

First Travel Solutions

*Delivering Better **Experiences***

 Airline Transport Solutions

 Corporate Transport Solutions

 Business Solutions

 Event Transport Solutions

 Games Transport Solutions

 Managed Transport Solutions

 Meetings & Events Transport Solutions

 Rail Support Solutions

Supplier Information Terms & Conditions

For the supply of Bus & Coach Services

Dear Supplier,

First Travel Solutions Ltd is a subsidiary of FirstGroup PLC and operates a Managed Transport Operation for Railways, Airlines and other Companies requiring road transport controlled via a 24 hour, 7 days a week control centre at Simonstone in Lancashire.

The control centre specialises in locating and providing transport in times of disruption to their normal services in both emergency and pre-planned situations moving crew as well as passengers.

First Travel Solutions has a diverse range of customers and is looking to develop its database of approved suppliers. We are looking for suppliers who would be interested in working with us by offering any vehicles that they may have available for corporate travel, private hire and at times of both pre-planned and emergency disruption.

Safety is our highest priority and we want to work with you to provide a service that is safe, reliable and of the highest quality. Our terms and conditions and audits focus on key issues such as vehicle and driver standards, alcohol and drugs management, licensing requirements and key legal documentation.

Our normal payment terms are via BACS, **30 days from receipt of invoice** on Pre-agreed rates (invoice procedure details enclosed). If you wish to be included on our database, we require a copy of your Motor and Liability Insurance (certificates and policy schedule, or confirmation of cover from your insurer/insurance broker), Operators Licence(s) and your bank details (on a company letterhead). This will enable us to set you up as a supplier, and therefore speed up payment for any work that you do in the future. Please send your information to either the address, email or fax number contained in this document.

For our records, we require detailed information about the services you operate.

Please return a copy of the confirmed terms and conditions along with any requested documentation to First Travel Solutions.

Many thanks and we look forward to working with you in the future.

Andrew Scholey
Managing Director

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ADMINISTRATION AND INVOICING PROCEDURES

Supplier set up procedure

First Travel Solutions, pay your invoices by BACS directly into your bank account. Invoices received are normally paid within 30 days from the date of receipt of invoice. A remittance advice detailing exactly what has been paid will be sent to you from our Aberdeen Office by email, fax or post. For a BACS payment to take place we need the following Information on company letterheaded paper:

Company Details:	THIS INFORMATION MUST BE SENT TO OUR SIMONSTONE OFFICE ON YOUR COMPANY STATIONARY
Name	
Address	
Bank Details:	
Bank Branch	
Branch Address	
Account in the name of	
Account Number	
Sort Code	

Invoicing Procedure

An invoice must be sent to our Corby address soon AFTER completion of the job (please see below for address). Our job reference must be quoted in every case and payment will be made by BACS normally within 30 days from receipt of an invoice.

Failure to adhere to these invoicing arrangements may result in your invoice being returned to you for amendments and this will in turn, delay your payment.

Suppliers must take note of the unique product reference number given to you by First Travel Solutions procurement or control teams when accepting a booking. This unique product reference number must be quoted on your invoice.

Failure to do so may delay or prevent payment of the invoice.

JOB BOOKING PROCEDURE

First Travel Solutions services can be made via system links, email, fax or telephone. The job booking acceptance takes the form of a formal Purchase Order named 'Booking Request Form' and makes explicit the job product code, the drivers running board and an agreed price for all planned services. We will not accept any alteration to any of the job details without prior authorisation. The Purchase Order is an acceptance of your offer to carry out services on behalf of First Travel Solutions.

GENERAL INFORMATION

- a) Rates of payment are as agreed by First Travel Solutions. Any subsequent invoices must be based on the agreed rates and all other terms and conditions contained in this agreement.
- b) In the event of a customer complaint for which you and/or your driver are at fault, we reserve the right to refuse your payment for the journey.
- c) Under no circumstances will First Travel Solutions guarantee to supply a minimum or maximum amount of work to you. We will allocate work at our discretion as and when required. Work will be spread fairly amongst operators that meet the service requirements.
- d) Any service failures, customer complaints or any other comment from the customer that you receive must be reported to First Travel Solutions control immediately.
- e) A driver may only stand down from a service with the express permission of the First Travel Solutions controller.
- f) Your driver must contact the First Travel Solutions Control Team on arrival at the start location to book on and to ensure that we have a contact number for them, in the event of an emergency or any amendments to the service(s).

