



## STANDARD TERMS AND CONDITIONS

### 1. DEFINITIONS

In these Terms and Conditions, unless the context otherwise requires:

1.1 Words and expressions defined in the Application Form shall have the same meanings in these Terms and Conditions;

1.2 "Account Manager" shall mean the person for the time being or from time to time duly appointed by Gray Dawes and notified in writing to the Client to act as Gray Dawes Travel's representative for the purpose of the Contract;

1.3 "Application Form" shall mean the application form for a credit account with Gray Dawes Travel that is completed and submitted by the Client;

1.4 "Client" shall mean any person (including but not limited to, companies, partnerships, unincorporated associations and individuals) named as such in the Application Form;

1.5 "Client Officer" shall mean the person for the time being or from time to time duly appointed by the Client and notified in writing to Gray Dawes Travel to act as the Client's representative for the purpose of the Contract;

1.6 "Commencement Date" shall mean the date on which the contract is signed by the last of the parties to sign, whichever is the later;

1.7 "Contract" shall mean the Contract between Gray Dawes Travel and the Client relating to the provision of the Service including the Application Form, the Schedule of Fees and these Terms and Conditions;

1.8 "Credit Account" shall mean an account in the name of the Client under which the Client is granted a discretionary amount of monthly credit by Gray Travel;

1.9 "Documentation" shall mean all travel documents, passports, visas, traveller's cheques, cash, tickets, information lists, management information, correspondence and forms associated with the Service, and any other aids which convey information relevant to the Service;

1.10 "Force Majeure Event" means an event which is beyond the reasonable control of the affected party and which it is unreasonable to require such party to anticipate or to mitigate by means of insurance or contingency planning or other prudent business means;

1.11 "Gray Dawes Travel" means Gray Dawes Travel Limited, company number 00904769, Gray Dawes Travel Limited, The Octagon, 27 Middleborough, Colchester, Essex CO1 1RA;

1.12 "Intellectual Property Rights" means all patents, rights to inventions, copyright and related rights, moral rights, trademarks and service marks, trade or business names and domain names, rights in get-up, rights to goodwill or to sue for passing off, rights in designs, database rights, rights in confidential information (including know-how and trade secrets) and any and all other

intellectual property rights, in each case whether registered, unregistered or unregistrable, for the full duration of their term, and all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

1.13 "Schedule of Fees" shall mean the schedule of fees for the Service as varied from time to time by Gray Dawes Travel in accordance with clause 4 below;

1.14 "Service(s)" shall mean the provision of travel booking and related service requirements to be carried out by Gray Dawes Travel in accordance with the provisions of the Contract including, but not limited to, arranging travel bookings, obtaining and delivering tickets for travel by road, rail, sea and air, hotel and car hire bookings and the provision of miscellaneous services and Documentation;

1.15 "Transaction Fee/Service Fee" means the fee charged by Gray Dawes Travel for the provision of a particular Service and/or Travel Product as specified in the Schedule of Fees;

1.16 "Product/Service Costs" means the cost of Travel Products and/or Service provided plus the relevant Transaction/Service Fee as specified in the Schedule of Fees;

1.17 "Suppliers" shall include, but not be limited to, airlines, hotels, car hire companies, train operating companies and tour operators;

1.18 "Travel Invoice" shall mean an invoice raised for the provision of Travel Products;

1.19 "Travel Products" shall mean the travel products booked by Gray Dawes Travel as part of the Service, to include, but not limited to, air tickets, rail tickets, hotel bookings and car hire bookings;

1.20 "Year of the Contract" shall mean a period of twelve calendar months commencing on the Commencement Date or on any anniversary thereof.

1.21 "Website" means the website located at [www.gdg.travel](http://www.gdg.travel).

1.22 "Live Agent Support" shall mean a support service provided to users of the Website by Gray Dawes consultants. This service is available to the Client online between 09.00 and 18.00 hours each weekday, excluding Bank or Public Holidays in England.

## 2. PERIOD OF THE CONTRACT

2.1 The Contract shall start on the Commencement and shall continue until terminated by either party in accordance with the termination provisions at clause 10 herein.

## 3. SCOPE OF THE SERVICE

### 3.1

Gray Dawes Travel shall provide the Service to the Client as agreed between Gray Dawes Travel and the Client.

3.2 Gray Dawes Travel shall accept instructions to provide Services from any of the Client's employees by such telephone and/or fax and/or e-mail numbers or addresses (as applicable) as Gray Dawes Travel shall notify to the Client from time to time.

