



November 2007

**Airborne Representation Limited also trading as Teleticket
Agency Agreement**

This Agreement is dated _____ and deemed to have been accepted by the Agent upon their making a submission to register as an agent with Teleticket using the Registration Form.

BETWEEN:

- 1) Airborne Representation Limited t/a Teleticket (a company registered in England and Wales under number 05991705) whose registered office is: International House, Queen Road, Brighton, East Sussex BN1 3YR ("Teleticket").
- 2) [Agency Name] of [address] ("the Agent").

DEFINITIONS AND INTERPRETATION

In this Agreement the following words shall have the following meanings:-

- (i) "Agent" means the RETAIL TRAVEL AGENT specified above and in the letter of appointment, or any assignee permitted by Teleticket in accordance with this Agreement.
- (ii) "ABTA" means Association of British Travel Agents.
- (iii) "ATOL" means Air Travel Organiser's Licence.
- (iv) "Letter of Appointment" means the letter of appointment signed by Teleticket appointing the Agent as an agent of Teleticket on the terms of this Agreement.
- (v) "Service" means flights/aircraft seats sales or other products and/or services of Teleticket offered for sale by Teleticket from time to time.
- (vi) "Customers" are persons who wish to book a Service.
- (vii) "Lead Customer" means the customer who is listed first on the booking details submitted to Teleticket for provision of the Service.
- (viii) "Commencement Date" means the date shown above.
- (ix) "Due Date" is the day on which any Customer is liable to make full payment of the agreed price and shall be no later than 8 weeks before departure unless the booking is made within 8 weeks of departure when the Due Date shall be the day on which that booking is confirmed.
- (x) 'Booking Terms and Conditions' means Teleticket's standard booking terms and conditions for the sale of the Services, from time to time in force and as notified to the Agent in writing from time to time.
- (xi) 'Registration Form' means the registration form on the Teleticket website, to be completed and submitted by the Agent to Teleticket to become an appointed agent of Teleticket in accordance with the terms of this Agreement.

GENERAL CONDITIONS

1) APPOINTMENT OF THE AGENT

- (i) The Agent warrants that all information provided in the Registration Form is accurate and not misleading.
- (ii) Once the Agent has completed and submitted its Registration Form to Teleticket on the Teleticket website, Teleticket shall review the contents of the submitted Registration Form in order to assess whether to appoint the Agent as an approved agent under the terms of the Agreement. If Teleticket decides, in its absolute discretion, to appoint the Agent, then the terms of the Agreement shall apply to all dealings between the Agent and Teleticket for the Term of this Agreement.
- (iii) Subject to Teleticket approving the submission of the Agent's Registration Form at Clause 1)ii) above, Teleticket appoints the Agent to be its non-exclusive agent within the United Kingdom to sell the Services to Customers on Teleticket's standard Booking Terms and Conditions and to advise each Customer/Lead Customer regarding the suitability of the Services as necessary in accordance with the terms of this Agreement.
- (iv) This Agreement constitutes the entire agreement between the parties and supersedes and replaces any existing agreement or arrangements between Teleticket and the Agent with effect from the Commencement Date, except in respect of bookings for the Services already confirmed by Teleticket prior to the Commencement Date, in which case any prior arrangement or agreement should apply to the booking.

2) PAYMENT



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- (i) Until confirmation of a booking from Teleticket is sent to the Customer by issue of the Confirmation/Final Invoice, all moneys paid by a Customer to the Agent are held by the Agent on trust for the Customer.
- (ii) Moneys paid by a Customer to the Agent for the Services upon the issue of the Confirmation/Final Invoice shall belong absolutely and beneficially to Teleticket and shall not be applied for any purpose by the Agent except in payment to Teleticket for the Services as per the Confirmation/Final Invoice.

