

On Business – Terms and Conditions

The Terms and Conditions set out below are important and affect Your rights as a member of the Programme.

We draw your attention in particular to Clauses 9 and 11 to 26 respecting changes that may be made to the Programme, including those relating to the earning and redeeming of Reward Points and termination of the Programme.

You must read these Terms and Conditions carefully before quoting Your Membership Number to Us. If You have any questions, telephone the On Business Service Centre. The Terms and Conditions contain some exclusions and limitations of liability.

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1. MEMBERSHIP AGREEMENT

These Terms and Conditions set out the contractual relationship between Us and You and You will ensure that Your Travelling Employees are made aware of them and will comply with them.

2. DEFINITIONS

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

"Active Company" means a Company that has booked and flown on at least one Eligible Flight within the immediately preceding 6 months;

"Authoriser" means the individual authorised by You to enroll You in the Programme, and to redeem Reward Points for Rewards on Your behalf;

"Company" means a company or partnership located and currently trading in the Territory;

"Programme Administrator" means Your employee, partner or director nominated in writing to administrate Your participation in the Programme, and authorised to redeem Reward Points for Rewards on Your behalf;

"Data" means data personal to a Travelling Employee;

"Eligible Airline" means British Airways Plc, British Airways CitiExpress (IOM) Limited, British Airways CitiExpress Limited, BA connect?? British Mediterranean Airways Limited, Comair Limited, GB Airways Limited, Loganair Limited, and Sun-Air of Scandinavia A/S;

"Eligible Flight" or "Eligible British Airways Fare" means a flight purchased in and originating from the Territory for which We are both the marketing carrier and operating carrier (or which is operated on Our behalf by an Eligible Airline) taken in booking classes F, J, C, W, Y, A, D, I, T, B, H, K, M, R, L, V, S, N, Q, O, G.

"Executive Club" means the British Airways Executive Club;

"Fraud" includes any fraud, dishonesty and deceit and in particular includes but is not limited to:-

- knowingly supplying incorrect information including at the time of booking to accrue Reward Points or obtain Rewards;
- attempting to accrue Reward Points for Sectors which have not been flown or are not eligible for Reward Points;
- altering documents to procure Reward Points or obtain Rewards;
- attempting to accrue Reward Points for Sectors flown by any person other than the Member's Travelling Employees;
- using or attempting to use stolen or counterfeit tickets on Our or on Eligible Airlines' services;
- attempting to accrue Reward Points more than once for the same Sector;
- selling, bartering and/or purchasing Rewards including attempting to sell or transfer Reward Points or Rewards by means of internet based sales or auctions; or
- knowingly benefiting from the Fraud or Misconduct of another Member or individual.

"Independent Supplier" means those suppliers (other than the Eligible Airlines) whose services or products are offered as Rewards;

"Loss" means losses, costs, damages, injuries, accidents or claims (whether direct or indirect) suffered by You or a Travelling Employee in connection with the Programme;

"Member" means a member of the Programme;

"Membership" means membership of the Programme;

"Membership Number" means the number allocated to You on registration with the Programme which should be quoted when booking Eligible Flights and redeeming Reward Flights;

"Mileage" means the credits denominated as BA Miles earned by a member of the Executive Club and credited to a member's account;

"Misconduct" includes:-

- failure to comply with these Terms and Conditions or the terms and conditions of an Eligible Airline or Independent Supplier;
- attempting to obtain Reward Points by Fraud;
- misusing Rewards;
- misconduct on board one of Our or an Eligible Airline's flights or in an airport lounge or while checking-in;
- misconduct in dealing with our staff or the staff of an Eligible Airline or Independent Supplier; or
- failure to comply with the British Airways General Conditions of Carriage for Passengers and Baggage and any other applicable terms and conditions, rules and regulations;

"Nominated Travel Agent" means the travel agent nominated by You in writing who is authorised to redeem Reward Points for Rewards on Your behalf;

"On Business Booklet" means the booklet containing these Terms and Conditions and other information relating to the Programme including Reward Points tables and details of the Rewards available to Members;

"On Business Service Centre" means British Airways On Business, PO Box 365, Harmondsworth, UB7 0GB;.

"Membership Number " means the unique combination of letters and/or numbers which is used to log in to your On Business account.

"Password" means the unique combination of letters and /or numbers used for security purposes which will be allocated to each nominated person on registration in the Programme and which must be used when logging in to your On Business account.

