



## 1. Definitions

### a. Group Size

- i. 10 or more passengers traveling in World Traveller or Euro Traveller cabins on the same dates on the same itinerary with the same PNR.
- ii. 7 or more passengers traveling in World Traveller Plus, Club World and Club Europe cabins, on the same dates on the same itinerary with the same PNR.
- iii. 4 or more passengers traveling in First cabin, on the same dates, on the same itinerary with the same PNR.

### b. Net Fare

The amount agreed and owed by the Agent to BA after allowing a reduction or discount for Group travel off the full published fare exclusive of taxes, fees and surcharges.

### c. Deposit Amount

For Groups traveling in World Traveller or Euro Traveller cabins, the Agent agrees to a Deposit Amount of USD/CAD \$100 per person, or 20% of the Net Fare, whichever is higher. For Groups traveling in World Traveller Plus, Club World, Club Europe or First cabin the agent agrees to a Deposit Amount of USD/CAD \$200 per person, or 20% of the Net Fare, whichever is higher. Where the net fare is less than USD/CAD \$100 per person, the Agent agrees to a Deposit Amount of USD/CAD \$50 per person.

Payment can be made by Check, Bank Transfer and other payment methods as advised from time to time. For identification purposes all payments must also refer to the Group booking reference otherwise responsibility will not be accepted for unallocated payments and the potential cancellation of bookings without notice.

### d. Date of Confirmation

The date on which BA sends email confirmation of the Agent's acceptance of the GBC and confirmation of PNR flight segments and confirmed fares associated with the Group.

### e. Date of Deposit

The date on which the Agent is required to pay Deposit Amount per seat to be confirmed. Date of Deposit can be no later than 90 days from the scheduled departure date or no later than 5 days from Date of Confirmation as specified for Late Bookings. If the Agent chooses to pay a Deposit Amount earlier than minimum required dates then that date becomes the Date of Deposit.

### f. Date of Full Commitment

The date on which the Agent commits to pay BA the Balance for a Group booking. The balance liability constitutes Net Fare plus all imposed taxes, fees and surcharges per ticket multiplied by the number of passengers confirmed, less any transferable Deposit Amount. Date of Full Commitment can be no later than 30 days from scheduled departure date or no later than the date specified for Late Bookings. If the Agent chooses to pay the Balance earlier than minimum required dates then that date becomes the Date of Full Commitment. Fuel Surcharge Tax (YQ) will be updated and reconfirmed and guaranteed by BA at Date of Full Commitment.

#### **g. Naming Date**

The day on or before which the Agent must supply to BA the names of all passengers traveling pursuant to a Group booking and all emergency contacts, full APIS and Secure Flight details. Naming date can be no later than 7 days from scheduled departure date. If the Agent chooses to name earlier than minimum required date then that date becomes the Naming Date.

#### **h. Ticketing Date**

The date by which all tickets must be issued for all passengers traveling pursuant to Group booking. Ticketing Date can be no later than 7 days from the scheduled departure date.

#### **i. Late Bookings**

A booking where the Date of Confirmation is between 89 days to 31 days of scheduled departure date will require the Deposit Amount paid within 5 days of the Date of Confirmation. For a booking where the Date of Confirmation is between 30 days to 8 days of scheduled departure date will require the Balance Amount paid within 2 days of the Date of Confirmation. For a booking where the Date of Confirmation is within 7 days of scheduled departure date will require the Balance Amount, Naming and ticketing is required by close of business on the same date as Date of Commitment.

#### **j. Balance**

The amount calculated by multiplying the number of passengers making up the Group booking as at the Date of Full Commitment by the Net Fare plus all applicable taxes, fees and surcharges and less any Deposit Amount which can be transferred pursuant to conditions outlined in Clause 3b of the Group Travel Agreement. Payment can be made by Check, Bank Transfers and other payment methods as advised from time to time. For identification purposes all payments must also refer to the Group booking reference otherwise responsibility will not be accepted for unallocated payments and the potential cancellation of bookings without notice.