3) **COLLECTIONS**

- (i) The Agent shall be responsible for collections of monies from Customers due to Teleticket under the Booking Terms and Conditions, including any relevant deposits for the Services and balances due, or full payments for the Services depending on the type of flights being sold to Customers by the Agent's on Teleticket's behalf, in accordance with Clause 8(vii) and the terms of this Agreement. The monies to be collected by the Agent shall be detailed on all invoices raised by Teleticket for the Services. All and any amendment and cancellation charges or other moneys accruing in accordance with Teleticket's Booking Terms and Conditions shall be detailed in invoices raised by Teleticket to be passed to the Customer by the Agent. The Agent acknowledges, and shall inform the Customer that, no vouchers, coupons or tickets shall be released by Teleticket until all moneys outstanding to Teleticket in accordance with the Booking Terms and Conditions have been received by Teleticket in cleared funds.
- (ii) Where any balance due to Teleticket is collected by the Agent in respect of value fares sold under the Booking Terms and Conditions within 8 weeks of the proposed departure date of the Customer, the Agent must ensure the Customer's payment is in cash or by valid credit card or other cleared funds and not by cheque. If the payment is to be made by the Customer by credit card, the Agent must pass the credit card details directly to Teleticket for Teleticket to process and not clear them via their own merchant facilities.
- (iii) If the Agent has been unable to collect any monies due to Teleticket by the Due Date, the Agent must at that time send the Lead Customer a first class recorded delivery letter demanding settlement of the balance within 7 days of the date of the letter. In the event that payment is not received within that time, the Agent shall notify Teleticket of the fact before the 42nd day before departure, first by telephone and secondly in writing to Teleticket's Credit Control Department and provide evidence that the appropriate letter was sent. Teleticket shall then decide whether or not to exercise its own right to cancel the booking with the Customer in accordance with the Booking Terms and Conditions.
- (iv) Once a Confirmation/Final Invoice has been issued by Teleticket in respect of any booking, the Agent shall immediately pay to Teleticket any moneys then held or subsequently received by the Agent from Customers in respect of such booking and forward such sums to Teleticket. Such payments shall be sent to Teleticket by the Agent by telegraphic transfer of the bank account nominated by Teleticket and notified to the Agent by Teleticket in writing from time to time during the Term.

4) **LIABILITY**

- (i) If the Agent shall fail to collect from Customers and pay to Teleticket moneys due to Teleticket under the Booking Terms and Conditions, it shall be personally liable to compensate Teleticket for:-
 - (a) deposits, balances and monies due to Teleticket where Teleticket have issued Confirmation/Final Invoice for a confirmed booking;
 - (b) administration charges made in accordance with the Booking Terms and Conditions;
 - (c) the appropriate cancellation charge (as detailed in the Booking Terms and Conditions) where Teleticket exercises its right to cancel for non payment of the price for the Services by the Due Date, or the Agent is unable to provide evidence that it dispatched a first class recorded delivery letter to the Lead Customer in accordance with Clause 3 (iii) and that Teleticket were informed that such letter had failed to produce payment in full.
- (ii) The Agent shall be liable for damages it may cause in respect of the non-performance of its duties and failure to comply with the terms of this Agreement and shall fully and effectively indemnify Teleticket and/or its respective officers, employees and/or representatives in respect of any and all losses, damages, claims, liabilities and costs (including legal costs) attributable to acts or omissions committed by the Agent in breach of any warranty given by the Agent under this Agreement or arising from or in connection with this Agreement.



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- (iii) Neither the Agent or Teleticket excludes or limits any liability for personal injury (including sickness and death), to the extent that such injury results from the negligence or wilful default of itself, its servants, agents or subcontractors, or for fraud or fraudulent misrepresentation.

5) **COMMISSION**

- (i) The Agent shall become entitled to commission on each value fares booking made and completed by it, and calculated in accordance with the rates set out in the Letter of Appointment, but shall not be entitled to commission on levies or taxes raised by any government or public authority, or on any bookings made for super value fares (as described on Teleticket's website and in the Booking Terms and Conditions). Any commission payments due to the Agent under this Agreement shall become valid immediately upon payment by the Agent to Teleticket of the Confirmation/Final Invoice of the cost of the Services.
- (ii) If a Customer cancels his booking, the Agent will be entitled to commission on forfeited deposits or cancellation charges payable by a Customer provided the Agent has collected them, but shall not be entitled to commission on any payments refunded to a Customer in connection with Services cancelled by the Customer with Teleticket in accordance with Clause 5 (iv).
- (iii) The Agent is also entitled to commission on amendment charges where such charges are collected by it from the Customer for approved amendments made at least 42 days before the relevant departure date.
- (iv) If a booking is cancelled by the Customer or by Teleticket in circumstances where a full refund is payable to the Customer, the Agent shall not be entitled to any commission and shall refund all moneys collected from the Customer to the Customer.
- (v) The Agent will not be entitled to commission on bookings made through the affiliate links on the Teleticket website, as Teleticket do not act as the principal.
- (vi) Valid commission payments shall be made to the Agent by Teleticket by deducting the agreed commission sum from the amount payable to Teleticket that has been collected by the Agent on behalf of Teleticket in respect of payment for the Services and forwarding the remaining balance to Teleticket in accordance with this Agreement.

