

AirPlus Company Account Contract United Kingdom

Thank you for choosing AirPlus!

Your online AirPlus Company Account Contract application is now complete and has been sent to us electronically.

Please find attached:

- Your AirPlus Company Account Contract and Terms and Conditions
- Your direct debit mandate

In order to open an account, for legal reasons we need a printed and signed copy of the Contract/direct debit mandate. A copy of the documents will also be emailed to your email address.

Printing	Completing	Dispatch
<p>Please print and sign the Application.</p> <p>To speed up the process, you can email the signed Application to us. Our email address is contractsuk@airplus.com</p> <p>Please note that we will not release the account number without the original Application.</p> <p>If you have any questions, please call us at +44 (0) 208 994 4725.</p>	<p>Please complete the application by enclosing the following documents:</p> <ul style="list-style-type: none"> • Direct Debit mandate form; • excerpt from a public register; • authorization, if applicable; and • documents identifying the signatory, if applicable. 	<p>Please send the signed Contract incl. this cover page to the following address:</p> <p>AirPlus International Limited Building 4, Chiswick Park 566 Chiswick High Road London W4 5YE United Kingdom</p> <p>Should we require further information regarding your Contract, we shall contact you.</p>

To be filled by AirPlus / for internal use only:

Contract Number	Account Number	ORG																																											
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AirPlus Company Account Contract UK

1. Company Information

Application data

Application type

- ☐ Application for new contract
- ☐ Annex to contract number (mandatory for additional account requests)

AirPlus contract number

The following contract is concluded between:

Company Name (as registered with Companies House)

Company Registration Number

Value added tax registration number (e.g. GB999 9999 99 999)

Registered office address:

Street (P.O. Box not accepted)

City

Postcode

(the "Subscriber" or "We")

Contact person for AirPlus:

Title

- ☐ Mr.
- ☐ Mrs.
- ☐ Ms.

First Name

Last Name

Telephone

Email

Trading address if different to registered address:

Company Name

Contact Person

Department

Street / P.O. Box

City

Postcode

Accounts Payable Contact:

Title

- ☐ Mr.
- ☐ Mrs.
- ☐ Ms.

Name

Telephone

Email

and AirPlus International Limited, company number 4449144, Building 4, Chiswick Park, 566 Chiswick High Road, London W4 5YE, United Kingdom ("AirPlus").

KEY TERMS

2. Travel Agency Information

- ☐ We authorise the following travel agency to use the account

Travel Agency Name

IATA-Number

Street / P.O. Box

Postcode

City

Country

Contact person for AirPlus at Travel Agency

Title

- ☐ Mr.
- ☐ Mrs.
- ☐ Ms.

Name

Telephone

Fax

Email

- ☐ We authorise AirPlus to share the Account Number with the Travel Agency (mandatory)

3. Additional Features and Prices

Do you wish to include travel accident insurance with this Account?

- ☐ Yes, maximum coverage 522,000 GBP. Annual Account fee: 125 GBP incl. VAT

The Insurance Terms & Conditions that apply are available in the AirPlus Business Travel Portal. Our Financial Conduct Authority registration number is 446699.

Star Alliance Company Plus benefits programme

- ☐ Please register our Travel Agency Card with SACP Star Alliance Company Plus, a free rewards programme enabling you to collect points on all Star Alliance flights which you can later redeem for flights, parking or upgrades. By signing this agreement, we accept that our data is forwarded to the above mentioned programme.

4. Required Invoice Data

- ☐ Cost Centre (KS)
- ☐ Personal ID (PK)
- ☐ Department (DS)
- ☐ Internal Account (IK)
- ☐ Accounting Unit (AE)
- ☐ Project Number (PR)
- ☐ Order Number (AU)
- ☐ Destination (RZ)

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☐ **Departure Date (BD)**

Please provide your existing Company Account Number if requesting an additional account with identical additional data fields (DBIs):

Statement to be sorted by the following above selected data field (free of charge):

Statement to be sorted by the following criterion (free of charge):

☐ **by purchase data**

☐ **by name**

Subtotals on statements at the following point(s):

5. Online Services

Portal

Portal Access (mandatory)

☐ The AirPlus portal allows you to access all relevant data to enable you to make the most of your AirPlus Company Account. AirPlus Company Account transactions are displayed in the Online Card Account in the AirPlus Business Travel Portal for reporting purposes.

