

## **British Airways PLC**

### **Agreement to Supply Group Nett Rates**

#### **Terms and Conditions**

#### **1. Group Agreement**

- 1.1 This Agreement sets out the Terms and Conditions on which British Airways Plc ("British Airways") agrees to supply nett rates ("Agreed Rate") to the Group.
- 1.2 British Airways will only correspond with the Organiser of the Group unless the Organiser specifically delegates another member of the Group to correspond with British Airways in relation to the Group Booking.

#### **2. Group Size and Qualifications**

- 2.1 Group Size means the following:

- World Traveller and Euro Traveller classes means 10 (ten) or more passengers travelling on all sectors
- World Traveller Plus, Club World, Club Europe and Club on Domestic classes means 7 (seven) or more passengers travelling on all sectors
- First class means 4 (four) or more passengers travelling on all sectors

For the avoidance of doubt, the minimum group size is dictated by the lowest cabin of travel, for example 5 passengers travelling in World Traveller and 5 Passengers travelling in the Club world Travel would not be an eligible group as 10 is the minimum group size.

- 2.2 Any children (aged 2-11) included in the Group will be at the Agreed Rate. Infants (aged 0-2) will be charged at 10% of the Agreed Rate, provided no seat is occupied. If an infant occupies a seat they will be charged at the Agreed Rate.

#### **3. Deposits**

- 3.1 For all Group Bookings, in order to continue holding seats at the Agreed Rate or Rates quoted at the time of booking, British Airways will require a Deposit. British Airways will not require a Deposit in respect of an infant who does not occupy a seat.
- 3.2 The Deposit will be 20% of the fare or £20.00 (whichever is the greater). British Airways reserve the right to vary the Deposit and Deposit Date at any time. These changes will be detailed in your Booking Confirmation which will be sent out at the time the booking is made.
- 3.3 Deposit Dates are specified in the Payment Matrix, Schedule 2. In the event of conflict between the Deposit Dates and the date specified on the Booking Confirmation, the Deposit Date will prevail. British Airways must be advised verbally by the due payment date if Bank Transfer is the chosen form of payment, in order to track the payment is received.
- 3.4 If the Deposit is not received by the Deposit Date, the Group Booking shall be automatically cancelled without further reference to the Organiser, and the Organiser shall indemnify British Airways against any claims, proceedings or liability that arises out of such a cancellation. You will receive a receipt for all payments received. Receipt of

Deposit after the Deposit Date will be treated as a request for a new booking. This request will be subject to availability and possible increases in the Agreed Rate. Deposits are not transferable, and these Terms and Conditions shall apply from when Deposits are received. Deposits must be made in a single payment transaction for the entire Group.

- 3.5 For Group Bookings made within 8 (eight) weeks of departure, a Deposit is not required, as Full Payment must be made within 48 hours of making the booking. For imminent travel, full payment must be made at the time of booking.

#### **4. Payment**

- 4.1 For the avoidance of doubt, the Agreed Rate is to be regarded nett of any commission. No commission shall be payable to the Organiser in respect of the Agreed Rate.

- 4.2 British Airways will issue a full payment advice to the Group Organiser. Full payment (none refundable) against this invoice must be received by 8 (eight) weeks prior to departure. Invoices will be sent to the email address provided at the time of booking. It is the responsibility of the Organiser to ensure contact details are correct. No further reminders will be issued. Late payment will result in automatic cancellation of the Group booking and Deposit forfeited. Any subsequent new request for a Group booking will be subject to availability and a possible increase in the agreed Rate.

- 4.3 Full Payment is required in a single payment transaction for the entire Group by the Full Payment Date.

- 4.4 Payment Method: Deposits and Full Payment may be made by Credit or Debit card (Visa, MasterCard, Diners, and American Express). **Please note British Airways will not apply any surcharge fees for payment by credit or debit card.** If payment is by Credit Card acceptance rules may vary, please speak to your Group bookings consultant. Payment can only be accepted from the Card Holder named on the Credit/Debit card.

