

AGENCY TRADING TERMS AND CONDITIONS

The **COMPANY** and the **AGENT** (both as herein defined) do hereby agree as follows:

By transacting business with the Company, the Agent is deemed to have accepted these Terms & Conditions.

1 APPLICATION AND APPOINTMENT

- 1.1 These agency terms and conditions apply to all sales agency appointments made by P&O Ferries Holdings Limited, (hereinafter referred to as the 'Company').
- 1.2 The "Services" means all the products transactions or other activities provided or to be provided from time to time by the Company or any part thereof relevant to a booking with a customer as defined herein.
- 1.3 The "Agent" means any person authorised to sell any of the Services to a third party, including a Motor Inclusive Tour ('ITX') operator and a group operator.
- 1.4 The "Customer" means any third party who makes a booking with the Company through the Agent including for the purpose of clause 8 hereof all persons contracting with or through an ITX operator.
- 1.5 The "Marks" means all designs, business names, literary works, service names, service marks, logos, trade names, Trade Marks and other intellectual property rights of whatsoever nature from time to time used by the Company.
- 1.6 The appointment by the Company of the Agent is made solely on these agency terms and conditions which are deemed to regulate the relationship between the Company and the Agent and to be incorporated into the contract between them.

2 SCOPE OF AGENCY, DUTIES AND RESPONSIBILITIES OF AGENT

- 2.1 The authority of the Agent to represent the Company during the period of the agency is limited to the marketing and sales of the Services.
- 2.2 The Agent shall comply with all directions issued by the Company from time to time to the Agent in respect of the Services and the marketing and sales thereof.
- 2.3 The Agent undertakes to sell the Services only at the prices and on the terms and conditions from time to time stipulated by the Company.
- 2.4 The Agent undertakes to sell the Services to customers only in the Agent's home market.

- 2.5 The Agent is authorised only to make representations to a Customer in respect of the Services in accordance with the Company's published current literature and the Agent has no authority to vary any of the terms and conditions on which tickets in respect of any of the Services are issued as specified in the said literature.
- 2.6 The Agent is not in joint venture or partnership with the Company and has no authority to enter into any contract for or on behalf of the Company save as specified herein.
- 2.7 It is agreed that the Agent may act for and on behalf of any competitor of the Company, subject to conditions from time to time contained in separate Trading Agreements. The Company is free to appoint others worldwide to act as its Agent.
- 2.8 The Agent undertakes not at any time to divulge any confidential information concerning the affairs of the Company without the prior written consent of the Company.
- 2.9 Upon receipt of a new edition of any publication from the Company, the Agent undertakes to destroy all copies of the previous editions.

3 BOOKINGS

- 3.1 The Agent agrees to comply with all booking procedures laid down by the Company from time to time and to comply with all requirements notified by the Company to its Agents generally or to the Agent specifically whether in respect of the correct procedure to be followed when taking bookings and completing other transactions.
- 3.2 At the time of taking a booking from a Customer the Agent shall provide to the Customer all necessary and relevant information relating to the booking, the payment terms, any general and special conditions of the Company and other specific conditions issued by the Company from time to time which shall form part of these agency terms and conditions. In particular, (but without prejudice to the generality of the above) the Agent shall draw the attention of Customers to the Company's right to levy cancellation charges as set out in the Company's Terms of Business.
- 3.3 All tickets of restricted duration are only valid where the outward and return journeys are completed within the specified time, with the same vehicle and passengers and using the same operator. If a Customer fails to travel on one part of the booking, then the Company may charge the Agent a supplement. That supplement will be the difference

between the amount paid and the price for the standard single fare, appropriate to the sailing used. It will be the Agent's responsibility to collect this additional payment from the Customer.

- 3.4 The Agent shall retain at each sales office sufficient stocks of copies of the Company's Terms of Business (together with copies of the Athens Convention incorporated therein) both in English and in a relevant local language as may be in force from time to time and the Agent shall draw the attention of Customers and potential Customers to such terms and conditions when selling any of the Services both at the time of taking a booking and when confirming the same.