CONTACTS AT FIRST TRAVEL SOLUTIONS LTD

Control office: Telephone: 0345 528 0270

Accounts: Telephone: 0345 528 0270 Option 9 – Extension 8162

Compliance: Telephone: 0345 528 0270 Option 2 – Option 3 (Compliance)

Postal Address: First Travel Solutions Ltd
Unit 5, Petre Court
Clayton Business park
Clayton le Moors
Accrington
Lancashire
BB5 5HY

Invoice Address: First Travel Solutions Ltd
PO BOX 7544
Royal Mail Sorting Office
Crucible Road
Corby
NN17 5ZZ

firstgroupbus@a-ip.co.uk

USED FOR INVOICES ONLY

Our controllers are available 24 hours a day, 7 Days a week to assist with any booking queries.

Our accounts opening hours are Monday to Friday 9am to 5pm.

TERMS AND CONDITIONS FOR THE SUPPLY OF BUS & COACH SERVICES

1.1 Definitions & Interpretations

In the Conditions the following expressions will have the following meanings:

Booking Request Form - Document entitled Booking Request Form;

Conditions - The terms, conditions and provisions contained in this document;

Contract - A contract formed under condition 3.1 between the Customer and the Supplier for the provision of the Service by the Supplier;

Customer - First Travel Solutions Limited (Company No: 01966624) whose registered office is at Unit 20 Time Technology Park, Blackburn Road, Simonstone, Lancashire, BB12 7TG.

Running Board - The document containing the specific details of the Service to be provided by the Supplier to include (at least) basic route description; starting, finishing and intermediate stopping point timings; type of vehicle required and price;

Service – Bus / coach to provide transportation for our customer for a variety of activities and or bus and/or coach service to replace normal air or rail services due to planned or unplanned disruption;

Vehicle - A bus or coach or minibus (9 seats and above) used by the Supplier for providing the Service;

Data – Means all information and data (including texts, documents drawings, diagrams, images or sounds) owned by, licensed to (other than by you) or relating to a Service Recipient and/or any third party nominated by us or customers, which is in each case generated by, supplied to, or is otherwise retained by, you or a subcontractor pursuant to or in connection with this Policy including personal data;

Data Protection Legislation – Means for the periods in which they are in force, the Data Protection Act 1998, the Data Protection Directive (95/46/EC), the Regulation of Investigatory Powers Act

2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003), the GDPR and all applicable laws and regulations relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner, in each case as amended or substituted from time to time;

GDPR – Means, from 25 May 2018, the Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data;

Personnel – Means your directors, officers, employees and/or agents and the directors, officers, employees and/or agents of your subcontractors and any other individuals engaged by you in the performance of your obligations under this Policy;

Service Recipient – Means us and any of our affiliates.

- 1.2 The headings and sub-headings in the Conditions are for reference only and do not affect their interpretation.
- 1.3 The words in the singular include the plural, and words in the plural include the singular.
- 1.4 A reference to 'writing' or 'written' includes faxes and emails.
- 1.5 A 'person' includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.6 A reference to a statute or statutory provision is a reference to it as it is in force for the time being (taking into account any amendments, re-enactment, and repeals and any subordinate legislation for the time being in force made under it).

APPLICATION

- 2.1 These Conditions are the sole terms and conditions applicable to all Contracts. They apply to the exclusion of:

- 2.1.1 All other terms, conditions and provisions (Including any terms and conditions which the Supplier purports to apply through its website or under any quotation, acknowledgement or confirmation of order, invoice, correspondence or other document or material) at any time in the past or future put forward by or on behalf of the Supplier; and
 - 2.1.2 All representations not expressly contained in the Conditions.
- 2.2 The Conditions may not be varied without the Customer's express prior written consent.

