

Dear Travel Agent,

Thank you for choosing the Diners Club travelPASS Account. We look forward to working with you to supply an efficient, reliable, customer focused product to your corporate clients that will enhance their corporate travel management process.

The attached terms and conditions are specific to your organisation being able to offer the Diners Club travelPASS Account and do not replace the standard merchant terms and conditions that your organisation has also been provided.

Once you have read the terms and conditions please complete and sign the form on the reverse of this page and return it to Diners Club UK Ltd.

For and on behalf of Diners Club UK Ltd

## Terms and Conditions

### Parties to this Agreement

These Terms and Conditions form the Agreement between you, the travel agency named on the Merchant Agreement application form, and us, Diners Club UK Limited, Griffin House, 161 Hammersmith Road, London, W6 8BS.

#### 1. Definitions

In these Terms and Conditions:

- 1.1 'Account' and 'travelPASS Account' means an account relating to Charges for Travel Services supplied by you which we maintain for a Customer which has signed a Customer Agreement;
- 1.2 'Account Number' means the number of an Account maintained for a Customer, notified to you by us;
- 1.3 'Authorised Individual' means the person(s) who is authorised by a Customer to incur charges on its Account and whose name and contact details have been notified in writing to you;
- 1.4 'BSP' means Bank Settlement Plan, which is the clearing house system for the processing of airline tickets, payments and the disbursement of commissions to travel agencies;
- 1.5 'Charge' means a debt incurred through the use of the Account Number for Travel Services;
- 1.6 'Charge-back' means to charge you a sum equal to the value of a Charge which we have not been able to collect from a Customer due to a reason set out in clause 9.3 and/or 9.4;
- 1.7 'Customer' means a company on whose behalf we maintain an Account;
- 1.8 'Customer Agreement' means the terms and conditions upon which we have issued an Account Number and maintain an Account for a Customer;
- 1.9 'Diners Club Group' means the companies which make up the Diners Club International Group and Diners Club Europe;
- 1.10 'Discount Rate' means the percentage so described upon your Merchant Agreement application form as may be amended by us from time to time;
- 1.11 'Merchant Agreement' means the terms and conditions upon which we agree with you to process charges on our accounts;

1.12 'Product Manual' means the manual located at [www.dinetclub.co.uk/travelpass](http://www.dinetclub.co.uk/travelpass) including any amendments which we may make to it in the future;

1.13 'Terms and Conditions' and 'Agreement' mean these terms and conditions as may be altered from time to time;

1.14 'Travel Services' means all scheduled and non-scheduled air travel, rail travel, hotel bookings and car hire which has been purchased for use by a Customer where you act as agent for principals that are members of the International Air Transport Association or the Association of British Travel Agents), together with all fees you charge to a Customer for your services, such as management fees and transactional fees;

1.15 'we' and 'our' means Diners Club UK Ltd and its successors and assigns and includes any person acting on its or their behalf;

1.16 'you' and 'your' refer to the travel agency named on the Merchant Agreement application form.

#### 2. Main Subject Matter of these Terms and Conditions

2.1 We operate a special charge account scheme known as the 'Diners Club travelPASS Account' for certain Customers upon the terms and conditions of the Customer Agreement. The Customer Agreement requires us to pay for Travel Services purchased on a Customer's behalf.

2.2 In order to operate the travelPASS Account for Customers, you must enter into a Merchant Agreement with us. Providing you comply with the terms of the Merchant Agreement and these Terms and Conditions, we will pay you for Travel Services. In the event of a conflict between these Terms and Conditions and the Merchant Agreement regarding travelPASS Account business, these Terms and Conditions shall take precedence.

#### 3. The Account

3.1 We will pay you for Charges incurred on an Account in accordance with these Terms and Conditions.

3.2 The decision as to whether to issue an Account Number to a Customer shall be solely ours. We may request information about the

payment history of a Customer in relation to services provided by you.

3.3 We may in our sole discretion permit an account currently operated by an alternative travel agent to be transferred to you. Where we have permitted such a transfer, the account will be deemed an Account for the purposes of these Terms and Conditions.

3.4 You must ensure that any information about a Customer that you provide is true, accurate, up-to-date and complete. Where we suffer loss or damage by wholly or partially relying on any false, inaccurate, out-of-date, incomplete or misleading information that you have supplied, you shall be liable to reimburse us for such loss or damage.

3.5 You must comply with these Terms and Conditions and the Product Manual. We may reject any Charge submitted if you have failed to comply with these Terms and Conditions or the Product Manual when making that Charge. In such an event, we shall not, subject to our absolute discretion, be obliged to comply with our obligations elsewhere under these Terms and Conditions.

