

British Airways American Express® Business Travel Account

Application Form

BTA- _____ - ____

(Internal Use) - must match BTA unique reference received when opening a VAP request.

Please complete the form, then print and sign where indicated and return it to: American Express Services Europe Limited, Corporate Services, Dept. 707, Amex House, Edward Street, Brighton, BN88 1AH.

All fields marked with an * are mandatory and forms cannot be processed without them.

1. Travel Booking Provider Details

Travel Management Company*:

Contact details for Travel Booking Provider

Title:* Mr Mrs Ms Miss Other

First Name(s):*

Surname:*

Address:*

Postcode:*

Country:*

Tel Number: (inc. country & area code)

Fax Number: (inc. country & area code)

2. Company Details

Company Registered Name:*

Company Registered Address:*

Postcode:*

Country:*

Tel Number: (inc. country & area code)

Fax Number: (inc. country & area code)

Company Reg. No.:(if applicable)

Company Trading Name:*(if different from above)

Registered Charity Number:*(if applicable)

Industry Type:*

Please quote your Corporate Control Account number if you have an existing American Express relationship.

If subsidiary company, please state ultimate parent company's name, address and registration number.

Parent Company Name:

Address:

Postcode:

Country:

Tel Number: (inc. country & area code)

Company Reg. No.:(if applicable)

3. British Airways On Business

If you are already a British Airways On Business member please fill in your On Business number to benefit from **50% more** On Business Points*.

By doing so you agree that American Express may pass your details to British Airways to verify your On Business membership.

If you are not a British Airways On Business member and would like to benefit from 50% more On Business Points* please complete application form 2, the British Airways On Business enrolment form.

*Companies participating in the British Airways American Express Business Travel Account Programme receive 50% more On Business Points than those solely participating in the On Business Programme.

4. Bank Information

Bank Name:*

Account Number:*

Branch Sort Code:*

Bank Address:*

Postcode:*

Country:*

Bank Contact Name:*

Tel Number:*(inc. country & area code)

British Airways American Express Business Travel Account Application Form


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5. Direct Debit Details

If you would like to pay your account by Direct Debit please tick here.

If your Direct Debit details are the same as the
Bank Information in section 4, please tick here.

However please remember to sign the Direct Debit instruction below.

Originator's Identification Number: 9 9 0 0 3 7 

Name(s) of
Account Holder(s):

Account Number:

Branch
Sort Code:

Bank Name:

Bank Address:

Instruction to your Bank or Building Society to pay by Direct Debit
Please pay American Express Services Europe 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 American Express Services Europe Limited and, if so, details will be passed electronically to my Bank/Building Society. Banks and Building Societies may not accept Direct Debit Instructions from some types of account.

Applicant's signature

6. Company Authorisation

Estimated annual spend on air travel:*

(Minimum annual spend of £25,000 required for BTA)

By signing this application we accept the terms and conditions which are included with this application and request that you open a British Airways American Express Business Travel Account. We warrant that the information herein is correct and that we will notify American Express Services Europe Limited ("American Express") of any changes. We authorise American Express to contact our bankers or any other source to obtain any information they require to establish the British Airways Business Travel Account.

We assume responsibility for all Charges incurred by our directors, employees or contractors and for implementing and exercising reasonable measures and controls to ensure that the Account is used only in accordance with the Terms and Conditions. We understand that American Express may decline this application without giving a reason and without entering into any correspondence. The American Express payment policy for this account is payment in full on receipt of the statement and no later than 28 days from statement date.

Authorised signature

Name of
Authorised Person:*

Job Title:*

Address:*

Postcode:*

Country:*

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All fields marked with an * are mandatory and forms cannot be processed without them.

7. Declaration of Company Directors and Owners

American Express Services Europe Limited is required by law to gather the following information about the beneficial ownership of your Company. We will not be able to process your application without it.

Unless your Company (or its parent company) is FSA registered or is listed on a recognised Stock Exchange please complete the details below in full. American Express Services Europe Limited will use the information provided to carry out further identification and verification checks, and reserves the right to request additional information at any time.

Ultimate Beneficial Owners

Please provide the details of all individual beneficial owners (natural persons) owning or controlling more than 25% of the Company's shares or voting rights, even where these interests are held indirectly, e.g. via a Trust or holding company.

Where beneficial ownership structure is complex, a structure diagram should be provided.

