

Group Bookings

Terms & Conditions of Contract

Valid from 08 February 2010 until further notice.

- ∅ Organisers contracting group space on an ATOL to ATOL basis should refer to section 8A
- ∅ Organisers who do not hold an ATOL licence will be considered to be acting as a Ticket Provider, and should refer to section 8B

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Definitions:-

In the Contract, the following words and phrases have the following meanings unless the context otherwise requires:

- “Airlines”** means British Airways, British Airways Cityflyer, the Franchisees and other airlines Lime represents from time to time;
- “API”** means Advance Passenger Information to be provided in advance of any flight to a required destination. A list of destinations is available on www.batraveltrade.com or by request from Lime Management;
- “ATOL Regulations”** means the Civil Aviation Authority (Air Travel Organisers Licensing) Regulations 1995, as amended from time to time;
- “Balance”** for the purpose of this contract can be defined as ‘The amount calculated by multiplying the number of passengers making up the Group Booking as at the Balance Due Date by the Group Nett Rate plus taxes plus any relevant surcharges and less any transferable Deposits’ ;
- “Balance Due Date ”** means the date on which the Organiser commits to pay Lime in full for a Group Booking, pursuant to Section 4;
- “BT Ticket”** means a ticket which makes no mention of any fare on the passenger coupons. Generally referred to as a BT Ticket;
- “Business Days”** means a day other than a Saturday or Sunday on which banks are open in the City of London.
- “Conditions of Carriage”** means the relevant Airline’s terms and conditions of carriage and notices and conditions of contract on tickets current at the time of booking;
- “Confidential Information”** means secret or confidential information (including without limitation, the Group Nett Rates and the terms and conditions of this Contract or any quote [the Group Booking Offer] or Group Booking made pursuant to this Contract);
- “Deposit”** means the greater of:-
- (a) £25 for each member of the Group Booking; or
 - (b) 20% of the total Group Nett Rate due to Lime in payment for the Group Booking, as adjusted in accordance with Section 3;
 - (c) Or such other amount notified, by Lime, to the Organiser when providing a quote [Group Booking

Offer].

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| “Deposit Due Date” | means the due date for collection of the Deposit or cancellation of the Group Booking, pursuant to Section 3; |
| “Deviation” | means that one or more passengers from a Group Booking will travel with a different itinerary from the rest of the Group (such as a different outward or return flight/date); |
| “E-ticket” | means a paperless electronic ticket held within the Airline’s reservation system |
| “Franchisees” | means the British Airways franchisees as nominated and notified from time to time. At the date of this contract those franchisees are Comair Limited, Sun-Air of Scandinavia A/S and any other airlines notified to Lime by British Airways from time to time |
| “GDS” | means Global Distribution System. In this instance- Galileo, Amadeus, Worldspan or Sabre |
| “Group” | means on British Airways, a group of: 10 or more in World Traveller or Euro Traveller (Economy) 7 or more in World Traveller Plus (Premium Economy) Club World or Club Europe (Business); 4 or more in First (First Class); or equivalent cabin on other airlines; |
| “Group Booking” | a contract for the carriage of a Group of passengers formed pursuant to this Contract; |
| “Group Booking Offer” | means an offer of a Group Nett Rate and available seats sent, in writing, by Lime to the Organiser by e-mail or any other method as used by Lime, from time to time; |
| “Group Nett Rates” | means fares quoted to the Organiser in accordance with Section 1 for travel by a Group on the Airlines’ flights; |
| “Issuing Office” | means the premises of Lime which at the date of this Contract is at Park House, Manor Park Court, Manor Park Avenue, Runcorn, Cheshire WA7 1TN; |
| “Lime” | Lime Management Ltd, Registered number 4783866 |
| “Losses” | means direct and indirect costs, claims, actions, expenses, losses or liabilities (including without limitation, economic loss and loss of profit (direct or indirect), indirect loss or consequential loss); |
| “Naming Date” | means the day on or before which the Organiser must supply to Lime the names of all passengers travelling pursuant to a Group Booking and the other information |

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| | required pursuant to Section 7; |
| “Organiser” | company, or designated individual on behalf of a company, making a group booking pursuant to this contract; |
| “Package” | Shall have the meaning set out in the Package Travel Regulations, |
| “Package Travel Regulations” | means the Package Travel, Package Holidays and Package Tour Regulations 1992, as amended from time to time; |
| “Personnel” | means the Organiser’s employees, agents, contractors, sub-contractors and their employees from time to time; |
| “Service Fees” | means charges, as specified in Appendix 2, applied by Lime for servicing a group including issuing tickets or e-tickets under this contract; |
| “Tour Operator” | means a Tour Operator who has been approved as being eligible to receive Group Nett Rates from Lime (as agent for the Airlines); |
| “Tour Operators Group of Companies” | means, in relation to any company, that company and every other company which is for the time being a subsidiary or holding company of that company or a subsidiary of any such holding company (and the terms “subsidiary” and “holding company” shall have the meanings given to them by Sections 736 and 736A of the Companies Act 1985). |
| “Upgrade” | means a passenger who chooses to travel in a higher class in the same cabin or a higher cabin |

