

Business Travel General Terms

Note: TCL enters into business travel arrangements in one of three ways, each of which incorporates these Business Travel General Terms. We often use an Application process, which incorporates agreement to these Business Travel General Terms. We sometimes use a specific Business Travel Contract which incorporates these Business Travel General Terms. Sometimes we will just use these Business Travel General Terms. In all cases, the contract we form with you, the Client, is intended to and shall constitute a 'general agreement' for the purposes of the business travel exemption within Regulations 3(2)(c) and 3(3) of the Package Travel and Linked Travel Arrangements 2018 and Regulations 10(1)(h) and 10(3) of The Civil Aviation (Air Travel Organisers' Licensing) Regulations 2012 ("ATOL") as amended. There are and will be limitations and exclusions on the liabilities of TCL and any Supplier in respect travel booked under this agreement and the Client is responsible for the health and safety of its travellers and any insurance arrangements that might be necessary or appropriate.

1. Interpretation

The following words and phrases used in this agreement have the meanings set out below unless the context requires otherwise.

agreement	A general agreement for Business Travel of either (i) Business Travel Contract (where used), the Business Travel General Terms and the Business Travel Booking Terms; or (ii) these Business Travel General Terms and the Business Travel Booking Terms; or (iii) an accepted Application which incorporates these Business Travel General Terms and the Business Travel Booking Terms
Booking	a booking made by TCL, on behalf of the Client pursuant to this agreement, with a Supplier for business travel arrangements
Business Travel Booking Terms	TCL's Business Travel Booking Terms in force at the time of booking, which are available at http://business.travelcounsellors.com/en/terms-and-conditions-2019-uk/ as well as on request from TCL and being available to the Client from time to time through the booking process including itineraries and booking documentation
Client Personnel	(i) any officers or employees of, or contractors engaged by, the Client; (ii) any affiliates, related companies and group companies of the Client; and (iii) any officers or employees of, or contractors engaged by, any party included in limb (ii); and (iv) any Traveller
Commercial Card Data Protection Legislation	as defined in the Payment Services Directive 2 the General Data Protection Regulation ((EU) 2016/679) ("GDPR") and any applicable national laws, regulations and secondary legislation which relate to the processing of personal data, as amended or updated from time to time and any successor legislation. " Controller ", " Processor ", " Data Subject ", " Personal Data " and " Processing " shall have the meanings given in the Data Protection Legislation and the terms " Process " and " Processed " shall be construed accordingly.
Fees	any sums due to TCL in respect of a Booking, further details of which appear in the Service Fee Schedule
Services	the business travel booking services provided by TCL under this agreement
Service Fee Schedule	any agreed schedule of services charges, administration fees and/or any other fees or expenses payable in respect of the Services
Special Terms	Any special terms set out in a Business Travel Contract
Supplier Terms	the applicable terms and conditions of the relevant supplier
Travel Cost	all sums due to a Supplier in respect of a Booking
Traveller	any person travelling on any Booking made under this agreement and, where the context requires, any person included on a potential Booking or travel enquiry under this agreement

2. Appointment

2.1 The Parties wish to ensure that:-

- (a) the travel arrangements which TCL arranges with suppliers for the Client and which comprise the provision of "travel facilities" within the meaning of Article 306 of EU legislation (Article 306 of Council Directive 2006/112/EC do not fall within the scope of the Tour Operators Margin Scheme, in line with the UK VAT legislation and HMRC guidance.
- (b) this agreement shall be considered a "general agreement" for the purposes of the business travel exemption within Regulations 3(2)(c) and 3(3) of the Package Travel and Linked Travel Arrangements 2018 ("PTR") and Regulations 10(1)(h) and 10(3) of The Civil Aviation (Air Travel Organisers' Licensing)

Regulations 2012 (“ATOL”) as amended. Accordingly, the services provided by TCL to the Client are exempt from the scope of the PTR and ATOL and the Client (and any individual travelling on behalf of the Client on bookings made under this agreement) is not afforded any of the rights provided by them which otherwise may apply.

2.2 By virtue of these Business Travel General Terms, the Client appoints TCL to act as its agent for the purposes of sourcing, booking, arranging or otherwise facilitating the provision of business travel arrangements to the Client from suppliers and TCL agrees to act as such. However, TCL shall not be obliged to carry out any of the services set out in this agreement prior to the Client completing TCL’s application process and TCL having accepted the Client’s application.

2.3 The Parties agree that this agreement covers travel arrangements booked in connection with the Client’s trade, business, craft or profession. The Client acknowledges that any other travel booked under this agreement will not be afforded any regulatory or other protections that may otherwise apply.

3. Bookings

3.1 When making a Booking, TCL in its role as agent, will arrange for the Client to enter into a contract with the Supplier(s) of the travel arrangements. That Booking will be subject and governed by:-

- (a) the Business Travel General Terms;
- (b) the Business Travel Booking Terms; and
- (c) the Supplier Terms.