3.6 We shall notify you in the event that the Product Manual is amended. You must then access the amended Product Manual online (or contact us and request a free of charge written copy of the Product Manual). You must ensure that your employees at all times understand the Product Manual and that your employees' knowledge of the travelPASS Account is up-to-date.

#### 4. Promotion

You shall introduce and actively promote the travelPASS Account to your customers and invite your customers to apply for a travelPASS Account using the sales and marketing materials and application forms and terms and conditions that we supply to you for this purpose. In doing so you shall at all times act in accordance with these Terms and Conditions and the Product Manual.

#### 5. Service levels

5.1 You must at all times comply with the service levels as agreed between the parties in writing and identified in a document entitled 'travelPASS Account Travel Agent Service Level Agreement'.

5.2 You shall nominate an individual to maintain and develop your relationship with us and provide us with his/her details. We shall meet with that individual from time to time during the term of this Agreement in order to assess the operation of this Agreement and your compliance with the agreed service levels.

#### 6. The Account Number

6.1 The Account Number remains our property. You must immediately cease to use or accept an Account Number whenever we request you to do so.

6.2 You must take every precaution to safeguard the Account Number and you must not disclose an Account Number to any person, unless you are reporting its suspected misuse.

6.3 Subject to clauses 6.4 to 6.8, you must accept any Account Number tendered if it is being used to obtain Travel Services and an Authorised Individual is purchasing those Travel Services. You must only make a Charge on an Account where it has been incurred for Travel Services and an Authorised Individual has purchased such Travel Services.

6.4 Once we have notified you of the Account Number for a Customer, an Authorised Individual may incur Charges on the Account. However, no debt which is owed to you by the Customer before we notify you of that Customer's Account Number, may be charged to the Account. If a prior debt is charged to an Account, we may, without any liability to you, refuse to accept that Charge.

6.5 You must not allow an Account Number to be used (even by an Authorised Individual) where you know or have any reason to suspect that it is being used to obtain tickets or services for resale in the course of a business or for the setting up or funding of any business or in return for cash. In order to monitor compliance with this clause, we may query the Charges incurred on an Account and may in circumstances where we suspect a breach of this condition and, without any liability to you, refuse to accept a Charge.

6.6 You must not provide an Account Number to any supplier of Travel Services other than an airline as part of a BSP transaction. You must not use the Account Number to guarantee bookings of Travel Services.

