

Date: \_\_\_\_\_

Dear Agent,

This agreement **has got** two parts:

Page 2 – 14 are the Brightsun terms and conditions

Page 15 – 19 are the schedule of terms as per CAA requirements

You need to complete information and sign on pages 2, 14, 18 and 19.

Without the relevant sections being completed, Brightsun Travel UK Ltd will be unable to tradewith your company. The agreement then needs to be scanned or posted back to us.

Yours Sincerely

Accounts Dept.

NB please scan and send the completed pages 2, 14, 18 and 19

To Email : [accounts@brightsun.co.uk](mailto:accounts@brightsun.co.uk) or

Post to Brightsun Travel, 14 Hanworth Road, Hounslow, TW3 1UA

if you have any questions regarding the agreement please call during UK working hours MON-FRI on 0203 411 5098.



**Agency Agreement for Agents or  
Accredited Bodies (AB)working under own ATOL**

**THIS CONTRACT** is made on the day of 20\_\_

**BETWEEN**

**BRIGHTSUN TRAVEL UK LTD  
(Registered Number 2024271)**

14 Hanworth Road, Hounslow, Middx, TW3 1UA

Referred to herewith as (“Brightsun”);

And

\_\_\_\_\_(Company Name)

\_\_\_\_\_(registration number)

of address

\_\_\_\_\_

\_\_\_\_\_

Landline number: \_\_\_\_\_

IT IS AGREED:

2 Definitions and Interpretation

2.1 In this Contract various words and phrases are defined in the glossary at Schedule

2.2 Headings are for convenience only and shall not affect the interpretation of this Contract.

3 Nature of this Contract

3.1 This Contract enables the Agent to obtain Travel Products including, but not limited to airline fares from Brightsun for sale by the Agent acting as Brightsun's agent

4 Duration

This Contract shall come into force on the Commencement Date, notwithstanding that it may be executed after that date, and continue indefinitely until terminated in accordance with Clause 13.

5. Access to Air Fares and Travel Related Products

5.1 Brightsun agrees to provide the Agent with net fares from time to time on behalf of the Airlines, it represents. The Rates shall be accessible over telesales or through the trade website [www.btres.com](http://www.btres.com). These rates shall remain valid until such a time specified by the Airline and which remain current as at the Commencement Date.

5.2 Seats will be provided by Brightsun on behalf of the Airlines on certain routes, for certain prices and in certain classes, through the GDS, (which are accessible also by the Agent through [btres.com](http://btres.com), and will be subject to specific rules and restrictions all of which will be detailed in [www.btres.com](http://www.btres.com).

5.3 Brightsun may, at any time, amend or issue new air fares or withdraw all or any part of existing booked itinerary by informing the Agent of the change.

5.4 The Agent acknowledges that the prices of air fares appearing on the Rate Sheet(s) may be affected by items such as the future imposition of or increases in fuel surcharges, insurance charges, security charges or other taxes, fees, charges or airline surcharges of whatsoever nature. Brightsun may increase the fares at any time for any reason with immediate effect.

5.5 The inventory of air seats, and hotel rooms, and transfers are subject to availability. Brightsun does not guarantee that any inventory held on option will be made available.

5.6 For the avoidance of doubt, all air fares issued pursuant to this Contract shall be exclusive of any Travel Agent Remuneration and no Travel Agent Remuneration shall be payable on any Tickets issued pursuant to this Contract or any bookings made pursuant to this Contract.

5.7 issued pursuant to this Contract or any bookings made pursuant to this Contract.

5.8 The conditions associated to particular airline fare products must be adhered to. Brightsun may from time to time perform checks and demand the associated documentation with the type of fare being used.

(a) Example 1. ITX (Inclusive tour fares) cannot be exposed to passengers and they must be combined with Ground arrangements, such as a tour, hotel, or car hire.

(b) Example 2. Cruise fares must be combined with cruise and cannot be exposed to passengers. A cruise Voucher may be demanded when a cruise fare is utilized.

Example 3: VFR fares – these fares are meant for Visiting Family and Relatives passengers. These fares are meant for distribution to offline agencies and they cannot be marketed online or as seat only.