CONTRACTS & PERFORMANCE

- 3.1 When the Customer requires a Service to be provided by the Supplier the contract formation process will be as follows (unless the Customer expressly agrees otherwise, for example, in the case of emergencies or short notice);
- 3.1.1 The Customer will send a Running Board and Booking Request Form to the Supplier with a request to provide the Service; and
 - 3.1.2 If the Supplier is willing to provide the Service on the terms specified they will return (by fax, email, e-tender, mail recorded or special delivery post or by hand delivery) a signed copy of the booking request form, this will be regarded by the parties as an offer, If the Customer wishes to contract with the Supplier it will accept the offer by telephone or in writing. If acceptance is provided by telephone it will be confirmed in writing.
- 3.2 The Supplier will supply the Service under any Contract:
- 3.2.1 In accordance with the Contract;
 - 3.2.2 In compliance with all applicable laws, regulations, recognised codes and generally, recognised best practices and standards in the industry from time to time in force for services similar to the Service; and
 - 3.2.3 With all due skill, diligence and care (and on the basis, that the vehicles, workmanship, personnel and materials used in performance of the Services will be fit for the purpose).

- 3.3 The Supplier must supply the driver's name and contact details to the customer at least 24 hours prior to the service commencing.
- 3.4 If a near miss, incident or accident involving a vehicle occurs, the Supplier will:
- 3.4.1 Report it immediately to the Customer;
Telephone: 01282 688 110 Option 1
 - 3.4.2 Be responsible for investigating the occurrence and reporting to the Customer periodically to keep the Customer informed of the Supplier's progress and findings;
 - 3.4.3 On conclusion of the investigation, supply First Travel Solutions with a written report of the incident, detailing a summary of findings and any necessary improvement actions required (if applicable);
 - 3.4.4 Take all steps required by law to include but not limited to reporting the occurrence to the police and any other person (PSV 112) reasonably requiring notice of it; and
 - 3.4.5 Allow access to the Customer or its agents to inspect any vehicle involved in an accident and examine all relevant documents.

VEHICLES

- 4.1 The Supplier will ensure that:
- 4.1.1 All Vehicles are always maintained in a fit and roadworthy condition and have a valid and current MOT certificate;
 - 4.1.2 Before any Vehicle is used to provide a Service, the driver will have carried out, and recorded in writing, a pre use check to ensure as far as reasonably practicable that the Vehicle is in a fit and roadworthy condition;
 - 4.1.3 All Vehicles used in the supply of a Service have been subject to preventative maintenance inspections carried out in accordance with the undertakings on the Supplier's PSV Operator's Licence and any statement of intent given to the Traffic Commissioner;
 - 4.1.4 That each Vehicle has a valid certificate of insurance or a cover note;

- 4.1.5 That each Vehicle is taxed at the appropriate rate of Vehicle Excise Duty (VED);
 - 4.1.6 That each Vehicle displays a valid PSV Operator's Licence disc;
 - 4.1.6.1 Each disc will show your name and Licence number plus the date the disc comes into force and the date it expires; and
 - 4.1.6.2 Must be displayed on the windscreen of any PSV used to carry passengers for hire or reward. It should be displayed from inside the vehicle and so that it can be easily read from outside in daylight.
 - 4.1.7 That each Vehicle is clean and well-presented internally and externally;
 - 4.1.8 That Vehicles are fitted with seatbelts and the appropriate signage where legally required;
 - 4.1.9 That Vehicles where relevant, display a prominent window banner and destination board giving details of the Service.
 - 4.1.10 That the vehicles heating and air conditioning / cooling systems are in good working order and the temperature of the vehicle is maintained at a comfortable level;
 - 4.1.11 That the Vehicle is equipped with an appropriate first aid kit (where applicable) and fire extinguisher.
- 4.2 The Supplier will ensure that all Vehicles will be available for inspection at any time in respect of any Contract. The Customer may decline the use of any Vehicle if, in its opinion, the Vehicle does not conform to the requirements of condition 4.1 or any other regulatory or legal requirements.

The Customer may also refuse to accept a Vehicle which, in its opinion, does not comply with the appropriate standards of exterior/interior condition, cleanliness, comfort and layout for the service.

OPERATOR'S LICENCE

- 5.1 The Supplier warrants that it is the holder of a current PSV Operator's Licence and, so far as it is aware, no Public Inquiry before a Traffic Commissioner is planned to consider that PSV Operator's Licence and it is

not under investigation regarding any aspect of its operation which could lead to a Public Inquiry before a Traffic Commissioner or criminal proceedings.

