

Receivables Services  
Waterside (HDB1)  
P.O. Box 365  
Harmondsworth  
UB7 0GB  
England

Email:  
[creditrisk.1.creditrisk@ba.com](mailto:creditrisk.1.creditrisk@ba.com)

Dear Sir/Madam,

Thank you for your enquiry regarding credit facilities with British Airways.

Attached is an Application for Credit, which should be completed, email to [creditrisk.1.creditrisk@ba.com](mailto:creditrisk.1.creditrisk@ba.com)

This document must be signed by a director of your company.

We look forward to receiving your response in due course. If you have any questions regarding this application, please contact us by email.

Yours faithfully,

Receivables Services

**Section 1**  
**Credit Applicant Summary Information**

<i>Company Registered Name (full legal name)</i>	
<i>Trading Name</i>	
<i>Registered Company Number</i>	
<i>VAT Number (if applicable)</i>	
<i>Address</i>	
<i>Contact Name</i>	
<i>Contact number</i>	<i>Tel:</i>
<i>Contact number</i>	<i>Mobile:</i>
<i>Contact e-Mail Address</i>	
<i>Generic company e-Mail address</i>	
<i>Estimated monthly business (include currency)</i>	
<i>BA contact name</i>	
<i>Department</i>	
<i>BA contact email address</i>	

**Section 2**  
**Type(s) of account required**

Passenger General Sales Agent (GSA)	<input type="checkbox"/>	Charter	<input type="checkbox"/>
General Handling Agent (GHA)	<input type="checkbox"/>	Corporate	<input type="checkbox"/>
Aircraft Maintenance	<input type="checkbox"/>	Commercial	<input type="checkbox"/>
Engineering	<input type="checkbox"/>	Other (please specify)	<input type="checkbox"/>

**British Airways use only**

<i>Finance Manager Approval Print Name Date</i>	
<i>Commercial Manager Approval Print Name Date</i>	
<i>Credit Agency Recommendation</i>	

**Section 1**  
**IAG Cargo Credit Applicant Summary Information**



<i>Company Registered Name (full legal name)</i>	
<i>Trading Name</i>	
<i>Registered Company Number</i>	
<i>VAT Number (if applicable)</i>	
<i>Address</i>	
<i>Contact Name</i>	
<i>Contact number</i>	<i>Tel:</i>
<i>Contact number</i>	<i>Mobile:</i>
<i>Contact e-Mail Address</i>	
<i>Generic company e-Mail address</i>	
<i>Estimated monthly business (include currency)</i>	
<i>BA contact name</i>	
<i>Department</i>	

**Section 2**  
**Type(s) of account required**

Courier	<input type="checkbox"/>	Cargo Ground Handling (GHA)	<input type="checkbox"/>
Cargo CASS Export	<input type="checkbox"/>	Cargo General Sales Agent (GSA)	<input type="checkbox"/>
Cargo CASS Import	<input type="checkbox"/>	Mail	<input type="checkbox"/>
Non CASS Export	<input type="checkbox"/>	Trucking	<input type="checkbox"/>
Non CASS Import	<input type="checkbox"/>	Other (please specify)	<input type="checkbox"/>

**Cargo agents** - Are you a member of CASS? If so please supply your CASS code(s)

Import:  Export:  Courier:

**British Airways use only**

<i>Finance Manager Approval</i>	
<i>Print Name</i>	
<i>Commercial Manager Approval</i>	
<i>Print Name</i>	
<i>Credit Agency Recommendation</i>	

**Section 3**

**Legal Agreement**

We: (Full name of limited company)

Address

hereby apply to British Airways Plc for a credit facility upon the Terms of Business for a Credit Facility, a copy of which we have received and read.

We warrant that all information supplied to British Airways Plc in connection with our application is true and accurate and we will notify British Airways Plc of any alteration in that information occurring before our application has been accepted.

We understand that British Airways Plc reserves the right to decline this application without stating reasons.

Dated:

Signed:

Duly authorised to sign for and on behalf of the above named applicant.