Company Login Name

Portal-Administrator:

Title

☐ Mr.

☐ Mrs.

☐ Ms.

First name

Last name

Email

Electronic Statement Data

Transfer of Electronic Statement Data via the AirPlus Business Travel Portal (free of charge).

PDF Statement

☐ Statement(s) in PDF format is/are available via the AirPlus Business Travel Portal (Online Card Account).

Statement recipient:

First name

Last name

Email

Paper Statement:

☐ In addition to the PDF statement(s) delivered in the AirPlus Business Travel Portal, we wish to receive a paper statement: annual fee 200 GBP plus VAT per AirPlus Company Account.

Different billing address

Company

Department

Street / P.O. Box

City

Post Code

All relevant fees are charged in advance to the AirPlus Company Account issued under this contract. The fees are non-refundable.

6. Electronic Data Interchange (EDI)

With the **Electronic Data Interchange Service** AirPlus offers you a very simple way to receive your daily or invoice data electronically. Furthermore, it supports a variety of data formats and transmission channels from which you can select according to your individual needs.

In case a csv statement only is needed, please apply here:

CSV (Excel-Format)

☐ We herewith confirm that we have read and accepted the above mentioned preconditions for continuing and want to receive our statement electronically in addition to the PDF statement.

New setup or modification

☐ New setup

☐ Modification

EDI-Partner No.

7. Climate-friendly

Do you want to order the AirPlus Green Reports?

☐ Yes, we order once and binding the AirPlus Green Reports

☐ No, we do not want to use this service

We order once and binding the **AirPlus Green Reports** for the below-mentioned AirPlus Company Account number from Lufthansa AirPlus Servicekarten GmbH:

AirPlus Company Account number:

For the following reporting period (12 months max.):

Start date:

End date:

Please note that a reporting can only take place once the AirPlus Company Account has been used as a method of payment.

For the above-mentioned reporting period we order the AirPlus Green Reports Flight:

For the above-mentioned reporting period we order the AirPlus Green Reports Flight: (Prices are exclusive VAT, if applicable)

☐ 350 GBP on contract level

☐ 850 GBP on multiple national contract level

☐ 2.100 GBP on multiple international contract level

Fee for the AirPlus Green Reports

Please charge us for the fee specified above on our AirPlus Company Account with the following number (the debit will be made with one of the next statements):

Account Number:

If the above field for the AirPlus Company Account number is left in blank, you order the "AirPlus Green Reports" for this AirPlus Company Account contract and the issued AirPlus Company Account will be charged.

Liability

Inasmuch as lawfully admissible, AirPlus is neither liable if the report is

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not appropriate for the Subscriber followed purpose nor for damages which occur in using the report or for missing suitability of the Subscriber followed purpose. This is also applicable if the Subscriber was adverted from AirPlus to such purpose or possibility of the occurrence of damage.

8. Banking and Billing Information

For this contract the following payment terms are valid:

- * Invoicing frequency: weekly
- * Payment method: direct debit
- * Due date: 10 day(s)

IBAN

SWIFT/BIC

Bank Account Holder

Name of Bank

Bank/Building Society

Account Number

Branch Sort Code

Bank Address

City

Postcode

Contact Person at the Bank / manager name

Telephone

Fax

We will be paying by Direct Debit

- ☐ no
- ☐ yes

Please complete the Direct Debit mandate and return the original to us together with the contract.

Please note AirPlus does not accept cheques as a form of payment.

9. AirPlus Account Turnover

AirPlus Account Turnover

Planned Booking Start Date

10. Beneficial Owner Form

Customer Information & Confirmation

Does the subscriber have any beneficial owners?

- ☐ Yes - Please detail all beneficial owners in the boxes below.

Beneficial Owner No. 1

Salutation

☐ Mr.

☐ Mrs.

☐ Ms.

Last name

First / Middle name

Date of birth

Nationality

Street (Residential address)

Post Code (Residential address)

City (Residential address)

Beneficial Owner No. 2 (if applicable)

Salutation

☐ Mr.

☐ Mrs.

☐ Ms.

Last name

First / Middle name

Date of birth

Nationality

Street (Residential address)

Post Code (Residential address)

City (Residential address)

Beneficial Owner No. 3 (if applicable)

Salutation

☐ Mr.

☐ Mrs.

☐ Ms.