- 5.2 The Supplier must remain the holder of a PSV Operators Licence, authorising the use of the Vehicles when it is providing a Service.
- 5.3 The Supplier will provide to the Customer a copy of their valid Operator's Licence including details of any undertakings or statements of intent given to the Traffic Commissioner upon renewal or at the Customer's request.
- 5.4 The Supplier is responsible to inform First Travel Solutions immediately, or as soon as reasonably practical, of any of the following:
 - 5.4.1 If it receives notice that it is being called to a Public Inquiry before a Traffic Commissioner;
 - 5.4.2 If an 'S' marked PG9 Prohibition Notice is imposed on any of the vehicles operated by the Supplier;
 - 5.4.3 If any vehicle of the Supplier is involved in a serious accident (a serious accident to include any accident involving substantial damage to property or serious injury to any person);
 - 5.4.4 If It receives a notice that it is going to be prosecuted for any criminal offence; or
 - 5.4.5 If it discovers that it is being investigated for any criminal offence.

SUPPLIERS MAINTENANCE RECORDS

- 6.1 The Supplier will keep records of all inspections and maintenance of Vehicles in accordance with all undertakings and conditions under the PSV Operator's Licence or any statement of intent given to the Traffic Commissioner.
- 6.2 The Supplier agrees to allow the Customer or its agents to have access to all the Vehicle maintenance records and to take copies upon request.

STAFF

- 7.1 The Supplier will ensure that all drivers used for the supply of a Service:

- 7.1.1 Are employees of the Supplier or agency drivers engaged by the Supplier;
- 7.1.2 Hold a current PCV driving authorisation and valid Driver CPC certificate if required. First Travel Solutions or its agents may inspect records or request copies to ensure compliance;
- 7.1.3 Inform the Supplier and Customer if they are accused of or convicted of any driving offence in the past 3 years or any offence that may affect their eligibility to hold a PCV Operators Licence;
- 7.1.4 Are able to communicate in English to a standard where they are able to deal with Service user's needs;
- 7.1.5 Have been instructed and understand the Service they are going to provide and are fully conversant with the route operated (including pick up and set down points) and are in possession of driver handbooks, pace notes and the diagram for the services they are operating (where applicable);
- 7.1.6 Are smartly dressed, helpful and polite to Service users;
- 7.1.7 Are equipped with mobile telephones and hands-free kits or radios provided by and at the cost of the Supplier (and that drivers do not use telephones or radios when it is not safe or legal to do so).
 - 7.1.7.1 Handheld or hands free mobile devices must not be used whilst driving. The device must be switched off or switched to silent, and put out of sight to avoid any distractions;
 - 7.1.7.2 For making or receiving calls using a mobile device, the vehicle must be stationary and parked in a safe place with the gear selector in neutral (for manual gear boxes) or in 'P' position (for automatic gearboxes) with the hand or parking brake firmly applied.
 - 7.1.7.3 In the event of a genuine emergency, if it is unsafe to stop the vehicle (and switch off the engine), a mobile device may be used to call the emergency services.
 - 7.1.7.4 The Customer will not be liable for any sanction or fine levied on an employee or Supplier as a consequence of non-compliance with these conditions.

- 7.1.8 Do not smoke on their vehicle or in view of passengers whilst working for First Travel Solutions;
- 7.1.9 Will not be under the influence or in possession of alcoholic drink or illegal drugs;
- 7.1.10 On arrival at the designated location, make their presence known to the Customer's staff and the staff of the Customer's customer where present, and to prospective passengers;
- 7.1.11 In a position, on site standing next to the door, with doors open and ready to assist with luggage, at the time of arrival specified on the vehicle running board prior to the beginning of the Service;
- 7.1.12 Stay with their Vehicle always once passengers are on board;
- 7.1.13 Do not allow any passenger to smoke on any Vehicle;
- 7.1.14 Are aware of and comply with all requirements and responsibilities in respect of legislation prohibiting unlawful discrimination (to include, without limitation, the Equality Act 2010);
- 7.1.15 Provide all reasonable assistance to pregnant, disabled, elderly, injured and vulnerable passengers when boarding or leaving the Vehicle or when getting into or out of their seats on the Vehicle including arranging assistance at the destination if required;
- 7.1.16 Assist passengers with the loading and off-loading of luggage and do not unreasonably refuse to carry domestic pets, bicycles, surfboards and any other unusual items of luggage;
- 7.1.17 Deal with Customer's enquires politely and on rail replacement services refer any unresolved issues to a relevant First Travel Solutions coordinator or member of station staff;
- 7.1.18 Refer full details of any complaints of any passenger or any other person (regarding the operation of the Service and/or the conduct of the driver) to the Supplier;
- 7.1.19 Do not use abusive, offensive or insulting language or act in any unprofessional, indecent or inappropriate manner;

