

is correct, accurate and conveys a true and fair impression.
The Supplier will promptly notify TCL if this is no longer the case.

Terms and conditions

Background

- (A) TCL is a travel company, specialising in creating premium, tailor-made travel packages and arrangements for its customers through a network of franchisees, known as "Travel Counsellors". TCL also acts as agent, selling third party travel arrangements and packages on behalf of other operators.
- (B) The Supplier is a provider of travel Arrangements either providing such Arrangements directly or facilitating the provision of such Arrangements from third party providers.
- (C) This Agreement governs the provision and supply of all Arrangements as agreed between the Parties from time to time.

1. Term

This Agreement shall come into force on the date of signature of the Contract Details ("**Commencement Date**") 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 as otherwise terminated in accordance with clause 10.

2. Appointment

- 2.1 The Supplier may appoint TCL as its agent for the sale and promotion of the Arrangements and TCL accepts such appointment subject to the terms and conditions of this Agreement.
- 2.2 The Supplier confirms that the Arrangements shall be provided directly by the Supplier and/or a Supplier Party. The Supplier's use or appointment of a Supplier Party shall not relieve the Supplier from any of the Supplier's obligations and/or liabilities under this Agreement and the Supplier shall be responsible for the acts and omissions of any Supplier Party howsoever arising.
- 2.3 The Supplier confirms it has full and unrestricted power to enter into this Agreement.
- 2.4 The parties acknowledge and agree that TCL may combine the Arrangements and sell as a Package to its Customers. In these circumstances, the Supplier shall retain sole responsibility for the provision of the Arrangements notwithstanding that TCL may be regarded as the organiser of the Package.
- 2.5 Where TCL, in its capacity as agent, sells a Package that has been organised and facilitated by the Supplier (as opposed to TCL), the Supplier shall be responsible for ensuring compliance with the applicable requirements under Parts 4 and 5 of the PTRs, including, but not limited to any financial protection. In these circumstances, the Supplier shall notify TCL of the financial protection it holds to ensure compliance with the PTRs.
- 2.6 The Supplier's obligations under this Agreement shall remain regardless of the capacity of TCL.

3. Descriptions

- 3.1 The Supplier shall:
 - (a) provide TCL with complete, accurate and up to date descriptions of the Arrangements and when requested to do so, the Supplier shall approve any description(s) and/or other wording prepared by or on behalf of TCL;
 - (b) indicate whether the Arrangements are generally suitable for disabled persons or persons with reduced mobility and, upon request by TCL or a Travel Counsellor, provide precise information on the suitability of the Arrangements taking into account the relevant Customer's needs; and
 - (c) ensure that the descriptions provided pursuant to clause 3.1(a) and all other information provided to TCL regarding the Arrangements, whether provided in a brochure, on a booking platform, orally or in any form whatsoever, and whether relating to pricing, imagery or available facilities,

4. Rates & payments

- 4.1 The Supplier will provide TCL with pricing information for Arrangements in the frequency and via the method/system detailed in the Contract Details or as otherwise agreed by the parties in writing. Unless otherwise agreed in writing, the Rates are inclusive of all local or other taxes, duties, fees and all other sums of whatever nature relating to the Arrangements. Notwithstanding the foregoing, where any taxable supply for VAT purposes is made under the Agreement by the Supplier to TCL, TCL shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Arrangements.
- 4.2 TCL shall pay the Rates in accordance with terms detailed in the Contract Details or as otherwise agreed by the parties in writing.
- 4.3 The Supplier shall not be able to increase the Rates agreed at the time of booking without TCL's written consent.
- 4.4 Invoices raised by the Supplier shall include such supporting information as required by TCL to verify the accuracy of the invoice.
- 4.5 TCL shall be entitled to deduct from the payment, any sums claimed by TCL from the Supplier under the terms of this Agreement or any other agreement between the parties or on any other basis whatsoever.
- 4.6 In the event of any dispute in respect of any payment, TCL shall be entitled to withhold the sum in question until the dispute is settled.
- 4.7 The Supplier shall solely be responsible for any and all payments to third parties (including any Supplier Parties) used by the Supplier in the performance of the Arrangements.
- 4.8 The Supplier agrees that: (i) any monies TCL collects from the Customer in relation to Arrangements and which requires financial protection by TCL, 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.

