Welcome to the Expedia, Inc. Travel Agent Affiliate Programme ("Programme"). This Programme enables UK travel agencies to:

- access www.expedia.co.uk ("Website"), a website operated by Expedia, Inc. a Washington corporation located at 333 108th Ave NE, Bellevue, WA 98004, United States of America ("Expedia"), and the travel services available on the Website;
- market the Website to their customers;
- make bookings on behalf of those customers; and
- earn marketing fees from Expedia,

in accordance with the terms and conditions set out below including, without limitation:

- Part 1 - Terms for Expedia Travel Agency Programme Affiliates;
- Part 2 - Fees and Payment Terms for Expedia Travel Agency Programme Affiliates; and
- Part 3 - Guidelines for Expedia Travel Agency Programme Affiliates,
- Schedule 1 – Sample Booking Form
- Schedule 2 - Substitute Form W-8BEN
- Supplementary Agreement Supplementary Agreement – ATOL Terms
and any notices or other conditions referred to in this document (collectively, the "Agreement").

In this Agreement, the terms "you" and "Affiliate" refer to any travel agent and/or any representative of a travel agent accessing this Website and/or applying for participation in the Program, and any participant in the Program. For the purpose of the Supplementary Agreement and the ATOL Regulations only: Affiliate shall be regarded as Expedia’s “agent” in respect of Licensable Transactions; Expedia shall be regarded as the “Principal ATOL Holder” or “ATOL Holder”; and Customers shall be regarded as “consumers”.

Please read the Agreement carefully. By ticking the box below you represent to Expedia that:

- you have read this Agreement and understand the terms and conditions set out in this Agreement;
- you and the Affiliate agree to be bound by this Agreement without modification in relation to the Affiliate’s participation in the Programme; and
- you have the power, capacity and authority to enter into this Agreement and to bind the Affiliate.

The information contained in this Agreement and on the Website relating to the Program constitutes an invitation to treat by Expedia and is not capable of acceptance by the Affiliate. By ticking the box below you shall be deemed to have made an offer to participate in the Program subject to this Agreement. The Agreement is made and entered into as of the date on which Expedia issues you with an Affiliate Tracking Code in accordance with the Agreement (as described below)(the "Effective Date") by and
between Expedia, and the Affiliate travel agency which you represent, the details of which you have
provided to Expedia through this Website by completing the application form on this page. The
Agreement shall continue in full force and effect for an indefinite period from the Effective Date until it
is terminated in accordance with its terms ("Term").

You hereby agree to waive any rights to challenge the validity or enforceability of the contracts entered
into on the Website on the grounds that it was made in electronic form instead of by paper and/or
signed or sealed. This Agreement can be downloaded or accessed at
http://www.expedia.co.uk/static/default/default/taap/contracts/UK.EN.UK.STD.042015.pdf and the
Affiliate is recommended to print off and keep a copy for its records.
PART 1 - TERMS FOR EXPEDIA TRAVEL AGENCY PROGRAM AFFILIATES

DEFINITIONS

"Affiliate Account(s)" means the account that is accessed by the Affiliate by using the unique log-in and password allocated by Expedia to the Affiliate and which allows the Affiliate to access the reservation system available through the Website.

"Affiliate Tracking Code" means the unique Affiliate identification code beginning with "[*WK *]" attached to the Affiliate Account(s) and used by Affiliate through which Expedia will track the Transactions of the relevant Affiliate.

“ATOL Regulations” means The Civil Aviation (Air Travel Organisers’ Licensing) Regulations 2012

“ATOL Certificate” means a certificate to be provided to the Customer by Expedia in respect of a Licensable Transaction from 1 October 2012 under Part 1 Clause A11 of this Agreement and the Supplementary Agreement.

"Booking Form" means the form to be completed by the Customer to confirm the relevant Transactions and which is in the format of the 'Sample Booking Form as attached to the Guidelines or such other form as prepared by the Affiliate, provided that such form must always contain, as a minimum, the same information as set out in the Sample Booking Form.

"Customer" means an individual for whom Affiliate performs a Transaction on the Website during the Term.

"Customer Data" means information in respect of Customers that Affiliate provides to Expedia in connection with the provision of the customer and fulfillment services pursuant to this Agreement.

"Expedia Group Member" means the Group Members of Expedia, which as at the Effective Date means any entity (not including Expedia itself) that is directly or indirectly controlled by Expedia, Inc. (Delaware).

"Expedia Marks" shall mean Expedia’s trade names, trade marks, service marks, and/or other visual representations thereof, including logos, designs, symbols, word marks, images, colors and color combinations, trade dress, characters and other publicity rights, or other indicia of ownership owned or used by Expedia.

"Expedia Promotional Materials" means the "Expedia" branded promotional items or such other material as provided by Expedia to this Affiliate from time to time;

"Group Member" means any person, partnership, joint venture, corporation or other form of enterprise, domestic or foreign, including but not limited to subsidiaries that directly or indirectly control, are controlled by, or are under common control with a party to this Agreement.
“Licensable Transaction” means an offer made by a Consumer (as defined in the ATOL Regulations) (or their agent) to purchase flight accommodation for one or more persons on a flight which is accepted by an air travel organiser and constitutes an activity in respect of which that air travel organiser is required to hold an ATOL.

"Marketing Fees" has the meaning set out in Part 2, Clause A1 of this Agreement.

"Transaction(s)" means the booking of travel services on the Website on behalf of Customers by Affiliate.

A. AFFILIATE OBLIGATIONS

1 Marketing. During the Term, Affiliate shall, where Affiliate deems it suitable for its in-store Customers: (i) actively market and promote the Website and the travel products and services available on the Website to its in-store Customers; and (ii) display Expedia Promotional Materials (where provided) in order to generate the maximum number of Transactions by Customers on the Website.

2 Access to Website. Affiliate shall access and use the Website in a manner consistent with the guidelines provided by Expedia from time to time, a current version of which are contained in Part 3 - 'Guidelines for Expedia Travel Agency Programme Affiliates' ("Guidelines"). Affiliate acknowledges and accepts that failure to comply with the Guidelines, Expedia’s specification for access to the Website, or any other direction of Expedia will result in all or some of the Marketing Fees otherwise due to Affiliate becoming non-payable, including, without limitation, where the relevant Transactions cannot be readily associated with or linked to Affiliate’s access to the Website to Expedia's satisfaction, and Affiliate shall have no claim against Expedia for the payment of such monies in such circumstances.

3 Use of Affiliate Account. Affiliate shall use the Affiliate Account to access the Website and input Customer Data solely for the purposes of booking travel services on behalf of Customers. Affiliate must safeguard its account information, including the Affiliate Tracking Code, and must supervise and will be completely responsible for any use of the Affiliate Account by the Affiliate and any other person. Affiliate shall remain liable to Expedia for monies which it has failed to collect in accordance with the terms of this Agreement and Expedia’s terms and conditions of sale as available from time to time on the Website ("General Terms and Conditions for Booking"). Affiliate shall ensure that the Customer Data and any other information submitted to the Website is complete and accurate.