Recitals:-

- A. For the purpose of this contract Lime Management Ltd has been appointed a **Groups Specialist Agent** by British Airways and the Airlines. Lime is authorised to supply Group Nett Rates to Tour Operators and Travel Organisers. Throughout this contract the term 'The Organiser' will cover both.
- B. This document details the contractual obligations and commitments of both Lime and the Organiser.
- C. A Group, for British Airways, is defined as a group of passengers of:-
- 10 or more in World or Euro Traveller (Economy)
 - 7 or more in World Traveller Plus (Premium Economy) Club World or Club Europe (Business Class).
 - 4 or more in FIRST (First Class).
or equivalent cabins on other airlines.
- D. For the purpose of this agreement Lime Management's role is solely that of Groups Specialist Agent for each Airline, distributing Group Nett Rates and issuing and distributing Tickets for Group Bookings to the Organisers. Furthermore Lime is not the carrier of passengers or luggage, and does not assume any obligations or responsibilities to or for or on behalf of the Organiser or its customers for providing air transport services.

NB. Group bookings which involves any carriage provided by a carrier other than those airlines defined in the 'Definitions' on page 3 may have different terms and conditions to those of this contract and would be applicable to that portion of the group booking.

Process & Conditions:

1. Requesting Group Nett Rates

1.1 Requests for Group Nett Rates should be made:

- a) **On-line** via Lime's web site at www.lime-management.co.uk;
- b) or via a **GDS** (subject to registration with Lime). GDS prompt guides are available detailing required formats;
- c) or via any other media as determined, by Lime, from time to time.

A check-list of the information required to process a request is attached in Appendix 1

1.2 Lime requires all instructions relating to Group Bookings to be in writing.

Where these instructions are critical or time dependent we strongly suggest a telephone call is made to Lime's Groups Department to establish receipt of the communication. Please see Section 14.3 relating to liability for communications.

1.3 Responses:

- a) On receipt of a request made on-line, Lime will request fares from the Airlines and a Quote (or other response) will be communicated back to the Organiser by e-mail.
 - b) Requests made via a GDS will have a Quote (or other response) returned by the same method.
- No discounts are applicable to children (ages 2 – 11 inclusive) on Group Nett Rates.
 - Infants (not occupying a seat) will pay 10% of the Group Nett Rate. Infants are defined as ages up to but not including 2.

1.4 Lime will use reasonable endeavours to respond within 24 hours on business days. Some bookings may take longer including, for example:-

- Requests for travel outside of system range (i.e. more than 353 days ahead)
- Premium cabin bookings
- Groups of more than 98
- Bookings including other airlines apart from British Airways
- Overseas originating groups.

1.5 At this stage no space or availability is guaranteed. The Quote is subject to availability at the time of confirmation and cannot be considered binding until the Organiser makes a Group Booking in accordance with section 3. Until this time, Lime, on behalf of the Airline, may amend, change or withdraw any Quote.

2. Confirming a Group Booking

- 2.1 Should a Group wish to accept a Quote, the next step is to request space. Lime will use reasonable endeavours to respond within 24 hours on business days.
- 2.2 a) for Quotes received by e-mail, requests to confirm should be made in writing by e-mail.
b) for Quotes received via a GDS, requests to confirm should be made through the same media in the format described in GDS prompts guides.
- 2.3 At this stage it is possible, if the availability on the requested flights has changed since the Quote, an amended Group Nett Rate may be confirmed. If this is the case no space will be reserved until this new Quote has been accepted by the Organiser.
- 2.4 When a Quote is accepted and re-confirmed by Lime, seats will be booked and a Group Booking Offer will be e-mailed detailing flight routings, dates, times, Group Nett Fare, current applicable taxes (for advice only), Service Fees, Deposit amount, Deposit Due Date and Balance Due Date.
- 2.5 To continue to hold the space as detailed in the Group Booking Offer a written confirmation accepting this Contract, plus Deposit must be received, from the Organiser, in line with the schedule shown in section 3.4. Upon receipt of a confirmation from Lime, all details must be checked for accuracy and any amendments notified at the earliest possible opportunity prior to departure.
- 2.6 If a Group Booking involves any carriage by a carrier other than the Airlines, Lime cannot accept liability for the performance of that carrier.

3. Deposits

- 3.1 Any reduction in Group size must be notified, so that seats can be released and resold.
- 3.2 Deposits (cleared funds) must be received by the Deposit Due Date as advised in the Group Booking Offer (see section 2.4).
- 3.3 Payment of a Deposit constitutes acceptance of the Terms and Conditions detailed in this document and the Airline's Conditions of Carriage (these are available on-line at www.lime-management.co.uk)
- 3.4 Payment should be made via Lime's direct debit system (direct debit mandates are available on request). Payment by cheque or bank transfer will only be accepted by prior arrangement. Authority to take payment by Direct Debit, or other payment queries, should be directed to groups.payments@lime-management.co.uk
- 3.5 Deposit Due Dates are calculated in accordance with the schedule below, unless otherwise stated in the Group Booking Offer:

| <u>Booking time prior to departure</u> | <u>Deposit Due Date</u> |
|---|-------------------------------------|
| Over 20 weeks | 2 months after confirming the group |
| Between 19 weeks & 13 weeks inclusive | By 12 weeks prior to departure |
| Between 12 weeks + 6 days & 8 weeks inclusive | 1 week after confirming the group |
| Within 8 weeks | Full payment within 24 hours |

3.6 If the Deposit payment (cleared funds) is not received by the Deposit Due Date seats held will be cancelled without referral.

