



## Standard Terms and Conditions

### 1 Definitions

In these conditions of contract:

**"Ian Allan Travel"** means Ian Allan Travel Limited, a company incorporated under the Companies Acts (Registered Number 494505) and having its Registered Office at Terminal House, Shepperton TW17 8AS or its authorised agents appointed in writing by Ian Allan Travel;

**"Customer"** means any person, firm or Company with whom Ian Allan Travel contracts for the provision of Travel Arrangement Services by Ian Allan Travel;

**"Passenger"** means any passenger in respect of whose travel Ian Allan Travel provides Travel Arrangement Services on the instructions of the of the Customer;

**"Travel Arrangement Services"** means Ian Allan Travel's services in recommending, booking and/or otherwise arranging, negotiation and reporting of the supply of travel by air, land or sea, accommodation, car hire, travel insurance or other related travel services by Third Party Suppliers to the Customer.

**"Third Party Suppliers"** means any third parties who supply any travel by air, land or sea, accommodation, car hire, travel insurance or other related travel services to the Customer.

### 2 General

- a) The conditions shall be deemed to be incorporated into all contracts made by Ian Allan Travel with the Customer to the exclusion of all other terms and conditions and all work undertaken by Ian Allan Travel shall be deemed to be carried out on the terms of these conditions unless otherwise expressly agreed in writing by Ian Allan Travel.
- b) Ian Allan Travel shall provide such Travel Arrangement Services to the Customer as may be requested by the Customer from time to time. In the absence of any express written instructions to the contrary, Ian Allan Travel may accept (and the Customer shall be bound by) any requests made by any employee, agent or other representative of the Customer.
- c) By making a booking, the Customer is entering into a legally binding contract with the relevant Third Party Supplier which is subject to the terms and conditions of that Third Party Supplier (copies of which are available to the Customer on request). For the avoidance of doubt, Ian Allan Travel shall not be responsible for any default or failure in any supply by any Third Party Supplier or for any loss, claim, cost, damage or injury incurred by the Customer or any Passenger (directly or indirectly) as a result thereof.
- d) No Passenger or any other third party will have any rights against Ian Allan Travel, whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise.

### 3 Payment

- a) Ian Allan Travel shall contract with the Third Party Suppliers on behalf of the Customer and the Customer shall pay to Ian Allan Travel on demand all costs, fees, taxes etc invoiced by Ian Allan Travel to the Customer in respect of items contracted with the Third Party Suppliers.
- b) If credit account facilities have been made available by Ian Allan Travel to the Customer then all sums due by the Customer to Ian Allan Travel shall be payable as set out in paragraph 3 (c) below. Ian Allan Travel reserves the right to decline credit account facilities or to withdraw such facilities. Should no such credit account facilities be made available by Ian Allan Travel to the Customer or should these facilities be at any time withdrawn then Ian Allan Travel reserves the right to request an advance payment from the Customer in respect of all contracts to be entered into on behalf of the Customer. Upon the withdrawal of credit account facilities all monies owing to Ian Allan Travel will become immediately payable.
- c) Payment by the Customer of monies outstanding upon credit accounts is due as cleared funds on the 12<sup>th</sup> day of the month following the date of the invoices, excluding invoices for foreign currency or travellers cheques which are due for payment by the Customer upon receipt of the invoice.

### 4 Refunds

- a) Credit notes or refunds (if any) for travel services not used may only be issued upon the return of the relevant documentation relating to the travel service concerned and are subject to the terms and conditions of the relevant Third Party Supplier. Failure to return the said documentation (or in the case of e-tickets formal written notification) will imply an acceptance of the invoice for the travel services and payment will become due as per the standard payment terms set out in Clause 3 above.
- b) In the event that any cancellation or refund requires the consent of or calculation by the relevant Third Party Supplier then the account issued shall remain due and payable in terms of Clause 3 above and any sum refunded by the Third Party Supplier shall only be credited to the Customer's account on receipt of same by Ian Allan Travel from the Third Party Supplier.
- c) Without prejudice to the generality of Clauses 4(a) and 4(b) above, the Customer acknowledges and agrees that:
  - i. any credit notes or refunds in respect of rail travel services can only be issued provided the relevant documentation is returned within one month of date of the issue of the said documentation (or on any other terms relating to the ticket issued in respect of the rail services in question); and

- ii. not all tickets may be refunded or altered and that any refunds made may be liable to any fees which Ian Allan Travel and/or the Third Party Supplier may from time to time levy. If the Customer is unsure as to the cancellation and/or refund provisions of any particular ticket or the charges levied then clarification should be sought from Ian Allan Travel at the time of booking.

