

**IMPORTANT**

These terms are applicable to bookings made prior to 25 February 2019 and no longer in use for new bookings made this date.

For our latest terms see- <https://business.travelcounsellors.com/en/terms-and-conditions-uk/>

## Travel Counsellors Limited

### Business Travel Booking Terms

These Booking Terms and Conditions will apply to the services provided by Travel Counsellors Limited.

#### 1. Application of Conditions

Travel Counsellors Limited shall sell and the client shall purchase travel in accordance with any quotation or offer of Travel Counsellors Limited which is accepted by the client, subject to these conditions. Travel Counsellors Limited acts as the customer's disclosed agent in providing the services. By making a booking, the client is entering into a legally binding contract with the relevant third party supplier and as such, is subject to the terms and conditions of that third party supplier (copies of which are available upon request.)

No variation to these conditions shall be binding unless agreed in writing between the authorised representatives of the client and Travel Counsellors Limited.

Any typographical, clerical or other accidental errors or omissions in any quotation, invoice or other document or information issued by Travel Counsellors Limited shall be subject to correction without any liability on the part of Travel Counsellors Limited.

#### 2. Refunds

(a) The client is liable for the invoice when the ticket is issued.

(b) Your Travel Counsellor will, at the point of offer, inform you if any part of your travel arrangements are non-refundable. If, in the event, the client wishes to obtain a refund for a flight that is refundable, the client must do the following:

(i) The relevant electronic documentation to be returned to Travel Counsellors Limited.

(ii) Travel Counsellors Limited will send the documentation to the airline for a refund.

(iii) On receipt of the money from the airline the client will be refunded. Refunds may take anything from 6 weeks to 12 weeks.

#### 3. Quote Price

(a) The price of the travel arrangements shall be the price quoted at the date of acceptance of the client's order or such other price as may be agreed in writing by the Travel Counsellor and the client. All prices are subject to availability and final confirmation from the supplier. Further information on each supplier's pricing policy can be found in their booking conditions.

(b) Prices are not guaranteed, and are subject to availability. Prices will be confirmed on booking.

#### 4. Payment Terms

(a) Subject to any special terms agreed in writing between the client and Travel Counsellors Limited, invoices shall be raised on a weekly/daily basis as requested. Payment of all invoice must be made by the 15th of every month. A statement is issued at the end of an invoice month, highlighting all travel spend for that 30 day period.

(b) Travel Counsellors Limited reserve the right to decline or withdraw any credit facilities offered. Upon the withdrawal of credit account facilities all monies owing to Travel Counsellors Limited will become immediately payable.

#### 5. Payment Default

If:

(a) the client fails to perform or observe any of its obligations hereunder or is otherwise in breach of the Contract; or

(b) the client becomes subject to an administration order or makes any voluntary arrangement with its creditors (within the meaning of the Insolvency Act 1986) or (being an individual); or

(c) an encumbrance takes possession, or a receiver is appointed, of any of the property or assets of the client; or

(d) the client ceases, or threatens to cease, to carry on business;

then, without prejudice to any other right or remedy available to Travel Counsellors Limited, Travel Counsellors Limited shall, in the event be entitled to: –

(i) withhold supply;

(ii) charge the client interest (both before and after any judgment) on the amount unpaid, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest); and/or

(iii) institute legal action for recovery of outstanding amounts and costs incurred.

#### 6. Liability

(a) In the event of a claim by the client or any passenger in respect of the supply of the services, Travel Counsellors Limited's maximum liability is in any event restricted to the lesser of (i) the total amount paid to travel Counsellors Limited by way of fees for the supply of the services concerned by the claimant and (ii) any additional expenses incurred by the claimant.

(b) Subject to clause 6(a) above, Travel Counsellors Limited shall incur no liability whatsoever to the client or any passenger in respect of any direct, indirect or consequential losses (howsoever incurred).

(c) The client acknowledges and agrees that it is responsible and prudent for the client (and/or any passenger) to put in place a policy of insurance in respect of any loss, claim, cost, damage or injury incurred in connection with the services or any travel resulting therefrom.

(d) Nothing in these terms and conditions limits Travel Counsellors Limited's liability in respect of death or personal injury where such liability cannot be excluded by law.

#### 7. Recorded calls and call charges

All calls may be silently monitored and recorded for training and quality purposes. If calling an 0845 number calls will cost 2p per minute plus your phone company's access charge.

## 8. Data Protection

The client shall collect and provide Travel Counsellors Limited with the personal data of the client's passengers in order for Travel Counsellors Limited to process such personal data, on behalf of the client, in connection with the travel services.

Travel Counsellors Limited shall process the personal data in accordance with the instructions of the client and ensure that it has in place adequate technical and organisational security measures to protect the personal data against unauthorised and unlawful processing.

The client acknowledges that Travel Counsellors Limited may need to transfer and store personal data outside the EEA in order to make a booking with a third party supplier and the client consents to that transfer.

## 9. Confidentiality

Both the client and Travel Counsellors Limited undertakes to the other to keep confidential all information concerning the business and affairs of the other. Either party may publicly announce the existence of the business relationship between the parties and use the other party's name and/or branding (including logos) for marketing and promotional purposes.

## 10. Jurisdiction and Governing Law

These terms and conditions and the services provided by Travel Counsellors Limited to the client shall be governed by the laws of England and Wales and shall be subject to the exclusive jurisdiction of the English Courts.