

## TERMS AND CONDITIONS

### BACKGROUND

The Subscriber has requested, and AirPlus has agreed to provide, certain charge card products and services subject to the terms and conditions of this Framework Agreement including its Parts, and the Schedules, and together with any additional agreements, application forms, terms and conditions (including information provided on the Portal) which may apply to the operation of the Card(s).

### AGREED TERMS

#### 1. DEFINITIONS AND INTERPRETATION

The following definitions and rules of interpretation set out in this Clause apply to this Agreement:

**"Account Statement"** the statement (whether in electronic or paper form) issued once every Billing Cycle, setting out, inter alia, each of the Transactions during the previous Billing Cycle.

**"Agreement"** this Framework Agreement comprising its Parts and Schedules and any other document incorporated herein.

**"Applicable Laws"** means all regional, national and international laws, rules, regulations and standards including those imposed by any governmental or regulatory authority and all applicable industry standards and standards determined by any self-regulatory body which apply from time.

**"Billing Currency"** means pounds sterling unless and until such other currency as AirPlus and the Subscriber agree is introduced.

**"Billing Cycle"** a monthly cycle or such other frequency as AirPlus agrees with the Subscriber, within which AirPlus will issue Account Statements.

**"Business Day"** a day (other than a Saturday, Sunday or public holiday) when banks in the City of London are open for business.

**"Business Purposes"** the purchase of, or payment for, goods and/or services required by a Cardholder in the course of their employment with, and solely for the legitimate business purposes of, the Subscriber.

**"Card"** a corporate charge card issued by AirPlus to a Cardholder at the request of the Subscriber and in accordance with this Agreement.

**"Card Scheme"** the payment scheme network under which the Cards are issued as specified in Part Fehler! Verweisquelle konnte nicht gefunden werden..

**"Cardholder"** an approved employee of the Subscriber to whom a Card has been or is to be issued in accordance with this Agreement, (subject to the Conditions of Use).

**"Cardholder Account"** the account which records the services provided to and the purchases and withdrawals by a Cardholder under this Agreement (including the Cardholder

Limit), operated and maintained by AirPlus for each Card issued by it.

**"Cardholder Limit"** a limit on the total unsettled balance which may be accrued on a Cardholder Account at any one time.

**"Chargeback"** has the meaning given at clause 14.1.

**"Charges"** the charges applicable to the purchase of goods and services and, if applicable, cash withdrawals, charged to the Cardholder Account as a result of use of the Card or Card number and all fees incurred or payable by the Subscriber or the Cardholder from time to time which are charged to the Cardholder Account in accordance with the Agreement.

**"Commencement Date"** the date this Agreement is signed by both parties.

**"Compliance Procedures"** has the meaning given at Clause 5.2.

**"Conditions of Use"** the terms and conditions for the use of a Card from time to time, the current version of which (as at the Commencement Date) is set out in Schedule 2 and as may be updated by AirPlus.

**"Confidential Information"** all information disclosed by one party to the other party in connection with this Agreement which is marked as confidential or which, by its nature, ought reasonably to be regarded as confidential.

**"Corporate Pay Card"** a Card in respect of which the Subscriber is liable to pay for all amounts charged to the relevant Cardholder Account.

**"Corporate Recourse"** means that the Subscriber is liable to pay AirPlus all overdue and unpaid amounts in relation to a Cardholder Account in accordance with clause 8 of the terms and conditions contained in Part 5 of this Agreement.

**"Credit Balance"** any positive balance remaining in the Cardholder Account after settlement of all Charges, applicable Programme Fees and all other amounts that are payable under this Agreement.

**"Data Protection Laws"** means Directive 95/46/EC as transposed into domestic legislation of each Member State of the European Economic Area and in each case as amended, replaced or superseded from time to time, including without

limitation by the EU General Data Protection Regulation 2016/679 of the European Parliament and of the Council ("**GDPR**") and/or other applicable data protection or national/federal or state/provincial/emirate privacy legislation in force including without limitation any data protection laws in the UK post any exit by the UK from the European Union.

"**Diversion Account**" means a central account held in the Subscriber's name for which the Subscriber is solely liable and through which all Charges, Programme Fees, card balances and all other amounts may be applied and paid in full by the Subscriber as applicable and as set out in this Agreement.

"**Force Majeure Event**" means an event which is beyond the reasonable control of AirPlus and includes, without limitation, any act, omission, breach or default of a Card Scheme.

"**Group**" means an entity, its Subsidiaries, any company of which such entity is itself a Subsidiary (its "**Holding Company**") and any other Subsidiary of such Holding Company. Reference to a "Member" of an entity's Group shall be construed accordingly.

"**Individual Pay Card**" is a Joint and Several Liability Card or Private Liability Card in respect of which the Cardholder has liability to pay for amounts charged to the Cardholder Account.

"**Initial Term**" has the meaning given at Clause 2.2.

"**Intellectual Property**" property in which intellectual property rights of whatever nature subsist including, where the context so admits, all such intellectual property rights.

"**Joint and Several Liability Card**" a Card in respect of which the Cardholder has joint and several liabilities with the Subscriber to pay for amounts charged to the Cardholder Account and which is subject to Corporate Recourse.

"**Payment Date**" the date specified in the Account Statement by which payment in full of the balance on that Account Statement must be received.

"**PIN**" the personal identification number issued in respect of each Card.

"**Portal**" the AirPlus Business Travel Internet Portal at (<http://www.airplus.com/login/UK>) or its replacement from time to time.

"**Private Liability Card**" a Card in respect of which the Cardholder has liability to pay for amounts charged to the Cardholder Account and which is subject to Corporate Recourse.

"**Programme**" the programme for business travel management services, the purchase and payment of goods and services and the provision of corporate charge cards as more particularly described in Part **Fehler! Verweisquelle konnte nicht gefunden werden.** and provided to the Subscriber.

"**Programme Administrator**" the person or persons designated by the Subscriber in accordance with Clause 9 to manage the

implementation and administration of the Programme on its behalf.

"**Programme Fees**" the fees in effect at the Commencement Date set out in **Fehler! Verweisquelle konnte nicht gefunden werden.** and the fees listed in Schedule 1, as respectively amended from time to time.

"**Programme Limit**" the sums specified from time to time by AirPlus to the Programme Administrator via the Portal as the maximum amount at any one time permitted to be outstanding under the Programme and in respect of all Cards.

"**Subscriber**" the entity identified as such in Part 1.

"**Subsidiary**" has the meaning defined in section 1159 of the Companies Act 2006. A company shall be treated, for the purposes only of the membership requirement contained in sections 1159(1)(b) and (c), of the Companies Act 2006 as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee) by way of security or in connection with the taking of security, or (b) its nominee.

"**Supplier**" any business or organisation that accepts a Card for payment of goods or services.

"**Transaction**" any use of a Card to purchase goods or services and/or where permitted, for cash withdrawals.

In this Framework Agreement (unless the context requires otherwise):

the words "including", "include", "for example", "in particular" and words of similar effect shall be construed so that they do not limit the general effect of the words which precede them, and so that any examples that are given are not to be exclusive or limiting examples of the matters in question; and references to a number, clause, schedule, paragraph or appendix are references to the clause, schedule, paragraph so numbered of, or to, this Framework Agreement.

## 2. PROGRAMME

- 2.1 AirPlus agrees to provide or ensure the provision of the Programme to the Subscriber, and to any Cardholder, in all cases subject to the terms and conditions of this Agreement.
- 2.2 AirPlus shall provide the Programme (and this Agreement shall come into force) with effect from the Commencement Date for an initial term of 3 years ("**Initial Term**") and continuing thereafter unless terminated earlier pursuant to Clause 21 (Termination).
- 2.3 The Subscriber acknowledges and agrees that AirPlus may use a credit information agency to carry out credit checks on the Subscriber prior to and during the term of this Agreement. The Subscriber also consents to AirPlus sharing information with third parties such as but not limited to credit insurance companies for risk assessment purposes.

### 3. SCOPE OF PROGRAMME

#### ISSUE OF CARDS

- 3.1 Following a request from the Subscriber, AirPlus may in its absolute discretion issue Cards to Cardholders and operate and maintain a Cardholder Account on and subject to the terms and conditions of this Agreement and the Conditions of Use.
- 3.2 Each Card is and shall remain the property of AirPlus and all rights associated with each Card shall be non-assignable and non-transferable by the Subscriber or the relevant Cardholder.
- 3.3 Each request for the issue of a Card must be accompanied by an application form (in the format, and containing the information, required by AirPlus at the relevant time) signed by the prospective Cardholder and approved by the Subscriber. The Subscriber agrees to be responsible for verifying the identity of all prospective and actual Cardholders in accordance with Schedule 3. The Subscriber acknowledges and agrees that AirPlus does not conduct credit checks on potential Cardholders and that AirPlus does not share information about Cardholders with credit reference agencies.
- 3.4 AirPlus may revise or amend Schedule 3 at any time on giving not less than 30 days' prior notice to Subscriber either pursuant to Clause 27 or via email.
- 3.5 AirPlus shall not be liable for any refusal by it to issue a Card to a proposed Cardholder, nor for the refusal of any bank or Supplier to accept any Card, nor will it be responsible in any way for the goods, services or information supplied to the Subscriber or the Cardholder by a Supplier.

