

TERMS AND CONDITIONS FOR THE PROVISION OF TRAVEL SERVICES

These are the terms and conditions upon which CTI may provide travel booking and related services for the Client and assist the Client to procure travel services. These terms and conditions apply to the provision of all such services by CTI except where a separate written agreement signed on the behalf of CTI and the Client for the provision of any such services exists in which case, the terms and conditions of such written agreement shall control and take precedence in the event of any inconsistency or contradiction with any of the following terms and conditions.

1 DEFINITIONS AND INTERPRETATION

1.1 In these Conditions, the following words have the following meanings:

- (a) **Bill Back Service** means, if CTI has agreed to provide such service for the Client, the Service provided by CTI under which certain expenses incurred by the Client's individual travellers with specified Service Providers who have agreed to support the provision of the Bill Back Service (such as the entire hotel bill or meal costs) can be invoiced by the Service Provider in question to CTI for CTI to then raise a payment request for such amount to the Client under the relevant Contract as opposed to that Service Provider requiring the Client's individual traveller to settle such expenses direct with the Service Provider at the time they are incurred.
- (b) **Booking** means an individual contract entered into between CTI on the behalf of the Client as the Client's agent and a Service Provider for the provision of any accommodation or travel related service for the Client.
- (c) **Charges** mean the charges of CTI for the provision of the Services as detailed in Clause 7.7.
- (d) **Client** means the entity who submits a Service Request to CTI.
- (e) **Conditions** means these terms and conditions as the same may be amended from time to time in accordance with Clause 2.4 and/or 12.4.
- (f) **Confidential Information** means all information relating to a party's business products and services (including operations, plans, market opportunities, customers, know-how (including designs, processes of production and technology), trade secrets and software) and/or any personal data disclosed to the other party whether in writing, orally or by any other medium. Confidential Information excludes though any such information to the extent that is in the public domain other than as a result of any breach of these Conditions by a party and/or any such information to the extent that a party is required to disclose the same by any court or competent authority.
- (g) **Cost** means the charges levied by a Service Provider in respect of each Booking together with any applicable charge applied by CTI.
- (h) **CTI** means C.T.I. Travel Limited (Company Number 1775854) whose registered office is at 7th Floor, 111 Piccadilly, Manchester, M1 2HY.
- (i) **Contract** means a contract between the Client and CTI for the provision of Services made subject to these Conditions which has come into force following the acceptance of a Service Request in accordance with Clause 2.2.
- (j) **Force Majeure** means any circumstance beyond the reasonable control of CTI including any act of God, war, riot, civil commotion, terrorism, explosion, abnormal, extreme, adverse or unusual weather conditions, ash clouds, loss of utilities, fire, flood, strike, lock out or industrial dispute and/or governmental or regulatory authority action.
- (k) **Group** means in relation to either party, that party, any subsidiary or holding company from time to time of that party, and any subsidiary from time to time of a holding company of that party. Holding company or a subsidiary is as defined in section 1159 of the Companies Act 2006 (as amended or replaced from time to time).
- (l) **Online Booking Service** means any online booking facility for the Services made available by CTI from time to time for access by the Client which currently include the online booking facilities made available by CTI under its "MyStay", "CTI Sherpa" and "CTI Mariner" brands.
- (m) **Service Provider** means any third party service provider with whom CTI enters into any Booking on the behalf of the Client as the Client's agent.
- (n) **Service Request** means any request made by the Client for the provision of any Services. Such request may be made by the Client orally, in writing (including via email) and/or via the Online Booking Service but in any case the Client's Service Request shall exclude any terms and conditions which the Client may purport to apply (including any such terms and conditions as may be set out or referred to on any standard form documents utilised by the Client).
- (o) **Services** means a travel and accommodation booking service provided by CTI pursuant to which, CTI will identify Service Providers able to meet the Client's travel requirements specified to CTI by the Client from time to time and arrange Bookings with those Service Providers on the behalf of the Client acting as the Client's agent. Such service includes a facility for the Client to book hotels, airline travel, train travel, hire car bookings, meeting/conference bookings and visa/passport application management. The Bill Back Service is only included if CTI has specifically agreed in writing to provide that Bill Back Service. In all circumstances the Services exclude CTI advising on or arranging any insurance (which it is the sole responsibility of the Client to arrange at its discretion).
- (p) **Working Day** means any day which is not a Saturday, Sunday or bank or other public holiday in England and Wales.

