

## BYWAY AGENCY AGREEMENT

## BESPOKE TERMS

This Agreement sets out the terms upon which Byway and the Agency (individually referred to as a "Party" or collectively, the "Parties") will work together. The Agreement is made up of these Bespoke Terms, Byway's General Supplier Terms and any other documents referenced in them.

## BACKGROUND

- A. The Company is in the business of providing flight-free travel-package holidays, accommodation-only and transport-only holidays, and the provision and development of dynamic packaging technology that creates flight-free holidays online.
- B. The Company now wishes to appoint the Agent as its non-exclusive agent for the promotion and sale of its Packages (as defined below) within the United Kingdom on the terms and conditions of this Agreement.

<b>EFFECTIVE DATE</b> Date of this Services Agreement	<i>Date of last signature</i>
<b>COMMENCEMENT DATE</b> Date of this Agency Agreement	<i>Date of last signature</i>

<b>AGENCY DETAILS</b>	
Agency name	
Country of registration	
ABTA membership number or other consumer protection membership number (please state)	
Registered address	
Are you a member of a consortia? If so, which one?	
Contact person	<b>Name:</b> <b>Telephone:</b> <b>Email address:</b>
Data privacy contact	<b>Name:</b> <b>Telephone:</b> <b>Email address</b>

<b>BYWAY DETAILS</b>	
Company name	BYWAY TRAVEL LIMITED (" <b>Company</b> ")
Country of registration	England and Wales
Registration number	12528990

Registered address	International House, 45-55 Commercial Street, London, England, E1 6BD
Contact person	<b>Name:</b> Paul Conroy <b>Email address:</b> paul@byway.travel
Data privacy contact	<b>Name:</b> Richard Levy (CTO) <b>Email address:</b> <a href="mailto:richard@byway.travel">richard@byway.travel</a> , privacy@byway.travel

AGENCY SERVICES	
Overview of services and deliverables: Please include a brief summary of agency activities, products and services.	
Territory	
Agency website	

NOTICE AND BILLING	
Payment Terms	25% Deposit at the time of booking Balance due 8 weeks before departure
Notice period of this Agreement	8 weeks' prior written notice
Commission (of total GBV)	10%
BANK:	
ACCOUNT NAME	
ACCOUNT NUMBER:	
SORT-CODE:	

SIGNATURES			
For and on behalf of Affiliate:		For and on behalf of Byway:	
Signature:		Signature:	
Full name:		Full name:	Cat Jones
Role:		Role:	CEO
Date:		Date:	

**BYWAY AGENCY AGREEMENT**

**GENERAL TERMS**

**BACKGROUND**

**1. DEFINITIONS AND INTERPRETATION**

1.1. In this Agreement, the following words and expressions have the following meanings, unless the context otherwise requires:

<b>"ABTA"</b>	means ABTA Limited, operating as a trade association for tour operators and travel agents in the United Kingdom.
<b>"Business Day"</b>	means a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business;
<b>"Company's Booking Terms"</b>	means Company's standard booking terms and conditions, as set out in Schedule 1, as amended from time to time;
<b>"Commencement Date"</b>	means Date of this Agency Agreement
<b>"Confidential Information"</b>	means information in whatever form (including, without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the business, customers, clients, suppliers, products, affairs and finances of the Company or any group company for the time being confidential to the Company or any group company and trade secrets, including, without limitation, technical data and know-how related to the business of the Company or any group company or any of its or their suppliers, customers, clients, agents, distributors, shareholders, management or business contacts, including (but not limited to) information that the Contractor creates, develops, receives or obtains in connection with their Engagement, whether or not such information (if in anything other than oral form) is marked confidential;
<b>"Control"</b>	means the beneficial ownership of more than fifty (50) percent of the issued share capital of a company or the legal power to direct or cause the direction of the general management of the company;
<b>"Data Protection Legislation"</b>	means all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and all other

	legislation and regulatory requirements in force from time to time which apply to a Party relating to the use of personal data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a Party;
<b>"Gross Booking Value"</b>	means, in respect of each Package, the total monies paid by the customer, exclusive of any value added tax or other sales tax, and after deduction of any rebate, allowance, credit or other adjustment granted or allowed in relation to that Package, and any service fees or fulfilment or other charges (including in relation to credit cards) paid or payable to any third party (other than the Agent) in relation to that Package;
<b>"Intellectual Property Rights"</b>	means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;
<b>"TPTLTA 2018"</b>	means The Package Travel and Linked Travel Arrangements Regulations 2018;
<b>"Representatives"</b>	means in respect of a Party, that Party's officers, employees, directors, agents, consultants, professional advisers, seconded staff, collaborators and/or sub-contractors;
<b>"Package(s)"</b>	means a package holiday as defined in the Package Travel and Linked Travel Arrangements Regulations 2018, which are supplied by the Company and which the Company may permit the Agent, by express notice in writing, to promote and sell in the United Kingdom,