4 Customer Contracts. Prior to the completion of a Transaction, Affiliate shall: (i) make clear to Customers that an Expedia Group Member or the applicable travel service provider provides the travel service directly to the Customer and shall not display or make any statement which expressly or by implication contradicts this proposition; (ii) make clear to the Customer that any fee charged by Affiliate for facilitating the Transaction ("Booking Fee") is charged by and payable to Affiliate and not Expedia; (iii) communicate to Customer and obtain evidence that the Customer has read and accepts the General Terms and Conditions for Booking, the Privacy Policy, and any other terms and conditions applicable to
such Transaction ("Terms") as set out in a Booking Form; (iv) communicate fully and accurately to the Customer the description of the travel services to which the Transaction relates as made available on the Website; (v) communicate fully and accurately to the Customer any limitations or restrictions relating to the relevant travel services including, without limitation, whether cancellations or changes are permitted and the consequences of same; (vi) ensure that Customer signs the Booking Form (vii) ensure that the Customer has sufficient funds available to cover the Transaction cost, and (viii) ensure that the tick in the pre-selected travel insurance option in the booking path has been removed so that travel insurance is not supplied to the Customer as part of the Transaction. Affiliate shall ensure the security of the signed Booking Form for at least 6 years after the date on which the Transaction is made and must provide Expedia with a copy of the same upon request. Affiliate undertakes not to make any verbal or written assurances to a Customer which are additional to or contradict the Terms, including without limitation by promising that any special requests will be met. Affiliate shall be solely responsible and liable in respect of any representations, or special request confirmed or made to the Customer without Expedia's prior written authorisation and approval.

5 Customer Communications and Complaints. Affiliate shall within 24 hours of receipt: (i) provide to Customer, without modification or deletion, all information received from Expedia relating to a Transaction (e.g., Expedia's booking confirmation emails and other customer support communications); and (ii) provide to Expedia without modification or deletion all communications relating to a Transaction (e.g., further booking requests and other customer service inquiries) or complaints (including any complaint to Trading Standards or any other regulatory trade body) received from Customer. In particular, Affiliate shall inform Customers of any obligation to pay cancellation or amendment charges where that Customer requests the cancellation or amendment of the Transaction. Affiliate will be solely liable for any variation between the cancellation policies provided to Affiliate by Expedia and those that are communicated by Affiliate to Customer. Affiliate shall notify Expedia within three (3) days of Affiliate's receipt of any Customer formal complaint, claim or action regarding a Transaction. Affiliate acknowledges and agrees that Expedia shall have the right to attempt to settle any such formal complaint, claim or action directly with the Customer. If Expedia attempts such a settlement Affiliate shall provide Expedia with reasonable information and assistance, at Expedia's expense, to help Expedia to reach settlement and Affiliate shall refrain from taking any other action in respect of the relevant formal complaint, claim or action unless required to do so by law. If Expedia is able to reach a settlement, Affiliate shall cooperate fully in finalising such settlement including, without limitation, executing any documents which Expedia reasonably deems necessary for such purpose. Affiliate acknowledges and agrees that Expedia shall have no liability to Affiliate in respect of any formal complaint, claim or action regarding a Transaction where Affiliate does not act in accordance with this Clause A5.

6 Customer Incentives. Affiliate shall not be entitled to take advantage of incentives offered by Expedia or its suppliers for the benefit of Customers ("Customer Incentives") for the Affiliate’s own use and enjoyment. Customer Incentives include but shall not be limited to: Nectar points, frequent flyer miles or any promotional voucher or offer attached to particular bookings which may be made available
in the booking path. Affiliates shall assist Customers to redeem Customer Incentives made available in relation to the relevant Transaction for use and enjoyment by the Customer as necessary.

7 Customer Care. Affiliate shall be responsible for first line Customer support in relation to Transactions and shall facilitate the provision to Customers of information available on the Website in relation to any particular Transaction. In addition, Affiliate shall facilitate the provision of customer care and support by Expedia to the Customer in relation to booking amendments or cancellations or any other Customer support function which cannot be managed via the Website.

8 Fraud. Affiliate shall be solely responsible for, and shall indemnify Expedia from and against any losses, costs, expenses (including legal fees) and other liabilities arising from or in connection with, the fraudulent or other misuse of credit cards by means of which Transactions are completed, regardless of whether such credit cards belong to Affiliate or to the Customer, or to any other person.

9 General Prohibitions. In no event shall Affiliate, its personnel, contractors or agents (i) place or attempt to place references to Expedia or the Programme on or in: publications, offline or online advertisements; unsolicited communications, including faxes, e-mails, SMS or MMS; instant messages, or other form of electronic communication unless Expedia has provided its proper written consent, or (ii) cause or attempt to cause any Transactions to be made without the Customer's full knowledge and consent.

10 Compliance with Laws. Affiliate shall comply with all applicable laws in force from time to time relevant to the performance of its obligations under this Agreement including, without limitation, any legislation relating to the licensing of travel agents.

11 Affiliate’s ATOL Obligations. Affiliate shall comply at all times with the requirements of the Supplementary Agreement (the “ATOL Terms”). The ATOL Terms are mandated by the ATOL Regulations, and can be amended from time to time by changes in such legislation. Expedia shall use reasonable endeavours to inform Affiliate as soon as reasonably practicable of any changes to the ATOL Terms, which shall be binding on Affiliate from the date of notification. For the purpose of the ATOL Regulations only: Affiliate shall be regarded as Expedia’s “agent” in respect of Licensable Transactions; Expedia shall be regarded as the “Principal ATOL Holder”; and Customers shall be regarded as “consumers”. Expedia’s ATOL Number is 5788. Neither party to this Agreement, whether in writing, by conduct or otherwise, may agree to any terms which contradict, or purport to contradict the ATOL Terms from time to time. To the extent of any conflict between the ATOL Terms from time to time and any other part of this Agreement (or any other terms agreed between the parties) the ATOL Terms shall take precedence.

From 1st October 2012, Affiliate will ensure that the ATOL Certificate includes the information set out in Supplementary Agreement.

12 Promotions. Expedia may from time to time undertake promotional activities, including prize draws and competitions which are directed at Affiliate or its staff and/or employees. Affiliate hereby
agrees that Expedia may undertake such promotions and such promotions shall be in accordance with its policies from time to time.

B. EXPEDIA OBLIGATIONS

1 Affiliate Application, Affiliate Account and Affiliate Tracking Code. Following application by the Affiliate to join the Programme and on completion by Expedia of such preliminary business review of the Affiliate's Programme application as required by Expedia from time to time in its discretion ("Application Review") and the satisfactory results of the Application Review, Expedia by electronic mail shall provide Affiliate with an Affiliate Account and an Affiliate Tracking Code.

2 Website Access. Expedia shall provide Affiliate with access to the Website to enable Affiliate to provide the marketing services described in Clause A1.

3 Expedia Promotional Materials. Expedia shall from time to time during the term of this Agreement, and at its sole discretion provide to Affiliate certain Expedia Promotional Materials. Expedia may introduce or withdraw Expedia Promotional Materials for use by Affiliate at any time.

4 Grant of Licence by Expedia. Subject to the terms and conditions of this Agreement, Expedia hereby grants to Affiliate a limited, non-exclusive, revocable licence to display in-store the Expedia Promotional Materials which may be provided by Expedia to Affiliate from time to time and to reproduce the Booking Form and booking confirmation emails sent by Expedia to Affiliate for use in connection with Customers who have effected a Transaction through the Website.

5 Customer Support and Fulfilment. Expedia shall use commercially reasonable efforts to provide, or procure to be provided, customer support and fulfilment services to Affiliates and to Customers during the same hours and at the same level of service and functionality that Expedia provides, or procures to be provided, to its customers booking outside the Affiliate Programme in the same geographic region. Affiliate acknowledges that Expedia reserves the right to refuse to provide customer/fulfilment services to a Customer, in its sole discretion, including, without limitation, in the event of: (i) rejection by the applicable credit card company; (ii) inability to authenticate credit card; (iii) inability to authenticate card holder; and (iv) Customer's history with Expedia and/or any Expedia Group Members.