Last name

First / Middle name

Date of birth

Nationality

Street (Residential address)

Post Code (Residential address)

City (Residential address)

☐ No - Please indicate below.

☐ A beneficial owner according to AML regulations does not exist.

☐ The firm and / or its ultimate parent company is listed on the stock exchange.

Further agreements

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We hereby apply for an AirPlus Company Account Contract, subject to the Key Terms, which are to be read in conjunction with, and in the case of inconsistency, shall prevail over the AirPlus Company Account Terms and Conditions, each of which We have read, understood and accepted. We also accept the Terms and Conditions for the AirPlus Business Travel Portal (if chosen).

.....
Legally binding signature(s) of Subscriber and/or Applying Company (if not identical to Subscriber)

.....
Legally binding signature(s) of AirPlus International Limited

.....
Printed Name of Subscriber and/or Applying Company (if not identical to Subscriber)

.....
Printed Name

.....
Date

.....
Date

Please fill in the whole form using a ball point pen and send it to:

AirPlus International Limited
Building 4
Chiswick Park
566 Chiswick High Road
London W4 5YE

Name of Account Holder

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Bank/Building Society account number

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Branch Sort Code

Name and full postal address of your
Bank or Building Society

To the Manager

Bank/Building Society

Address

Postcode City

Instruction to your Bank or Building Society to pay by Direct Debit **

****Please note that paying by Direct Debit is only possible if payments are made in British Pounds.**

4 1 3 1 7 5

Service User Number (SUN)

Reference Number

Instruction to your Bank or Building Society

Please pay AirPlus International Limited Direct Debits from the account detailed in this Instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this instruction may remain with AirPlus International Limited and, if so, details will be passed electronically to my Bank/Building Society.

Date Signature(s)

Banks and Building Societies may not accept Direct Debit Instructions for some types of account



The guarantee should be detached and retained by the Payer

The Direct Debit Guarantee



- This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits.
- If there are any changes to the amount, date or frequency of your Direct Debit AirPlus International Limited will notify you 3 working days in advance of your account being debited or as otherwise agreed. If you request AirPlus International Limited to collect a payment, confirmation of the amount and date will be given to you at the time of the request.
- If an error is made in the payment of your Direct Debit by AirPlus International Limited or your bank or building society you are entitled to a full and immediate refund of the amount paid from your bank or building society
 - If you receive a refund you are not entitled to, you must pay it back when AirPlus International Limited asks you to.
- You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.

INTRODUCTION

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

1 DEFINITIONS

"Account" the AirPlus Company Account provided by AirPlus to the Subscriber.

"AirPlus" AirPlus International Limited (registered number 04449144).

"Contract" the contract between AirPlus and the Subscriber in relation to the Account being either the **AirPlus Company Account Contract** or the **AirPlus Company Account Compact Contract**.

"Online Service" the services provided by AirPlus including the AirPlus Business Travel Portal and (if requested by the Subscriber) the AirPlus Information Manager.

"Schedule of Fees" the schedule of fees and charges applicable to the Account.

"Subscriber" the party to whom AirPlus provides the Account.

"Terms and Conditions" these terms and conditions together with the Schedule of Fees and any amendments to them as notified by AirPlus to the Subscriber from time to time.

"Initial Term" the first 36 months from the signing date of the Contract.

"Application Form" the section of the contract that precedes the General Terms and Conditions where the Subscriber's information and account set up are specified.

2 CONTRACTUAL DOCUMENTS

2.1 The relationship between AirPlus and the Subscriber will be governed by the Terms and Conditions together with any terms and conditions applicable in respect of any other services the Subscriber contracts with AirPlus for including the Online Service.

2.2 The Terms and Conditions shall incorporate and include the information provided within the Application Form.

3 PROVISION OF ACCOUNT

3.1 The Subscriber shall apply for an Account by completing the relevant Application Form.

3.2 The Application Form must be signed by a duly authorised executive officer of the Subscriber and signing of the Application Form confirms that the Subscriber agrees to comply with these Terms and Conditions.

3.3 AirPlus reserves the right to decline applications for any reason whatsoever.

3.4 If AirPlus accepts Contract the Subscriber for an Account it will issue the Subscriber with a virtual card number and expiry date for the Account. AirPlus offers the Subscriber access to the AirPlus A.I.D.A. Virtual Card feature which allows the Subscriber to issue further Virtual Card numbers.

3.5 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 the Contract.

