

## BUSINESS TRAVEL BOOKING TERMS

### 1. Introduction

- 1.1 These booking terms, together with the General Agreement apply to all Services provided to the Client by Travel Counsellors (Ireland) Limited (company no. 396139) (“TCL”). The applicability of any general terms and conditions used by the Client are expressly excluded.
- 1.2 As Services will be provided to the Client pursuant to the General Agreement, the Services and all Bookings fall outside the scope of the Package Holidays and Travel Trade Act, 1995 as amended (“the 1995 Act”) and, to the extent permitted by law, any other similar or analogous law.
- 1.3 Any reference to a statute or statutory provision in these booking terms is a reference to it as amended, extended or re-enacted from time to time.

### 2. Definitions:

“**Agreement**” means together these booking terms and the General Agreement.

“**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 natural person, corporate or unincorporated body to whom TCL provides the Services.

“**General Agreement**” means the general agreement at <https://business.travelcounsellors.com/ie/terms-and-conditions> (or such other form of general agreement as agreed by the parties) which the Client either signs or is deemed to have agreed as relevant. The Client accepts that if it requests TCL to provide Services, such Services will be provided to the Client on the basis of the General Agreement and these booking terms.

“**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.

“**Supplier Terms**” means the terms and conditions of the relevant Supplier(s) that apply to the Travel Arrangements, which are available on the Supplier’s website or the Client can contact the Supplier, TCL or a Travel Counsellor for copies.

“**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 paid for by the Client under the Agreement.

### 3. Bookings

- 3.1 The Client’s approval (or the approval by any of the Client’s employees, agents or representatives) of a quote or offer (verbally or in writing) shall be TCL’s authority to proceed with the Booking on behalf of the Client.
- 3.2 TCL acts as agent only. When making a Booking, TCL will arrange for the Client to enter into a contract with the relevant Supplier(s).
- 3.3 All Bookings are subject to the terms of the Agreement and the relevant Supplier Terms. The Client acknowledges and agrees that it is the Client’s responsibility to review the Supplier Terms and that such Supplier Terms may limit or exclude the liability of the Supplier.
- 3.4 It is the relevant Supplier(s) (and not TCL) who shall be responsible to the Client for the provision of the Travel Arrangements.

### 4. Payment

- 4.1 The Client must make payment for any Booking in accordance with the instructions TCL gives the Client. Generally, the Client must pay for all Travel Arrangements at the time of booking or, where applicable, strictly in accordance with the credit terms provided by TCL. TCL will arrange for payment to the Supplier, on behalf the Client, for the Travel Arrangements.
- 4.2 If any payment is not received when due, TCL reserves the right to treat the Booking as cancelled, in which case the Supplier’s cancellation charges as set out in the Supplier Terms shall apply, together with any administrative fees levied by TCL in accordance with clause 8.
- 4.3 The Client agrees any that any card used to make payment under the Agreement must be a “commercial card” (as defined in the Payment Services Directive, as updated from time to time), issued to provide a means of payment for business related goods and services. TCL cannot accept payment by consumer cards.
- 4.4 The Client is responsible for all card payment charges. If payment is not received from the card issuer or its agents for any reason, the Client agrees to pay TCL all amounts due immediately on demand.
- 4.5 All amounts payable by the Client under the Agreement (and all documents referred to herein) shall be paid without set-off, counterclaim, deduction or withholding. If the Client is required by law to withhold any tax, the Client shall gross up such payment to ensure that the net receipt, after tax, to TCL in respect of the payment is the same as it would have been were the payment not subject to tax.

### 5. Accuracy of information and booking errors

- 5.1 Information and prices in advertising material and quotations are provided by third parties and TCL reserves the right to correct any changes and errors that arise, without liability to the Client.
- 5.2 Similarly information displayed on the Platform is provided to TCL by Suppliers. As such, the Suppliers are

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responsible for updating all rates, availability and other information displayed on the Platform. TCL will not verify, and cannot guarantee that, all information is accurate, complete or correct, nor can TCL be held responsible for any errors (including manifest and typographical errors), any interruptions (whether due to any breakdown, repair, upgrade or maintenance of the Platform or otherwise), inaccurate, misleading or untrue information.

- 5.3 It is the Client's responsibility to check the accuracy of all information in a quotation or booking confirmation (or any other documentation issued) and notify TCL of any errors immediately on receipt. The Client is responsible for any charges incurred as a result of delay or failure to notify TCL of any inaccuracies.