#### 4. CONDITIONS OF USE

- 4.1 The Conditions of Use shall govern use of any Card and the Subscriber understands and will ensure that all Cardholders comply with the Conditions of Use. The Subscriber will ensure that any Cardholder (and prospective Cardholder) is provided with a copy of the Conditions of Use (including, in their then current form, when a prospective Cardholder makes an application for a Card). The Subscriber acknowledges and agrees that the Conditions of Use include rights for the relevant Card and/or Cardholder Account to be cancelled, suspended, and/or terminated.
- 4.2 AirPlus may revise or amend the Conditions of Use or any individual term at any time on giving not less than 30 days' prior notice to the Subscriber either pursuant to Clause 32, or via email. The Subscriber shall make the Conditions of Use in force from time to time available to any actual or prospective Cardholders under this Agreement. The Subscriber acknowledges and agrees that AirPlus may also make changes to the Conditions of Use in relation to an individual Cardholder, in accordance with their terms.
- 4.3 In accordance with regulation 71 of the Payment Services Regulations 2017 AirPlus may stop the use of any Card or the Programme on reasonable grounds relating to: (a) the security of the Card or Programme; (b) the suspected unauthorised or fraudulent use of the Card or the Programme; or (c) a significantly increased risk that the

Subscriber and/or the Cardholder may be unable to fulfil their liability to pay under an applicable credit line. AirPlus will inform the Subscriber or Cardholder if AirPlus intends to stop the use of a Card before stopping the Card and give reasons for doing so, unless provision of this information would compromise reasonable security measures or would be otherwise unlawful.

#### 5. USE OF CARDS

- 5.1 The Subscriber acknowledges, warrants, agrees and undertakes that all Cards shall only be used for Business Purposes.
- 5.2 The Subscriber shall implement (and ensure the implementation of) appropriate policies, controls, training and procedures to ensure compliance with, and that Cards and Cardholder Accounts are used only for Business Purposes and in accordance with, Clause 5.1 and the Conditions of Use ("**Compliance Procedures**") by all participating Cardholders and shall promptly notify AirPlus of such Compliance Procedures (and any changes) and provide copies of any relevant documentation upon request.
- 5.3 AirPlus shall debit the Cardholder Account with all Charges and Programme Fees incurred by the Subscriber or by the use of the Card as agreed and stated in this Agreement and will credit the Cardholder Account with all payments made to AirPlus by or on behalf of the Subscriber and/or Cardholder.
- 5.4 If a Charge and/or Programme Fee is incurred in a currency other than the Billing Currency, the Charge and/or Programme Fee will be converted into the Billing Currency using the AirPlus standard currency conversion rate by reference to a rate of exchange determined for AirPlus by the Card Scheme and applicable at the date the Charge is incurred and such rate shall include a currency conversion (foreign exchange) fee as specified in Schedule 1.

#### 6. CASH WITHDRAWALS

The Subscriber may request that Cardholders be permitted to withdraw cash on their Cards and AirPlus may grant such a cash withdrawal facility but only in accordance with any conditions of use notified to the Subscriber by AirPlus when the facility is made available, as may be varied from time to time by AirPlus during the period of the facility. If AirPlus agrees to allow cash withdrawals on a particular Card, the Subscriber will notify the relevant Cardholder and ensure they are aware of any such additional terms of use of the facility. Cash withdrawals is only an option for Corporate Pay Cards.

#### 7. PROGRAMME LIMITS

AirPlus may increase or decrease the Programme Limit in its absolute discretion at any time. Notification of any such increase or decrease shall be given via the Portal or email or letter or in any other manner that the Programme Administrator gets notice.

## 8. ONLINE STATEMENT SERVICES

- 8.1 Account Statements will be made available via the Portal subject to the Portal conditions of use which are set out on the "Terms and Conditions" of the Portal. Where agreed in Part **Fehler! Verweisquelle konnte nicht gefunden werden.** above, AirPlus shall also provide Account Statements by post.
- 8.2 The Subscriber shall ensure that only Programme Administrators and Cardholders are permitted access to the Portal.

## 9. OBLIGATIONS OF THE SUBSCRIBER

- 9.1 The Subscriber shall:
- pay to AirPlus the Programme Fees via the Diversion Account and, where required under this Agreement, such Charges and other amounts incurred by Cardholders;
  - ensure that all Cards and the relevant Cardholder Account is used strictly (and that the Subscriber and each Cardholder otherwise acts) in accordance with the terms of this Agreement and all Applicable Laws including, if applicable, section 204 of the Companies Act 2006;
  - ensure that the Portal is used at all times by the Subscriber and/or its Cardholders and Portal Administrators in accordance with the terms of use available at the Portal from time to time;
  - appoint one or more suitable Programme Administrators to oversee the implementation of the Programme by the Subscriber and to liaise with AirPlus in accordance with Clause 0;
  - ensure compliance by the Programme Administrators with the Subscriber's obligations under this Agreement including but not limited to those listed under Clause 0;
  - notify AirPlus immediately of the cessation or termination of employment of any Cardholder (for whatever reason) and terminate the authority of such Cardholder to use a Card in accordance with Clause 15 (Account Termination);
  - notify AirPlus immediately on the termination of employment of any Programme Administrator;
  - communicate regularly with Cardholders on the categories of Transactions they may carry out when using the Card and notify them of any relevant Cardholder Limit and any increases or decreases;
  - provide AirPlus on request and without charge copies of its financial statements and audited accounts;
  - comply with the Cardholder identification procedures contained in Schedule 3 as may be amended from time to time;
  - provide evidence to AirPlus when requested within 30 days demonstrating that the Cardholder identification procedure in Schedule 3 is being adhered to; and
  - have in place adequate policies and procedures to ensure that Cards are used only for Business Purposes.

- 9.2 The Subscriber shall designate in writing those persons permitted to act as Programme Administrator. As at the Commencement Date, details are set out in Part **Fehler! Verweisquelle konnte nicht gefunden werden.** of the Agreement. The Subscriber shall grant full authority to each Programme Administrator to act on its behalf with respect to all matters associated with the Programme and AirPlus shall be entitled to assume that such person has sufficient actual authority for all such matters pending receipt of a notice under Clause 9.3.

The Subscriber shall ensure that each Programme Administrator shall:  
assist AirPlus in the administration and management of the Programme;

- be familiar with those aspects of the Programme which relate to the Subscriber and related Cardholders (including the terms of this Agreement, the Conditions of Use, all Compliance Procedures, anti- money laundering laws and all relevant Cardholder Account opening and settlement procedures);
- and undertake such duties on behalf of the Subscriber as are required to implement the Programme.

- 9.3 The Subscriber may by reasonable notice to AirPlus (being not less than 14 days) change the identity of a Programme Administrator. Such change shall take effect from the date specified in the notice.

- 9.4 No act or omission of the Programme Administrator will in any way release or modify any liability, responsibility, obligation or duty of the Subscriber under this Agreement.

## 10. LICENCE

The Subscriber hereby grants to AirPlus (either as principal, or as agent on behalf of any other Member of its Group that is the relevant proprietor) a non-exclusive, royalty free, worldwide licence to use the Subscriber's trademarks, trade names, brands, and/or logos (and any relevant Intellectual Property) during the term of this Agreement and thereafter for all purposes reasonably necessary for the Programme and for any marketing by AirPlus to potential clients interested in the Programme (or its equivalent).

## 11. FEES AND CHARGES

- 11.1 Details of the Programme Fees chargeable for various items (and applicable at the Commencement Date), together with associated details are contained in Schedule 1.

- 11.2 All fees and charges payable hereunder are exclusive of value added tax which (if payable) shall be paid in addition by the person liable under these terms to pay the relevant fees and charges at the rate and in the amounts specified at law and against receipt of a valid VAT invoice in respect thereof.

- 11.3 Unless the Subscriber notifies AirPlus of any dispute with any amount on an Account Statement within 28 days of the Account Statement the Subscriber will be deemed to have

accepted all Charges and applicable Programme Fees included on that Account Statement.

11.4 Subject to the provisions of Schedule 2, AirPlus may at any time add new or vary the existing rates of any of the Programme Fees payable by the Subscriber or the Cardholder pursuant to Part **Fehler! Verweisquelle konnte nicht gefunden werden.** and/or Schedule 1 on giving not less than 30 days' prior notice via email or letter.