5. The Supplier's obligations

- 5.1 The Supplier shall (and shall ensure that the Supplier Parties shall):
 - (a) provide the Arrangements in compliance with the descriptions referred to in clause 3.1 and/or as otherwise represented by the Supplier or on its behalf from time to time;
 - (b) ensure performance of the Arrangements with a high level of due skill, care and diligence and shall ensure all personnel provided by the Supplier (whether or not employed by the Supplier) in connection with the provision of the Arrangements, undergo appropriate background checks, be appropriately qualified, experienced and capable as appropriate of performing competently the work or jobs for which they are employed;
 - (c) ensure that the Arrangements are and will remain throughout the period of this Agreement at the agreed standard, and the Arrangements will be clean, in full working order and safe for occupation for use by Customers, employees, agents and representatives and all other third parties;
 - (d) inform TCL in writing immediately of any overbooking, alteration, suspension, deficiency, failure, lack of conformity or other change to the Arrangements that may adversely affect the quality, access, enjoyment or safety of

the Arrangements in question, whether temporary or otherwise (a “Deficiency”);

- (e) 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 the obligations under this Agreement but shall remain liable under the Agreement as if no 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;
- (f) follow recognised industry best practices in respect of health and safety and keep the Arrangements free of hazards that cause or are likely to cause harm;
- (g) ensure that the Arrangements are provided in compliance with clause 14;
- (h) ensure that when arranging or selling any additional arrangements for Customers, where such additional arrangements do not form part of the Customer’s booking with TCL, to inform the Customer that they are contracting directly with the operator of any such arrangements, on the operator’s terms and conditions and that any such additional arrangements shall not form part of the Customer’s contract of booking with TCL;
- (i) not act nor make any omission or otherwise do anything which in TCL’s opinion causes (or is likely to cause) damage to and/or prejudice TCL’s good name and/or reputation;
- (j) not ask a Customer to sign any form of waiver for any part of the Arrangements or otherwise to exclude liability for anything which the Supplier may otherwise be liable for;
- (k) comply with the Service Levels in Schedule 1;
- (l) 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; and
- (m) accepts that failure to comply with the above may result in the suspension or revocation of all payments under this Agreement and/or the termination of this Agreement without any liability to TCL and without prejudice to any other agreement or contract between the parties.

6. Complaints

- 6.1 The Supplier shall deal sympathetically, efficiently and politely with all requests and complaints made by Customers and the Supplier shall use its best endeavours to remedy promptly any dissatisfaction expressed by any Customer, without cost to TCL. TCL must be notified immediately of any such complaints and where requested to do so, the Supplier shall provide all assistance that TCL may require to enable it to deal with complaints or other problems encountered by any of its Customers. For avoidance of doubt this clause applies (without limitation) to all requests, complaints and problems relating to the Arrangements whether raised before, during or after use of the Arrangements.
- 6.2 In the event TCL receives any complaint from a Customer concerning the Arrangements and particularly in the event of a personal injury sustained, the Supplier will, at the request of TCL and promptly, at the Supplier’s cost, give all assistance

requested by TCL, including but not limited to, providing documents, providing detailed written statements from relevant employees, sub-contractors or agents and holding any employee, sub-contractor or agent available to give evidence.

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

7. Cancellations

- 7.1 TCL shall be entitled to release the Arrangements or any part of them by notice, in writing to the Supplier without incurring any penalty, charge or liability whatsoever, providing TCL does so on or before any release date(s) applicable to the Arrangements.
- 7.2 After the applicable release date(s), TCL shall be entitled to cancel the Arrangements or any part of them by giving the Supplier notice in writing and subject to payment of the cancellation charges specified in the Contract Details or as otherwise agreed between the parties.