"Processing" and **"Processed"** includes obtaining, using, recording and holding in electronic or any other form;

"Programme" means the On Business Reward Scheme as described in Your On Business Booklet and these Terms and Conditions;

"Reward" means any flight ticket issued by, or other goods or services supplied by Us, the Eligible Airlines or the Independent Suppliers (or on behalf of Us) upon redemption by a Member of the requisite number of Reward Points;

"Reward Flight" means a return flight taken by redeeming Reward Points;

"Reward Flight Upgrades" means an upgrade to the next cabin granted / issued in relation to an eligible booking upon redemption by a member of the requisite number of points.

"Reward Points" means the points allocated to Your Programme account when a Travelling Employee travels on an Eligible Flight;

"Reward Vouchers" means the vouchers or tickets issued by Us, Eligible Airlines and/or Independent Suppliers for merchandise and services provided by Us, Eligible Airlines and/or Independent Suppliers on redeeming Reward Points as detailed in the On Business Booklet;

"Sector" means a single Eligible Flight sector between two destinations;

"Terms and Conditions" means these terms and conditions as amended from time to time;

"Territory" means the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man and the Republic of Ireland;

"Travelling Employees" means Your employees who are 18 years of age or over, who are based in the Territory and who travel on an Eligible Flight in the course of Your business;

"We/Us/Our" means British Airways Plc, the operator of the Programme; and

"You/Your" means the Company which has registered as a Member of the Programme.

"Unique Log-in ID" means the unique combination of letters and /or numbers used for security purposes which will be allocated to each nominated person on registration in the Programme and which must be used when logging in to your On Business account.

3. MEMBERSHIP

3.1 Membership is not open to individuals.

3.2 To apply for Membership, You must apply online at www.ba.com/onbusiness. Membership applications must state the Company's full name and registered office address together with the Authoriser's and the Programme Administrator's name as well as the preferred business address for correspondence. Members cannot state more than one preferred mailing address for correspondence.

3.3 Membership is offered at Our discretion and We may refuse Membership to any applicant.

3.4 A Company may not join the Programme if:

3.4.1 it is not approved by Us because it (or a party connected to it) is a member of any other corporate sales incentive agreement or any other sales or discount agreement with Us or an Eligible Airline;

3.4.2 it has fewer than five Travelling Employees;

3.4.3 it is a travel agent, ticket brokerage firm or consolidator; or

3.4.4 it is one of Our marketing, promotion, advertising or consulting agencies.

3.5 Applicants accepted as Members will be given a Membership Number and each Programme Administrator will be allotted a Unique Log-in ID and Password. Multiple Membership is not permitted and a Company must maintain only one Programme account. In the case of duplication of Membership, all Memberships (other than the first Membership approved by Us) will be cancelled as will any duplicate Reward Points.

3.6 You will be admitted to Membership when You are given a Membership Number. By providing Your Membership Number and/or participating in the Programme You agree to be bound by the Terms and Conditions as amended from time to time and the information on www.ba.com/onbusiness. This is in addition to Your acceptance of Terms and Conditions on enrolment.

3.7 Changes to the Company name, Programme Administrator or preferred mailing address must be notified to BA in writing either by email or letter. Changes to a Nominated Travel Agent or the Authoriser have to be made in writing on Company letter head signed by a duly authorised signatory. If We request, written proof of any such changes must be provided.

3.8 Correspondence will be sent to the Company business mailing address provided on application or in accordance with Clause 3.7. We reserve the right to provide information, including changes to the Programme, only to Active Companies.

3.9 We will not be responsible for late, lost or misdirected mail.

3.10 Correspondence from You to Us should be sent to the On Business Service Centre or by email to www.ba.com/onbusiness/contactus

3.11 Membership will terminate automatically if all Reward Points expire in accordance with Clause 8.3.

3.12 If, when Your Membership terminates in accordance with Clause 3.11, Your Reward Point balance is lower than the total required for the lowest value Reward, that balance will be forfeited.

3.13 We may restrict specific elements of the Programme to specific categories of Member.

3.14 The Programme is not a members' or proprietors' club.

4. PROTECTION OF DATA

4.1 The Data which is Processed by Us in connection with Travelling Employees may include:

4.1.1 Membership Data (such as Reward Points accumulated or redeemed);

4.1.2 Data about travel booked or undertaken by the Travelling Employees including Data identifying any company or organisation booking travel for the Travelling Employees;

4.1.3 Data supplied by the Travelling Employee;

4.1.4. Data collected when the Travelling Employee is provided with Rewards; and

4.1.5 Data collected when the Travelling Employee is otherwise in contact with Us, an Eligible Airline or an Independent Supplier (such as Data about use of www.ba.com/onbusiness).

