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*Non Disclosure Agreement must have been received prior to any API Agreement

Brightsun GDS reseller Terms and Conditions

Purpose of Agreement: Brightsun Travel UK Ltd (referred herein as "Brightsun") will provide the 'Agent' with access to a GDS system mentioned below. The GDS system is maintained by the following companies:

Galileo & Worldspan – Travelport

Sabre – Sabre Systems Inc

Amadeus – Amadeus Systems

The above GDS platforms may be upgraded or added by Brightsun from time to time at its sole discretion. All reservations made from the Agent's Ownership in Agents own ID that is supplied by Brightsun may use the GDS platform to make bookings under the one-license agreement and are subject to the monthly fees listed below. Special multi-location user licenses are also available for an additional charge.

Setup fee: If Agent has not yet purchased Brightsun software, then upon sign up Agent will be charged a setup fee* per terminal. Fee schedule** is as follows:

Worldspan per terminal – GBP20 per month

Sabre per terminal – GBP5 per month

Galileo per terminal – GBP20 per month

Amadeus per terminal – GBP5 per month

*any subsequent reinstallations due to malfunction / computer crash by agent will attract a GBP5 fee, Any password issue or unlocking or reset will attract a GBP5 fee per signon.

** the above fee schedule can be changed at GDS discretion and Brightsun will endeavour to inform the agent of the fee changes as soon as they are known to Brightsun.

Pricing Plans: Upon setup and activation of the GDS system or within thirty (30) days of the acceptance of this Agreement, Agent will be placed into a monthly pricing plan based on the number of terminals that Agent has. Monthly

pricing also includes setup & technical documents provided by GDS.

Payment Terms: Monthly charges will be processed on or near the 1st of every month via deduction from Agent's credit or debit card, or a debit card agreement. Agent's inability to make such payments due to insufficient funds, errors or omissions of accurate payment data, will be considered grounds for breach of this agreement by the Agent.

Annual Payment Option: The Agent can opt to pay for 12 months of service in conjunction with the execution of this agreement. Payment under this plan qualifies for a 2% discount on any monthly charges.

Termination: This agreement shall be in effect from the Effective Date (the date at which Agent agrees to these terms), until the first year anniversary date of Agent's acceptance of these terms. Thereafter, this Agreement shall continue from year to year unless either party gives written notice to the other at least (30) days prior to the end of the then current term of its intent to terminate this Agreement. In event of a breach of this Agreement, the non-breaching party may terminate this Agreement upon written notice to the other party of the breach. Upon providing written notice of breach to Agent, Brightsun may immediately remove information regarding Agent from the GDS system without further notice to the Agent; and Agent shall immediately remove any GDS software from computer systems.

Agent Use : Agent agrees to do everything in their power to maintain business with Brightsun and use the GDS system to transfer bookings to Brightsun for the term of this contract. Brightsun is not liable for double bookings, cancellations or any other reservation conflict. The Agent agrees not to breach booking guidelines or to misuse booking practises and eliminate the charge for double bookings. Any cases found of misuse will result in immediate termination. Agent agrees to exclusive use of the GDS system provided by Brightsun and will remove any other agents GDS from its offices.

Upgrading GDS : Each participating property that is included for use with the Brightsun Booking Engine is responsible for timely updating of

property information within the System, including rates, accurate unit availability, and general property information. In the event of overbooking, without limitation, when a guest reserves a rental unit through the Brightsun Booking Engine and that rental unit is not available at the property, the Agents solely responsible for satisfying the guest by finding acceptable alternative accommodations for such guest or financially compensating the potential guest.

Acceptance: Acceptance of any property for inclusion in the Booking Engine system is within Brightsun's sole discretion, and it may remove a property from the Booking Engine system at any time, with written notice (including email notification) to the Agent.

Right to Use Booking Engine Information: Agent acknowledges that Brightsun will compile certain information related to the usage of the Booking Engine. Such information may include without limitation, the volume of reservations booked on the system for a particular geographic region or type of accommodations, seasonal changes in bookings, and demographic profiles of the Booking Engines end users. Agent agrees that Brightsun is authorized to use, reproduce and generally make such information available to third parties in the aggregate, provided that the Agent's information is not individually identified or attributable to Agent.

