



## Big Bus Tours Partner Booking Platform

### Terms & Conditions

#### 1 DEFINITIONS

- 1.1 "**Account Holder**" means the individual appointed as the account holder in accordance with clause 6.1;
- 1.2 "**Account Manager**" means the BBT representative appointed to manage the Account Holder's relationship with BBT;
- 1.3 "**Agreement**" means the Agreement comprising these Terms and its Schedules;
- 1.4 "**Authorised Seller**" means an individual registered on the Partner Booking Platform as an additional user authorised on behalf of the Partner in accordance with clause 6.2;
- 1.5 "**BBT**" means the Big Bus Tours company identified as the contracting entity in the table in clause 18 of these Terms;
- 1.6 "**Commencement Date**" means the date upon which this Agreement is entered into between BBT and the Partner;
- 1.7 "**Global Sales**" Sales of Tickets and Vouchers across the BBT cities across the Group;
- 1.8 "**Net Rate**" means the price for a Product specified by BBT as the 'net rate' on the Product & Pricing Schedule, being the minimum price at which BBT will sell the relevant Product to the Partner (as updated from time to time by BBT);
- 1.9 "**Partner**" means the party named as the Partner in the application submitted online via the Partner Booking Platform to enter into this Agreement, which application has been accepted by BBT (or an existing Partner of BBT migrated to the Partner Booking Platform);
- 1.10 "**Partner Booking Platform**" means the online platform provided by BBT as a booking platform for its partners;
- 1.11 "**Price**" means the price at which the Partner purchases a Product from BBT;
- 1.12 "**Product**" means a bus tour or other product or service offered by BBT (which may include both BBT's own and third party products and services), whether as an individual product or service or as part of a bundle, which is listed in the Product & Pricing Schedule (as varied by BBT from time to time);
- 1.13 "**Product & Pricing Schedule**" means the schedule of Products which BBT makes available for purchase by the Partner together with the Net Rates and Retail Prices of those Products;
- 1.14 "**Restricted Information**" means any information or data which is disclosed by BBT to or in connection with the subject matter, provisions, or performance of the Agreement (whether orally or in writing or in any other medium and whether or not such information is expressly stated to be confidential or marked as such) including but not limited to any information or data relating to Products, Vouchers, Retail Prices, commissions, rates, Net Rates, cancellation rights, terms and conditions, methods of payment, and special promotions;

- 1.15     **"Retail Price"** means the public rates set out in the Product & Pricing Schedule (as updated from time to time by BBT);
- 1.16     **"Ticket"** means evidence of entitlement to be a passenger on a bus tour provided by BBT or to utilise another Product provided by BBT; and
- 1.17     **"Voucher"** means a form of printed or electronic voucher for a Product or other means of redemption so that the applicable Ticket can be issued upon presentation and redemption.

## **2           INTERPRETATION**

- 2.1       Headings are inserted for convenience only and shall not affect the interpretation of the Agreement. References to clauses and Schedules are to the clauses and Schedules to the Agreement.
- 2.2       A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time, and shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 2.3       A reference to writing or written includes faxes and e-mail. Any words following the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms. Words in the singular include the plural and vice versa. A reference to one gender includes all genders.

## **3           APPOINTMENT OF PARTNER AND STATUS**

- 3.1       BBT appoints the Partner as its non-exclusive sales agent to advertise, promote and sell Products and the Partner accepts this appointment subject to and upon the terms of this Agreement.
- 3.2       This Agreement does not in any way restrict BBT or its group companies from appointing further sales agents or from appointing any agents or distributors or from itself marketing and selling any Product in any territory and in any manner or by any means including through any sales channel.
- 3.3       The Partner agrees that it will use all reasonable endeavours to advertise, promote, market and sell Products in accordance with this Agreement.
- 3.4       The Partner acknowledges and agrees that its advertising and promotional activities are subject to the restrictions in and compliance with BBT's channel policies (as may be updated by BBT from time to time) including AdWord restrictions and pay per click policies and any other restricted paid search and brand terms in relation to online sales; BBT's current channel policies applicable to the Partner are published on the Partner Booking Platform.
- 3.5       The Partner shall act conscientiously and in good faith towards BBT and shall promote the sale of the Products with all due care and diligence and shall seek to maximise sales and improve BBT's goodwill; the Partner shall not allow its interests to conflict with the duties that it owes to BBT under this Agreement and any applicable laws.