4.2 The sources of the Data Processed by Us in connection with Travelling Employees may include Eligible Airlines, Independent Suppliers, You, Your Nominated Travel Agent, computer reservation systems, data processors, agents and contractors and other airlines. We may link together Data obtained from a number of sources or combine Data with data held on other databases held by Us in order to differentiate between categories of Members for any of the purposes listed in Clause 4.4 below.

4.3 Data supplied by or on behalf of Travelling Employees may:

4.3.1 be supplied to Eligible Airlines, Independent Suppliers, You, Your Nominated Travel Agent, data processors, agents and contractors, and immigration and customs authorities;

4.3.2 be transferred to and held in the United States of America and other countries whether or not such countries have data protection laws; and

4.3.3 include sensitive data (such as Data revealing a medical condition or religious belief) which may also be Processed in accordance with this Clause 4.

4.4 The purposes for which Data may be Processed by Us or by a recipient of Data under

4.3.1 include:

- 4.4.1 providing Rewards to You;
- 4.4.2 making changes to Rewards and developing new Rewards;
- 4.4.3 providing customer service on Our flights or the flights of Eligible Airlines or other services provided by Independent Suppliers;
- 4.4.4 accounting and audit, safety and security, fraud prevention and investigation, and systems testing, development and maintenance;
- 4.4.5 the management and administration of the Programme;
- 4.4.6 customer relations, service recovery and assisting Us, the Eligible Airlines and the Independent Suppliers in future dealings with You;
- 4.4.7 credit checking and credit scoring where permitted;
- 4.4.8 immigration and customs control;
- 4.4.9 customer profiling and other marketing and market research analysis;
- 4.4.10 (by or on behalf of Us) communicating to You information about the Programme, including information about Programme benefits, using any contact details provided;
- 4.4.11 (by or on behalf of Us or the Eligible Airlines or Independent Suppliers) communicating to You about other products, services or facilities offered by the Eligible Airlines, the Independent Suppliers or other carefully selected companies, using any contact details provided;
- 4.4.12 conducting market research; and
- 4.4.13 any other purpose which is obvious or is communicated to You.

4.5 You shall notify all Travelling Employees in writing:-

4.5.1 of the manner in which their Data may be used or disclosed as set out in this Clause 4;

4.5.2 that details of their use of tickets issued and other travel services booked through the Programme may be provided to You on request; and

4.5.3 that their Data may be held for the purposes of processing in the United States of America and may be passed to other countries outside Europe whether or not those countries have adequate data protection laws and regulations.

4.6 You shall notify the Programme Administrator and Nominated Travel Agent in writing that his/her Data will be held by Us in relation to the operation of the Programme by Us for You, and that their Data may be held for the purposes of processing in the United States or other countries outside Europe whether or not those countries have adequate data protection laws and regulations.

5. SERVICES PROVIDED BY INDEPENDENT SUPPLIERS

5.1 Some Rewards will be provided by Us and others by another Eligible Airline or Independent Supplier. We will use reasonable endeavours to ensure the availability of Rewards provided by other Eligible Airlines or Independent Suppliers but will not be liable for any Loss arising from failure by such Eligible Airlines or Independent Suppliers to provide such Rewards.

5.2 The provision of Rewards from other Eligible Airlines or Independent Suppliers is conditional on Members signing into their account on www.ba.com/onbusiness and providing additional information if required to do so by the Eligible Airline or Independent Supplier.

5.3 Where a Member uses Rewards which are not provided by Us, the Eligible Airline or Independent Supplier's terms and conditions relating to such Rewards will apply including those terms and conditions relating to bookings, ticketing, passports and all other matters, and We will not be liable for any Loss. Those terms and conditions will be enclosed with the relevant Reward Voucher and will be supplied in advance to You by the On Business Service Centre upon request or if no Reward Voucher is issued such terms and conditions are available on request from either the On Business Service Centre or directly from the Eligible Airline or Independent Supplier.

5.4 We may discontinue relationships with other Eligible Airlines or Independent Suppliers at any time and will give Members such notice of any discontinuance as is reasonably practical in the circumstances.