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	including where applicable and relevant under this Agreement, transport-only and accommodation-only services;
<b>“Permitted Recipients”</b>	means the Parties to this Agreement, the employees of each Party, and/or any third parties engaged to perform obligations in connection with this Agreement;
<b>“Year”</b>	means the period of twelve (12) months from the Commencement Date and each consecutive period of twelve (12) months after that during the period of this agreement
<b>“VAT”</b>	means value added tax;

- 1.1. References to the Clauses and Schedules are to the Clauses of and Schedules to this Agreement and in each case, shall have the same effect as if set out in the main part of the Agreement.
- 1.2. Schedules form part of this Agreement and will have the same force and effect as if set out in the main part of this Agreement. Any reference to this Agreement will include the Schedule(s).
- 1.3. Headings shall not affect the interpretation of this Agreement.
- 1.4. Unless the context otherwise requires:
  - 1.4.1. References to the singular include the plural and vice versa and references to any gender include every gender;
  - 1.4.2. References to a "person" include any individual, body corporate, association, partnership, firm, trust, organisation, joint venture, government, local or municipal authority, governmental or supra-governmental agency or department, state or agency of state or any other entity (in each case whether or not having separate legal personality).
- 1.5. A reference to "in writing" or "written" includes email.
- 1.6. References to any statute or statutory provision will include any subordinate legislation made under it and will be construed as references to such statute, statutory provision and/or subordinate legislation as modified, amended, extended, consolidated, re-enacted and/or replaced and in force from time to time.
- 1.7. Any words following the words "include", "includes", "including", "in particular" or any similar words or expressions will be construed without limitation and accordingly will not limit the meaning of the words preceding them.
- 1.8. Any reference to time of day is to English time (GMT/BST) and day is to a period of twenty-four (24) hours running from midnight to midnight.

## 2. APPOINTMENT

- 2.1. Appointment of the Agent: The Company appoints the Agent as its non-exclusive agent to promote the sale of the Packages on behalf of the Company on the terms of this Agreement, and the Agent accepts the appointment on those terms.
- 2.2. Authority of the Agent: The Company authorises the Agent to:
  - 2.2.1. negotiate, sign or otherwise conclude contracts for the sale of the Packages in the name of and

on behalf of the Company, without prior reference to the Company, but only on the Company's Booking Terms, unless specifically authorised otherwise by the Company under Clause 4;

- 2.2.2. issue invoices on behalf of Company relating to the supply of the Packages; and
- 2.2.3. collect payment for the supply of the Packages on behalf of the Company.

2.3. Intermediaries, sales and marketing: The Company shall be free to:

- 2.3.1. appoint other persons, firms or companies as its agent, distributor, franchisee or other intermediary for the sale of the Packages; and
- 2.3.2. market the Packages and to make offers or quotations to or negotiate with or sell the Packages to any person without any obligation to pay commission to the Agent.

2.4. No active marketing outside the territory: The Agent shall not, outside the United Kingdom, actively market the Packages nor solicit any orders for the Packages.

## 3. AGENT'S OBLIGATIONS

The Agent undertakes and agrees during the term of this Agreement that it shall:

- 3.1. General obligations: Act towards the Company conscientiously and in good faith and not allow its interests to conflict with the duties that it owes to the Company under this Agreement and the general law;
- 3.2. Scope of authority: Except as authorised by the Company in this Agreement or otherwise in writing, not act in a way which will incur any liabilities on behalf of the Company, nor pledge the credit of the Company;
- 3.3. No amendments: Not amend the Company's Booking Terms;
- 3.4. Compliance with instructions: Comply with all reasonable and lawful instructions of the Company from time to time concerning the marketing and sale of the Packages and conduct the agency in such manner as it thinks best to promote the interests of the Company; for the avoidance of doubt, any instructions provided under this Agreement shall not be deemed instructions by a controller to a processor within the meaning of the applicable Data Protection Legislation;
- 3.5. Promotion of Packages: Use its best endeavours to promote the Packages with all due care and diligence, and seek to improve the Company's goodwill;
- 3.6. Sound commercial principles: Act in accordance with sound commercial principles in its relations with customers and potential customers (including as to