11.5 The Subscriber shall be liable for, and indemnify AirPlus on demand, in respect of all reasonable expenses (including legal expenses) incurred by AirPlus as a result of the Subscriber breaching this Agreement or a breach of the Conditions of Use by a Cardholder.

11.6 Charges and/or Programme Fees levied in currencies other than the Billing Currency shall be converted to the Billing Currency by AirPlus using a conversion rate based on the conversion rates of one or more major German banks or on the conversion rates of MasterCard Worldwide and/or VISA International on the banking day before the date of the relevant transaction. The conversion rate defined by AirPlus on every banking day can be viewed on the Portal.

11.7 If requested by a Cardholder the Subscriber shall provide that Cardholder with details of the fees and charges applicable to the relevant Card from time to time.

## 12. SETTLEMENT OF SUMS DUE UNDER CARDS

12.1 AirPlus shall generate and issue an Account Statement for each Billing Cycle on the "Statement date" being the day of the relevant month specified in **Fehler! Verweisquelle konnte nicht gefunden werden.** (or the next Business Day if such date does not itself fall on a Business Day) in respect of each Card where there has been at least one Transaction or any Programme Fees or Charges incurred since the date of the last preceding Account Statement.

12.2 The issue of an Account Statement by AirPlus constitutes proper demand for payment. The Subscriber shall settle each Account Statement in respect of a Corporate Pay Card in full by direct debit or bank transfer, allowing sufficient time for such funds to clear, on or before the relevant Payment Date. The Subscriber shall be responsible for ensuring that Account Statements for Individual Pay Cards are settled in full on or before each relevant Payment Date. The Subscriber shall also be held responsible for and shall be required to settle any outstanding balances on an Individual Pay Card in accordance with Clause 13.

12.3 AirPlus shall from time to time issue an invoice to the Subscriber and the Subscriber agrees to pay for those amounts due in respect of Programme Fees, Charges and all other amounts that have been debited to the Diversion Account in accordance with the terms of this Agreement.

## 13. LIABILITY FOR CARD USE

13.1 The Subscriber hereby agrees to indemnify (and keep indemnified) AirPlus on demand and in full from and against any and all loss, liability, cost, claims and/or other expenses which AirPlus may

suffer or incur and which may arise (directly or indirectly) as a result of or in connection with the failure of the Subscriber or any Cardholder to promptly pay any or all Programme Fees, Charges and/or other amounts (including in respect of any Transaction) payable in respect of each Cardholder Account as required under Clauses 11 and 12 (as the case may be) (including each loss, liability and/or cost incurred as a result of defending or settling a claim alleging such a liability).

13.2 AirPlus requires the Subscriber to pay for any amounts whatsoever which remain due and payable in relation to all Account Statements which have not been settled, where required, by the relevant Cardholders:

13.3 in the case of Private Liability Cards within a period of 90 days after the relevant Payment Date;

13.4 in the case of Joint and Several Liability Cards within a period of 60 days after the relevant Payment Date.

13.5 The Subscriber shall pay all amounts due and payable under Clause 13.2 directly to AirPlus within 14 Business Days of the amount becoming payable by the Subscriber in accordance with clause 8.2.1 and/or 8.2.2 as applicable, by automatic transfer for same day value to the account of AirPlus or in such other manner that AirPlus shall from time to time specify in writing.

13.6 Without prejudice to any rights AirPlus may have against Cardholders, as between AirPlus and the Subscriber, the Subscriber's liability under Clauses 13.1 to 13.5 shall not be released, discharged or diminished by:

- any legal limitation, lack of capacity or authorisation or defect in the actions of the Subscriber or the Cardholders (as the case may be) in relation to any invalidity or enforceability of or any variation of any of the terms of this Agreement, any applicable Conditions of Use or any document ancillary hereto or thereto, or the bankruptcy, liquidation, insolvency, or dissolution of the Subscriber or the Cardholders (as the case maybe), or any Cardholder dying or becoming of unsound mind or any change in a Subscriber's identity, constitution, status or control;
- any forbearance, neglect or delay in seeking performance of the obligations of the Subscriber or the Cardholders (as the case maybe), any granting of time indulgence or other relief to the Subscriber or a Cardholder (as the case maybe) in relation to such performance or any composition with, discharge, waiver or release of the Subscriber or the Cardholders (as the case maybe); or
- any other act, omission, fact or circumstances which might otherwise release, discharge, or diminish such liability.

## 14. FRAUD AND CHARGEBACKS

14.1 In the event that a Transaction is posted to a Cardholder Account as a result of any circumstance under which the Supplier may be

held liable under or in respect of the relevant Card Scheme rules, the Subscriber shall, as soon as reasonably practicable, notify AirPlus in writing of such event. AirPlus shall attempt to charge the Transaction back to the Supplier in accordance with the relevant Card Scheme rules ("**Chargeback**"). Such attempted Chargeback by AirPlus shall not relieve the Subscriber of liability for the full amount of the Transaction unless the Chargeback to the Supplier is fulfilled, in which case the amount of the Chargeback will be credited to a subsequent Account Statement for the relevant Cardholder Account. For the avoidance of doubt, AirPlus may charge the Subscriber (and the Subscriber shall be liable to pay, including (without limitation) if the relevant Card is an Individual Pay Card the amount of any Chargeback which is attempted but not fulfilled within 7 days of the request together with any fees which AirPlus may incur in relation to a Chargeback.

14.2 AirPlus may suspend the use of a Card if it has reasonable grounds for suspecting fraudulent or potentially fraudulent activity on the Card. AirPlus will confirm to the Cardholder before taking this action, unless this would not in AirPlus' opinion, be in the best interests of security. If suspension is implemented before notification is given, AirPlus will notify the Cardholder of the reason for the suspension immediately afterwards so far as it is legally able.

14.3 If the Subscriber and/or the Cardholder act fraudulently and/or without reasonable care, the Subscriber will be responsible for all losses arising from the use of any relevant Card.

14.4 AirPlus shall arrange for the Subscriber a contract of insurance in such form and upon such terms as shall be determined by AirPlus from time to time, for the purpose of insuring against losses arising from the unauthorised use of Cards by Cardholders (the "**Corporate Liability Waiver**"). AirPlus will provide a copy of the current policy on request.

14.5 The Subscriber shall be liable to (and shall, on demand) reimburse AirPlus in full for any sums incurred in respect of unauthorised use of Cards (save to the extent provided for in the Corporate Liability Waiver to be paid directly to AirPlus), and including any sums exceeding the limit of the indemnity of the Corporate Liability Waiver which is available to cover the relevant losses as well as any such excess charge which shall be specified from time to time in the Corporate Liability Waiver. For the avoidance of doubt if and to the extent that a claim is not permitted or covered under the Corporate Liability Waiver for any reason, the Subscriber shall be liable for any sums incurred in respect of unauthorised use of the Cards. Should it become reasonably apparent to the Subscriber that a Cardholder has used a Card in an unauthorised manner, the Subscriber will immediately revoke its authority for that Cardholder to use the Card and shall take all reasonable steps to ensure the return of that Card (and shall notify AirPlus of the same).

## 15. ACCOUNT TERMINATION

15.1 AirPlus may, in its absolute discretion, immediately terminate any Card and Cardholder

Account on notice to the Subscriber, in the event of:

- The Subscriber breaching any provision of this Agreement;
- a Cardholder breach of any provision of the Conditions of Use;
- less than £1,000 of spend occurring on the Programme across all Cards for a period of one year;
- unauthorised use of a Card, Cardholder Account or fraud on any Cardholder Account.

15.2 Without prejudice to any of the foregoing, AirPlus may in its absolute discretion suspend any Cardholder Account and the relevant Card in relation to which any outstanding amount remains unpaid for 30 or more days from the relevant Payment Date and may terminate any Cardholder Account in relation to which any outstanding amount remains unpaid for 90 or more days from the Payment Date.

15.3 Termination of a Cardholder Account and/or Card in accordance with this Clause shall not affect a party's accrued rights and obligations at the date of termination.

15.4 On termination of a Cardholder Account and/or Card for whatever reason, the Subscriber will immediately settle all Charges, Programme Fees, outstanding balances and any other amount payable with respect to the Cardholder Account.

15.5 If, within 7 days of termination of the Cardholder Account for whatever reason, AirPlus has not been contacted by the Cardholder with relevant account details for the purpose of returning any Credit Balance on the Cardholder Account, AirPlus may remit to the Subscriber the remaining Credit Balance, less any other costs and expenses AirPlus may reasonably incur in doing so, using the contact information and bank details provided by the Subscriber.