- 3.6 The Partner shall at its own expense comply with all laws and regulations relating to its activities under this Agreement, as they may change from time to time, and with any conditions binding on it in any applicable licences, registrations, permits and approvals.
- 3.7 The Partner is an independent contractor and shall be responsible for the collection, remittance and payment of any or all taxes, charges, levies, assessments and other fees of any kind imposed upon it by governmental or other authority in respect of its activities under this Agreement including the marketing and sale of the Products.

#### **4 PRICING AND SALE OF PRODUCTS**

- 4.1 BBT will sell each of the Products to the Partner as such Price as the Partner shall determine in each case, provided that in each case the Price shall not be less than the Net Rate for the relevant Product. When the Partner wishes to purchase a Product the Partner shall select that Product on the Partner Booking Platform and shall enter the Price at which the Partner wishes to purchase that Product, which Price shall not be less than the Net Rate, and BBT will sell and supply the Product to the Partner at that Price.
- 4.2 The Partner may market, sell and supply the Products to its customers at such prices as the Partner may determine in its absolute discretion. BBT provides its own Retail Prices to the Partner so that the Partner is aware of BBT's published retail prices for its own direct sales to end-user customers and BBT recommends those Retail Prices as the prices for the Partner's own retail sales but the Partner is not obliged to follow those recommended retail prices.
- 4.3 Whilst the Partner may market, sell and supply the Products to its customers at such prices as the Partner may determine in its absolute discretion, the Partner is expected to sell Products at prices which reflect BBT's passenger ticket policy as set out in the table at the end of these terms.
- 4.4 Products are generally 'free-sale' but the Partner acknowledges and agrees that certain Products may have timed booking periods, limited availability and/or may be subject to a specific sales process and/or redemption process.
- 4.5 The Net Rates and the commission rates form part of the Restricted Information and the provisions of clause 11 shall apply. Any disclosure of any of the Retail Prices, Net Rates or commission rates by the Partner to any third party will be treated as a material, repudiatory and irremediable breach of the Agreement and will entitle BBT to terminate the Agreement immediately without payment of compensation to the Partner and to claim damages for any losses incurred.
- 4.6 Where any Products are sold as a part of a bundle along with any third party products or services, BBT will provide a Net Rate and Retail Price for the bundle but the Net Rates for each Product will not be separately shown and the Partner shall not disclose any individual Product discounts to the customer.
- 4.7 The Net Rates and Retail Prices apply for the period stated in the Product & Pricing Schedule. BBT will conduct a review of the Net Rates and Retail Prices on an annual basis and update the Product & Pricing Schedule accordingly. BBT also reserves the right to change the Net Rates and Retail Prices at any time and any changes shall apply with effect from the date on which BBT publishes the revised Net Rates and/or Retail Prices on the Partner Booking Platform and the Product & Pricing Schedule shall be varied accordingly.
- 4.8 All Prices are inclusive of any form of sales tax or duty including general sales tax or value added tax which may be applicable in any country at the prevailing time.

- 4.9 The Partner will comply with all applicable laws relating to the display of prices in respect of any Products.
- 4.10 The Partner's agreed commission on the Product need not be disclosed to the customer, to the extent that it is lawful for the Partner not to disclose it under applicable laws.
- 4.11 The Partner shall not, without BBT's express prior written consent, make or give any representations, warranties or other promises concerning the Products beyond those contained in BBT's standard terms and conditions or any other Product information provided by BBT.

## **5 COMMISSION AND PAYMENTS**

- 5.1 BBT shall pay commission to the Partner based on the Price at which the Partner purchases a Product from BBT. Any amount of the Price above the Net Rate for the relevant Product shall be paid by BBT to the Partner as commission.
- 5.2 BBT reserves the right to change its commission structure at any time by notice to the Partner by way of publication of the updated commission structure on the Partner Booking Platform.
- 5.3 For all Products purchased by the Partner at a Price above the Net Rate, BBT will pay the commission due to the Partner, calculated in accordance with clause 5.1, on an approximately monthly basis. The Partner and BBT's representative will agree a mutually convenient date, usually once in each month, to check and confirm the commissions due since the last commission statement and prior to that date BBT will prepare and deliver to the Partner a commission statement showing BBT's calculation of the commission due to the Partner in respect of Product sales made in the period since the last commission statement.
- 5.4 Subject to clause 5.9, BBT shall pay commissions due to the Partner as soon as practicable following the check and confirmation of the commission statement by the parties referred to in clause 5.3.
- 5.5 The Partner bears the risk of any loss arising from all instances of fraud, forgery, theft, misappropriation or any other unlawful activity related to the issue and use of Vouchers as described in clause 8.5 and accordingly if any such activity is detected after a commission payment in respect of the affected Vouchers has been made by BBT then such commission payment shall be recoverable by BBT as a debt due from the Partner including by way of deduction from future commission payments to the Partner.
- 5.6 Where the Partner has been granted a credit facility which allows the Partner to pay BBT for Products it has purchased at any time later than the time at which the Product is purchased then the Partner shall pay the amounts due to BBT within the time period stated on the invoice received by it from BBT.
- 5.7 If the Partner has been granted a credit facility as referred to in clause 5.6 then BBT may withdraw, suspend, or alter any of the terms of that credit facility at any time. If BBT withdraws or suspends the Partner's credit facility at any time then the Partner shall pay any amount owing to BBT under that credit facility within 28 days of such event.