Title:*	Mr	Mrs	Ms	Miss	Other															
First Name(s):*																				
Surname:*																				
Home Address:*																				
Country:*																				
Postcode:*																				
Date of Birth:*	D	D	M	M	Y	Y														
Title:*	Mr	Mrs	Ms	Miss	Other															
First Name(s):*																				
Surname:*																				
Home Address:*																				
Country:*																				
Postcode:*																				
Date of Birth:*	D	D	M	M	Y	Y														
Title:*	Mr	Mrs	Ms	Miss	Other															
First Name(s):*																				
Surname:*																				
Home Address:*																				
Country:*																				
Postcode:*																				
Date of Birth:*	D	D	M	M	Y	Y														

Company Directors


Please provide details of two company directors:

Title:*	Mr	Mrs	Ms	Miss	Other															
First Name(s):*																				
Surname:*																				
Home Address:*																				
Country:*																				
Postcode:*																				
Date of Birth:*	D	D	M	M	Y	Y														
Title:*	Mr	Mrs	Ms	Miss	Other															
First Name(s):*																				
Surname:*																				
Home Address:*																				
Country:*																				
Postcode:*																				
Date of Birth:*	D	D	M	M	Y	Y														

American Express Services Europe Limited undertakes not to transfer personal data contained in this application to any third parties, except if required by law or with your prior consent. American Express Services Europe Limited will not sell your data to anyone. The information collected from you will not be used for marketing purposes. Personal data is retained only for so long as is necessary for the above purposes or as required by applicable law.

The information I have given in this Declaration is true and correct. On behalf of the Company and in my capacity as Authorised Representative I confirm that I have the authority of the other persons named in this application to disclose their details to American Express Services Europe Limited and I have informed them that further identification and verification checks may be carried out against them as required. Where the information I have provided constitutes personal information, I understand that such information will be processed in compliance with appropriate data protection legislation. Such personal information shall only be obtained for the purposes stated in this application.

Signed for and on behalf of the above named Company

 D D M M Y Y

Print Name: _____

Company Name: _____

Position in Company: _____

Tel Number: (inc. country & area code) _____

Email Address: _____

British Airways American Express Business Travel Account Terms and Conditions

This Agreement sets out the terms and conditions under which we will provide payment services to the Company in the United Kingdom for the purchase of travel arrangements with designated travel management companies.

1. Definitions

- a. "Account" means the British Airways American Express Business Travel Account(s) established in the Company's name for the purpose of making payments for Travel Arrangements and recording those payment transactions and amounts due to us under this Agreement.
- b. "Affiliate" means any entity that controls, is controlled by, or is under common control with the relevant party, including its subsidiaries.
- c. "Authorised Approver" means the individual(s), named on the Authorised Approver Schedule and notified to a Travel Management Company as being authorised to approve transactions on the Account for the Company.
- d. "Authorised Approver Schedule" means a list of Authorised Approvers set out in writing by the Company and notified to Travel Management Company.
- e. "Charge" means any amount charged to an Account and includes purchases and fees and all other amounts the Company has agreed to pay us or are liable for under this Agreement.
- f. "Company" means the company, firm, partnership or organisation named on the British Airways American Express Business Travel Account Application Form as requesting an Account(s) in its name.
- g. "Directive" means Directive 2007/64/EC of the European Parliament and the Council of 13 November 2007 on the regulation of payment services within the European Economic Area.
- h. "Online Service" means any online service that we make available to the Company in order to review Authorised Approver spending and receive Statements and other data relevant to Accounts.
- i. "Programme" means the British Airways American Express Business Travel Account service operated for the Company in the United Kingdom under this Agreement.
- j. "Programme Administrator" means a person whom the Company notifies to us in writing as its administrator for Accounts and the Programme.
- k. "PSR" means the Payment Services Regulations 2009 (SI 2009/209) which implements the Directive nationally in the United Kingdom.
- l. "Statement" means a summary of Charges and a statement of the amount(s) the Company must pay us under the "Payments" section of this Agreement. A Statement may consist of more than one document.
- m. "Travel Arrangements" means tickets for an air, land or water public conveyance or other travel services provided to Travel Users by Travel Service Providers and services provided to the Company or Travel Users directly by the Travel Booking Provider.
- n. "Travel Booking Provider" means a travel agent, travel management company or other provider of travel booking services designated on the British Airways American Express Business Travel Account Application Form, provided it is certified by us for participation in the Programme.
- o. "Travel Service Provider" means a provider of Travel Arrangements purchased through or directly from a Travel Booking Provider.
- p. "Travel User" means a director, employee or contractor of the Company for whom Travel Arrangements are purchased on an Account.
- q. "We" or "our" and "us" refer to American Express Services Europe Limited or its successors.
- r. "BA" means British Airways PLC.