#### 5 Late Payments

In the event that any sums due by the Customer by Ian Allan Travel are not paid when due then, without prejudice to any other remedies of Ian Allan Travel, Ian Allan Travel may at any time:

- i. suspend all or part of the provision of Travel Arrangement Services to the Customer and/or
- ii. charge a service fee at the rate of 2% per month on all overdue sums until paid
- iii. cancel (without any liability to the Customer or to any Passenger) any bookings made on behalf of the Customer, with any cancellation fees incurred as a result thereof being for the account of the Customer.

#### 6 Liability

- a) In the event of a claim by the Customer or by any Passenger in respect of the supply of the Travel Arrangement Services or any other liability whatsoever for which Ian Allan Travel is responsible in law, Ian Allan Travel's maximum liability is in any event restricted to the lesser of the total amount paid to Ian Allan Travel by way of fees for the supply or the Travel Arrangement Services concerned by the claimant or any additional expenses incurred by the claimant.
- b) Subject to Clause 6(a) above, Ian Allan Travel shall incur no liability whatsoever to the Customer or any Passenger in respect of any direct, indirect or consequential losses (howsoever incurred)
- c) The Customer acknowledges and agrees that it is reasonable and prudent for the Customer (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 Travel Arrangement Services or any travel resulting therefrom. Ian Allan Travel shall use all reasonable endeavours to assist the Customer and/or the Passenger in obtaining such a policy or insurance from an insurer on the express request of the Customer and on payment of the appropriate premium. The Customer agrees to make each and every Passenger aware of the provisions of this Clause 6.

#### 7 Waiver

In the event that Ian Allan Travel should at any time expressly or by implication waive any of its rights contained herein such waiver shall not be deemed to prejudice in any way the enforcement of such rights by Ian Allan Travel on any subsequent occasion.

#### 8 Variation

Ian Allan Travel reserves the right to vary the terms of these Standard Conditions at any time by notifying the Customer in writing. Any such variation shall take effect in respect of any Travel Arrangement Services supplied on or after the fifth working day following the date of posting said notification to any address to which Ian Allan Travel has invoiced the Customer in the preceding three months or to the last such address if no invoices have been issued in the preceding three months.

#### 9 Premature Termination

The agreement will remain in force provided that it may be terminated at an earlier date; by Ian Allan Travel giving the Customer at least 6 months written notice or by the Customer giving Ian Allan Travel at least 6 months notice; in the event of termination of the contract by either party then Ian Allan Travel undertakes to continue to use its best endeavours to provide the same high level of service that has previously been demonstrated to and experienced by the Customer during the earlier term of the contract.

By either party giving written notice to the other if: that other party is in breach of any of the provisions of the Contract and, in the case of breach capable of remedy, fails to remedy the same within 30 days of receipt of a written notice specifying the breach and requiring its remedy; the agreement is assigned to another company through amalgamation or buyout unless with the written authority of the Customer; Ian Allan Travel change ownership and do not advise the Customer.

#### 10 VAT

VAT will be charged on where applicable at the rate in force on the date of supply.

#### 11 Data Protection

Each party shall ensure that it complies fully with the requirements of Data Protection Legislation and the Customer shall ensure that any communication of personal employee data to Ian Allan Travel and the Third Party Suppliers has been properly authorised by the employee concerned. The Customer acknowledges that Ian Allan Travel may store the Customer's and employee's data outside of the European Economic Area, and consent is hereby granted to this. The Customer consents to contact from Ian Allan Travel via e-mail, letter or phone about products and services that may be of interest to the Customer.

#### 12 Jurisdiction and Governing Law

These terms and conditions, any supply of the Travel Arrangement Services to the Customer and/or the Passenger and any contracts between Ian Allan Travel and the Customer shall be governed by the law of England and shall be subject to the jurisdiction of the English Courts, without prejudice to the right of Ian Allan Travel to seek recovery of any sums due from the Customer before any court of competent jurisdiction.

Signed : .....Name : .....Dated .....

Position : .....Authorised to sign for Company : .....