- 5.8 All payments to be made by the Partner under clause 5.6 shall be made free and clear and without any set-off, lien, counter-claim or other deductions of any nature whatsoever.
- 5.9 Without prejudice to its rights under clause 5.12, BBT shall not be obliged to make any commission payments to the Partner if and for so long as the Partner is in breach of clause 5.6.
- 5.10 Products may be resold by the Partner in any currency agreed between the Partner and the customer, but if the customer's credit or debit card is used by the Partner to make the payment to BBT then payment must be made in a currency accepted by BBT. Amounts due from the Sales Agent to BBT in respect of Product sales shall be paid into BBT's nominated account in the currency stipulated in the Product and Pricing Schedule.
- 5.11 The Partner shall use its reasonable endeavours to procure exemptions from withholding tax from any amounts due to BBT, but if any currency restrictions or government regulations in any jurisdiction prevent the remittance to BBT of the whole or any part of any amount due to it from the Partner then any such amount not remitted shall be held in an account in its name as nominated by it in the relevant jurisdiction, and shall be deposited into that account by the Partner in the currency of the jurisdiction not later than the date when such payment would have been due to BBT and the Partner shall at the same time provide to BBT all documentation and any other assistance required to enable it to claim the release of the amount held in the in-country account.
- 5.12 If any amount is not paid by the Partner in accordance with clause 5.6, BBT may in its absolute discretion:
- (a) suspend for whatever period it thinks reasonable the account and/or the credit facility of the Partner and any sub-agent accounts without prior notification. For the avoidance of doubt, the suspension of an account will prevent the purchase of further Vouchers and Tickets during the period of suspension;
  - (b) charge interest on the overdue amount at the rate of 4% per annum above the official bank rate published by the Bank of England from time to time; and
  - (c) charge its internal costs of recovering the delayed payment to the Partner, and
- if the situation persists BBT reserves the right to withdraw any credit facilities immediately and without further notice to the Partner and may also pursue any and all alternative ways of recovering payment from the Partner.
- 5.13 In the event of a refund being requested by a customer, the Partner must ask the customer to speak directly to BBT. Refunds cannot be made by the Partner. Should a refund be issued to the customer because of a problem with the service provided by BBT, the Partner shall be entitled to receive commission for that sale. Should a refund be issued to the customer because they did not use their ticket, or if BBT believes the customer was mis-sold by the Partner then no commission will be paid to the Partner. This decision is solely at the judgement of BBT whose decision will be final and binding.

**6****ACCOUNT HOLDER AND USERS**

- 6.1 The Partner shall have one nominated account holder. If the Partner is an individual then the Partner will automatically be the named account holder. If the Partner is a firm or company (or any other form of legal entity apart from an individual) then the account holder will be the individual nominated as the account holder in the application submitted by the Partner on the Partner Booking Platform. The individual named as the account holder is the "Account Holder".
- 6.2 The Partner may authorise persons additional to the Account Holder to access and operate the Partner's account on the Partner Booking Platform, each such additional person being an "Authorised Seller".
- 6.3 If the Partner is not an individual then in consideration of BBT entering into this Agreement at the request of the Account Holder, the Account Holder hereby unconditionally and irrevocably covenants and undertakes to BBT (as a primary obligation and not as surety only) that the Partner shall perform all of its obligations and meet all of its liabilities under this Agreement and that if the Partner shall fail in any respect to perform any such obligations or meet any such liabilities or commits any breach thereof then the Account Holder shall forthwith perform or take any steps necessary or desirable to achieve the due and faithful performance of the obligations and the satisfaction of the liabilities of the Partner and the Account Holder shall indemnify and hold BBT indemnified at all times from and against any and all losses, damages, claims, liabilities, obligations, costs, charges and expenses arising out of or in connection with the said failure or breach.
- 6.4 The Account Holder shall be fully responsible for the acts and omissions of the Partner's Authorised Sellers to the same extent as it is responsible for its own acts and omissions under this Agreement. Without prejudice to the generality of the foregoing, the Account Holder is responsible for accounting to BBT for the Price of all Products purchased by an Authorised Seller using the Partner's credit facility (if any).
- 6.5 The Account Holder and each Authorised Seller will have a unique logon ID to use the Partner Booking Platform. The Partner may use these logon ID's to control the level of access of Users to the Partner's account (i.e. the Account Holder will have a higher level of access than the Authorised Sellers), but it is the Partner's responsibility to determine and set any access controls. The Partner will also be issued with a cash sale PIN to be entered by the Account Holder and all Authorised Sellers when recording a cash payment on the Partner Booking Platform.
- 6.6 Log on ID's may include a user identification code, password or similar piece of information as part of BBT's security procedures, which must be treated as confidential and not disclosed to any third party. BBT has the right to disable any user identification code or password, whether chosen by the Partner or allocated by BBT, at any time, if in BBT's reasonable opinion the Partner (including the Account Holder or any Authorised Seller) has failed to comply with any of the provisions of this Agreement.
- 6.7 The Account Holder is responsible for holding and managing the Partner's account including protecting the identity of passwords and maintaining proper control and