2 ACCEPTANCE OF THESE CONDITIONS AND SERVICE REQUESTS

- 2.1 These Conditions apply to each Contract to the exclusion of any other terms that the Client seeks to impose or incorporate. By issuing each Service Request the Client shall be deemed to irrevocably and unconditionally agree that these Conditions shall apply to the exclusion of any other terms.
- 2.2 Each Service Request constitutes an offer by the Client to purchase the Services in question in accordance with these Conditions. Any Service Request shall be deemed accepted by CTI on the earlier of: (a) CTI confirming that it is willing to provide the Services; or (b) CTI commencing provision of the Services.
- 2.3 CTI shall be under no obligation to accept any Service Request and may decline to accept any Service Request without liability or need to give reason.
- 2.4 CTI may amend these Conditions at any-time on notice (which notice may be provided by CTI via the Online Booking Service or otherwise via any website operated by CTI) and the applicable Conditions incorporated into each Contract will be those in force at the time the Client's Service Request is accepted in accordance with Clause 2.2.

3 ONLINE BOOKING SERVICE

- 3.1 If CTI makes its Online Booking Service available for access by the Client then CTI grants to the Client only a limited, non-exclusive and non-transferable licence to access and use its Online Booking Service only for the purposes of making use of the Services (but not further or otherwise). CTI shall be entitled to suspend or revoke such licence without liability at any-time and for any reason without the need to give the Client notice.
- 3.2 The Client shall maintain in strict confidence (and shall ensure that its employees maintain in strict confidence) any user names, access codes or other authorisations which may be provided or allocated to it by CTI and/or via the Online Booking Service together with any associated passwords.
- 3.3 The Client shall be liable for all use of the Online Booking Services which is carried out under user names, access codes or other authorisations which may be provided or allocated to the Client by CTI and/or via the Online Booking Service (including any Bookings made using such access). The Client shall immediately inform CTI of any actual or suspected loss, theft, publication or disclosure of any user names, access codes, other authorisations or passwords for the Online Booking Service and/or of any actual or suspected unauthorised access to or use of the Online Booking Service using the same of which the Client becomes aware.
- 3.4 The Client shall not (and shall ensure that its employees shall not):
 - (a) initiate any interaction with the Online Booking Service other than via human interface and in particular, the Client shall not use any automated tools, bots or other similar programmes or devices to interact with the Online Booking Service; and/or
 - (b) use or attempt to use the Online Booking Service for any illegal or unlawful purpose and/or for the purposes of publishing or otherwise distributing materials which are offensive, defamatory or in breach any intellectual property rights belonging to any third party.
- 3.5 CTI does not guarantee that the Online Booking Service will be continually available for access and CTI may suspend access to the Online Booking Service from time to time to carry out maintenance and upgrade work; in the event of any actual or suspected security breach; and/or in the event of any other emergency.
- 3.6 CTI shall endeavour to resolve within a reasonable period any problems or issues concerning the Online Booking System which are raised with it by the Client however, CTI does not guarantee that it will be able to resolve any such problems or issues and/or that it will do so within any particular time period.
- 3.7 The Online Booking Service does not include the provision of any back-up, disaster recovery or business continuity services and if any Client data is stored or hosted by CTI in connection with the Online Booking Service, the Client shall back-up such Client data itself at frequencies which are appropriate to enable it to recover such Client data with minimal impact on its business and operations.
- 3.8 The Client shall also accept and abide by any end-user licence/terms and conditions published on the Online Booking Service from time to time.

4 BOOKINGS

- 4.1 When issuing any Service Request for CTI to make any Booking on the Client's behalf, the Client shall provide all information requested by CTI to complete that Booking and shall ensure that all such information is complete and accurate. The Client acknowledges that if any error is contained within any information provided by the Client for any Booking or should the Client subsequently wish to make any changes to such information, dependent on the terms and conditions of the applicable Service Provider, it may not be possible to correct that error or change that information after the Booking is completed or an additional charge may be levied by the Service Provider to correct that error or make a change for which the Client will be liable.
- 4.2 Each Booking is made by CTI as agent acting on the behalf of the Client and accordingly, the Client acknowledges that each contract for a Booking is between the Client and the applicable Service Provider and will be subject to the applicable Service Provider's terms and conditions which the Client undertakes to comply with. CTI shall not be a party to any such contract nor have any liability under any such contract and in particular, the Client acknowledges that CTI does not guarantee the performance of any Service Provider. Where the Bill Back Service is provided by CTI then CTI acts only as a payment agent of the Client and not as principal in any transaction.
- 4.3 Should the Client have any complaint concerning any Booking then it shall raise that complaint with CTI within 5 Working Days of the start date of the Booking in question and CTI shall then use its reasonable endeavours to provide a response to that complaint as soon as reasonably practicable.
- 4.4 CTI will assume that any individual employee of the Client who issues a Service Requests is authorised to make such request and CTI shall not be required to confirm the authority of any individual employee before actioning their request.
- 4.5 The Client shall indemnify CTI on demand against all liabilities, costs, expenses, damages and losses and all other professional costs and expenses suffered or incurred by CTI arising out of or in connection with any claim which is brought by any Service Provider against CTI relating to any contract between the Client and the Service Provider in question (including any claim that the Client has breached any such contract).

