

G-Cloud 13 Supplemental Terms and Conditions

1. DEFINITIONS AND INTERPRETATION

1.1 Terms defined in the G-Cloud 13 Call-Off Contract shall have the same meaning when used in this agreement unless defined below. In addition, the definitions below apply in this agreement;

Travel Portal means the system where Business Customers can make purchases from the Buyer, optionally but not limited to in bulk.

Business Customer means an organisation (for example but not limited to a business or education establishment) that may be interested in purchasing travel, especially but not limited to in bulk for their users, from the Buyer and Business Customers shall be construed accordingly.

Buyer means the person, or entity as defined in Part A: Order Form of the completed and signed G-Cloud 13 Call-Off Contract.

Original Agreement means the completed and signed G-Cloud 13 Call-Off Contract between the Buyer and Supplier.

Supplemented Agreement means the G-Cloud 13 Call-Off Contract as supplemented by this agreement.

Supplier means the person, or entity as defined in Part A: Order Form of the completed and signed G-Cloud 13 Call-Off Contract.

Transaction Charge means, the percentage charge applied to Travel Portal use. These fees are documented in G-Cloud 13 - Pricing Document (Cities & Commerce).

Verfiication Charge means, the percentage charge applied to Travel Portal use. These fees are documented in G-Cloud 13 - Pricing Document (Cities & Commerce).

2. TRAVEL PORTAL

2.1 The Buyer shall nominate named individuals who shall make use of the Travel Portal. Such individual nominated by the Buyer shall have, and the Buyer hereby confirms, the Buyer's authority to delegate the ability to make purchases on behalf of the Buyer to Business Customers.

2.2 The Supplier shall grant the Buyer access to the Travel Portal by way of issuing an account to the Buyer.

2.3 The Buyer shall be able to log into the Travel Portal and create new Business Customers of the Buyer.

2.4 Once the Buyer has set up a Business Customer within the system the Business Customer shall be able to purchase travel for users of the said Business Customer.

2.5 The Buyer shall be responsible for raising invoices to its Business Customers who have purchased travel via the Travel Portal. Such invoices shall be valid invoices that accurately reflect the amount charged by the Operator to their Business Customers for travel.

2.6 The Supplier shall have the right on reasonable notice to the Buyer, access to the Buyers' financial records to verify the price at which the travel has been sold to the Business Customers.

2.7 The Supplier shall raise invoices to the Buyer in such amount which is equal to the Transaction Charge of the invoices issued by the Buyer to its Business Customer, such invoices shall be due for payment by the Operator within 30 days of receipt.

2.8 For the avoidance of doubt, the Buyer shall be liable to the Supplier for all invoices issued by the Supplier notwithstanding that the Buyer may not have received payment from its Business Customer for invoices issued by the Buyer to its Business Customer as referred to in clause 2.7 above.

2.9 The Business Customer may claim refunds from the Buyer for travel that has been purchased but not claimed within 30 calendar days of purchase only. No refunds will be possible or available more than 30 days after purchase or where travel has been claimed.

2.10 The Buyer will be able to claim a credit from the Supplier for tickets that have been refunded within the 30 calendar day period through the system. Such credit will be made available by the Supplier on the next invoice issued by it under clause 2.9 above.

3. VERIFICATION SERVICE

3.1 The Supplier shall raise invoices to the Buyer for each successful verification transaction provided through the service. Such invoices shall be in the amount of Verification Charge for each successful verification and raised monthly in arrears, payment due by the Buyer within 30 days of receipt.

3.3 The Supplier reserves the right to increase the Transaction Fee at any time, but not more than once in any twelve-month period. The Buyer may however terminate this Agreement upon giving to the Supplier 30 days written notice of its intention to terminate if the Supplier increases the Transaction Fee above the then subsisting cost by more than 15% in not more than once in any twelve-month period.

3.3 The Supplier may increase the Transaction Fee at any time if the Supplier experiences any significant cost increase due to factors beyond its control commensurate in providing the Buyer

with the services outlined in this agreement. A non-exhaustive list of cost increase factors outside the control of the Supplier includes; currency exchange rate fluctuations and third party service provider costs. An increase under this clause 3.3 will not trigger any Buyer termination option if the Supplier provides evidence of such cost increases.

3.4 Verification transactions that have not been completed (i.e. are pending) or have deemed to fail shall incur no charge.

3.5 Manual verification that are completed by the Buyer's travel centre staff are exempt from this service charge.

2.11 The operator is not able to prevent successful verification through the Passenger Verification Service once a request to be verified has been initiated.