

Inntel Supplier Terms and Conditions

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Contents

This document is structured as follows:

- **Part A** – Hotel, Venue and Accommodation Suppliers: All Bookings (applies to all accommodation, M&E and group bookings)
- **Part B** – Meetings, Events and Group Bookings (additional requirements on top of Part A, for M&E and group bookings only)
- **Part C** – General Terms (applies to all Suppliers and all bookings)
- **Part D** – Travel Providers (applies to airlines, rail operators, ground transport, transfers and car hire)

If you are a hotel or venue supplier handling accommodation-only bookings, read Parts A and C. If you also handle meetings, events or group bookings, also read Part B. If you are a travel provider, read Parts C and D.

Parties

These Terms and Conditions are between:

- **INTEL LIMITED** (company number 2287518), whose registered office is at Inntel House, Threshelfords Business Park, Inworth Road, Feering, Essex, CO5 9SE ("Inntel"); and
- **THE SUPPLIER** being any hotel, venue, third party, airline, rail operator, car hire company, ground transportation provider, transfer operator or other travel service provider with whom Inntel makes an enquiry or booking on behalf of a client ("the Supplier").

Background

Inntel provides its clients with meetings, events and travel management services. As part of this service, Inntel may make enquiries with, or book, the Supplier's accommodation, meeting, conference or other space or services, or travel services including flights, rail, ground transport and transfers. These Terms and Conditions govern the relationship between Inntel and the Supplier and do not create any contractual relationship between the Client and the Supplier, save as may exist under the Supplier's own applicable terms of carriage or booking conditions. These Terms and Conditions are structured in four parts. Parts A, B and C apply to hotel, venue and accommodation suppliers. Part D applies to travel providers. Part C (General Terms) applies to all Suppliers. By accepting an enquiry or booking from Inntel, the Supplier is deemed to have read, understood and accepted these Terms and Conditions. Inntel is a member of beam (the Hotel Booking Agents Association, trading as beam) and operates in accordance with the beam Industry Code of Practice 2026 ("the beam Code"). By accepting bookings from Inntel, hotel and venue Suppliers are expected to be familiar with and operate consistently with the principles of the beam Code. A copy is available at www.beam-org.uk. Where any conflict arises between the beam Code and these Terms and Conditions, these Terms and Conditions shall take precedence.

Compliance and Ethics – All Suppliers

The following compliance obligations apply to all Suppliers, regardless of type. Inntel expects all Suppliers to adhere to all applicable legislation and regulations. Where a Supplier operates outside the United Kingdom, local equivalent legislation should be applied in place of or in addition to the UK statutes listed below:

- Modern Slavery Act 2015
- UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018
- Bribery Act 2010
- Environmental Protection Act 1990

- Equality Act 2010
- Health and Safety at Work Act 1974 and all associated regulations (or local equivalent where operating outside the UK)

Suppliers must also have procedures in place and be able to provide documentation upon request covering: Corporate Social Responsibility (CSR) policy; General Environmental Policy and Waste Reduction strategy; and Anti-Bribery and Corruption policy.

Part A – Hotel, Venue and Accommodation Suppliers: All Bookings

The provisions in Part A apply to all bookings placed by Inntel with hotel, venue and accommodation suppliers, including accommodation, meetings, events and group bookings.

A1. Bookings

A1.1 Rate Guarantee

The Supplier guarantees to honour the rates confirmed at the time of booking, whether negotiated or non-negotiated, and to provide facilities to a standard of quality reasonably expected of a venue of its grading. Once confirmation of a booking has been issued, no amendment to the booked rate, commissionable status or extension of stay is permitted unless authorised by Inntel by means of an official amendment confirmation.

A1.2 Rate Parity and Duplicate Bookings

The Supplier shall at all times apply the best available rate at the time of booking to all Inntel reservations, ensuring rate and terms parity with all other booking channels. Should any booking be identified as a potential duplicate, it is the Supplier's responsibility to contact Inntel and clarify the booking status. Inntel will not be held liable for any costs arising from the Supplier's failure to follow this process.