15.6 If, during the period of 6 years following the date of termination of a Cardholder Account:

15.7 AirPlus, has been unable to return the Credit Balance to the Cardholder and, having taken reasonable steps, has been unable to return the Credit Balance to the Subscriber; and the Subscriber has not submitted a valid claim to redeem the Credit Balance; and AirPlus has notified the Subscriber and/or the relevant Cardholder, at the last known address, of its intention of no longer treating the Credit Balance as the Subscriber's and/or the Cardholders money and the Subscriber has not responded to AirPlus' notice within 28 days of the date of the notice, AirPlus shall have no further liability to the Subscriber or the Cardholder in respect of the Credit Balance.

## 16. REPRESENTATIONS AND WARRANTIES

16.1 The Subscriber represents and warrants that: it has full power and authority to enter into this Agreement; and the execution of this Agreement and the performance of its obligations under this Agreement: do not and shall not constitute a

breach of any agreement which it has with any party; are within its corporate powers; and, have been authorised by all necessary corporate action of the Subscriber.

16.2 AirPlus represents and warrants that: it has full power and authority to enter into this Agreement; and the execution of this Agreement and the performance of its obligations under this Agreement are within its corporate powers and have been authorised by all necessary corporate action of AirPlus.

## 17. LIMITATIONS

17.1 Except as set out in this Agreement, all conditions, warranties and representations expressed or implied by statute, common law or otherwise, in relation to the Cards, Cardholder Accounts, and the Programme are excluded to the fullest extent permitted by law.

17.2 Subject to Clause 17.4, AirPlus shall not be liable to the Subscriber whether in tort (including negligence and/or breach of statutory duty), for breach of contract, misrepresentation under an indemnity, or otherwise, for: loss or damage incurred as a result of third party claims; loss of profit, goodwill, business opportunity or anticipated savings; or any indirect or consequential loss or damage, suffered by the Subscriber or any member of the Subscriber Group.

17.3 Subject to Clause 17.4, the entire aggregate liability of AirPlus under or in connection with this Agreement, whether in tort (including negligence or breach of statutory duty), for breach of contract, misrepresentation under an indemnity or otherwise is limited to and shall not exceed the total amount of commission earned by AirPlus in respect of all payments actually made by the Subscriber under this Agreement, plus the total amount of Programme Fees paid by the Subscriber

17.4 Nothing in this Agreement shall operate to exclude or restrict AirPlus' or the Subscriber's liability for: death or personal injury resulting from its negligence; fraud or fraudulent misrepresentation of AirPlus or the Subscriber; or any matter for which it would be illegal for them to exclude or attempt to exclude or limit liability.

17.5 Subject to Clause 17.4, AirPlus shall not have any liability to the Subscriber whether in contract, tort (including negligence and breach of salutatory duty), under statute restitution, misrepresentation, any indemnity or otherwise (in each case whether caused by negligence or otherwise) arising out of any breach or termination of this Agreement, or breach of any obligation arising out of or in connection with this Agreement or the performance of this Agreement, unless a claim is issued and served within 1 year after the date of termination or expiry of this Agreement, and in the case of post-termination obligations within one year of the date of such breach occurring.

## 18. INDEMNITY

18.1 Each of the parties shall indemnify and hold harmless (on an after-tax basis) (without

prejudice to clause 17) the other party from and against all losses, costs and/or liabilities suffered or incurred by that other party directly or indirectly as a result of:

- any breach of any representation or warranty contained in this Agreement by the first party, including losses resulting from misuse of Confidential Information;
- any failure by the first party to perform any of its obligations under this Agreement (including, for the avoidance of doubt, any procurement obligation); or
- any fraud or wilful misconduct by the first party (including in the case of the Subscriber and any Cardholders).

18.2 In addition, the Subscriber shall indemnify and hold harmless (on an after tax basis) AirPlus and any Member of its Group from and against any and all losses, costs and/or liabilities which it (or they) may suffer or incur and which arise directly or indirectly out of or in connection with:

- any misrepresentation, breach of contract, product liability or other claim arising in respect of any goods or services purchased using a Card; and/or
- any failure of the Subscriber to have all material licences, permits, consents or approvals from or by, or to make all necessary filings with and give all necessary notices to, all governmental authorities having jurisdiction, to the extent required for the ownership or operation of their properties, the conduct of their business, the creation or operation of Cardholder Accounts, this Agreement or anything contemplated hereby.

## 19. DATA PROTECTION

19.1 The terms "**Data Controller**", "**Personal Data**" and "**Process/Processing**" shall have the same meaning as described in the Data Protection Laws.

19.2 Each of the parties acknowledge and agree that each will act as a separate and independent Data Controller in relation the Personal Data which they Process in accordance with this Agreement.

19.3 Each of the parties shall comply at all times with Data Protection Laws and any regulations made under them and all other applicable laws in relation to data protection.

19.4 To the extent AirPlus collects and processes personal data on its own behalf, such collection and processing will be limited to the extent required and will be subject to this Agreement and AirPlus' privacy statement, a copy of which can be found at [www.airplus.com/contractual\\_information](http://www.airplus.com/contractual_information) and may be updated from time to time. The Subscriber pledges to make AirPlus' privacy statement known to the Subscriber's Cardholders without undue delay.

19.5 The Subscriber shall not, by any act or omission, place AirPlus in breach of the Data Protection Laws.

## 20. CONFIDENTIALITY

Each party undertakes that it shall not at any time disclose to any person any Confidential Information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the other party's Group, except as permitted by this Agreement.

### 20.1 Each party may disclose the other party's Confidential Information:

to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations or exercising its rights under this Agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's Confidential Information comply with this Clause 20; and as may be required by law, court order or any governmental or regulatory authority.

### 20.2 No party shall use any other party's Confidential Information for any purpose other than to perform its obligations or exercise its rights under this Agreement.

### 20.3 Notwithstanding the foregoing, AirPlus may use Confidential Information of the Subscriber for the purposes of an analysis or benchmarking of the Programme to be presented to third parties so long as such Confidential Information is anonymised.

## 21. TERMINATION

### 21.1 Either the Subscriber or AirPlus may terminate this Agreement by giving the other party three months' prior written notice, to expire on the date of expiry of the Initial Term or thereafter on any anniversary of the Commencement Date.

### 21.2 AirPlus may terminate this Agreement at any time with immediate effect on notice to the Subscriber if:

- any other framework agreement that exists between the parties or members of their Group respectively is terminated;
- the Subscriber commits a material breach of any term of this Agreement and (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;
- an event of Insolvency occurs in respect of the Subscriber; or
- any other event or series of events whether related or not (including any material adverse change in the Subscriber's business, assets or financial condition) occurs which in the reasonable opinion of AirPlus, may affect the ability or willingness of the Subscriber to comply with all or any of its obligations or meet any of its liabilities under this Agreement.

### 21.1 The Subscriber may terminate this Agreement at any time with immediate effect on notice to AirPlus if:

- AirPlus commits a material breach of any term of this Agreement and (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so; an event of Insolvency occurs in respect of AirPlus; or
- any other event or series of events whether related or not (including any material adverse change in AirPlus' business, assets or financial condition) occurs which in the reasonable opinion of the Subscriber, may affect the ability or willingness of AirPlus to comply with all or any of its obligations or meet any of its liabilities under this Agreement.

### 21.2 The expression of "an event of Insolvency" means the inability of a party to pay its debts, entry into liquidation either compulsory or voluntary (except for the purposes of solvent amalgamation or reconstruction), the passing of a resolution for a creditors winding up, the making of a proposal to a party and its creditors for a composition or satisfaction of its debts or a scheme of arrangement of its affairs, the application to the Court for an administration order or giving notice of intention to appoint an administrator and the appointment of a receiver or administrative receiver.

### 21.3 The Subscriber may terminate this Agreement by sending a 30 days' prior written notice to AirPlus after having been informed by AirPlus of an increase in the price for the Programme under Clause 11.4.

## 22. CONSEQUENCES OF TERMINATION

### 22.1 Save as otherwise expressly provided in this Agreement, the expiry or termination of this Agreement shall:

be without prejudice to any accrued rights and obligations of the parties under this Agreement as at the date of such termination both for antecedent breaches and otherwise; and not affect the continuing rights and obligations of the parties under Clauses 10, 13, 18, 20, 22, 23 and 27 or under any other Clause, Part or Schedule which is expressed to survive termination or which is required to give effect to such termination or the consequences of such termination (or which is by implication intended to survive).

### 22.2 On termination or expiry of this Agreement for any reason, the Subscriber shall be responsible for informing all relevant Cardholders.

## 23. DISPUTE RESOLUTION

### 23.1 If any dispute arises in connection with this Agreement, the parties will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator will be nominated by CEDR.



23.2 The commencement of a mediation will not prevent the parties commencing or continuing court proceedings.

#### **24. ASSIGNMENT AND SUB-CONTRACTING**

24.1 Subject to Clause 24.2 neither party may assign transfer or purport to assign or transfer this Agreement or any rights or obligations hereunder without the prior written consent of the other party.