### **2. Deposit Amount**

Every time the Agent makes a particular Group booking pursuant to this Agreement, the Agent is required to make a deposit to secure Group space. For each Group requested in an amount determined in accordance with the provisions set forth herein or otherwise agreed in writing, from time to time. Payment must be made in the form available through BA Global partner Lime Management Worldwide Ltd (hereinafter "Lime"). The deposit must be received by Lime no later than 90 days of scheduled departure date or the Group booking may be cancelled without referral.

### **3. Group Size Adjustments or Cancellations**

If the Group fails to maintain minimum Group size or cancels entirely, BA will retain the Deposit Amount within the following guidelines. Both parties agree that it is difficult to determine the exact amount of lost revenue to BA in the event of a Group cancellation, and that the lost revenue to BA generally increases the closer the cancellation is to the scheduled departure date. Further both parties agree that the amount of the Deposit Amount that is retained by BA in the event of a cancellation is not disproportionate to the amount of lost revenue. Outbound departure date determines Group size adjustment, space reduction and cancellation fees.

- a. From Date of Confirmation until Date of Deposit** the Agent may reduce Group space without restriction or cancel entire booking without penalty.
- b. From Date of Deposit until Date of Full Commitment** the Agent will become liable for full Deposit Amount for each seat above and beyond a reduction of more than 20% of the total seats held at Date of Deposit. For clarity cancellation and reduction calculations will be rounded up to the nearest whole number.
- c. At Date of Full Commitment** the Agent agrees to pay BA the Balance for all remaining

confirmed seats. The Agent agrees to pay BA the full Net Fare plus all applicable taxes, fees and surcharges for each seat cancelled post Date of Full Commitment.

- d. **At Naming Date** the Agent agrees to provide all names and required information, as specified by BA. BA reserves the right to cancel any seats, for which names and required information, as specified by BA, have not been provided without further notice to the Agent.
- e. **No Shows** if neither BA nor the Agent cancel any space held by the Agent and any un-ticketed passengers fail to show for the flight, the Agent will owe BA the full Net Fare plus all applicable taxes, fees and surcharges for each such no show.
- f. **Group Size** if the number of passengers on any Group booking falls below the required minimum seats for the applicable cabin, as outlined herein, the Net Fare offer will be withdrawn and the full published (gross) fare will apply.
- g. **Collection of Penalties** where penalties are due, BA can collect this debt using all lawful means including, without limitation, issuing a Lime invoice and / or an ADM for the full amount of the debt that is owed.

#### 4. Booking Changes

- a. **Re-routing** is not permitted at any time.
- b. **Flight / Date Changes** may be permitted provided the conditions set forth in this section are met and subject to availability and recalculation of fare.
  - i. Permitted prior to Ticketing Date.
  - ii. After Date of Full Commitment an additional fee of USD/CAD \$100 will apply plus any applicable Lime service fee.
  - iii. Post scheduled departure date an additional fee of USD/CAD \$150 plus any applicable Lime service fee.
- c. **Upgrades** may be permitted provided the conditions set forth in this section are met and subject to availability and recalculation of fare and any taxes and surcharges.
  - i. After Date of Full Commitment an additional fee of USD/CAD \$150 will apply plus any applicable Lime service fee.
  - ii. Upgrades are also permitted post-scheduled departure date. An additional fee of USD/CAD \$150 will apply plus any applicable Lime service fee.
  - iii. If an upgrade is requested pre Date of Full Commitment, Deposit Amounts will be recalculated accordingly and any additional Deposit Amount required is due immediately.
- d. **Downgrades** may be permitted provided the conditions set forth in this section are met and subject to availability and recalculation of fare and any applicable Lime service fee.
  - i. For up to 50% of the total Group size as at the Date of Deposit.
  - ii. Deposit Amounts will not be recalculated for downgrades.
  - iii. Downgrades are not permitted post Date of Full Commitment.
- e. **Name Corrections** (3 characters or less) and **Name Changes** (4 characters or more) may be permitted provided the conditions set forth in this section are met. May only be made for bookings that are exclusively for British Airways operated flights. May be only made prior to the scheduled departure date.