- 4.5 Once payment has been received by British Airways, for either Deposit and/or Full Payment (as relevant), the payment is non-refundable, regardless of the Deposit Date or Full Payment Date.

#### **5. Price**

- 5.1 The Agreed Rate excludes taxes, fees, and carrier charges and are not guaranteed against increase in insurance charges, duties or taxes. Carrier imposed charges are guaranteed at time of booking.

- 5.2 Where a Group rate is quoted it will be conditional on a minimum number of people travelling, the minimum Group size being applicable to lowest cabin of travel, and will be subject to the full published fare on BA.com for the applicable cabin, if at any time before ticket issuance the Group size is not met. (As specified in the Booking Confirmation)

#### **6. Names and API**

- 6.1 Provided Full Payment has been received as detailed in clause 4, Names must be provided to British Airways, in accordance with Schedule 2, no later than 2 (two) weeks prior to day of departure unless the booking is made within 2 weeks of departure and in which case Names must be provided at time of booking.

Any booking containing other airline sectors may have additional and more restrictive naming conditions applied at any time, and you should speak to your Group Sales consultant to confirm these.

Where other airlines are present in the booking alternative terms may be applied. Changes and name changes may not be allowed and names may be required 30 days before departure, or at the time of booking if the booking is made within 30 days of departure.

- 6.2 British Airways will then issue Group tickets via our e-ticket system.
- 6.3 Failure to provide names will result in automatic cancellation of bookings. If British Airways does not receive all of the Names by the Naming Date, British Airways will cancel the Group Booking (without payment of compensation) and release the reserved seats. For the avoidance of doubt, this applies even if Full Payment has been made prior to the Naming Date. All payments for pre paid Baggage, paid for Seating, pre order Catering and Car Hire. British Airways will retain all payments received on or before the date of cancellation, and the Organiser will be liable for and shall pay to British Airways all sums that would otherwise be due on or before the date of cancellation.

It is the organiser's responsibility to supply all names by the due date, British Airways will not send repeat further requests or Names reminders.

- 6.4 On or before the Naming Date, the Organiser must provide British Airways with the following information in respect of the Group Booking using the appropriate BA.com Names and Apis form :
- (a) the full name of each passenger as stated on their passport
  - (b) for all citizens of the United States of America travelling on international flights into or out of the US pursuant to the Group Booking, an emergency contact name and telephone number;
  - (c) all API data for each passenger.
  - (d) email address and mobile telephone number for the Organiser; and
  - (e) any and all other information required by British Airways from time to time.

- 6.5 Prior to tickets issued, name changes are available free of charge. Once tickets are issued, Name changes are permitted at a service charge of £50.00 per change and must be carried out at least 48 hours prior to departure by calling the British Airways UK&I Sales department. All requests for name changes must be received verbally in the UK Group Sales office. Name changes can only be actioned by calling the Group Sales team, Email requests cannot be accepted. Name changes will only be actioned at the request of the Group Organiser or other authorised named person in the booking. Airports and other BA offices cannot action name changes on Group bookings under any circumstances. Name changes are not permitted after departure.

## **7. Changes to Group Sizes**

- 7.1 After the Deposit and/or Full Payment (as relevant) is received, any reduction in the Group size will result in the loss of Deposit and /or Full Payment as applicable on the total number of seats released.
- 7.2 If after Deposit and /or Full Payment (as relevant) is made, the Group size reduces to less than the minimum Group Size as applicable to the cabin of travel, the Group Nett rate is no longer valid and the seats will be cancelled with loss of monies for all cancelled space. The applicable published fare as available on ba.com will be applied to those remaining passengers travelling and all associated published fare rules will apply.
- 7.3 All requests requiring clearance for Excess Baggage, Outsize Baggage, Sporting Equipment, including Sporting Wheelchairs, Musical Instruments/Extra Seats for comfort

or cabin baggage, must be advised as soon as possible to the Group Sales department and at least 21 days prior to departure in order for clearance. Failure to advise sufficient notification may result in denied clearance.