A1.3 Insurance and Safety Requirements

It is a condition of booking that the Supplier holds the following and can share these if requested by either Inntel or its clients:

- Appropriate Public Liability Insurance
- Appropriate and current risk assessments
- Appropriate emergency procedures for guests with accessibility needs

If any of the above are not in place, the Supplier must contact Inntel immediately. It is also a condition of booking that a venue representative will advise the contact on the day of fire evacuation procedures, prior to the start of any event.

A1.4 Out-Booking

The Supplier will not book out an Inntel client except in extreme circumstances. In such cases the Supplier will:

- Advise Inntel as soon as practicable, and prior to taking action where possible.
- Accept full responsibility for the out-booking and absolve Inntel of such responsibility.
- Book the client into an alternative venue or property in close proximity of at least equivalent standard, with all original billing arrangements honoured.

- Pay any difference in cost between the originally confirmed costs and those charged by the alternative venue.
- Arrange and pay for appropriate transport to and from the alternative venue if requested by the client.
- Agree with Inntel the contents of any written communication to the client regarding the out-booking.
- Ensure Inntel's commission is paid on the full commissionable value as originally booked. If the alternative venue cannot provide the same commission, the out-booking Supplier must make up the difference.
- In cases of force majeure, both parties should refer to the relevant booking contract.

A2. Payment

A2.1 Invoicing

Correct invoices and supporting dockets must be received by Inntel within 5 working days of departure for swift payment. Inntel's clients require correct invoices and dockets within 3 months of departure to guarantee payment. Invoices not received within 90 days of departure are at risk of non-payment. Where the Supplier is VAT registered, a full VAT invoice must be supplied to Inntel.

A2.2 Billing Instructions

The Supplier must ensure all relevant personnel follow the account instructions provided per booking. Where Inntel specifies items to be charged to Inntel's account, guests must not be asked for payment on departure in respect of those items.

A2.3 Additional Charges and Signed Dockets

All extra items requested on the day must be signed for by an authorised client representative. Signed dockets must be legible and forwarded to the Supplier's finance team to accompany the final invoice to Inntel.

Signed dockets must be sent for any additional costs incurred on site. No signed dockets – No payment. Clients require evidence of all charges to maintain their spend audit trail.

A2.4 Disputed Invoices

Undisputed amounts on a queried invoice will be paid within 30 days of receipt in the normal way. Where Inntel disputes specific line item(s), those disputed amounts will be held pending resolution, and Inntel will notify the Supplier in writing (including by email) of the disputed amount(s) within 30 days of receipt of the invoice. Once the dispute is resolved, agreed amounts shall be payable within 30 days of that agreement. Failure to adhere to the above terms may result in delayed payment.

A2.5 Billback and Disclosed Agency

Inntel operates a billback service for its clients and in doing so acts as a disclosed agent in the transaction. As a disclosed agent acting on behalf of its clients, Inntel is seeking credit on behalf of the Client. Inntel will be responsible for the collection of monies in such a timeframe as to allow payment to the Supplier within 30 days of receipt of a correct Supplier invoice, unless otherwise agreed in writing (including by email). In this circumstance the Supplier will be asked to invoice the Client care of Inntel. Clear instructions will be issued detailing items for inclusion in the invoice and those additional items which must be paid for on departure by the guest. Only those charges confirmed by the Inntel booking confirmation may be billed back to Inntel; all other charges are to be paid by the guest on departure.

A2.6 Commission on Billback

Where Inntel acts as a disclosed agent, commission will not be offset against monies owed to the Supplier on billback unless the Supplier fails to pay commissions within agreed timeframes. Inntel reserves the right to charge a £7.50 per invoice administration fee at the point a contra is required.