Representations: The person entering into this agreement on behalf of the Agent represents to Brightsun that he or she has all requisite power and authority to enter into this Agreement on behalf of the Agent, that this Agreement has been duly authorised by Agent and that this Agreement will constitute legal, valid and binding obligation of Agent.

Disclaimer: Brightsun will not be responsible or liable for any inaccuracies in the data or information included in the Booking GDS, nor will it have any liability under any circumstances for damages in connection with the same, except to use commercially reasonable efforts to correct information not accessible to Agent, such as reset of passwords, or system installation. Agent is solely and exclusively responsible for the protection of any and all of its intellectual

property and /or the intellectual property of any local property, including, but not limited to, the inclusion on Agent's bookings of any and all statutory or other notices customarily used or required for purposes of providing notice of ownership or protection of Agent's and/or any local properties trademarks, trade names, service marks or copyrights.

Indemnification: Agent will indemnify Brightsun, its employees, agents, and users, against, and hold Brightsun harmless, and defend or settle at Agent's expense, any claim, action or other proceeding brought against Brightsun involving any claim or action that: (i) any information, data or materials, or the use or inclusion in the Booking Engine System of any information, data, or materials provided by Agent or any local property infringes any third-party intellectual property right, is obscene, libelous, or defamatory, or otherwise results in any injury or damage to any third party; or (ii) any liability arising from any breach by Agent of any representations, warranties or obligations under this Agreement. Agent will pay, as incurred, any and all costs, damages, and expenses (including, but not limited to, reasonable attorneys' fees and costs) awarded against or incurred by Brightsun in connection with any action or proceeding attributable to any such claim.

Brightsun shall use commercially reasonable efforts to make GDS and the Service available 99.5% of the time on an annual basis, not including any temporary shutdowns due to scheduled maintenance (which will not exceed in the aggregate 10 hours per month), telecommunications or power disruptions caused by third parties, and any other causes beyond Brightsun's reasonable control. Any failure of Brightsun to satisfy the Uptime Goal shall not constitute a breach of this Agreement. The Customer further acknowledges and agrees that its sole and exclusive remedy for any failure of Brightsun to provide the services in accordance with the uptime goal is to terminate this Agreement without incurring the early termination penalty fee.

This Agreement will be binding on and will inure to the benefit of the legal representatives, successors and assigns of the parties hereto. Unless otherwise agreed herein, neither party to

this Agreement may assign, hypothecate, pledge or sublicense any of its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, that a party may assign this Agreement without such consent in connection with any merger, consolidation, any sale of all or substantially all of such party's assets or any other transaction in which more than fifty percent (50%) of such party's voting securities are transferred.

With respect to translations of this Agreement into a language other than English, the English version shall govern any conflicts that may arise concerning the interpretation of any terms or conditions of this Agreement.

This Agreement shall be interpreted in accordance with the laws of the United Kingdom and legal proceeding out of this Agreement will occur in the United Kingdom.

Credit Cards: Brightsun makes no representation or warranty concerning credit card guarantees, including, without limitation, the authority of the person to use such card or the availability of credit there under. Agents using secure user processing are solely responsible for obtaining valid credit card numbers and payments.

Ancillary and Misuse Charges: Many airlines have implemented very high charges of ADM for bookings which are made on option and non-ticketed.

This is because the airlines get charges for hits on their server and also for holding inventory on option which could be offered to other customers,

The current airlines who have started charging for holding and cancelling excessive option booking are Qatar Airways (QR) and Etihad Airways (EY)

For agents using their own GDS, if you are IATA then you will find ADM's coming through to recover the ratio the un-ticketed vs. ticketed bookings For agents using their own GDS, if you are non- IATA then you will find the inventory on these airlines will start to be blocked

FOR AGENTS USING BRIGHTSUN GDS: If we identify that an un-ticketed booking was made by your PCC and the ADM was same to us for your PNR then the ADM amount for that PNR will be charged to your agency.