6 Ownership of Customer Data. As between the parties, Customer Data shall be considered proprietary information of Expedia. All right, title and interest in the Customer Data will be owned by Expedia.

C. WEBSITE AND EXPEDIA CONTENT

1 Expedia’s ownership of Website, Expedia Marks and Expedia content. Expedia shall own all intellectual property rights (including, without limitation, all copyrights, patents, trademarks and trade secrets) in connection with and in (i) all versions of the Website and (ii) the Expedia Marks. Affiliate acknowledges that the Website, Expedia content and the Expedia Marks are owned by Expedia and their use by Affiliate in connection with this Agreement inures to the benefit of Expedia and nothing herein
will grant any ownership interest in the elements of the Website, Expedia content and the Expedia Marks to Affiliate.

2 **Content Protection.** The Website and the technology and infrastructure used to provide content to it of them are proprietary to Expedia or Expedia Group Members. Accordingly, notwithstanding anything herein to the contrary, without the express, written permission of Expedia, which may be denied or granted in its sole discretion, Affiliate will not, directly or indirectly: (a) access, search, scrape, crawl or monitor the Website or copy, extract, use, modify, or repurpose any content or information thereon (including, without limitation, price or availability information for any travel product or service), for any purpose or by any means (e.g., robot, spider, scraper or any other automated or manual means); or (b) deep-link to any portion of the Website. In addition, Affiliate will not, directly or indirectly: (i) violate the restrictions in any robot exclusion headers on the Website or bypass, circumvent, or avoid any measure employed to prevent or limit access to the Website, including the content and information thereon; or (ii) take any action that, in Expedia's sole discretion, imposes or might impose an unreasonable or disproportionately large load on the technology or infrastructure of the Website.

3 **Trademark Protection.** Except for the limited licence granted in Clause B4 above, Affiliate is prohibited from using or displaying (directly or indirectly), and agrees not to use, display, or reference (directly or indirectly), any URL, trade name, trademark, logo, or branding of Expedia or Expedia Group Members in any manner whatsoever (including, without limitation, in any meta-tags, search engine advertising, marketing or optimization, any other online or offline marketing or advertising, press releases, etc.) without the express, written permission of Expedia or its applicable Expedia Group Members which may be denied in the sole discretion of Expedia or such Expedia Group Members. All rights not expressly granted are reserved by Expedia or Expedia Group Members. Affiliate acknowledges and agrees that any breach of this Clause C3 will result in irreparable harm to Expedia and/or Expedia Group Members, as well as damages that are difficult or impossible to calculate. Affiliate agrees that compliance with this Clause C3 may be specifically enforced in any court of competent jurisdiction, without prejudice and in addition to Expedia's and/or Expedia Group Members’ right to seek damages or other remedies for any such breach.

**D. TERMINATION; TERMINATION OBLIGATIONS**

1 Expedia in its sole discretion and without cause may terminate this Agreement immediately upon written notice for any reason including the outcome of the Application Review by Expedia. Affiliate may terminate this Agreement on 30 days’ written notice to Expedia. The rights and remedies provided in this Clause D1 are not exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

2 In addition to any other rights and remedies, either party may, by giving written notice to the other party, terminate this Agreement on the following grounds: (i) where either party goes into voluntary or involuntary liquidation; (ii) where either party is declared insolvent either in bankruptcy proceedings or other legal proceedings; (iii) where an agreement with creditors has been reached by
either party due to its failure or inability to pay its debts as they fall due; or (iv) where a receiver, administrator, administrative receiver or other encumbrancer is appointed over the whole or part of either party's business.

3 Any notice of breach or default hereunder shall be prominently labelled "NOTICE OF DEFAULT," and if to Expedia, shall be copied to Expedia's legal department, attention General Counsel.

4 Upon termination or expiration of this Agreement for any reason: (i) Affiliate shall immediately cease using Affiliate Tracking Code and the Expedia Promotional Materials; and (ii) Affiliate Account shall be shut down immediately by Expedia.

5 Notwithstanding anything to the contrary in this Agreement, the following provisions shall survive termination of this Agreement: Clauses E1 to E3 and F through to J inclusive of this Part 1 of the Agreement.

E. REPRESENTATIONS AND WARRANTIES

1 Each party hereby represents and warrants as follows: (i) to the extent that the party is a company, it is duly organized and validly existing under the laws of the place of its incorporation and has full corporate power and authority to enter into this Agreement and to carry out the provisions hereof; (ii) it is duly authorized to execute and deliver this Agreement and to perform its obligations hereunder; (iii) this Agreement is a legal and valid obligation binding upon it and enforceable with its terms; and (iv) the execution, delivery and performance of this Agreement by such party does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it.

2 Affiliate hereby represents and warrants as follows: (i) it is a travel agency regulated by and operated in compliance with laws of England and Wales; (ii) it possesses all applicable licences and documentation necessary to perform travel agency services; (iii) the individual entering into this Agreement on behalf of the Affiliate has the power, capacity and authority to enter into and bind the Affiliate to observe its obligations under this Agreement and such individual on his own behalf so represents and warrants and (iv) that it is not, and any beneficial owner of it is not, incorporated in or resident of a country subject to economic or trade sanctions by the US Treasury Department's US Treasury Office of Foreign Asset Control ("OFAC") or listed as a "Specially Designated National," a "Specially Designated Global Terrorist," a "Blocked Person," or similar restrictive designation under the OFAC sanctions regime.

3 The representations and warranties and covenants set out in this Agreement are continuous in nature and shall be deemed to have been given by each party at execution of this Agreement and at all times thereafter.

F. LIMITATION OF WARRANTY. Except as expressly warranted herein, to the fullest extent permitted by law neither party makes any, and Affiliate acknowledges that Expedia has not made any,
and hereby specifically disclaims any, representations or warranties, conditions or other terms express or implied, whether implied by statute, common law, custom, collaterally or otherwise regarding the Website, if any, including, but not limited to any implied warranty of satisfactory quality, merchantability or fitness for a particular purpose.

G. INDEMNIFICATION. Affiliate shall, at its expense and Expedia's request, defend any third party claim or action brought against Expedia, and Expedia Group Members and related companies, and all of their respective directors, officers, employees, licensees, agents and independent contractors: (i) arising out of or related to Affiliate's use of the Affiliate Account; (ii) arising out of or related to the information submitted by Affiliate to the Website; (iii) arising out of or related to any breach of Clause A above or the Supplementary Agreement; (iv) arising out of or related to any handling by Affiliate of data, records and information under Clause A above; (v) arising, directly or indirectly, from or in connection with the fraudulent use of credit cards as set out in Clause A above; (vi) arising from any claim that, if true, would constitute a breach of a Affiliate warranty, representation or covenant set forth in this Agreement; (all such claims collectively being "Affiliate Claims") and Affiliate shall indemnify and hold Expedia and Expedia Group Members and related companies harmless from and against any costs, damages and fees reasonably incurred by Expedia and Expedia Group Members, including but not limited to fees of legal advisers (on a solicitor-client basis) and other professionals, that are attributable to such Affiliate Claims. Expedia shall have the right to approve the counsel selected by Affiliate for defence of Affiliate Claims. Expedia shall provide Affiliate reasonably prompt notice in writing of any such Affiliate Claims and provide Affiliate with reasonable information and assistance, at Affiliate's expense, to help Affiliate to defend such Affiliate Claims. Affiliate shall not have any right, without Expedia's written consent, to settle any such claim if such settlement arises from or is part of any criminal action, suit or proceeding or contains a stipulation to or admission or acknowledgment of, any liability or wrongdoing (whether in contract, tort or otherwise) on the part of Expedia or Expedia Group Members or otherwise requires Expedia or Expedia Group Members to take or refrain from taking any material action (such as the payment of fees).