3.3 Gray Dawes Travel preferred method of delivering the Service is via the Website. Gray Dawes Travel now grants the Client a non-exclusive licence (which may be revoked at any time) to use the Website to receive the Service during the term of the Contract. The Client must keep any user name and/or password required to access the Website secret. Save as otherwise stated in this clause 3.3, all Intellectual Property Rights in and to the Website are and shall remain (as between the parties) the exclusive property of Gray Dawes Travel and nothing in the Contract shall operate to transfer any right, title or interest in the Website to the Client. Gray Dawes Travel gives no guarantee or warranty as to the accuracy of information contained on the Website or to the availability of the Website.

#### 4 FEES FOR THE SERVICE AND THE TRAVEL PRODUCTS

4.1 The Client shall pay Gray Dawes Travel for the Service on a Transaction Fee basis (as set out in the Schedule of Fees below). The Client shall pay Gray Dawes Travel the Transaction Fees as set out on any Travel Invoice and in accordance with the provisions of clause 6 of these Terms and Conditions. Gray Dawes Travel reserves the right to review the Schedule of Fees in accordance with clause 4.3 and 4.4 below.

4.2 Gray Dawes Travel shall notify the Client if there is a change to underlying costs for the provision of the Travel Products and Services during any Year of the Contract, including, without limitation, any changes to the tax regime affecting the Travel Products and Services of which Gray Dawes Travel becomes aware.

4.3 Notwithstanding the provisions of clause 4.2, Gray Dawes Travel may require the Service Fees to be reviewed on a yearly basis at the anniversary of the Commencement Date. However, where Service Fee increases are imposed by third party suppliers the increase will take effect before the anniversary of the Commencement Date. Gray Dawes Travel shall give the Client notice in writing of its proposed revisions to the Service Fees at least thirty (30) days before the change is due to take effect (the "Effective Date"). If no agreement is reached between the parties within sixty (60) days after the date of any such notice being given to the Client, either party may terminate the Contract by giving notice in accordance with clause 11.1 herein.

4.4 The parties shall use their reasonable endeavours to agree revised Service Fees in accordance with clause 4.3 above.

#### 5. VALUE ADDED TAX AND OTHER APPLICABLE CHARGES

5.1 All fees quoted to the Client for the provision of the Service (including, without limitation, the Transaction Fees, and/or any Travel Product costs) are exclusive of Value Added Tax and/or any other applicable tax or charges, for which the Client shall be additionally liable at the applicable rate in force from time to time.

#### 6. PAYMENT TERMS

6.1 Gray Dawes Travel shall send Travel Invoices to the Client on the date of booking (or otherwise upon the receipt of instructions to provide a Service) unless otherwise agreed. All invoices shall become payable on the tenth (10<sup>th</sup>) day of each month following the month in which the invoice was raised.

6.2 If payment is not made on the due date, Gray Dawes Travel shall be entitled, without limiting any other rights it may have under the Contract or otherwise, to charge interest on the outstanding amount from the due date for payment (before and after judgement if any) until the outstanding payment is made in full at the rate of 5% above the base rate in force from time to time of Barclays Bank plc.

6.3 Gray Dawes Travel reserves the right to suspend any reduction, discount or income due to the Client under the Contract if payments are not made in accordance with this Contract.

6.4 Credit balances may be held on the Client's Credit Account for a maximum of 60 days from the date upon which any such credit balance arises. At the end of such 60 day period Gray Dawes may retain such credit balance.

## 7. PROVISION OF THE SERVICE

7.1 Gray Dawes Travel shall appoint an Account Manager to oversee the operation of the Contract. The Account Manager shall act as reference point for all queries that may be raised by the Client Officer in connection with the Contract.

7.2 Gray Dawes Travel shall use reasonable endeavours to make the Service available to the Client between 08.30 and 18.00 hours each weekday, excluding Bank or Public Holidays in England (hereinafter referred to as the "Standard Hours"). Gray Dawes Travel shall also make suitable arrangements to provide the Service to the Client (albeit on a reduced resources basis in terms of availability and response times), for emergencies and otherwise as required by the Client, outside of the Standard Hours through a 24 hour emergency service. This emergency service does not include 'Live Agent' support. Time shall not be of the essence for the provision of the Service at any time.

7.3 The Service shall be delivered by Gray Dawes Travel in accordance with the Service Level Agreement.

## 8. INTELLECTUAL PROPERTY RIGHTS

8.1 As between the Client and Gray Dawes Travel, all Intellectual Property Rights and all other rights in any and all documents, products and materials developed by (or on behalf of) Gray Dawes Travel in relation to the Services, including, without limitation, any written document, drawing, map, plan, software, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form (including drafts) shall be owned by Gray Dawes Travel.

## 9. WARRANTIES & LIABILITY

9.1 Gray Dawes Travel does not warrant that the information it gives the Client in connection with the Service (or otherwise) is accurate. Any such information may be provided to Gray Dawes Travel by its Suppliers. This information will be passed on to the Client accurately and within reasonable timescales. The Client is advised to check all Documentation for accuracy upon receipt.