2. Account Set-Up and Use

- a. The Company is responsible for selecting Authorised Approvers and keeping us and Travel Booking Providers advised of updated Authorised Approver Schedules. We reserve the right at our sole discretion to refuse any request for set-up and use of an Account by a prospective Authorised Approver and to terminate an Authorised Approver without notice to the Company.
- b. The Company represents and warrants that each Authorised Approver is authorised by the Company and able to carry out the terms of this Agreement and to approve Charges on the Company's behalf.
- c. The Company must tell us immediately if the Company suspects that an Account is being used by someone who is not an Authorised Approver or otherwise without its authorisation.
- d. The Company is responsible for implementing and exercising reasonable measures and controls to ensure that Accounts are used only in accordance with this Agreement, with the authority of the Company, by the respective Travel Users or Authorised Approvers and for Company-approved purposes, including without limitation adopting and enforcing policies and procedures to limit and control the use of Accounts; regularly monitoring Account usage; and adopting such measures and facilities as we may make available to the Company to assist in preventing or controlling misuse of Accounts. Examples of such measures and facilities include but are not limited to:
 - i) providing to a Travel Booking Provider in writing from an Authorised Approver an updated list of Travel Users whose Travel Arrangements are approved for booking on an Account within clearly defined parameters, which list may be amended immediately upon notice to the Travel Booking Provider;
 - ii) providing to a Travel Booking Provider clearly defined pre-approval of a booking on an Account in writing from an Authorised Approver;
 - iii) ensuring that user id's and passwords for online tools for booking Travel Arrangements are provided by an Authorised Approver only to Travel Users whose Travel Arrangements are approved or pre-approved by an Authorised Approver for booking on the Account which is accessed by such user id and password and that technical parameters for the use of such user id's and passwords are set in a manner that ensure that only Travel Arrangements which are approved or pre-approved by an Authorised Approver may be booked on such Account;
 - iv) providing updated Authorised Approver Schedules to Travel Booking Providers which may be amended immediately upon notice to the Travel Booking Provider;
 - v) establishing limits on maximum transaction amounts; and
 - vi) utilising any Online Service we make available to monitor Account usage and manage the Programme.If the Company chooses not to implement and exercise such measures and controls, it will be liable

for unauthorised Charges under "Compromises to Accounts" section of this Agreement.

- e. Accounts are only to be used to pay for Travel Arrangements made with a Travel Booking Provider for Travel Users. Charges must not be incurred under this Agreement with any other travel agent, travel management company or travel booking or service provider accepting American Express Cards. If such Charges are incurred, the Company will still be liable for the Charges, subject to the "Compromises to Accounts" section of this Agreement.
 - f. We reserve the right to refuse any application for set-up and use of an Account with, and to refuse transactions with, a prospective Travel Booking Provider that is not certified by us to participate in the Programme. Certification of prospective Travel Booking Providers lies at our sole discretion. We will provide the Company with a list of Travel Booking Providers upon request.
 - g. When a director, employee or contractor of the Company books Travel Arrangements on an Account with a Travel Booking Provider, the Company shall be deemed to agree that the Account will be debited for payment. If the full exact amount of the transaction is not specified at the time a Travel User or Authorised Approver agrees to it, the Company will remain liable for the full amount of the resulting Charge. An Authorised Approver may also verbally consent or confirm its agreement to all or part of a Charge after a Charge has been submitted. Charges cannot be cancelled. The Company is responsible for ensuring that all use of the Account is authorised by the Company by implementing and exercising reasonable measures and controls.
 - h. The Company must not:
 - i) return or cancel Travel Arrangements purchased on an Account for a cash refund;
 - ii) use an Account to obtain foreign exchange advances;
 - iii) use an Account to purchase goods and services for resale;
 - iv) obtain a credit to an Account except by way of a refund for Travel Arrangements previously purchased on the Account;
 - v) use an Account after it has been reported to us or notified to the Company as compromised until such time as we re-issue new Account details (in which case the Company must use the new details) or otherwise confirm that the Company may resume use of the Account;
 - vi) use an Account for an unlawful purpose, including the purchase of goods or services prohibited by the laws of the United Kingdom or any other country where the Account is used to purchase Travel Arrangements; and
 - vii) use an Account after the Company has been notified of its suspension or cancellation or after it expires.
 - i. It is the Company's responsibility to ensure that Authorised Approvers comply with the Company's obligations under this Agreement and that there is no prohibited use of Accounts by its directors, employees and contractors. The Company will be responsible for any prohibited use of Accounts and breaches of this Agreement regardless whether we did not prevent, stop or otherwise exercise controls in respect of the prohibited use or breach.
 - j. In relation to any Charge, the Company's instructions to us for initiating payment to a Travel Service Provider are deemed to be made on the date on which the Company must make payment to us in relation to the Charge in accordance with the "Payment" section of this Agreement. This does not affect the date on which the Travel Service Provider is actually paid (which is agreed separately with the Travel Service Provider), the validity or effectiveness of using Accounts as means of payment with the Travel Service Provider at the time of purchase, or the fact that the Company is obliged to pay us for a transaction once it is authorised by the Company under this Agreement.
- ### 3. Liability
- The Company is liable for payment to us of all Charges.
- ### 4. Account Limits
- a. We reserve the right at our sole discretion to establish limits on the balance of Accounts ("Account Limit"). Account Limits may be established jointly in connection with other accounts or arrangements that the Company or any of its Affiliates may have with us or any of our Affiliates. We reserve the right to change any Account Limit at our sole discretion. We will inform the Company prior to or simultaneously with the establishment of, or change to, an Account Limit.
 - b. The Company agrees to regularly monitor and manage Accounts, including but not limited to implementing internal policies and procedures to monitor and control Authorised Approvers' use of Accounts, to ensure that Account Limits are not exceeded. For the avoidance of doubt, the Company remains liable for all Charges including Charges incurred in excess of any Account Limit.
 - c. We may require transactions to be authorised by us before they are accepted by a Travel Booking Provider or Travel Service Provider. We reserve the right at our sole discretion to decline to authorise or process any transaction on the Account even if the Company has not exceeded the Account Limit. We may decline to authorise a transaction, by way of example only, due to technical difficulties, security concerns, fraud or suspected fraud, an increased possibility of non-payment or other related reasons.
 - d. We reserve the right to ascertain the Company's creditworthiness periodically by obtaining or requesting financial statements and other information about the Company. Upon request, the Company must promptly provide us with copies of its financial information and other information about its business that are reasonably necessary for us or our Affiliates to assess our/their financial risk and comply with our/their legal obligations. Accordingly, we may use and share such information with our Affiliates.
 - e. We reserve the right at our sole discretion and without prior notice to the Company to:
 - i) carry out credit checks with credit reference agencies, who may retain records of such checks, which checks and records may be used (where permitted by applicable law) by us and other firms and organisations in making credit decisions about the Company and for authorising Charges, preventing fraud and tracing debtors, and otherwise to enable us to comply with our legal obligations; and
 - ii) analyse information about Charges for the same purposes.
 - f. We may require the Company to provide us with security in order to avoid having an Account Limit established or decreased or to enable an increase to an Account Limit.