5.5 Please allow 7 working days for delivery of Reward Vouchers .

5.6 The On Business Booklet, and www.ba.com/onbusiness list the Independent Suppliers in the Territory which offer services or products as Rewards.

6. MEMBERS ELIGIBLE FOR REWARD POINTS

6.1 Only Members are eligible to earn Reward Points and the Programme Administrator or Nominated Travel Agent must (subject to Clause 8.10) quote the Membership Number (which must match exactly the Membership Number, held in our records) to the travel agent or on ba.com at the time of booking.

6.2 Members are not entitled to Reward Points if they have given incorrect or incomplete information when booking.

6.3 Each Member has a responsibility to check that Reward Points have been properly credited. This can be checked online at www.ba.com/onbusiness.

7. FLIGHTS ELIGIBLE FOR REWARD POINTS

7.1 Reward Points can only be earned for travel on Eligible Flights as set out in the On Business Booklet which forms part of these Terms and Conditions.

7.2 We may, from time to time, determine the criteria for earning Reward Points, which may include:

7.2.1 the identity of the airline (that is, British Airways, or any other Eligible Airline);

7.2.2 Eligible Flights and fares;

7.2.3 the number of Reward Points earned on Eligible Flights or required for Rewards;

7.2.4 eligible regions;

7.2.5 eligible cabin classes; and

7.2.6 eligible booking classes.

7.3 Agency discount tickets, industry discount tickets and airline employees discount tickets are not eligible for Reward Points. Travel taken on Reward Flights or other redeemed tickets is not eligible to accrue further Reward Points. However, if booking a Reward Flight Upgrade, Reward Points will be accrued on the part of the booking that has been paid for, but not on the upgraded sector. Where a Member books with Us or an Eligible Airline using a corporate or trade net fare, any travel taken on such fares will not be eligible for Points.

7.4 Flights taken by children and infants are not eligible for Reward Points.

8. EARNING REWARD POINTS

8.1 Reward Points will be earned on every Eligible Flight according to the class of travel booked, paid for and ticketed, not the class of travel actually flown. The Travelling Employee must actually travel in order for the Member to qualify for Reward Points.

8.2 Reward Points can only be accumulated once per flight per Member. Reward Points will only be credited to the Member whose Travelling Employee has travelled on the flight on the relevant Sector and not to any third party.

8.3 If not used, Reward Points accrued will expire at the end of the second calendar year after the date of issue. For example any Reward Points issued between 1 January and 31 December 2006 will automatically expire on 31 December 2008.

8.4 Further details of how Reward Points are earned are set out in the On Business Booklet, and at www.ba.com/onbusiness.

8.5 Reward Points credited in relation to any Eligible Flight will be tracked and credited to only one account. Bookings with more than one Membership Number in them will not be eligible for Reward Points.

8.6 Where a Travelling Employee is involuntarily re-routed by Us onto another carrier, and the original flight on which the Travelling Employee was booked would have qualified for Reward Points, You may still claim such Reward Points online at www.ba.com/onbusiness. We will endeavour to credit Your account with the appropriate Reward Points however it may be

necessary for details of the Travelling Employee's itinerary to be entered at www.ba.com/onbusiness,

in order to claim any Reward Points.

8.7 Other than in relation to special promotions and as set out in Clause 13, We do not permit the credit of Reward Points where a Travelling Employee or a Member is earning credits within another loyalty programme in respect of the same flight and such Reward Points are subject to recapture.

8.8 If We improperly deny a Member Reward Points, We will only be responsible for the provision of equivalent Reward Points to those denied.

8.9 We will record Reward Points in Your account. Reward Points cannot be redeemed until We have recorded them in Your account.

8.10 Reward Points which are not tracked automatically at the time of travel may be credited later at Our discretion. You may claim Reward Points after completion of an Eligible Flight taken by a Travelling Employee by logging into Your account and submitting a missing points form available at www.ba.com/onbusiness provided that:

8.10.1 the claim is made within 4 months of the date of travel; and

8.10.2 You were enrolled in the Programme at the time of travel by the Travelling Employee. Reward Points from Eligible Flights claimed retrospectively will be added to your account within 40 days of receipt of Your missing points form.

8.11 In cases of dispute about entitlement to Reward Points, We may require proof of travel on the relevant Sector including the retained segment of the boarding pass and passenger receipts for the Sector claimed to have been flown. Claims must be lodged within 4 months of the date of travel.