H. LIMITATION OF LIABILITY. EXCEPT FOR A PARTY'S LIABILITY FOR THIRD PARTY CLAIMS AS SPECIFIED IN CLAUSE G OR EITHER PARTY'S BREACH OF CLAUSE I OR AFFILIATE'S BREACH OF CLAUSE A4, TO THE FULLEST EXTENT PERMITTED BY LAW IN NO EVENT SHALL EITHER PARTY OR ITS GROUP MEMBERS BE LIABLE TO THE OTHER PARTY OR ITS GROUP MEMBERS FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY NATURE ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF SUCH PARTY SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING SHALL APPLY REGARDLESS OF THE NEGLIGENCE OR OTHER FAULT OF EITHER PARTY AND REGARDLESS OF WHETHER SUCH LIABILITY SOUNDS IN CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR ANY OTHER THEORY OF LIABILITY. UNDER NO CIRCUMSTANCES SHALL EXPEDIA AND/OR EXPEDIA GROUP MEMBERS BE LIABLE TO AFFILIATE OR ANY THIRD PARTY FOR: (I) ANY DAMAGE RESULTING FROM AN ERROR OR INTERRUPTIONS OF THE PROVISION OF THE WEBSITE; OR (II) AN AMOUNT GREATER THAN THE AGGREGATE AMOUNTS PAID BY EXPEDIA. NOTHING IN THIS AGREEMENT LIMITS EITHER PARTY'S LIABILITY FOR: (A) PERSONAL INJURY OR DEATH CAUSED BY NEGLIGENCE; OR (B) FRAUD.
I. CONFIDENTIALITY; MEDIA COMMUNICATIONS, DATA PROTECTION

1. In performing their obligations under this Agreement, Expedia and Affiliate will each disclose to the other confidential and proprietary information. The parties agree that the recipient of any such confidential or proprietary information of the other party will use such confidential information solely for the purposes for which it is provided by the other party, will not disclose such confidential information to any third party, and will protect such confidential information from unauthorized use and disclosure; provided, that the foregoing obligations will not apply to any (i) information that becomes generally publicly available through no fault of the recipient, (ii) information that the recipient obtains from a third party (other than in connection with this Agreement); (iii) information that is independently developed or acquired by the recipient; (iv) disclosure with the prior written consent of the disclosing party; or (v) disclosures which are required by applicable law. Notwithstanding the foregoing, the recipient may disclose such confidential information if required by any judicial or governmental request, requirement or order; provided that the recipient will take reasonable steps to give the disclosing party sufficient prior notice in order to contest such request, requirement or order. For the purposes of this Agreement, any entity that controls, is controlled by or is under common control with a party will not be considered a third party.

2. Affiliate shall not release to the public any press release or other communication to the press and/or public regarding this Agreement without Expedia's prior written consent.

3. In this Clause 13 the terms "personal data" and "data controller" shall have the meanings given to them in the Data Protection Act 1998. The parties agree that Affiliate shall be the data controller of any Customer personal data which it obtains and Expedia shall be the data controller of any Customer personal data which is submitted through the Affiliate Account to Expedia. The parties agree that Expedia and/or each Expedia Group Member shall process any and all personal information that it receives and processes pursuant to this Agreement only for the purposes of performing this Agreement, in connection with fulfilling any of its regulatory responsibilities, and as otherwise set out in the Privacy Policy set out on the Website. Affiliate shall ensure that it has obtained the relevant consents and permissions from Customers and their travelling companions in order to allow Expedia and/or the relevant Expedia Group Member to process such persons personal data in accordance with this Clause. Affiliate shall at all times act in accordance with applicable law in respect of such personal data. Each party shall implement appropriate technical and organizational security measures to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access. Such measures will be no less stringent as a party generally applies to its own data of similar nature.

J. GENERAL

1. Governing Law; Venue; Legal Fees. This Agreement shall be construed and controlled by the laws of England and Wales, and each party further consents to the exclusive jurisdiction of the courts of England and Wales. Process may be served on either party by first class mail, postage prepaid, or by hand.
2 Force Majeure. If the performance of this Agreement or any obligation hereunder is prevented, restricted or interfered with by any act or condition whatsoever beyond the reasonable control of the affected party, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance, except for the making of payments hereunder, to the extent of such prevention, restriction or interference.

3 Effect of Economic Conditions. In the event Expedia deems, in Expedia's sole discretion, that military or terrorist action or extraordinary political, economic, or other conditions or occurrences beyond Expedia's control significantly impact the travel business, Expedia's businesses, access or navigation to Expedia from Affiliates website(s), Expedia may, at any time, suspend performance (in part or whole) of any or all of the terms and conditions of this Agreement, suspend payment due hereunder (in part or whole) or terminate the Agreement (in part or whole), at Expedia's sole discretion. Expedia shall provide Affiliate with written notice five (5) days prior to the effective date of such suspension or termination.

4 Notices; Requests. Subject to Part 2 and Clause A3 above, all notices and requests in connection with this Agreement may be sent by electronic mail. Correctly addressed notices sent by electronic mail shall be deemed to have been received instantaneously on transmission. Notices and requests shall be addressed to Affiliate as per the electronic mail address details submitted when applying for access to the Programme and to Expedia as follows: taexpediauk@expedia.com or to such other address as Expedia designates by written notice to Affiliate. The parties acknowledge and agree that Expedia may archive an electronic copy of the fully executed Agreement, and further agree that any request made to Expedia for a copy of this Agreement may be fulfilled in electronic form.

5 Assignment. Neither party may assign, transfer, subcontract, novate or create a trust in respect of this Agreement, or any portion thereof, to any third party unless the other party expressly consents to such assignment in writing; provided, however, that Expedia may assign its rights and/or novate obligations under this Agreement to an Expedia Group Member without obtaining further consent from Affiliate. Any attempted assignment, transfer, etc. in violation of this Clause J5 shall be null and void. For the purposes of this Agreement, a merger, consolidation, or other corporate reorganization, or a transfer or sale of a controlling interest in a party's stock, or of all or substantially all of its assets shall not be deemed to be an assignment. However, in the event that Affiliate becomes acquired by or falls under the control of any person reasonably considered by Expedia to be a competitor, then Expedia shall be entitled to terminate this Agreement immediately on written notice. Subject to the limitations set forth herein, this Agreement will inure to the benefit of and be binding upon the parties, their successors, administrators, heirs, and permitted assigns.