5. Statements and Queries

- a. We will provide Statements or make them available to the Company periodically and at least once a month if there has been any Account activity. Unless otherwise agreed, Statements will be made available to the Company in electronic form online from an Online Service, and the Company will automatically be enrolled in the Online Service. The terms of use for the Online Service are set out below in the "Online Service" section of this Agreement.
- b. The Company must review each Statement for accuracy and completeness promptly upon our providing or making the Statement available. The Company must ensure that we are informed immediately if the Company, a Programme Administrator, an Authorised Approver or a Travel User has a query about any Charge or other amount appearing in a Statement or credit missing from it. The Company may not raise any claims in respect of incorrect or unauthorised Charges or other amounts or missing credits in a Statement after a period of one (1) month from the Statement date and must raise all claims before payment has been made for the Charges. If we request, the Company must promptly provide us with written confirmation of a query.
- c. Unless required by applicable law, we are not responsible for goods or services charged to an Account. Any dispute relating to goods and services charged to an Account must be settled directly with Travel Booking Provider or Travel Service Provider.
- d. Regardless whether queries are raised in relation to a Statement, the Company must settle each Statement in full in accordance with the "Payment" section of this Agreement. Any credits that we may apply in respect of a queried Charge will appear on a Statement for a subsequent billing period.

6. Compromises to Accounts

- a. The Company must notify us immediately if it or any Programme Administrator or Authorised Approver has reason to believe that an Account has been misappropriated or misused for unauthorised or fraudulent transactions or has been otherwise compromised in any way.
- b. The Company will not be liable for Charges to the extent they are not authorised by an Authorised Approver or otherwise by the Company, they are supported by evidence as such, and they are duly queried with us in accordance with the "Statements and Queries" section of this Agreement unless:
 - i) the Company did not comply or ensure compliance with this Agreement by its directors, employees and contractors and such non-compliance was intentional, fraudulent or grossly negligent on the part of the Company or such persons; or
 - ii) the Company, including without limitation any partner, director, employee, contractor, Programme Administrator, Authorised Approver or Travel User, contributed to, was involved in, or benefited from the loss, theft or misuse; and in either case the Company will be liable for the full amount of the unauthorised Charge.
- c. In respect of Charges the Company believes are not authorised by an Authorised Approver or otherwise by the Company, it must cooperate with us, including but not limited to provide us with any declarations, affidavits, copies of official police reports and/or other evidence in the Company's possession or under its control, as reasonably requested. The Company agrees that we may provide information to the relevant governmental authorities.
- d. We may, at our sole discretion, place a temporary credit on the Account in the amount of a queried Charge, credit or other amount while a query regarding the transaction is investigated. Once investigations are complete, we will adjust the Account accordingly.

7. Suspension

- a. We may immediately stop the Company or any Authorised Approver from using any Account for reasons related to the security of the Account, if we suspect unauthorised and/or fraudulent use, or if we believe the Company may not be able to pay us in full and on time for amounts due to us under this Agreement and/or other related reasons. In these cases we may notify the Company beforehand or immediately afterwards, and we may, at our sole discretion, provide the Company with the reasons for our decision.
- b. For the avoidance of doubt, this Agreement will continue in effect notwithstanding the suspension of an Account, and the Company will remain liable for all Charges incurred prior to suspension or authorised by an Authorised Approver or otherwise by the Company during suspension.
- c. We may require the Company to provide us with security in order to continue providing the Programme.