supervision of the account. The Account Holder is responsible for all use of the Partner Booking Platform by anyone who uses it under the Partner's account profile.

## 7

### PARTNER BOOKING PLATFORM

#### 7.1

The Partner's use of the Partner Booking Platform is subject to and is governed by the terms of use published on the Partner Booking Platform ("Terms of Use"). By using the Partner Booking Platform the Partner accepts the latest version of the Terms of Use as published on the Partner Booking Platform at that time and agrees to abide by them. The Terms of Use are subject to change at any time without notice. Notification of any amendment shall be effected by posting the amended Terms of Use on the Partner Booking Platform and the amended Terms of Use shall then become effective immediately, but no changes will be retrospective. The Partner's continued use of the Partner Booking Platform shall mean that the Partner agrees to be bound by the Terms of Use as amended or otherwise updated.

#### 7.2

Any personal data which is collected or stored by BBT arising out of the Partner's use of the Partner Booking Platform is subject to the Privacy Policy and the Cookies Policy published on the Partner Booking Platform and the Privacy Policy and Cookies Policy are incorporated into and form part of the Terms of Use.

## 8

### VOUCHERS AND TICKET COLLECTION

#### 8.1

The Partner shall ensure that every customer to whom the Partner supplies a Product is aware of and complies with the BBT passenger terms & conditions, the current version of which is published on the Partner Booking Platform, and that a reference to those terms & conditions, and to the customer's personal data being processed in accordance with BBT's privacy policy, both available at [bigbustours.com](http://bigbustours.com), is made on each Voucher issued to the customer.

#### 8.2

The Partner will ensure that every customer wishing to board a bus for a bus tour or use another Product sold under this Agreement holds a Ticket or Voucher. Any customer without a valid Ticket or a Voucher which can be redeemed for a Ticket will have to purchase a Ticket at the time of boarding the bus or commencing use of another Product at the prevailing Retail Price and subject to availability on the day.

#### 8.3

The Partner has no right to sell Products for any date which has been notified to the Partner in writing from time to time in advance to be a 'blackout' date (such dates in specific cities as notified by BBT from time to time). Further, some Products will have limited availability and/or specific times might be subject to availability or other restrictions as shown in the Products & Pricing Schedule or as otherwise advised by BBT from time to time.

#### 8.4

The Partner shall ensure that it has in place sufficient security, procedures and safeguards, to avoid theft, fraud or any other unlawful activity in relation to any Vouchers or Tickets for the Products and any Restricted Information. In particular but without limitation to the foregoing, the Partner shall ensure that it has sufficient security, procedures, and safeguards in place to ensure that:

##### (a)

all sales of Products are genuine and in good faith;

##### (b)

all possible means are taken to ensure the identity of the purchaser and to ensure against credit/debit card fraud and forgery;

- (c) all access to facilities to issue Tickets and Vouchers are kept secure from theft, misappropriation and misuse at all times; and
  - (d) all instances of fraud, forgery, theft, misappropriation or misuse of Retail Prices or any other unlawful activity related to the issue of Tickets or Vouchers are forthwith reported in writing to BBT together with such information as is reasonably available to the Partner or is requested by BBT.
- 8.5 The Partner will bear the risk including all losses arising from any instances of fraud, forgery, theft, misappropriation or misuse of Retail Prices or any other unlawful activity related to the issue of Tickets or Vouchers as described in clause 8.4 and will indemnify BBT from and against all actions, claims, proceedings, losses, damages, liabilities, charges, expenses and costs suffered or incurred by BBT arising out of or in connection with any failure by the Partner to comply with its obligations under clause 8.4.
- 8.6 Where the Partner issues a Voucher to redeem for a Ticket, the Partner will ensure that the Voucher bears a unique reference number or bar code for the purpose of matching the Voucher to the relevant sale transaction.