- assessing, and where appropriate obtaining independent assessments of their creditworthiness) and do nothing which the Company considers could be prejudicial to its goodwill or commercial interests;
- 3.7. Description of agency status: Describe itself in all dealings involving the Packages and in all associated advertising and promotional material and at its premises (if any description is provided there) as "sales agent" or "selling agent" of the Company;
- 3.8. Personnel: Employ a sufficient number of suitably qualified dedicated personnel to ensure the proper fulfilment of the Agent's obligations under this Agreement, including without limitation:
- 3.8.1. attending, on reasonable notice, meetings with the Company to discuss the marketing and selling of the Packages;
- 3.8.2. attending trade exhibitions and other sales outlets as the Company considers appropriate; and
- 3.8.3. making regular and sufficiently frequent calls on customers or potential customers to promote the Packages;
- 3.9. Reports on promotional activities: Keep the Company fully informed of its activities concerning the promotion and sale of the Packages and shall provide the Company with reports on request;
- 3.10. Sales volumes reports: Keep the Company fully and promptly informed of its anticipated volumes of sales of contracts for the supply of the Packages, so that the Company is able to make arrangements in advance to meet customers' requirements in a timely manner;
- 3.11. After sales reports: Inform the Company promptly of any complaint or after-sales enquiry concerning the Packages received by the agent;
- 3.12. Customer data records and reports: Maintain a list of customers and potential customers for the Packages from time to time, and on request, supply the Company with an up-to-date copy of that list;
- 3.13. Invoicing: Issue invoices to customers for the sale of the Packages under this Agreement and receive payment for the same. Such invoices shall be in a form suitable for VAT and other sales tax purposes;
- 3.14. Debt collection: Take any action that the Company may from time to time request to seek to collect the debts owing to the Company by customers or assist Company in taking that action, but not take any such action without Company's prior instructions;
- 3.15. Disputes: Not without prior reference to the Company (and then only acting strictly on Company's express instructions) take part in any dispute or commence or defend any court or other dispute proceedings on behalf of the Company, or settle or attempt to settle or make any admission concerning any such proceedings;
- 3.16. Indemnity regarding legal compliance: Subject to 16, indemnify the Company against any liabilities incurred by the Company as a result of the Agent breaching any law from time to time in force or the incurring of which is otherwise not authorised by the Company under this Agreement;
- 3.17. Access for the Company: Allow the Company's authorised representatives at any reasonable time to have access to the Agent's premises (or arrange for Company's authorised representatives to have access to other relevant premises) for the purpose of inspecting the Agent's books and records, and generally for checking the manner in which the Agent is complying with its obligations under this Agreement; and
- 3.18. Information for travellers: Provide to the customer, in respect of Packages supplied by the Company, all information required by Regulations 5, 6, 7 and 11 of the TPLTAR 2018, as set out in Schedule 2.
- 3.19. No sales target: For the avoidance of doubt, the Agent shall not be required to meet a minimum sales target under this Agreement.
- 4. SALE OF PACKAGES**
- 4.1. List prices or rates: All contracts for the supply of the Packages by the Agent on behalf of the Company shall be at the Company's list prices or rates as specified in the price lists provided from time to time by the Company to the Agent for this purpose, subject to any discounts or deductions as the Company may allow.
- 4.2. Company's Booking Terms: All contracts for the supply of the Packages by the Agent on behalf of Company shall be on Company's Booking Terms (a copy of the current version of which is attached as Schedule 1) or on any other terms and conditions that the Company may at any time specify in writing to the Agent.
- 4.3. Notice to customers of Booking Terms: The Agent shall, in the course of dealing with customers and prospective customers for the Packages, bring to their notice the Company's Booking Terms, so as to incorporate them into each sale contract.
- 4.4. Limits of representations regarding Packages: The Agent shall not, without the Company's prior written consent, make or give any representations, warranties or other promises concerning the Packages beyond those contained in the Company's Booking Terms.