- 5.9 Some Seat only and published fares may be distributed online environment (APART FROM AIRLINES MENTIONED in ANNEX A). Other fares such as (but not limited to) ITX, VFR, CRUISE, Charity, Entertainment, Student, etc. may not be displayed on a b2c environment as stand along fares, whether that be through a metasearch site, a b2b partner hosting Brightsun products on a metasearch site, through the subagents own website, or on print. They can be sold only on offline basis adhering to the conditions listed in clause 5.7. If content is required for both offline and online platforms, then we would require a separate agreement to be signed for both brands.
- 5.10 Seat only and published fares may be distributed online to a B2C environment. Other fares such as (but not limited to) ITX, VFR, CRUISE, Charity, Entertainment, Student, etc may not be displayed on a b2c environment as stand along fares, whether that be through a metasearch site, a b2b partner hosting Brightsun products on a metasearch site, through the subagents own website, or on print. They can be sold only on offline basis adhering to the conditions listed in clause 5.7. If content is required for both offline and online platforms, then we would require a separate agreement to be signed for both brands

## 6 Test Calling

- 6.1 Brightsun shall, from time to time, without notice and anonymously make telephone calls to the Agent and may make and keep records of them (including the name of the individual spoken to by Brightsun) and use the records for the following purposes:
- (a) checking compliance with the Contract and notifying the Agent of compliance or any lapse or suspected lapse in compliance;
  - (b) assessing market trends and practices; and
  - (c) to identify training needs.
- 6.2 For purposes of compliance with the Data Protection Act 1998 (as amended from time to time) the Agent shall inform all of its Personnel in advance that Brightsun shall be conducting such telephone calls and the purposes to which information collected in them might be put.

## 7 Provision of Information

- 7.1 The Agent must provide Brightsun with the following information in respect of SeatOnly bookings;

- (a) the full name of each passenger as appears on passport;
- (b) advise each passenger to provide all API data on applicable routes;
- (c) if possible an e mail address and mobile telephone number for each passenger. This could be the e mail address and mobile telephone number for the Agent;
- (d) the identity of all children under 12 years of age and the date of birth of such children; and
- (e) any and all other information required by Brightsun and the Airlines from time to time.
- (f) Brightsun does not receive all of the details required pursuant to this Clause 7, Brightsun may cancel the Agent's bookings (without payment of compensation) and release the reserved seats.
- (g) Pursuant to IATA resolution 830d, Brightsun is required to transmit the traveler contact to the airline/hotel/transfer/cruise company. When dealing to subagents, Brightsun will transmit the sub-agent telephone and email contact details within the PNR. The sub-agent is then responsible to provide passenger contact details to the supplier

#### 8. Sub-Agents

- 8.1 the Agent shall only sell Brightsun's travel products directly to individual customers.
- 8.2 the Agent shall not appoint any person, firm or company to act as the sub-agent of the Agent for the sale of Brightsun's travel products.

#### 9. Obligations of the Agent

- 9.1 The Agent shall:
  - (a) conduct itself in accordance with the highest business standards and not do or permit or omit to be done anything which might reflect adversely upon the business integrity or goodwill of Brightsun or any Airline;
  - (b) comply with any CAA bonding requirements, all relevant legislation (including, without limitation, the Data Protection Act 1998 and the ATOL Regulations), regulations, codes of practice, guidance notes and other requirements of any relevant government or governmental agency or IATA;
  - (c) hold, pursuant to the ATOL Regulations its own ATOL licence with which it shall comply at all times, and if not shall then need to sign the Agency Agreement letter also.
  - (d) advise all individuals who have had travel arrangements issued pursuant to this Contract:
    - (i) that they must check the relevant entry requirements for any country the individual is visiting;
    - (ii) that they must have the correct visas, passport, health certificates and other documentation for the relevant journey at the time of travel;