4 PROMOTION

- 4.1 The Agent shall use its best endeavours to promote and develop the sale of the Services and for that purpose the Agent shall display prominently a reasonable amount of the latest editions of promotional material as supplied by the Company and as agreed by way of trading agreements.
- 4.2 Subject to the prior receipt of the written approval by the Company of all art work the Agent may represent itself on letterheads and publicity material as an agent of the Company but the Agent shall not represent itself in any way which would imply that it was other than an independent agent.
- 4.3 All right title interest and licence of the Company in all Marks is acknowledged by the Agent to be in the sole legal and beneficial interest of the Company and it is expressly covenanted and agreed that no right, title, interest or licence in or to any of the Marks is granted or transferred by the Company to the Agent. The Agent undertakes to refrain from using the Marks upon the first written demand of the Company and promptly to destroy or supply to the Company all documentation using such Marks.
- 4.4 Representation of the Company in electronic form shall not be undertaken without the prior written consent of the Company. Links to the Company's web site may not be established without the prior written consent of the Company.
- 4.5 The Agent shall be solely responsible for the payment of all costs and expenses incurred by the Agent in carrying out its activities hereunder and shall in addition at its sole expense maintain an adequate and efficient organisation for promoting and selling the Services.

5 PROCEDURES FOR CREDIT AGENTS

- 5.1 On confirmation of a booking by the Company, the Agent shall issue to the Customer a booking reference. The Agent must ensure that the correct booking reference is given to the Customer and advise the Customer that this must be quoted at the port of departure. The Customer must also be informed of the need to produce evidence of personal identification in order for the correct travel documents to be issued.
- 5.2 Payment will be due 42 days before the outward travel date or immediately if within 42 days of the

outward travel date. Unless an alternative procedure is agreed, the Company will send to the Agent a statement showing all balances outstanding in respect of bookings made. For monthly accounts this will be sent at the end of each month. Payment terms require payment of the total balance shown to be outstanding on each monthly statement to be received by the Company by the 15th day of the month following that to which the statement relates. For weekly accounts, statements will be sent at the end of each week. Payment terms require payment of the total balance shown to be outstanding on each weekly statement to be received by the Company by the last day of the week following that to which the statement relates. The Company reserves the right to demand full payment at any time on or within 42 days prior to the date of outward travel in any event.

- 5.3 Payment may be made by direct debit, bankers draft, bank transfer, Agent's cheque or any other means agreed beforehand in writing by the Company. Under no circumstances will the Company accept payment by means of either the Customer's cheque or credit card. For the avoidance of doubt payment will not be regarded as having been made by the Agent and/or received by the Company until cleared funds have been credited to the Company's account.
- 5.4 The Agent will be deemed to have accepted the correctness of each statement sent to it unless the Company is notified to the contrary in writing and any particular item of query is specified by no later than close of business on the twelve days after the date of the relevant statement. The Agent will pay all other monies shown to be due other than the item under query and shall not withhold or delay payment of any other sums all of which must be paid in accordance with the payment terms provided herein failing which the Company reserves the right to charge interest upon all outstanding or late payments.
- 5.5 Any refund due as a result of a booking amendment made more than twenty-four hours prior to travel will be reflected in the first available statement thereafter although this may not necessarily be the statement relating to the booking as originally made. All other claims must be supported by the appropriate documentary evidence. The policy of the Company in respect of refunds is contained within the relevant publication.
- 5.6 It is agreed that the Company reserves the right to charge the Agent with interest upon any outstanding debt or payment made late at the rate of 3% above base rate of Lloyds TSB Bank Plc from time to time calculated monthly. Interest when charged will appear in the next statement sent to the Agent.
- 5.7 All commissions due to the Agent shall be at the rate from time to time agreed between the parties and where it is to be deducted at source the deduction shall be shown as a net item on the next statement sent to the Agent.
- 5.8 Commission will not be paid on bookings made through affiliate schemes. Commission, in such cases, will be paid directly to the Agent by the scheme provider.

- 5.9 A contract between the Customer and the Company shall be deemed to come into effect as soon as the Company issues a booking reference in respect of that particular booking of the Customer.

6 PROCEDURES FOR CASH AGENTS

- 6.1 Payment in full is due at the time the booking is confirmed. The Company will, on request, issue a confirmation/invoice in respect of a booking. Payment shall be made in full within 10 days and the Company reserves the right to refuse travel until payment has been received. The Company reserves in any event the right to cancel any booking for which it has not received payment in full as herein provided.
- 6.2 Where a booking is made and there is not sufficient time for money to be paid to the Company prior to travel, then, with the Company's prior agreement, payment may be made at the port of departure by Agent's cheque (net of commission) or by the Customer in which event payment must be made without deduction of any commission due to the Agent which may then be claimed retrospectively in writing.
- 6.3 The policy of the Company in respect of refunds is contained in the relevant publication. The Company will not normally issue a monthly statement to Cash Agents unless there is an outstanding balance.
- 6.4 Except as expressly herein set out in clause 6 all conditions contained in clause 5 in respect of procedures for Credit Agents are also applicable to Cash Agents.