- 4.5. **Insurance:** The Agent shall ensure that the customer is advised to purchase adequate travel insurance at or before the time of entering into a sale contract with the Company.
- 4.6. **Booking form and payment:** In order to complete a sale contract, the Agent shall ensure that the relevant online booking form is completed in full by the customer and submitted directly to the Company, along with a twenty-five (25) percent deposit of the total Package value taken from the Customer.
- 4.7. **Collection and monies due:** Subject to the Company's permission where applicable, the Agent shall collect from customers all deposits, balances, cancellation charges, amendment fees and all other monies payable by customers in accordance with the Company's Booking Terms as published from time to time. If the Agent is unable to collect the balance payment from a customer at least eight (8) weeks prior to departure, the Agent shall immediately send to the customer a recorded delivery letter demanding settlement within seven (7) days of receipt. If the full balance in respect of that booking is not paid within the specified time limit, the Agent shall notify Neil Steventon, Head of Travel Experience, by email at [neil@byway.travel](mailto:neil@byway.travel) and [hello@byway.travel](mailto:hello@byway.travel), whereupon the Company shall reserve the right to treat that booking as cancelled and issue a cancellation invoice. The Agent shall not release to the customer any tickets, vouchers or coupons until the correct payment has been received from the customer.
- 4.8. **Receipt and confirmation:** Following the purchase of a Package, the Agent shall, without undue delay, issue a receipt to the customer as well as any confirmation documents issued by the Company.
- 4.9. **Confirmation of bookings:** The Company shall confirm each booking request by issuing a confirmation invoice to the customer and the Agent without undue delay from the date of the booking, along with a confirmation detailing the customer's name, transport and check-in times, departure and arrival stations, stops or ports, the name and location of any accommodation, other ground arrangements (e.g., car hire, transfer, tours, entrance tickets, if applicable), and the total price of the package.
- 4.10. **Tickets and vouchers:** The Agent shall, at least forty-eight (48) hours before the due departure date for the Packages, provide by email to the customer any e-tickets, passes or collection references relevant to their journey.
- 4.11. **Amendments by the Company:** The Agent shall notify the customer immediately in writing of all corrections and amendments advised by the Company (whether advised by the Company in writing or orally) in respect of the customer's booking, and ensure that any instructions regarding written amendments to the Company's brochures, promotional material or other documentation held by the Agent are acted upon expeditiously.
- 4.12. **Special request:** The Agent shall ensure that, when a customer makes a special request in respect of a booking, such a request is promptly and accurately notified to the Company in writing, and undertakes not to make any verbal or written assurances to a customer that any special request shall be complied with.
- 4.13. **Notification of cancellation and amendment requests by customers:** The Agent shall ensure that all requests by a customer to amend or cancel a booking are passed on to the Company, in writing, on the same day that they are received.
- 4.14. **Cancellation and amendment procedure:** The Agent shall inform the customer of any obligations to pay any cancellation and/or amendment charges where a customer requests the cancellation or amendment of a booking.
- 4.15. **Duty to forward:** The Agent shall, where required, forward immediately to the Company any communication or correspondence received from a customer, and, where required, forward immediately to the customer any refunds, any communication or any correspondence received from the Company.
- 4.16. **Notice of changes in pricing:** The Company shall give the Agent not less than fourteen (14) days' notice of any changes in the prices of the Packages or in its Booking Terms.
- 4.17. **Notice of change in scope of Packages:** The Company shall give the Agent at least one (1) months' written notice of its intention to extend the range of Packages or discontinue supplies to the Agent of any of them.
- 4.18. **Complaints:** The Agent shall use all reasonable endeavours to resolve any customer complaints that are of a minor nature, and advise the Company immediately of any complaint by a customer in relation to the Packages (including any complaint to a Trading Standards Department or a regulatory or trade body).

## 5. COMPANY OBLIGATIONS

The Company undertakes and agrees during the term of this Agreement that it shall:

- 5.1. **Good faith:** Act in good faith at all times in its relations with the Agent;
- 5.2. **Sales and technical support:** Supply the Agent, at the Company's own expense, any sales literature and other documentation and information (in digital or hard copy format) and any technical, market and other support that the Agent may from time to time reasonably require for the purposes of promoting and selling the Packages and to enable it properly and efficiently to discharge its duties under this Agreement;
- 5.3. **Performance of contracts:** Within a reasonable period of becoming aware of the same, and subject to its rights, perform any contracts for the supply of the Packages

made on its behalf by the Agent under this Agreement, subject to its rights under those contracts;

- 5.4. Complaints: Deal promptly and efficiently with any complaint, dispute or post-supply enquiry relating to the Packages raised by a customer;
- 5.5. Customer data: On the Agent's request, communicate to the Agent the name and address of any customer to which Company has supplied any Packages pursuant to Clause 2.3.2; and
- 5.6. Notice of inability to perform: Where appropriate, inform the Agent within a reasonable time if any contract concluded on its behalf by Agent will not be performed by it, and of the reason for that non-performance.

## 6. FINANCIAL PROTECTION

- 6.1. Protection of monies: The Company confirms that, pursuant to Part 5 of the TPRLTA 2018, it currently protects, and will continue to do so during the Initial Term and any subsequent Renewal Term, consumers' monies in connection with its Packages by means of a bond held by ABTA.