3.2 In the event of conflict, the Business Travel General Terms will take precedence over the Business Travel Booking Terms, which shall take precedence over any Application. Any Special Terms included in a Business Travel Contract shall take precedence over the standard Business Travel General Terms.

4. Fees

4.1 In consideration for providing the Services, TCL may charge on a per booking basis and the Client shall pay the Service Charges as set out in the Service Fee Schedule, the Booking Conditions or as otherwise agreed in writing between the parties. Unless the Client has Credit Terms (and sufficient credit remaining) or otherwise agreed by TCL, all such amounts shall be due and payable at the same time as any Travel Cost.

4.2 The Client shall be liable for Travel Cost and shall make payment to TCL by any payment deadline specified by TCL in respect of a Booking (or if applicable, the Credit Terms). TCL reserves the right to cancel any Booking where the Client fails to make payment of the Travel Cost by a due date and the Client shall be liable and reimburse TCL on demand in respect of all sums payable to a Supplier or TCL (including any fees) in respect of such cancellation, whether under the agreement, the Business Travel Booking Terms, the Supplier Terms or otherwise.

5. Credit Terms

5.1 Prior to, and at any time after, offering Credit Terms, TCL has the right to perform credit checks on the Client (including the directors and any management and any applicable Client Personnel) (or instruct a third party to complete credit checks on TCL’s behalf) and the Client hereby expressly consents to TCL doing so. TCL shall be entitled to make decisions on Credit Terms based on credit check information.

5.2 Any offer of Credit Terms to the Client shall be entirely at TCL’s discretion and details of any Credit Terms shall be notified in writing to the Client. The Credit Terms will defer the due date for payment of some or all amounts due. Any sums not deferred pursuant to approved Credit Terms (including where Credit Terms are reduced or withdrawn) will be due in accordance with standard payments terms.

5.3 The Client shall be required to make payment strictly in accordance with the Credit Terms. TCL shall be entitled to withdraw Credit Terms immediately in writing in the event that Client fails to make any payment when it falls due or if TCL reasonably believes that the Client’s credit position has materially deteriorated, in which case all outstanding invoices shall become immediately payable to TCL and all further bookings must be paid for at time of booking.

5.4 TCL may increase, decrease or withdraw the Credit Terms at any time at its absolute discretion by providing the Client with written notice in writing. Any revised Credit Terms will take effect from the date specified by TCL. Where Credit Terms are withdrawn, withdrawal shall take effect from the data specified by TCL and,

unless otherwise agreed by TCL, all outstanding invoices shall become immediately payable to TCL and all further bookings must be paid for at time of booking

- 5.5 The Client agrees any that any card payment under this agreement is made by a Commercial Card and, accordingly, the Client is obliged to pay any card payment charges notified to the Client in any payment portal, the Service Fee Schedule, the Business Travel Booking Terms or the Supplier Terms.
- 5.6 All amounts payable by the Client under this agreement, the Corporate Booking Conditions, the Supplier Terms or otherwise 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. Parties' Obligations

6.1 TCL shall:

- (a) provide the Services using good quality systems, techniques and standards and reasonable skill and care;
- (b) act as the Client's agent and in accordance with its instructions, to arrange, source and otherwise facilitate the provision of Bookings;
- (c) make itself available upon reasonable notice for the purposes of consultation, advice and support relating to the Services; and
- (d) where TCL and the Client agree a formal written service level agreement (**SLA**), use reasonable endeavours to operate in accordance with the SLA, which shall supplement these Business Travel General Terms but in the event of conflict, these Business Travel General Terms will prevail.

6.2 Client shall:

- (a) Provide full and timely cooperation and accurate and complete information to enable TCL to source business travel arrangements on its behalf and ensure that all necessary consents or approvals are gained from travellers for the disclosure of relevant information to TCL and any Suppliers for the purposes of this agreement;
- (b) Pay all fees and payments and invoices due in accordance with this agreement (including and any terms incorporated into it by reference) and the Supplier Terms;
- (c) 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 the Client in the pursuance of this agreement;
- (d) Indemnify TCL against all liabilities, costs, expenses, compensation awards, fines, penalties, damages and losses (including legal and other professional costs and expenses) suffered or incurred by TCL arising out of or in connection with (i) any breach of any nature whatsoever by the Client of its obligations expressed or implied under this agreement (including any terms incorporate into by reference) and/or the Supplier Terms; and/or (ii) any act or default of the Client or Client Personnel.