### **6. Insurance**

- 6.1 It is a condition of the Agreement that the Client takes out appropriate insurances in respect of the Services and all Travel Arrangements. Such insurances should, as a minimum, cover all losses incurred in connection with any cancellation, medical issues, and repatriation in the event of accident or illness.

### **7. Special requests**

- 7.1 Special requests relating to any Travel Arrangements must be notified to TCL in writing prior to confirmation of a Booking, however TCL cannot give any assurances or guarantees that they will be fulfilled.
- 7.2 The fact that a special request has been noted on any booking confirmation or other documentation or that it has been passed to the Supplier is not confirmation that the request will be met.

### **8. Changes and cancellations by the Client**

- 8.1 Any request to modify or cancel a Booking, in whole or in part, must be made by the Client to TCL (or the relevant Travel Counsellor) in writing and can only be accepted in accordance with, and where permitted by, the Supplier Terms.
- 8.2 The Supplier may charge a cancellation or an amendment fee in accordance with the Supplier Terms, which may be up to 100% of the cost of the Travel Arrangements.
- 8.3 TCL reserves the right to charge an administration fee for processing any request to modify or cancel a Booking.
- 8.4 Where TCL is unable to assist with making a requested change and the Client does not want to proceed with the original Booking, TCL will treat this as a cancellation by the Client.
- 8.5 Where the Client instructs TCL to amend or cancel any part of a Booking and as a result, TCL incurs liability for a Supplier fee or charge, the Client shall indemnify TCL for the amount of that fee and/or charge.

### **9. Changes and cancellations by a Supplier**

- 9.1 In the event that a Supplier cancels or makes any changes to Travel Arrangements at any time, TCL will not be liable to the Client.
- 9.2 If the Supplier increases the price of the Travel

Arrangements, whether before or after Booking, including (without limitation) due to transport costs; taxes; levies; surcharges; and/or exchange rate fluctuations and these increases are passed on by the Supplier, TCL shall be entitled to charge the Client for the price changes.

- 9.3 TCL will inform the Client of any changes or cancellations to Travel Arrangements made by the Supplier and the options available. TCL shall, at the Client's request, review alternative arrangements (without any guarantees that alternative arrangements will be able to be sourced). The Client shall pay for any costs and/or charges associated with any change(s) agreed.

### **10. Unavoidable and extraordinary circumstances**

- 10.1 TCL shall not be liable to the Client for any delay or failure to perform its obligations where due to circumstances outside of the reasonable control of TCL or the relevant Supplier. Such circumstances may include, but are not limited to, war, threat of war, civil strife, terrorist activity and its consequences or the threat of such activity, riot, the act of any government or other national or local authority including port or river authorities, industrial disputes, strikes, lock closure, natural or nuclear disaster, fire, chemical or biological disaster, pandemic or epidemic, adverse weather, sea, ice and river conditions. Advice from the Department of Foreign Affairs to avoid or leave a particular country may constitute unavoidable and extraordinary circumstances.

### **11. Complaints**

- 11.1 As the contract for the Travel Arrangements is between the Client and the Supplier, any queries or concerns about the Travel Arrangements should be addressed to the Supplier in the first instance. If the Client/Traveller has a problem with the Travel Arrangements whilst using them, this should be reported to the Supplier immediately. If the Client fails to do so, there will be less opportunity for the Supplier to investigate and rectify the Client's/Traveller's complaint.
- 11.2 In its role as agent, TCL will reasonably assist the Client with any complaint, including forwarding complaints to the Supplier either before, during or after performance of the Travel Arrangements. The Client should contact their named Travel Counsellor in the first instance.