3.7 All Deposits are non-refundable. A proportion of Deposits from cancelled seats may be transferred toward the Balance payment. See section 5.1.1.

3.7 Group Nett Rates may be amended, by Lime on behalf of the Airlines, due to increases in fuel surcharges, insurance charges, security charges, airport charges or government taxes, fees or charges or otherwise adjusted in accordance with the Conditions of Carriage.

4. Balance Payments

4.1 Any reduction in Group size must be notified, so that seats can be released and resold.

4.2 On receipt of a pro-forma invoice and prior to the Balance Due Date, the Balance of the Group Nett Rate, ticket taxes and Ticketing Fees will be due, 6 weeks prior to the date of the first flight sector, or immediately if booking within 8 weeks, or unless otherwise stated. This is the Balance Due Date.

4.3 On the Balance Due Date, the Balance in respect of the Group Booking becomes due from the Organiser to Lime. The amount due will be calculated by multiplying the number of passengers making up the Group Booking as at the Balance Due Date (as set out in the Group Booking Offer), by the Group Nett Rate plus taxes chargeable on that day plus any relevant surcharges and less any transferable Deposits (see section 5.1.1).

4.4 Payment should be made via Lime's direct debit system (direct debit mandates are available on request). Payment by cheque or bank transfer will only be accepted by prior arrangement. If payment (cleared funds) is not received by the Balance Due Date space held will be cancelled without referral.

4.5 Payment of all amounts due under this Contract or any Group Booking made pursuant to this Contract shall be in pounds sterling.

5. Group Size Adjustment

5.1 Prior to the Deposit Due Date the number of passengers forming part of the Group Booking may be reduced without charge, so long as the minimum numbers constitute a Group and subject to Lime, on behalf of the Airlines, reserving the right to alter the applicable Group Nett Rate.

5.1.1 Prior to the Balance Due Date and after Deposits have been paid the number of passengers who form part of the group booking may be decreased so long as the

minimum numbers constitute a Group. If the decrease is no more than 20% of the size of the Group Booking as confirmed at the Deposit Date then no charge is payable for changing the Group Booking. In this instance Deposits paid will not be refunded but transferred against remaining seats to form part of the Balance payment.

5.1.2 If, at the Balance Due Date, the cumulative decrease is more than 20% of the size of the Group Booking, as confirmed at the Deposit Due Date, then Deposits paid will be forfeit for all cancelled seats and not just those in addition to 20%.

5.2 If, after the Balance Due Date, the size of the Group Booking (as determined at the Balance Due Date) is decreased you would incur full cancellation charges on an unadjusted basis.

5.3 If the number of passengers included in the Group Booking increases at any time, then the Organiser may request additional space from Lime. Lime will use its reasonable endeavours to accommodate the request, subject to availability and subject to agreeing any adjustment to the applicable Group Nett Rate (if any) or any other provisions of the Group Booking.

5.4 Any change in the size of the Group, or other change resulting in an increased Group Nett Rate, will result in a proportionate adjustment to the Deposit

5.5 Deviations - At any time prior to issuing Tickets, the Organiser may request Deviations for particular passengers in the Group Booking. Deviations, where appropriate, will be requested from the Airlines which, subject to availability, may (at its absolute discretion and subject to agreeing any changes to the provisions of the Group Booking including the Group Nett Rate and Deposit) allow the Deviations requested.

5.6 Upgrades – Lime can, on request, obtain nett rates to upgrade members of a Group to a higher cabin class, subject to availability, on a one-way or round-trip basis. Subject to availability, no limit will be made on the number of passengers who can upgrade to a higher class in the same cabin or to a higher cabin of travel.

6. Cancellation

6.1 Cancellation of a Group Booking made after the Deposit Due Date but before the Balance Due Date (i.e. outside 8 weeks of departure) will incur loss of Deposit.

6.2 Cancellation of a Group Booking made after the Balance Due Date (i.e. within 8 weeks of departure) will incur full cancellation charges on an unadjusted basis.

6.3 All cancellations – of individual travellers or whole Group Bookings – must be advised in writing to groups@lime-management.co.uk. For the avoidance of doubt this includes Group Bookings made through a GDS. Lime accepts no responsibility for non-receipt of cancellation notifications from the Organiser.

7. Naming Date and Provision of Information

7.1 The latest Naming Date for all passenger names and any other information as required by the Airlines is 1 week prior to the date of the first flight sector. After this time any unnamed space will be cancelled without referral.

7.2 Names should be passed to Lime, by email, in the format shown below:

JOHNSON/PAUL MR (please note the importance of providing the full first name).

Name list should be e-mailed to groups.ticketing@lime-management.co.uk

Specially created forms to simplify supplying names are available on request. If the Group Booking was made through a GDS, names may be added directly into the booking, up to the point of ticketing.