6) **VAT**

- (i) The Agent shall inform Teleticket immediately of any changes that occurs in the Agent's Value Added Tax registration number or liability to register or de-register for Value Added Tax. Failure to notify any such changes could result in fines or penalties being levied by Her Majesty's Customs and Excise for which the Agent accepts sole responsibility and for which the Agent will indemnify Teleticket. Teleticket will provide the Agent with a VAT invoice for all commission paid to the Agent by Teleticket.

7) **INFORMATION TECHNOLOGY AND INTELLECTUAL PROPERTY RIGHTS**

- (i) Once an Agent becomes an approved agent under the terms of this Agreement and Teleticket issues its Letter of Appointment to the Agent, the Agent shall be authorised to have access to Teleticket's computerised reservation service or any other Teleticket approved system in order to enable the Agent to offer its Customers an instant enquiry and booking service in order to make bookings for the Services.
- (ii) Teleticket shall issue to the Agent a password in order for the Agent to log in to Teleticket's computerised reservation service or other Teleticket approved system so that the Agent can make bookings for the Services in accordance with Clause 7 (i). The Agent hereby agrees to keep the password and log in details provided to the Agent by Teleticket secure and not to disclose the password and log in details to any other third party. The Agent shall ensure that only those personnel authorised to make bookings on behalf of Teleticket shall have access to the password and log in details and that those authorised personnel are under obligations to keep the password and log in details secure and confidential. The Agent hereby agrees to indemnify Teleticket in respect of any losses, claims or damages Teleticket may suffer in respect of a breach of this obligation by the Agent.
- (iii) The Agent will:-
 - (a) at its own expense install a suitable computer terminal incorporating a visual display unit and alpha Numeric keyboard and the facility to print on paper (but for the Agent's exclusive use only) a copy of any information displayed on the screen and connect the same to the Teleticket automated electronic booking system via a dial up telephone line or a Teleticket approved network connection;



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- (b) supply sufficiently trained and authorised employees to operate the Teleticket automated electronic booking system in proper consultation with Teleticket;
- (c) treat all information obtained concerning the future plans of Teleticket consequent upon the use of or training in the use of the Teleticket automated electronic booking system as strictly confidential and subject to copyright and any other intellectual property rights contained therein;
- (d) ensure the confidentiality of passwords in accordance with Clause 7 (ii) and notify Teleticket when the Agent may require a change of the same, for example, upon any individuals authorised to access the Teleticket system who were employed with the Agent who leave the Agent's employment;
- (e) ensure that only confirmed bookings of genuine Customers are processed on the Teleticket automated electronic booking system and prospective Customers are given a complete and accurate interpretation of the information available on the automated electronic booking system;
- (f) inform Teleticket immediately by telephone and confirm in writing any matters coming to the Agent's attention which indicate a suspected problem (including incorrect pricing) with or misuse of the Teleticket automated electronic booking system by any person;
- (g) indemnify and hold Teleticket harmless against any claims, costs, liability and expenses arising from any misuse by the Agent, its employees or persons under its control of the Teleticket automated electronic booking system or any misuse of Teleticket's name, trade marks or ATOL number in accordance with the terms of this Agreement.

