

Terms and conditions

1. Term

- 1.1 This Agreement shall come into force on the date of signature of the Contract Details and shall remain in force for an indefinite period of time until terminated by either party on not less than 1 months' notice in writing or otherwise in accordance with the provisions of this clause 1. The terms of this Agreement shall apply to all bookings for Arrangements made by TCL both prior to and after the date of signature of the Contract Details.
- 1.2 Either party may, without limiting or affecting any other right or remedy available to it, terminate this Agreement immediately on written notice if the other is in material breach of its obligations under this Agreement or if the other party becomes insolvent or goes into liquidation/insolvency. TCL may also terminate this Agreement immediately on written notice if there is a change in the ownership of the property which is the subject of the Arrangements.
- 1.3 Any termination of this Agreement will be without prejudice to any rights or claims that either party may have against the other and termination of this Agreement shall not, at TCL's discretion, affect any bookings that were made under this Agreement prior to the date of termination.

2. Prices and payment

- 2.1 The Supplier will provide TCL with pricing information for Arrangements in the frequency and via the method/system agreed by the parties.
- 2.2 The Supplier agrees that: (i) any monies TCL collects from the Customer in relation to Arrangements which requires financial protection will be paid into a separate and designated trust account; and (ii) such monies shall be held on trust in accordance with the terms of the trust deed. Such monies held on trust will not at any time be held on trust for or beneficially owned by the Supplier. Nothing in the foregoing affects the payment obligations agreed between the parties under this Agreement.

3. Provision of Arrangements

- 3.1 The Supplier shall provide complete, accurate and up to date descriptions of the Arrangements including information as to whether the Arrangements are suitable for disabled persons or persons with reduced mobility.
- 3.2 The Supplier agrees to provide and has the legal right to provide TCL with advertising material such as website addresses, brochures and photography and agrees that TCL and its Affiliates have unlimited rights to use the media without restrictions to promote the Arrangements.
- 3.3 The Supplier warrants and undertakes:
 - (a) to supply the Arrangements using all due skill, care and diligence;
 - (b) to co-operate with TCL in a timely manner in accordance with high standards of customer service in all matters relating to the Arrangements;
 - (c) to ensure that its employees and personnel and those of its subcontractors: (i) undergo

appropriate background checks, (ii) are appropriately trained, qualified and competent and (iii) are suitably monitored, managed and supervised;

- (d) that the Arrangements will be of good and clean standard, in full working order and safe for use;
 - (e) that the Arrangements will conform with all descriptions provided by the Supplier;
 - (f) that the Arrangements will be provided in compliance with clause 4;
 - (g) that it will immediately notify TCL in writing of any alteration, suspension, deficiency, failure, lack of conformity, overbooking or other change including any building or maintenance work or other activity taking place in relation to or in the environment of any Arrangements which may adversely affect the quality, access, enjoyment or safety of the Arrangements in question, whether temporary or otherwise (a "Deficiency").
- 3.4 The Supplier shall use all reasonable endeavours to remedy any Deficiency. In the event the Supplier is unable to remedy the Deficiency (for whatever reason) within such time as TCL or the relevant Customer reasonably requires, the Supplier shall, at its cost, obtain in the same or nearby location, comparable alternative arrangements of at least equal standard and with similar facilities and services and which comply with the terms of this Agreement (in this respect, the Supplier shall be deemed to have subcontracted its obligations under this Agreement but shall remain liable under this Agreement as if no such subcontracting had occurred). If the Supplier fails to comply with this clause, TCL or the affected Customer may at its option take all reasonable steps to remedy the Deficiency or secure alternative arrangements to the Arrangements. The Supplier shall reimburse TCL for any refund, compensation, fines, costs, expenses, damages or other payments that TCL or any Customer incurs as a result of a Deficiency.
- ### 4. Compliance:
- 4.1 The Supplier warrants, represents and undertakes that the provision and operation of the Arrangements shall comply with all applicable national, local, trade and other laws, regulations, rules and codes of practice (including as relating (without limitation) to planning, licensing, hygiene, food and water safety, general health and safety, fire and security, employee welfare and labour laws) that apply in the country in which the Arrangements are provided.
 - 4.2 Each party shall:
 - (a) comply with all applicable laws and regulations relating to: (i) anti-bribery and anti-corruption including, where applicable, the Bribery Act 2010; and (ii) anti-slavery and human trafficking laws, including, where applicable, the Modern Slavery Act 2015; and (iii) economic, trade and financial restrictions and sanctions;
 - (b) not engage in any activity, practice or conduct which would constitute an offence under any such legislation if such activity, practice or conduct had been carried out in the UK; and
 - (c) have and shall maintain in place throughout the term of this Agreement its own anti-bribery and