7.3 Children under 12 years of age, and Infants under 2 years of age, must be clearly identified and their dates of birth supplied.

7.4 Names may be changed up to the Naming Date but amendment fees (£30 charged by BA and £25 per Ticket by Lime) will apply if Tickets have already been issued.

7.5 No name changes will be considered after the date of the first flight sector.

7.6 On or before the Naming Date, the Organiser must provide Lime with the following information in respect of the Group Booking:

- (a) for all citizens of the United States of America travelling on international flights into or out of the USA pursuant to the Group Booking, an emergency contact name and telephone number;
 - (b) all Advance Passenger Information (API) or other data requested by Lime or the Airlines, from time to time. See www.batraveletrade.com for up to date lists of APIS required destinations. This data can be supplied via Lime's website at www.lime-management.co.uk ;
 - (c) an emergency contact e-mail address and mobile telephone number for each group.
- 7.7 If Lime does not receive all of the details required pursuant to this Clause 7 by the Naming Date, Lime may cancel the Group Booking (without referral and 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.

7.8 The Organiser shall ensure that all passengers in each Group, who have had Tickets issued pursuant to this Contract, are advised:

- (i) to check the accuracy of the documentation received, notifying any changes;
- (ii) to check and comply with the relevant entry requirements for any country the individual is visiting;

- (iii) to have the correct visas, passport, health certificates and other documentation for the relevant journey at the time of travel;
- (iv) to re-confirm their return flights, if required to do so;
- (v) the name of the particular Airline (or other carrier) that will be operating any of the flights; and
- (v) of the Conditions of Carriage and all other relevant fare rules and ticketing and contractual conditions

8. Distribution of Group Nett Rates

8A – ATOL to ATOL Sales

- 8.1 Lime shall require from each Organiser its ATOL number (unless the Organiser is not making available seats on flights in the United Kingdom - excluding the Channel Islands and the Isle of Man) and shall require each such Organiser to warrant that its ATOL number has been issued directly to that Organiser by the CAA and that the ATOL licence to which it relates is in full force and effect.
- 8.2 The Organiser will notify Lime immediately in writing if it becomes aware that it has acted or omitted to act in such a way that results in a breach of the ATOL Regulations or a breach of the Organiser's ATOL licence, or if the Organiser's ATOL licence is revoked, withdrawn, or suspended or if the terms of the Organiser's ATOL licence are altered in any way.
- 8.3 No Organiser shall appoint any person, firm or company to act as the sub-agent or distributor of the Organiser for the sale of seats at Group Nett Rates.
- 8.4 The Organiser shall ensure that they act as principal, as defined by the Package Travel Regulations and not as an agent or hold themselves out as an agent for Lime or any Airline;
- 8.5 If an Organiser is subject to the Tour Operator Margin Scheme, Lime may allow the Organiser to sell the Group Nett Rates to members of the Tour Organiser's Group of Companies subject to:
- (a) Lime giving prior written consent for the sale of seats at Group Nett Rates to the relevant member of the Organiser's Group of Companies, such consent may be limited to particular trading names of that Organiser;
 - (b) the provisions of that sale being the same as those set out in this Contract; and
 - (c) the Organiser ensures that any of the Organiser's Group of Companies to which Group Nett Rates are sold comply with all the provisions of this Contract.
- 8.6 If the Organiser is not subject to the Organiser Margin Scheme, the Organiser may only sell the Group Nett Rates under the Organiser's own trading names, unless it has received Lime's prior written consent to do otherwise.
- 8.7 The Organiser shall indemnify, defend and keep indemnified, Lime and the Airlines against any and all Losses of whatever nature incurred or suffered by Lime or any Airline as a result of the sale of seats at Group Nett Rates to, or the acts or omissions of, any Organiser in breach of this clause, including those which are wilful or negligent.

8B – Non ATOL Sales

- 8.8 Lime on behalf of the Airlines agrees that the Organiser may act as a ticket provider under Lime's ATOL 76072

8.9 The Organiser shall:

- (a) conduct itself in accordance with the highest business standard and not do or permit or omit to be done anything which might reflect adversely upon the business integrity or goodwill of Lime or the Airline;
- (b) comply, at all times with all instructions and procedures relevant to Group Nett Rates notified to the Organiser by any Airline or Lime from time to time;
- (c) comply with all reasonable instructions issued by Lime pursuant to or in connection with this contract;
- (d) provide all reasonable assistance on enquiry or investigation by Lime or any Airline;
- (e) only sell seats at the Group Nett Rate directly to passengers who are members of a Group organised by the Organiser. The Organiser warrants that they will pass on Lime's invoice which reflects the total fare and tax value payable to Lime. This equates to the level of protection available to the passenger under Lime's ATOL. The Organiser also warrants that they will, prior to receiving any money from the passenger, inform them of the fact that they will be ATOL protected, under Lime's licence and instructing the passenger to ensure that they receive and retain Lime's ATOL invoice. This will be the evidence needed in the unlikely event of Lime's insolvency. The CAA would ensure that your passenger is not stranded abroad and will arrange to refund any money paid to us for an advance booking. For further information visit the ATOL website at www.atol.org.uk.

Any service charges levied by the Organiser for providing their service will be invoiced separately by the Organiser.