8) **DUTIES OF AGENT**

The Agent shall:-

- (i) Promote and use reasonable endeavours to increase sales of the Services and to sell the Services at the prices advertised in Teleticket's brochures and/or website, promotional material or as advertised or advised in writing or via any electronic automated booking system (the latest price advised being applicable).
- (ii) Display prominently the brochures and/or advertising material supplied to it by Teleticket and recommend the products at least as actively as the products of other tour operators. The Agent shall not alter, deface or change any details displayed in the brochures and/or advertising material supplied by Teleticket.
- (iii) Inform Customers immediately of any corrections or alterations advised by Teleticket in any manner to the Agent relating to any proposed booking or to any confirmed booking.
- (iv) Ensure that bookings are only taken using appropriate systems as advised by Teleticket and in accordance with current booking procedures (including the separate and distinct procedures relating to group or "special" bookings) notified by Teleticket to the Agent from time to time during the Term of this Agreement and prior to taking any booking that the Booking Terms and Conditions specified in the relevant Teleticket brochure are drawn to each Customer's attention and that each Customer is supplied with a copy prior to making a booking with the Agent.
- (v) Obtain a signature from a Lead Customer on any appropriate booking materials notified to the Agent by Teleticket from time to time during the Term of this Agreement, who must be at least 18 years of age and check that he or she is aware of the legal effect of signing on behalf of himself and all others named in their group or party.
- (vi) Verify that any infant included in a booking will be under 2 years of age on the date of return travel.
- (vii) Collect from the Lead Customer any appropriate minimum deposit, balances, cancellation or amendment charges, or payment in full of the booking (depending on the type of booking made and the time of booking compared to the proposed departure date) and all other moneys payable in respect of all individuals named in a booking in accordance with the Booking Terms and Conditions and to forward those monies as shown on Teleticket's Confirmation/Final Invoice to Teleticket by their Due Date.
- (viii) Notify all bookings whether provisional or confirmed for the Services of Teleticket by telephone, Teleticket's website, or another electronic reservations system linked to Teleticket, to the relevant reservations department of Teleticket or by using the Teleticket electronic booking system. When the Agent notifies Teleticket that a booking is ready to be



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confirmed, it warrants to Teleticket that it has properly completed the booking process and has collected either the minimum deposit or full payment in either case.

- (ix) Inform Teleticket immediately if any Customer cheque payable to the Agent is not met on presentation.
- (x) Forward all details taken about a booking by a Customer to Teleticket to give Teleticket sufficient information to enable it to issue an ATOL receipt upon a booking being made by a Customer and travel documents and other papers concerning the relevant Services to the appropriate Lead Customer. The Agent must forward payments taken from a Customer in respect of bookings made immediately to Teleticket on receipt of payment from a Customer for the Services, or in any event no later than 24 hours of receiving payment from a Customer for the Services. The Agent shall check all details on the confirmation and advise Teleticket of any discrepancy with the booking details taken by the Agent within 24 hours of receipt of the confirmation by Teleticket. The Agent shall also ensure that the receipt forwarded to the Customer contains the following information:-
 1. Teleticket's correct name and ATOL number, together with a statement that the Agent acts as an agent for Teleticket;
 2. Teleticket's booking reference;
 3. a statement that any monies paid to the Agent are held at all times by the Agent on behalf of Teleticket;
 4. the name of each person travelling, the date, the origin and destination or each flight booked; and
 5. an amount of payment accepted by the Agent from the Customer and the total amount payable under the booking.
- (xi) Comply with all ABTA rules concerning the conduct of the Agent's business and with the terms of this Agreement and Teleticket policy as notified to the Agent from time to time.
- (xii) Retain all signed booking details for a period of not less than 7 (seven) years after the return date of travel unless otherwise instructed to do so by Teleticket. Provide Teleticket with signed booking details at any time on demand. In the event of the Agent not being able to provide a signed copy of the booking details, the Agent shall indemnify Teleticket against any charges/costs that may result from a Customer complaint arising in respect of this.
- (xiii) The Agent must at all times act in accordance with the ABTA Code of Conduct.

9) **COMPLAINTS**

The Agent shall advise Teleticket immediately of any complaint made in writing (email or post) by any Customer relating to Teleticket which it cannot resolve and Teleticket will deal with all complaints fairly and efficiently and in accordance with its complaints handling policy.