To avoid these kinds of financial losses, refrain from making unnecessary OPTION /Duplicate bookings

All this time we would like to remind you of best GDS practices: This GDS agreement allows an agent to connect through to airlines inventory through a Brightsun agreement with the GDS.

Therefore any ancillary charges named but not limited to the below charges shall be charged back to the agent herewith.

1. Agency Debit Memo's raised misuse of Origin and Destination logic (breaking of segments)
2. Agency Debit Memo's raised misuse of duplicate or speculative bookings (Bookings made under name TEST or inventory held by agent to block other agents from selling the inventory)
3. Name changes where prior approval has not been gained from the principal.
4. Agency Debit Memos raised for unwanted air segments not cancelled resulting in no show.
5. Charges from hotels raised for unwanted hotel segments not cancelled resulting in no show.
6. Churning: When a booking is created those results in a PNR, the PNR is allowed to be changed 3 times without it costing the airline any money. However when it is changed more than 3 times then the airline charges fee to Brightsun based on USD4 x number of passengers x number of segments changed. An example is the following booking; the inbound has been changed 3 times – on the fourth time the inbound is changed it will cost the airline through the following formula

USD 4 x 3 passengers x 2 segments changed =
USD24

1.1TEST/AMR 2.1TEST/BMRS 3.1TEST/AMSTR*P-C09

1. CA 856 Y 23FEB LHRPEK HS1 2025 #1445 O
2. CA 173 Y 24FEB PEKSYD HS1 1700 #0740 O
3. CA 174 Y 23MAR SYDPEK HS1 2040 #0530 O
4. CA 937 Y 24MAR PEKLHR HS1 1230 1555 O

This USD24 is being charged to Brightsun and we will in turn charge it to the GDS user. The only way to avoid these charges is that if you know that three changes have been made to the existing PNR, then cancel the existing PNR and create a new one. The agent will be liable for recovery of the above charges to Brightsun, and continuous breach of the above may as a result terminate this agreement forthwith.

7. Search to book ratio : if a GDS PCC supplied by Brightsun is being used for search purposes then the search : book ratio is 400:1. If the searches go beyond this ratio the following charges will be applied to the Agent :

Galileo : 400:1 permitted. excess £.005p per search

Worldspan : 400:1 permitted excess .005p per search

Sabre : 300:1 permitted excess .005p per search

Amadeus : 400:1 permitted excess .005p per search

The total monthly charge that is agreed to be paid through credit / debit card or direct debit mandate is

GBP _____ .

Agency account no. with Brightsun: _____

Agency Name: _____

I hereby agree to the above terms and conditions:

Signed : _____

Name of Signatory _____

Date :

Either scan and email this agreement to
info@brightsun.co.uk

BRIGHTSUN GDS SERVICES

Brightsun Account Number:

if you do not have a Brightsun Account number, please visit <http://btres.com/registerhere> before you complete this form

Company Name: Full Address including Postcode/Zip Code:

.....

Phone Number: Name:

Fax No: Email ID:

Website:

New GDS PCC with Point of Sale Terminal

The Agent requires

(number) of Galileo Terminals

(number) of Worldspan Terminals

(number) of Sabre Terminals

(number) of Amadeus Terminals

The total monthly charge that is agreed to be paid through credit / debit card or direct debit mandate is

GBP

Agency account no. with Brightsun:

Agency Name:

I hereby agree to the above terms and conditions:

Signed :

Name of Signatory.....