## **9 MARKETING ACTIVITIES**

- 9.1 All marketing materials proposed to be printed or published by the Partner based on a BBT template shall comply with BBT brand guidelines and channel policies as supplied by BBT and published on the BBT's partner support platform and shall be submitted to BBT by the Partner for approval at least 30 days prior to the proposed effective date of use and the Partner shall not use that material unless and until express written approval is received from BBT.
- 9.2 If the Partner wishes to produce any marketing literature which contains any photograph, image, description, trade mark, logo or other representation of BBT or any of the Products then the content and all other aspects of that marketing literature shall be approved by BBT before it is published and distributed by the Partner.

## **10 BUS TOURS: ADMISSION, AMENDMENT AND CANCELLATION**

- 10.1 Admission to a bus tour or other Product is only guaranteed during the period for which the Voucher or Ticket is stated to be valid, but BBT may in its sole discretion accept a Voucher or Ticket which may have expired.
- 10.2 For sale of Vouchers by the Partner, each individual or group must retrieve the Tickets for a bus tour from one of the uniformed personnel of BBT present at the location at which the individual or group wish to commence the bus tour by using the Voucher provided by the Partner for the specific number of people and during the stated period of validity.
- 10.3 BBT reserves the right to refuse to admit onto a bus tour, or to supply any other Product to, any customer who fails to present a valid Voucher or Ticket. Any customer holding a Voucher for a 'Child' Product must be accompanied by an adult in order to be allowed to board a bus tour.
- 10.4 If any Ticket or any Voucher presented for redemption is defaced or otherwise illegible or unclear then BBT's interpretation of the defaced, illegible or unclear text and its determination as to the validity of the Ticket or Voucher will be final and binding upon both the Partner and the customer.

10.5 BBT reserves the right to stop, cancel, delay or to alter the route and/or stopping points of any bus tour, or its bus tours generally, on short notice and at any time. No refund will be given for a bus tour which is stopped, cancelled, delayed or altered in this manner if it is for a reason beyond BBT's reasonable control, for example due to traffic restrictions or diversions or adverse weather conditions or for a force majeure event as described in clause 17.7, and BBT shall have no liability to the Partner arising out of or in connection with any such event, but BBT will honour Products sold by the Partner for another day.

## 11 CONFIDENTIALITY AND INTELLECTUAL PROPERTY

11.1 The Partner will keep confidential and will use only for the purposes of this Agreement and will not disclose to any third party the terms of this Agreement, details of any Restricted Information and any other information it may acquire in relation to the business and affairs of BBT without BBT's prior written consent.

11.2 The Partner agrees that all of BBT's intellectual property rights ("IPR") in relation to the Products, marketing literature and any other material which may be supplied to the Partner by BBT is the exclusive property of BBT (and its partners in case of bundled products) and the use of any logo, slogan, character, image, or other IPR belonging to BBT in whatever form and for whatever purpose is not permitted unless approved by BBT in writing prior to such use. If BBT provides any material for use by the Partner which includes any IPR of BBT then the Partner is granted a non-exclusive licence to use such IPR only for the purposes of this Agreement in the manner specified by BBT and in accordance with BBT's branding guidelines.

11.3 The Partner acknowledges that if it shall be permitted to create any material (including but not limited to newsletters, magazines, brochures and/or websites) ("Materials") using any of the IPR, it shall at its own cost:

- (a) produce design, layouts, and artwork and print all Materials;
- (b) feature on the Materials such details as BBT may from time to time request;
- (c) send samples of Materials to BBT in advance for approval, as a PDF file to the Account Manager; and
- (d) make reasonable amendments (if requested by the Account Manager) following submission of the Materials for approval before the Materials are distributed to members of the public.

11.4 BBT will use its reasonable endeavours to provide approval or the reason for the refusal in writing to the Partner no later than 3 working days after receipt of the Materials. A failure by BBT to respond to any submission or approval request shall be deemed to be a rejection.

11.5 The Partner acknowledges that the Partner will not request or allow any third party to use the IPR in any way without BBT's prior written consent.

11.6 The Partner agrees to assist BBT in protecting the IPR and shall not knowingly do or cause or permit to be done any act which may endanger the IPR or BBT's title to the IPR.