3.6 The Subscriber consents to AirPlus sharing information with third parties such as but not limited to credit insurance companies for risk assessment purposes subject to condition 12 Data.

3.7 The Subscriber irrevocably authorises the financial institute named above under section "Banking and Billing information" of the Application Form to provide AirPlus with any information necessary to establish the creditworthiness required for the issue and use of the Account(s). The Subscriber also consents to AirPlus undertaking such credit checks as AirPlus considers necessary in order to carry out its regulatory obligations.

3.8 The parties agree that to the extent permitted by law, the provisions of Part 6 and Part 7 of the Payment Services Regulations 2017 shall not apply to this Contract.

4 USE OF ACCOUNT

4.1 The Account entitles the Subscriber to pay for business travel and procurement services.

4.2 The Subscriber irrevocably commissions and authorises AirPlus to settle claims of the merchants which the Subscriber incurs by using the Account(s).

4.3 The Subscriber shall reimburse AirPlus for all outstanding amounts which AirPlus or third parties for and on behalf of AirPlus pay to merchants via the Account. The Account statement will identify as debits all such payments.

5 NOTIFICATION OBLIGATIONS

5.1 The Subscriber shall notify AirPlus of those travel management companies with whom it wishes to use the Account.

5.2 The Subscriber shall notify AirPlus promptly about any prospective change in its:

- 5.2.1 address, email address or telephone number; or
- 5.2.2 name, business name or company registration number; or
- 5.2.3 travel agency; or
- 5.2.4 Account Administrator; or
- 5.2.5 if there are any material changes to its ownership and any changes to the directors;

in each case together with confirmation of the change(s) and date on which the change(s) becomes effective.

6 USE OF THE ONLINE SERVICE

6.1 The Subscriber shall have access to the AirPlus Business Travel Portal. The use of the Online Service is subject to these Terms and Conditions and those terms and conditions which are accessed and agreed when the Subscriber joins the Online Service via the AirPlus website at www.airplus.com/login.

6.2 The Subscriber agrees to the Terms and Conditions for the AirPlus Business Travel Portal, which can be accessed and printed out via www.airplus.com/TC/UK-en. A hard copy can be provided upon request.

6.3 The Subscriber shall use the Online Service at its own risk.

6.4 The Subscriber undertakes to keep its virtual card number and Online Service login details and password secret, to comply with any applicable security procedures and to set up and maintain adequate security measures to safeguard the use of the online service from unauthorised persons.

7 RESPONSIBILITY FOR THE ACCOUNT

7.1 Upon provision of the Account, the Subscriber assumes liability for all claims resulting from the use of the Account.

7.2 If details of the Account become known to anyone other than the Subscriber or the Account is for any reason misused, the Subscriber must immediately call the telephone number notified in the Contract. AirPlus may ask for written confirmation within seven days of such call.

7.3 The Subscriber agrees to give AirPlus all available information concerning any security breach or misuse of the Account which may assist the investigation. The Subscriber consents to the disclosure to third parties (including the police) of any relevant information concerning the Account in connection with such matters.

7.4 The Subscriber shall notify AirPlus in writing addressed to london@airplus.com of any erroneous entries on an invoice raised by AirPlus or any mistakes that may have been made by AirPlus in connection with the Account.

7.5 In the event of misuse of the Account the Subscriber shall not be liable if it has taken all necessary reasonable steps to protect the Account against misuse and has informed AirPlus of the misuse of the Account immediately upon discovery, unless the Subscriber acts fraudulently or without reasonable care in which case the Subscriber shall be fully liable for all losses.

7.6 AirPlus may in its absolute discretion charge a fee for the provision of a replacement Account or virtual card number and expiry date details of which are provided in the Schedule of Fees.

7.7 In case of improper use of the Account, the parties shall inform each other of all the details necessary to deal with any claims and/or in respect of the closing of the Account.

7.8 AirPlus reserves the right to block the Account if, in AirPlus sole opinion, AirPlus is concerned about the security of the Account, there is unauthorised or fraudulent use of the account or that the Subscriber may be unable to fulfil its financial obligations under this Agreement. Unless prohibited by law, AirPlus shall notify the Subscriber by telephone, e-mail or letter of the intention to block the Account giving reasons beforehand wherever possible and in any event as soon as practicable afterwards.