Print Name:

Position:

**Section 4**

## Information to set up Payments to British Airways

### British Airways Bank Details

Bank	
Address	
Account Name	
Sort Code	
Account Number	

## Section 5

### Commercial Credit Account Terms of business for a credit facility

#### Agreement

- 1.1 British Airways Plc ("BA") and the Customer named in the application for credit, agree that any credit facilities offered by BA to the customer shall be subject to these Terms of Business.
- 1.2 These Terms of Business supersede any previous agreement relating to such credit facilities and may only be varied by a written document signed by a duly authorised officer of BA. These Terms of Business shall not affect or vary any provisions not relating to credit facilities and which provisions are binding on BA and/or the Customer by contract, statute, international convention or otherwise.
- 1.3 The credit facility shall be opened upon confirmation in writing given by BA to the Customer and shall continue, subject to these Terms of Business, until terminated as hereinafter provided.

#### Credit Facility

- 2.1 The Customer shall make payment, without deduction (whether by reason of counterclaim, set-off or otherwise), of all sums shown due invoices or on monthly statements of account issued by BA ("a statement") not later than the due date of the invoice/statement issued by BA (subject always to clause 6.3 hereof).
- 2.2 If the Customer is compelled to make any deductions from payments of any sums due under a Statement (including, without exception, any interest payable under Clause 4.1 hereof), the Customer will pay additional amounts to ensure receipt by BA of the full amount which BA would have received but for such deduction.
- 2.3 The Customer shall not at any time knowingly incur credit with BA whereby the total sums owing from the Customer to BA exceeds the Customers current monthly credit limit with BA as advised from time to time by BA to the Customer in writing.
- 2.4 Any sum due from the Customer hereunder shall be paid to BA in sterling (or other nominated currency) at BA's office which is designated by BA from time to time for that purpose.
- 2.5 The Customer shall comply with all current management and administrative requirements relating to the credit facility as may be advised by BA to the Customer from time to time in writing.

#### Customers Obligations

- 3.1 During such period as the credit facility is in effect and thereafter until the Customer shall have paid all sums due to BA the Customer shall comply with the following provisions:
  - 3.1.1 When making payment to BA of sums due under a statement the Customer shall use the remittance advice provided and clearly indicate all the allocations of payment or provide full payment details on bank transfers.

- 3.1.2 Within the time for payment under clause 2.1 hereof, the Customer shall provide full details in writing of any dispute or other reason for non-payment of any sum included in a Statement.
- 3.1.3 The Customer shall advise BA forthwith in writing of any change in ownership of 50% or more of the ordinary share capital of the Customer, any other change which materially affects the ownership or control of the Customer or its business and any change of registered name, address or additional address of the Customer.
- 3.1.4 Within 12 months of the end of each financial year of the Customer, the Customer shall provide BA, upon request, with a copy of the Customer's completed accounts for such financial period.

#### Interest and payment provisions

- 4.1 BA shall be entitled to charge interest at a rate of 3% above the United Kingdom base lending rate, as published by Barclays Bank Plc from time to time calculated on a daily basis against any receivables overdue for payment from the Customer (whether before or after judgement in a court of law) from the date when payment is due and compounded by BA at quarterly intervals.
- 4.2 Unless the Customer has complied with the provisions of clause 3.1.2 hereof all sums shown on a statement shall be conclusively deemed due and owing to BA.
- 4.3 The Customer hereby irrevocably abends on any right to claim set-off against sums included in any Statement/Invoices in respect of sums due from BA to the Customer on any other account. This provision shall be without prejudice to the Customer's right to make separate claim for such sums.
- 4.4 If sums paid by the Customer in respect of any Statement/Invoices are less than the total due thereunder BA may apply such sum in such proportions and such order as BA shall determine.

#### Deposit

- 5.1 The Customer will pay to BA a security deposit of an amount determined by BA in its absolute discretion. For the avoidance of doubt this deposit shall not be available for use by the Customer to pay sums due on monthly statements of account.
- 5.2 The deposit may be used by BA to pay any amount due in the event of a failure by the Customer to pay such amounts shown due on the monthly statements of account. Where the deposit has been used by BA to pay amounts due, the customer will immediately repay such sums as are necessary to restore the deposit to the amount referred to in clause 5.1.
- 5.3 Where the Customer has incurred any liability to BA whether under this agreement or otherwise and whether such liability is liquidated or unliquidated. BA may set off the amount of such liability against any sums that would otherwise be due to BA under this agreement.
- 5.4 On termination of the Credit Account and subject to the full and total discharge by the customer of all of its obligations under the relevant agreed service contract (including without limitation payment of all amounts due) BA shall release to the Customer within one calendar year the balance of the security deposit which has not been supplied by BA towards satisfaction of the amounts due.