24.2 AirPlus may, without giving prior notification to the Subscriber assign or transfer any of its rights and obligations hereunder to any member of the AirPlus Group and may assign, securitize, participate or otherwise finance and sell, transfer, assign, charge, settle otherwise dispose of all or any part of the Cardholder Accounts and all receivables outstanding or accruing under this Agreement and any right to collect the said accounts or receivables to any member of the AirPlus Group.

24.3 AirPlus may at its discretion retain third parties to provide such items and/or services in connection with the Programme and/or this Agreement as AirPlus deems appropriate. AirPlus contracts third party suppliers to carry out its obligations to provide a corporate card programme to the Subscriber. Examples of sub-contractors include but are not limited to: card manufacturers, card schemes, print providers, IT suppliers, couriers and mailing services. AirPlus may change these providers from time to time at its sole discretion and without consent of the Subscriber.

#### **25. ENTIRE AGREEMENT**

This Agreement contains the entire agreement and understanding of the parties, and supersedes all prior agreements, understandings or arrangements (both oral and written), relating to the subject matter of this Agreement. Each party acknowledges that it has not relied on any statement, promise, representation, warranty, or understanding made or given by or on behalf of the other party which is not set out in this Agreement. Nothing in this Agreement shall however exclude or limit either party's liability for fraud or fraudulent misrepresentation.

#### **26. CHANGES AND AMENDMENTS**

26.1 AirPlus may amend the Agreement at any time in its discretion. Reasons for making an amendment may include:

- compliance with legal, fiscal, interchange, financial market, Payment Scheme or regulatory changes;
- to rectify errors, omissions, inaccuracies or ambiguities;
- to take account of any reorganisation within AirPlus;
- to reflect alterations in the scope and nature of the service AirPlus;
- is able to provide the Subscriber and any changes in market practice and overall customer demand.

26.2 If AirPlus makes any changes or a number of minor changes, it is likely that it will issue a new set of Terms and Conditions which will be available via email or letter. A paper copy of the Terms and Conditions will only be available on request.

26.3 AirPlus shall notify the Subscriber electronically of any changes or amendments. The Subscriber shall have a period of 30 days from the date of notification of the changes to raise any objections and this should be done electronically by sending an email to [london@airplus.com](mailto:london@airplus.com).

26.4 If the Subscriber does not raise any objections within the 30-day period, it shall be deemed to have accepted the changes. If the Subscriber does raise objections and those objections cannot be resolved within 90 days of the date of the objection being raised, then either party may in its discretion then give 30 days' notice of termination. If no notice of termination is served within 151 days of the date of the objection being raised and no agreement has been reached, then the Subscriber is deemed to accept the changes and no longer has a right to terminate the Contract pursuant to this clause.

#### **27. FURTHER ASSURANCE**

At its own expense each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute such documents and perform such acts as may be required for the purpose of giving full effect to this Agreement.

#### **28. SEVERABILITY**

The invalidity, illegality or unenforceability in whole or in part of any of the terms or provisions of this Agreement shall not affect the validity of any other term or provision or the remainder of any affected term or provision.

#### **29. NO WAIVER**

No relaxation, forbearance, delay or indulgence by either party in enforcing any term or condition of this Agreement, nor the granting of time by either party to the other, shall prejudice, affect or restrict the rights and powers of that party, nor shall any waiver by either party of any breach of this Agreement operate as a waiver of, or in relation to, any subsequent or continuing breach of it.

#### **30. GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by and construed in accordance with the laws of England and Wales, and the parties hereby submit to the non-exclusive jurisdiction of the Courts of England as regards any claim or matter arising in relation to this Agreement (including non-contractual disputes).

#### **31. THIRD PARTY RIGHTS**

Notwithstanding the Contracts (Rights of Third Parties) Act 1999, nothing in this Agreement confers or purports to confer on any third party except for a Member of the AirPlus Group any

benefit or any right to enforce any term of this Agreement.

### **32. NOTICE**

32.1 Subject to Clause 32.2 and 0 any notice to be given under this Agreement shall be in writing and signed by a person duly authorised to give the same on behalf of the party giving the notice and shall be delivered by hand or sent by pre-paid first class recorded delivery post or email to the party to be served at that party's registered office or email address provided for that purpose from time to time marked for the attention of the Programme Administrator in the case of the Subscriber.

32.2 Any such notice shall be deemed to have been served:  
 if delivered by hand, at the time of delivery;  
 if posted at the expiration of 48 hours after the envelope containing the same shall have been put in the post;  
 if sent by email at 9.00 am on the next Business Day after transmission.

Electronic notices may be served for the purposes of Clauses 3.3, 4.1,3.13, 7, 11.4, 14.2 and 15.1.

The telephone contact number of AirPlus is +44 (0) 20 8994 4725. These details may be changed by AirPlus at any time by giving notice to the Subscriber.

### **33. FORCE MAJEURE**

33.1 Subject to compliance with Clauses 33.2 and 33.3, AirPlus shall not be liable to the Subscriber or the Cardholder for any delay or non-performance of its obligations under this Agreement for as long as and to the extent that this is due to a Force Majeure Event.

33.2 Where AirPlus is delayed or prevented from performing its obligations under this Agreement by a Force Majeure Event it shall notify the Subscriber as soon as reasonably possible with details of the Force Majeure Event, its effect on the relevant obligations and its estimated duration. AirPlus shall use reasonable efforts to resume normal performance of its obligations under this Agreement

33.3 Subject to Clause 33.4, as soon as reasonably possible following the end of the Force Majeure

Event AirPlus shall notify the Subscriber and this Agreement shall continue to be performed on the terms existing immediately before the occurrence of the Force Majeure Event, unless agreed otherwise by the parties.

33.4 If any Force Majeure Event prevents AirPlus from fulfilling its obligations under this Agreement for a continuous period of more than 7 days the Subscriber may terminate this Agreement in accordance with Clause -.

### **34. CUMULATIVE REMEDIES**

The rights and remedies under this Agreement are cumulative and in addition to and, except where otherwise expressly provided in this Agreement, do not exclude, any rights and remedies provided by law (including equitable remedies) or otherwise.

### **35. STATUS OF PARTIES**

Nothing in this Agreement is intended or shall be construed as creating a partnership, joint venture, the relationship of principal and agent, or any other legal relationship between the parties that would impose liability upon one party for the act or failure to act of the other. Except where expressly stated in this Agreement neither party has authority or power to make representations or bind the other in any way.

### **36. COUNTERPARTS CLAUSE**

This Agreement may be executed in any number counterparts, and by the parties as separate counterparts but will not be effective until each party has executed at least one counterpart.

Each counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute one and the same agreement.

### SCHEDULE 1 PRICING & SERVICE FEES

<b>Annual Card fee</b>	Corporate Pay Corporate Card - GBP 70 / Card / Year Corporate Pay Supreme Card - GBP 100 / Card / Year Individual Pay Corporate Card - POA
<b>Foreign Exchange Fees*</b>	2.75 % of Transaction amount
<b>Fee per Transaction</b>	GBP 0
<b>Dormant Card Fee</b>	Corporate Card - GBP 70 / Card / Year Supreme Card - GBP 100 / Card / Year
<b>Reminder charges*</b>	GBP 5 per letter
<b>Late payment charge*</b>	2 % (per month) of the outstanding amount
<b>Replacement Card</b>	GBP 10 per Card
<b>Emergency Card</b>	GBP 100 per Card within maximum of two Business Days
<b>Statement copy</b>	GBP 5 for paper
<b>Copy of transaction Receipt</b>	GBP 5 per receipt
<b>Return of direct debit *</b>	GBP 20
<b>Paper Statement</b>	GBP 10 per card/year
<b>Online Statement</b>	No fee
<b>Card Shipment by courier</b>	GBP 100
<b>Cash withdrawal</b>	3 % of withdrawn amount (Minimum GBP 3)
<b>Cardholder Liability Waiver Insurance</b>	No fee
<b>Paper Cardholder Applications</b>	GBP 1,000 set up fee
<b>Online Cardholder Applications</b>	No Fee
<b>Card Design (on request for Subscribers only with Turnover in excess of £500k)</b>	
<b>Black / White Logo</b>	GBP 550 Set-up fee
<b>Thermoprint</b>	GBP 550 Set-up fee
<b>Coloured Logo</b>	GBP 550 Set-up fee GBP 5 per card
<b>ERP Data Feed</b>	
<b>Data Set-up fee</b>	GBP 1,500
<b>Annual fee</b>	GBP 500

**Note: Amounts shown as payable on an Account Statement are due and payable by the Payment Date specified by AirPlus on the Account Statement.**

\*For Individual Pay Card Programmes these fees will be applied to the Individual Pay Card, all other fees for will be applied to the Diversion Account.

## SCHEDULE 2 AIRPLUS CORPORATE CARD CONDITIONS OF USE

COPIES OF THESE CONDITIONS OF USE ARE AVAILABLE IN LARGE PRINT, AUDIO AND BRAILLE FORMAT ON REQUEST.