- 7.1.20 Ensure (as far as practicable) that all passengers are on the correct Vehicle before departure;
- 7.1.21 Announce points of arrival before arriving at the designated location so passengers have sufficient time to be ready to disembark;
- 7.1.22 Ensure that the Vehicle is stationary for a sufficient time at each stop for passengers to disembark from and board the Vehicle;
- 7.1.23 Do not drive in a manner that is likely to cause distress, inconvenience or injury to any person or damage to any property;
- 7.1.24 At all times comply with laws relating to driver's hours, records and working time;
- 7.1.25 At the end of the journey check for property items left on the Vehicle, immediately reporting any lost property items to the relevant staff, supplier and customer at the earliest opportunity;
- 7.1.26 Record, and provide the Supplier with, all necessary information to enable the Supplier to comply with its obligations under condition 9.2;
- 7.1.27 Carry out a litter pick throughout the vehicle at the end of each journey;
- 7.1.28 Do not refuse to carry assistance, hearing or guide dogs;
- 7.1.29 Do not wear headphones whilst driving;
- 7.1.30 Do not depart from the stop until all passengers are safely seated;
- 7.1.31 Inform the Customer's control room as soon as reasonably practicable in the event of being involved in a road traffic accident or other serious incident such as fire;
- 7.1.32 Do not discriminate against anyone on the grounds of sex, race, religion or disability;
- 7.1.33 Ensure that the vehicle's passenger carrying capacity is not exceeded;
- 7.1.34 That the driver used has a current Disclosure and Barring Service (DBS) certificate where requested; and

7.1.35 That the driver checks that all luggage locker doors are securely closed prior to departure.

7.2 If the Supplier receives or becomes aware of any complaint from any passenger or any other person in respect of the operation of the Service and/or the conduct of the driver, the Supplier will immediately give notice of that complaint to the Customer and provide such co-operation as the Customer requires to resolve or otherwise deal with that complaint.

7.3 If the Customer gives notice that a named driver is not to be used for the supply of a Service, the Supplier will immediately comply with that notice.

PUNCTUALITY

8.1 The Supplier will ensure that the Service is performed in accordance with the details set out on the Running Board, in particular it will ensure that its drivers never depart from a timed collection point earlier than the applicable time specified on the Running Board.

8.2 The Supplier will advise and update the Customer in cases of delays over 10 minutes at 10-minute intervals.

RECORDS

9.1 The Supplier will keep and maintain for a period as the law requires all records required by law relating to driver's hours, work and rest.

9.2 The Supplier will keep and maintain for a period as the law requires from all records required by law respect of each Service records detailing the operation of the Service (including timing for the start and end of the Service, arrival and departure times for each timing point of the journey and passenger figures for all stops on the journey) and will make these records available to the Customer immediately upon request.

INSURANCE

- 10.1 The Supplier will always maintain an insurance policy to cover its liability arising from the supply of a Service, to include for each Service:
- 10.1.1 Employers liability of at least £5m for any occurrence or a series of occurrences arising out of any one event arising out of the Suppliers performance of a Contract,
 - 10.1.2 Public liability insurance of at least £5m for property damage and unlimited liability for personal injury for any occurrence or a series of occurrences arising out of any one event arising out of the Suppliers performance of a Contract; and
 - 10.1.3 Liability to any third party arising from a road traffic accident of at least £5m for property damage and unlimited liability for personal injury for any occurrence or a series of occurrences arising out of any one event arising out of the Supplier's performance of a Contract.
- 10.2 In respect of each type of insurance cover required under condition 10.1 the Supplier will provide copies of the insurance certificates and schedules upon renewal or at the Customer's request.