9. RESTRICTIONS ON EARNING REWARD POINTS

9.1 If You merge with, acquire or are acquired by another business You will not be able to earn further Reward Points and You must redeem Your Reward Points within three months of the date of Your change of status unless otherwise agreed by Us.

9.2 If You go into liquidation, receivership or administration, You will not be able to earn further Reward Points and You will no longer be able to redeem Your Reward Points.

10. REDEEMING REWARD POINTS

10.1 Only Your Authoriser, Programme Administrator or Nominated Travel Agent may redeem Your Reward Points for Rewards on Your behalf. Rewards will be issued to any name requested.

10.2 The Authoriser, Programme Administrator or Nominated Travel Agent must log into Your account to claim a Reward. If You have lost or forgotten your Unique Log-in ID, please contact the On Business Service Centre who will assist you. If you have forgotten your Password you can request a new one at www.ba.com/onbusiness.

10.3 Upon registration in the Programme, Your Membership Number will be issued to Your Programme Administrator. The Programme Administrator may, in his/her absolute discretion, pass that number to Your Nominated Travel Agent and/or Authoriser at Your own risk.

10.4. We will not be liable for any misuse of the Membership Number or any Rewards which are incorrectly awarded.

10.5 Rewards for travel on an Eligible Airline are subject to the General Conditions of Carriage for Passengers and Baggage of the relevant Eligible Airline. Rewards provided by an Independent Supplier are subject to the relevant terms and conditions of the Independent Supplier.

10.6 Reward Flight taxes, fees charges and surcharges must be paid by credit card, and the Reward Flight ticket(s) shall be sent to the normal billing address of the credit card holder and all other Rewards shall be sent only to the Company mailing address.

10.7 No part payment in cash will be accepted for Rewards.

10.8 You can redeem Rewards Points at www.ba.com/onbusiness. From 1st April 2006 an offline service charge will be applied to any booking made through the On Business Service Centre.

These charges are set out at www.ba.com. If Rewards Points are redeemed in any other way, the Reward user may lose his/her reservations or be denied boarding or services..

10.9 For an e-ticketable route you must book a Reward Flight or a Reward Flight Upgrade no later than one clear day before the intended flight, e.g. to travel on a Friday morning you must book on Wednesday. For a paper ticket route allow at least three Business Days prior to the intended flight date.

10.10 Tickets for Reward Flights and Reward Flight Upgrades will be issued at the same time a booking is made.

10.11 E-tickets in respect of Reward Flights and Reward Flight Upgrades will be issued for travel on all routes where E-ticket is possible. Where the Member chooses a paper ticket on an eligible route a charge, as set out on ba.com, will be applied.

10.12 One way tickets can be issued as Rewards at 50% of the Reward Points required for a return journey to the same destination. Open tickets cannot be issued as Rewards. One free stopover shall be allowed on the outbound and inbound sector of a Reward Flight or Reward Flight Upgrades, at Our discretion provided that the route flown involves a stopping place en-route to its destination.

10.13 For return journeys, outbound and return flights must be booked at the same time. Travel to one destination from a point of origin and returning from another city to the same point of origin (or vice versa) must be booked as two one ways.

10.14 Reward Flight and Reward Flight Upgrade bookings are subject to availability and cannot be waitlisted.

10.15 Reward Flight Upgrades can only be added at the time of booking the commercial ticket. Reward Flight Upgrades cannot be added at a later date to a transaction that has already been completed.

10.16 We and the Eligible Airlines and Independent Suppliers reserve the right to limit the number of seats or the amount of space made available for Reward travel or other services in Our or their absolute discretion. During peak periods, You may find there is no availability on a given flight.

10.17 Rewards are based on round trip travel between origin and destination using the most direct route possible. Rewards may be for more than one flight sector. It is possible to combine flights on Eligible Airlines to make a round trip journey of up to a maximum of 8 sectors.

10.18 Unaccompanied minors cannot be booked on Reward Flights or Reward Flight Upgrades.

10.19 The Member will be charged a fee as specified on www.ba.com/onbusiness for Reward Flight and Reward Flight Upgrade tickets that are lost.

10.20 Tickets for Reward Flights and Reward Flight Upgrades will only be issued to and from destinations served by Us and/or Eligible Airlines designated at the time the ticket is issued and also at the time the ticket is used. The most direct routing must be taken.

