

## 1. Definitions

“**Booking**” means a booking for Travel Arrangements: (i) arranged by TCL (either directly or via a Travel Counsellor) for the Client or Traveller; and/or (ii) made via the Platform, in each case as part of the Services.

“**Client**” means the person, corporate or unincorporated body who instructs TCL to provide the Services.

“**Client Data**” means personal data (including special category data, as applicable) provided by or on behalf of the Client to TCL (whether directly or via the Platform or via a Travel Counsellor) pursuant to the provision of the Services, including without limitation, personal data of Travellers.

“**Commencement Date**” means the earliest of: (i) the date the Client signs the account application form to which this agreement is attached; (ii) the date the Client signs this agreement; or (iii) the date the Client places a Booking through TCL.

“**Data Protection Laws**” means the Data Protection Act 2018 (“**DPA**”), UK GDPR (as defined in the DPA), the General Data Protection Regulation 2016 (where relevant) and the Privacy and Electronic Communications (EC Directive) Regulations 2003, together with any related or ancillary legislation.

“**Platform**” means the platform made available by TCL to the Client where TCL aggregates and displays various travel arrangements and provides the Client the opportunity to make Bookings.

“**Services**” means the travel management services provided by TCL (acting through its network of Travel Counsellors) in recommending, booking, arranging and/or facilitating Travel Arrangements for the Client or Traveller and/or (where relevant) providing Client access to the Platform, in each case in connection with the Client’s trade, business, craft or profession.

“**Supplier**” means the third party(ies) who provide the Travel Arrangements

“**TCL**” Travel Counsellors Limited (company no. 02133414).

“**Travel Arrangements**” means all travel by air, land or sea, accommodation, car hire, event planning, travel insurance or other related travel services provided by a Supplier to the Client.

“**Travel Counsellor**” means a franchisee of TCL.

“**Traveller**” means the natural person(s) who travel on a Booking.

## 2. Appointment

- 2.1 The Client hereby appoints TCL to provide the Services.
- 2.2 This agreement is a “general agreement” and a “general business travel agreement” pursuant to the Package Travel and Linked Travel Arrangements 2018

(“**PTRs**”) and The Civil Aviation (Air Travel Organisers’ Licensing) Regulations 2012 (“**ATOL**”). As such, the consumer protections under the PTRs and ATOL (and to the extent permitted by law, any similar or analogous law), do not apply to the Services or any Booking.

## 3. Bookings

- 3.1 TCL acts as agent only. TCL’s obligation is to make Bookings on the Client’s behalf and to arrange for the Client to enter into a contract with the relevant Supplier(s).
- 3.2 All Bookings are subject to and the Client shall be bound by:
  - (a) this agreement;
  - (b) the Travel Counsellors Business Travel Booking Terms in force at the time of booking, available at <https://business.travelcounsellors.com/gb/terms-and-conditions> (as updated from time to time); and
  - (c) the terms and conditions of the relevant Supplier, which are available directly on the relevant Supplier’s website or which the Client may obtain by contacting the Supplier, TCL or a Travel Counsellor.
- 3.3 The applicability of any general terms and conditions used by the Client are expressly excluded.

## 4. Fees and payments

- 4.1 In consideration for providing the Services, TCL may apply a service charge to each Booking. The applicable service charge shall be notified to the Client in TCL’s service proposal or otherwise in writing and may be revised annually.
- 4.2 Any credit offered to the Client shall be at the sole discretion of TCL and subject to satisfactory credit checks on the Client, its officers and other senior personnel as deemed necessary by TCL. TCL reserves the right to vary or withdraw any credit offered to the Client at any time on notice to the Client. The Client authorises TCL to conduct credit checks and references prior to approving any credit account for the Client. TCL may charge statutory interest and compensation for debt recovery costs under late payment legislation for all overdue amounts.

## 5. Term

- 5.1 This agreement commences on the Commencement Date and shall continue until terminated by either party on not less than 30 days’ written notice.
- 5.2 Termination of this agreement is without prejudice to the rights of either party accrued prior to such termination. In particular, the terms and conditions of

this agreement shall continue to apply in full force and effect in respect of any outstanding Bookings, save that any credit shall be withdrawn with immediate effect. Upon termination, the Client shall immediately pay TCL any outstanding sums relating to the Travel Arrangements or otherwise incurred / owing under this agreement that have been incurred or committed to by the effective date of termination.

## **6. Data Protection**

- 6.1 In respect of any personal data transferred in connection with this agreement and the Services, each party is a separate data controller and shall comply with applicable Data Protection Laws.
- 6.2 The Client shall obtain all appropriate consents and provide all required notifications to data subjects in accordance with Data Protection Laws prior to sharing any Client Data with TCL (TCL's privacy policy is available at <https://business.travelcounsellors.com/gb/business-travel-privacy-policy/>, as amended from time to time.
- 6.3 The Client shall ensure that Client Data disclosed to TCL: (i) is not subject to any prohibition or restriction which would prevent or restrict TCL from processing Client Data as required in providing the Services; (ii) Client Data is adequate, relevant and limited to what is necessary for TCL to provide the Services; and (iii) Client Data is accurate and up to date.
- 6.4 TCL may be required to transfer Client Data outside of the UK and/or the European Economic Area for the purposes of arranging Bookings. The Client acknowledges that without transferring Client Data to the relevant Supplier(s), provision of the Services and travel may not be possible.
- 6.5 Where TCL transmits Client Data to a Supplier, the Client acknowledges that the relevant Supplier is a 'controller' for the purposes of the DPA and processes Client Data in accordance with its own policies from time to time. It is the Client's responsibility to familiarise itself with any Supplier policies.
- 6.6 The Client acknowledges that certain systems provided by Suppliers may allow Travellers to see personal data of other Travellers on the same Booking.

## **7. Confidentiality**

- 7.1 Each party undertakes to the other that during the term of this agreement and thereafter it shall keep confidential and shall not without the prior written consent of the other party disclose any confidential or commercially sensitive information of the other party save to such of its officers, personnel or professional advisors who need to know such information in connection with this agreement and are bound in writing by obligations of confidentiality. Confidential information includes (but is not limited to) TCL's service charges.

- 7.2 The obligations of confidentiality in this clause 7 shall not extend to information which a party can show: (i) is in, or has become part of, the public domain other than as a result of a breach of an obligation of confidentiality; (ii) was independently disclosed to it by a third party without duty of confidentiality; or (iii) is required by law to be disclosed or the rules of an applicable regulatory authority, or by order of a court or governmental body or other authority of competent jurisdiction.

## **8. General**

- 8.1 Each party shall comply with all applicable laws and regulations including, without limitation the Bribery Act 2010 and the Modern Slavery Act 2015.
- 8.2 No variation of this agreement shall be effective unless in writing and signed by an authorised representative of each party.
- 8.3 This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these terms and conditions.
- 8.4 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 8.5 The Client may not assign, transfer, sub-contract or otherwise deal with any of its rights or obligations under this agreement without the prior written consent of TCL.
- 8.6 This Agreement contains all the terms agreed between the parties regarding its subject matter and supersedes any prior agreement, understanding or arrangement between the parties, whether oral or in writing
- 8.7 Nothing in this agreement shall create a commercial agency, partnership or joint venture between TCL and the Client.
- 8.8 This agreement and any matters arising from it is subject to English law. The parties irrevocably submit to the exclusive jurisdiction of the Courts of England and Wales.