit of the Services for its own internal business purposes.

25. Authority

- a. By signing this Agreement the Client is agreeing to these Terms and Conditions on behalf of itself and its affiliates, and all applicable Travellers, that it has full authority to do so, and that it will cause any affiliates (and where required, Travellers) to comply with these Terms and Conditions.
- b. By booking travel to particular destinations, Travel Places does not represent or warrant that travel to such destinations is safe, advisable or without risk. Travel Places is not liable for any damages that may result from travel to such destinations.

26. Anti-Bribery

a. Both parties shall:

- i. comply with all applicable laws, statutes and regulations relating to anti-bribery and anticorruption including but not limited to the Bribery Act 2010 (as amended); (the “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 that Travel Places agrees to put in place, as updated from time to time (the “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 other party, with as much detail as is practicable, any request or demand for any undue financial or other advantage of any kind that that party has received in connection with the performance of this Contract; and
- v. have and shall maintain in place throughout the term of this Contract 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.

27. Modern Slavery

a. Both parties warrant and represent that:

- i. neither party 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
- ii. is aware of 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; and

- iii. 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. Both parties shall have and maintain throughout the term of this Contract their own policies and procedures to ensure compliance.

28. Force Majeure

- a. Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure results from a Force Majeure Event (other than payment obligations). Please note that this does not include any provisions relating to Force Majeure that are contained in any applicable Supplier Terms, which are separate to this Contract.
- b. A party affected by a Force Majeure Event shall:
 - i. notify the other party as soon as reasonably practicable, providing details of the Force Majeure Event and its expected duration; and
 - ii. use all reasonable endeavours to mitigate the effects of a Force Majeure Event and to resume performance of its obligations as soon as reasonably practicable.
- c. If the Force Majeure Event prevents, hinders or delays the affected party's performance of its obligations for a consecutive period of more than 90 days, the party not affected by the Force Majeure Event may terminate this Contract by giving 14 days' written notice to the affected party.

29. Data Protection

- a. The Client and Travel Places acknowledge that for the purposes of the Data Protection Legislation, Travel Places is a Data Controller in respect of any Personal Data it processes in connection with the Services. Travel Places shall process Client Personal Data (being any Personal Data provided to Travel Places by the Client or its agents, representatives and employees in connection with the Services) only for the purposes of providing the Services and in accordance with Travel Places' Privacy Policy.
- b. Each party shall comply with its obligations under the Data Protection Legislation in respect of any Personal Data it processes in connection with this Contract.
- c. Travel Places agrees that it shall not process any Personal Data provided to it by the Client for purposes outside of this Contract.
- d. The Client acknowledges and agrees that Travel Places, as a Data Controller in its own right, may transfer the Personal Data that the Client provides to Travel Places under this Contract to third party Suppliers, which may be outside of the UK. The Client agrees that Travel Places shall be entitled to make such data transfers, which Travel Places does in accordance with its Privacy Policy.