- (iii) if the individual must re-confirm his/her return flight; and
  - (iv) of the particular itinerary on which the individual will travel;
  - (e) collect and be liable for all taxes, fees, charges and airline surcharges of whatsoever nature in relation to air fares at the time of issuing the Tickets and reimburse Brightsun the relevant amount for any shortfall in collection in addition to paying for the relevant air fares;
  - (f) not sell the seats at Seat Only Fares to a group (10 or more individuals) booked together on one flight;
  - (g) incorporate the Conditions of Carriage and all other relevant ticketing and contractual conditions and any other conditions prescribed by the appropriate authority at the request of and for the benefit of the relevant Airline to form part of this Contract and all contracts entered into with individuals pursuant to this Contract;
  - (h) keep secret and confidential all Confidential Information and shall only use or disclose such information in order to properly perform its obligations under this Contract. The Agent shall be responsible to Brightsun and the Airlines in respect of any disclosure or use of such Confidential Information by a person to whom disclosure is made. This obligation of confidentiality shall not extend to any matter which becomes part of the public domain, other than as a breach of the provisions of this Clause, or as is required to be disclosed under any applicable law or court order. This Clause shall be deemed to survive termination of this Contract.
  - (i) comply with all reasonable instructions issued by Brightsun pursuant to or in connection with this Contract;
  - (j) provide all reasonable assistance on enquiry or investigation by Brightsun or any Airline; and
  - (k) comply with Schedule 2.
- 9.2 The Agent warrants to Brightsun that the ATOL number set out on the signature page to this Contract has been issued directly to it by the CAA and the ATOL license to which it relates is in full force and effect, or if the Agent is not ATOL that the agency agreement will come into effect.
- 9.3 The Agent will notify Brightsun immediately in writing if it acts or omits to act in a manner which causes the Agent to breach the ATOL Regulations or its ATOL license, or if its ATOL license is revoked, withdrawn, or suspended or if the terms of its ATOL license are altered in any way.
- 9.4 The Agent will, if requested, provide Brightsun with a copy of the annual audited accounts or such other management accounts or other information reasonably requested by Brightsun for itself, its parent or holding company and any other subsidiary of any such company.

10.1 All promotion of the Seat Only Fares shall be subject to the following restrictions:

- (a) use of any Airline's logo, trademarks or intellectual property must be in accordance with the relevant Airline's instructions and current guidelines;
- (b) all promotional and advertising material in respect of the Seat Only Fares must comply with the rules and restrictions set out in the most recent Rate Sheet issued by Brightsun; and
- (c) the Agent shall obtain Brightsun's prior written approval to any advertising or promotion.

10.2 If Clause 10.1 is breached then, at the request of Brightsun, the Agent shall immediately withdraw any such advertisement or promotion. This is without prejudice to any other right or remedy which the relevant Airline might have in respect of such breach.

## 11 Reservations and Ticketing

- 11.1 The Agent is responsible for making all reservations (using btres.com, Brightsun staff or a suitable GDS, or such other method notified to the Agent by an Airline or Brightsun from time to time).
- 11.2 The Agent shall submit an Electronic Order to Brightsun using such website, email, chat, or other method as Brightsun may operate for this purpose from time to time.
- 11.3 Brightsun will use its reasonable endeavors to process and issue Tickets in accordance with the Electronic Order and the relevant receipt of the Electronic Order. Tickets will be endorsed and issued as Brightsun considers it appropriate reflecting the restrictions and conditions stated on the relevant Rate Sheet and the instructions of the relevant Airline.
- 11.4 Subject to satisfaction of Clause 12, Tickets will be: -
  - (a) Issued as E tickets, and made available on the agent website [www.btres.com](http://www.btres.com)
  - (b) sent to the Agent by first class post or electronic mail; or
  - (c) if requested by the Agent, and subject to payment of any Miscellaneous Charges required by Brightsun, sent by courier.

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

11.5 The following are rules and restrictions applicable to all products sold by Brightsun.

- (a) All Seat Only Fares quoted on the Rate Sheets are exclusive of taxes, fees and charges.
- (b) Unaccompanied children under the age of 16 shall not be permitted to travel at Seat Only Fares.