Date :

Either scan and email this agreement to info@brightsun.co.uk

Amadeus**Please ✓ all that apply**

1. Mapping (To retrieve booking of Brightsun PCC)
2. Jumping (Jumping into Brightsun PCC)
3. Other (Any other level of access)

Sabre**Please ✓ all that apply**

1. B Access (Branch Access, to see Brightsun-fares and queue in GDS)
2. C Access (full rights, Access Brightsun PCC, book and issue without Brightsun permission)
3. Other (Any other level of access)

Worldspan**Please ✓ all that apply**

1. Emulation to queue booking (to see our fares, book and queue for issuance)
2. Other (Any other level of access)

Galileo**Please ✓ all that apply**

1. Selective Access (Permission to other agency to display and update PNR)
2. Other (Any other level of access)

Brightsun Customer Ref: BISUN

Customer Name:

Customer Address:

Email:

Telephone:

1st Direct Debit Amount

Subsequent Direct Debit Amount

Payment Date: (Tick appropriate box) **1st** **15th**

DD Start Date MM/YY: (Must be at least 14 days from today)

Frequency:

Total No. of Payments (if applicable)

Monthly



Brightsun Travel Uk Ltd
14 Hanworth Road
Hounslow
Middlesex
TW3 1UA
Tel: 02088191212
www.brightsun.co.uk

(Please complete your details, sign the Direct Debit Instruction and return to the address above.
Eazy Collect will appear on your bank statement)

DIRECTDEBITDETAILS**Instructions to your Bank or Building Society to pay by Direct Debit**

Eazy Collect Services Limited. 1 Tebbit Mews,
Winchcombe Street, Cheltenham, Glos. GL52 2NF

Name (s) of Account Holder (s)						Service User Number: 4 1 9 1 0 5					
Bank / Building Society Account Number						Instructions to your Bank or Building Society Please pay Eazy Collect Services Limited Direct Debits on behalf of the client noted above from the account detailed in this instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this instruction may remain with Eazy Collect Services Limited and, if so, details will be passed electronically to my Bank or Building Society.					
Bank Sort Code						Account Holder (s) Signature (s)					
Name of your Bank or Building Society											
Bank and Building Societies may not accept Direct Debit Instructions for some types of accounts											
Date											

THE DIRECT DEBIT GUARANTEE

- * This Guarantee is offered by all Banks and Building Societies that take part in the Direct Debit Scheme. The efficiency and the security of the scheme is monitored and protected by your own Bank or Building Society.
- * If there are any changes to the amount, date or frequency of your Direct Debit, Eazy Collect or the client noted above will notify you 10 days in advance of your account being debited or as otherwise agreed. If you request Eazy Collect or its client to collect a payment, confirmation of the amount and date will be given to you at the time of the request.
- * If an error is made in the payment of your Direct Debit by either Eazy Collect, its client noted above or your Bank or Building Society, you are entitled to a full and immediate refund of the amount paid from your Bank or Building Society.
- If you receive a refund you are not entitled to, you must pay it back when Eazy Collect asks you to.
- * You can cancel your Direct Debit at any time by contacting your Bank or Building Society. Written confirmation may be required. Please also notify us.

Self - Ticketing Policy

1. This Ticketing Policy ("Policy") sets forth procedures that must be followed by any Agent booking and/or ticketing air transportation / hotel / car segments on Brightsun Office ID/ PCC. This Policy is incorporated by reference and is a part of any applicable agreement or arrangement pursuant to which Customers authorised to act on behalf of Brightsun including but not limited to, the BSP Billing Settlement Plan authorised by IATA, to which this is a Supplement. Any of such applicable authorising agreements or arrangements is referred to herein as an "Authorising Agreement". Terms and conditions of transportation on Brightsun PCC are also contained in IATA's Contract of Carriage. Agent should conduct business within the parameters of the Authorising Agreement, this Policy and the Contract of Carriage. This Policy applies to all Agents It is the Travel Service Provider's responsibility to ensure that all of its employees and contractors, in all of its locations, comply with this Policy, including future updates.