8. Indemnity

- 8.1 Without prejudice to any other provisions in this Agreement, the Supplier hereby agrees to indemnify TCL and each of its Affiliates for the full amount of all damages, expenses, losses, compensation, demands, actions, liabilities, fines, costs (including legal costs) and/or any other sum of whatever nature which, for any reason whatsoever, TCL and/or any Affiliate incurs or pays to any Customers, employees, agents and/or representatives and/or any third party (including own legal costs) or authority (whether pursuant to any court order or by way of any settlement which TCL, acting reasonably in all the circumstances including the costs, risks and time involved in fighting any claim, agrees to pay or otherwise), as a result directly or indirectly in whole or part of:
 - (a) any breach of any nature whatsoever by the Supplier and/or any Supplier Party of its obligations expressed or implied under this Agreement and/or any act(s) and/or default(s) of the Supplier and/or a Supplier Party and/or any person(s) provided or used (directly or indirectly) by a Supplier Party;
 - (b) any injury, death or illness suffered by any Customer or any other person or third party whilst using the Arrangements; and
 - (c) any claim received by TCL which relates to the Arrangements or other arrangements delivered or procured by the Supplier and/or a Supplier Party or otherwise relates to the acts or omissions of the Supplier and/or a Supplier Party; and/or
 - (d) the enforcement of this indemnity, provided that the Supplier shall not be liable in respect of anything arising directly as a result of the sole fault of TCL or any Travel Counsellor.
- 8.2 This indemnity shall survive and remain in full force and effect after the termination (for whatever reason) of this Agreement.

9. Insurance

- 9.1 The Supplier shall maintain throughout the term of this Agreement and for 6 years thereafter, comprehensive insurance cover in an appropriate sum to cover all risks relating to or arising out of the performance of this Agreement and the Arrangements, normally covered by insurance, including by way of example and not by way of limitation:
 - (a) Destruction, loss or damage to third party property;
 - (b) Any vehicles used in the provisions of the Arrangements;
 - (c) All third party risks including cover for death, personal injury and illness (including legal costs) of Customers and employees, agents and representatives,In each case arising directly or indirectly from any act(s) and/or default(s) of the Supplier and/or any Supplier Party and/or any

use of the Arrangements, in a sum which would be appropriate if any and all proceedings in relation to any third party claim were brought within the United Kingdom.

- 9.2 The Supplier shall, on demand, provide a copy of all insurance policies and schedules to the same, to TCL together with a copy of the receipt for the payment of the current premium. TCL will not check the policy documentation for suitability and it remains the responsibility of the Supplier to ensure that they are adequately insured at all times.

10. Termination

- 10.1 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 of the ownership of the Supplier.
- 10.2 Any termination of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination.
- 10.3 Termination of this Agreement shall not, unless determined otherwise by TCL, affect any bookings that were made under this Agreement, prior to the date of termination and the rights and obligations of the parties under this Agreement in respect of such bookings shall survive the termination and be enforceable notwithstanding it.
- 10.4 Any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Agreement shall remain in full force and effect.

11. 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.

12. Confidentiality

- 12.1 Each party undertakes to the other that during the term of this Agreement and thereafter it shall keep secret and shall not, without the prior written consent of the other party, disclose to any third party (except to its Affiliates, legal and professional advisors) any Confidential Information learned by the recipient party or disclosed to the recipient party by such other party pursuant to or otherwise in connection with this Agreement.
- 12.2 The obligations of confidentiality in this clause 12 shall not extend to any information or matter which either party can show:
- is in, or has become part of, the public domain other than as a result of a breach of the obligations of confidentiality under this Agreement;
 - was available to it on a non-confidential basis before it was disclosed by the disclosing party;
 - was independently disclosed to it by a third party entitled to disclose the same; or

- is required to be disclosed under any applicable law or any regulatory authority, or by order of a court or governmental body or other authority of competent jurisdiction.

- 12.3 Without prejudice to any other rights or remedies of the disclosing party, the recipient party acknowledges and agrees that damages may not be an adequate remedy for any breach by it of the provisions of the Agreement and that the disclosing party may be entitled to seek the remedies of injunction, specific performance and other equitable relief from a court of competent jurisdiction for any threatened or actual breach of any such provision by the recipient party, and no proof of special damages shall be necessary for the enforcement of the rights under the Agreement.

13. Data protection

Both parties agree to comply with the Data Processing Agreement, which is hereby incorporated into this Agreement.