7.9 AirPlus further reserves the right to suspend, restrict or defer the amount of limit available under the account at any time but AirPlus will ordinarily give prior notice. The suspension, restriction or deferral may be implemented immediately in certain circumstances and where this is the case AirPlus will, if permitted by law, confirm the action taken immediately afterwards.

7.10 If the spending limit on the Account is exceeded the Subscriber will not be permitted to use the Account until either the balance has been cleared or in AirPlus absolute discretion either

- 7.10.1 the balance has been sufficiently reduced below the limit; or
- 7.10.2 AirPlus agrees, to increase the spending limit applicable to the Account.

8 FEES AND BILLING

8.1 The fees for the AirPlus services specified in the Contract and/or on the Application Form where applicable will be charged to and payable by the Subscriber once a year in advance unless agreed otherwise in writing or email.

8.2 Additional services rendered by AirPlus upon request of the Subscriber will be invoiced as agreed with the Subscriber or if unspecified, in accordance with these Terms and Conditions.

8.3 All fees paid are non-reimbursable.

8.4 A full list of all fees/charges payable on the Account is provided in the Schedule of Fees.

8.5 AirPlus reserves the right in its discretion to defer billing.

8.6 Unless otherwise agreed in the section of the Application Form "Banking and Billing Information", invoices issued by AirPlus are payments due immediately and will be collected in full via direct debit within 10 calendar days of the date of the invoice ("due date").

8.7 If the Subscriber has opted to pay by Direct Debit, they authorise AirPlus, until otherwise notified, to withdraw by direct debit from the bank account specified all balances due on the respective Account or Accounts. AirPlus reserves the right to charge for the cost of any direct debits returned by the bank.

8.8 Payment will only be treated as having been made on receipt of cleared funds.

8.9 AirPlus will charge a late fee on all sums not settled in cleared funds by the due date at the rate specified in the Schedule of Fees or such higher rate as AirPlus may notify to the Subscriber from time to time.

8.10 AirPlus reserves the right to:

- 8.10.1 restrict the amount of credit available to the Subscriber under the Account for the duration of any period when the Subscriber has unpaid overdue invoices from AirPlus; and
- 8.10.2 vary any or all of the fees, charges and expenses. AirPlus shall give the Subscriber at least 30 days prior notice which shall be given via email or letter; and
- 8.10.3 to make other charges for administering the Account provided that, in either case, AirPlus shall give the Subscriber at least 30 days prior notice which shall be given via email or letter.

8.11 Variation or introduction of the charges will take effect at the end of the period stated in 8.10.2 and 8.10.3. If the Subscriber does not wish to