DEFINITIONS

- 2. **Authorised Agent:** an Agent is a Travel Service Provider, appointed by Brightsun to use its IATA to issue airline traffic documents, as well as hotel and car content.
- 3. **ADM** – An Agency Debit Memo raised by an airline.
- 4. **BSP** – Billing Settlement Plan as administrated by IATA.
- 5. **Back Date Ticketing** - the issuance of a ticket with an indicated date of issuance that is earlier than the actual date of issuance.
- 6. **Back-to-Back Ticketing** - the booking and/or issuance and/or use of Flight Coupons from two or more different Tickets at round trip fares for the purpose of contravening applicable tariff rules (such as advance purchase/minimum stay requirements or other restrictions).
- 7. **Booking Fee** - has the meaning set forth in section under Booking Fees.
- 8. **Churning** - excessive or constant book/cancel activity which typically means rebooking a segment more than twice. This is defined in Ancillary and Misuse Charges.
- 9. **IATA number** - The accredited IATA number belonging to Brightsun Travel, intended for the purpose ticketing on a GDS.
- 10. **CRS/GDS** - Computer Reservation System/Global Distribution System.
- 11. **Duplicate Booking** - booking more than one reservation for the same passenger traveling on or about the same date to one or more of the same or

nearby airport destinations (such as, SINDEL and KUL-DEL or EWRSNA and JFKSNA), or creating another PNR for a passenger when one already exists on the same airline in internal reservation system or in a different CRS/GDS. Duplicate Bookings also include, but are not limited to, a similar or same itinerary booked.

- 12. **Fare Rules** - applicable requirements or restrictions associated with a particular fare, including, but not limited to, non-refundability, Ticket Time Limits, class of service requirements, minimum/maximum stay requirements, or advance purchase ticketing requirements.
- 13. **Flight Coupon** - a portion of the Ticket that indicates travel points between which the coupon is good for carriage.
- 14. **Group Booking** - booking 10 or more passengers on at least one common flight segment within their itinerary to a common destination in a single PNR or multiple PNRs.
- 15. **Hidden Cities Ticketing or Points Beyond Ticketing** - the booking and/or issuance and/or use of a reservation or ticket from an initial departure point on the ticket which is before the passenger's actual point of origin of travel, or to a more distant point(s) than the passenger's actual destination being travelled even when the booking or purchase and use of such tickets would produce a lower fare.
- 16. **IATA** - International Air Transport Association.
- 17. **Impossible/Illlogical Booking** - includes, but is not limited to, bookings for the same passenger on concurrent flights that fly in the same time period, on or near the same day; multiple bookings for the same passenger between the same origin/destination; Duplicate Bookings; or, bookings with connections that depart before the arrival of the inbound flight.
- 18. **Inactive Segments** - flight segments within the CRS/GDS PNR with status codes HX, NO, SC, TK, UC, UN, US or WK.
- 19. **Married Segments** - a travel itinerary that contains at least one connection but which is sold as a single origin/destination.
- 20. **No-Show** - inventory spoilage caused by Customer's failure to issue tickets and/or cancel unticketed reservations.
- 21. **Off Plating** - validating one airline on another airline's ticket stock to avoid paying taxes, or to reduce the fare being charged.
- 22. **Passive Bookings** - these are listed in the Travel Service Provider's CRS/GDS system under passive segment status codes. Passive segments are NOT permitted to be ticketed on Brightsun IATA number.
- 23. **PNR** - Passenger Name Record.

24. **Throwaway Ticketing** - the booking and/or issuance and/or use of connecting and/or round-trip tickets for the purpose of one-way or partial travel only. This typically includes a premium class on an airline, followed by a non-premium class. E.g. First class in the first segment and economy class on the return segment in order to reduce overall fare.
25. **Ticket** - the record of agreement, including electronic tickets, e.g., "eTickets," for the carrier(s) to provide transportation and related services under certain terms and conditions to the Passenger named on the Ticket in accordance with applicable governing tariffs and regulations.
26. **Ticket Time Limit** - date or time deadline required for ticket issuance as set forth in the applicable Fare Rule.
27. **Customer**- any travel agency named above to be the Accredited agent of Brightsun Travel UK Ltd,