A2.7 Charge Card Usage

Where an Inntel charge card or virtual credit card (VCC) is used to pay a guest's bill or a no-show charge, the following conditions apply. A receipt confirming the transaction must be provided to Inntel as soon as the charge is processed, and no later than within 24 hours:

- A full VAT invoice must be sent to Inntel within 5 working days of the charge being processed, detailing the Inntel booking reference and other agreed details.
- Only those charges confirmed by the booking confirmation must be charged to the card. All other charges are to be paid by the guest. The guest has no authority to authorise any other charges (including extension of stay) to the Inntel charge card unless the Supplier has received confirmation from Inntel.
- Under no circumstances may the Inntel charge card be used for guests other than those named in the Inntel confirmation.
- The Supplier agrees to refund within 24 hours of notification by Inntel any charges made that are not in accordance with the booking confirmation. At Inntel's discretion, a charge of £5 per day may be applied for delays beyond this 24-hour period.
- Unless specified in the booking confirmation, Inntel charge card details must not be passed to any third party.
- All users of the Inntel charge card must comply with PCI DSS v4.0, as published by the PCI Security Standards Council (www.pcisecuritystandards.org).

A3. Commission

A3.1 Commission Rates

The Supplier shall pay commission to Inntel on all confirmed bookings or applicable cancellation charges. Unless otherwise agreed in writing (including by email), the standard commission rates are:

- **UK:** 10% inclusive of VAT, calculated on the rate inclusive of VAT
- **Overseas:** 10% (exclusive of local taxes unless otherwise agreed)

A3.2 Commissionable Items

Commission shall be paid on accommodation; room hire; delegate rates (whether day or 24-hour rates); pre-booked (i.e. prior to arrival) food and beverage; and all other commissionable elements of meetings, events and group bookings as agreed between the parties. Commission is payable irrespective of the booking channel used (GDS, CRO, direct at property, allocation or central booking systems) where Inntel has originated the booking. For the specific commissionable elements applicable to M&E bookings, see also clause B3.

A3.3 Deduction of Commission at Source

Where mutually agreed in writing (including by email) by both parties, Inntel may deduct commission at source from monies payable to the Supplier under a billback arrangement. Where commission is deducted at source, Inntel will provide the Supplier with a copy of the relevant commission invoice(s) for reconciliation purposes in accordance with HMRC requirements. Any adjustment required for commission that has been incorrectly contra'd will be resolved without delay.

A3.4 Payment of Commission

Commission payments must be received by Inntel no later than 30 days after the event or booking has taken place. For Suppliers who pay through a third-party payment agency, payment must be received by Inntel within 30 days of the departure date. The Supplier shall not withhold commission payments in relation to any Inntel client payment disputes.

A3.5 Non-Payment Notification

Where commission for a booking is legitimately not payable (e.g. a no-show where no charge is being made), Inntel must be notified within 24 hours of the guest's departure date so that the Supplier's account can be updated.

A4. Cancellations and No-Shows

A4.1 Commission on Cancellation and No-Show Charges

For the avoidance of doubt, commission is also due on any monies collected as a result of cancellation charges, no-shows and short stays. Any deductions of commission due to no-shows or short stays must be agreed in writing (including by email) with Inntel.

A4.2 No-Show Procedure

In the event of a client no-show in relation to a guaranteed reservation, the Supplier must contact Inntel immediately before applying any no-show charge. The Supplier shall provide Inntel with written confirmation (including by email) of the no-show charge applied and the basis for it.

A4.3 Client Liability for Charges

All legitimate charges made by the Supplier in relation to bookings are the responsibility of the Client. Whilst Inntel acknowledges a responsibility to ensure both parties are aware of such liabilities, the Supplier must ensure the Client is aware of its obligations – for example, by issuing its own terms and conditions once Inntel has issued confirmation. If the Client fails to pay charges due to the Supplier, Inntel does not accept liability for any outstanding amounts.

Part B – Meetings, Events and Group Bookings

Part B sets out additional requirements that apply specifically to meetings, events and group bookings, including conferences and group accommodation blocks. These requirements work alongside Part A – both parts apply to M&E and group bookings. Where a requirement in Part B differs from or adds to Part A for this type of booking, the Part B requirement applies.