- (c) Name changes, cancellations, alterations and refunds shall only be permitted in certain limited

circumstances as set out in the relevant Airline's Conditions of Carriage and the applicable fare rules. All requests for name changes, cancellations, alteration and refunds shall be referred to Brightsun and shall be subject to payment of the relevant Airline's standard charges and any Miscellaneous Charges required by Brightsun (as varied from time to time).

- (d) Airlines usually cancel the inbound sector of an itinerary if there has been a no show on the outbound sector. However, if an individual wishes to use the inbound sector of an itinerary where there has been a no show on the outbound sector then, in good time and prior to travel, the Agent must obtain Brightsun's prior consent.
- 11.6 The Agent acknowledges that the Airlines can withdraw flights at any time. Any such withdrawal will be dealt with in accordance with the relevant Conditions of Carriage.
- 11.7 If the Agent wishes to make any Special Request on behalf of any passenger, the Agent shall telephone Brightsun on the telephone number notified to the Agent by Brightsun from time to time and notify Brightsun of the Agent's requirements. Brightsun will liaise with the relevant Airline and will, if reasonably practicable, attempt to meet the Agent's requirements, but shall be under no obligation to do so and shall have no liability, whether to the Agent or the Agent's passengers for any failure to meet such requirements.
- 11.8 The Agent warrants that it will provide adequate control over the security of its operations so as to prevent illegal and/or fraudulent transactions with Brightsun. This without limitation to the scope of this warranty, includes security over the access to the Agent's computer systems, equipment and passwords. The Agent shall indemnify Brightsun and the Airlines and keep Brightsun and the Airlines fully indemnified from and against any and all Losses suffered or incurred by Brightsun or any Airline as a result of Tickets wrongly or wrongfully issued as a result of the use of the Agent's systems, equipment and passwords.
- 11.9 The agent shall indemnify Brightsun from any bookings which arise from GDS abuse which are made by the agent in their own GDS system or by the agent in the Brightsun GDS system. As such, the agent shall be liable to pay for any Agency Debit Memos arising from such GDS abuse, any further liabilities. If it is deemed necessary, Brightsun may cancel unflown GDS abuse bookings which have been ticketed in order to protect the reputation of Brightsun, and as such any documentation such as ATOL certificates will stand null and void. Any charges arising from GDS abuse bookings such as cancellation charges and any re-protection costs towards all passenger's travel arrangements costs arising from GDS abuse bookings will be the liability of the agent.

12.1 Subject always to Clause 12.2, prior to Brightsun issuing any Tickets requested by the Agent pursuant to Clause 11 the Agent shall pay to Brightsun: -

- (a) the total price for the itinerary applicable;
- (b) all taxes, fees and charges applicable to the travel itinerary;
- (c) any Miscellaneous Charges levied by Brightsun in respect of such Travel arrangements.

No Tickets will be issued by Brightsun in respect of any booking made by the Agent unless and until Brightsun has received payment in full in cleared funds in accordance with this Clause 12.

12.2 Brightsun may, in its absolute discretion and subject to such terms and conditions as Brightsun may require, agree to provide the Agent with a credit facility in respect of monies due for Tickets issued pursuant to this Contract. The terms of any credit facility provided pursuant to this Clause must be confirmed in writing by Brightsun to the Agent. If the Agent fails to comply with the terms of any credit facility provided pursuant to this Clause, Brightsun may: -

- (a) immediately withdraw the credit facility; and
- (b) cancel any and all bookings made by the Agent pursuant to this Contract which remain unpaid at the date of the failure; and
- (c) terminate this Contract immediately by notice in writing to the Agent, without payment of compensation.

12.3 Payment shall be in pounds sterling.

12.4 All sums payable by the Agent pursuant to this Contract are exclusive of VAT (if any) for which the Agent is solely liable.

12.5 If payment is not received in accordance with the procedures set out above or such other procedures agreed to in writing by Brightsun from time to time, Brightsun may refuse to accept further new bookings.

12.6 Brightsun shall invoice the Agent for all sums owing by the Agent to Brightsun pursuant to this Contract either by email or post. Payment of all invoices shall be made in accordance with the terms appearing on the invoice and this Clause.