- (f) in accordance with the CAA's ATOL reform, which came into effect on 1st April 2008, the Organiser must collect £2.50 per passenger (excluding infants), for all bookings that are confirmed on or after 1st October 2009. This fee relates to the 'ATOL Protection Contribution – APC' and which affords immediate protection under Lime Management's ATOL. If the booking is subsequently cancelled, the APC remains payable because the customer will have received ATOL protection prior to cancellation.
- (g) not appoint any person, firm or company to act as the sub-agent or distributor of the Organiser for the sale of seats at Group Nett Rates.

9. Servicing the group

9.1 Lime will offer assistance in relation to any reasonable requests made by the Organiser in regard to a Group Booking. These include (but are not limited to):

- o Special meal requests
- o Group check-in
- o Boarding assistance
- o Carriage of sporting equipment/excess baggage

All requests are subject to availability.

9.2 Correspondence:

Pre-Departure: Any correspondence relating to services supplied under this agreement should be referred to Lime Management Ltd in the first instance. Any complaints specifically relating to service provided by Lime Management should be made in writing to the General Manager at the address shown at the end of this document.

Post-Departure: Any complaints relating to services provided by the Airlines should be made in writing to:

British Airways Customer Relations (S506)
PO Box 5619
Sudbury
Suffolk
CO10 2PG

NB Clear reference must be made to Lime Management in all correspondence.

10. Ticketing

- 10.1 All Ticket issuing for Group Bookings will be carried out by Lime. The scale of charges is attached in Appendix 2. Any applicable Service Fees will be re-confirmed in the Group Booking Offer.
- 10.2 The latest Ticketing Date is 1 week prior to the date of the first flight sector. After this time any unticketed space will be cancelled.
- 10.3 Tickets will be issued using BT ticketing.
- 10.4 Name Changes, once Tickets have been issued, will be charged at £30, which is paid to British Airways in addition to Lime's amendment fee of £25 per Ticket.
- 10.5 No flight, date or route changes will be permitted after Tickets have been issued. Upgrades may be permitted subject to availability and at the discretion of British Airways.
- 10.6 E-tickets will be issued as standard in line with the Airline's E-Ticketing mandate. Where E-ticketing is not possible no surcharge will be made for paper tickets.
- 10.7 All Group Nett Rates are exclusive of taxes, fees and charges.
- 10.8 Unaccompanied children under the age of 16 shall not be permitted to travel at Group Nett Rates.
- 10.9 If a Group or an individual from the Group does not show for the booked flight (a "no show") the cost of that seat is forfeit. Airlines usually cancel the inbound sector of an itinerary if there has been a no show on the outbound sector. However, if any member of a Group wishes to use the inbound sector of an itinerary where there has been a no show on the outbound sector then the Organiser must obtain Lime's agreement (to be given or withheld at the relevant Airline's discretion).
- 10.10 For the avoidance of doubt, all Group Nett Rates issued pursuant to this Contract shall be non commissionable.
- 10.11 The Airlines can withdraw flights at any time. Any such withdrawal will be dealt with in accordance with the Conditions of Carriage.
- 10.12 All tickets / itineraries must be checked for accuracy upon receipt and prior to departure. Any alterations, including but not limited to name changes, must be notified so that any tickets can be reissued prior to departure.

11. Test Calling

- 11.1 Lime shall, from time to time, without notice and anonymously make telephone calls to the Organiser and may make and keep records of them (including the name of the individual spoken to by Lime) and use the records for the following purposes:
- (a) to check compliance of this Contract and notifying of compliance or any lapse or suspected lapse in compliance;

- (b) to assess market trends and practices; and
- (c) to identify training needs.

11.2 For purposes of compliance with the Data Protection Act 1998 (as amended from time to time) the Organiser shall inform all of its Personnel in advance that Lime shall be conducting such telephone calls and the purposes to which information collected in them might be put.

12. Advertisements & Promotions

12.1 The Organiser may advertise or promote Packages including Group Nett Rates provided that Lime has given its prior written consent to such advertising or promotion (such consent to be given or withheld in Lime's absolute discretion). If Lime consents to the advertising or promotion of a Package pursuant to this Clause, such advertising or promotion shall be subject to the following restrictions:

- (a) use of British Airways or any Airline's logos, trade marks or other intellectual property must be in accordance with the relevant Airline's instructions and current guidelines including, without limitation, the British Airways Identity and Brand Communications Guidelines (which are available on request);
- (b) all promotional and advertising material in respect of the Group Nett Rates must comply with any rules and restrictions issued by Lime or the Airlines from time to time;
- (c) any promotion or advertisement of travel services included in the Package (for example car hire, cruises or accommodation) in connection with the Group Nett Rates must be in a form approved by Lime or the Airlines;
- (d) the Organiser shall obtain Lime's prior written approval of any such advertisement, such approval to be given or withheld in accordance with BA or the relevant Airline's instructions and current guidelines, including without limitation, the British Airways Identity and Brand Communications Guidelines.

12.2 If Clause 12.1 is breached then, the Organiser shall, at the request of Lime or the relevant Airline, immediately withdraw any such advertisement or promotion. This is without prejudice to any other remedy, which Lime or the Airlines might have in relation to such breach.