B1. Enquiry Handling and Option Holding

B1.1 First Option

Upon receiving an enquiry where space is available, the Supplier will provide Inntel with a provisional booking on a first-option basis for the period stated. The Supplier cannot release this space without prior consultation with Inntel during the agreed option period. Where a venue operates joint option policies – meaning the same space may be held provisionally for more than one party simultaneously – this must be declared to Inntel at the point of enquiry. In all cases the Supplier must notify Inntel before any provisionally held space is released to another party.

B1.2 Second and Subsequent Options

When requesting to hold meeting space, Inntel will support the options policy by proposing second and subsequent options to clients where appropriate and will liaise with the Supplier to track progress and report on conversion.

B1.3 Declining an Enquiry

Where the Supplier declines a brief – whether due to lack of availability, a tactical or strategic decision, or any other reason – the Supplier will communicate that reason clearly, in a manner consistent with how it would communicate such reasons to a direct client.

B1.4 Amendments to Provisional Bookings

The Supplier shall not amend or cancel a provisional booking prior to the agreed option date or deadline without agreement from Intel.

B1.5 Transparency

At the outset of any enquiry, information which may materially impact the booking or event – such as restrictions, renovations, known capacity changes or conflicting events – should be shared by the Supplier with Intel as soon as it is known.

B2. Resales and Cancellation Charges

B2.1 Resale Obligation

In the event of a confirmed meetings, events or group booking being cancelled within the cancellation charge period, the Supplier will work honestly and diligently to resell the space and mitigate costs for Intel and the Client. In line with beam Code of Practice best practice (beam Code Section 4b.12), the following principles apply:

- Where the Supplier successfully resells the cancelled space at the same or higher rate than that originally contracted, the cancellation charge shall be waived in full.
- Where the Supplier resells the cancelled space at a lower rate than that originally contracted, the cancellation charge payable shall be reduced to the difference between the original contracted value and the achieved resale value.
- Where the Supplier is unable to resell the cancelled space, the originally agreed cancellation terms shall apply.

B2.2 Out-Booking for Meetings and Events

The out-booking provisions in clause A1.4 apply to meetings and events. In addition, for M&E out-bookings specifically, the Supplier and Intel will mutually agree who will manage the process of finding and confirming a replacement venue. The value of the out-booked business shall be included towards any applicable commercial agreement between Intel and the out-booking Supplier, and Intel is not entitled to claim commission from both the out-booking Supplier and the replacement venue.

B3. Commission on Meetings, Events and Group Bookings

B3.1 Commissionable Elements

Commission is payable on all confirmed M&E and group bookings on the rates set out in clause A3.1. The specific elements on which commission is payable will vary by booking and should be confirmed with Intel at the point of enquiry. As a guide, commission is typically payable on:

- Room hire
- Day delegate rates and 24-hour delegate rates

- Overnight accommodation within a group or event booking
- Pre-booked food and beverage (i.e. agreed prior to the event date)

B3.2 Non-Commissionable Elements

Unless otherwise agreed in writing (including by email), commission is not typically payable on audio-visual equipment hire; on-the-day or ad hoc food and beverage not pre-booked; car parking; telephone and internet charges; or any third-party costs passed through at cost.

B3.3 Cancellation Commission

Commission is due on any cancellation charges collected in relation to M&E or group bookings, in accordance with clause A4.1 and the resale provisions in clause B2.1.

Part C – General Terms

The provisions in Part C apply to all Suppliers and all bookings, in conjunction with Parts A and B (for hotel and venue suppliers) or Part D (for travel providers) as applicable.

C1. Confidentiality and Data Protection

C1.1 Confidentiality

Each party shall maintain as confidential and shall not use or disclose to any third party any confidential information derived from the other party without the consent of the disclosing party, except where such use or disclosure is reasonably necessary for the proper performance of the services. This obligation shall survive termination of any booking or agreement between the parties.

The Supplier agrees not to contact the Client directly for marketing purposes unless written permission has been obtained from Inntel. This includes any post-event follow-up that results in repeat business being secured directly with the Supplier rather than via Inntel.