14. Compliance

- 14.1 The Supplier warrants, represents and undertakes that the provision and operation of the Arrangements shall comply with all Applicable Laws.
- 14.2 Each party shall:
- comply with all applicable laws, rules, regulations and codes of practice relating to: (i) anti-bribery, anti-corruption including, where applicable, the Bribery Act 2010; (ii) anti-slavery and human trafficking laws, including, where applicable, the Modern Slavery Act 2015; and (iii) economic, trade and financial restrictions and sanctions;
 - not engage in any activity, practice or conduct which would constitute an offence under any such legislation if such activity, practice or conduct has been carried out in the UK; and
 - have and shall maintain in place throughout the term of this Agreement, its own anti-bribery, anti-slavery and sanctions compliance policies and procedures;
- 14.3 The Supplier shall ensure that all Supplier Parties comply with the provisions of this clause 14.
- 14.4 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.
- 14.5 The Supplier shall use reasonable endeavours to obtain, or to work towards obtaining a suitable sustainability certification recognised by the Global Sustainable Tourism Council.
- 14.6 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.
- 14.7 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.
- 14.8 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 14

and the Supplier will comply with any request from TCL as to any health and safety audits that may be required. The Supplier shall permit TCL to inspect the Arrangements at any time on reasonable request.

- 14.9 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 shall reimburse TCL for any direct losses incurred as a result of a Security Breach.

15. Intellectual property rights

- 15.1 The Supplier confirms that it owns all intellectual property rights in or otherwise has the legal right to use all information and materials it supplies to TCL for the purposes of this Agreement (including for the avoidance of doubt and without limitation, all names, logos, text, photographs, video and images of any nature) ("**Supplier Materials**").
- 15.2 TCL and its Affiliates shall be licensed to use the Supplier Materials including, without limitation the Supplier's logos, trademarks and descriptions of the Arrangements in connection with the Arrangements and for the duration of this Agreement.
- 15.3 In any event of any claim being made, objection being raised or issue of any nature whatsoever arising in respect of any information and/or material supplied to TCL by or on behalf of the Supplier (and irrespective of the merits of any such claim, objection or issue or whether or not the Supplier is at fault in any respect), the Supplier agrees to indemnify and keep TCL indemnified for and in respect of all liabilities, claims, expenses, costs (including TCL's legal costs on a full indemnity basis), damages, losses and all other sums of whatever nature which TCL incurs or suffers as a result.
- 15.4 The Supplier shall not be entitled to use TCL's logos, trademarks, brand name or any other intellectual property belonging to TCL, without the prior written consent of TCL.

16. General

- 16.1 **Assignment:** Neither party may assign any of its rights or obligations in relation to this Agreement without the prior written consent of the other, save that TCL may, at any time, assign its rights and obligations hereunder to any Affiliate or franchisee.
- 16.2 **Affiliates:** Each of TCL's Affiliates shall have the benefit of (and the right to enforce) all the provisions of this Agreement (without having any obligation to perform any of the obligations in the Agreement).
- 16.3 **No partnership/joint venture:** This Agreement shall not operate so as to create a partnership or joint venture of any kind between the parties. Neither party shall have any authority to make commitments on the other party's behalf.
- 16.4 **Entire agreement:** This Agreement shall constitute the entire agreement between TCL and the Supplier and any other terms, conditions, performance criteria, guarantees or prior representations whatsoever (whether written or oral) shall be of no effect unless expressly incorporated herein. Notwithstanding the foregoing, where the parties have signed each other's contracts in relation to the same Arrangements, in the event of any conflict or ambiguity, the terms of this Agreement shall always take precedence. Furthermore, this Agreement shall always supersede and take precedence over any other agreement, terms and conditions or other such document provided by the Supplier and/or a Supplier Party to TCL and relating to the same Arrangements/subject matter.