- anti-slavery policies and procedures.
- 4.3 The Supplier warrants that neither it, nor any person acting on its behalf, nor any person or entity that owns or controls the Supplier (together the “**Supplier Group**”), has: (i) been designated as a sanctioned person or entity by the UK, the United Nations, the EU, the USA or any other governmental authority with jurisdiction over TCL or the Supplier Group (each a “**Sanctions Authority**”); and (ii) is not located or organised in any country or territory subject to country or territory-wide sanctions by a Sanctions Authority. The Supplier will notify TCL in writing as soon as it becomes aware of: (i) any actual or potential investigation/breach of applicable sanctions laws by any Supplier Group Party; and (ii) if any Supplier Group Party is subsequently designated a sanctioned person/entity or becomes subject to country or territory wide sanctions, in each case by a Sanctions Authority.
 - 4.4 The Supplier shall use reasonable endeavours to obtain, or to work towards obtaining a suitable sustainability certification recognised by the Global Sustainable Tourism Council.
 - 4.5 The Supplier shall comply with TCL’s Code of Conduct and shall promptly notify TCL where it fails or expects to fail to comply with such code.
 - 4.6 The Supplier shall promptly notify TCL in the event that the Supplier ceases to hold any necessary licenses, certificates, consents or permissions that are required in order for the Supplier to legally provide the Arrangements.
 - 4.7 The Supplier shall promptly provide TCL with such access, information and documentation as TCL may reasonably request to enable TCL to verify and audit compliance with this clause 44 and the Supplier will comply with any request from TCL as to any health and safety audits that may be required.
 - 4.8 The Supplier shall protect all digital assets, including software and databases that may be used in connection with this Agreement, by implementing robust security measures such as encryption, firewalls and other multi-factor authentication to prevent unauthorised access and Security Breach.
 - 4.9 The Supplier shall inform TCL as soon as possible of any suspected or actual Security Breach. In each case, providing the details, the type and nature of the breach/incident and the steps being taken to address the breach. At its own cost, the Supplier shall promptly investigate and seek to identify the cause of the Security Breach and use reasonable endeavours to mitigate the effects of any such Security Breach and keep TCL fully informed of the process at all times. The Supplier will reimburse TCL for any direct losses incurred as a result of a Security Breach.
 - 4.10 Both parties acknowledge and agree that for the purpose of Data Protection Laws they are both data controllers (but not joint controllers) and each shall comply with (i) their respective obligations under the Data Protection Laws; and (ii) the Data Terms. In relation to the transfer of personal data from the UK or EU (as applicable) to countries that have not received an adequacy decision from the UK Secretary of State or European Commission (as applicable) the

parties will comply with the Standard Contractual Clauses.

5. **Insurance**

The Supplier shall maintain throughout the term of this Agreement and for 6 years thereafter, comprehensive insurance cover in respect of (i) the property; (ii) any vehicles used in the provision of the Arrangements and (iii) all other third party risks including liability for damages for personal injury, death and/or illness howsoever arising in connection with the Arrangements. The Supplier shall on demand produce a copy of such policy together with a copy of the receipt for the payment of the current premium.

6. **Complaints**

6.1 The Supplier will promptly deal with any complaints or concerns raised by Customers and take all reasonable steps to resolve such complaints or concerns in a manner befitting the luxury nature of TCL’s brand. The Supplier will promptly notify TCL of all material complaints (including in respect of any personal injury).

6.2 The Supplier shall have no authority to bind TCL and shall not do or say anything to prejudice TCL position in any respect, nor shall it acknowledge or admit any liability on behalf of TCL or without TCL’s prior written agreement.

7. **Force majeure**

Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure results from a Force Majeure Event. Where a booking for Arrangements is affected by a Force Majeure Event, including where a Customer’s journey to the destination/property that forms part of the Arrangements is affected by a Force Majeure Event, such booking may be amended or cancelled by either party without penalty or charge and Supplier will either refund any monies received or waive the payment requirements that relate to any part of the booking that could not be fulfilled or used. This clause takes precedence over the cancellation policy set out in the Contract Details (or such other cancellation policy agreed by the parties, including pre-agreed non-refundable bookings). Both parties will in any event use reasonable endeavours to avoid or mitigate the effect of any Force Majeure Event.

8. **Indemnity**

For the purpose of this clause 8, “**Supplier Party**” shall mean each of the following: (i) the Supplier, its sub-contractors, employees, staff, guides, contractors and agents; and (ii) any other third parties involved with the delivery of the Arrangements. The indemnity contained herein shall expressly cover the actions and omissions of each Supplier Party irrespective as to whether the Supplier itself was at fault or in breach of its obligations under this Agreement or any applicable governing laws, standards or regulations. The Supplier shall fully indemnify TCL for all loss, damage, liabilities, expenses and demands of whatever nature (including without limitation professional fees, compensation payments, settlement amounts, refunds or credit given to Customer or damages awarded by a court,

regulator or arbitrator) which TCL or its Affiliates may suffer or incur as a result of: (a) a breach by any Supplier Party of its obligations expressed or implied under this Agreement and/or any act(s) and/or default(s) of a Supplier Party; (b) the death, injury or illness of any person (including any Customer) which is sustained in connection with their use of the Arrangements provided or procured by a Supplier Party; (c) any claim received by TCL which relates to the Arrangements provided or procured by a Supplier Party; (d) any claim received by TCL which relates to the Arrangements delivered by a Supplier Party or otherwise relates to the acts or omissions of a Supplier Party provided that the Supplier shall not be liable in respect of anything arising directly as a result of the sole fault of TCL or its franchisees. This indemnity shall survive and remain in full force and effect after the termination (for whatever reason) of this Agreement.