C1.2 Data Protection Compliance

Each party shall comply with its obligations under the UK General Data Protection Regulation (UK GDPR), the Data Protection Act 2018 and any other applicable data protection legislation (together, "Data Protection Law") in respect of any personal data processed in connection with these Terms and Conditions.

C1.3 Processing of Personal Data

Where either party shares personal data with the other in connection with a booking, such data shall be used only for the purposes of fulfilling that booking and shall not be retained for longer than necessary. The Supplier shall implement appropriate technical and organisational measures to protect personal data against unauthorised or unlawful processing and against accidental loss, destruction or damage.

C1.4 Data Breach Notification

The Supplier shall notify Inntel without undue delay (and in any event within 24 hours) upon becoming aware of any personal data breach affecting personal data shared by Inntel and shall provide all reasonable assistance to Inntel in investigating and remediating any such breach.

C2. Liability and Force Majeure

C2.1 Inntel's Liability

Inntel will not be liable for any direct or indirect costs incurred by the Supplier in the course of processing a reservation enquiry or booking, nor for any Supplier loss of income or profits as a result of any booking processes adopted by Inntel, save for genuine breach of contractual terms agreed in writing (including by email) with authorised Inntel signatories.

C2.2 Mutual Limitation of Liability

Save in respect of death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other liability which cannot be excluded or limited by law, neither party shall be liable to the other for any indirect, special or consequential loss or damage, loss of profits or loss of business, howsoever arising. Each party's aggregate liability to the other in connection with these Terms and Conditions shall not exceed the total value of the relevant booking(s) giving rise to the claim.

C2.3 Reservations Made in Good Faith

Reservations are made in good faith, but Inntel cannot be held responsible for the failure of the Supplier or the Client to honour reservations wholly or in part. Inntel does not accept liability for any loss or damage of whatever nature relating to a booking and/or the use of the Supplier by the client, howsoever arising.

C2.4 Force Majeure

Neither party shall be in breach of these Terms and Conditions nor liable for any failure or delay in performing its obligations where such failure or delay results from any cause beyond the reasonable control of that party, including but not limited to: acts of God, pandemic or epidemic, fire, flood, earthquake or other natural disaster; war, terrorism or civil unrest; government action or restriction; strike or industrial action; or failure of third-party services essential to performance ("Force Majeure Event"). A party affected by a Force Majeure Event must notify the other party as soon as reasonably practicable and take all reasonable steps to mitigate the effects.

C3. Term and Termination

C3.1 Duration

These Terms and Conditions remain in force until superseded by an updated version, which will be published on Inntel's website. Links in Inntel's booking confirmations and other documentation will direct Suppliers to the current version at all times. Continued acceptance of bookings from Inntel following the publication of an updated version shall constitute acceptance of the revised terms.

C3.2 Termination for Breach

If either party materially breaches these Terms and Conditions, the non-breaching party may give written notice (including by email) requiring remedy of the breach within 14 days. If the breach is not remedied within that period, the non-breaching party may terminate the commercial relationship with immediate effect on written notice (including by email).

C3.3 Accrued Rights

Termination or expiry of these Terms and Conditions shall be without prejudice to any rights or liabilities of either party which have accrued prior to the date of termination or expiry, including any commission payments due.

C4. Governing Law and Dispute Resolution

C4.1 Governing Law

These Terms and Conditions and any dispute or claim arising out of or in connection with them (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.

C4.2 Jurisdiction

Each party irrevocably submits to the exclusive jurisdiction of the courts of England and Wales in respect of any dispute or claim arising out of or in connection with these Terms and Conditions.

C4.3 Dispute Resolution

In the event of any dispute, the parties shall first attempt to resolve the matter through good-faith negotiation. If the dispute cannot be resolved within 30 days of written notice (including by email) by either party, either party may refer the matter to mediation administered by the Centre for Effective Dispute Resolution (CEDR) before commencing litigation. For disputes between beam members, the beam Dispute Resolution Process (beam Code Section 10) may also be invoked.