## 7. COMMISSION AND PAYMENTS

- 7.1. Commission: The Company shall (subject to the Agent performing its obligations under this Agreement) pay to the Agent a commission equal to 10% (ten) percent (%) of the Gross Booking Value invoiced for all Packages for which the Agent concludes a supply contract on behalf of the Company pursuant to and during the term of this Agreement.
- 7.2. Time when Commission is due: Commission shall become due to the Agent to the extent that the Company receives for immediate value from or on behalf of the customer payments for the supply of the relevant Packages. Where the relevant supply contract provides for payment of the price by instalments, a proportionate part of the commission shall become due to the Agent as soon as those instalments are received for immediate value by the Company, that proportion being equivalent to the proportion which those instalments bear to the total contract price.
- 7.3. Delivery of Packages by the Company: Save for a Force Majeure Event, if at any time Packages sold by the Company under a contract made by the Agent are not, because of the Company's fault, delivered to a customer, the Agent's right to commission shall apply in relation to the sale of those Packages as if they had been duly delivered and paid for on the due date for payment of the price under the relevant sale contract.
- 7.4. Time for payment of commission: No commission shall be payable to the Agent:

7.4.1. until the Company has issued a confirmation invoice in accordance with its booking conditions;

7.4.2. if the customer cancels their Package or travel arrangements, save that the Agent shall be entitled to receive commission on any forfeit deposits or cancellation charges payable by the customer, provided such payment has been made by that customer; or

7.4.3. if a Force Majeure Event results in the cancellation of the travel arrangements by the Company, including in the event of travel restrictions at origins or destinations due to pandemic or war.

- 7.5. VAT and other sales tax: All sums payable under this Agreement are exclusive of any VAT or other applicable sales tax, which shall be added to the sum in question. A VAT invoice shall be provided against any payment.
- 7.6. Currency of commission payment: In the absence of contrary Agreement, commission shall be paid to the Agent in the same currency in which payment of the price under the relevant sale contract was made.
- 7.7. Disputes regarding commission: If any dispute arises as to the amount of commission payable by the Company to the Agent, the Parties shall negotiate a resolution in good faith. Where a resolution cannot be found between the Parties within fifteen (15) days, the same shall be referred to the Company's auditors for settlement and their certificate shall be final and binding on both parties.
- 7.8. Commission payments: For the purpose of payment between the Company and the Agent, upon completing a booking, the Agent will complete the Company's booking form on behalf of the customer, including accepting the Company's Booking Terms as shown in Schedule 1, and will take payment from the customer in the form of a deposit, followed by a balance payment. Following receipt of a valid booking form, the Company shall produce and send to the Agent an invoice for each booking made. The invoice shall include the gross amount the customer has paid and commission due as a separate line on each invoice, with a negative unit amount to reduce the overall amount. Each invoice shall show both gross and net amounts. The Agent will pay each invoice's net amount (thereby keeping the commission) within five (5) working days, until five (5) bookings have been made in a one (1) month period. From that point the Company shall summarise all invoices into a monthly statement for the Agent, and the Agent will pay such net amount monthly, thereby keeping the commission.
- 7.9. The Agent is trustee for sums due to the Company: The Agent shall:
  - 7.9.1. collect and hold as trustee in a separate bank account in the name of the Agent but designated as a trust account for Company's benefit all monies due to the Company for any sales or otherwise (except for any transferred directly by the customer to the Company);
  - 7.9.2. transfer the same to the Company without deduction; and



7.9.3. account on demand to the Company for any interest earned on credit balances from time to time in that account.

7.10. Accounts and records: Each Party shall keep separate accounts and records giving correct and adequate details of all enquiries received and transactions conducted by the Agent on the Company's behalf and separate files of vouchers, invoices and receipts relevant to this Agreement, and shall permit the duly appointed representatives of the other Party at all reasonable times to inspect all those accounts and records and to take copies of them. For the avoidance of doubt, all rights in those records (including without limitation database right and copyright) shall belong to the Company.

7.11. Interest: If either Party fails to make any payment due to the other under this Agreement by the due date for payment, then the defaulting Party shall pay interest on the overdue amount at the rate of 4% per annum above Bank of England's base rate from time to time. The interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgement. The defaulting Party shall pay the interest together with the overdue amount.

## 8. ADVERTISING AND PROMOTION

8.1. Advertising and promotion obligations of the Agent: The Agent shall:

8.1.1. be responsible for the advertising and promotion of the Packages, provided that the production and use by the Agent of any advertising materials and promotional literature in relation to the Packages not provided by the Company shall be subject to the prior written consent of Company; and

8.1.2. display advertising materials and branding provided by the Company.

8.2. Company to keep the Agent informed regarding advertising: The Company shall provide the Agent with information on the advertising and promotion carried out by the Company and with the materials, information and support referred to in Clause 5.2.

8.3. Company's right to advertise: The Company reserves the right to advertise and promote the Packages in the United Kingdom.

## 9. COMPLIANCE WITH LAWS AND POLICIES

9.1. Compliance: Each Party shall, at its own expense, comply with all laws and regulations relating to its activities under this Agreement, as they may change from time to time, and with any conditions binding on it in any applicable licences, registrations, permits and approvals, including but not limited to the TPTLTA 2018, the Consumer Rights Act 2015, the Consumer Protection from Unfair Trading Regulations 2008 and the ABTA Code of Conduct and, subject to Clause 16, shall

indemnify the other Party from against any and all loss, damage, costs or claims (including legal expenses) suffered by the indemnified Party as a result of any non-compliance with such laws and regulations.