9.2 All statutory or other implied terms are excluded to the full extent permitted by law.

9.3 Notwithstanding any provision of the Contract, including this clause, Gray Dawes Travel does not exclude or limit its liability for:

9.3.1 death or personal injury caused by its negligence or that of any of its officers, employees or agents;

9.3.2 fraudulent misrepresentation; or

9.3.3 any liability which it is not lawful to exclude either now or in the future under, without limitation, the Unfair Contract Terms Act 1977.

9.4 Gray Dawes Travel shall not be liable to the Client, whether in contract, tort (including negligence) statutory duty or otherwise, for any loss, damage, cost or expense of any nature whatsoever arising out of:

9.4.1 the provision of the Service, including, without limitation, the booking, supply, delivery (including late delivery), non-delivery and/or collection of Travel Products; or

9.4.2 any act or omission of any Supplier, where such loss, damage, cost or expense consists of: (i) direct losses to the extent that (and only to the extent that) such losses consist of loss of profits or revenue, loss of anticipated savings or loss of business or of data; and (ii) indirect, consequential or special damage including but not limited to loss of profits or revenue, loss of anticipated savings, loss of opportunity or loss of business or of data.

9.5 Subject to clauses 9.3 and 9.4 and notwithstanding the provisions of those clauses, Gray Dawes Travel's maximum aggregate liability during any Year of the Contract for any loss or damage in respect of any claims arising out of the Contract, whether in contract, tort or otherwise, shall not exceed the aggregate Transaction Fee paid by the Client during the preceding 12 month period.

9.6 Gray Dawes Travel cannot guarantee the availability of any Travel Product at the quoted price; all Travel Products are subject to price availability and changes prior to confirmation of the Client's booking. All contracts relating to the purchase of any Travel Product under the Contract are made directly between the Client and the relevant Supplier and all such Travel Products are supplied subject to the terms of the Contract as well as the relevant Supplier's then applicable terms and conditions.

9.7 Gray Dawes Travel is a member of the International Air Transport Association, the Guild of Travel Management Companies, a Radius Travel Member and holds an Air Travel Organisers Licence.

## 10. TERMINATION

10.1 Either party shall be entitled to terminate the Contract:

10.1.1 on giving the other 90 (ninety) days' prior written notice to expire at any time, during which period the client undertakes not to transact with any other Travel Management Company;

10.1.2 if the other shall be in breach of the observance or performance of any of its obligations under the Contract and if capable of remedy, such breach remains unremedied 30 (thirty) days after service of written notice from the non-defaulting party requiring such breach to be remedied;

10.1.3 if a resolution is passed for the winding up or administration of the other party or a petition for its liquidation or administration is presented;

10.1.4 if a receiver or administrative receiver of the other party, its assets or any part thereof shall be appointed or a resolution be passed for such appointment;

10.1.5 if the other party proposes or enters into any arrangement or composition with or for its creditors (including any voluntary arrangement).

## 11. TERMINATION CONSEQUENCES

11.1.1 In the event of the Contract being terminated whether by notice, breach or otherwise, the Client shall immediately pay Gray Dawes Travel all arrears of payment and any other sums due under the Contract up to the date of termination of the Contract (including, without limitation, any sums due for Travel Products booked prior to the date of termination).

## 12. CONFIDENTIALITY

12.1 Any information derived or otherwise communicated from Gray Dawes Travel in connection with the Contract shall be held by the Client as secret and confidential and shall not, without the consent in writing of the Client, be published or disclosed to any third party.

12.2 Any information derived from or otherwise communicated to Gray Dawes Travel in connection with the Contract shall be held by Gray Dawes Travel as secret and confidential and shall not, without the consent in writing of the Client, be published or disclosed to any third party except sub-contractors accepting a like obligation of confidentiality and then only to the extent necessary for the performance of the sub-contract. Gray Dawes Travel shall take all reasonable steps to ensure that its servants, agents and sub-contractors keep such information confidential. Gray Dawes Travel does, however, reserve the right to disclose the attainment of the account to the press.

12.3 The provisions of this clause 12 shall continue in perpetuity.

### 13. CANCELLATIONS

13.1 In the event of cancellation of any Travel Product, Gray Dawes Travel will, to the extent permitted, refund unused or partially used tickets in line with the relevant Supplier's terms and conditions then in force.

### 14. SPECIAL REQUESTS

14.1 The forwarding of special requests by Gray Dawes Travel to the Supplier of the Client with special needs does not guarantee that the Supplier can meet such special needs.

### 15. FORCE MAJEURE

15.1 Neither party shall be liable for breach of its obligations under the Contract resulting from a Force Majeure Event.