C5. General Provisions

C5.1 Entire Agreement

These Terms and Conditions, together with any applicable Partner Agreement, constitute the entire agreement between Intel and the Supplier in respect of the matters described herein and supersede all prior agreements, representations or understandings (whether written or oral).

C5.2 Severability

If any provision of these Terms and Conditions is held to be invalid, illegal or unenforceable, the remaining provisions shall continue in full force and effect.

C5.3 Waiver

No failure or delay by either party in exercising any right or remedy shall constitute a waiver. Any waiver must be expressed in writing (including by email) and confirmed by the waiving party.

C5.4 Third Party Rights

These Terms and Conditions do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 for any person who is not a party to them.

C5.5 Notices

Any formal notice under these Terms and Conditions must be in writing, which includes email, and may be delivered by hand, recorded post or email to the other party's registered address or such other address as notified in writing.

Part D – Travel Providers

The provisions in Part D apply to travel providers, being any airline, rail operator, ferry operator, car hire company, ground transportation provider, transfer operator, chauffeur service or other travel service provider. Part C (General Terms) also applies in full to travel providers. Parts A and B do not apply to travel providers unless expressly agreed in writing (including by email).

D1. Bookings and Travel Documentation

D1.1 Booking Confirmation

The Travel Provider shall confirm all bookings in writing (including by email) within the timeframe agreed at the point of enquiry. Confirmations must include booking or reservation reference(s); full itinerary details including departure and arrival times, locations, route and service class or vehicle type; applicable fare, rate or tariff conditions; total price inclusive of all taxes, fees and surcharges; and any applicable terms of carriage or hire.

D1.2 Tickets and Travel Documents

Where tickets or travel documents are required, the Travel Provider shall ensure these are accurate, valid and issued in sufficient time for the traveller to depart without disruption. Specific requirements by mode of transport are:

- **Air:** Tickets must be issued in compliance with IATA ticketing standards and BSP (Billing and Settlement Plan) procedures where applicable. E-tickets must be sent to the traveller and/or Inntel promptly upon issuance.
- **Rail:** Tickets or e-tickets must be issued or made available for collection prior to the date of travel, in accordance with the relevant rail operator's ticketing procedures. Where advance tickets are issued, the Travel Provider must confirm the collection reference or delivery method.
- **Ground transport and transfers:** Booking confirmations must include the vehicle type, pick-up location and time, driver contact details where applicable, and any meet-and-greet instructions. Written confirmation of these details must be sent to Inntel no later than 24 hours before the service is due to commence.
- **Car hire:** Booking vouchers or confirmation references must be issued to the traveller prior to collection, confirming the vehicle category, pick-up location and time, rental duration, included mileage and any applicable excess or insurance terms.

The Travel Provider must notify Inntel immediately of any error, discrepancy or failure in the issuance of tickets or travel documents.

D1.3 Distribution and Rate Parity

Where bookings are made via a Global Distribution System (GDS), online booking tool or third-party booking platform, the Travel Provider warrants that its content, availability and pricing displayed on such platforms is accurate and up to date. The Travel Provider shall not offer preferential rates or availability through direct channels that are not also available through channels used by Inntel, unless agreed in writing (including by email) in advance.

D1.4 Fare, Rate and Tariff Conditions

The Travel Provider shall clearly communicate all applicable conditions at the time of booking, including but not limited to cancellation and amendment penalties; advance purchase requirements; name change or transfer restrictions; luggage allowances and excess charges; fuel surcharges; and any blackout dates or restricted travel periods. Inntel will not accept liability for costs arising from conditions that were not clearly communicated at the time of booking.

D2. Pricing and Payment

D2.1 Rate Guarantee

The Travel Provider guarantees to honour the rates, fares or tariffs confirmed at the time of booking. The Travel Provider shall not apply surcharges, fuel levies, additional fees or price increases after a booking has been confirmed and ticketed or vouched, save where expressly permitted by applicable law or the agreed conditions disclosed at the time of booking.