### 13 Termination

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

- (a) the other is or is reasonably likely to: become insolvent; or enter into any composition, scheme or arrangement with its creditors; or have a receiver (including an administrative receiver) appointed over all or any of its assets; or have distress or execution levied on its assets which is not paid within 7 days; or (if the Agent is an individual) be the subject of a petition for a bankruptcy order; or appear on reasonable grounds to be unable to pay its debts; or (if the Agent is a partnership) be dissolved; or suffer any similar procedure to any set out in this Clause 13.1(a); or if the other suspends or ceases or threatens to suspend or cease carrying on its business; or

- (b) the other materially breaches this Contract; or

- (c) the other fails to remedy, where it is capable of remedy, or persists in any breach of any of its

obligations under this Contract after having been required in writing to remedy or desist from such breach within 30 days; or

- (d) there is a change of Control in the other party; or
- (e) 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 any or all of the parties to cease arrangements of this nature.

13.2 Either party may terminate this Contract on a minimum of 1 month's written notice to the other.

13.3 Brightsun may terminate the Contract immediately upon written notice to the Agent if the Agent breaches any or all of Clauses 5, 7, 9.1(a), 9.1(c), 9.1(d), 9.1(g), 9.1(h), 9.1(i), 9.2, or 10.

13.4 Termination of this Contract for any reason shall be without prejudice to the rights and remedies of either party which may have accrued up to termination. In particular, where a passenger has concluded a contract with an Agent for the purchase of a seat on a flight at a Seat Only Fare prior to termination, then Brightsun shall honor such contract and treat this Contract as not having terminated in relation to such contract for that seat only.

#### 14 Liability

14.1 Subject to Clauses 13.2 and 13.4, neither Brightsun nor the Airlines shall be liable to any other party 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.

14.2 The Agent shall keep Brightsun and the Airlines fully indemnified against all Losses resulting directly or indirectly from:

- (a) any breach of this Contract by the Agent or any officer, employee, agent, sub-agent, contractor or sub-contractor of the Agent; or
- (b) Brightsun's or the relevant 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;

14.3 Neither Brightsun nor the Airlines shall be liable for and the Contract shall not be terminable by the Agent in respect of any breach of Contract caused by events outside Brightsun or the Airline's reasonable control.

14.4 Nothing in this Contract shall be deemed to limit or exclude the liability of either party for death or personal injury caused by its negligence or for fraudulent misrepresentation.

#### 15 Legal and Administrative Issues

- 15.1 This Contract, the Rate Sheets, and Conditions of Carriage, 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 Brightsun or any Airline). Neither party will have any claim against the other for misrepresentations unless that party has made such misrepresentations fraudulently. In the event of any conflict between the Contract, the Rate Sheets and the Conditions of Carriage then the documents shall have the following descending priority: -
- (a) Conditions of Carriage;
  - (b) this Contract; and
  - (c) the Rate Sheets.
- 15.2 References to any statute or statutory provision shall include any subordinate legislation made under it, and any provision which subsequently supersedes it or re-enacts it (whether with or without modification).
- 15.3 The Agent shall not assign, delegate, sub-contract or transfer or otherwise dispose of all or any of its rights and obligations under this Contract without Brightsun's prior written approval. For the avoidance of doubt, and subject to Clause 8, the Agent shall not appoint sub-agents and shall sell seats at Seat Only Fares only to consumers.
- 15.4 Nothing in this Contract shall create or be deemed to create a partnership, joint venture, relationship of employer and employee or similar relationship between the parties.
- 15.5 The rights and remedies of a party in respect of this Contract shall not be diminished, waived or extinguished by the granting of any indulgence, forbearance or extension of time 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 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.
- 15.6 The Airlines are intended to benefit from this Contract. Save for the Airlines, any person who is not a party to this Contract (including, without limitation, any employee, officer, agent, representative or sub-contractor of either party) shall have no right (whether under the Contracts (Rights of Third Parties) Act 1999 (the "Act") or otherwise) to enforce any terms or conditions of this Contract. Even though the Airlines are intended to benefit from this Contract the parties to this Contract may, notwithstanding Section 2(1) of the Act, rescind or vary this Contract without the prior written consent of the Airlines.
- 15.7 Notices sent under this Contract should be in writing and served by personal delivery, first class post or fax. Notices to the Agent must be sent to the registered office of the Agent. And notices to Brightsun shall be sent to: Brightsun Travel (UK) Limited 14 Hanworth Road Hounslow, Middx, TW3 1UA Fax number: +44 (0) 208814 7766
- 15.8 Any amendment to this Contract must be in writing and signed by authorized representatives of both parties.