9.2. Licenses: The Agent shall be responsible for obtaining any necessary licences or permits necessary for the supply of the Packages.

9.3. Changes in marketing laws: The Agent shall give the Company as much advance notice as possible of any prospective or actual changes in laws and regulations applicable to the marketing of the Packages.

## 10. ANTI-BRIBERY

10.1. Anti-bribery and compliance by Agent: The Agent shall comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010.

## 11. COMPANY'S INTELLECTUAL PROPERTY

11.1. Acknowledgement of ownership: The Agent acknowledges that the Company's Intellectual Property Rights used in connection with the Packages and Company's business, along with any goodwill, remains the Company's property.

11.2. Limited license to use the Company's Intellectual Property Rights: The Agent accepts that:

11.2.1. it is permitted to use Company's Intellectual Property Rights only for the purposes of and during the term of this Agreement and only as authorised by the Company in this Agreement or otherwise in writing;

11.2.2. other than to that extent, it has and shall have no right to use or to allow others to use the Company's Intellectual Property Rights or any part of it. It shall not seek to register any of the Company's Intellectual Property Rights on behalf of the Company without the Company's express consent;

11.2.3. it shall not use any trademarks, trade names or get-up which resemble the Company's trademarks, trade names or get-up and which would therefore be likely to confuse or mislead the public or any section of the public; and

11.2.4. it shall not remove or alter any trademarks, trade names, or logos used in connection with the Packages and shall not use any trademark or trade name of its own in connection with the Packages.

11.3. Infringement of Intellectual Property Rights: The Agent shall notify the Company of:

- 11.3.1. any actual, threatened or suspected infringement of any of the Company's Intellectual Property of which the Agent becomes aware; and
- 11.3.2. any claim by any third party of which it becomes aware that the supply or advertising of the Packages into or infringes any rights of any other person.
- 11.4. Indemnity regarding Intellectual Property Rights: Subject to Clause 16, the Company indemnifies the Agent for all loss and expense arising out of or connected with any claim made against the Agent for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with the Agent's use of the Company's Intellectual Property Rights in accordance with this Agreement.

## 12. LIMITATION OF LIABILITY

- 12.1. Unlimited liability: Nothing in this Agreement shall limit or exclude the liability of either Party for:
- 12.1.1. Death or personal injury: Death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
- 12.1.2. Fraud: Fraud or fraudulent misrepresentation;
- 12.1.3. Liability under indemnities: Liability under the indemnities contained in this Agreement;
- 12.1.4. Unlawful liability restrictions: Any matter for which it would be unlawful to exclude or restrict liability.
- 12.2. Limitations of liability: Subject to Clause 12.1 above:
- 12.2.1. Exclusions: Neither Party shall under any circumstances whatsoever be liable to the other, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for:
- 12.2.1.1. any loss of profit, sales, revenue, or business;
- 12.2.1.2. loss of anticipated savings;
- 12.2.1.3. loss of or damage to goodwill;
- 12.2.1.4. loss of agreements or contracts;
- 12.2.1.5. loss of use or corruption of software, data or information;
- 12.2.1.6. any loss arising out of the lawful termination of this Agreement or any decision not to renew its term; or
- 12.2.1.7. any loss that is an indirect or secondary consequence of any act or omission of the party in question.
- 12.3. The total liability of either Party to the other for all other loss or damage arising under or in connection with this Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in limited to (a) the loss arising directly from the Package in question; or (b) three thousand (3,000) pounds, whichever is less.
- 12.4. The liability of Company arising in connection with the supply of the Packages shall be as set out in the Company's Booking Terms.
- 12.5. Neither Party may benefit from the limitations and exclusions set out in this Clause in respect of any liability arising from its deliberate default.

## 13. TERM AND COMMENCEMENT

- 13.1. This Agreement shall become effective from and including the Commencement Date and shall continue for an initial fixed term of one (1) Year from the Commencement Date (the "**Initial Term**"), unless terminated earlier in accordance with law or Clause 14 or Clause 19.
- 13.2. This Agreement will then automatically renew for successive one (1) Year terms (each a "**Renewal Term**"), unless either Party gives written notice to terminate this Agreement to expire on or after the expiry date of the Initial Term.