## Terms and Conditions continued...

- 6.7 You must not allow an Account Number to be used once an Account has been suspended or terminated. Where applicable, you must ensure that all Charges incurred using the Account Number before suspension or termination are processed on the Account prior to the date any suspension or termination takes effect. If you have been notified of the suspension or termination of an Account, we may without any liability to you, refuse to accept any Charges incurred or processed subsequent to the date of suspension or termination.
- 6.8 If you know or have any reason to suspect an Account Number is liable to misuse in any way whatsoever, you must not subsequently allow it to be used.
- 7. Protecting an Account Number**
- 7.1 If you know or have any reason to suspect that an Account Number is liable to misuse, you must inform our nearest office immediately by telephone or facsimile.
- 7.2 If we know or have any reason to suspect an Account Number is liable to misuse, we may give to the police all information that, in our opinion or that of the police, is relevant. You must co-operate with us and the police in any investigation following actual or suspected misuse of an Account Number.
- 7.3 If we know or have any reason to suspect an Account Number is liable to misuse, we may take any other action that we consider appropriate to stop or prevent the misuse.
- 7.4 If we know or have any reason to suspect that an Account Number has been misused or is liable to misuse, we may issue a replacement Account Number at our discretion. We will notify you of any replacement Account Number.
- 7.5 You shall be liable for all loss suffered by us arising from any unauthorised use of an Account Number by you or your employees or by any person who has obtained the Account Number from you with or without your consent.
- 8. Statement information to be provided to us**
- 8.1 We rely on you to provide true, accurate, complete and unambiguous information so that we can provide Account statements to the Customer. You will reimburse us for any loss or damage we suffer (including payments made by us to the Customer and compensation to us for any loss of reputation, profit or goodwill) as a result of false, inaccurate, incomplete or misleading information supplied by you.
- 8.2 You must send to us at the close of each business day, by electronic means in the file format that we agree with you, a submission containing all necessary data as set out in the Product Manual applicable to each transaction made that business day, unless we agree in writing with you otherwise. In the event that no Charges are incurred on a particular business day, you must provide us with an electronic submission reflecting that fact.
- 8.3 You must ensure that you or your back office service providers keep complete and accurate back up copies or other records of all information to be supplied to us under this section for a period of at least 12 months, or such other minimum period as we shall from time to time specify in writing.
- 9. Charges and Charge-backs**
- 9.1 We will pay you for each Charge incurred on an Account in accordance with these Terms and Conditions and the Product Manual. The amount paid by us will be the value of the Charge less a deduction equal to the Discount Rate multiplied by that Charge.
- 9.2 We may refuse to accept a Charge, or delay payment of a Charge, or Charge-back to you without prior notification where such Charge has already been paid, if we reasonably believe that you have not submitted the Charge to us within thirty days of it being recorded by a terminal approved by us for recording Charges and processing them to an Account.
- 9.3 Where a Charge has been incurred as a result of a BSP transaction, we will make a payment to BSP instead of the payment to you as set out in clause 9.1 above.
- 9.4 We may Charge-back to you without prior notification the items set out in the Product Manual for which we reserve the right to Charge-back.
- 9.5 We may Charge-back to you Charges that a Customer has disputed, providing that we first:
- enquire of you whether you regard such Charge to have been properly incurred; and
  - specify a period of time within which we will reverse the Charge if both you and the Customer agree.
- In the event of a continued dispute between you and the Customer about a Charge, the expiry of the specified time period or your failure to respond to our enquiry about a disputed Charge, we will Charge-back such Charge to you and you will be solely responsible for collecting payment from the Customer direct.
- 9.6 We will Charge-back to you by:
- deducting the amount of such Charge or item from any Charges payable or subsequently payable by us to you; or
  - you reimbursing us for the amount of such Charge or item, if we request you to do so.
- 9.7 If any amount we Charge-back to you is not settled within seven days of us sending notice to you that a reimbursement is due, you are liable to reimburse us on a full indemnity basis for all costs incurred to collect the balance, including legal costs and expenses. Where we instruct a debt collection agency to collect such balance, you hereby agree to reimburse that agency for all costs it imposes, including legal costs and expenses.
- 9.8 You represent and warrant that by making a Charge:
- you have complied with these Terms and Conditions;
  - the information supplied about the Charge is true, accurate, complete and not misleading;
  - all tickets, travel documentation, hotel vouchers, invoices and receipts equal to the price of the Travel Services given in the information supplied to us have been or shall forthwith be dispatched to the Customer, together with all other information that may be required by the Customer to use the Travel Services; and
  - you do not know or have any reason to suspect that any Charge might be invalid, avoidable or unenforceable.
- 10. Payments**
- 10.1 We will pay you for all Charges incurred on an Account, except that we may refuse to accept or may delay payment of a Charge where we know or reasonably believe any of the following:
- we are due to Charge-back the Charge to you under clause 9.2, 9.4 and/or 9.5;
  - the Charge has been incurred in breach of these Terms and Conditions;
  - the Customer incurring the Charge is in breach of its Customer Agreement;
  - the Account or this Agreement has been terminated.
- 10.2 You must repay us immediately any amount paid to you by us in error, regardless of whether or not such error was due to your act or omission or whether or not we have requested repayment.
- 10.3 We may set off any amount payable by you to us against an amount payable by us to you.
- 10.4 While these Terms and Conditions remain in force, you must not seek payment of a Charge from the Customer direct, unless we notify you that we have refused to accept a Charge on an Account or that an Account has been terminated, in which case you are solely responsible for collecting payment from the Customer.
- 10.5 Where you are responsible for collecting a charge from a Customer, we will have no liability to you if the Customer is unable or unwilling to pay.