7. Termination

- 7.1 TCL may terminate this agreement immediately on written notice if the Client fails to make any undisputed payments in full to TCL, when due under this agreement and the Client has failed to remedy this non-payment within a period of 14 days.
- 7.2 The Client may terminate this agreement immediately on written notice if in its reasonable opinion TCL's conduct (or that of any of its officers or employees) is likely to bring the Client into disrepute or is otherwise materially prejudicial to the Client's interests.
- 7.3 Either Party may terminate this agreement at any time by mutual agreement in writing; or by one Party giving the other Party 60 days written notice; or immediately on written notice to the other Party if:
- (a) the other Party becomes bankrupt, or insolvent, or unable or unwilling to pay its valid debts as they fall due, or suspends or ceases or threatens to suspend or to cease to carry on its business, or if the other Party has a receiver or liquidator appointed.
 - (b) the other Party commits a material breach of any provision of this agreement which is not remediable or, if remediable, is not remedied within thirty (30) days of receiving written notice specifying the breach and requiring it to be remedied.
- 7.4 Any termination of the agreement in accordance with this Clause 6 shall be without prejudice to the rights of either Party accrued prior to such termination.

7.5 Upon termination, the Client agrees to immediately pay TCL any outstanding undisputed sums relating to the travel arrangements or otherwise incurred / owing under this agreement that have been incurred by the effective date of termination, and any interest accruing thereon.

8. Data Protection

8.1 Both Parties will comply with all applicable requirements of the Data Protection Legislation. The terms of this clause are in addition to, and do not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

8.2 The Client will ensure that it obtains all necessary appropriate consents and provides notices to travellers, which are sufficient in scope and satisfy the requirements of the Data Protection Legislation, to enable disclosure to TCL and lawful collection, Processing and transfer of Personal Data of travellers ("Traveller Data") by TCL pursuant to any actual or potential Booking as set out in TCL's privacy policy at <https://www.travelcounsellors.co.uk/gb/leisure/privacy-policy-data-security/> as it may be amended from time to time. Without prejudice to the foregoing, the Client must, as a minimum, notify travellers of TCL's privacy policy.

8.3 TCL may be a Controller of Traveller Data and/or process this Traveller Data on behalf of a Supplier. Where TCL transmits Traveller Data to a Supplier in relation to an actual or potential Booking, that Supplier is also a Controller under the Data Protection Legislation and deals with the Traveller Data in accordance with the Data Protection Legislation and with their own policies and procedures from time to time.

8.4 TCL may be required to transfer Personal Data outside of UK and/or the European Economic Area for the purposes of arranging contracts for travel arrangements pursuant to this agreement. Without transferring Personal Data between relevant travel industry parties, provision of the services and travel will not be possible.

8.5 The Parties anticipate that TCL will not act as a Processor on behalf of the Client. Where and to the extent that in undertaking the obligations set out in the agreement, either Party anticipates that TCL will process Personal Data for and on behalf of the Client, it shall notify the other Party and the Parties shall agree to an amendment to the agreement to incorporate appropriate provisions.

8.6 The Client will ensure that, in relation to Traveller Data it provides to TCL, (i) it is not subject to any prohibition or restriction which would prevent or restrict TCL from Processing the Traveller Data to provide the business travel and booking services, (ii) the Traveller Data is adequate, relevant and limited to what is necessary to provide the business travel and booking services, and (iii) the Traveller Data is accurate and up to date.

IMPORTANT NOTE: The Client and any travellers should be made aware that certain supplier systems may allow travellers on the same booking to see the personal data of other travellers on the same booking. We try to use our systems and supplier systems in a way to avoid this but this may not always be practical or possible in order to complete the required bookings (for example, to ensure adjacent seating for all travellers).

9. Confidentiality

9.1 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 to any third party (except to its legal and professional advisors) any Confidential Information learned by the recipient Party or disclosed to the recipient Party by such other Party pursuant to or otherwise in connection with this agreement.

9.2 The obligations of confidentiality in this Clause shall not extend to any information or matter which either Party can show is in, or has become part of, the public domain other than as a result of a breach of the obligations of confidentiality under this agreement; was independently disclosed to it by a third party entitled to disclose the same; or is required to be disclosed under any applicable law or any regulatory authority, or by order of a court or governmental body or other authority of competent jurisdiction.

9.3 For the purposes of this Clause, Confidential Information shall mean all and any commercial, financial, marketing, technical or other information, know-how or trade secrets in any form or medium belonging to or disclosed by one of the Parties to this agreement or obtained under or in connection with this agreement (whether disclosed or obtained before or after the date of this agreement), together with any copies, summaries of, or extracts from, such information in any form or medium or any part(s) of this information and which is designated as confidential or which is manifestly confidential.

10. General

- 10.1 No purported variation of this agreement shall be effective unless it is agreed between the Parties in writing, refers specifically to this agreement, and is duly executed by each Party to this agreement.
- 10.2 If any provision of this agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable the invalidity or unenforceability of such provision shall not affect the other provisions of this agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect.
- 10.3 This agreement and any benefit or obligation under it is not assignable by either Party without the consent of the other nor can it be sub contracted by either Party without the consent of the other.
- 10.4 Nothing in this agreement shall create a commercial agency, partnership or joint venture between the Parties.
- 10.5 This agreement and any matters arising from it is subject to and governed by English law and the Parties agree that any dispute(s) they may have will be exclusively dealt with by the Courts of England and Wales.