10) **LATE BOOKINGS AND LATE AVAILABILITY BOOKINGS**

- (i) Late bookings are those made by a Customer within 8 weeks of the proposed departure date. The Agent must in the case of late bookings collect payment for the total cost of the booking on accepting the completed booking details and must also comply any additional terms and conditions (if any) notified by Teleticket applicable to late bookings. In confirming a late booking to Teleticket, the Agent warrants to Teleticket that it has received payment in full for the total cost of the relevant booking.
- (ii) The Agent must draw the Customer's attention to any special terms and conditions prior to confirming a late availability holiday booking.

11) **AMENDMENTS AND CANCELLATIONS**

- (i) Before accepting any request made by a Customer to book for Services with Teleticket 42 days or less before the departure date by a Customer to amend the travel arrangements of a confirmed booking, the Agent must collect the appropriate amendment fee as set out in the Booking Terms and Conditions and applicable in the circumstances. No administration charge is made for name changes to existing bookings outside 14 days prior to departure – except on select airlines – and no administration charge is made for bookings amending durations, dates or destinations outside 8 weeks prior. Please note, that if a new fare is required to be paid, then the Customer must pay the increased amount if this is higher than the original price of the travel arrangements (for which the Agent shall be responsible for collecting), or the Customer shall be reimbursed for any price paid over and above that required for a booking price which is lower than the original price of the travel arrangements (which the Agent is responsible for forwarding to the Customer). No reduction of existing fares booked shall be given by the Agent and if the Agent wishes to offer any discounted prices for the Services or amendment to a confirmed booking to a Customer, it shall first enquire by



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telephone and confirm in writing to Teleticket to establish whether the amendment can be accepted and, if so, obtain a signed agreement to the amendment from Teleticket before offering this to the Customer. If Teleticket agrees to a discounted price and/or an amendment to a confirmed booking, it will then issue a revised Confirmation/Final Invoice, which shall constitute acceptance of the amendment(s) embodied in it. If the amendment is not accepted by Teleticket, the Agent shall notify the Customer that the amendment is not accepted by Teleticket and refund any amendment fee paid by the Customer in anticipation of the request amendment.

- (ii) Any amendment agreed to by Teleticket within 42 days of the departure date is treated as a cancellation and re-booking (subject to Clause 11 (iv) below). Before accepting any such amendment, the Agent shall have advised the Customer of the consequences of a cancellation as stated in the Booking Terms and Conditions. The Agent may telephone Teleticket to enquire whether in any particular circumstances it will waive its entitlement to treat the amendment as a cancellation, however it is in Teleticket's entire discretion as to whether it shall agree to any such waiver.
- (iii) If the requested amendment to be made in accordance with this Clause 11 is in respect of a substitution of a Customer's name in a confirmed booking due to that Customer being prevented from proceeding with the travel arrangements, then as long as Teleticket is notified more than 14 days prior to the departure date, this will not be treated as a cancellation and re-booking. The Customer transferring the holiday arrangements and the new Customer to whom the travel arrangements are being transferred will be jointly and severally liable to pay any balance due and for the additional costs arising from such transfer.
- (iv) On receipt by Teleticket from the Agent of notification of cancellations, Teleticket shall issue and the Agent shall immediately forward to the Customer the cancellation invoice.

12) **AUTHORITY**

- (i) The Agent shall not purport to enter into any agreement with a Customer as Agent for Teleticket unless it is in accordance with the terms of this Agreement or confirmed in writing by Teleticket. The Agent must only arrange for bookings to be made by Customers in accordance with the Booking Terms and Conditions set out in the relevant brochure and/or other supplemental material and/or displayed by Teleticket on its website or by any other electronic automated booking system.
- (ii) Teleticket shall ensure that it provides sufficient information and advertising and promotional materials in relation to the Services being sold to the Agent in order for the Agent to offer the Services on behalf of Teleticket in accordance with this Agreement.
- (iii) The Agent shall not make oral or written representations to any Customer which are additional to or different from those contained in the Booking Terms and Conditions or which are contrary to amendments advertised by Teleticket.