15.2 Each party agrees to notify the other in writing immediately upon becoming aware of a Force Majeure Event such notice to contain details of the circumstances giving rise to the Force Majeure Event.

15.3 If the Force Majeure Event continues for more than 30 (thirty) days after the date of any notice issued in accordance with clause 15.2 above, then either party shall be entitled to terminate this Contract by giving written notice to the other with immediate effect. Other than in respect of any sums owed by the Client to Gray Dawes as at the date of termination, neither party shall have any liability to the other in respect of the termination of this Contract as a result of a Force Majeure Event.

### 16. WAIVER

16.1 A waiver of any right under the Contract is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given.

16.2 Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

### 17. SEVERANCE

17.1 If any provision (or part of a provision) of the Contract or these Terms and Conditions is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions will remain in force.

17.2 If any invalid, unenforceable or illegal provision (or part of a provision) of the Contract or these Terms and Conditions would be valid, enforceable or legal if some part of it were deleted, that provision will apply with whatever modification is necessary to make it valid, enforceable and legal.

17.3 The parties agree, in the circumstances referred to in clause 17.1 and if clause 17.2 does not apply, to attempt to substitute for any invalid, unenforceable or illegal provision a valid, enforceable and legal provision which achieves to the greatest extent possible the same effect as would have been achieved by the invalid or unenforceable provision.

## 18. STATUS OF PRE-CONTRACTUAL STATEMENTS

18.1 Each of the parties acknowledges and agrees that, in entering into the Contract it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to these Terms and Conditions or not) relating to the subject matter of the Contract, other than as expressly set out in the Contract.

## 19. ASSIGNMENT

19.1 The Client shall not, without the prior written consent of Gray Dawes Travel, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.

19.2 Gray Dawes Travel may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.

## 20. NO PARTNERSHIP OR AGENCY

20.1 Nothing in the Contract is intended to, or shall operate to, create a partnership between the parties, or to authorise either party to act as agent for the other, and the Client shall have no authority to act in the name or on behalf of or otherwise to bind Gray Dawes in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

## 21. RIGHTS OF THIRD PARTIES

21.1 The Contract is made for the benefit of the parties to it and (where applicable) their successors and permitted assigns and is not intended to benefit, or be enforceable by, anyone else.

## 22. ENTIRE AGREEMENT

22.1 The Contract constitutes the entire agreement between the parties, supersedes any agreement or understanding and may not be varied except in writing between the parties.

## 23. LAW

23.1 The construction, validity and performance of the Contract shall be governed the law of England. Both parties agree to submit to the exclusive jurisdiction of the English Courts as regards any claim or matter arising under the Contract.

## 24. SCHEDULE OF FEES

Airline

	Online	Offline
UK DOMESTIC	£	£
EUROPEAN	£	£
WORLDWIDE	£	£

#### Train & Ferry

	Online	Offline
UK RAIL JOURNEY	£	£
EUROSTAR	£	£
INTERNATIONAL RAIL TICKET		£
FERRY – private vehicle		£

#### Hotel

	Online	Offline
HOTEL BOOKING	£	£
HOTEL BOOKING – Bill Back	£	£

\*Bill-Backs are by arrangement only and apply only to UK hotels

#### Car Hire

	Online/ Offline
CAR HIRE RESERVATION	£
CAR HIRE – Bill Back	£

#### Out of Hours

OUT OF HOURS	£25 In addition to any associated transaction fee

#### Additional Services



PARKING	FREE
TRANSFER	£20.00
AIRPORT MEET & GREET IN THE UK	£48.00
PASSPORT & VISAS	
PASSPORT & VISA WITHOUT A FLIGHT	
NEXT DAY DELIVERY	
COURIER DELIVERY	
ACCOUNT MANAGEMENT	
IMPLEMENTATION	
TRAVEL BOOKER TRAINING (at implementation)	
MANAGEMENT INFORMATION	
TRAVEL POLICY CONSULTANCY	
TRAVEL ALERTS & TRACKING	
CONFERENCE, EVENTS & GROUP TRAVEL	
EXPENSE MANAGEMENT	
ALTERNATIVE MANAGEMENT FEE SOLUTION	

#### Refunds

Once tickets have been issued	
AIR	
RAIL/CAR HIRE/FERRY	

#### Credit Card

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MERCHANT FEE	2% of the total value of each invoice charged to your company credit card by Gray Dawes Travel. This charge will generally apply only to fee payments and non-air transactions.
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An additional charge of £10 will be made for the use of Gray Dawes Travel's credit card to pay for bookings made with web airlines

#### Notes

Service fees are charged once transactions are completed. Service fees are non-refundable once a transaction is completed.

All fees quoted are exclusive of VAT, which will be added at the prevailing rate. Gray Dawes Travel reserves the right to review fees on a regular basis.