13. Termination

13.1 Either party may terminate this Contract by written notice with immediate effect if:

- (a) the other ceases to carry on business or suspends all or substantially all of its operations (other than temporarily by reason of a strike) or suspends payment of its debts or is or becomes unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986); or
- (b) a winding up petition is presented in respect of the other party and is not set aside within 14 days; or
- (c) the other party goes into liquidation either compulsorily or voluntarily (save for the purposes of a bona fide reconstruction or amalgamation); or
- (d) notice of intention to appoint an administrator is served in respect of the other party or a petition or an application for an Administration Order is presented; or
- (e) an administrator, administrative receiver or receiver is appointed in respect of the whole or any part of the other party's assets; or
- (f) the other party proposes to enter or enters into any composition or arrangement with its creditors generally or any class of creditors; or
- (g) any other steps are taken to enforce any encumbrance over all or part of the assets and/or undertaking of the other party; or
- (h) the other party is subject to an event analogous to Clauses 14.1(a) to 14.1(g) in any other jurisdiction; or
- (i) the other materially breaches this Contract or any Group Booking made pursuant to this Contract; or
- (j) the other fails to remedy, where it is capable of remedy, or persists in any breach of any of its obligations under this Contract or any Group Booking made pursuant to this Contract after having been required in writing to remedy or desist from such breach within 30 days; or
- (k) any regulatory authority lawfully requires either or both parties to terminate this Contract or not give effect to the whole or a material part of this Contract or requires either or both of the parties to cease arrangements of this nature.

13.2 Lime may terminate this Contract or any or all Group Bookings made pursuant to this Contract immediately on written notice to the Organiser if:

- (a) if the Organiser is an individual, the Organiser is the subject of a petition for a bankruptcy order, or suffers any similar procedure; or
- (b) if the Organiser is a partnership, the Organiser is dissolved; or suffers any similar procedure; or
- (c) there is a change of Control of the Organiser ("Control" shall have the meaning specified in section 416 of the Income and Corporation Taxes Act 1988); or

- (d) the Organiser fails to comply with the terms and conditions of this Contract, including, without limitation, section 8; or
- (e) any act or omission of the Organiser arising out of or in connection with this Contract causes Lime to suffer or incur any Losses.

13.3 Termination of this Contract or any Groups Booking made pursuant to this Contract for any reason shall be without prejudice to the rights and remedies of either party which may have accrued up to the date of termination. In particular, where a passenger has concluded a contract with the Organiser for the purchase of a seat or Package which includes a seat on a flight at a Group Nett Rate prior to termination, the relevant Airline shall honour such contract and treat this Contract and the relevant Group Booking as not having terminated in relation to such contract for that seat alone. The Airlines shall ensure that any such passengers are issued with tickets for travel.

14. Liability

14.1 Nothing in this Contract, or any Group Booking made pursuant to this Contract, will exclude or limit either party's liability for death or personal injury caused by that party's negligence, or for fraudulent misrepresentation.

14.2 Subject to Sections 8.7 and 13.1, neither Lime nor the Airlines shall be liable to any Organiser for any loss of profit, goodwill or other economic loss (direct or indirect) or any other indirect or consequential losses or damage which arises out of or in connection with this Contract or any Group Booking made pursuant to this Contract, or any act or omission of Lime or any Airline.

14.3 Lime shall have no liability for any Losses suffered or incurred by the Organiser as a result of any failure of any electronic mail system, Lime's website and/or intermediate lines of communication or delay to the post or the courier as the case may be.

14.4 The Organiser shall keep Lime and the Airlines fully indemnified against all Losses resulting directly or indirectly from:

- (a) The Airline's refusal to carry any passengers travelling on tickets sold pursuant to this Contract who do not hold the appropriate visas, permits, passports or other documentation required for entry into the UK or any other country or state; or
- (b) any failure to comply with the provisions of this Contract, including, without limitation, Sections 3,4,6,7,8,10 and 12
- (c) any negligent act or omission or willful default of the Organiser or any officer, employee, agent, contractor or subcontractor of the Organiser.

14.5 Without limiting the generality of Clause 14.3, if any act or omission of the Organiser causes Lime to be in breach of the terms and conditions of its agency agreement with any Airline and Lime receives an invoice from any Airline or suffers or incurs Losses arising out of or in connection with any such breach, the Organiser shall indemnify Lime and keep Lime indemnified against the full amount of any such invoice or Losses.