8. Limitation of Our Liability

- a. We will not be responsible or liable to the Company for any loss or damage arising in relation to:
 - i) delay or failure by a Travel Booking Provider or a Travel Service Provider to accept Account details for the purchase of Travel Arrangements, the imposition by the Travel Booking Provider or a Travel Service Provider of conditions on the use of an Account or the manner of the Travel Booking Provider's or a Travel Service Provider's acceptance or non-acceptance of Account details;
 - ii) Travel Arrangements charged to an Account, including any dispute with the Travel Booking Provider or a Travel Service Provider about Travel Arrangements or any failure to provide them;
 - iii) failure to carry out our obligations under this Agreement if that failure is caused by a third party or because of a force majeure event such as a systems failure, data processing failure, industrial dispute or other action outside our control; or
 - iv) our declining to authorise any transaction on an Account.
- b. We will not be responsible or liable to the Company under any circumstances for loss of profits or any incidental, indirect, consequential, punitive or special damages.
- c. Nothing in this Agreement shall exclude or seek to exclude any liability to the extent such exclusion would contravene applicable law.

9. Communications with the Company

- a. We may provide Statements, notices (which includes changes to this Agreement), disclosures and other communications to the Company ("Communications") by post or e-mail or by making these available via the Online Service (or through links on web pages accessible via the service).
- b. We may communicate with the Company through a Programme Administrator, in which case a Communication to a Programme Administrator regarding any Account or this Agreement will be deemed to be a Communication from us to the Company.
- c. We may rely on communications from a Programme Administrator as communications from the Company. We may treat as a request of the Company for action on an Account, including without limitation, transaction approvals and requests for Account set-up, any request that is submitted to us

from a Programme Administrator via email or Online Service. The Company must keep us currently advised of its and its Programme Administrators' names, email addresses, postal mailing addresses and phone numbers and other contact details for delivering Communications under this Agreement.

- d. If we have been unable to deliver any Communication, or a Communication has been returned after attempting to send it via an address or phone number previously advised to us, we will consider the Company in material breach of this Agreement and we may stop attempting to send Communications to the Company until we receive accurate contact information. Our action or inaction does not limit the Company's obligations under this Agreement.
- e. All electronic Communications that we provide including Statements will be deemed to be received on the day that we send the notification by e-mail or post the Communication online even if the Company does not access the Communication on that day.
- f. The Company must inform us of any changes to other information previously provided to us. The Company must give us any additional information and support documentation relevant to any Account that we request or as required by applicable law.

10. Online Service

- a. The Company must ensure that access to the Online Service is restricted only to Programme Administrators and those Authorised Approvers and Company managers whom the Company sees fit to have access and that such persons access the Online Service only via our web site as notified to the Company from time to time, using the assigned user id and password ("Security Information"). The Company must implement and exercise reasonable measures and controls to ensure that only such persons access the Online Service.
- b. We reserve the right to charge fees and establish additional terms and conditions for use of and access to the Online Service.
- c. The Company is responsible for obtaining and maintaining its own compatible computer system, software, and communications lines required by it to properly access the Online Service. We have no responsibility or liability in respect of the Company's software or equipment.
- d. The Company is responsible for all telecommunications and similar charges incurred by it in gaining access to and using the Online Service.
- e. We may alter the facilities available under the Online Service at any time. We will inform the Company of these changes and any corresponding changes to the Online Service terms of use in accordance with the "Changes" section of this Agreement.
- f. The Security Information is confidential to the respective Programme Administrator, Authorised Approver or Company manager. The Company must ensure that the Security Information is not shared with any other person or recorded in an insecure location accessible to anyone else. We are not responsible for any misuse of the Online Service by the Company, its Programme Administrator(s), Authorised Approver(s), Company manager(s) or anyone else, nor for disclosure of confidential information by us where the Company has failed to maintain the security of the Security Information.
- g. We may terminate, withdraw, modify or suspend the use of the Online Service at any time. Except where security requires it or in circumstances beyond our control, or in the event of fraud or breach of these terms of use for the Online Service, we will give the Company prior notice of our withdrawal or suspension of the Online Service in accordance with the "Changes" section of this Agreement.
- h. We will not be responsible in the event any information provided via the Online Service is not available or inaccurately displayed due to systems failure, interruptions in the communications systems or other reasons outside our control.
- i. Any failure by the Company to access Statements for any reason whatsoever shall not affect its obligations under the "Payment" section of this Agreement. For the avoidance of doubt, it is the responsibility of the Company to contact us by alternative means to obtain the relevant information in the event the Company cannot access Statements.