Booking and Ticketing Practices

28. **Administrative Bookings** – Agent must utilise auxiliary segments or non-billable status codes to produce invoices and itineraries or for administrative or accounting purposes. For example, non-billable status codes include the following: AMADEUS - GK, APOLLO - BK, SABRE - YK, WORLDSPAN - use a TVL Air Segment.
29. **Cancellations** - If a passenger cancels his or her reservation with an airline / hotel or car provider, Agent must immediately cancel the reservation and release inventory. Otherwise, it may result in a No-Show for which Agent will be responsible. Agent must not use the cancelled inventory for another passenger, even if the other Agent desires the identical itinerary.
30. **Claiming Reservations** – Agent must use CRS/GDS claim functionality wherever possible to issue a ticket for a reservation booked directly with Airline. **Agent is not permitted to claim PNRs between agencies, branches and/or CRS/GDS systems.**
31. **Class of Service** –Agent must not issue a ticket unless the requested class of service is available for sale and confirmed. The ticketing of segments on any other status other confirmed i.e. "HK" is NOT permitted.
32. **CRS/GDS Migration** - If Agent changes from one CRS/GDS provider to another, Agent must notify Brightsun Travel at least thirty (30) days prior to the migration.
33. **Passenger Name/ID** - Passengers' full first and last names are required in all bookings. Additional security information about the Agent should insert such as passport details and the passenger contract. The PNR satisfies the applicable government requirements, including that the customer's name in the reservation matches customer's name as it

- Brightsun GDS / self ticketing / UAPI agreement appears on customer's passport or government issued photo identification. . If any of these are missed and an ADM is raised then required by the airline this will be the sole responsibility of the Agent
34. **Duplicate Bookings** – Agent must not create a Duplicate Booking for any reason, or duplicate any reservation booked by another agency or that exists in another CRS/GDS or airlines internal reservation system. It is the responsibility of the Customer to determine if the Agent already made a reservation.
35. **Agency Debit Memo** - Without reservation any ADM raised for any bookings will be sole responsibility of Agent to compensate Brightsun Travel UK Ltd. For any ADM Brightsun Travel will apply an administration charge of GBP10 per ADM. It is the responsibility of the Agent to ensure that no ADM is raised.
36. **Fare Rules** – Agent must adhere to all Fare Rules. Agent is liable for, any booking or ticketing practice that circumvents the applicable Fare Rules, including but not limited to Back-to-Back Ticketing, Hidden Cities, Points Beyond, or Throwaway Ticketing.
37. **Fictitious Name and Other Speculative Bookings** – Customer must not make any speculative bookings using fraudulent or fictitious names. Non-exclusive examples of such bookings include the use of a valid surname followed by initials (e.g., SINGH/A/B/C, JONES/A/S/D/F,SMITH/X/Y/Z) and fictitious or celebrity names (e.g., Test/PNR, Mouse/Mickey). Agent must not block seats or hold any speculative bookings in anticipation of expected demand.
38. **Inactive Segments** – Agent must remove Inactive Segments from their CRS/GDS PNR at least 24 hours prior to the scheduled departure of each flight segment.
39. **Interline Ticketing** – Agent must not validate any ticket on one airline if the ticket contains a flight segment(s) on any other airline unless the other airline is a complete partner, such as Air France / KLM. In addition, any ticket that is validated on an airline must contain at the longest flight segment in the itinerary on that airline.
40. **Married Segments** – Most Airlines may provide a level of availability on Married Segments that differs from the level of availability provided by airline if the segments were sold separately. Agent must not separate Married Segments for any purpose nor manipulate the CRS/GDS system to circumvent Airline's Married Segment Control logic.
41. **Passive Bookings** - Only an Accredited Subscriber can book passive segments in its CRS/GDS system for the purpose of ticketing an already existing reservation in GDS system. Invalid passive segments will be rejected. Non-Accredited Subscribers are prohibited from booking any passive segments.