10.21 You will be liable for all taxes and other charges associated with Reward Flights and Reward Flight Upgrades, including without limitation, airport departure tax, customs fines, immigration fees, airport charges, customer user fees, fuel surcharges, agricultural inspection fees, security and insurance surcharges or other incidental fees or taxes charged by any person or relevant authority or body. Taxes, fees and charges paid on the Upgrade Reward sector are based on the upgraded cabin not the cabin the ticket is purchased from. Miscellaneous Charges Orders (MCO's) are not a valid form of payment for a reward ticket. If required to do so, We will provide any relevant fiscal authorities with full details of any persons in receipt of Rewards. Any liabilities that arise as a result of the submission of these details, or from a direct notification by You, shall be the personal liability of You and shall not be borne or paid by Us.

10.22 Reward Flights and Reward Flight Upgrades are subject to IATA fare construction rules. Journeys may start and end in different cities within the same country, or in different countries, providing the distance between start and end points is not greater than the distance of any of the flown sectors of Reward travel. Outbound journeys may terminate in a different city to the start point of the return journey, or, in the case of journeys involving more than two sectors, a different city to the start point of the next sector, providing that, either the two cities are in the same country, or the two cities are in different countries and the flown distance between them is not greater than the flown distance of any of the flown sectors at Reward travel.

10.23 All Reward Flights and Reward Flight Upgrades must be completed within 12 months of the date of ticket issue. Any provisional (option) booking of a Reward Flight and Reward Flight Upgrade ticket may only be held for 24 hours.

10.24 If You wish to authorise Your Nominated Travel Agent to pay Reward Flight and Reward Flight Upgrade charges by credit card, We recommend that You draft a "Limited Power of Attorney" agreement (wording for which can be supplied on request by the On Business Service Centre) for the credit card You intend to Use and send it to Your Nominated Travel Agent. We shall not be held liable for any losses caused by the misuse of credit card information provided to Your Nominated Travel Agent.

11. CHANGES TO REWARD FLIGHTS

11.1 Flight bookings for Reward travel can only be changed by the Authoriser, Programme Administrator or Nominated Travel Agent through the On Business Service Centre. Permitted changes are limited to the date and time of a relevant flight. All permitted changes are subject to capacity limitations and must be made not less than 24 hours prior to the scheduled departure of the first flight in the Reward itinerary. Name changes are not permitted.

11.2 You may apply to have Reward Points and the applicable taxes re-credited for any unused Reward Flight and Reward Flight Upgrade ticket (including "no shows") for a fee of £50 per ticket provided that any request to refund Reward Points is made by contacting the On Business Service Centre and is made within one month of the return sector of the ticket. If a paper ticket was issued this must be sent to the On Business Service Centre. Miscellaneous Charges Orders (MCOs) are not a valid form of payment for this refund. Only those Points used for the upgraded part of the ticket will be re-credited with the Reward Flight Upgrades. Part travelled Reward Flights or Reward Flight Upgrades cannot be refunded.

11.3 Any change to a Reward Flight and Reward Flight Upgrade that requires a ticket to be reissued at an airport will incur a charge of £25.

12. CANCELLATION OF REWARD FLIGHTS AND REWARD FLIGHT UPGRADES

12.1 In the event of a cancellation You may apply for a refund of the applicable taxes for Your Reward Flight or Reward Flight Upgrade, subject to the payment of a service charge as specified on ba.com.

12.2 Subject to Clause 11.2 above, if a Reward Flight or Reward Flight Upgrade booking for travel on Us is cancelled by You, all Reward Points in respect of the Reward Flight or Reward Flight Upgrade will be re-credited to Your account.

12.3 Refunds of the ticket value of a Reward Flight Upgrades are dependent on the fare rules of the commercial ticket that was purchased. Subject to Clause 11.2 above if a Reward Flight Upgrade booking for travel on Us is cancelled by You, all Reward Points in respect of the Reward Flight or Reward Flight Upgrade will be re-credited to Your account.

13. EXECUTIVE CLUB

13.1 If any Travelling Employee is a member of Our Executive Club, the terms and conditions of that membership are unchanged by Your Membership of this Programme, and the Travelling Employee will continue to be entitled to earn Mileage on flights taken under this Programme, in accordance with Executive Club Membership terms and conditions.

13.2 Reward flights are not eligible for BA Miles or Executive Club tier points. Where a Reward Flight Upgrade is made, the member may accrue BA Miles and Executive Club Tier Points on the part of the ticket that has been paid for.