5 CANCELLATIONS

- 5.1 The ability of the Client to cancel or amend completed Bookings will depend upon the terms and conditions of the applicable Service Provider which shall be provided by CTI to the Client on request.
- 5.2 If the Client wishes to cancel or amend any Booking then it shall notify CTI as soon as reasonably possible. If the Client fails to notify CTI of any required cancellation within the applicable Service Provider's deadline for doing so for the Booking in question then the Client acknowledges that it will be liable for the full cost of that Booking.
- 5.3 When cancelling or amending any Booking, the Client shall retain any cancellation reference numbers provided to it (whether by CTI or the applicable Service Provider) and shall produce those if requested by CTI.

6 SERVICE STANDARDS

- 6.1 CTI shall perform the Services using reasonable skill and care and in accordance with all applicable laws.
- 6.2 Should the Client have any complaint concerning the provision of any Service by CTI then it shall raise that complaint with CTI within 5 Working Days of its cause for complaint arising and CTI shall then use its reasonable endeavours to provide a response to that complaint as soon as reasonably practicable.
- 6.3 All warranties, conditions and other terms concerning the quality and provision of the Services and their fitness for purpose which are not set out in these Conditions are hereby excluded from each Contract to the fullest extent lawfully permitted.

7 CHARGES

- 7.1 The Client shall pay to CTI the Costs and the Charges. All Costs may be passed on via payment request by CTI to the Client at any-time on or after the same are incurred and Charges may be invoiced by CTI to the Client at any-time on or after the relevant Service Request has been accepted in accordance with Clause 2.2. The Client acknowledges that if under any Service Provider's terms and conditions any Booking must be paid for in advance or an advance deposit be paid then CTI shall be entitled to require payment by the Client of such prepayment or deposit at any-time on or after the same is incurred or, at CTI's discretion, CTI may require payment in advance as a condition of making such Booking. The Client also acknowledges that such prepayment or deposit will not be refundable in the event that the relevant Booking is cancelled unless and only to the extent otherwise provided for under the relevant Service Provider's terms and conditions. Where the Bill Back Service is included within the Services then CTI shall be entitled to issue a payment request to the Client for such expenses at any-time on or after the relevant Service Provider submits its invoice for the same to CTI together with any applicable Charges for provision of the Bill Back Service.
- 7.2 All invoices and payment requests submitted by CTI under each Contract shall be paid by the Client within 10 days of the date of invoice or request (as applicable) by direct debit into such bank account as may be nominated by CTI from time to time.
- 7.3 The Client shall notify CTI within 7 Working Days of receipt if the Client disputes the amount of any invoice or payment request (and the Client shall only raise bona fide disputes concerning invoices and payment requests acting at all times in good faith). In the event that the Client acting in good faith raises a bona fide dispute concerning any invoice or payment request then the Client shall pay the undisputed amount of such invoice or payment request in accordance with these Conditions and the parties shall use their respective reasonable endeavours to agree any amount disputed by the Client as soon as reasonably possible. Should it subsequently be agreed or held that the Client incorrectly withheld payment of any amount pursuant to this Clause 7.3 then the Client shall pay the relevant amount to CTI within 10 days of the date of such agreement or ruling together with statutory interest thereon should payment have been delayed beyond the original due date for payment under these Conditions.
- 7.4 CTI shall be entitled to suspend without liability provision of the Services without notice in the event that payment of any amount owing to it and/or to any Service Provider from the Client is overdue and/or should any credit limit as referred to in Clause 7.6 have been exceeded by the Client.
- 7.5 The Charges, Costs and any other amount which may become payable from time to time by the Client each Contract:
(a) are stated exclusive of VAT which if applicable, shall be payable in addition by the Client at the applicable rate from time to time in force; and
(b) shall, subject to Clause 7.3, be paid by the Client in full in accordance with these Conditions without set off, deduction or withholding.
- 7.6 CTI reserves the right to apply from time to time a credit limit to the Client's account with it and should any such credit limit be exceeded by the Client (and/or should CTI reasonably anticipate that any of the events as detailed in Clause 8.1(b) are likely to occur in respect of the Client) then CTI reserves the right to require payment in advance from the Client as a condition of continuing to provide the Services or (at CTI's discretion) to exercise its right under Clause 7.4 to suspend further provision of the Services.
- 7.7 Unless specially agreed otherwise in writing by an authorised representative of CTI, the Charges payable by the Client shall be the standard charges of CTI in force at the time the Client's Service Request is accepted in accordance with Clause 2.2. Such Charges may be adjusted by CTI at any-time on notice (which notice may be provided by CTI via the Online Booking Service or otherwise via any website operated by CTI from time to time).
- 7.8 In addition to the Charges payable by the Client, the Client acknowledges that CTI will retain any commission paid to it by any Service Provider relating to any Booking and shall not be obliged to disclose the amount of any such commission to the Client.
- 7.9 CTI shall be entitled to sub-contract without notice the performance of any Services to any other member of the CTI Group. In such circumstances the relevant CTI Group entity shall be entitled to invoice or require payment from the Client direct for any Costs and Charges for the relevant Services and should any CTI Group entity do so then the Client shall pay such invoice or payment request in accordance with this Clause 7 and the relevant CTI Group entity shall be entitled to rely on and enforce this Clause 7 directly against the Client.