11. Charges in Foreign Currency

- a. If an Authorised Approver makes a Charge in a currency other than Pounds Sterling, that Charge will be converted into Pounds Sterling. The conversion will take place on the date the Charge is processed by us, which may not be the same date on which the Authorised Approver made the Charge as it depends on when the Charge was submitted to us. If the Charge is not in U.S. dollars, the conversion will be made through U.S. dollars, by converting the Charge amount into U.S. dollars and then by converting the U.S. dollar amount into Pounds Sterling. If the Charge is in U.S. dollars, it will be converted directly into Pounds Sterling.
- b. Unless a specific rate is required by applicable law, the Company understands and agrees that the American Express treasury system will use conversion rates based on interbank rates that it selects from customary industry sources on the business day prior to the processing date ("Reference Exchange Rate"), increased once by 2.99% or as otherwise disclosed by us. If Charges are converted by third parties prior to being submitted to us, any conversions made by those third parties will be at rates and may include a commission selected by them.
- c. The Reference Exchange Rate is set daily. Any changes in the Reference Exchange Rate will be applied immediately and without notice to the Company. Please note that the rate charged is not necessarily the rate available on the date of the Authorised Approver's transaction as the rate applicable is determined by the date on which the Travel Booking Provider submits a Charge to us which may not be the date on which the Authorised Approver authorises the transaction. Fluctuations can be significant. The Company may contact us by telephone or email to obtain the Reference Exchange Rate.

12. Payment

- a. All Charges are due for payment to us by the Company in full within twenty-eight (28) days after we provide the relevant Statement or make it available to the Company. Failure to pay on time and in full is a material breach of this Agreement.
- b. The billing currency of each Account is Pounds Sterling. The Company must pay us in the billing currency.
- c. Payments will be credited to the relevant Account when received, cleared and processed. The time for payments to reach us for clearing and processing depends on the payment method, system and provider used to make payment to us. The Company must allow sufficient time for us to receive, clear and process payments by the due date taking into account weekends and public holidays, when we and/or the Company's or our payment service provider may not be open for business.

- d. We may, at our discretion, accept late or partial payment described as being payment in full or payment in settlement of a dispute but in so doing we do not lose or consent to vary any of our rights under this Agreement or under the law.
- e. We may charge the Company a late payment fee equal to 2% of all outstanding sums which are unpaid twenty-eight (28) days from the Statement date with effect from that date and every thirty (30) days thereafter for so long as they remain outstanding.
- f. We may charge the Company with our full costs incurred in respect of any cheque sent to us by the Company or its representative that is not honoured for its full amount and in respect of any referral of any amount outstanding on any Account to a third party collector (including without limitation a firm of solicitors).

13. Right to Change Fees and Commissions

We reserve the right at our sole discretion to change the circumstances in which any of the fees on Accounts are charged and the amount of those fees or to introduce new fees or commissions. We will provide notice of any change in accordance with the "Changes" section of this Agreement.

14. Recurring Charges

- a. The Company may authorise a Travel Booking Provider to bill an Account at regular intervals for Travel Arrangements involving regular charges over time ("Recurring Charges").
- b. In order to avoid potential disruption of Recurring Charges and the provision of Travel Arrangements, it is always the Company's responsibility to contact the Travel Booking Provider in order to provide replacement Account details or to stop the recurring Charges whenever Account details have been changed or an Account has been cancelled for any reason. The Company is responsible for any Recurring Charges that may continue to be charged to an Account after it has been cancelled or replaced or after this Agreement has been terminated or expires. We do not provide replacement Account information to the Travel Booking Provider or Travel Service Providers; nor do we inform them of the cancellation of the Account or termination or expiry of this Agreement.
- c. To stop Recurring Charges being billed to an Account, the Company must have the right to do so by law or under its arrangement with a Travel Booking Provider and the Company must advise the Travel Booking Provider in writing or in another way permitted by the Travel Booking Provider.

15. Cancellation and Termination

- a. The Company may terminate this Agreement or cancel an Account at any time on thirty (30) days written notice to us and provided that the Company pays off all amounts owing on the Account(s) and stops all use of the Account(s). We will only close Accounts when the Company has paid off all amounts the Company owes us. All fees continue to accrue if outstanding balances exist on a cancelled Account.
- b. We may terminate this Agreement or cancel any Account by giving the Company thirty (30) days' written notice. We may terminate this Agreement or cancel any Account immediately upon notice to the Company in the event of the Company's material breach of this Agreement or in the event that we deem levels of fraud or credit risk on the Account(s) to be unacceptable to us. If we take such action, the Company must pay all amounts owing on the Account(s).
- c. If this Agreement is terminated for any reason, the Company must pay us immediately for all outstanding Charges and any other amounts the Company owes us under all Accounts or otherwise under this Agreement, including unbilled Charges that may not be shown on the last Statement. We will only close Accounts when the Company has paid off all amounts it owes to us.
- d. The Company remains liable for all Travel Arrangements issued and Charges incurred up to and including the date of cancellation or expiry of the Account.
- e. The Company's liability under this section survives termination of this Agreement.