HEALTH AND SAFETY

- 11.1 The Supplier will comply with:
- 11.1.1 The Health & Safety at Work Act 1974; and
 - 11.1.2 Any other legislation, regulations (including Working Time Regulations) or recognised codes of practice relating to the health and safety of its staff and others who may be affected by its work activities.
- 11.2 The Supplier will permit the Customer or its agent to have access by prior appointment at any reasonable time to inspect:
- 11.2.1 Any sites from which the Supplier operates a Service or keeps the Vehicles and allow the Customer to examine any Vehicles present; and

- 11.2.2 Any health & safety documents not limited to, but to include accident reports, risk assessments and fire investigations.
- 11.3 The supplier will have an up to date Health & Safety Policy and set of arrangements that cover key issues such as Safety Training, First Aid, Drugs and Alcohol, Risk Assessments and Safety Performance Monitoring.
- 11.4 The Supplier will ensure its Drivers comply with any instructions to take rest breaks during a journey where this is specified in the Confirmation of Instructions.
- 11.5 To ensure suppliers meet the criteria set out in the Terms & Conditions, a random audit may be carried out by a representative of the Customer or an approved 3rd party auditor. Failure to allow this audit to take place will result in the supplier being suspended from the approved supplier database.

AUDIT

- 12.1 To ensure suppliers meet the criteria set out in the Terms & Conditions, a random audit may be carried out by an approved 3rd party auditor or by a First Travel Solutions Manager. Failure to allow this audit to take place will result in the supplier being suspended from the approved supplier database.

CONFIDENTIAL INFORMATION

- 13.1 The Supplier will not disclose any information about the price which the Customer is paying it to supply the Service under any Contract as required by law or with the Customer's written consent.

PRICE & PAYMENT

- 14.1 Following completion of the Service the Supplier will deliver an invoice to the Customer for the agreed amount. The invoice will be for the price stated on the Specified area rate sheet.
- 14.2 The Customer aims to pay the Suppliers invoice within 30 days of receipt and subject to any dispute in respect thereof, payment will in any event be made within 60 days of receipt.
- 14.3 Without prejudice to any other rights or remedies that the Customer may have, the Customer reserves the right to deduct and set off any amount

owing at any time to it by the Supplier (under any Contract or otherwise) against any amount payable by the Customer to the Supplier.

- 14.4 For the avoidance of doubt, no sums will be due and payable to the Supplier under any Contract other than:
- 14.5 For pre-planned work the price stated on the Booking Request Form and any variance stated on the standby running board;
- 14.6 For emergency work, this will be the price agreed verbally between parties and any agreed variation of that price stated on the standby running board; and

INDEMNITY

- 15.1 The Supplier will indemnify the Customer against all claims and all direct, indirect or consequential liabilities (including loss of profit, loss of business, depletion of goodwill and similar losses), losses, damages, costs, proceedings, damages and expenses (including, without limitation, legal and other professional fees and expenses) awarded against, or incurred or paid by, the Customer as a result of or in connection with the Supplier (directly or indirectly) breaching or negligently performing or failing or delaying performance of its contractual, statutory or regulatory obligations or duties owed to the Customer and/or any third party.
- 15.2 In the event of the Supplier canceling or rejecting any confirmed booking, the Supplier shall be responsible for and hereby agrees to indemnify the Customer in respect of all additional costs, expenses, losses and other sums of whatever nature incurred by the Customer as a result.

TERMINATION

- 16.1 The Customer may terminate any Contract (or any part of any Contract) at any time either immediately or on a specified date by giving notice in writing if the requirement for a Service in respect of that Contract ceases.
- 16.2 In the event of termination under condition 16.1 the Customer will (subject to condition 16.3) reimburse the Supplier an amount equivalent to its reasonable direct costs incurred as a result of the termination. This will be the full extent of the Customer's liability.
- 16.3 Without prejudice to any other rights or remedies, the Customer may terminate any Contract without liability to the Supplier immediately on giving

written notice to the Supplier (or after the expiry of a period specified by the Customer in the written notice to the Supplier) if the Supplier commits a material breach of any of the Conditions (with an unreasonable amount of persistent non-material breaches in aggregate amounting to a material breach):

- 16.3.1 An order is made, or a resolution is passed for the winding up of the Supplier, or circumstances arise which entitle a court of competent jurisdiction to make a winding up order of the Supplier;
 - 16.3.2 An order is made for the appointment of an administrator to manage the affairs, business and property of the Supplier, or documents are filed with a court for the appointment of an administrator of the Supplier, or notice of intention to appoint an administrator is given by the Supplier or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986);
 - 16.3.3 A receiver is appointed over any of the Supplier's assets or undertaking, or circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the Supplier, or if any other person takes possession of or sells the Supplier's Assets;
 - 16.3.4 The Supplier makes any arrangement or composition with its creditors or applies to a court for the protection of its creditors in any way;
 - 16.3.5 The Supplier is unable to pay its debts within the meaning of section 123 of The Insolvency Act 1986;
 - 16.3.6 The Supplier ceases or threatens to cease to trade; or
 - 16.3.7 The Supplier takes or suffers any similar or equivalent action in any Jurisdiction in consequence of debt.
- 16.4 Alternatively, the customer may elect not to immediately terminate a contract for material breach and instead serve a notice requiring the supplier to remedy the breach within a reasonable period (the period will depend on the nature of the breach and will be specified in the notice). If the supplier fails to remedy the breach within the time specified, the customer may terminate by serving notice.