8 TERMINATION

- 8.1 CTI may terminate any or all Contracts in place from time to time at any-time by giving written notice to the Client if:
(a) the Client commits any material breach of any Contract and/or of these Conditions;
(b) the Client becomes bankrupt or goes into liquidation (whether voluntary or compulsory), becomes insolvent, is dissolved, compounds with its creditors or has a receiver, administrative receiver or administrator appointed over the whole or any part of its assets or a petition is presented, or a meeting is convened for the purpose of considering a resolution, for the making of an administrative order, the winding-up, bankruptcy or dissolution of the Client or the Client suffers any similar process in any jurisdiction outside of England and Wales;
(c) the Client ceases or threatens to cease carrying on its business, operations or activities; and/or
(d) the Client has failed to pay any amount due under any Contract by its due date for payment.
- 8.2 Termination or expiry of any Contract shall be without prejudice to any rights, obligations or causes of action of either party which have accrued prior to the date of termination and shall not affect the continuing in or coming into force of any provision of that Contract which, whether expressly or by implication, is to continue in or come into force following expiry or termination.

8.3 Upon termination or expiry of any Contract CTI shall be entitled at its discretion to cancel without liability to the Client any outstanding Bookings made under that Contract with respect to the period after termination or expiry (and should CTI elect to cancel any such Bookings then the Client shall be liable to CTI for any cancellation charges which may be charged to CTI by any Service Provider). If and to the extent that CTI does not exercise its right to cancel any Booking then termination or expiry of any Contract shall not affect such Bookings which shall remain in full force and effect and the provisions of the relevant Contract shall continue to apply to such Bookings (and in particular, the Client shall remain obliged to pay for such Bookings in accordance with these Conditions).

8.4 Upon termination or expiry of any Contract all outstanding invoices, payment requests, Costs and Charges under the Contract in question shall become immediately due and payable by the Client.

9 LIABILITY

9.1 Neither party seeks to limit or exclude in any way its liability for death or personal injury caused by negligence; for fraud or fraudulent misrepresentation; in respect of any breach of any condition implied under section 12 of the Sale of Goods Act 1979 (as amended or replaced from time to time); and/or for any other matter or liability which cannot be lawfully limited or excluded. Each provision of these Conditions and of any Contract shall be read as subject to this Clause 9.1 and no provision of these Conditions or of any Contract is intended to nor shall be interpreted as seeking to limit or exclude any of the foregoing types of liability.

9.2 CTI shall not be liable for:

(a) any failure or delay to comply with any of its obligations to the extent that such failure or delay is caused by any failure or delay by the Client to comply with its obligations under these Conditions or any Contract; and/or

(b) any failure or delay by any Service Provider to provide or perform any Booking nor for any other act or omission of any Service Provider.

9.3 Subject at all times to Clauses 9.2 and 9.4, the maximum liability of CTI for all claims under each Contract howsoever arising (including under any indemnity) shall be limited in aggregate to the value of the Charges actually paid by the Client to CTI under the Contract in question.

9.4 CTI shall not be liable for: (i) loss of business; loss of use; loss of profit; loss of anticipated profit; pure economic loss; loss of contracts; loss of revenues; loss or damage to goodwill or brand; loss of anticipated savings; loss of data or use of data; product recall costs; damage to reputation; and/or any consequential, special or indirect loss or damage in any case, regardless of whether or not CTI was aware or had been made aware (or ought reasonably to have been aware) at the time the applicable Contract came into force of the risk that such loss or damage might occur; and/or any failure or delay in complying with its obligations under any Contract where such delay or failure is due to an event of Force Majeure.