11.7 The Partner agrees that the Partner shall not act or use any of the rights granted to the Partner by these terms in a manner which is prejudicial to or defamatory of BBT and or any of its associated brands.

11.8 The Partner acknowledges and shall ensure that:

- (a) the Materials which are surplus to requirements are properly, safely and securely disposed of; and
  - (b) proper and adequate measures designed to protect the Materials from damage and/or theft are in force at the Sales Agent's premises and the premises of any third party where Materials are designed, printed or stored.
- 11.9 The provisions of clause 11 shall continue to apply after the expiry or termination of the Agreement.

## **12 LIMITATIONS ON LIABILITY**

- 12.1 Neither party excludes or limits liability to the other party in respect of death or personal injury resulting from negligence within the meaning of section 1(1) of the Unfair Contract Terms Act 1977, any fraudulent pre-contractual misrepresentations made by it on which the other party can be shown to have relied, or any other liability which by law it cannot limit or exclude.
- 12.2 BBT shall not have any liability in respect of any indirect or consequential loss or damage, which shall include any and all loss of revenues, loss of profits, loss of anticipated savings, loss of goodwill, loss of use, loss of contracts, loss of reputation, or loss due to damage to data.
- 12.3 Subject to clauses 12.1 and 12.2, the aggregate liability of BBT to the Partner in respect of causes of action that arise, whether in tort (including negligence), breach of contract or otherwise under this Agreement shall be limited to the amount of commissions paid to the Partner in the 3 months period immediately preceding the relevant cause of action.

## **13 TERMINATION OF THE AGREEMENT**

- 13.1 The Agreement comes into force on the Commencement Date and shall continue until terminated in accordance with this clause 13.
- 13.2 Either party may terminate this Agreement at any time by providing 28 days' prior written notice to the other party.
- 13.3 If the Partner:
  - (a) fails to pay any sum under the Agreement; or
  - (b) breaches the Agreement or is otherwise in default of its obligations there under and, if capable of remedy, fails to remedy the same within 72 hours of receiving of such breach of default from BBT; or
  - (c) has no activity on its account for a period of 6 months or more; or
  - (d) goes into liquidation whether compulsory or voluntary; or
  - (e) has an administrator appointed or a receiver, administrative receiver or manager is appointed over any part of its assets or undertaking; or
  - (f) ceases or threatens to cease trading;
  - (g) is subject to any change of ownership or control not previously approved by BBT;

- (h) by any act or omission or conduct damages the name, reputation or goodwill of BBT (irrespective of whether or not the Partner is in breach of its obligations under this Agreement); or
- (i) suffers any other relevant event or circumstance which, in the opinion of BBT, results or is likely to result in the Partner being unable to fulfil its obligations under the Agreement, then without prejudice to any other right it may have under the Agreement BBT may terminate the Agreement immediately on written notice to the Partner.

13.4 On the termination or expiry of this Agreement for any reason:

- (a) The Partner shall immediately cease all use of BBT's IPR and Restricted Information;
- (b) any monies outstanding at the termination of this Agreement from the Partner shall be paid to BBT within 14 days;
- (c) all undistributed literature held by the Partner shall be returned to BBT immediately;
- (d) the Partner shall not be entitled to any compensation in relation to the termination of this Agreement;
- (e) the Partner will contact any customer who has purchased a Voucher or Ticket for which BBT has not been paid by the Partner to notify the customer that the Voucher or Ticket is not valid and the Partner will be liable for any resulting claims or losses.

## 14 COMMERCIAL AGENTS REGULATIONS

- 14.1 The Partner acknowledges and agrees that the title 'sales agent' is a travel and tourism expression and does not denote an agent in a principal/agent relationship. The Partner is a distributor purchasing Tickets and Vouchers from BBT and reselling to retail customers on the Partner's own account and at such prices as the Sales Agent may determine in its own interests.
- 14.2 Without prejudice to clause 14.1, the Partner acknowledges and agrees that the performance of any obligations under this Agreement which it may perform in the capacity of an agent for BBT constitute the supply of services (and not the supply of goods) and that the Partner is not a 'commercial agent' within the meaning and for the purposes of the Commercial Agents (Council Directive) Regulations 1993 (as from time to time amended). The parties further agree that if and to the extent that the Commercial Agents (Council Directive) Regulations 1993 (as from time to time amended) apply, and provided that the Partner gives notice of its intention as required thereunder, the Partner shall, unless any of the circumstances mentioned in Regulation 18 of those Regulations applies, have the right to be indemnified as provided in Regulation 17 of those Regulations. For the avoidance of doubt, the Partner shall have no right to any compensation (other than the indemnity referred to in this clause) under those Regulations on termination of this Agreement. Further, if and to the extent that the Regulations apply but the parties may contract out of any of the provisions of the Regulations then the parties hereby contract out of and exclude the application of those provisions to the fullest extent permitted by law.