Failure to advise British Airways of items requiring clearance prior to deposit paid, resulting on loss off ability to transport same, British Airways cannot accept any liability and Deposits and/or Full Payment as relevant will not be refundable.

## **8 Amendments/Cancellations/Refunds/Fare Rules**

8.1 Tickets are non endorseable and none refundable. Taxes, fees and carrier charges may be refundable. Carrier imposed charges are not refundable unless involuntary refund. Please refer back to your Group Booking consultant for details. British Airways charges an administration fee of £30 per passenger pre and post ticket.

8.2 Upgrades are permitted at any time, for one or more passengers, subject to availability and payment of any additional charges, including and not limited to any increase in fare level as applicable at the time of change, as long as the number of passengers travelling together in at least one direction on the same flight is not less than the minimum Group size. Changes to the Group Nett rate will be applied at the time of Upgrade and any increase in Deposit and/or Final Balance must be paid at the time of confirmation. Upgrade request can only be actioned by contacting the Group Sales Department.

8.3 At any time up to 72 hours prior to departure the Group Organiser may request up to a maximum of 30% of the Group size , one or more Changes/Deviations for particular passengers. British Airways will consider the request and subject to availability and collection of any increase in the Group Nett rate, and the collection of any applicable increase in taxes, fees and carrier imposed charges, allow the changes/deviations. For the avoidance of doubt a Deviation/Change may only be requested for each passenger in one direction as the passenger must have one sector in common with the main Group. Requests for the changes /deviations will only be considered as long as the number of passengers travelling together in at least one direction on the same flight is not less than the minimum group size. All changes/deviations must be requested to the Group Sales Department.

8.4 Changes/Deviations actioned prior to Ticket Issuance are permitted free of charge,

Changes Deviations actioned post ticket issuance will incur a reissue fee of £30.00 per ticket/change.

Whole Group changes will only be permitted at the discretion of the British Airways UK&I Group Sales team, unless involuntary change. Change fees/increase in rate may apply.

In the event of full cancellation of the Group Booking, Deposit and Full Payment is not transferable or refundable.

No date/flight/route changes are allowed once travel has commenced

Please be aware Changes/Deviations and Name Changes may not be available if the itinerary contains other airlines, Please speak to your Group Sales Consultant.

## **9 Late bookings**

For all bookings made within 8 (eight) weeks of departure, Full Payment is required at the time of booking, and Names are due no later than 2 (two) weeks prior to departure. If travel is within 2 weeks, Names and Full Payment are due immediately.

## 10 General Provisions

- a. British Airways reserves the right to withdraw any of its scheduled services at any given time, but will endeavour wherever possible and at its sole discretion to book alternative scheduled flights against Group Bookings that have been confirmed. In the event it is unable to do so, British Airways will provide a full refund of all moneys received. This will be the sole liability of British Airways and the sole remedy of the Group.
- b. British Airways shall not be responsible for losses that result from its failure to comply with these Terms and Conditions, including, but not limited to, direct or indirect losses that fall into the following categories (a) loss of income or revenue; (b) loss of business; or (c) loss of anticipated savings. Nothing in these Terms and Conditions shall be deemed to limit or exclude British Airways' liability for death or personal injury caused by BA's negligence or for fraudulent misrepresentation.
- c. The Agreed Rates are exclusive of all taxes, fees and Carrier charges. The Group shall be liable to pay all of the above valid at the time of full payment, and the Organiser shall ensure that all passengers are in possession of the necessary visas, health requirements and insurance.
- d. All travel on a flight operated by British Airways is pursuant to a contract of carriage with British Airways. For travel on a flight operated by one of British Airways' Franchisees, the Franchisee's Conditions of Carriage will apply. The contract of carriage is governed by (i) the conditions in the ticket or itinerary and receipt; (ii) any tariffs which apply; (iii) British Airways' Conditions of Carriage (which include details of British Airways liability for damage for a flight operated by British Airways); and (iv) British Airways' regulations, (together "British Airways Conditions") and are available from [ba.com](http://ba.com) or from the Group Sales Department. In the event of any conflict between the British Airways Conditions and these Terms and Conditions, British Airways Conditions will prevail.