42. **Passports and Visas** – Agent must not book an itinerary for the sole purpose of obtaining customer's visa, passport, or any other documents.
43. **Prohibited Practices** - Brightsun strictly prohibits, and will hold the Agent responsible for any losses due to Travel Service Provider's actions in violation of this Policy or the applicable Authorising Agreement, including but not limited to Agent's actions with respect to any Back Date Ticketing, Back-to-Back Ticketing, Churning, Duplicate Booking, Group Booking in violation of Article VI below, Hidden Cities/Points Beyond Ticketing, Impossible/Illlogical Booking, No-Show, Off Plating, and Throwaway Ticketing, and any other Prohibited Practices outlined in the Contract of Carriage. In addition to other legal or equitable remedies available, Brightsun may charge Customer and Customer agrees to pay all charges to Brightsun for the fees described above for any such violation. For the avoidance of doubt, Agent shall be responsible for its actions in violation of these policies, including booking violations, regardless of whether or not a ticket is issued.
44. **Protection Bookings** – Agent must not create any booking on any airline for the purpose of protecting or re-protecting passenger in connection with irregular flight operations. This includes misconnections, an over-sale on or any other carrier, flight cancellations, delays or any other flight interruption on any carrier. Any such booking for the purpose of protecting or re-protecting a passenger must be made only by the original carrier.
45. **Queues** – Customer is responsible for promptly working all queues on their office ID
46. **Advanced passenger Information System (APIS)** – Customer must include Secure Flight Passenger Data (APIS) including full name, date of birth, gender, and Redress Number if applicable, for each passenger in every PNR as required by the TSA (for USA passengers). Failure to provide the required APIS at least 72 hours prior to departure may result in a debit memo. PNRs created within 72 hours of departure must include APIS when the PNR is initially booked.
47. **Taxes/Fees/Surcharges** – Agent must collect, report and accurately code all taxes, fees and charges/surcharges imposed by the U.S. government, levied by foreign countries and/or are required by airlines.
48. **Ticket Numbers** – Agent must issue and report a valid ticket number for the passenger and itinerary in the PNR. Airlines prohibit brightsun and therefore accredited Agent from providing a ticket number that does not match the passenger name itinerary to circumvent ticketing requirements or to satisfy a Ticket Time Limit.
49. **Ticket Time Limit** – Agent must issue a valid ticket or cancel the PNR by the applicable Ticket Time Limit. In certain circumstances, airlines use an automatic program to cancel segments when ticketing has not occurred by the applicable Ticket Time Limit. These segments may be cancelled in Airline system, however may be live "HK" status in the GDS. Without reservation the agent is responsible for any ticketed PNR and to ensure that the itinerary is live in airline system before ticketing.
50. **Trademark and Keyword Usage Restriction** – Agent shall not, without Brightsun's prior written consent, purchase as keywords, or otherwise use to drive consumers to its website or business, any Brightsun trademarks or common misspellings or variants thereof. This restriction applies to, but is not limited to, any participation by the Agent in search related advertising services with any Internet search engine or similar company such as Google, Yahoo, and the like.
51. **Training and Testing** – Agent can create test or training PNRs only in the "training mode" of its own CRS/GDS system, but not with live inventory

Fees and Penalties for Non-Compliance

1. **Fees** - In addition to other legal or equitable remedies available to Brightsun' violation of this Policy, Brightsun reserves the right to charge the agent, and agent agrees to pay, a fee of GBP10.00 per passenger, per PNR for each Policy violation in addition to any charges raised by airline/ hotel or car provider. In addition, Brightsun reserves the right to assess additional fees if the applicable Policy violation(s) involve First Class or Business First inventory.
2. **Loss of Access/Termination** – Any violation of this Policy and/or failure to pay any outstanding fee(s) may result in (i) the loss of access to view, book and ticket inventory and/or (ii) the termination of the GDS PCC and self-ticketing irrespective if there remain untravelled PNR's on the PCC Office ID.
3. **Damages** - In addition to the other remedies set forth in this agreement, Brightsun may charge Travel Service Provider, and Agent agrees to pay, for any losses incurred arising out of or in connection with any violation of this Policy. These damages could include, but are not limited to, loss of revenue and the difference between the fare charged and the actual fare available at the time of the
4. violation or booking, use or issuance of the ticket.
5. **Other Remedies** - Brightsun reserves the right to terminate any and all applicable agency appointment(s) of any Agent that does not comply with this Policy. Appointments of further "sub

agents" by the agent results in an immediate termination of this policy. Brightsun reserves the right to offset from any available source any amount owed to Brightsun order to satisfy any of the fees, costs, damages or other remedies owed to Brightsun as a result of Agent's violation of this Policy.