### IMPORTANT- USE OF PERSONAL INFORMATION

The Cardholder acknowledges that AirPlus collects and may use your personal information in accordance with our Privacy Policy which can be found at [www.airplus.com/contractual\\_information](http://www.airplus.com/contractual_information) and may be updated from time to time.

### INTRODUCTION

The headings in these Conditions of Use are inserted for convenience only and do not affect the legal construction or interpretation of these Conditions of Use.

## 1 DEFINITIONS

**“Account Statement”** a statement of the Cardholder Account setting out a record of the Transactions, Transaction Spend and Charges and any payment made or cash advance obtained by use of a Card (or the number of the Card) which is debited to the Cardholder Account.

**“Agreement”** the agreement between AirPlus and Your Employer which comprises the Application Form, these Conditions of Use, the Framework Agreement and any other documents relating to the operation of the Cards (and any amendments to any of them) from time to time.

**“AirPlus”** (“we”, “us” or “our”) AirPlus International Limited (registered in England with company number 04449144).

**“AirPlus Group”** AirPlus and any of its subsidiaries or holding companies or any subsidiary of any such holding company, or any other company which is associated or affiliated with it.

**“Application Form”** the application form for a Card to be completed by the individual who will use the Card.

**“Billing Currency”** pounds sterling unless and until such other currency as may be agreed between AirPlus and Your Employer is also introduced.

**“Business Purposes”** the purchase of, or payment for, goods and/or services required by a Cardholder in the course of their employment with, and solely for the legitimate business purposes of, the Subscriber.

**“Card”** the corporate charge card issued by AirPlus in accordance with the Subscriber’s instruction and approval to the Cardholder for use with the Cardholder Account.

**“Cardholder”** (“you” or “your”) the person identified on the Card who has been authorised by Your Employer to apply to AirPlus for a Card.

**“Cardholder Account”** an account opened by AirPlus on the request of Your Employer in the name of the Cardholder subject to these Conditions of Use and in accordance with the Agreement.

**“Cardholder Spending Limit”** the maximum spending limit determined by Your Employer and as agreed with us for a Cardholder on the Cardholder Account from time to time.

**“Charges”** the charges and fees applicable to the purchase of goods and/or services and/or any cash withdrawal (where permitted) charged to the Cardholder Account as a result of use of the Card or Card number, and all fees incurred or payable by Your Employer or you from time to time which are charged to the Cardholder Account in accordance with the Agreement and/or these Conditions of Use.

**“Conditions of Use”** these terms and conditions and any amendments to them as notified by AirPlus to Your Employer and to you from time to time.

**“Corporate Pay Card”** a Card in respect of which Your Employer has liability to pay for amounts charged to the Cardholder Account.

**“Credit Balance”** any positive credit balance remaining, after settlement of all applicable Charges, in the Cardholder Account.

**“Employer Group”** Your Employer and any subsidiary or holding company of Your Employer, any subsidiary of such holding company or any other company which is associated or affiliated with it.

**“Framework Agreement”** the framework agreement between AirPlus and Your Employer relating to the provision of charge card services by AirPlus to Your Employer.

**“Individual Pay Card”** a Joint and Several Liability Card or Private Liability Card in respect of which the Cardholder has liability to pay for amounts charged to the Cardholder Account.

**“Joint and Several Liability Card”** a Card in respect of which the Cardholder has joint and several liabilities with Your Employer to pay for amounts charged to the Cardholder Account.

**“Payment Date”** the payment date for settlement of any balance on the Cardholder Account specified in the Account Statement.

**“PIN”** personal identification number that is issued for use with a Card.

**“Private Liability Card”** a Card in respect of which the Cardholder has liability to pay for amounts charged to the Cardholder Account.

**“Portal”** the AirPlus Business Travel Internet Portal (at [http://www.airplus.com/login/UK\\_or\\_such\\_other\\_location\\_as\\_may\\_be\\_determined\\_by\\_AirPlus](http://www.airplus.com/login/UK_or_such_other_location_as_may_be_determined_by_AirPlus)) that will be provided by AirPlus to Your Employer as part of the Agreement via which the Cardholder may access information about the Cardholder Account.

**“Programme Administrator”** the representatives nominated by Your Employer from time to time, who will carry out the functions set out or referred to in the Agreement.

**“Subscriber”** Your Employer, the party with whom AirPlus has contracted to provide you with the Card and Cardholder Account in accordance with the terms of the Agreement.

**“Supplier”** any business or organisation that accepts the Card for payment for goods or services.

**“Transaction”** use of the Card to purchase goods or services whether in person, by mail order, over the telephone, over the Internet or such other means as are permitted from time to time and, where permitted, cash withdrawals.

**“Transaction Spend”** is the monetary value of a Transaction made using the Card, excluding any fees and charges payable by Your Employer in accordance with the terms of the Agreement.

**“Your Employer”** the corporate or unincorporated body by whom you are employed, or who you are contracted to and who, pursuant to the Agreement, requests AirPlus to issue a Card to you.

In these Conditions of Use, reference to a **“holding company”**, **“subsidiary”** and **“Group”** shall have the same meaning as given in the Framework Agreement.

## 2 ACCEPTANCE OF TERMS AND CONDITIONS

Before applying for a Card or signing the Card you must read all these Conditions of Use and undertake to comply with them and any additional Conditions of Use notified to you.

Your signature of the Application Form and/or the Card confirms that you agree to comply with these Conditions of Use and with any additional Conditions of Use. If at any time you do not wish to be bound by these Conditions of Use, you should cut the Card through the smart card chip and the magnetic strip and return it to us immediately.

### 3 CARD USE

- 3.1 When you receive the Card you must: sign it immediately;
- keep it in a safe place;
  - not allow anyone else to use it;
  - not disclose the PIN to anyone (and destroy any written notification of it);
  - keep the PIN secure at all times;
  - never write the PIN on the Card or on anything in close proximity to the Card; and
  - not use the PIN or the Card for any illegal purpose or after the date of termination or withdrawal of the Card.
- 3.2 Your Employer and AirPlus may agree to allow Cards to be issued in respect of certain Cardholders on the basis of documentation identifying the Cardholders as employees of Your Employer where no signed application has been obtained. Where this has been agreed between Your Employer and AirPlus, activation of the Card shall be deemed to be acceptance by you of these Conditions of Use.
- 3.3 You may only use the Card strictly for such Business Purposes as are authorised by Your Employer and in accordance with Your Employers policies and compliance procedures relating to the use of the Card and as agreed with AirPlus during the validity period shown on the Card or until AirPlus terminates, withdraws or cancels the Card. You acknowledge and agree that the Card is provided solely for use by the named Cardholder. Usage by anyone other than the named Cardholder including other employees of Your Employer is not permitted.
- 3.4 The Card remains the property of AirPlus at all times and we can withdraw or recall or replace it, or suspend your use of the Card or change the number of the Card or the Cardholder Account at any time in each case without prior notice to you. We will ordinarily give you notice of suspension beforehand but if we suspend the use of the card without notice we will inform you immediately afterwards.

You may have a Cardholder Spending Limit which will be notified to you by Your Employer.

- 3.5 You must notify us promptly of: any prospective change in your mobile phone number or the address including any email address you used when applying for the Card together with confirmation of the date on which the change becomes effective; and any change in your name howsoever arising.

### 4 THE CARDHOLDER ACCOUNT

- 4.1 Your Employer may have chosen that the Card issued to you is either an Individual Pay Card or Corporate Pay Card. If Your Employer has chosen an Individual Pay Card this means you will be liable to pay the balance on each Account Statement in accordance with Condition 6 below.
- 4.2 You agree that you will not resell or return for cash refund any goods or services obtained with the Card. Goods purchased using the Card may be returned to a Supplier for credit to the Cardholder Account if the Supplier permits such returns and gives AirPlus a refund voucher with any refund due from the Supplier. We will credit the Cardholder Account with any such refund approved by the Supplier.
- 4.3 We will debit the Cardholder Account with all Charges incurred by you or by the use of the Card and we will

credit the Cardholder Account with all payments made to us by you or on your behalf under these Conditions of Use and/or by Your Employer under the Agreement.

- 4.4 If requested by Your Employer to do so, and provided AirPlus in its absolute discretion agrees, AirPlus may permit you to use the Cardholder Account to obtain cash and cash substitutes from automated teller machines and over the counter from banks and other suppliers of cash and cash substitutes. If cash withdrawals are permitted they may only be made and used for authorised Business Purposes and in accordance with any terms and conditions notified to Your Employer by AirPlus when the facility is made available to Your Employer (and these Conditions of Use and the Agreement). Balances accruing on the Card Account which relate to cash drawn using the Card will be settled by Your Employer.
- 4.5 You acknowledge and agree that AirPlus does not conduct credit checks on potential Cardholders and that AirPlus does not share information about Cardholders with credit reference agencies.