### **12. Client & Traveller obligations**

- 12.1 The Client will provide to TCL all necessary information regarding itself and/or Travellers which is required to perform and/or conclude the Services in a timely manner (and the Client shall obtain all relevant third party permissions and consents in connection therewith).
- 12.2 The Client shall ensure that the Traveller(s) is/are in the possession of the required travel documents, such as a valid passport, any required visa, proof of vaccinations etc., and shall keep up to date with any Department of Foreign Affairs advice, government advice on returning to Ireland together with any necessary entry

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- requirements for the destination country, upon departure and during the period of travel. TCL shall not be liable to the Client and/or Traveller(s) in the event that they are unable to travel as a result of not obtaining the correct documentation or failing to take the appropriate action required for travel.
- 12.3 The Client is responsible for the behaviour of Travellers and TCL accepts no liability in the event that any Traveller(s)' behaviour is disruptive and affects other travellers or third parties during the course of travel. The Client agrees and acknowledges that Travel Arrangements may be cancelled without notice if a Traveller's behaviour is causing or is likely to cause distress, danger or annoyance to any other customers or any third party, or damage to property, or to cause a delay or diversion to transportation. In such circumstances, the Client shall be solely responsible for any expenses, costs or losses incurred as a result of its Travellers' behaviour.
- 12.4 The Client shall be responsible for meeting any claims (including legal costs) made against TCL and for meeting any fees, fines, penalties and/or charges levied against TCL, in each case because of the actions or omissions of any Traveller(s), together with all costs TCL incurs in pursuing any claim against the Client.
- 12.5 In relation to the Platform, the Client:
- is responsible for the quality, legality and accuracy of Client and Traveller data uploaded to the Platform;
  - shall ensure the Platform is only used to make Bookings connected with the Client's trade, business, craft or profession;
  - shall procure that account credentials (i.e. logins/passwords) are kept safe and confidential;
  - shall not access/or use the Platform in any way that threatens the continued viability, security or availability of the Platform.
- 12.6 TCL, or its licensors, own all intellectual property rights in the Platform and Services. The Client is not entitled to copy, scrape, link to, publish, promote, market, integrate, use, combine or otherwise use the Platform content without TCL's written consent.
- 12.7 The Client shall indemnify TCL, its officers, employees and franchisees 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:
- any breach by the Client of its obligations under the Agreement and/or the Supplier Terms;
  - any claims brought by a Traveller or any Supplier or any other third party arising out of and/or related to the Travel Arrangements; and
  - any act or default of the Client, its employees, representatives, contractors, agents or any Traveller.
- 12.8 The Client shall indemnify TCL if it allows any of the Travellers to travel for leisure purposes and TCL inadvertently forms a package and/or for any other reason the Services and any Booking fall within the 1995
- Act.
- ### 13. TCL responsibilities and liabilities
- 13.1 As the Client's contract for the Travel Arrangements is with the relevant Supplier, TCL accepts no responsibility for actual provision of the Travel Arrangements and does not make or give any warranty or representation regarding the Travel Arrangements. TCL also does not represent or warrant that the Platform will always be available or Client's use will be uninterrupted.
- 13.2 TCL's responsibilities are limited to recommending, booking, arranging and/or facilitating the Travel Arrangements in accordance with the Client's (or Traveller's) instructions and TCL will carry out the Services with reasonable care and skill. TCL accepts no responsibility for any information about the Travel Arrangements that it passes on to the Client or any Traveller in good faith.
- 13.3 TCL's liability is limited to any claims directly arising out of or in connection with TCL's negligence or breach of Agreement. In such circumstances, TCL's liability, subject to clause 13.5, shall be limited to the cost of the relevant Travel Arrangements and any service fee paid to TCL. In no event does TCL accept any liability in contract, tort or otherwise, for:
- any injury, illness, death, damage, loss, delay, refund, additional expense or inconvenience caused directly or indirectly by the acts, omissions or default, whether negligent or otherwise, of Suppliers or their employees, agents, suppliers or subcontractors;
  - the solvency of any Supplier;
  - any indirect or consequential loss; or
  - loss of revenue, loss of reputation, loss of profits, loss of actual or anticipated savings and lost opportunities, howsoever caused in connection with a Booking.
- 13.4 TCL is not liable for any damage covered by a health, accident, travel and/or any other insurance policy in place for the benefit of the Client and/or Travellers.
- 13.5 Nothing in the Agreement excludes or limits any liability of TCL for death or personal injury that arises as a result of TCL's negligence or for any other liability that cannot be excluded by law.
- ### 14. Variations
- Subject to a notice period of 14 days, TCL is entitled to amend these booking terms by making the amended booking terms available to the Client on its website or by other means, including providing a copy of the amended booking terms to the Client.
- ### 15. Jurisdiction and applicable law
- These booking terms and any agreement to which they apply are governed in all respects by Irish law. Any dispute, claim or other matter which arises out of or in connection with a Booking will be subject to the exclusive jurisdiction of the Courts of Ireland.