D2.2 Taxes, Levies and Surcharges

All prices quoted must be inclusive of all mandatory taxes, government levies, airport or station charges, tolls and other obligatory charges applicable at the time of booking. Where a tax, levy or surcharge is introduced or increased by a government or regulatory authority after the time of booking confirmation, the Travel Provider shall notify Inntel as soon as reasonably practicable and the parties will agree in writing (including by email) how any additional costs are handled.

D2.3 Invoicing

All invoices must be submitted to Inntel within 5 working days of the travel or service date. Invoices must clearly state: Inntel's booking reference; the traveller's name; a description of the service provided including route or journey details; the gross price; all applicable taxes and surcharges listed separately; and, where VAT is chargeable, the Travel Provider's VAT registration number. Invoices not submitted within 90 days of the travel or service date may be deemed ineligible for payment.

D2.4 Payment Terms

Inntel's standard payment terms are 30 days from receipt of a correct invoice, unless otherwise agreed in writing (including by email). Where bookings are settled via BSP, RSP, WEX, virtual credit card (VCC) or other agreed payment method, the relevant platforms or agreement's settlement terms shall apply.

D2.5 Virtual Credit Card (VCC) and Charge Card Usage

Where payment is made by virtual credit card (VCC) or an Inntel charge card, the following conditions apply. A receipt confirming the transaction must be provided to Inntel as soon as the charge is processed, and no later than within 24 hours:

- The Travel Provider shall process the card only for the amount, service and traveller(s) specified in the booking confirmation.
- The Travel Provider shall not store VCC or charge card details beyond the period strictly required to process the specific transaction.
- A full VAT invoice must be sent to Inntel within 5 working days of the charge being processed, detailing Inntel's booking reference and other agreed details.
- Under no circumstances may the card be used for travellers, services or amounts other than those named or specified in the Inntel confirmation.
- The Travel Provider agrees to refund within 24 hours of notification by Inntel any charges made that are not in accordance with the booking confirmation.
- Unless specified in the booking confirmation, card details must not be passed to any third party.
- All users of Inntel payment cards must comply with PCI DSS v4.0, as published by the PCI Security Standards Council (www.pcisecuritystandards.org).

D3. Commission

D3.1 Commission Rates and Payment

Where commission is payable, the Travel Provider shall pay commission to Inntel on all confirmed bookings as agreed in writing (including by email) between the parties prior to the placement of any booking. Unless otherwise agreed, commission is payable on the net value of the booking excluding taxes and government levies and must be received by Inntel no later than 30 days following the travel or service date. Commission is due irrespective of the booking channel used where Inntel has originated the booking.

D3.2 Commission on Cancellations and No-Shows

Commission is also payable on any cancellation charges or no-show fees collected by the Travel Provider in accordance with the applicable conditions, unless otherwise agreed in writing (including by email) with Inntel.

D3.3 Disputed Commission

In the event of a disputed commission invoice, the Travel Provider shall pay all undisputed amounts within the stipulated timeframe. The Travel Provider shall have 30 days from the date of Inntel's invoice to raise a dispute in writing (including by email). Once disputed amounts are resolved, agreed sums shall be payable within 30 days of agreement.

D4. Changes, Cancellations and Disruption

D4.1 Service Changes by the Travel Provider

The Travel Provider shall notify Inntel as soon as any significant change to a confirmed booking becomes known. A significant change includes but is not limited to:

- **Air:** Departure time changes of 60 minutes or more, routing changes, airline or aircraft changes, or flight cancellation.
- **Rail:** Timetable changes affecting the booked service, train cancellation, or changes to reserved seating or accommodation.
- **Ground transport and transfers:** Vehicle type changes, driver changes, pick-up time changes of 30 minutes or more, or cancellation of the service.
- **Car hire:** Vehicle category downgrades, location changes, or cancellation of the reservation.

Notification must be given no later than 24 hours prior to the scheduled service where reasonably practicable. A significant change entitles Inntel or the client to cancel the booking without penalty and receive a full refund of all monies paid.