## 14. TERMINATION

- 14.1. Without affecting any other right or remedy available to it, the Company may terminate this Agreement with immediate effect by giving written notice to the Agent if:
- 14.1.1. the Agent commits a material breach of any term of this Agreement which breach is irremediable or (if that breach is remediable) fails to remedy that breach within a period of thirty (30) days after being notified in writing to do so;
- 14.1.2. the Agent repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that the Agent's conduct is inconsistent with the Agent having the intention or ability to give effect to the terms of this Agreement;
- 14.1.3. the Agent suspends, or threatens to suspend, payment of its debts; or admits or it is unable to pay its debts as they fall due;
- 14.1.4. there is a change of Control of the Agent;
- 14.1.5. the Company ceases to supply generally the Packages; or
- 14.1.6. the Agent is in breach of its compliance obligations in Clause 9 and Clause 10.

- 14.2. Notwithstanding Clause 14.1, the Company may terminate this Agreement at its own convenience upon providing the Agent with fifteen (15) days' written notice.
- 14.3. For the purposes of Clause 14.1.1, material breach means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the terminating party would otherwise derive from a substantial portion of this Agreement.

## 15. CONSEQUENCES OF TERMINATION

- 15.1. Termination of this Agreement shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination, including the right to claim damages for any breach of the Agreement which existed at or before the date of termination.
- 15.2. On termination of this Agreement:

- 15.2.1. the Agent shall cease to promote, market, advertise or sell the Packages;
- 15.2.2. the Agent shall immediately cease to describe itself as an agent of the Company and cease to use any of the Company's Intellectual Property Rights;
- 15.2.3. the Agent shall, at its own expense, within thirty (30) days, return to the Company all advertising, promotional or sales material relating to the Packages then in the possession of the Agent, or otherwise dispose of or irretrievably delete (in the case of digital material) the same as the Company may instruct; and
- 15.2.4. the Agent shall have no claim against Company for indemnification or compensation, whether for loss of income, loss of agency rights, loss of goodwill or any analogous loss, other than a claim for damages if and to the extent that the termination was a breach of contract by the Company.

- 15.3. On termination of this Agreement, the provisions of Clause 7 shall continue in force in relation to all sales of the Packages where the sale has been concluded before the date of termination.
- 15.4. On termination of this Agreement, the following Clauses shall continue in force: Clauses 9.1, 11.1, 12.2, 15.4 and Clause 17.

## 16. INDEMNITY PROCEDURE

- 16.1. Liability under the indemnities set out in this Agreement is conditional on the beneficiary of the indemnity (the "**Beneficiary**") discharging the following obligations to the Party giving the indemnity (the "**Indemnifier**"). If any third party makes a claim, or notifies an intention to make a claim, against the Beneficiary that may reasonably be considered likely to give rise to a liability under the indemnity (the "**Claim**"), the Beneficiary shall:

- 16.1.1. as soon as reasonably practicable, give written notice of the Claim to the Indemnifier, specifying the nature of the Claim in reasonable detail;
- 16.1.2. not make any admission of liability, Agreement or compromise in relation to the Claim without the prior written consent of the Indemnifier; and
- 16.1.3. give the Indemnifier and its professional advisers access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of the Beneficiary, so as to enable the Indemnifier and its professional advisers to examine them and to take copies (at the Indemnifier's expense) for the purpose of assessing the Claim.

## 17. CONFIDENTIAL INFORMATION

- 17.1. Each Party undertakes that it shall not at any time during this Agreement, and for a period of two (2) years after termination of this Agreement, disclose to any person any Confidential Information, except as permitted by Clause 17.2.
- 17.2. Each Party may disclose the other party's Confidential Information:
- 17.2.1. to its Representatives who need to know that information for the purposes of exercising the Party's rights or carrying out its obligations under or in connection with this Agreement. Each Party shall ensure that its Representatives to whom it discloses the other Party's Confidential Information comply with this Clause 17 and each Party shall, at all times, remain liable for the actions or omissions of the Representatives in relation to the Confidential Information as if they were the actions or omissions of their own; and
- 17.2.2. as may be required by law, to a court of competent jurisdiction or any governmental or regulatory authority.
- 17.3. No Party shall use any other party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.

## 18. DATA PROTECTION

- 18.1. Each Party shall, at its own expense and as further outlined in Clauses 18.2 and 18.3 below, ensure that it complies with and assists the other Party to comply with the requirements of the applicable Data Protection Legislation. This Clause is in addition to, and does not reduce, remove or replace, a Party's obligations arising from such requirements.
- 18.2. Moreover, each Party shall:

- 18.2.1. ensure that it has all necessary notices and consents and lawful bases in place to enable lawful transfer of personal data under this Agreement;
- 18.2.2. give full information to any data subject whose personal data may be processed under this Agreement of the nature of such processing. This includes giving notice that, on the termination of this Agreement, personal data relating to them may be retained or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees;
- 18.2.3. process the personal data only for the purpose of this Agreement;
- 18.2.4. not disclose or allow access to the personal data to anyone other than the Permitted Recipients;
- 18.2.5. ensure that all Permitted Recipients are subject to written contractual obligations concerning the personal data (including obligations of confidentiality) which are no less onerous than those imposed by this Agreement;
- 18.2.6. ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other Party, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data; and
- 18.2.7. not transfer any personal data received from the other Party outside the UK or EEA unless the transferor ensures that (i) the transfer is to a country approved under the applicable Data Protection Legislation as providing adequate protection; or (ii) there are appropriate safeguards or binding corporate rules in place pursuant to the applicable Data Protection Legislation; or (iii) the transferor otherwise complies with its obligations under the applicable Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; or (iv) one of the derogations for specific situations in the applicable Data Protection Legislation applies to the transfer.
- 18.3. Each Party shall assist the other in complying with all applicable requirements of the Data Protection Legislation. In particular, each Party shall:
- 18.3.1. consult with the other Party about any notices given to data subjects in relation to the personal data;
- 18.3.2. promptly inform the other Party about the receipt of any data subject rights request;
- 18.3.3. provide the other Party with reasonable assistance in complying with any data subject rights request;
- 18.3.4. not disclose, release, amend, delete or block any personal data in response to a data subject rights request without first consulting the other Party wherever possible;
- 18.3.5. make reasonable commercial efforts to assist the other Party in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, personal data breach notifications, data protection impact assessments and consultations with the Information Commissioner or other regulators;
- 18.3.6. notify the other Party without undue delay on becoming aware of any breach of the Data Protection Legislation;
- 18.3.7. use compatible technology for the processing of personal data to ensure that there is no lack of accuracy resulting from personal data transfers;
- 18.3.8. maintain complete and accurate records and information to demonstrate its compliance with this Clause 18; and
- 18.3.9. provide the other Party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the Data Protection Legislation, including the regular review of the Parties' compliance with the Data Protection Legislation.
- 18.4. Each Party shall indemnify the other against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the indemnified party arising out of or in connection with the breach of the Data Protection Legislation by the indemnifying party, its employees or agents, provided that the indemnified party gives to the indemnifier prompt notice of such claim, full information about the circumstances giving rise to it, reasonable assistance in dealing with the claim and sole authority to manage, defend and/or settle it. The liability of the indemnifying party under this Clause 18.4 shall be subject to the limits set out in Clause 12.
- 19. NOTICES**
- 19.1. Any notice given to a Party under or in connection with this Agreement shall be in writing and shall be:
- 19.1.1. delivered by hand or by pre-paid first-class post or other next working day delivery service at the address given in this Agreement or as

otherwise notified in writing to the other Party;  
or

19.1.2. sent by email.

19.2. Unless proven otherwise, any notice shall be deemed to have been received:

19.2.1. if delivered by hand, at the time the notice is left at the address given in this agreement or given to the addressee;

19.2.2. if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or

19.2.3. if sent by email, at the time of transmission.

19.3. If deemed receipt under Clause 19.2 would occur outside business hours in the place of receipt, it shall be deferred until business hours. In this Clause 19.3, "business hours" means 9.00am to 5.00pm, Monday to Friday on a day that is not a public holiday in the place of receipt.

19.4. The address, e-mail address and representative for each Party are set out below and may be changed by that Party giving at least thirty (30) days' notice in accordance with this Clause 19.

**For Company:**

Address: International House, 45-55 Cor London, England, E1 6BD

E-mail address(es): [cat@bywaytravel](mailto:cat@bywaytravel)

For the attention of: Cat Jones

**For Agent:**

Address: [INSERT]

E-mail address(es): [INSERT]

For the attention of: [INSERT]

19.5. This Clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

**20. FORCE MAJEURE**

Neither Party shall be in breach of this Agreement, nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if that delay or failure results from a Force Majeure Event. If the period of delay or non-performance continues for forty-five (45) days, the Party not affected may terminate this Agreement by giving ten (10) days' written notice to the affected Party.

**21. ENTIRE AGREEMENT**

21.1. This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between them, whether written or oral, relating to its subject matter;

21.2. Each Party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.

21.3. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

**22. INVALIDITY**

If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.

**23. VARIATION**

No variation of this Agreement or of any of the documents referred to in it shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

**24. COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

**25. THIRD PARTY RIGHTS**

25.1. Except as expressly provided elsewhere in this Agreement, a person who is not a Party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

25.2. The rights of the Parties to terminate, rescind or agree any variation, waiver or settlement under this Agreement are not subject to the consent of any other person.

**26. GOVERNING LAW AND JURISDICTION**

26.1. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

26.2. Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

This Agreement has been entered into on the date stated at the beginning of it:

**SIGNED BY [DIRECTOR]** for and on behalf of **BYWAY TRAVEL LIMITED**

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Signature

**SIGNED BY [DIRECTOR]** for and on behalf of **[AGENT]**

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Signature