10 DATA PROTECTION

10.1 Words and expressions used in this Clause 10 not defined elsewhere in these Conditions shall have the meanings as provided for under the Data Protection Act 1998 (as amended or replaced from time to time).

10.2 Where the Client provides any Personal Data to CTI in connection with the Services the parties acknowledge that the Client is the Data Controller and CTI is a Data Processor of any such Personal Data.

10.3 CTI shall:

(a) process any Personal Data as referred to in Clause 10.2 only to the extent, and in such a manner, as is necessary for the purposes of providing the Services and otherwise as may be authorised by the Client from time to time but not further or otherwise; and

(b) take appropriate technical and organisational measures against the unauthorised or unlawful processing of Personal Data as referred to in Clause 10.2 and that, having regard to the state of technological development and the costs of implementing any measures, such measures will guard against the accidental loss or destruction of, or damage to such Personal Data.

10.4 The Client acknowledges that in order to provide the Services it will be necessary for CTI to disclose Personal Data as referred to in Clause 10.2 to Service Providers and/or other Confidential Information of the Client (which may include disclosure to Service Providers located outside of the European Economic Area) and that any such disclosure shall not constitute a breach by CTI of this Clause 10 and/or 11 nor shall CTI be liable to the Client (or to any Data Subject) for the acts or omissions of any Service Provider to whom any such Personal Data and/or Confidential Information is disclosed. The Client warrants that it will at all times obtain all necessary consents from Data Subjects required to enable CTI to process their Personal Data in accordance with this Clause 10 and in particular, as required to permit any disclosure under this Clause 10.4.

11 CONFIDENTIALITY

11.1 Each party shall keep in strict confidence all Confidential Information which is disclosed to it by the other party together with any other Confidential Information concerning that other party which it may obtain as a result of the operation of any Contract. Each party shall only use and disclose such Confidential Information of the other party to those of its employees, agents or subcontractors (and in the case of CTI, to Service Providers) who need to know the same for the purpose of discharging its obligations or exercising its rights under any Contract.

12 GENERAL

12.1 Any notices to be served on either party by the other shall be in writing and shall be sent by pre-paid registered post to the registered office address from time to time of the other party. Such notice shall be deemed to have been received by the addressee 72 hours after posting provided applicable evidence of posting is retained and produced on request. Whilst the parties may make operational communications via email or fax, formal notice may not be served via email or fax.

12.2 The parties are with respect to each other independent contractors and save only to the extent as may be specifically provided for otherwise under these Conditions (including under Clause 4.2), nothing in these Conditions or in any Contract and no actions taken by the parties under these Conditions or any Contract shall be deemed to constitute any agency, partnership, association, joint venture or other co-operative enterprise between the parties.

12.3 Each Contract together with any documents referred to or incorporated into it in accordance with its terms (including these Conditions) represents the entire agreement between the parties relating to its subject matter and supersedes all previous presentations made and/or agreements, negotiations and discussions between the parties relating to the same.

12.4 Save only to the extent as may be specifically provided for otherwise under these Conditions, no variation or amendment to any Contract or these Conditions shall be binding unless made in writing and signed by or on the behalf of each of the parties.

12.5 The Client may not assign or transfer any of its rights and/or obligations under these Conditions or any Contract without the prior written consent of CTI.

12.6 If any provision of these Conditions or of any Contract is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable, the remaining provisions shall remain in full force and effect.

12.7 The failure to exercise or delay in exercising any right or remedy under these Conditions or any Contract shall not be regarded as a waiver of such right or remedy, or a waiver of other rights or remedies. No single or partial exercise of any right or remedy shall prevent any further exercise of the right or remedy or any other right or remedy. The rights and remedies granted to each party are cumulative and, save only as may be specifically provided for otherwise under these Conditions or any Contract, are not exclusive of any other rights or remedies which may be available, whether under these Conditions, any Contract or as a matter of general law.

12.8 Subject to Clause 7.9, a person who is not a party to any Contract shall have no right to enforce any term of any Contract pursuant to the Contracts (Rights of Third Parties) Act 1999 (as amended or replaced from time to time).

12.9 These Conditions, each Contract and any dispute or claim arising out of or in connection with either of those or their subject matter or formation (including any non-contractual disputes or claims) shall be governed by English law and, save in respect of the enforcement of any judgment, the parties agree to submit to the exclusive jurisdiction of the English courts