- 16.5 **Reliance:** Each party acknowledges that it has not entered into this Agreement in reliance on any statement or representation of the other party except to the extent that such statement or representation has been incorporated in this Agreement. Nothing in this Agreement shall limit or exclude either party's liability for fraud or fraudulent misrepresentation.
- 16.6 **Variation:** No variation of this Agreement shall be effective unless it is 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. This clause shall 16.6 not apply to any terms of the Supplier Code of Conduct (as referred to in clause 14.6), which shall be updated by TCL from time to time.
- 16.7 **Interpretation:** References to statutes or other statutory provision is a reference to it as amended, re-enacted or modified from time to time.
- 16.8 **Rights and remedies:** Save as expressly provided herein, the rights and remedies provided by these terms are cumulative and (subject as otherwise provided in these terms) are not exclusive of any right or remedy provided by law. No exercise by a party of any one right or remedy shall (save unless expressly provided otherwise) operate so as to hinder or prevent the exercise by it of any other right or remedy.
- 16.9 **Waiver:** A waiver of any right or remedy under the Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

17. Jurisdiction

- 17.1 This Agreement shall be construed and any dispute between the parties determined, under the laws of England and Wales. Disputes shall be subject to the exclusive jurisdiction of the Courts of England and Wales.
- 17.2 If any provision in this Agreement should be held illegal or unenforceable by a Court having jurisdiction, such provision shall be modified to the extent necessary to render it enforceable without losing its intent, or severed from this Agreement if no such modification is possible and other provisions of this Agreement shall remain in full force and effect.
- 17.3 Notwithstanding clause 17.1, 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 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.

18. Definitions

"Affiliate" means 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 and such other companies and entities as the parties may agree from time to time.

"Agreement" means these terms and conditions (including all schedules and documents 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;

“Applicable Laws” means all applicable national, local trade and other laws, statutes, regulations and codes of practice from time to time in force in any jurisdiction that apply to a party and/or in the country which the Arrangements are provided and/or sold, including (without limitation) those relating to planning, licensing, hygiene, food and water safety, general health and safety, fire and security, employee welfare and labour laws, the Civil Aviation (Air Travel Organisers’ Licensing) Regulations 2012, the PTRs and Data Protection Legislation).

“Arrangements” means those travel arrangements, services and products to be provided or procured by the Supplier pursuant to this Agreement, together with the facilities associated with such arrangements, services and/or products.

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

“Commencement Date” means the date as detailed in clause 1;

“Confidential Information” means all and any commercial, financial, marketing, technical or other information, know-how or trade secrets in any form or medium belonging to or disclosed by one of the parties to this Agreement (or an Affiliate) or obtained under or in connection with this Agreement (whether disclosed or obtained before or after the date of this Agreement), together with any copies, summaries of, or extracts from, such information in any form or medium or any part(s) of this information and which is designated as confidential or which is manifestly confidential;

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

“Customer” means any customer(s) (and their travelling party) who have the benefit or are intended to have the benefit of the Arrangements;

“Data Protection Legislation” means 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;

“Data Processing Agreement” means the applicable data processing terms found at: www.travelcounsellors.co.uk/DPA ;

“Force Majeure Event” means 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.

“Package” has the meaning given to it in the PTRs;

“PTRs” means the Package Travel and Linked Travel Arrangements Regulations 2018 and all other applicable legislation implementing the Directive (EU) 2015/2302 on package travel and linked travel arrangements;

“Rates” means the charges payable to the Supplier for the Arrangements as out in the Commercial Terms or as otherwise agreed by the parties in writing.

“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.

“Supplier Party” means any agent, sub-contractor, employees, staff, guides, contractors (and their employees and subcontractors) or any other third parties involved with the delivery of the Arrangements.

“Travel Counsellor” means a franchisee of TCL.

Schedule 1**Service levels**

TCL and its Travel Counsellors offer the highest level of personalised service to each of their customers ensuring that all customer requirements are met, and expectations are exceeded on every booking. This service relies on exceptional service from our chosen partners. As a preferred supplier of TCL, we rely on you to provide the same level of exceptional service to us, to our Travel Counsellors and of course to our customers. The Services Levels set out in this schedule will apply to this Agreement and all Arrangements supplied and shall persist until amended, replaced or updated.