## **15 ANTI-BRIBERY**

- 15.1 The Partner shall:
- (a) comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("Relevant Requirements");
  - (b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
  - (c) have and shall maintain in place throughout the term of the Agreement its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements; and
  - (d) promptly report to BBT any request or demand for any undue financial or other advantage of any kind received by the Partner in connection with the performance of this agreement.
- 15.2 Breach of this clause 15 by the Partner will constitute a material, repudiatory and irremediable breach of this Agreement entitling BBT to terminate the Agreement forthwith.
- 15.3 For the purpose of this clause 15, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of the Bribery Act 2010), sections 6(5), 6(6) and section 8 of the Bribery Act 2010 respectively. For the purpose of this clause 15, a person associated with the Partner includes but is not limited to any agent, delegate or subcontractor of the Partner.

## **16 DATA PROTECTION**

- 16.1 In this clause 16 "Data Protection Legislation" means the EU's General Data Protection Regulation, the UK's Data Protection Act 2018 and any other legislation applicable to the processing of personal data by BBT and/or by the Partner, and "personal data", "process" and "data subject" shall have the meanings given to them in the Data Protection Legislation.
- 16.2 The Partner shall process the personal data of any customers and other persons that it may process for the purposes of this Agreement as a data controller but only to the extent, and in such a manner, as is necessary for the purpose of performing its obligations to such customers and other persons in accordance with this Agreement and shall not process the personal data of such persons for any other purpose.
- 16.3 The Partner shall:
- (a) process the personal data in compliance with all provisions of the Data Protection Legislation applicable to a data controller;
  - (b) take appropriate technical and organisational measures against the unauthorised or unlawful processing of personal data and against the accidental loss or destruction of, or damage to, personal data to ensure its and BBT's compliance with both the Data Protection Legislation and for financial information with PCI DSS; and

(c) notify BBT immediately if it becomes aware of any unauthorised or unlawful processing, loss of, damage to or destruction of any personal data.

16.4 The Partner shall only disclose personal data to BBT whether via the Partner Booking Platform or otherwise where: (i) the Partner has provided the necessary information to the relevant data subjects (including a fair processing notice to Authorised Sellers, where applicable) regarding the use of that personal data by BBT (and the Partner should use and refer to BBT's privacy notice available on the Partner Booking Platform for this purpose); (ii) the Partner has a lawful basis to do so, which, in the absence of any other lawful basis, shall be with the relevant data subject's consent; and (iii) the Partner has complied with any other requirements under the Data Protection Legislation to enable it to do so.

## 17 GENERAL

17.1 The terms of this Agreement constitute the entire agreement between Big Bus Tours and the Partner relating to the marketing and sale of Products by the Partner and supersede any previous agreements, drafts, representations or understandings between the parties relating to the subject matter. Each party acknowledges that in entering into this Agreement it does not do so on the basis of or in reliance upon any representations, promises, undertakings, warranties or other statements (whether written or oral) of any nature whatsoever except as may be expressly provided in this Agreement and accordingly any conditions, warranties or other terms implied by statute or common law are (save as to fraud) hereby excluded to the fullest extent permitted by law.

17.2 This Agreement may be amended or varied at any time by BBT by publication of its updated Partner Booking Platform Terms & Conditions on the Partner Booking Platform but any such amendment or variation shall only apply from and after the date that such amendment or variation is, or is deemed to be, communicated to the Partner.

17.3 BBT may at any time transfer any of its rights under the Agreement to any person. The Partner may not assign, transfer, or otherwise dispose of or deal with any of the Partner's rights or obligations under the Agreement without BBT's prior consent in writing.

17.4 In addition to BBT, the terms of the Agreement may be enforced in accordance with the Contracts (Rights of Third Parties) Act 1999 by any holding company of BBT; any subsidiary of BBT; any subsidiary of any holding company of BBT; and any successor in title to all or any part of the business presently carried on by BBT. Subject to the foregoing, no other person or body who is not a party to the Agreement shall have the right to enforce any of its terms by virtue of the Contracts (Rights of Third Parties) Act 1999.

17.5 If any court or competent authority finds that any provision of the Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Agreement shall not be affected. If any invalid, unenforceable or illegal provision of the Agreement would be valid, enforceable and legal if some part of it were deleted, the parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the parties' original commercial intention.