- 14.6 Any claim relating to Tickets issued by Lime must be received by the last working day of the month following the date the Ticket was issued after which time neither Lime nor the Airlines shall be liable for any further claims.
- 14.7 The Organiser shall not assign, delegate, sub-contract or transfer or otherwise dispose of all or any of its rights and obligations under this Contract or any Group Booking made pursuant to this Contract without Lime's prior written approval, to be granted or withheld at Lime's absolute discretion. No such restriction shall apply to Lime.
- 14.8 The Organiser warrants that it will provide adequate control over the security of its operations so as to prevent illegal and/or fraudulent transactions with Lime. This without limitation to the scope of this warranty, includes security over the access to the Organiser's computer systems, equipment and passwords. The Organiser shall indemnify Lime and the Airlines and keep them fully indemnified from and against any and all Losses suffered or incurred by Lime or the Airlines as a result of tickets wrongly or wrongfully issued as a result of the use of the Organiser's systems, equipment or passwords.
- 14.9 Neither Lime nor the Airlines shall be liable for and the Contract shall not be terminable by the Organiser in respect of any breach of contract caused by events outside Lime's or the Airline's reasonable control, including, without limitation, any war (threatened or actual), act of terrorism or hostilities (threatened or actual), government interference or labour dispute. The Organiser shall not be liable for and the Contract shall not be terminable by Lime in respect of any breach of Contract caused by events outside the Organiser's reasonable control.
- 14.10 This Contract, Quotes, Group Booking Offers, the Conditions of Carriage and any applicable tariffs and fare rules, together with the documents expressly referred to in this Contract shall constitute the entire agreement between the parties relating to its subject matter and shall override any prior correspondence or statements relating to them (including, without limitation, any statements or representations in any advertisements or literature produced by any Airline). Neither party will have any claim against the other for misrepresentations it has made in relation to the subject matter of this Contract unless that party has made such misrepresentations fraudulently. In the event of any conflict between the Contract, any Booking Confirmation and the Conditions of Carriage then the documents shall have the following descending priority:
- (1) Conditions of Carriage; (2) the Booking Confirmation; (3) this Contract.
- 14.11 Nothing in this contract or any Booking Confirmation issued pursuant to this contract shall create or be deemed to create a partnership, agency, joint venture, relationship of employer and employee or similar relationship between parties.
- 14.12 The rights and remedies of either party in respect of this Contract or any Group Booking made pursuant to this Contract shall not be diminished, waived or extinguished by the granting of any indulgence, forbearance or extension of time granted by such party to the other nor by any failure of, or delay by the said party in ascertaining or exercising any such rights or remedies. The waiver by either party of any breach of this Contract or any Group Booking made pursuant to this Contract shall not prevent the subsequent enforcement of that provision and shall not be deemed to be a waiver of any subsequent breach of that or any other provision.

14.13 If any provision of this Contract is ruled to be invalid for any reason, that part of the Contract which is ruled to be invalid shall not form part of this Contract and such invalidity will not affect the rest of this Contract which will remain valid and enforceable in all respects.

14.14 This Contract is governed by and should be construed in accordance with English law. Any dispute or claim which the parties cannot settle will be subject to the exclusive jurisdiction of the English Courts.

Groups Contact Details

Tel - 01928 595 595

Fax – 01928 595 559

E-mail - groups@lime-management.co.uk

Web – www.lime-management.co.uk

Postal Address:

Lime Management Ltd
Park House
Manor Park Court
Manor Park Avenue
Runcorn
Cheshire
WA7 1TN

Schedule 1 – Data Protection

1. For the purpose of this Schedule the following terms shall have the following definitions:

‘Act’ shall mean the UK Data Protection Act 1998 as amended from time to time and any orders and regulations made thereunder;

‘Data’ shall mean any data held by an Airline which is transferred or disclosed by or on behalf of that Airline under this Contract and any data which is obtained or collected on behalf of an Airline under this Contract;

‘Personal Data’ shall mean any Data which consists of information relating to an identified or identifiable natural person (a ‘Data Subject’); an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his identity;

‘Processing’ shall mean obtaining, recording or holding Personal Data or carrying out any operation or set of operations on Personal Data (whether or not by automated means) including organisation, adaptation, alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment, combination, blocking, erasure or destruction, and ‘Process’ and ‘Processed’ shall be construed accordingly.

2. Where Personal Data is Processed by the Organiser, its agents, subcontractors or employees under or in connection with this Contract, The Organiser, its agents, subcontractors and employees shall:-

- 2.1 process the Personal Data only on behalf of Lime, only for the purposes of performing this Contract and only in accordance with instructions contained in this Contract or received from Lime from time to time;

- 2.2 not otherwise modify, amend or alter the contents of the Personal Data or disclose or permit the disclosure of any of the Personal Data to any third party unless specifically authorised in writing by Lime;

- 2.3 at all times comply with the provisions of the seventh principle (the ‘Seventh Principle’) set out in Part 1 of Schedule 1 to the Act (which provides that appropriate technical and organisational measures shall be taken against unauthorised or unlawful Processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data) and will ensure that its agents, subcontractors and employees so comply;

- 2.4 upon request from Lime to inform Lime of the measures it has taken to comply with paragraph 2.3 and take such other measures as Lime may require to ensure that it does so comply;

- 2.5 process the Personal Data in accordance with the rights of Data Subjects under the Act and not do or permit anything to be done which might cause Lime in any way to be in breach of the Act;