## 11 Governing Law

- a. To the extent permissible by local law or regulation these Terms and Conditions shall be governed by and construed in accordance with English law. British Airways and each member of the Group submits to the exclusive jurisdiction of the English courts to resolve any disputes that may arise out of them.
- b. 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.

## SCHEDULE 1

### Definitions

In these Terms and Conditions unless the context requires otherwise:

“**API**” means advance passenger information;

“**Booking Confirmation**” means the confirmation setting out the terms and conditions to which a particular Group Booking is subject, issued by British Airways pursuant to Clause 3.3;

“**British Airways**” means British Airways Plc;

“**Deposit**” means the amount set out in the Booking Confirmation and shall be the greater of:

- (a) £20 for each member of the Group Booking; or
- (b) 20% of the total amount due to British Airways in payment for the Group Booking, as adjusted in accordance with Clause 3.3.

“**Deposit Date**” means the due date for cancellation of the Group Booking or payment of the Deposit pursuant to Clause 1, as specified in the “Deposit” column of the Payment Matrix;

“**Franchisee**” means Comair Limited and Sun-Air of Scandinavia A/S;

“**Full Payment**” means the total amount due (including any Deposit) in relation to a Group Booking;

“**Full Payment Date**” means the date by which the Organiser is irrevocably committed to paying for the seats held at Full Payment Date; Payment Matrix;

“**Group**” means a group of passengers travelling together who are represented by the Organiser

“**Group Booking**” means a contract for the carriage of a Group formed pursuant to these Terms and Conditions;

“**Names**” means full name of all passengers in the Group as appears on passport;

“**Naming Date**” means the day on or before which the Organiser must supply the Names of all passengers travelling pursuant to a Group Booking to British Airways as set out in the “Naming Date” column of the Payment Matrix;

“**Organiser**” means the person responsible for the Group;

“**Payment Matrix**” means the table detailing the schedule and commitment level of the Organiser set out in Schedule 2; and

“**Upgrade**” means a passenger who chooses to travel in a higher fare class in the same cabin or a higher cabin.

## SCHEDULE 2

### Payment Matrix

<b>Booking Dates</b>	<b>Deposit Dates</b>	<b>Full Payment Dates</b>	<b>Naming Dates</b>
<b>Bookings made more than 12 weeks prior to departure</b>	Due within 2 weeks of Booking Confirmation	Due at least 8 weeks prior to departure	Latest 2 weeks prior to departure
<b>Bookings made more than 8 weeks and up to (and including) 12 weeks prior to departure (Including Schools, Colleges and Universities)</b>	Not required	Due at least 8 weeks prior to departure	Latest 2 weeks prior to departure
<b>Bookings made more than 2 weeks and up to (and including) 8 weeks prior to departure (Including Schools, Colleges and Universities)</b>	Not required	Due within 48 hours of booking	Latest 2 weeks prior to departure
<b>Bookings made within 2 weeks prior to travel (Including Schools, Colleges and Universities)</b>	Not required	Due at time of booking	Due at time of booking

Deposit Due Dates for Schools and Colleges – With proof of organisation

<b>Booking Dates</b>	<b>Deposit Dates</b>	<b>Full Payment Dates</b>	<b>Naming Dates</b>
<b>Schools, Colleges and Universities, for bookings made more than 16 weeks prior to departure. (All bookings made within 16 weeks prior to departure follow normal payment terms as above.)</b>	Due Within 8 weeks of Booking Confirmation	Due at least 8 weeks prior to departure	Latest 2 weeks prior to departure