16. Confidentiality

- a. Both parties undertake during the term of this Agreement and after its termination or expiry to keep confidential all information concerning each other's business and each other's clients which may come into either party's possession as a result of this Agreement and the terms under which the Programme is provided including the terms of this Agreement ("Confidential Information") and not to disclose any Confidential Information to any third party except as necessary for the performance of this Agreement.
- b. Any Confidential Information may be used by either party for any purpose or disclosed to any person to the extent that it is public knowledge at the time of disclosure through no fault of either party or to the extent that the disclosing party is required to disclose the Confidential Information pursuant to unambiguous requirements of applicable law or a legally binding order of a court or governmental or other authority or regulatory body.
- c. We may transfer any Confidential Information we hold regarding the Company or any Account to our Affiliates and licensees, including our and their processors and suppliers, in order to support the operation of the American Express Card network worldwide.
- d. We reserve the right at our sole discretion to provide information regarding the Company and any Account and payment history to credit reference agencies.

17. Data Protection

- a. Notwithstanding the provisions of the "Confidentiality" section of this Agreement, the Company understands and agrees that we will:
 - i) disclose information about the Company, its directors, employees, contractors, Programme Administrators and Travel Users, to the extent necessary to operate the Programme, to computerised reservation systems, to Travel Booking Providers and Travel Service Providers, to our Affiliates (and their appointed representatives and licensees), to BA, its parent company and any subsidiaries of BA or its parent company and receive such information from these parties for the operation by us of the Programme;
 - ii) disclose information about the Company's, its directors', employees', contractors', Programme Administrators' and Travel Users' use of the Programme to the Company's bank or the payment systems organisations selected by the Company to the extent necessary to permit the invoicing of and payment for the Programme;
 - iii) use, process, and analyse information about how the Company, its directors, employees, contractors, Programme Administrators and Travel Users use the Programme to develop reports that may enable the Company to maintain effective travel policies and procedures. The information used to

develop these reports may be obtained from specified sources such as computerised reservation systems, airlines and other suppliers of travel and travel-related services and from our and our Affiliates' appointed representatives, licensees, agents and suppliers. We use advanced technology and well-defined employee practices to help ensure that the Company's and its directors', employees', contractors', Programme Administrators' and Travel Users' information is processed promptly, accurately and in confidence. We will treat these reports as Confidential Information of the Company under the "Confidentiality" section of this Agreement and reserve the right to destroy any copies we may have of these reports at any time;

- iv) keep information about the Company and its directors, employees, contractors, Programme Administrators and Travel Users only for so long as is appropriate for the purposes of this Agreement or as required by applicable law; and
 - v) undertake all the above both within and outside the European Union ("EU"). This includes processing the Company's and its employees', directors', contractors', Programme Administrators' and Travel Users' information in the United States of America and other countries outside the EU in which data protection laws are not as comprehensive as in the EU. We undertake that we have taken and will always take appropriate steps to ensure that the Company and its directors', employees', contractors', Programme Administrators' and Travel Users' information will have the same protection in the United States of America and the other countries outside the EU as such information would have within the EU;
 - vi) transfer data about the Company and its administrator(s) to BA, to enable BA to process the Company's application for membership of BA's OnBusiness Programme.
- b. The Company must obtain the unambiguous and informed consent of all Programme Administrators and Travel Users and other directors, employees and contractors to the use of their personal data as set out above except where these persons have already provided their consent directly to us, for example through consents on forms they may execute and submit to us in connection with the Programme.

18. Representations, Warranties and Undertakings

- a. The Company represents, warrants and undertakes that its and all Programme Administrators' and Authorised Approvers' use of Accounts, the Programme and the Online Service does not and will not conflict with or cause the Company or any such person to breach:
 - i) the terms of any other agreement to which the Company is a party;
 - ii) the rules, by-laws or equivalent of any body or association to which the Company belongs;
 - iii) the terms of any permit or licence issued to the Company; nor
 - iv) applicable law or regulations.
- b. The Company further represents, warrants and undertakes that:
 - i) the Company, including all Authorised Approvers, will use Accounts only for the Company's business purposes; and
 - ii) the Company is not a microenterprise according to the definition referenced in the Directive and the PSR.

19. Set Off

Where the Company is under any obligation to us or any of our Affiliates under a separate agreement, we will be entitled to set off an amount equal to the amount of such obligation against amounts owed by us to the Company under this Agreement.

20. No Waiver

If we fail to exercise any of our rights under this Agreement, this will not be a waiver of our rights and will not prevent us from exercising them later.