9. Confidentiality

Neither party shall disclose to any third party the terms of this Agreement and/or any confidential information concerning the business or affairs of the other party or (in the case of TCL) its Affiliates unless required to do so by law or for the purposes of meeting the requirements of any regulatory body or for the purposes of seeking legal advice.

10. General

- 10.1 This Agreement constitutes the entire agreement between the parties with respect to its subject matter and excludes all other terms and conditions (including any standard terms of the Supplier) and supersedes and extinguishes all previous agreements and understandings between them.
- 10.2 References to statutes or other statutory provisions is a reference to it as amended, re-enacted or modified from time to time.
- 10.3 No sub-contractor shall relieve the Supplier from any of its obligations and/or liabilities under this Agreement.
- 10.4 Any amendment to the Agreement must be in writing and signed by the parties, save that any amendment to the Contract Details may be agreed by the parties in writing (email permitted) and any such variation shall not affect the status or validity of these terms and conditions.
- 10.5 This Agreement shall be construed in accordance with and governed by the laws of England and Wales and the courts of England shall have exclusive jurisdiction. Notwithstanding the foregoing, where a Customer brings a claim against an Affiliate located in another jurisdiction and such claim involves, concerns or relates to, in whole or part, the Travel Arrangements, the Affiliate may join the Supplier as a party to such proceedings in that jurisdiction. The laws of such jurisdiction shall apply to the extent relevant to such proceedings.

11. Definitions:

Affiliates: Travel Counsellors Ireland Limited, Travel Counsellors Nederland BV, Travel Counsellors Belgium BV, Travel Counsellors LLC (registered in

Dubai), Travel Counsellors Proprietary Limited (registered in South Africa), Elite Retreats Limited (registered in England and Wales) and such other companies and entities as the parties may agree from time to time.

Agreement: these terms and conditions (including the documents/terms referred to herein) together with the Contract Details. To the extent of any conflict or ambiguity, unless expressly agreed otherwise in writing, these terms and conditions shall prevail.

Arrangements: accommodation to be provided or procured by the Supplier from time to time, together with services and facilities associated with such accommodation and such other services and arrangements provided or procured by the Supplier as may be agreed by the parties from time to time.

Code of Conduct: TCL's code of Conduct available at <https://www.travelcounsellors.co.uk/Supplier-code-of-conduct/> as updated from time to time.

Contract Details: the contract details setting out the party details and certain commercial and other terms relating to the Arrangements.

Customer(s): any customer(s) of TCL/TCL franchisees (and their travelling party) who have the benefit, or are intended to have the benefit, of the Arrangements.

Data Protection Laws: all applicable data protection and privacy laws, including the UK Data Protection Act 2018 ("DPA"), the UK GDPR (as defined in section 3(10) of the DPA), the Privacy and Electronic Communications Regulations 2003 (SU 2003/2426) and, where relevant, the EU General Data Protection Regulation 2016/679, the Protection of Personal Information Act and the Federal Decree Law no.45 of 2021 on the Protection of Personal Data Protection.

Data Terms: means the data sharing clauses at <https://www.travelcounsellors.co.uk/Data-sharing-terms/> . Capitalised terms used in this Agreement shall have the same meaning in the Data Terms, unless otherwise defined in the Data Terms.

Force Majeure Event: any circumstance not within a party's reasonable control including acts of God; war, armed conflict or other action of military forces, terrorism, riot, civil commotion; pandemic, epidemic or other outbreak of illness; collapse of buildings, explosion, accident or fire; flood, drought, earthquake; natural, chemical, biological or nuclear disasters and/or contamination; imposition of sanctions, any law, action or advice taken and/or provided by a government or public authority, including UK government advice advising against Customer travel, flight disruption (including where take-off is ruled out due to operational difficulties); airspace closures; strikes or work stoppages that impact flights.

Security Breach: means any incident where unauthorized individuals or entities gain access to a system, network, or data that is intended to be protected. This can occur through various means like hacking, malware, phishing, or insider threats, ultimately compromising the confidentiality, integrity, and availability of the protected information or resources.

Standard Contractual Clauses: the EU standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679, together with (in the case of transfers of personal data from the UK only) the UK International Data Transfer Addendum, in each case as set out at <https://www.travelcounsellors.co.uk/SCCs-with-addendum-controller-to-controller/>

Supplier: has the meaning given to it in the Contract Details and will include any branch, franchise, subsidiary or similar that falls within the concern of the Supplier and Supplier confirms that it has the express authority to enter into this Agreement on behalf of such parties.

TCL: has the meaning given to it in the Contract Details.

The word “**including**” shall be construed as illustrative only and not limit the generality of any preceding words.