6 Severability. In the event that any provision of this Agreement is found invalid or unenforceable pursuant to judicial decree or decision, the remainder of this Agreement shall remain valid and enforceable according to its terms. The parties intend that the provisions of this Agreement be enforced to the fullest extent permitted by applicable law. Accordingly, the parties agree that if any provisions are deemed not enforceable, they shall enter into good faith discussions on the modifications which might be necessary to make them enforceable.
7 **Entire Agreement; No Offer.** The parties agree that this Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, merges all prior and contemporaneous communications and supersedes and extinguishes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature, whether in writing (electronic or other medium) or oral, relating to such subject matter save for fraudulent misrepresentations. Neither this Agreement nor any written or oral statements related hereto constitute an offer, and this Agreement shall not be legally binding until accepted by Expedia. The parties agree that the terms of Regulation 9, paragraphs (1) and (2) and Regulation 11 of the Electronic Commerce (EC Directive) Regulations 2002 (SI 2002/2013) shall not apply to the Agreement. Nothing in this Clause J7 shall limit liability for fraud.

8 **Modification.** Notwithstanding any stipulations contained in this Agreement, Expedia may amend or change this Agreement at any time. Expedia will provide to Affiliate such amended terms by e-mail or other means. In such cases where the Affiliate accepts the amended terms, such terms shall become effective upon receipt of the acceptance by Expedia. If Affiliate does not within four (4) weeks from successful dispatch of such e-mail or receipt of other notification object to such amended terms, such terms shall be deemed bindingly agreed between the Parties and thus amend this Agreement accordingly. In the event Affiliate objects, Expedia may terminate this Agreement by notice in writing.

9 **Relationship of the Parties; Independent Contractors.** Each party is an independent contractor, and nothing contained in this Agreement shall be construed to create or imply a joint venture, mandate, partnership, principal-agent or employment relationship between the parties. No party shall take any action or permit any action to be taken on its behalf which purports to be done in the name of or on behalf of the other and neither shall have any power or authority to bind the other or to assume or create any obligation or responsibility express or implied on the other’s behalf or in its name, nor shall either represent to any one that it has such power or authority.

10 **Third Parties.** Save for enforcement of Clauses I and J of this Agreement by Expedia’s Group Members, and the rights of the CAA and the Trustees of the Air Travel Trustees to enforce Agency Term 9 in the Supplementary Agreement, no provision of this Agreement shall be enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

11 **Waiver.** In no event shall any delay, neglect or forbearance on the part of any party in enforcing (in whole or in part) any provision of this Agreement be or be deemed to be a waiver of any other provision or shall in any way prejudice the right of that party under this Agreement.
PART 2 - FEES AND PAYMENT TERMS FOR EXPEDIA TRAVEL AGENCY PROGRAMME AFFILIATES.

A. FEE STRUCTURE.

1 Marketing Fees. In consideration for the marketing services provided by Affiliate in accordance with this Agreement, and subject to Clause A2 below, Expedia shall pay Affiliate Marketing Fees on Transactions which are completed, stayed or consumed by the Customer ("Consumed Transactions") during the Term on either a flat fee or percentage of Gross Transaction Value (as defined below) basis for each type of Consumed Transaction as set out below (the "Marketing Fees"). For the purpose of this Agreement, "Gross Transaction Value" or "GTV" means, for each Consumed Transaction, the total price (including taxes and fees) actually paid by Customers to Expedia or an Expedia Group Member on whose behalf Affiliate has directly effectuated the Transaction with Expedia and that Transaction is deemed to be a Consumed Transaction by Expedia. For the avoidance of doubt, Marketing Fees will only be paid on Consumed Transactions.

1.1 Expedia Special Rate Hotel. Expedia will pay Affiliate ten percent (10%) of the GTV.

1.2 Expedia Easy Manage Hotel (EEM). Expedia will pay Affiliate seven percent (7%) of the GTV.

1.3 Other Hotel. Expedia will pay Affiliate two percent (2%) of the GTV.

1.4 Flight. Expedia will pay Affiliate one percent (1%) of the GTV.

1.5 Car. Expedia will pay Affiliate ten percent (10%) of the GTV.

1.6 Destination Services. Expedia will pay Affiliate ten percent (10%) of the GTV.

1.7 Packages. Expedia will pay Affiliate five percent (5%) of the GTV for packages which comply with the following conditions. For the Marketing Fees only, a Package shall comprise any booking of hotel plus car, hotel plus flight or flight plus car in the purpose of defining same Transaction. A minimum of 3 Nights hotel must be included in the package for the package to comply. If less than 3 nights’ hotel stay or 3 days’ car hire are booked, Expedia will pay Affiliate three percent (3%) of the GTV.

2 Marketing Fee Conditions. Affiliate acknowledges and accepts that the following terms shall apply to the calculation of Marketing Fees.

2.1 Marketing Fees for a Consumed Transaction shall be payable to Affiliate only where Affiliate effects a Transaction on behalf of a Customer and that Transaction is deemed by Expedia to be a Consumed Transaction;

2.2 Marketing Fees shall not be due to Affiliate for Transactions where the Affiliate has failed or refused to enter the correct Affiliate Tracking Code;
2.3 Marketing Fees shall only be paid in relation to Consumer Transactions that were booked through the Website. For the avoidance of doubt, the marketing Fee shall not be payable by Expedia in relation to any bookings made or transactions effect through any other "Expedia" branded website;

2.4 Marketing Fees shall not be paid on cancelled, or no-stay Transactions;

2.5 Marketing Fees shall be subject to taxation in accordance with this Part 2;

2.6 Marketing Fees shall not be paid on any Transactions for Expedia Special Rate Hotels or Other Hotels where the accommodation provider operates under the 'Disney’ brand or such other brands as Expedia shall notify Affiliate in writing from time to time, such notice being provided in accordance with the notice procedure set out in Clause A3 during the term of this Agreement;

2.7 Affiliate must cooperate fully, and provide Expedia with all reasonable assistance as requested by Expedia, in connection with any investigation by Expedia into suspected Transaction fraud.

3 Variation of Marketing Fee Rates. Affiliate acknowledges and agrees that Expedia may, from time to time in its sole discretion and without requiring the further consent of Affiliate, vary the Marketing Fees set out in Clause A1. If Expedia makes such a variation it shall notify Affiliate of its decision in writing (which notification may be by email or by a notice displayed on the Website). If Expedia makes such a notification, the new rates of Marketing Fees shall apply from the first day of the next calendar month following the month in which any such notification is made by Expedia.

4 Expedia Special Rate Products. The Parties anticipate, and shall use all reasonable endeavours to secure, that Expedia and/or an Expedia Group Member shall be treated as the supplier to the customer of Expedia Special Rate Hotels or Car for VAT purposes. Affiliate shall not do any act or omit to take any action which may reasonably be expected to lead to any tax authority adopting the view that Affiliate is the supplier to Customer of the following travel products and services: Expedia Special Rate Hotels or Car (collectively the "Expedia Special Rate Products"). In particular, Affiliate shall not account to any tax authority for VAT on the basis that it is the supplier to the customer of Expedia Special Rate Products and Affiliate further agrees that any payments which it collects in relation to Expedia Special Rate Products are collected on behalf of Expedia and/or an Expedia Group Member and it shall account in its records for such payments as such. Affiliate shall not issue invoices which expressly or implicitly state that Affiliate is making a supply of any Expedia product, whether on a standalone basis or as part of a package, to the Customer.