15.9 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.

## 16. Data Protection

16.1 In this clause the following definitions apply:

- (a) **Agreed Purposes:** means the agreed purposes to enable the parties to fulfil their respective obligations under the terms of this Agreement and all connected activities relating to the same [i.e. in order to validate financial transactions for UK Money Laundering regulations 2017]
- (b) **Controller, data controller, processor, data processor, data subject, personal data, processing and appropriate technical and organizational measures:** have the same meaning as set out in the Data Protection Legislation in force at the time;
- (c) **Data Protection Legislation:** (i) the Data Protection Act 1998, until the effective date of its repeal (ii) the General Data Protection Regulation ((EU) 2016/679) (GDPR) and any national implementing laws, regulations and secondary legislation, for so long as the GDPR is effective in the UK, and (iii) any successor legislation to the Data Protection Act 1998 and the GDPR, in particular the Data Protection Bill 2017-2019, once it becomes law;
- (d) **Permitted Recipients:** means the parties to this agreement, the employees of each party, any third parties engaged to perform obligations in connection with this agreement (including suppliers of travel arrangements), and HMRC, or enforcement authorities who may request the information from time to time.
- (e) **Shared Personal Data:** means the personal data to be shared between the parties under clause 1.2 of this agreement to enable the parties to fulfil their obligations under the terms of this Agreement.

16.2 **Shared Personal Data.** This clause sets out the framework for the sharing of personal data between the parties as data controllers. Each party acknowledges that one party (the Data Discloser) will regularly disclose to the other party (the Data Recipient) Shared Personal Data collected by the Data Discloser for the Agreed Purposes.

16.3 **Effect of non-compliance with Data Protection Legislation.** Each party shall comply with all the obligations imposed on a controller under the Data Protection Legislation and, not by any act or omission, put the other party in breach of them in connection with this Agreement. Any material breach of the Data Protection Legislation by one party shall, if not remedied within 30 days of written notice from the other party, give grounds to the other party to terminate this agreement with immediate effect.

16.4 **Particular obligations relating to data sharing.** Each party shall:

- (a) ensure that it has all necessary notices and consents in place to enable lawful transfer of the Shared Personal Data to the Permitted Recipients for the Agreed Purposes;
- (b) give full information of the nature of such processing to any data subject whose personal data may be processed under this agreement. This includes giving notice that, on the termination of this agreement, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees;

(c) process the Shared Personal Data only for the Agreed Purposes and shall not retain or process the Shared

Personal Data for longer than is necessary to carry out the Agreed Purposes;

- (d) not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;
- (e) ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by this agreement;
- (f) ensure that it has in place appropriate technical and organizational measures, reviewed and approved by the other party, to protect against unauthorized or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.
- (g) not transfer any personal data received from the Data Discloser outside the EEA unless the transferor:
  - (i) complies with the provisions of Articles 26 of the GDPR (in the event the third party is a joint controller); and
  - (ii) ensures that (i) the transfer is to a country approved by the European Commission as providing adequate protection pursuant to Article 45 GDPR; or (ii) there are appropriate safeguards in place pursuant to Article 46 GDPR; or (iii) one of the derogations for specific situations in Article 49 GDPR applies to the transfer.