13.3 The Executive Club number of the Travelling Employee must be entered into any flight booking in addition to Your Membership Number in order for the Travelling Employee to be credited with Executive Club points and Mileage.

14. GENERAL

14.1 From time to time, We may offer special promotional rates for Reward Points and/or Reward bookings and such accruals and/or bookings will be subject to the terms and conditions as published with each offer and which take precedence over these Terms and Conditions. Unless otherwise permitted by Us, Rewards (including those special promotional Rewards) may not be used in conjunction with other awards, promotions, coupons, discounts or special offers and are void where and to the extent prohibited by law.

14.2 Other than as provided for herein Rewards are not redeemable for cash, refundable or exchangeable for any other tickets or anything else and may be confiscated in such circumstances. At no time may Rewards be purchased by, sold to, bartered or otherwise transferred to other persons.

14.3 It is the responsibility of the person travelling on any Eligible Flight, Reward Flight or Reward Flight Upgrade to ensure that they and everyone with whom they are travelling:

14.3.1 have checked the relevant entry requirements for any country being visited; and

14.3.2 have the correct passports, visas, health certificates and other travel documents needed for the journey.

14.4 Travelling Employees in whose name a Reward has been issued may be denied boarding if their documents are not in order. We shall not be liable for any Loss suffered by a Member and/or the Travelling Employee as a result of their failure to arrange the above.

14.5 We reserve the right to audit a Member's account and records without notice to the Member to check for compliance with these Terms and Conditions, the British Airways General Conditions of Carriage for Passengers and Baggage and any other applicable rules, regulations or terms and conditions. During an audit a Member may be unable to make Reward bookings.

15. OWNERSHIP OF REWARD POINTS

15.1 Reward Points, and all rights of title to and property in such Reward Points, remain with Us at all times and never passes to You, Your Travelling Employee, Your Programme Administrator, Your Authoriser or Your Nominated Travel Agent.

15.2 Risk (for example theft or unauthorised or fraudulent redemption) associated with Reward Points passes to You as soon as Reward Points are recorded on Your account, or otherwise awarded to You. We are not liable for unauthorised or fraudulent redemptions.

16. NON TRANSFERABILITY OF REWARD POINTS

16.1 Except as otherwise provided by Us and communicated to You, Reward Points are not transferable in any way (whether from person to person, account to account, statement to statement, card to card or otherwise) and cannot be bequeathed, devised or otherwise transferred by operation of law.

16.2 Any purported purchase, sale, transfer, unauthorised use (including bartering), procurement or redemption of Reward Points issued or awarded to another person or any other use of Reward Points contrary to these Terms and Conditions will constitute a fundamental breach by the Member of these Terms and Conditions. It will also constitute a breach of the contract between Us and You.

16.3 Each Member acknowledges that a breach pursuant to Clause 16.2 above may also constitute an inducement to breach the contract between Us and You, intentional damage to Our business, conspiracy and criminal offences under applicable local or national law. Any breach pursuant to Clause 16.2 will constitute Fraud and/or Misconduct and will be dealt with in accordance with Clause 18.

17. YOUR RIGHT TO TERMINATE MEMBERSHIP

You may terminate Your Membership by writing to Your On Business Service Centre stating that You no longer wish to be a Member. Your letter must be on Your letterhead and signed by Your duly authorised signatory. Any such termination will result in a loss of all Reward Points and does not relieve You of any continuing obligations under these Terms and Conditions.

18. OUR RIGHT TO TERMINATE MEMBERSHIP

18.1 We reserve the right at any time to suspend, terminate or cancel Your Membership by giving You at least 90 days notice in writing. You acknowledge that at the end of the period of notice, Your right to earn Reward Points will be suspended or cease.

18.2 In addition to any other rights or remedies We may have We reserve the right at any time in our absolute discretion to terminate the Membership of any Member if a Member or any Travelling Employee commits Fraud, Misconduct or is given a banning notice. We will write to such Member stating their Membership is being terminated for this reason. We may in our discretion suspend such termination and remove Reward Points and/or request undertakings in respect of future conduct.

18.3 In case of Fraud and/or Misconduct, We may cancel all accrued and accruing Reward Points of the Member and any Reward tickets.