1. General service levels applicable to all Arrangements**1.1 Emergency situations & disruption**

- (a) The Supplier will provide TCL with a 24/7 manned emergency contact number.
- (b) The Supplier will ensure that all queries from the emergency Duty Office will be resolved in the first point of contact over the phone.
- (c) In rare circumstances, where first time resolution is unachievable the Supplier will attempt to resolve the query within 12 hours.
- (d) Travel Counsellors Duty Office to be kept informed of any problems after commencement of the Arrangements.
- (e) The Supplier shall monitor the Arrangements both prior to and during the delivery to establish any actual or possible disruption that may affect performance of the Arrangements. Any identified disruption should be notified to the Travel Counsellors Duty Office.
- (f) Contact to the Duty Office available 24/7: dutyoffice@travelcounsellors.com

1.2 Assistance to customers in difficulty

- (a) Where the Supplier becomes aware that a customer is in difficulty it shall provide the customer with prompt assistance and shall make every effort to notify TCL and the relevant Travel Counsellor.
- (b) For this purpose, a "difficulty" includes (but is not limited to) sickness, personal injury or death of a customer or member of their travelling party.

1.3 Overbookings or Unavailability

- (a) The Supplier will not overbook any TCL customer unless as an absolute last resort.
- (b) The Supplier will ensure a full reason as to why the overbooking has happened or why the Arrangements are not available for use and communicate promptly to TCL so that the affected customer can be notified prior to travel.

2. DMC specific service levels**2.1 Quote & book process**

- (a) The DMC partner must provide a dedicated email address and named reservations staff to service the Travel Counsellors account.
- (b) Once a quote request has been received an acknowledgement email must be sent back on the same working day to the Travel Counsellor in question to advise that the request has been received and is being worked on;
- (c) Once all quote details have been provided the full quote must be sent back within 24 hours of receipt;
- (d) If the above turnaround cannot be met, an email must be sent to the requesting Travel Counsellor to advise by when the full quote will be provided. This must not exceed 48 hours from the date and time of the original quote request was sent;
- (e) Once a quote has been sent out and is being worked on any subsequent amendments and changes must be responded to and resolved within 24 hours;
- (f) All quotes to include head office 5% source mark up;
- (g) Once all the details are confirmed with the Travel Counsellor a full co-branded itinerary is to be sent to the Travel Counsellor, which will in turn be shared with the Customer;
- (h) Once the booking is confirmed all confirmations must be sent to the Travel Counsellor and the final document produced.
- (i) Amendments – All booking amendments post booking and pre-travel must be responded to and resolved within 24 hours wherever possible. TCL should not be charged amendments fees for making changes to existing reservations.
- (j) Copies of invoices must be sent as follows:
 - to the Travel Counsellor making the booking. This version of the invoice must include the itinerary and the gross cost agreed only
 - two invoices to be sent to dmccconfirmations@travelcounsellors.com: (i) a copy of the invoice including itinerary and cost agreed with the Travel Counsellors (as above); and (ii) a copy of the invoice with the net cost and the amount due.

2.2 Documentation

- (a) All customer documentation must be co-branded including but not limited to; customer and TC quotes, itineraries, welcome packs and all documentation in resort.
- (b) Examples must be seen, agreed and approved in advance by TCL.

3. Representation service levels (whether forming part of DMC services or not)**3.1 The Supplier shall**

- (a) Provide local assistance 24/7 until the departure of the Customer
- (b) Provide a follow up call/visit within 3 days after the Customer's arrival
- (c) Wherever possible, accompany guests to police stations and clinics
- (d) Ensure that all representatives can converse fluently in English and are appropriately dressed

4. Tours and excursions (whether forming part of DMC services or not)

4.1 The Supplier shall produce tour/excursion documentation and outline to the Customer any additional information

4.2 Tours and excursions sold by the Supplier must be covered by the Supplier's insurance as per clause 9.

4.3 All tours and excursions including animal interactions must only be offered and sold in accordance with Travel Counsellors Animal Policy (the

link to which is included in Travel Counsellors Supplier Code of Conduct).