7 GROUP BOOKINGS

- 7.1 All Group bookings made by an Agent and/or a Group Operator are subject to the Company's 'Conditions of Special Group Rates' which the Agent and/or Group Operator must draw to the attention of its Customers and these agency terms and conditions shall apply to such agency/Group Operator transactions.
- 7.2 When the Agent makes a Group booking with the Company on behalf of an operator (as defined in the Conditions of Group Travel) the obligations of the operator in respect of the contract of carriage shall be governed by those Conditions of Group Travel. In those circumstances alone, the Agent shall not be deemed to be an operator in respect of the Group booking. If the Agent is in any event also acting as an Operator and makes a Group booking directly with the Company then these terms and conditions shall apply to that booking.
- 7.3 For Credit Agents, payment is due on the day of travel and shall be made in accordance with Clause 5.
- 7.4 For Cash Agents, payment is due 28 days prior to travel and shall be made in accordance with Clause 6.

8 MOTOR INCLUSIVE TOUR (ITX) BOOKINGS

- 8.1 All ITX bookings made by an Agent and/or an ITX Operator are subject to the Company's 'Conditions of ITX Approval' which the Agent and/or ITX Operator must draw to the attention of its Customers and these agency terms and conditions shall apply to such agency/ITX Operator transactions.
- 8.2 Unless otherwise agreed by the Company, payment by Credit and Cash Agents/operators shall be as described in Clause 5 or 6, as applicable.

9 DEPOSITS

- 9.1 Bookings will appear on the statements sent to the Agent whether payments have been made in part or otherwise until the Company has received full payment in respect thereof and whether or not the statement is issued prior to the date of outward travel.
- 9.2 Deposits shall be due for payment in accordance with the terms of the relevant booking and shall be paid in accordance with Clause 5 or 6, as applicable.
- 9.3 All deposits are non-refundable unless specifically stipulated to the contrary.

10 ASSIGNMENT AND CHANGE OF CONTROL OR MANAGEMENT

- 10.1 This agreement is personal to the Agent who may not assign or part with his interest therein or entrust the sale of the Services to any other person firm or company whatsoever.
- 10.2 Any Agent which is a private company and not a subsidiary of a public company shall forthwith notify the Company of any changes or proposed changes to its board of directors and of any transfer or proposed transfer of any of its shares.
- 10.3 The Agent shall notify the Company forthwith of any change or proposed change in the manager of any of its sales offices and provide full details of the new manager.

11 INDEMNITY

The Agent covenants and undertakes to indemnify and hold harmless the Company against all damage, loss and expense whatsoever and howsoever arising which the Company may suffer or incur as a result of any act or omission of the Agent.

12 TERMINATION

- 12.1 This agreement may be terminated by either party giving to the other not less than ninety-three days prior written notice.
- 12.2 The Company may terminate this agreement at any time by immediate notice in the event that the Agent shall become bankrupt, be placed into administration or receivership or liquidation or in any other way become insolvent and unable to pay its debts as they fall due or in the event of any material breach of the agreement being committed by the Agent and such breach not being remedied

within seven days of request in the event that such breach is capable of remedy.

- 12.3 Upon termination of this agreement the Agent shall forthwith return to the Company all tickets, papers and materials supplied by the Company and all other documents relating to the business of the Company including all business documentation of whatever nature showing any of the Marks and the Agent hereby irrevocably authorises the Company its agents or representatives to enter any premises of the Agent in order to recover possession of all such materials.
- 12.4 Termination of this agreement shall not affect any rights or obligations of either party which may have accrued prior to the date of termination.

13 NOTICES AND VARIATIONS

- 13.1 Notices in connection with this agreement shall be sent by fax and confirmed by letter sent by first class post:–
- The Company:
Tourist Finance Manager
P&O Ferries
PO Box 281
DOVER
CT17 9GX
FAX No. 01304 863589
- and
- The Agent:
As notified by the Agent to the Company.

- 13.2 The parties undertake to keep each other informed of any new address where notices shall be sent and in default thereof the above addresses shall be used.
- 13.3 The terms of this agreement may be varied by the Company upon 60 (sixty) days written notice to the Agent.

14 PASSWORD

It is the responsibility of the Agent to protect the security of any password issued for website bookings. The Company will accept no liability for any transactions completed by an unauthorized person.

15 LAW AND JURISDICTION

- 15.1 This agreement shall be constructed and governed by English Law.
- 15.2 The parties hereto submit irrevocably to the exclusive jurisdiction of the English Courts.

THIS AGREEMENT has been signed on behalf of the parties by persons duly authorised.



SIGNED for and on behalf of the Agent

SIGNED for and on behalf of the Company

Agent's Stamp