D4.2 Cancellations by the Travel Provider

Where the Travel Provider cancels a confirmed booking, the Travel Provider shall notify Inntel immediately, provide a full refund of all monies paid within 14 days, and where applicable reimburse any additional costs reasonably and directly incurred by the client as a result of the cancellation, such as the cost of comparable alternative travel arrangements. The Travel Provider's liability shall not extend to indirect or consequential losses save as required by applicable law.

D4.3 Disruption and Duty of Care

In the event of disruption caused by the Travel Provider, the Travel Provider shall fulfil all applicable duty of care and statutory obligations to affected travellers. This includes:

- **Air:** Rights to reimbursement, re-routing, meals and refreshments, accommodation and compensation in accordance with EC Regulation 261/2004 (as retained in UK law) or other applicable passenger rights legislation.
- **Rail:** Rights to compensation and assistance in accordance with the Rail Passenger Rights Regulation (EC 1371/2007, as retained in UK law) and the National Rail Conditions of Travel where applicable.
- **Ground transport and transfers:** Where a booked vehicle fails to arrive or is significantly delayed, the Travel Provider must arrange a suitable alternative at no additional cost to the client and notify Inntel immediately.
- **Car hire:** Where a reserved vehicle is unavailable at the time of collection, the Travel Provider must provide a vehicle of equivalent or superior category at the confirmed rate or arrange an alternative and refund any price difference.

The Travel Provider shall proactively communicate disruption to Inntel in real time to enable Inntel to support its clients effectively.

D4.4 Cancellations by Inntel or the Client

Where Inntel or a client cancels a booking, the applicable conditions communicated at the time of booking shall apply. Where a refund is due, the Travel Provider shall process it within 14 days of receipt of the cancellation request, by the same payment method as the original payment unless otherwise agreed in writing (including by email).

D5. Passenger Accessibility and Special Requirements

D5.1 Accessibility Obligations

The Travel Provider shall comply with all applicable legislation and industry standards relating to passengers with reduced mobility, disabilities or other accessibility requirements, including but not limited to the Equality Act 2010. Specific obligations by mode include:

- **Air:** Compliance with EC Regulation 1107/2006 (as retained in UK law) on the rights of disabled persons and persons with reduced mobility when travelling by air, including provision of assistance at airports and on board.
- **Rail:** Compliance with the Persons with Reduced Mobility Technical Specification for Interoperability (PRM TSI) and applicable National Rail accessibility obligations, including provision of assisted travel services.
- **Ground transport and transfers:** Provision of accessible vehicles where requested and notified at the time of booking, in compliance with applicable licensing and equality legislation.
- **Car hire:** Provision of adapted vehicles where requested and available, including hand controls or other adaptations notified at the time of booking.

Travel Providers must provide Inntel with clear processes for requesting special assistance or accessible services and must honour all such requests that are communicated at the time of booking.

D5.2 Other Special Requirements

Where Inntel communicates specific traveller requirements at the time of booking – including but not limited to dietary needs, medical equipment carriage, unaccompanied minor travel, or language requirements – the Travel Provider shall confirm whether these can be accommodated and shall ensure the relevant arrangements are in place for the date of travel. Failure to deliver confirmed special requirements will be treated as a service failure under clause C2 of these Terms and Conditions.

D6. Payment Arrangements

D6.1 Rail Settlement Plan (RSP) and BSP Settlement

Where settlement is via the IATA Billing and Settlement Plan (BSP) for air travel, or the Rail Settlement Plan (RSP) for rail travel, the standard settlement terms, billing cycles and dispute resolution procedures of the relevant plan shall apply. The Travel Provider shall ensure all transactions are correctly reported and settled within the applicable BSP or RSP cycle.

D6.2 Data Protection in Travel Bookings

The Travel Provider shall not share Passenger Name Record (PNR) data, booking data or other traveller personal data with third parties other than as required by applicable law, regulatory authority or transport security requirements. Where passenger data must be shared with government or border control authorities, the Travel Provider shall notify Inntel where it is lawfully permitted to do so. All personal data shared by Inntel in connection with a booking shall be used solely for the purpose of fulfilling that booking.