16.5 **Mutual assistance.** Each party shall assist the other in complying with all applicable requirements of the Data Protection Legislation. In particular, each party shall:

- (h) consult with the other party about any notices given to data subjects in relation to the Shared Personal Data;
- (i) promptly (and at the latest within 7 days of receipt) inform the other party about the receipt of any data subject access request;
- (j) provide the other party with reasonable assistance in complying with any data subject access request;
- (k) not disclose or release any Shared Personal Data in response to a data subject access request without first consulting the other party wherever possible;
- (l) assist the other party, at the cost of the other party, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (m) notify the other party without undue delay on becoming aware of any breach of the Data Protection Legislation, and provide assistance in relation to managing/dealing with the breach;
- (n) at the written direction of the Data Discloser, delete or return Shared Personal Data and copies thereof to the Data Discloser on termination of this agreement unless required by law to store the personal data;
- (o) use compatible technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers;
- (p) maintain complete and accurate records and information to demonstrate its compliance with this clause and allow for audits by the other party or the other party's designated auditor; and
- (q) provide the other party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the Data Protection Legislation, including the joint training of relevant staff, the procedures to be followed in the event of a data security breach and the regular review of the parties' compliance with the Data Protection Legislation.

16.6 **Indemnity.** Each party shall indemnify the other against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all

interest, penalties and legal costs (calculated on a full indemnity basis) and all other [reasonable] professional costs and expenses) suffered or incurred by the indemnified party arising out of or in connection with the breach of the Data Protection Legislation by the indemnifying party, its employees or agents, provided that the indemnified party gives to the indemnifier prompt notice of such claim, full information about the circumstances giving rise to it, reasonable assistance in dealing with the claim and sole authority to manage, defend and/or settle it.

This Contract is governed by English law. Any dispute or claim which the parties cannot settle will be subject to the exclusive jurisdiction of the English Courts.

Signed on behalf of Brightsun (Print name) .....

Signature .....

Date .....

Signed on behalf of (Print Agency Name) .....

Please print name of person signing .....

Signature .....

Date .....

Schedule 1

Glossary

In the Contract to which this is a schedule the following words and phrases have the following meanings unless the context otherwise requires:

|  |   |
|--|---|
| “Airlines”   | means scheduled airlines with which Brightsun acts as agent   |
| ATOL Regulations   | The Civil Aviation (Air Travel Organisers’ Licensing) Regulations 2012 (as amended);  |
| “ATOL License” pursuant by the CAA ATOL Regulations                | Means an air travel organizer’s license granted to the  |
| “CAA”<br>59 Kingsway WC2B 6TE                                      | Means the Civil Aviation Authority of CAA House, 45-,London   |
| “Commencement Date”  | Means the date of last signature of this Contract;  |
| “Conditions of Carriage”<br>carriage and conditions of contract on | means the relevant Airline’s terms and conditions of notices tickets current at the time of booking;  |
| “Confidential Information”   | means secret or confidential information limitation, the (including, without Rate Sheets, Seat Only and this Contract);   |
| “Control”  | shall have the meaning specified in section 416 Income and of the Corporation Taxes Act 1988;   |
| “Deal Number”  | means the number given to the Agent by signature of the Brightsun on Contract for identification purposes;  |
| “Group of Companies”   | means in relation to any company that company and company every other 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 Section 736 and 736A of the Companies Act 1985); |
| "Losses"   | Means direct and indirect costs, claims, actions, losses or expenses liabilities (including without limitation, economic loss and loss of profit (direct or indirect), indirect loss or consequential loss)   |
| “Package”  | shall have the meaning set out in the Package Holidays Travel, Package and Package Tours Regulations 1992 as amended from time to time;   |

|                             |   |
|-----------------------------|---|
| “Personnel”                 | means the Agent’s employees, permitted agents, contractors, sub-contractors and their employees from time to time;                              |
| “SAFI”                      | Scheduled Airlines Failure Insurance  |
| “Travel Agent Remuneration” | means any booking payments or standard paid or to commissions (if any) be paid by Brightsun to the Agent for the sale of the Airline’s Tickets. |

## Data Protection – Schedule 2

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 there under;

‘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 Brightsun 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 organization, 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 Agent, its agents, subcontractors or employees under or in connection with this Contract, the Agent, its agents, subcontractors and employees shall: -

- 2.1 process the Personal Data only on behalf of Brightsun, only for the purposes of performing this Contract and only in accordance with instructions contained in this Contract or received from Brightsun 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 authorized in writing by Brightsun;
- 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 organizational measures shall be taken against unauthorized 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 Brightsun to inform Brightsun of the measures it has taken to comply with paragraph 2.3 and take such other measures as Brightsun 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 an Brightsun in any way to be in breach of the Act;