- accept any such variation it may close the Account, but for the avoidance of doubt the Subscriber will be required to settle any outstanding balances in full.
- 8.12 If the Subscriber requires data in addition to that provided in the standard billing information, the Subscriber shall enter into an agreement with the merchant for the provision of that information.
- 8.13 The Subscriber shall not be entitled to withhold or reduce payment of invoiced amounts on the grounds that any additional data does not in its entirety, or only in part, or insufficiently appear on the invoice.
- 8.14 Transactions shall be settled in the Account currency even if they are made in currencies other than the Account currency. Charges in currencies other than the Account currency shall be converted to the Account currency using a conversion rate based on the conversion rates of one or more major banks or on the conversion rates of MasterCard Worldwide and/or VISA International on the banking day before the date of the transaction. The conversion rate defined by AirPlus on every banking day can be viewed in the Online Service. Changes to the conversion rate so specified shall come into effect immediately without prior notice.
- 8.15 AirPlus reserves the right to make changes in exchange rates which may be applied immediately and without notice. Such changes will be based on the reference exchange rate information which has been provided to the subscriber via the Online Service;
- 9 ACCOUNT SECURITIES**
- 9.1 AirPlus reserves the right to require the Subscriber to give security such as but not limited to a bank guarantee, or to increase the amount of any security already given for continued use of the Account, in circumstances where AirPlus considers the risk rating of the Subscriber has deteriorated to such an extent that AirPlus considers that the provision of the Account has become a material risk for it.
- 9.2 AirPlus will grant the Subscriber a reasonable period of time for the creation or increase of the requested security.
- 9.3 If the Subscriber fails to provide the required security within the specified period, AirPlus shall be entitled to either
- 9.3.1 restrict the amount of credit available under the Account or
- 9.3.2 immediately terminate the Contract by notice.
- 10 DISPUTES**
- 10.1 If the Subscriber has any questions, problems, discrepancies or disputes concerning any items in relation to the Account or appearing on an Account statement it should:
- 10.1.1 inform AirPlus immediately;
- 10.1.2 simultaneously seek to resolve the issue with the merchant.
- 10.2 AirPlus will not be liable for the refusal of any merchant to accept payment via the Account, nor will it be responsible in any way for any services, goods or information supplied to the Subscriber by the merchant.
- 10.3 The Subscriber shall not be entitled to refuse to pay any amount invoiced by AirPlus as a result of any dispute between the Subscriber and a merchant or any other entitled person, or any claim by the Subscriber against AirPlus or any merchant authorised by AirPlus.
- 10.4 Where AirPlus concludes that the claim made by any merchant does not have a reasonable basis in fact or law it will attempt to charge the transaction back to the merchant. This will not release the Subscriber's liability to pay for the transaction unless the charge back to the merchant actually occurs.
- 10.5 All amounts due under the Contract shall be paid in full without any deduction or withholding other than as required by law. The Subscriber shall not be entitled to assert any credit, set off or counterclaim against AirPlus in order to justify withholding payment of any such amount in whole or part.
- 11 COMMENCEMENT AND TERMINATION OF CONTRACT**
- 11.1 The Contract shall commence on the date when it has been signed by both parties.
- 11.2 The Contract shall continue in force for the Initial Term, subject to Condition 11.4.
- 11.3 After the expiry of the Initial Term either party may terminate the Contract by giving the other party 30 days prior written notice to expire on the date of expiry of the Initial Term or thereafter on any anniversary of the date the Initial Term began.
- 11.4 AirPlus may terminate the Contract at any time with immediate effect if:
- 11.4.1 the Subscriber commits a material breach of any term of the Contract 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;
- 11.4.2 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 changes 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 to meet any of its liabilities under the Contract; required to do so by law or regulation;
- 11.4.3 in the absolute discretion of AirPlus the Account becomes uncommercial for AirPlus;
- 11.4.4 there are no transactions on the Account for a continuous period of 6 months.
- 11.5 The Subscriber may terminate the Contract if an event of insolvency occurs in respect of AirPlus.
- 11.6 The expression "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 creditor's 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 the appointment of a receiver or administrative receiver.
- 11.7 Save as otherwise expressly provided in the Contract or these Terms and Conditions, the expiry or termination of the Contract shall:
- 11.7.1 be without prejudice to any accrued rights and obligations of third parties under the Contract as at the date of such termination both for antecedent breaches and otherwise; and
- 11.7.2 not affect the continuing rights and obligations of the parties which are expressed as surviving termination or which are required to give effect to such termination or the consequences of such termination.
- 11.8 On termination of the Contract for whatever reason the Subscriber shall cease to be entitled to use the Account and shall forthwith settle all outstanding balances.
- 12 DATA**
- 12.1 The Subscriber acknowledges and agrees that AirPlus will collect, process and store data about the Subscriber's use of the Account ("Data") and that this may involve the exchange of such Data with the Subscriber and third parties in connection with the operation of the Account. Some of that Data may include personal Data as defined under the applicable data protection legislation. AirPlus and the Subscriber acknowledge that for the purposes of the applicable data protection legislation, AirPlus is the Data Controller of any personal Data provided to it by the Subscriber, and that where necessary the Subscriber has the consent of individuals to provide the personal Data to AirPlus.
- 12.2 The parties undertake to comply with the applicable regulations regarding data protection. The Subscriber warrants vis-à-vis AirPlus that the Subscriber's company has a reasonably concrete travel policy in place, that such policy is known to the Subscriber's employees, that the Subscriber has ensured and will continue to ensure that the Subscriber's employees are aware or can become aware that in specific booking situations they may infringe upon the travel policy, and that the Subscriber's employees and their representatives have been informed that AirPlus provides comprehensive data to enable the Subscriber to control compliance with the Subscriber's travel policy.
- 12.3 If the Subscriber requests the Electronic Data Interchange Service AirPlus will transmit the requested data electronically for the purpose of software-supported preparation of travel expense reports and/or financial accounting. The Subscriber is to use this data for your internal purposes only. AirPlus transmits the requested data to the Subscriber in performance of this agreement, i.e. in pursuit of AirPlus' own business and not as your data processor. Individuals (i.e. employees) have rights under data protection laws in most European and many other countries. This may inter alia and without limitation mean that the Subscriber needs to obtain all necessary consents for the processing of personal data from any individual whose personal data is transmitted to or by AirPlus, an AirPlus Company or AirPlus Partner Bank at any time by or to you or a group company of you and these consents shall include approvals to AirPlus processing such data.
- 12.4 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 AirPlus' privacy statement, a copy of which can be found at 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 staff members without undue delay.
- 13 CHANGES AND AMENDMENTS**
- 13.1 AirPlus may amend the Terms and Conditions at any time in its discretion. Reasons for making an amendment may include:
- 13.1.1 compliance with legal, fiscal, interchange, financial market, Payment Scheme or regulatory changes;
- 13.1.2 to rectify errors, omissions, inaccuracies or ambiguities;
- 13.1.3 to take account of any reorganisation within AirPlus;
- 13.1.4 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.
- 13.2 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.
- 13.3 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.
- 13.4 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.
- 14 LIMITATION OF LIABILITY**
- 14.1 To the fullest extent permitted by law all conditions, warranties and representations expressed or implied by statute, common law or otherwise in relation to the operation and use of the Account are excluded.