An additional fee of USD/CAD \$50 will apply for name corrections (3 characters or less) actioned post the Ticketing Date plus any applicable Lime service fee.

An additional fee of USD/CAD \$150 will apply for name changes (4 characters or more) actioned post the Ticketing Date plus any applicable Lime service fee.

- f. **Schedule changes** flight timings may change from the point at which the Group is booked and the date of travel. The Airlines do not guarantee the flight times and reserves the right to amend schedules or, on very rare occasions, cancel services. All confirmed bookings will be notified accordingly.

If a schedule change is significant then the Agent may choose to cancel the Group booking without penalty and all payments received will be refunded in full.

If a service is cancelled, the Airlines will use their reasonable endeavours and at its sole discretion to assist the Agent and book on other services subject to availability and the payment of any difference in fare. Or the Agent may choose to accept the cancellation and all payments received will be refunded in full.

## 5. Details of Booking / Ticketing

- a. **Baggage:** Normal baggage provisions apply.
- b. **Group Seating:** British Airways will endeavor to assign seats, upon request, together in a block but there is no guarantee that there will be block seating for the Group. In the event block seating is not available, seat assignment may only be made at airport check-in.
- c. **Passenger Names, Advance Passenger Information and Secure Flight Information:** The legal name of each passenger (as appears on passenger's valid passport) and emergency contact names and phone numbers of all US citizens and non-US citizens are due by Naming Date, as well as any Advance Passenger Information and Secure Flight information as necessitated by regulation or otherwise. The emergency contact phone numbers for US citizens are governed by the DOT regulations found at 14 CFR Part 243.
- d. **Refunds:** No refunds will be permitted for unused tickets. Exception only exists in case of death of a passenger or immediate family member, pre-travel only. Proper documentation to certify death will be required in order for BA to authorize such a refund according to its normal policies and procedures. An immediate family member is defined as: spouse (including Common Law and Civil Partner), children, adopted children, parents, siblings (including step or half siblings), grandparents, grandchildren, parents-in-law, siblings-in-law or children-in-law. In the case of hospitalization pre-travel (and death or illness mid-travel) the Airline will allow to rebook and extend the travel. Otherwise the passenger should contact their travel insurance.
- e. **Immigration Documents:** The Agent shall ensure all passengers are in possession of the necessary visa, health requirements, insurance and other required documents. The Agent will indemnify BA against all claims, costs, expenses, demands and proceedings of whatever nature by virtue or as a result of BA's refusal to carry all passengers traveling on tickets sold under this Agreement who do not hold the appropriate or required visa, permit, authorization or other documentation required for entry into the United Kingdom or other country as appropriate.
- f. **Taxes, Fees and Surcharges:** The Net Fares are exclusive of all taxes, fees and surcharges such as fuel surcharges that may be imposed by BA in response to market conditions and when notified, Lime's services fees. The Agent shall be liable to collect all taxes, fees and surcharges valid at the Date of Full Commitment, applicable to the route referred to in the GBC and shall reimburse BA for any shortfalls in collection. The Agent will ensure that, on or before the date any Deposit Amount is taken for any group booking, the group leader or other authorized group representative is advised, in writing, that airline surcharges for the booking may increase or decrease up to the date of Balance payment. The Agent is responsible for recording that such advice has been given, and that an acknowledgement thereof is received either electronically or by writing. Further, the Agent must advise the group leader or other authorized group representative that members of the group must also be given written notice that airline surcharges may increase or decrease up to the date of Balance payment, and that group members must agree to that condition as part of their agreement with the Agent to participate in the group.

We accept the Terms and Conditions as set forth above, in the Group Booking Confirmation and in the Group Travel Agreement and authorize you to execute any industry procedure or legal process to recover fees and/or penalties due to British Airways.