21. Severability

If any provision of this Agreement conflicts with any applicable law or regulation, that provision will be deemed to be modified or deleted so as to be consistent with applicable law or regulation in a manner closest to the intent of the original provision of this Agreement. Modifications under this provision will not affect the parties' obligations under this Agreement, which will continue as modified.

22. Assignment of Claims to Us

- a. Although we may have no obligation to do so, if we credit an Account in relation to a claim against a third party such as a Travel Booking Provider or Travel Service Provider, the Company shall automatically be deemed to have assigned and transferred to us any related rights and claims (excluding tort claims) that it has, had or may have against any third party for an amount equal to the amount we credited to the Account.
- b. After we credit an Account, the Company may not pursue any claim against or reimbursement from any third party for the amount that we credited to the Account.
- c. The Company must cooperate with us if we decide to pursue a third party for the amount credited. Co-operation includes signing any documents and providing any information that we require. Crediting an Account on any occasion does not obligate us to do so again.

23. Assignment of this Agreement

- a. We may assign, transfer, sub-contract or sell our rights, benefits or obligations under this Agreement at any time to any of our Affiliates or to an unaffiliated third party and the Company consents to this without us having to notify the Company.
- b. If we do so, or intend to do so, we may give information about the Company and any Account, including confidential information about the Company, any Account or this Agreement, to the relevant third party or Affiliate.
- c. The Company may not assign, charge or otherwise transfer or purport to assign, charge or otherwise transfer its rights or obligations under this Agreement or any interest in this Agreement, without our prior written consent, and any purported assignment, charge or transfer in violation of this section shall be void.

24. Third Parties

This Agreement shall be for the benefit of and binding upon both us and the Company (and our and the Company's respective successors and assigns). A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999.

25. Changes

We may change the terms of this Agreement at any time by giving thirty (30) days' prior notice to the Company. We will consider the Company to have accepted the notified changes if the Company keeps or uses any Account thereafter.

26. BA's On Business Programme

- a. If you become a member of BA's On Business Programme you will benefit from 50% incremental On Business Points on all qualifying BA fares billed to the Account. These incremental Points are not awarded on special promotions run by BA from time to time and may not be combined with any other offer.
- b. On receipt of notice by us from BA that you have left BA's On Business Programme you acknowledge that:
 - i) within 30 days BA shall cease to offer you the functionality which allowed you to earn On Business Points; and
 - ii) we may offer you (A) our proprietary Business Travel Account, on the terms and conditions therefore; or (B) if you have left the On Business Programme and are transferring to a rebate agreement with BA, we and BA may, subject to any existing contractual constraints, offer you any available alternative company value proposition developed jointly by us and BA.

27. Applicable Law and Jurisdiction

- a. This Agreement and any contractual or non-contractual obligations arising out of or in relation to this Agreement shall be governed by and construed in accordance with the laws of England and Wales. The courts of England will have exclusive jurisdiction over all disputes arising out of or in relation to this Agreement and each party waives any objection which it may have at any time to the laying of venue of any proceedings brought in any such court and agrees not to claim that such proceedings have been brought in an inconvenient forum or that such court does not have jurisdiction over it. For the avoidance of doubt we may conduct collection proceedings in any jurisdiction in which the Company or an Authorised Approver may be present or resident.

- b. The Company acknowledges that it is not a consumer and will use Accounts solely for business purposes and agrees that, to the fullest extent permitted by applicable law, provisions of law that may otherwise be deemed applicable to this Agreement but that may be disappplied or applied differently to non-consumers under this Agreement will be so disappplied or applied differently, including without limitation, all provisions in Part 5 of the PSR and all provisions referred to in regulation 51(3) of the PSR.

28. Taxes, Duties and Exchange Control

- a. The Company is responsible for ensuring compliance with all exchange control regulations and other applicable laws and regulations if they apply to any use of an Account or any transactions between us and the Company under this Agreement.
- b. The Company must pay any government tax, duty or other amount imposed by applicable law in respect of any Charge or use of an Account.

29. Entire Agreement

- a. These terms and conditions for the Programme and the British Airways American Express Business Travel Account Application Form constitute the entire Agreement between us and the Company regarding the Programme and all prior representations, agreements and understandings are hereby excluded.
- b. In the event that this Agreement is entered into pursuant to a broader master agreement between the Company (or any of its Affiliates) and us (or any of our Affiliates) covering the operation of a British Airways American Express Business Travel Account by us or any of our Affiliates in countries other than the United Kingdom, this Agreement shall take precedence provided, however, that we may apply different terms to those set out in this Agreement to the extent that we are committed or permitted to apply such terms under the master agreement.

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 American Express Services Europe Ltd will notify you five working days in advance of your account being debited or as otherwise agreed. If you request American Express Services Europe Ltd 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 American Express Services Europe Ltd 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 American Express Services Europe Ltd 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.