5. Transportation and transfers (whether forming part of DMC services or not)

- 5.1 The Supplier's prices for transfers and any other transportation Arrangements include fuel and waiting time for any delayed Arrangements.
- 5.2 **Airport Arrival-Departure/Transfers (to and from airports/ports or inter hotels):**
- (a) All Customers should be met on arrival, welcomed on behalf of TCL by an English speaking representative
 - (b) The representative must be clearly visible to arriving Customers,
 - (c) The Supplier shall monitor inbound and outbound flights on which Customers are travelling and shall ensure that any transportation for such Customers is rescheduled accordingly. No duplicate invoices for delayed flights arrivals will be paid.
 - (d) Customers must be informed of any return transfer details no later than 24 hours prior to departure either in person, in writing or over the phone.
- 5.3 **Supplier warrants and undertakes that all vehicles used in the provision of the Arrangements:**
- (a) Are in perfect running order with a current MOT certificate or equivalent certificate in the applicable territory;
 - (b) Are kept at a high level of cleanliness at all times;
 - (c) Are comprehensively insured with an adequate level of public liability insurance;
 - (d) Have air conditioning in full working order;
 - (e) Have infant/child vehicle restraints which comply with local and international regulations and must be guaranteed upon request;
 - (f) Have seatbelts fitted;
 - (g) Are non-smoking at all times.
- 5.4 **The Supplier warrants and undertakes that all drivers of vehicles used in the provision of the Arrangements shall:**
- (a) Be licensed professionals
 - (b) Comply with all applicable laws;
 - (c) Be welcoming to Customers and assist them with their luggage if necessary;
 - (d) Have a high level of English
 - (e) Drive within the speed limit at all times and check that the speed is acceptable to the Customer;
 - (f) Not exceed the legal working hours;
 - (g) Not at any time during their working hours consume alcohol or any other substance which may affect their ability to drive with care
 - (h) Have 24 hour mobile contact with their base; and
 - (i) Receive regular emergency procedures, health and safety and first aid training.

6. Flights (whether forming part of DMC services or not)

- 6.1 The Supplier shall arrange domestic flights as agreed by the parties from time to time ("**Flights**").
- 6.2 The Supplier shall not arrange Flights with any airlines that are subject to an operating ban on safety grounds <https://www.gov.uk/guidance/uk-air-safety-list> and as such list is updated from time to time.
- 6.3 The Supplier is responsible for tracking the arrival and departure time of Flights and will contact TCL if any Flights have a schedule change and if the international flight or onward journey is impacted.

7. Car hire (whether forming part of DMC services or not)

- 7.1 Where Supplier provides car hire Arrangements:
- (a) The Supplier shall adhere to the terms of any car hire agreement entered into with the Customer
 - (b) The Supplier warrants and undertakes that all vehicles for hire (including campervans);
 - (i) are in perfect running order and with a current MOT certificate or equivalent certificate for the applicable territory;
 - (ii) are kept at a high level of cleanliness at all times;
 - (iii) are adequately insured;
 - (iv) have air conditioning in full working order;
 - (v) have infant/child vehicle restraints which comply with local and international regulations and must be guaranteed upon request;
 - (vi) have seatbelts fitted; and
 - (vii) are non-smoking at all times.
 - (c) The Supplier warrants and undertakes that it:
 - (i) has adequate insurance which is more particularly set out in clause 9 ;
 - (ii) is responsible for all costs of running the vehicle except those costs payable by the hirer of the vehicle pursuant to the car hire agreement; and
 - (iii) shall ensure that the Customer who hires the vehicle has a full, valid driving licence.

8. Connectivity Services

- 8.1 The Supplier shall perform all connectivity services with all due skill and care and in accordance with best industry practices.
- 8.2 The Supplier warrants that it has in place appropriate security measures to ensure that no virus, malware, trojan horses or any software, code, file or programme which may prevent, compromise, impair or otherwise adversely affect, in any manner the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device are introduced into TCL's network and/or information systems in connection with the provision of the As or otherwise in connection with the Agreement.

- 8.3 The Supplier shall include appropriate safeguards to ensure the security, accuracy and integrity of any personal data transferred through the connectivity services, in accordance with applicable Data Protection Legislation.
- 8.4 The Supplier warrants that the average time for provision of search results shall be within 5 seconds of call.
- 8.5 The Supplier shall use all reasonable endeavours to improve performance following a failure in respect of the connectivity services.