## Termination

- 6.1 BA may forthwith (and without prejudice to any other right or remedy of BA) terminate the credit facility if:
- 6.1.1 the Customer shall make or offer to make any arrangement or composition with or for the benefit of its creditors (including any voluntary arrangement as defined in the Insolvency Act 1986); or
  - 6.1.2 the Customer ceases or threatens to cease to carry on business or is or becomes unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986 where applicable) or commits any act of insolvency or bankruptcy; or
  - 6.1.3 a petition or resolution for the making of an administration order or for the bankruptcy, winding-up or dissolution of the Customer (other than a winding-up for the purposes of reconstruction or amalgamation of a solvent company) is presented or passed; or
  - 6.1.4 the Customer files a voluntary petition in bankruptcy or insolvency; or
  - 6.1.5 a supervisor, receiver, administrator, administrative receiver or other encumbrancer takes possession of or is appointed over the whole or any part of the assets of the Customer or any analogous procedure is commenced in any other jurisdiction; or
  - 6.1.6 the Customer commits any breach of its obligations hereunder.
- 6.2 BA may at any time, in its absolute discretion terminate, reduce or vary the credit facility granted to the Customer with immediate effect by notice in writing to the Customer. BA shall not be obliged to state any reasons for termination reduction or variation of the credit facility.
- 6.3 If the credit facility shall be terminated for any reason then:
- 6.3.1 all charges, credits and other sums owing from the Customer to BA shall become due and payable forthwith; and
  - 6.3.2 the Customer shall not thereafter procure or attempt to procure any airline travel or other services from BA on credit.

## General

- 7.1 Where the Customer consists of more than one person or company then their liability hereunder shall be joint and several. In construing this document the clause headings shall be ignored.
- 7.2 The credit facility is personal to the Customer and may not be assigned by the Customer.
- 7.3 The liability of the Customer hereunder shall not be affected by any waiver or indulgence granted by BA to the Customer from time to time.
- 7.4 This agreement shall be construed according to the law of England and Wales. The Customer shall submit to the non-exclusive jurisdiction of the courts of England and Wales and (in the case of a county Court) to the jurisdiction of the Uxbridge County Court.



## Airline Related Credit Account

### Terms of business for a credit facility

#### Agreement

- 1.1 British Airways Plc ("BA") and the Customer named in the application for credit, agree that any credit facilities offered by BA to the customer shall be subject to these Terms of Business.
- 1.2 These Terms of Business supersede any previous agreement relating to such credit facilities and may only be varied by a written document signed by a duly authorised officer of BA. These Terms of Business shall not affect or vary any provisions not relating to credit facilities and which provisions are binding on BA and/or the Customer by contract, statute, international convention or otherwise.
- 1.3 The credit facility shall be opened upon confirmation in writing given by BA to the Customer and shall continue, subject to these Terms of Business, until terminated as hereinafter provided.

#### Credit Facility

- 2.1 If the Customer is a member of the IATA or Airlines Clearing House, settlement will be made via the applicable Clearing House. The Customer shall be bound by the terms and conditions relating thereto.
- 2.2 If the Customer is not a member of the IATA or Airlines Clearing House, the Customer shall make payment of all sums shown due on a monthly statement of account issued by BA (; a Statement;) or invoice no later than the due date specified on the invoice or on the last day of the calendar month in which such Statement is issued (subject always to clause 5.3 hereof). Any sums due to the Customer, for which invoices have been received by BA will be deducted from the sum due to BA.
- 2.3 The Customer shall not at any time knowingly incur credit with BA whereby the total sums owing from the Customer to BA exceeds the Customers current monthly credit limit with BA as advised from time to time by BA to the Customer in writing.
- 2.4 Any sum due from the Customer hereunder shall be paid to BA in sterling (or other nominated currency) at BA's office which is designated by BA from time to time for that purpose.
- 2.5 The Customer shall comply with all current management and administrative requirements relating to the credit facility as may be advised by BA to the Customer from time to time in writing.