- 2.6 co-operate as requested by Brightsun 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 Agent 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 Brightsun within the timescale specified by Brightsun in each case;
  - 2.7 appoint and identify to Brightsun a named individual within the Agent's organization 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 Brightsun
  - 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 Agent shall confirm in writing that this paragraph 2.9 has been complied with in full;
  - 2.10 defend, hold harmless and indemnify Brightsun against all loss, liability, damages, costs (including legal costs), fees, claims and expenses to which Brightsun may incur or suffer by reason of any breach of this Schedule by the Agent or any breach of the Act by an Airline which is attributable to or caused, directly or indirectly, by the Agent, its agents, subcontractors or employees.
3. The Agent 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 to carry out the Processing, and undertakes to comply with any data protection laws applicable in such country.
  4. The Agent shall permit Brightsun at any time upon seven days' written notice to have escorted access to the appropriate parts of the Agent's premises, systems and equipment to enable Brightsun 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 Agent of any of its obligations under this Schedule.
  5. The Agent shall not subcontract to any third party (including any associated company of the Agent) any Processing of Personal Data on behalf of Brightsun unless all of the following have first been complied with: -
    - 5.1 the Agent has supplied to Brightsun such information as Brightsun may require to ascertain that the subcontractor has the ability to comply with the provisions of the Seventh Principle; and
    - 5.2 the Agent has obtained the prior written consent of Brightsun; and
    - 5.3 the proposed subcontractor has undertaken to Brightsun in a written contract to be bound by the terms of this Schedule.

I/We hereby state that I/we would like to pay Scheduled airline failure insurance to Brightsun.

I/We hereby state that I/we would NOT be paying Scheduled airline failure insurance, which would therefore indemnify Brightsun if the airline that Brightsun sold subsequently ceased operation.

I/We hereby state that I / we are working under our own ATOL (number as stated below) and will be paying ATOL Protection Contribution to the Civil Aviation Authority (if such a time comes that we wish for Brightsun to declare the APC we will notify the same in writing)

Signed for and on behalf of \_\_\_\_\_ (company name)

Signature \_\_\_\_\_

Name (in block capitals) \_\_\_\_\_

Position Held \_\_\_\_\_

Date \_\_\_\_\_

IATA number \_\_\_\_\_

ATOL number \_\_\_\_\_

ABTA number \_\_\_\_\_

TTA number \_\_\_\_\_

GDS Supplier

Emergency out of hours' number \_\_\_\_\_

**BELOW IS FOR BRIGHTSUN USE ONLY:**

IN WITNESS OF THE ABOVE the parties have signed this Contract on the date of last signature of this Contract. Signed for and on behalf of BRIGHTSUN TRAVEL (UK) LIMITED

Signature \_\_\_\_\_

Name (in block capitals) \_\_\_\_\_

Position Held \_\_\_\_\_

Date \_\_\_\_\_

In order to protect brands and content online, the following content may NOT be sold ONLINE on any website or onwards to any third party.

American Airlines  
Air France  
British Airways  
Delta  
Air France  
KLM  
Virgin Atlantic

If you would like to discuss please contact the OTA TEAM on [OTA.TEAM@brightsun.co.in](mailto:OTA.TEAM@brightsun.co.in) or +44 2033938878 / +91 124-4163002.

Please fill in OPTION 1 **OR** OPTION 2:

**OPTION 1**

This is to confirm that we will distribute Brightsun content online through our own websites or through third party companies and therefore accept the restrictions on content names in ANNEX A

A/C number: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Name: \_\_\_\_\_  
Designation: \_\_\_\_\_  
Date: \_\_\_\_\_

**OR**

**OPTION 2**

We would like to receive the content named in ANNEX A, and hereby agree that our company will not sell this content ONLINE or distribute to any other third party (irrespective of whether the third party sells online or offline).

A/C number: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Name: \_\_\_\_\_  
Designation: \_\_\_\_\_  
Date: \_\_\_\_\_