- 16.5 For the avoidance of doubt a breach of conditions 3, 4, 5, 6, 7, 8, 9, 10, 11 or 12 by the Supplier will be a material breach for the purposes of condition 16.3.
- 16.6 If the customer has grounds to terminate a contract under Clause 15.3 then they may use those grounds to terminate any other contract which exists between the parties at the time.

ASSIGNMENT & SUB CONTRACTING

- 17.1 The Customer may assign its rights or the whole or any part of its benefits under any Contract (and/or transfer, delegate or subcontract its obligations and/or duties) to any other third party.
- 17.2 The Supplier may not assign any of its rights or the benefit of all or any part of any Contract (and/or delegate or subcontract its obligations and/or duties) to any third party.
- 17.3 The Supplier may not transfer, delegate or subcontract any of its duties and/or obligations under any Contract to any third party without the express prior written consent of the Customer. To the extent that consent is given, the Supplier will continue to be liable for its obligations and duties under the Contract and will at all times be liable for the acts and omissions of any third party to whom it delegates or subcontracts its obligations.

FORCE MAJEURE

- 18.1 If the Supplier is prevented, hindered delayed from or in performing its obligations under any Contract for any reason or event beyond its control to include, without limitation, a lawful strike, lock-out or other industrial dispute, failure of a utility service or transport network, act of God, war, riot, terrorism, civil commotion, malicious damage, accident, breakdown of plant or machinery, fire, flood, storm or a change in the law, regulation, order, rule, code or practice (a "Force Majeure Event), that party must as soon as reasonably possible after commencement of the Force Majeure Event give the other party written notice of the Force Majeure Event, with such notice including:
- 18.1.1 Details of the Force Majeure Event;
- 18.1.2 The date of commencement of the Force Majeure Event; and

- 18.1.3 The effect of the Force Majeure Event on the party's ability to perform its obligations under the Contract.
- 18.2 Upon receipt of written notice under paragraph 18.1 the Contract will be deemed to have terminated.
- 18.3 Upon the Customer receiving written notice under condition 18.1, it will be deemed to have accepted the existence of the Force Majeure Event, unless it serves a counter notice within 10 Business Days giving details of why it does not regard the claimed Force Majeure Event as genuine, the service of the counter notice will not affect the termination of the contract but will give the customer the option to claim damages for breach of contract.

NOTICES

- 19.1 Any notice given by one party under a Contract will be in writing and will be served on the other party by prepaid first-class post, by fax or by hand delivery to the last known address or fax number (as the case may be).
- 19.2 Such a notice will be deemed served 72 hours after dispatch (if posted), 1 hour after confirmed dispatch (if faxed), and immediately (if delivered by hand).

CONTRACTS (RIGHTS AGAINST THIRD PARTIES) ACT 1999

- 20.1 Any Contract entered are subject to these Conditions is made for the benefit of the parties to it and is not intended to be enforceable by anyone else except the parties' successors and valid assigns.

PROCESSING DATA AND DATA SECURITY

- 21.1 As a supplier to the Customer, you agree to comply with all Data Protection Legislation in relation to any personal data processed relating to or originating from us, our employees or customers.

As part of your compliance with Data Protection Legislation, you must:

- 21.1.1 Process the Data only on behalf of us, only for the purpose(s) as defined by us and only in accordance with instructions received from us from time to time;
 - 21.1.2 Have in place appropriate technical and organisational measures against the unauthorised or unlawful processing of personal data comprised in Data and against accidental loss or destruction of, or damage to, such Data (in each case, taking account of the level of harm, damage and/or distress appropriate to the risks). If we ask, you must provide us with a written description of the technical and organisational methods employed by you for the processing of Data;
 - 21.1.3 Ensure that only authorised Personnel have access to Data under appropriate confidentiality arrangements;
 - 21.1.4 Restore the Data at your own expense if any Data is lost or corrupted as a result of any act or omission of yours or any of your subcontractors and reimburse us and any Service Recipient (as applicable) in full in respect of any time and expenses incurred or accrued by us or any Service Recipient in restoring or assisting in the restoration of the Data;
- 21.2 Tell us as soon as possible (and in any event, within 5 days), if you:
- 21.2.1 Receive from a data subject to whom Data relates a request for, or notice of, the exercise of that person's rights under the Data Protection Legislation to access such Data or prevent certain processing;