### 5 ACCOUNT STATEMENTS

- 5.1 AirPlus will issue an Account Statement each month or at such other interval as may have been agreed with Your Employer, if there is a balance on the Cardholder Account.
- 5.2 AirPlus do not issue paper Account Statements unless agreed with Your Employer in writing. We provide the Portal which is subject to these Conditions of Use and the Portal terms and conditions. The Portal terms and conditions are accessed and agreed when you join the Portal via the website at [www.airplus.com/login/UK](http://www.airplus.com/login/UK). You must comply with them when using the Portal.
- 5.3 By signing the Application Form you warrant that you will have continuous access to the internet and that you will check the Portal regularly to access the Account Statement. We may also provide other documentation relating to the Cardholder Account to Your Employer and you through the Portal. AirPlus will notify you by email to the email address you give on the Application Form when a new Account Statement is available for viewing but the absence of such email notification does not mean that an Account Statement is not available. If you change your email address you must notify us in writing straightaway
- 5.4 Please note that your inability to access the internet at any given time shall not constitute a valid reason for failure to check the Account Statement.

### 6 PAYMENT

- 6.1 You can only make payment to AirPlus by direct debit or bank transfer unless we agree to allow use of a debit card. Payments made by direct debit must be met when the relevant debit is first presented to your bank or building society account. AirPlus may, in its sole discretion allow you to pay by debit card. AirPlus reserve the right to withdraw the ability to pay by debit card at any time and without notice.
- 6.2 If required to pay in accordance with Condition 4.1 you agree to pay the balance on each Account Statement and those Charges referred to in Condition 7 where applicable in full on or before the Payment Date. The Payment Date will be as set out on the Account Statement.
- 6.3 Payment will only be treated as having been made on receipt of cleared funds in the Cardholder Account. Payment will be applied against the Cardholder Account in such order as AirPlus may determine from time to time.
- 6.4 If you do not pay sums due by the Payment Date we shall be entitled to commence our recovery proceedings

unless the overdue payment has occurred as a result of our error in processing the payment and/or in requesting a direct debit payment. Our recovery proceedings comprise sending a reminder letter and applying late payment charges. Credit scores are not impacted. Any unsettled balances will be reported to the Programme Administrators.

- 6.5 Notwithstanding any other terms and conditions, the whole of the outstanding balance shown on the Cardholder Account together with any applicable Charges under the terms of the Agreement will become immediately due and payable if the Framework Agreement is terminated and/or on termination of the Cardholder Account.

## 7 CHARGES AND FEES

- 7.1 The charges or fees payable shall be determined and paid in accordance with the Agreement with Your Employer. The charges and fees relevant to your Card can be obtained from your Employer or on request from AirPlus including by contacting AirPlus on +442087472570 (or such other number as may be advised by us from time to time). We may: vary any or all of the fees, charges and expenses; and make other charges for administering the Cardholder Account; provided that, in either case we give you at least 30 days' prior notice which shall be given via the Portal and notified to you in the Account Statement.
- 7.2 Variation or introduction of other Charges will take effect after 30 days. If you do not wish to accept any such variation you may close the Cardholder Account, though for the avoidance of doubt you will be required to settle any outstanding balances in full.

## 8 LOST OR STOLEN CARDS AND UNAUTHORISED CARD TRANSACTIONS

- 8.1 If a Card is lost or stolen, or the PIN becomes known to anyone other than you, or the PIN and/or Card for any reason is liable to misuse, you must notify us as soon as possible on the telephone number provided on the reverse of your Card or on +44 208 747 2570. We may ask for written confirmation within 7 days of such call.
- 8.2 You must give AirPlus all available information concerning the loss, theft or misuse of a Card or the PIN, and which may assist the investigation. You acknowledge and agree that we may disclose to third parties (including but not limited to the Police) any relevant information concerning the Cardholder Account in connection with such matters. If you subsequently find the Card which has been reported as lost, stolen or at risk of misuse, you must return it to AirPlus (or if we so direct a Programme Administrator), having first cut it in two through the smartcard chip and the magnetic strip.
- 8.3 You will not be liable for misuse of the Card or PIN unless we are able to show that you acted fraudulently or without reasonable care.

## 9 DISPUTES

- 9.1 If you have any questions, problems, discrepancies or disputes concerning any items appearing on an Account Statement you should:
- inform us immediately; and
  - simultaneously seek to resolve the issue with the Supplier.
- 9.2 AirPlus will not be liable for the refusal of the bank or any potential Supplier to accept the Card, nor (unless required by law) will it be responsible in any way for the goods, services or information supplied to you.
- 9.3 Unless you notify us of any dispute with any amount on the Account Statement within 28 days of the Account Statement date you will be deemed to have accepted all Charges included on that Account Statement.

- 9.4 AirPlus will investigate any disputed amounts. Until this investigation is completed, an initial credit of the disputed amount will be applied to the Cardholder Account. If AirPlus resolves that the disputed payment is payable (acting reasonably) either you or Your Employer will remit the disputed amount to the Cardholder Account on or before the next Payment Date. Any related Charges will be suspended while any disputed payment is investigated, but will be applied retrospectively if we determine that the disputed amount is payable.

- 9.5 You must immediately notify AirPlus in writing if you suspect that a Transaction involves fraud, unauthorised use or any other circumstances where a Supplier may be held liable under the applicable rules of the relevant Card Scheme (for example VISA or MasterCard). AirPlus will attempt to charge the relevant Transaction back to the Supplier. This will not relieve you or Your Employer of liability for the Transaction unless the chargeback to the Supplier is successful, in which case the amount will be credited to the next Account Statement. In the event that the chargeback is not successful, you will remain liable for the amount of the Transaction, however, we will require settlement of the relevant amount by Your Employer.

## 10 CANCELLATION RIGHT

You are entitled to cancel your Card with us within two weeks in writing (e.g. by letter, fax or e-mail) without stating any reasons. The 2-week limitation period starts at the earliest upon receipt of these instructions. This cancellation period will be complied with when the cancellation is sent within the time limit to the address below.

## 11 CONSEQUENCES

In the event of a valid cancellation, you must return any property acquired under these Conditions of Use and refund any payments made by us to you or to any third party in connection with these Conditions of Use. We shall refund to you any payments made to us less any Charges that may be applicable under Condition 7 of the Conditions of Use. If you cannot return the received property in total or in part, or only in a worsened condition, you might have to compensate for the value. This can lead to the situation that you will nonetheless have to fulfill the contractual payment obligations for the period until the date of revocation. Any obligations for refunding of payments must be fulfilled within 30 days of the date you sent your cancellation notice to us.

## 12 IMPORTANT NOTE

Your cancellation right will expire immediately if the Card is used and otherwise at the end of the 2-week period referred to above. If you do not cancel within the time limit you will only be able to cancel in accordance with Condition 14 of the Conditions of Use.

## 13 PAYMENT SERVICES REGULATIONS DISCLOSURES

- 13.1 The second Payment Services Directive ("PSD2") was implemented in the UK by the Payment Services Regulations 2017 ("PSRs 2017") which predominantly came into force on 13 January 2018.
- 13.2 Specifically, in accordance with the PSD2, we dis-apply the following aspects of the PSRs 2017:
- the entirety of Part 6 (Information Requirements for Payment Services) of the PSRs 2017; Regulation 40(7) of the PSRs 2017 outlines that We may agree that the provisions of Part 6 do not apply to a contract for payment services. We disapply the whole of Part 6 of the PSRs 2017;

- Part 7 (Rights and Obligations in Relation to the Provision of Payment Services) of the PSRs 2017: Regulation 63(5)(a) enables Us to waive the following Regulations 66(1), 67(3), 67(4), 75, 77, 79, 80, 83, 91, 92 and 94 of Part 7 of the PSRs 2017. We dis-apply each of these requirements. Additionally, Regulation 63(5)(b) enables Us to provide for a different time period to apply for the purposes of Regulation 74(1) in respect of the when You are required to notify Us of an unauthorized or incorrectly executed payment transaction. We nominate a time period of 7 "Business Days", (as defined in the PSR's 2017), in which you must notify us of an unauthorized or incorrectly executed payment transaction. Failure to notify us within seven Business Days may result in you not qualifying for relief including a refund.
- If you have any dispute or complaint relating to the payment services provided by AirPlus under these Conditions of Use, you should notify AirPlus as soon as practicable by addressing the complaint in writing.