B. PAYMENTS.

1 Timing of Payment. During the Term, within thirty (30) days after the end of each calendar month during which Affiliate facilitated any Transactions or realized Consumed Transactions, Expedia or its reporting agent shall furnish Affiliate with a statement of: (i) any amount due to Affiliate by way of Marketing Fees in relation to Consumed Transactions; (ii) the GTV of Transactions facilitated in the prior calendar month which are not considered to be Consumed Transactions; and (iii) the stay date for Transactions facilitated which have not yet been consumed. For the avoidance of doubt, Marketing
Fees shall only be paid on Consumed Transactions. Save as provided in this Clause B1, Expedia or its reporting agent shall remit all Marketing Fees payments owed to Affiliate by means of electronic transfer to Affiliate’s bank account as submitted when applying for access to the Program or as otherwise indicated from time to time, in writing by Affiliate. Whilst Marketing Fees will continue to accrue, Expedia will not remit payment in any calendar month unless the amount of Marketing Fees accrued is at least £50 (fifty pounds Sterling), provided that in the calendar month ending on the last day of December Expedia shall remit payment of all Marketing Fees then accrued during the year regardless of amount. Expedia may withhold Marketing Fees due to Affiliate under the Agreement and credit such amounts payable towards offsetting or recouping any amounts owed by Affiliate as a result of the payment in error by Expedia of Marketing Fees on prior Transactions which are subject to Clause B 2. Expedia may also withhold Marketing Fees due to Affiliate under the Agreement pursuant to Clause D 4.

2 Invalid Transactions. Expedia shall be entitled to immediate annulment and (where applicable) repayment of Marketing Fees relating to "Invalid Transactions." An Invalid Transaction shall be a Transaction which in whole or in part: (i) is cancelled; (ii) is, in Expedia’s reasonable opinion, fraudulent; (iii) results in a chargeback for any reason (including, without limitation, fraud, duplicated or other errors in payment processing or a credit not processed); or (iv) relates to any conduct of Affiliate which breaches this Agreement.

C. TAXATION LIABILITY. Notwithstanding any other provision to the contrary herein, Affiliate shall be responsible for any and all taxes, duties and impositions imposed on Affiliate resulting from this Agreement, including interest and penalties thereon and additions thereto.
D. VAT AND WITHHOLDING TAX

1. It is the current understanding of the parties that the Marketing Fees set out in Schedule 1 are not chargeable to VAT in the EU.

2. All sums payable or deemed to be payable by Affiliate to Expedia or an Expedia Group Member under this Agreement shall be deemed to be exclusive of any VAT chargeable on the supply or supplies for which such sums are the consideration for VAT purposes. An amount equal to such VAT shall in each case be paid by Affiliate to Expedia or the relevant Expedia Group Member. All sums payable or deemed to be payable by Expedia or an Expedia Group Member to Affiliate under this Agreement shall be deemed to be inclusive of any VAT chargeable on the supply or supplies for which such sums are the consideration for VAT purposes.


4. Withholding Taxes. Affiliate shall deliver to Expedia, prior to receipt of any payments hereunder, a duly completed and signed copy of Form W-8BEN, a copy of which is contained in Schedule 2, or other appropriate documentary evidence satisfactory to Expedia, to establish that Affiliate is not subject to United States income tax withholding. Affiliate shall promptly notify Expedia of any change in circumstances which would cause Affiliate to be subject to United States income tax withholding. Such form shall be kept on file at Expedia. Affiliate shall provide Expedia with an updated version of Form W-8BEN or other appropriate documentary evidence satisfactory to Expedia every three years and shall promptly notify Expedia of any circumstance that impacts the validity of the information previously provided. If Affiliate does not comply with its obligations under this Clause D4, Expedia shall be entitled to either withhold all and any payments due to Affiliate under the Agreement until a duly completed and signed copy of Form W-8BEN or updated Form W-8BEN has been received by Expedia, in the medium requested by Expedia or deduct and withhold on any payment to the Affiliate in order to comply with its obligations under to U.S. tax laws. All amounts withheld by Expedia pursuant to this Clause D4 shall be treated as paid to the Affiliate for purposes of Clause A1 of this Part 2.
PART 3 - GUIDELINES FOR EXPEDIA TRAVEL AGENCY PROGRAMME AFFILIATES

Under the Programme, Affiliate acts as a service provider to Expedia in return for a Marketing Fee.

In order to participate in the Programme, Affiliate must adhere to these Guidelines and any other direction issued by Expedia from time to time:

1. Affiliate and its employees must not represent itself as acting as an agent for or on behalf of Expedia or any Expedia Group Member (except in the limited sense of “agent” as used in the ATOL Regulations).

2. Affiliate must not create or use any advertising or other promotional materials in relation to the Programme except those provided, or expressly approved in writing, by Expedia or an Expedia Group Member.

3. Affiliate must not act in such a way which states or implies that Affiliate is the entity providing Expedia Special Rate Products to Customers, including but not limited to:

   a. Invoicing: Affiliate must not issue invoices or other documents to the Customer in relation to Expedia Special Rate Products which state or imply that Affiliate is the seller of the product to the Customer;

   b. Taking payment: where the Customer pays Affiliate for the Expedia Special Rate Products (rather than paying directly by credit card through the Website), Affiliate must notify the Customer that Affiliate is taking that payment on behalf of Travelscape LLC and not on Affiliates own behalf. Where possible Affiliate should state this on any receipt Affiliate provides to the Customer in relation to their payment for an Expedia Special Rate Product;

   c. Accounting for payment: where the Customer pays Affiliate for Expedia Special Rate Products rather than paying directly by credit card through the Website, the accounting treatment of the payments received by Affiliate from the Customer must reflect the fact that the payments are not income of Affiliate’s travel agency or Affiliate itself; and

   d. Affiliate must not account for VAT to the tax authorities on any amounts Affiliate receives from Customers as payment for Expedia Special Rate Products; and

   e. Affiliate must advise Customers that they are contracting with Travelscape LLC or the underlying service providers when entering into transactions on the Website through Affiliate.

4. If Affiliate opts to collect a Booking Fee from Customers, Affiliate must make clear to the Customer that the Booking Fee is:

   a. distinct from the cost of travel products and services booked on www.expedia.co.uk; and

   b. payable to Affiliate and not to Expedia.
5. Affiliate shall notify Expedia of all Customer complaints relating to the VAT treatment of Expedia Special Rate Products, and must not attempt to deal with such complaints itself.

6. Affiliate must notify Expedia of any enquiries from the tax authorities or other government agencies about the Offline Travel Agent Affiliate Program or the Expedia Special Rate Products or any other travel products or services on which Marketing Fees are paid under the Program, and Affiliate must provide Expedia with the opportunity to review/contribute to any response Affiliate make to such enquiries.

7. Affiliate must not say anything harmful, and must not do anything or omit to do anything which, in Expedia’s reasonable opinion, may adversely affect Expedia’s brand or the reputation of Expedia or Expedia’s goodwill.

8. Affiliate must not misrepresent any of the terms of the contract relevant to services being provided by Expedia including product descriptions.

9. Affiliate must provide Customers with the General Terms and Conditions of Booking in relation to the product prior to concluding the contract with the Customer and therefore prior to receiving the payment from the Customer. Affiliate may do this by providing the Customer with a copy of the General Terms and Conditions of Booking printed directly from the Website, or by incorporating the exact wording of the General Terms and Conditions of Booking into Affiliate's own materials which Affiliate provides to the Customer.

10. Affiliate must provide to the Customer any other information required by law or industry regulation prior to the Customer concluding the contract.