17.6 The failure or delay of either party to enforce any provision, right or remedy under this Agreement shall not be construed to be a waiver of such provision, right or remedy, or

otherwise limit such party's right to subsequently enforce such provision, right or remedy, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights and remedies provided in this Agreement are cumulative and not exclusive of any other rights and remedies (whether provided by law or otherwise).

- 17.7 No failure or omission by BBT to perform any of its obligations under this Agreement shall give rise to any claim against it or be deemed a breach of this Agreement if and to the extent that and for as long as such failure or omission arises from any cause reasonably beyond its control (a 'force majeure' event) which shall include without limitation any flood, storm or other natural event, any war, hostilities, revolution, riot or civil disorder including terrorist activities, any industrial actions, and any the acts, omissions or defaults of any third parties.
- 17.8 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) is governed by and shall be construed in accordance with English law. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

## **18 CONTRACTING ENTITY**

- 18.1 This Agreement is made between the Partner and the relevant Big Bus Tours contracting entity identified in the following table. The relevant Big Bus Tours contracting entity is the Big Bus Tours entity within whose area the Partner is geographically located.

Entity	Registered Number	Address	Area
City Sightseeing Washington DC INC. DBA / Open Top Sightseeing Washington DC	09435167	723 7th Ave, 5th Floor, New York, 10019, USA	Washington DC
Taxi Tours INC	04-3626491	723 7th Ave, 5th Floor, New York, 10019, USA	New York
Open Top Sightseeing	98-0524498	723 7th Ave, 5th Floor, New York, 10019, USA	San Francisco
Open Top Sightseeing	46-0521011	723 7th Ave, 5th Floor, New York, 10019, USA	Las Vegas

Conway Tours	65-0206570	723 7th Ave, 5th Floor, New York, 10019, USA	Miami
Gray Line Ltd	36-3717901	723 7th Ave, 5th Floor, New York, 10019, USA	Chicago
Big Bus Tours LLC	TL09431	No 60778-6079 Khan Murjan Wafi Mall, Umm Hurair 2, Bur Dubai, Dubai, United Arab Emirates, 116250	Abu Dhabi
Big Bus Tours LLC	1147407	No 60778-6079 Khan Murjan Wafi Mall, Umm Hurair 2, Bur Dubai, Dubai, United Arab Emirates, 116250	Muscat
Double Decker Bus Tours LLC	556909	No 60778-6079 Khan Murjan Wafi Mall, Umm Hurair 2, Bur Dubai, Dubai, United Arab Emirates, 116250	Dubai
Les Cars Rouges S.A	379 981 103	17 quai de Grenelle, 75015 Paris, France	Paris
Big Bus Hungary Kft	01-09-959548	Bajcsy-Zsilinszky út 17, 1065 Budapest, Hungary	Budapest
Big Bus Vienna GMBH	FN 391125i	Walfischgasse 5/4, 1010 Vienna, Austria	Vienna
Irish City Tours Limited	624961	Unit -12 Bluebell Avenue, Bluebell industrial Estate, Dublin-12 Ireland	Dublin
Big Bus Tours Rome S.R.L	14302851002	Via Nazionale 208, 3rd floor, 00184 Rome, Italy	Rome

The Big Bus Company (Hong Kong) Limited	1147299	Unit 6, 8th Floor, Tower 1, South Seas Centre, 75 Mody Road	Hong Kong
Singapore Ducktours Private Ltd	2001056780	82 Amoy Street, #03-00, Singapore 069901, Singapore	Singapore
Tourist information & Services (S) Private Limited	200503303C	82 Amoy Street, #03-00, Singapore 069901, Singapore	Singapore
Big Bus Singapore City Sightseeing PTE. LTD	201115341M	82 Amoy Street, #03-00, Singapore 069901, Singapore	Singapore
City Sightseeing PTY LTD	49086726329	13 Meadow Way, Banksmeadow, NSW 2019, Australia	Australia
Big Bus Tours Limited	01360202	110 Buckingham Palace Road, London SW1W 9SA United Kingdom	London
Big Bus Tours Los Angeles, Inc	82-3707557	723 7th Ave, 5th Floor New York, 10019United States	Los Angeles
Big Bus Tours Limited	07524891	110 Buckingham Palace Road, London SW1W 9SA United Kingdom	'Rest of the world'(i.e. any areas falling outside of the above defined catchment areas)

#### **BBT Passenger Ticket Policy**

Free of Charge	0-4 years  0-3 years (Paris)
Infant Ticket	0-2 years (Singapore)

Child Ticket	5-15 years 4-12 years (Paris)
Adult Ticket	16+
Family Ticket	2 adults and 2 children