## 14 TERMINATION

- 14.1 You or we may terminate the Cardholder Account at any time by not less than 30 days' written notice. You will give any notice of termination to us. Notice for these purposes may be given by email. We may give notice of termination to you and/or Your Employer.
- 14.2 In accordance with Regulation 71 of the PSRs 2017, we may stop the use of any Card on reasonable grounds relating to: (a) the security of the Card; (b) the suspected unauthorised or fraudulent use of the Card; or (c) a significantly increased risk that the Cardholder may be unable to fulfil its liability to pay. We will inform you if we intend to stop the use of a Card before stopping the Card and give reasons unless provision of this information would compromise reasonable security measures or would be otherwise unlawful.
- 14.3 We may terminate the Cardholder Account or refuse to issue a Card if we in our absolute discretion fail to receive appropriate evidence of your identity or other documentation required either from you or from Your Employer when requested by us.
- 14.4 We may terminate the Cardholder Account and/or demand repayment of the outstanding balance on the Cardholder Account for any breach by you of these Conditions of Use. We will give you an opportunity to remedy such breaches unless it is reasonable not to do so, and if we do give you such an opportunity and you do not remedy the breach in accordance with any notice issued by us, the Cardholder Account will terminate forthwith.
- 14.5 Your right to use the Card will automatically end if the Framework Agreement is terminated. It will be the responsibility of Your Employer to tell you that the Framework Agreement has been terminated. You also acknowledge and agree that the Framework Agreement includes rights for us to terminate or suspend the Card and/or Cardholder Account.
- 14.6 On termination of the Agreement or Cardholder Account for whatever reason, you must immediately where we request: return to AirPlus or to a Programme Administrator and cut into two through the smartcard chip and the magnetic strip of all Cards; and settle all outstanding balances and any applicable Charges.
- 14.7 If you cease for any reason to be employed by Your Employer or cease to be authorised by Your Employer to use a Card, the Cardholder Account will terminate automatically and you must return and/or cut the Card and settle all applicable Charges in accordance with the provisions of Condition 14.6.
- 14.8 We may at any time suspend the right for you to use the Card if we are unable to contact you by post because

your letters are returned or cannot be delivered at the address or email you have given us.

- 14.9 On termination of your Cardholder Account for whatever reason, you should contact us within 7 days of the termination with details of the relevant bank account to which you want us to pay that Credit Balance. If you do not do so, you hereby authorise us to remit any Credit Balance, less our costs and expenses reasonably incurred in doing so, to Your Employer, and we shall have no further liability to you in respect of any such Credit Balance.

- 14.10 If, during the period of 6 years following the date of termination of the Cardholder Account:

- AirPlus, has been unable to return the Credit Balance to you or (having taken reasonable steps), Your Employer in accordance with Condition 14.9; you have not submitted a valid claim to redeem the Credit Balance; and
- AirPlus has notified you and / or Your Employer, at the last known address, of its intention of no longer treating the Credit Balance as your and/or Your Employer's money and you have not responded to AirPlus' notice within 28 days of the date of the notice,

then AirPlus shall have no further liability to you in respect of any such Credit Balance.

- 14.11 For the avoidance of doubt in the event of termination or cancellation of your Card and/or Cardholder Account you shall remain liable to settle any relevant debit balance including all applicable Charges on the Cardholder Account (including, without limitation, any which relate to Transactions carried out (but not debited) before the date of the relevant termination or cancellation.

## 15 CHANGES TO TERMS AND CONDITIONS

- 15.1 AirPlus may amend the Conditions of Use at any time at our discretion in accordance with this Condition 15.

- 15.2 AirPlus will notify you of any change via email, the Portal or in writing. Reasons for making an amendment may include (without limitation):

- compliance with legal, fiscal or regulatory changes; to rectify errors, omissions, inaccuracies or ambiguities; to take account of any reorganisation within the AirPlus Group; and/or
- to reflect alterations in the scope and nature of the service AirPlus is able to provide to Your Employer and any changes in market practice and overall customer demand.

If we make major changes or number of minor changes, we will give you a copy of a new set of conditions of use.

## 16 NO WAIVER

No delay, neglect or forbearance on our part in enforcing any term or condition of these Conditions of Use will be deemed to be a waiver of or in any way prejudice any right we may have under these Conditions of Use.

## 17 NOTICES

If we need to give you notice, we will write or email to your address as given on the Application Form or such other address notified to us by you or we may notify you via the Portal.

If you need to write to us or return a Card, please use the address specified at Condition 23.

## 18 ASSIGNMENT

18.1 We may assign or otherwise transfer our rights arising under or in connection with these Conditions of Use in whole or part. We may also transfer our rights and responsibilities hereunder to another person provided that we do not have any reason to believe that you will receive a poorer service from the person to whom we are to assign our rights to or to whom we are to transfer our rights and responsibilities.

18.2 You may not assign or otherwise transfer any of your rights or obligations under these Conditions of Use and/or in relation to a Cardholder Account.

## 19 SEVERABILITY

Should any part of these Conditions of Use be found to be unenforceable, it shall not affect the rest of the Conditions of Use and the parties will seek to give the unenforceable part effect to the maximum as agreed permitted by law.

## 20 FORCE MAJEURE

AirPlus will not be liable for any delay or failure to carry out its obligations hereunder where such failure or delay is due to circumstances beyond the control of AirPlus (including, but not limited to, any act, omission, breach or default of Your Employer and/or any payment scheme network under which the Card is issued (for example VISA or MasterCard)).

## 21 DISABILITIES DISCRIMINATION ACT

Copies of these Conditions of Use are available in large print, audio and braille format on request.

## 22 GOVERNING LAW

These Conditions of Use (our agreement under them and for the avoidance of doubt the terms relating to payment services) shall be governed by and construed in accordance with English Law. Both you and we agree for the benefit of the other to the non-exclusive jurisdiction of the English Courts to settle any dispute or claim under or in connection with these Conditions of Use (including, without limitation, non-contractual disputes or claims).

## 23 CONTACT DETAILS

AirPlus International Limited, Ground Floor, Building 4, Chiswick Park, 566 Chiswick High Road, Chiswick London W4 5YE. T +44 (0) 208 747 2570; a limited liability company incorporated in England with Companies House Number 04449144; corporatecard@airplus.com. All communications with you will be in English.

## 24 STATUS OF PARTIES

Nothing in these Conditions of Use is intended or shall be construed as creating a partnership, joint venture, the relationship of principal and agent, or any other legal relationship between the parties that would impose liability upon one party for the act or failure to act of the other. Except where expressly stated in these Conditions of Use neither party has authority or power to make representations or bind the other in any way.

## 25 THIRD PARTY RIGHTS

A person who is not a party to these Conditions of Use (other than a member of the AirPlus Group) shall have no right under the Contracts (Rights of Third Parties) Act 1999 ("CRTPA") to enforce any term of these Conditions of Use. This Condition 25 will not affect any right or remedy of any person which exists, or is available, otherwise than pursuant to CRTPA.

## 26 CUMULATIVE RIGHTS

The rights and remedies of AirPlus under these Conditions of Use are cumulative.

## 27 SUBCONTRACTING

AirPlus is entitled to act through any agents or sub-contractors appointed by it in its absolute discretion for that purpose.



### **SCHEDULE 3 CARDHOLDER IDENTIFICATION PROCESS**

The Subscriber agrees:

to select permanently employed, reliable employees to become Programme Administrators who shall perform the role in accordance with Clause 0 of this Agreement. These Programme Administrators will be responsible verifying the identity of potential Cardholders.

If circumstances arise indicating that a particular Programme Administrator may be unreliable to perform these duties, the Subscriber will notify AirPlus immediately in writing, and will ensure that this employee does not carry out any further verification of the identity of potential Cardholders for the purposes of this Agreement;

to instruct Programme Administrators in a suitable way, that the following cardholder identification process must be strictly followed:

- a. the Cardholder applicant must present his driver's licence or passport and a proof of address listed on [www.gov.uk/certifying-a-document](http://www.gov.uk/certifying-a-document) that is less than 3 months old (originals only in both cases or certified copies, simple copies should not be accepted) showing the applicants actual address (mobile phone statements are not accepted);
- b. Programme Administrators will confirm the identity of the applicant by signing the application form accordingly. Document copies must be archived by the Subscriber;

to nominate a person in a relevant/ managerial position with the Subscriber to AirPlus as a contact for money laundering matters. AirPlus will immediately notify this person of any changes to the above identification requirements if they arise. This nominated person will take account of these changes and be responsible for informing employees immediately of these changes.

to allow AirPlus to check at any time that the verification procedures outlined in this Agreement are being followed, and to provide copies to AirPlus if requested of the identification documents obtained;

to permit AirPlus, AirPlus' internal auditors and auditors working at AirPlus pursuant to statutory regulations to look at and carry out a full inspection of the areas relevant to the Agreement and to grant them access to all documents, data media and systems concerning the Agreement. Likewise, the Subscriber will admit an inspection of the areas relevant to this Agreement by the Financial Conduct Authority and/or those it has charged to carry out the inspection and will provide the said bodies with all the information and hand over all the documents they require for their supervisory activity.