- 14.2 AirPlus shall not under any circumstances whatsoever be liable for:
- 14.2.1 loss of profits; or
 - 14.2.2 the cost of purchasing alternative travel arrangements by the Subscriber; or
 - 14.2.3 any special, indirect or consequential loss, costs, damages, charges or expenses; and
- 14.3 the AirPlus' total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this Agreement shall in all circumstances be limited to the total fees paid to AirPlus by the Subscriber in the six (6) months period prior to the event that gives rise to the liability
- 14.4 Nothing in these Terms and Conditions shall operate to exclude or restrict AirPlus' liability for:
- 14.4.1 death or personal injury resulting from its negligence;
 - 14.4.2 fraud of AirPlus; or
 - 14.4.3 any matter for which it would be illegal for it to exclude or attempt to exclude or limit liability.

AirPlus shall not have any liability to the Subscriber whether in, tort (including but limited to negligence), breach of statutory duty, under statute, restitution, misrepresentation or otherwise (in each case whether caused by negligence or otherwise) arising out of any breach or termination of the Contract or the performance of the Contract by AirPlus unless a claim is issued and served within one year after the date of termination or expiry of the Contract, and in the case of post termination obligations within one year of the date of such breach occurring.

15 NO WAIVER

No delay, neglect or forbearance from AirPlus in enforcing any condition of these Terms and Conditions will be deemed to be a waiver of or in any way prejudice any right AirPlus may have under these Terms and Conditions.

16 NOTICES

- 16.1 Unless specified otherwise in these Terms and Conditions all notices from AirPlus to the Subscriber will be sent to the email address given on the Application Form for the Contract or as otherwise notified by the Subscriber to AirPlus.
- 16.2 All notices from the Subscriber to AirPlus should be sent to london@airplus.com.

17 ASSIGNMENT

- 17.1 AirPlus may assign or otherwise transfer its rights under the Contract in whole or part.
- 17.2 The Subscriber may not assign or otherwise transfer any of rights or obligations under the Contract.

18 SEVERABILITY

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

19 FORCE MAJEURE

AirPlus will not be liable for any delay or failure to carry out its obligations under the contract where such failure or delay is due to circumstances beyond the control of AirPlus.

20 GOVERNING LAW AND JURISDICTION

These Terms and Conditions shall be governed by and construed in accordance with English law and the Court of England and Wales shall have exclusive jurisdiction.

21 ANTI MONEY LAUNDERING

AirPlus is subject to the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017, Proceeds of Crime Act 2002, the Terrorism Act 2000 and any subsequent or associated legislation to combat money laundering and terrorism financing. In order to fulfil its obligations in accordance with the money laundering legislation AirPlus may request documents and other evidence to verify the identity of directors and beneficial owners of the company.

SCHEDULE OF FEES

Paper Statement	£200 per Account
Late Fee	24.0% per annum
Invoice Copies	£25 per invoice
Dormant card fee	£250 per Account
eBilling reproduction	£50 per reproduction
DBI change/re-naming	£25 per DBI
Reminder letter fee	£15 per letter
Replacement Account	£250
Foreign exchange fee	2.75%

(AirPlus A.I.D.A. Virtual Card transactions only)