Miscellaneous

1. **Right to Inspect and Audit** – Brightsun shall have the right to information of Agent's offices to inspecting Agent's books and records relating to air transportation sold directly or indirectly for Brightsun's products. These include but are not limited to selling of ITX (inclusive Tour fares) without the necessary ancillaries such as hotel or car hire vouchers, corporate fares sold to non-corporates for the purpose of achieving a higher profit margin and to ensure Agent's compliance with the provision of the applicable Authorising Agreement
2. **Compliance with Laws** - Travel Service Provider, in booking and/or ticketing pursuant to this Policy, will comply with all applicable laws, including, but not limited to, those set forth in IATA's Montreal Convention 1999. and will be applied in courts in the jurisdiction with laws of the United Kingdom.

I hereby agree to the above terms and conditions:

Signed : _____

Name of Signatory _____

Date : _____

Either scan and email this agreement to
info@brightsun.co.uk, or fax to 0872 115 5215.

Brightsun Branching or selective access

Name of GDS (PLEASE CIRCLE) Amadeus Sabre Galileo Worldspan

Existing PCC or Office ID.....

Please all that apply**Amadeus**Please all that apply

1. Mapping (To retrieve booking of Brightsun PCC)
2. Jumping (Jumping into Brightsun PCC)
3. Other (Any other level of access)

SabrePlease all that apply

1. B Access (Branch Access, to see Brightsun-fares and queue in GDS)
2. C Access (full rights, Access Brightsun PCC, book and issue without Brightsun permission)
3. Other (Any other level of access) _____

WorldspanPlease all that apply

1. Emulation to queue booking (to see our fares, book and queue for issuance)
2. Other (Any other level of access)

GalileoPlease all that apply

1. Selective Access (Permission to other agency to display and update PNR)
2. Other (Any other level of access)

Brightsun use only**Mode of Service****Notes**Please all that apply**Desktop Version of GDS**Service will cease if less than
£5,000 revenue per monthPlease all that apply

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Amadeus

.....

Sabre

.....

Galileo

.....

Worldspan

.....

Level of ServicePlease all that apply

Sabre	Amadeus	Galileo	Worldspan
B Access _____	Mapping _____	Selective Access _____	Emulation for booking queue _____
C Access _____	Jumping _____	Other _____	Other _____
Other _____	Other _____	_____	_____

Segment Incentives GDS Surcharges/Charges/ADMPlease all that apply

Eligible _____

Weekly _____

Not eligible _____

Monthly _____

yearly _____

or None _____

Person Name..... Signature
On behalf of Brightsun Travel UK LimitedAuthorised Manager..... Signature
On behalf of Brightsun Travel UK Limited**Brightsun NDC API or GDS API**Please all that apply

Brightsun NDC and/or GDS API services

Service will cease if less than
£25,000 revenue per month

Please all that apply

NDC (BA, Lufthansa)

Spice Jet Content

Indigo Content

Hotel Content (C.S)

Rail Content (C.S)

All of Above

GDS Web services access API

Service will cease if less than
£10,000 revenue per month

Please all that apply

Amadeus

Sabre

Galileo

Worldspan

Brightsun use only

Mode of Service

Notes

Please all that apply

Desktop Version of GDS

Service will cease if less than £5,000 revenue per month

Please all that apply

.....

Amadeus

.....

Sabre

Galileo

Worldspan

Level of Service

Sabre

B Access ____

C Access ____

Other ____

Amadeus

Mapping ____

Jumping ____

Other ____

Galileo

Selective Access ____

Other ____

Please all that apply

Worldspan

Emulation for booking queue ____

Other ____

Segment Incentives GDS Surcharges/Charges/ADM

Please all that apply

Eligible ____

Weekly ____

yearly ____

Not eligible ____

Monthly ____

or None ____

Person Name..... Signature
On behalf of Brightsun Travel UK Limited

Authorised Manager..... Signature
On behalf of Brightsun Travel UK Limited