18.4 The Member shall be liable to Us and/or any other Eligible Airline for the full price of any travel undertaken on Reward tickets, wholly or partly as a result of such Fraud and/or Misconduct, in accordance with the published fare applicable to such travel together with any reasonable costs, including legal fees, incurred by Us or any other Eligible Airline.

19. TERMINATION OF THE PROGRAMME

19.1 We may suspend or terminate a Member's right to earn or redeem Reward Points or suspend or terminate the Programme.

19.2 We will use reasonable endeavours to give at least 3 months' notice of termination of the Programme or a Member's right to earn or redeem Reward Points issued by Us.

19.3 We may, at any time impose a time limit upon the validity for redemption of any Reward Points which have been allocated by Us. This limit may be amended by Us from time to time, entirely at Our own discretion.

20 MODIFICATION OR WITHDRAWAL OF REWARDS

20.1 We may modify, withdraw, amend or add to any Rewards or other offers or arrangements or impose any requirements or restrictions relating to the use of Rewards. We will give as much advance notice as practicable of such action to Members. Current information is set out on www.ba.com/onbusiness.

20.2 Examples of the action which We might take under Clause 20.1 include withdrawing services which We provide Ourselves modifying the right to earn or redeem Reward points, the withdrawal of a service provided by another Eligible Airline or Independent Supplier or the withdrawal of Rewards. In addition, other Eligible Airlines and Independent Suppliers reserve similar rights to withdraw, amend or add to services or impose requirements or restrictions relating to them.

20.3 You shall be deemed to have agreed to any modifications, withdrawal, amendment or addition to the Rewards or the Programme pursuant to Clause 20.1, if after We have notified You of the changes, You continue to quote Your Membership Number and PIN Number to obtain or redeem Reward Points. Members who do not wish to accept changes in the Rewards may terminate their Membership in the manner described in Clause 17.

21 VARIATION OF REWARD POINTS

We may, from time to time, change the Reward Points schedule as set out in the On Business Booklet and at www.ba.com/onbusiness, used by the Programme. We will use reasonable endeavours to give at least two months' notice to Members of any such changes.

22 VARIATION OF THESE TERMS AND CONDITIONS

22.1 We reserve the right at all times to make changes to these Terms and Conditions (as set out in the On Business Booklet, and at www.ba.com/onbusiness) from time to time subject to giving You prior notice. Members who do not accept the amendments may terminate their Membership as described in Clause 17.

22.2 We will only provide notice of changes to the Programme or to these Terms and Conditions to those Members who are Active Companies.

23. LIMITATION OF LIABILITY

23.1 We will not be liable for any Loss resulting from alteration to, or termination of the Programme or the right to earn or redeem Reward Points, except for Loss caused by Our own negligence or willful misconduct.

23.2 We will not be liable for any Loss if, by reason of local legal or regulatory prohibitions or restrictions, the Programme or the whole or any part of any services provided by an Eligible Airline or Independent Supplier cannot be made available in certain countries or to certain Members.

23.3 The limitations and exclusions of liability referred to in the General Conditions of Carriage for Passenger and Baggage will apply in relation to travel on the services of British Airways including Reward travel.

23.4 Our liability for negligence, breach of contract, or any other matter is limited to reimbursing You with Reward Points equal to those redeemed for the Reward in connection with which the matter arose.

24. YOUR TAX LIABILITIES

24.1 We make no representations as to any income, use, excise or other tax liability of You or Your Travelling Employees as a result of Your Membership or participation in the Programme. Such a tax liability may arise, for example, if a Member obtains Reward Points and/or Rewards as a result of business expenditure. You and Your Travelling Employees are advised to check with an accountant or tax adviser for further information.

24.2 You are solely responsible for any tax liability incurred as a result of Membership.

25. CUSTOMER SERVICE

We and the other Eligible Airlines and Independent Suppliers are constantly trying to improve the services provided to Members. Any Member with concerns or complaints should contact the On Business Service Centre. We may occasionally monitor telephone calls from Members to the On Business Service Centre to maintain and enhance its service to Members.

26. GOVERNING LAW

26.1 These Terms and Conditions shall be governed by and construed in accordance with English law. We, You and Your Travelling Employees submit to the exclusive jurisdiction of the English courts to resolve any disputes that may arise out of them.

26.2 Any provision of these Terms and Conditions declared void or unenforceable by any competent authority or court shall, to the extent of such invalidity or unenforceability, be deemed severable and shall not affect the other provisions remaining which shall continue unaffected.