- 2.6 co-operate as requested by Lime to enable each Airline to comply with any exercise of rights by a Data Subject under the Act in respect of Personal Data Processed by the Organiser under this Contract or comply with any assessment, enquiry, notice or investigation by the UK Information Commissioner which shall include the provision of all Data requested by Lime within the timescale specified by Lime in each case;
 - 2.7 appoint and identify to Lime a named individual within the Organiser's organisation to act as a point of contact for any enquiries from any Airline or the UK Information Commissioner relating to Personal Data;
 - 2.8 not Process the Personal Data in any country outside the European Economic Area without the prior written consent of Lime
 - 2.9 cease Processing the Personal Data immediately upon the termination or expiry of this Contract or, if sooner, of the contractual activity to which it relates and as soon as possible thereafter return the Personal Data and any copies of it or of the information it contains and the Organiser shall confirm in writing that this paragraph 2.9 has been complied with in full;
 - 2.10 defend, hold harmless and indemnify Lime against all loss, liability, damages, costs (including legal costs), fees, claims and expenses to which Lime may incur or suffer by reason of any breach of this Schedule by the Organiser or any breach of the Act by an Airline which is attributable to or caused, directly or indirectly, by the Organiser, its agents, subcontractors or employees.
3. The Organiser warrants that it and its agents, subcontractors and employees have the necessary legal authority in any country where any Processing of Personal Data will take place under this Contract in order to carry out the Processing, and undertakes to comply with any data protection laws applicable in such country.
 4. The Organiser shall permit Lime at any time upon seven days' written notice to have escorted access to the appropriate parts of the Organiser's premises, systems and equipment to enable Lime to inspect the same and to inspect procedures, data files and documentation for the purposes of monitoring compliance with this Schedule. Such inspection shall not relieve the Organiser of any of its obligations under this Schedule.
 5. The Organiser shall not subcontract to any third party (including any associated company of the Organiser) any Processing of Personal Data on behalf of Lime unless all of the following have first been complied with:-
 - 5.1 The Organiser has supplied to Lime such information as Lime may require to ascertain that the subcontractor has the ability to comply with the provisions of the Seventh Principle; and
 - 5.2 The Organiser has obtained the prior written consent of Lime; and
 - 5.3 the proposed subcontractor has undertaken to Lime in a written contract to be bound by the terms of this Schedule.

APPENDIX 1

Group Request Checklist

- a Flight data
 - o Route
 - o Flight numbers
 - o Dates of travel
 - o Class of travel

- a Number of passengers

- a An alternative/s – in case your first selection is not available

- a Group name

- a Your company name

- a Your ATOL number (if applicable)

- a Your IATA number (if applicable)

- a Your contact details
 - o Name
 - o E-mail
 - o Telephone number
 - o Fax number

- a Notes
 - o Linking to other bookings
 - o Part of a series
 - o Add-on details for part of group
 - o Etc

Service Fees – Groups

Ticketing – All Tickets issued on or after 8th January 2009 and until further notice

Fees for Lime's Groups services are charged on a per ticket basis as detailed below:

- Short Haul - £ 8.00 per ticket
- Long Haul - £14.00 per ticket

These charges apply to all tickets issued (i.e. Adults, Children & Infants) by destination, Long Haul is defined in the current list of destinations on pg 26 and which may be updated from time to time.

E-tickets will be issued as standard. Where e-ticketing is not available paper tickets will be issued at no extra charge.

Miscellaneous Charges:

- Despatch Charges (All Orders must be received before 3.00 pm for same day processing).
 - Special Delivery or Recorded Delivery; £5.00 per envelope *plus VAT*
 - Courier – Rates available on request. Average cost is £15 per package *plus VAT* for next day delivery to UK mainland. Supplements for Saturday and offshore delivery. Please contact our Groups Department on 01928 595595
- Name change (after ticket issue) & Ticket Reissue; £30.00 charged by British Airways and £25.00 *plus VAT* per ticket, in addition to any other airline fees and conditions.
- Replacement of lost paper tickets; £25.00 *plus VAT* per ticket.
- Processing of Ticket Refunds; £5.00 *plus VAT* per ticket in addition to any airline fees and conditions.

NB Any increases in miscellaneous charges are subject to notification by suppliers and will be informed as and when necessary

Service Fees by Destination:-

All Short Haul destinations are charged at £8.00, whereas all Long Haul routes, listed below are charged at £14.00 by default.

New routes may be added from time to time and will be charged according to British Airways' classification of either short or long haul.

The current list of long haul destinations is as follows:

| | | | | | | | | | |
|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| ACC | ABV | ANU | ALG | ALT | AUH | BAH | BDA | BGI | BKK |
| BLR | BOM | BOS | BWI | CAI | CCU | CPT | DAC | DAR | DEL |
| DEN | DFW | DOH | DTW | DXB | EBB | EWR | EZE | GCM | GIG |
| GND | GRU | HKG | HYD | IAD | IAH | ISB | JFK | JNB | KIN |
| KWI | LAD | LAS | LAX | LOS | LUN | MAA | MBJ | MCO | MCT |
| MEX | MIA | MLE | MRU | NAS | NBO | NRT | ORD | PEK | PHL |
| PHX | PLS | POS | PUJ | PVG | SEA | SFO | SIN | SKB | SSH |
| SYD | TAB | TVL | TPA | UVF | YUL | YVR | YYC | YYZ | |

- Please note these are the main destination airports.
- Onward flights will be included in the ticketing fee for the gateway airport.
- Destination may be added or withdrawn without notice.
- In cases where there is a combination of Short and Long Haul destinations in a booking, the Long Haul service fee will apply.