#### Customers Obligations

- 3.0 During such period as the credit facility is in effect and thereafter until the Customer shall have paid all sums due to BA the Customer shall comply with the following provisions:
- 3.1 When making payment to BA of sums due under a statement the Customer shall use the remittance advice provided and clearly indicate the allocations of payment or provide full payment details on bank transfers

- 3.2 Within the time for payment under clause 2.1 hereof, the Customer shall provide full details in writing of any dispute or other reason for non-payment of any sum included in a Statement.
- 3.3 The Customer shall advise BA forthwith in writing of any change in ownership of 50% or more of the ordinary share capital of the Customer, any other change which materially affects the ownership or control of the Customer or its business and any change of registered name, address or additional address of the Customer.
- 3.4 Within 12 months of the end of each financial year of the Customer, the Customer shall provide BA, upon request, with a copy of the Customer's completed accounts for such financial period.

#### Interest and payment provisions

- 4.1 BA shall be entitled to charge interest at a rate of 3% above the United Kingdom base lending rate, as published by Barclays Bank Plc from time to time calculated on a daily basis against any receivables overdue for payment from the Customer (whether before or after judgement in a court of law) from the date when payment is due
- 4.2 Unless the Customer has complied with the provisions of clause 3.2 hereof all sums shown on a statement shall be conclusively deemed due owing to BA.
- 4.3 The Customer hereby irrevocably abandons any right to claim set-off against sums included in any Statement in respect of sums due from BA to the Customer on any other account. This provision shall be without prejudice to the Customer's right to make separate claim for such sums.
- 4.4 If sums paid by the Customer in respect of any Statement are less than the total due thereunder BA may apply such sum in such proportions and such order as BA shall determine.

#### Deposit

- 5.1 The Customer will pay to BA a security deposit of an amount determined by BA in its absolute discretion. For the avoidance of doubt this deposit shall not be available for use by the Customer to pay sums due on monthly statements of account.
- 5.2 The deposit may be used by BA to pay any amount due in the event of a failure by the Customer to pay such amounts shown due on the monthly statements of account. Where the deposit has been used by BA to pay amounts due, the customer will immediately repay such sums as are necessary to restore the deposit to the amount referred to in clause 5.1.
- 5.3 Where the Customer has incurred any liability to BA whether under this agreement or otherwise and whether such liability is liquidated or unliquidated. BA may set off the amount of such liability against any sums that would otherwise be due to BA under this agreement.
- 5.4 On termination of the Credit Account and subject to the full and total discharge by the customer of all of its obligations under the relevant agreed service contract (including without limitation payment of all amounts due) BA shall release to the Customer within one calendar year the balance of the security deposit which has not been supplied by BA towards satisfaction of the amounts due.

## Termination

- 6.1 BA may forthwith (and without prejudice to any other right or remedy of BA) terminate the credit facility if:
- 6.1.1 the Customer shall make or offer to make any arrangement or composition with or for the benefit of its creditors (including any voluntary arrangement as defined in the Insolvency Act 1986); or
  - 6.1.2 the Customer ceases or threatens to cease to carry on business or is or becomes unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986 where applicable) or commits any act of insolvency or bankruptcy; or
  - 6.1.3 a petition or resolution for the making of an administration order for the bankruptcy, winding-up or dissolution of the Customer (other than a winding-up for the purposes of reconstruction or amalgamation of a solvent company) is presented or passed; or
  - 6.1.4 the Customer files a voluntary petition in bankruptcy or insolvency; or
  - 6.1.5 a supervisor, receiver, administrator, administrative receiver or other encumbrance takes possession of or is appointed over the whole or any part of the assets of the Customer or any analogous procedure is commenced in any other jurisdiction: or
  - 6.1.6 the Customer commits any breach of its obligations hereunder.
- 6.2 BA may at any time, in its absolute discretion terminate, reduce or vary the credit facility granted to the Customer with immediate effect by notice in writing to the Customer. BA shall not be obliged to state any reasons for termination reduction or variation of the credit facility.
- 6.3 If the credit facility shall be terminated for any reason then:
- 6.3.1 all charges, credits and other sums owing from the Customer to BA shall become due and payable forthwith; and
  - 6.3.2 the Customer shall not thereafter procure or attempt to procure any airline travel or other services from BA on credit.

## General

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- 7.3 The liability of the Customer hereunder shall not be affected by any waiver or indulgence granted by BA to the Customer from time to time.
- 7.4 This agreement shall be construed according to the law of England and Wales. The Customer shall submit to the non-exclusive jurisdiction of the courts of England and Wales and (in the case of a county Court) to the jurisdiction of the Uxbridge County Court.