- 11. Termination**
- 11.1 Either party may terminate this Agreement forthwith by written notice to the other if the other:
- has committed a material breach or persistent breaches of any one or more of its obligations under these Terms and Conditions (including without limitation in your case the service levels agreed between the parties under clause 5.1) and in the case of a breach which is capable of remedy, has failed to remedy such breach or breaches within thirty days of being served with written notice requiring it to do so; or
  - has a receiver appointed over any of its property or assets or makes any voluntary arrangement with its creditors or becomes subject to an administration order or proceedings for liquidation or otherwise ceases trading.
- 11.2 Either party may terminate this Agreement on thirty days written notice to the other at any time.
- 11.3 We may terminate this Agreement forthwith if, in our opinion, you or your employees bring or are likely to bring us or any company within the Diners Club Group or any of its customers or employees into disrepute.
- 11.4 We may terminate this Agreement forthwith if you undergo a change of ownership or control and, in our opinion, one of our competitors has taken such ownership or control.
- 12. Claims in respect of the Travel Services**
- 12.1 Where a Charge is incurred on an Account, you are responsible for supplying the Customer with all tickets, travel documentation, hotel vouchers, invoices and receipts and all other information the Customer may require to use the Travel Services.
- 12.2 You are responsible to the Customer for ensuring that the Travel Services purchased using an Account Number are provided and for the standard, quality or suitability of any Travel Services. You will indemnify us against any loss or damage resulting from claims brought by the Customer against us in respect of the Travel Services or any standard, quality or suitability thereof.
- 12.3 You must deal directly with the Customer in respect of any change, cancellation or dispute relating to the Travel Services or a Charge.
- 12.4 If you wish to credit an Account or refund Charges, you must not refund cash directly to the Customer but must notify us immediately. We will credit an Account once the procedures set out in the Product Manual have been followed.
- 12.5 You will immediately provide to the Customer upon its request, or our request, copy invoices and/or other information relating to a Charge where the Customer wishes to verify a Charge.
- 13. Changes**
- We may at any time change or add to these Terms and Conditions and will inform you by written notice 28 days in advance of such variation or addition taking effect.
- 14. Communications**
- Each party will notify the other in writing of any change of address, telephone number or facsimile number. Any notice or statement shall be sent to the other's most recently supplied address and be deemed validly delivered 48 hours after posting.
- 15. Transfer**
- Neither you nor we may transfer to any third party our rights and obligations under these Terms and Conditions, except that we may transfer our rights and obligations to any company in the Diners Club Group.
- 16. Liability**
- 16.1 Neither party will be liable if it is unable to perform its obligations under these Terms and Conditions due to the failure of any machine data processing system or transmission or other communications link or to any industrial dispute or anything outside its control.
- 16.2 To the maximum extent permitted by applicable law, we shall not be liable to you for any loss of profit or opportunity or damage to your reputation or any indirect or consequential loss occurring as a result of our acts or omissions in connection with this Agreement.
- 17. Indulgence**
- Any concession that may be granted to you by us shall not affect your obligations or our rights to enforce those obligations or exercise any other rights, options or remedies under these Terms and Conditions.
- 18. Disclosure**
- 18.1 At all times while these Terms and Conditions remain in force and afterwards, all information concerning us and/or the Customer must be treated as confidential by you and your employees except insofar as it is necessary for you to fulfil your commitments under these Terms and Conditions, or if disclosure is required by the applicable law, or if the information is already in the public domain.
- 18.2 We may pass confidential information about you to any company in the Diners Club Group.
- 18.3 We may at any time make enquiries and searches of any type about you for the purposes of credit assessment.
- 18.4 We may pass information about you and your business for fraud prevention and tracing purposes.
- 18.5 Unless you have told us in writing not to do so, we may disclose your name, address and telephone number to third parties for marketing and promotional purposes.
- 19. Data Protection**
- 19.1 You undertake that when you obtain, use or disclose to us any personal data relating to a Customer's Authorised Individual or director or employee in order to fulfil your obligations elsewhere under these Terms and Conditions, you will at all times comply fully with all statutory enactments and regulations under the applicable law, or any other requirements or recommendations made by a governmental authority within the applicable jurisdiction, including but not limited to the Data Protection Act 1998 or any re-enactment, replacement or amendment thereof.
- 19.2 You agree to indemnify us for any loss or damage (including any penalty or compensation payable to any Authorised Individual or director or employee) sustained by us as a result of your failure to fulfil clause 19.1.
- 20. Law**
- These Terms and Conditions and all matters arising out of the issue and use of an Account are subject to the laws of England and the jurisdiction of the English courts.

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Diners Club UK Ltd is a company registered in England: 4012351.  
Registered office: Griffin House, 161 Hammersmith Road, London, W6 8BS.  
VAT No. GB766045911  
Effective 1st June 2003, until further notice.  
All cards are issued and accounts operated by Diners Club UK Ltd alone.

## SIGNED FOR AND ON BEHALF OF THE TRAVEL AGENCY:

Signed: \_\_\_\_\_ Print Name: \_\_\_\_\_

Position: \_\_\_\_\_ Date: \_\_\_\_\_

## SIGNED FOR AND ON BEHALF OF DINERS CLUB UK LTD:

Signed: \_\_\_\_\_ Print Name: \_\_\_\_\_

Position: \_\_\_\_\_ Date: \_\_\_\_\_

**DECLARATION:** We, the applicant customer, hereby request Diners Club UK Limited to maintain a travelPASS Account Travel Agent Agreement on our behalf. We accept and agree to abide by the Terms and Conditions of the travelPASS Account Travel Agent Agreement as set out on this application form. We authorise Diners Club UK Limited to contact our bankers or any other party to obtain information required to process this application.

Please tick this box if you, the authorised signatory, do not wish to receive information about products and/or services that may be of interest to you from Diners Club UK Limited.