13) **INSURANCE**

It is entirely the responsibility of the Customer to ensure that it has adequate insurance in place for their travel arrangements. This is confirmed in Teleticket's Booking Terms and Conditions. The Agent shall ensure that it draws the Customer's attention to this provision prior to arranging any booking of the Services with the Customer.

14) **TERMINATION**

This Agreement shall commence on the Commencement Date and shall continue in full force and effect unless or until this Agreement is terminated in accordance with this Clause 14 ("the Term"):-

- (i) Forthwith in the event of either party materially failing to perform any of its obligations in this Agreement within 7 days after the other party has written to it complaining of the particular breach and requiring its rectification within that 7 day period.
- (ii) By either party giving at least 28 days written notice of termination to the other party.
- (iii) Immediately by either party giving written notice to the other on the happening of any of the following:-
 - (a) If an order is made or an effective resolution is passed for winding up of the other party except for the purposes of re-organisation, reconstruction or amalgamation or any administration order is made.



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- (b) If the other party ceases to carry on its business or substantially the whole of its business other than for the purposes of re-organisation, reconstruction or amalgamation.
- (c) If any encumbrance takes possession or a receiver or administrator is appointed of any substantial part of the assets of the other party.
- (d) If the other party is unable to pay its debts within the meaning of Section 518 of the Companies Act 1985 or any statutory modification or re-enactment thereof.
- (e) If the other party fails to comply with their respective obligations under the ABTA Code of Conduct (if applicable), or ceases to hold an ATOL licence.

15) **CONSEQUENCES OF TERMINATION**

- (i) In the event of termination by Teleticket, the Agent shall on receipt of written request from Teleticket hand over the conduct of existing bookings taken by it on behalf of Teleticket to Teleticket together with all relevant booking and other forms, correspondence files, memoranda, brochures and other publicity material and the Agent shall forthwith give written notice to its Customers and shall transfer any moneys received by Customers on behalf of Teleticket in accordance with this Agreement to Teleticket. Where termination is effected by either party under Clause 14(iii) and the Agent continues in business as an ABTA travel agent, the Agent may continue to remain the Agent of Teleticket in relation to the conduct of bookings taken by it on behalf of Teleticket prior to the effective date of termination until the conclusion of the holidays booked.
- (ii) Upon termination of this Agreement for whatever reason, the Agent shall immediately return details of all passwords and login details originally provided to the Agent by Teleticket for access to Teleticket's booking system, as detailed in this Agreement. Teleticket shall be entitled to cease access to its booking systems by the Agent upon termination of this Agreement for whatever reason.
- (iii) Upon termination of this Agreement for whatever reason, the Agent shall cease to sell, market or advertise for sale any of the Services and shall immediately cease using, reproducing or exploiting in its trading activities under the trade marks of Teleticket and/or use of Teleticket's ATOL number either directly or indirectly.
- (iv) Termination of this Agreement shall not affect the accrued rights of either party prior to the termination date.
- (v) Any notice of termination must be given in writing and sent by telex, fax or first class recorded delivery post of the address given above or delivered by hand. If sent by fax, telex or hand delivered, it shall be considered served at the moment of delivery. If sent by post it shall be considered served within 48 hours of posting.

16) **WAIVER**

No neglect, delay or indulgence on the part of Teleticket in enforcing the terms and conditions of this Agreement shall prejudice Teleticket's rights and the Agent's obligations under it or be construed as any waiver by Teleticket of such rights and obligations.

17) **ASSIGNMENT**

The Agent may not assign this Agreement without the prior written consent of Teleticket, such consent not to be unreasonably withheld in the event of a proposed assignment to a subsidiary, associated or holding company.

18) **SUPPLEMENTAL TERMS**

Teleticket reserves the right in its absolute discretion to introduce terms supplemental to this Agreement which shall become incorporated in and form part of this Agreement 7 days after the first contract is made between Teleticket and a Customer through the intervention of the Agent (unless the agent first serves notice of termination in accordance with Clause 14(ii) above) following the date on which the supplemental terms have been notified in writing by Teleticket to the Agent, such intervention by the Agent being deemed to constitute acceptance by it of such supplemental terms.

19) **JURISDICTION**

This Agreement is governed by English law and the parties agree to submit to the exclusive jurisdiction of the English courts in relation to any dispute.