11. Affiliate must not discriminate against Expedia as against other or travel providers.

12. Affiliates must always opt-out of the travel insurance provided with bookings.

13. Affiliates shall not take advantage of Customer Incentives which may be offered on the Website or other websites made available by Expedia and/or Expedia Group Members for their own use and enjoyment. Where Customer Incentives are made available in relation to a particular Transaction, Affiliate shall notify the Customer that this Customer Incentive is available and assist the Customer in taking advantage of the Customer Incentive should the Customer desire to do so.
Schedule 1

SAMPLE BOOKING FORM

ITINERARY NUMBER:

Name of Customer:

Customer address and telephone number:

Details of party travelling with Customer (number, names):

Booking Fee charged by [name of Agency]: [ £ amount]

Cancellation policy relating to travel booked:

I, [print Customer name], have read, understand and agree to the:

   Expedia General Terms and Conditions of Booking;

   Cancellation Policy and

   Privacy Policy,

which apply to the travel I have booked using www.expedia.co.uk.

Signature of Customer

Date of booking
Schedule 2

SUBSTITUTE FORM W-8BEN

CERTIFICATE OF FOREIGN STATUS OF BENEFICIAL OWNER FOR UNITED STATES TAX WITHHOLDING

Purpose:

US companies are generally required to withhold tax at 30% on payments made to non-US vendors. An exception applies in the case of payments made to non-US vendors for services performed outside the US so long as the vendor does not have a US trade or business or an otherwise taxable US presence connected with the underlying payment.

Please use this Form to certify that no US withholding taxes are required on the payments you received from Expedia, Inc. or its affiliates ("Expedia"). Note that this Form is NOT filed with the Internal Revenue Service. It is for Expedia's internal records only.

Do not use this form if you are: A foreign partnership; a foreign simple trust, or a foreign grantor trust A foreign government, international organization, foreign central bank of issue, foreign tax-exempt organization, foreign private foundation; or government of a U.S. possession that received effectively connected income or that is claiming the applicability of section(s) 115(2), 501(c), 892, 895, or 1443(b) (see instructions) A person acting as an intermediary A person claiming that income is effectively connected with the conduct of a trade or business in the United States

Name of individual or organization

Country of incorporation or organization

Type of beneficial owner

- Individual - Corporation - Other

Permanent Residence (street, apt. or suite no., or rural route)

City or town, State or province. Include postal code where appropriate.

Country (do not abbreviate)

Under penalties of perjury, I declare that I have examined the information on this form and to the best of my knowledge and belief it is true, correct, and complete. I further certify under penalties of perjury that:

1. I am the beneficial owner (or am authorized to sign for the beneficial owner) of all the income to which this form relates,

2. The beneficial owner is not a U.S. person,
3 The income to which this form relates is (a) not effectively connected with the conduct or a trade or business in the United States, (b) effectively connected but is not subject to tax under an income tax treaty, or (c) the partner’s share of a partnership’s effectively connected income, and

4 For broker transactions or barter exchanges, the beneficial owner is an exempt foreign person as defined in the instructions.

Furthermore, I authorize this form to be provided to any withholding agent that has control, receipt, or custody of the income of which I am the beneficial owner or any withholding agent that can disburse or make payments of the income of which I am the beneficial owner.

Signature:

Name:

Title/Position (if applicable) (or acting in the capacity as):

Date:
SUPPLEMENTARY AGREEMENT

AGREEMENT BETWEEN AFFILIATE AND EXPEDIA, INC. (ATOL NUMBER 5788) APPOINTING AFFILIATE AS EXPEDIA’S AGENT PURSUANT TO ATOL REGULATIONS 12 AND 22.

The definitions used in this agreement have the same meaning as those used in the ATOL Regulations.

Duration of Agreement: Agency Terms 3, 5, 8 and 9 of this Supplementary Agreement remain binding on Affiliate even if Expedia has failed to comply with them.

Extent of obligations: The obligations of all parties to this agreement extend only to the parties’ conduct in respect of Licensable Transactions.

Priority of Agency terms published by CAA: Pursuant to AST2.2 and Agency Term 1 no agency term negotiated between the principal ATOL holder and the agent may contradict or purport to contradict the CAA’s mandated terms and any that do so will be void.

Agency Term 1

By making available flight accommodation to consumers in the capacity of an agent, in accordance with ATOL Regulations 9, 10 and 12 Affiliate is deemed to have agreed to the terms of the written agency agreement between Expedia and its agent.

The terms of the agency agreement include terms mandated by the CAA to be agreed between Principal ATOL holders and agents for Principal ATOL holders making available flight accommodation as agents of that Principal ATOL holder. Principal ATOL holders and agents cannot agree, whether in writing, by conduct or otherwise, any terms which contradict, or purport to contradict the terms managed by the CAA.

Affiliate must keep a copy of this Agreement for the period it is in force and for 12 months after it expires or is terminated.

Agency Term 2

2.1 Affiliate must comply with all the terms of ATOL Standard Term 1 (“AST1”, set out below) as if they applied directly to Affiliate (save that Affiliate should use Expedia’s name and ATOL number where relevant rather than its own).

The parts of AST1 that apply to Affiliate are set out below (for the avoidance of doubt AST1.8-AST1.10 do not apply to Affiliate):

AST1.1

*The ATOL holder must ensure that:*

(a) the name shown on its ATOL (or a trading name notified to the CAA), its ATOL Number and the ATOL Logo; and
(b) the statement

“All the flights and flight-inclusive holidays [in this brochure] [on this website – as appropriate] are financially protected by the ATOL scheme. When you pay you will be supplied with an ATOL Certificate. Please ask for it and check to ensure that everything you booked (flights, hotels and other services) is listed on it. Please see our booking conditions for further information or for more information about financial protection and the ATOL Certificate go to: http://www.atol.org.uk/ATOLCertificate”

is stated clearly on all publicity material (including websites and brochures).

AST1.2

If some products listed in publicity material (including websites and brochures) are not ATOL protected, then the following statement should be stated clearly on all publicity material:

“Many of the flights and flight-inclusive holidays [in this brochure] [on this website – as appropriate] are financially protected by the ATOL scheme. But ATOL protection does not apply to all holiday and travel services listed [in this brochure/on this website]. Please ask us to confirm what protection may apply to your booking. If you do not receive an ATOL Certificate then the booking will not be ATOL protected. If you do receive an ATOL Certificate but all the parts of your trip are not listed on it, those parts will not be ATOL protected. Please see our booking conditions for information, or for more information about financial protection and the ATOL Certificate go to: http://www.atol.org.uk/ATOLCertificate”

AST1.3

ATOL holders that advertise ATOL protected products in broadcast media (television/radio/cinema etc.) must, unless the CAA agrees an alternative that achieves equivalent consumer clarity, ensure that the advert contains audible words “ATOL protected” and that the ATOL protected logo and ATOL number are shown during the broadcast.

AST1.4

The ATOL holder must ensure that the consumer is appropriately advised of: (a) the ATOL holder’s name, or its trading name notified to the CAA; and

(b) the fact that the booking is authorised under the ATOL holder’s ATOL number and is protected under the ATOL scheme, as set out in the ATOL Certificate to be supplied,

immediately before it enters into a contract for a Licensable Transaction but after the consumer has chosen a flight and all other elements to be purchased. In this AST a consumer has chosen a flight when the date, origin, destination, time, airline operator (and flight number where known) of each flight have been determined.

AST1.5

The ATOL holder must ensure that:

(a) the terms and conditions upon which the ATOL holder (or its agent or AB member on its behalf) enters into a Licensable Transaction;

(b) the terms and conditions which the ATOL holder (or its agent or AB member on its behalf) holds out as terms upon which it will enter into a Licensable Transaction; and

(c) any receipts or invoices supplied by the ATOL holder, its agent or its AB member for a Licensable Transaction; each contain the ATOL holder’s name as shown on its ATOL (or trading name notified to the CAA), ATOL Number and a statement in the following form:
“Your Financial Protection When you buy an ATOL protected flight or flight inclusive holiday from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong.”

If an ATOL holder produces a receipt for money paid by a consumer the ATOL holder must identify which part of that money is protected and which, if any, is not.

AST1.6

(a) Where the information entered on an ATOL Certificate changes more than 72 hours before the consumer is due to depart from the UK, the ATOL holder must (and the ATOL holder must ensure its agents and AB members) supply a new ATOL Certificate containing the up to date information to the consumer as soon as possible and update this information on its business systems.

(b) Where the information entered on an ATOL Certificate changes less than 72 hours before the consumer is due to travel the persons in (a) must update and record those changes on their business systems.

AST1.7

Where the ATOL holder has a contractual or statutory obligation (including as a Flight-Plus arranger) to provide a flight (and where applicable other travel services) to a consumer whether concluded direct or through an agent or AB member, the ATOL holder must ensure the terms of its agreement with its consumer require the consumer to accept and agree that, if the ATOL holder fails, services to be provided by the ATOL holder pursuant to a Licensable Transaction may, with the CAA’s prior agreement, be provided by another ATOL holder or the consumer may be required to claim a refund under the ATOL scheme by including in its terms of business with consumers the term that:

“We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable).”

AST 1.7A2

Other than the clause required as set out in AST1.7A, the ATOL holder must not include a clause in its terms of its agreement with consumers that enables, or purports to enable, the ATOL holder to transfer its obligations to consumers in respect of a Licensable Transaction to another person (whether or not that person is an ATOL holder) without the prior agreement of the CAA.

AST1.7B

Where the ATOL holder has a contractual or statutory obligation (including as a Flight-Plus arranger) to provide a flight (and where applicable other travel services) to a consumer whether concluded direct or through an agent or AB member, the ATOL holder must ensure the terms of its agreement with its consumer require the consumer to accept and agree that, if the ATOL holder fails and the consumer receives a payment or benefit under the ATOL scheme, then receipt of such payment or benefit from the Trustees of the Air Travel Trust is in return for assignment absolutely of the consumer’s claim against the ATOL holder by including in its terms of business with consumers the term that:

“If we, or the suppliers identified on your ATOL Certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel
Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.”

AST1.11

An ATOL holder that sells a package (whether direct or via an agent or AB member) must produce a ‘Confirmation’. The Confirmation must contain:

- Lead name
- Flight times
- Flight numbers
- Departure and arrival airports
- Name of air carrier (i.e. airline)
- Name and location of accommodation
- Other ground arrangements e.g. car hire, transfer, tours, entrance tickets
- Total price of package
- The unique reference number of the relevant ATOL Certificate

Where an ATOL holder sells a package via an agent or AB member, whether or not that agent or AB member arranges a Flight-Plus incorporating that package, the ATOL holder must supply the Confirmation to Affiliate or AB member, who must supply it to the consumer.

The Confirmation must be sent to the consumer in order that it is received within 3 days of payment by the consumer being accepted.

AST1.12

If any of the information on the ‘Confirmation’ changes the ATOL holder must produce a revised Confirmation which must be received by the consumer as soon as possible. The Confirmation must make it clear that it is a revised Confirmation.

AST1.13

ATOL holders must ensure that it is a term of their agreement with their consumer that:

(a) money accepted by their agent or AB member from the consumer is held by that agent or AB member on behalf and for the benefit of the Trustees of the Air Travel Trust at all times, but subject to Affiliate or AB member’s obligation to pay it to the ATOL holder for so long as the ATOL holder does not fail; and

(b) if the ATOL holder fails, any money held at that time by Affiliate or AB member, or subsequently accepted from the consumer by their agent or AB member, is and continues to be held by that agent or AB member on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation to pay that money to the Supplier/ Principal ATOL holder ATOL holder.

2.2 Affiliate must at all times identify the selling, protecting Principal ATOL holder on all publicity material (including websites and brochures) that identify a flight or flight inclusive package or Flight-Plus which Affiliate is holding out it can make available to consumers.

2.3 If Affiliate produces a receipt for money paid by a consumer Affiliate must identify which part of that money is protected by Expedia’s ATOL and which, if any, is not.
Agency Term 3

Affiliate will, if requested by the CAA, report to Expedia the unique reference number of each ATOL Certificate supplied by it, along with the corresponding Principal ATOL holder’s reference number, where it acts as agent for Expedia and where the transaction with the consumer was a Flight-Only or a package. If requested to do so by the CAA at any time, and including after the failure of Expedia, Affiliate will provide this information to the CAA.

Agency Term 4

Affiliate will provide any information requested by Expedia necessary to enable Expedia to comply with the ATOL Standard Terms or any term of its ATOL.

Agency Term 5

Any payment received by Affiliate from consumers, for services owed by Expedia to the consumer, is received and held by Affiliate on behalf of and for the benefit of the Trustees of the Air Travel Trust but subject to Affiliate’s right and obligation to make payment to Expedia for so long as Expedia does not fail. If Expedia fails Affiliate confirms it will continue to hold consumer payments on behalf of the Trustees of the Air Travel Trust and without any right or obligation to pay the same to Expedia.

Agency Term 6

Where Affiliate makes available a package as agent of a Principal ATOL holder, Affiliate must obtain a Confirmation (see AST1.11 above) from Expedia and pass it immediately to the consumer by the specified method.

Where Affiliate receives any revised Confirmation from Expedia, it will immediately pass it to the consumer by the specified method.

Note: The specified method means:

(a) in the case of a person who is present, providing the Confirmation to that person at the time such payment is made;

(b) in the case of a person who is not present, immediately sending to that person the Confirmation by email or some other equivalent electronic means; or

(c) in the case of a person who makes a booking by telephone, either the method specified in sub-paragraph (b) or immediately posting the Confirmation to that person.

Agency Term 7

When accepting payments in respect of transactions for which Affiliate would need an ATOL to transact if Affiliate were not Affiliate of Expedia, Affiliate may only accept payment from consumers as defined in the ATOL Regulations 2012.
Agency Term 8

Immediately upon the failure of Expedia, Affiliate will provide the CAA with information on:

(a) money paid to it by consumers, in respect of services to be provided for future travel by Expedia to consumers, and

(b) the ATOL Certificate unique reference numbers issued by that agent which apply to that failed ATOL holder, in a form acceptable to the CAA

Agency Term 9

The rights of the CAA and the Trustees of the Air Travel Trust to enforce any obligations under this agreement on either party are not excluded. For the avoidance of doubt, they may be enforced by the CAA and the Trustees of the Air Travel Trust.

Agency Term 10

Affiliate is not permitted to appoint a sub-agent to perform its obligations as an agent of Expedia on Affiliate’s behalf.

Agency Term 11

If a new or revised Schedule of Agency Terms is published by the CAA in its Official Record Series 3 those new or revised terms will immediately take effect as terms of the agency agreement between Expedia and Affiliate.

Agency Term 12

If Expedia fails to comply with its obligations to a consumer and by reason thereof the Affiliate incurs a liability or obligation to the consumer, the Affiliate shall be indemnified by Expedia against all consequences following from such a failure.