- 21.2.2 Receive any complaint from, or request for or notice of, any investigation or assessment by the Information Commissioner in respect of any processing of Data (including, without limitation, any information, enforcement, assessment or monetary penalty notice, or any warning that such a notice may be issued), save to the extent that such notification is prohibited by the Data Protection Legislation or the Information Commissioner; or
- 21.2.3 Become aware of any actual or suspected, threatened or 'near miss' incident of unauthorised or unlawful processing, loss or destruction of, or damage to, the Data ("Security Breach").

You must also provide us with a copy of any such request or notice and reasonable details of the circumstances giving rise to that request or notice or the unauthorised or unlawful processing, loss or destruction of, or damage to, the Data (as the case may be);

- 21.3 Promptly give us such information, co-operation and assistance as we may from time to time reasonably require to enable us to comply with our obligations under the Data Protection Legislation as a data controller in respect of any Data;
- 21.4 Not allow any subcontractors to have access to, receive or process Data without obtaining prior written consent from us (such consent to be at our sole discretion) and, where we give you consent, ensure that each subcontractor enters into a written agreement under which they agree to comply with this Policy;
- 21.5 At any time on the request of us, either return the Data in the format requested by us (and destroy all remaining copies), or destroy all of the Data (including all copies of it), in either case immediately and confirm in writing that it has complied with this obligation;
- 21.6 Notify us immediately upon becoming aware that you are or are likely to become unable to comply with your obligations regarding the processing of Data under this Policy or the Data Protection Legislation.

Following notification, we shall be entitled to require you to undertake one or more of the following:

- 21.6.1 Immediately take such remedial action as is required to ensure compliance with the Policy and/or the Data Protection Legislation and prevent or remedy any breach;

- 21.6.2 Provide such information as is reasonably required by us in respect of the incident leading to such notification; and/or
- 21.6.3 Cease to process the Data, return all materials containing the Data and delete all copies; and
- 21.6.4 Provide us (including any third party nominated by us) on reasonable notice, and the Information Commissioner on such notice as may be requested by the Information Commissioner in accordance with the Data Protection Legislation, with such access to your premises, personnel and records (including, without limitation, for the purposes of making copies of those records) as we and/or the Information Commissioner may reasonably require in order to inspect your activities with respect to the processing of the Data and audit your compliance with this Policy and the Data Protection Legislation.

PROCESSING DATA OUTSIDE THE EEA

- 22.1 Data must not be sent outside the European Economic Area ("EEA") by you or any of your subcontractors without our prior written consent. If we provide consent, we may do so with attached conditions which will apply to the processing of Data outside the EEA.

ANTI-FACILITATION OF TAX EVASION

- 23.1 The Supplier shall:
 - 23.1.1 Not engage in any activity, practice or conduct which would constitute either:
 - 23.1.1.1 a UK tax evasion facilitation offence under section 45(5) of the Criminal Finances Act 2017; or
 - 23.1.1.2 a foreign tax evasion facilitation offence under section 46(6) of the Criminal Finances Act 2017;
 - 23.1.2 Have and shall maintain in place throughout the term of this agreement such policies and procedures as are both reasonable to prevent the facilitation of tax evasion by another person (including without limitation employees of the Supplier);
 - 23.1.3 Promptly report to the Customer any request or demand from a third party to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017;

- 23.1.4 Within two weeks of a written request from the Customer, and annually thereafter, certify to the Customer in writing signed by an officer of the Supplier, compliance with this schedule by the Supplier and all persons associated with it under paragraph (23.2) below. The Supplier shall provide such supporting evidence of compliance as the Customer may reasonably request.
- 23.2 The Supplier shall ensure that any person associated with the Supplier who is performing services in connection with this letter or the associated agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in this Schedule (“Relevant Terms”). The Supplier shall be responsible for the observance and performance by such persons of the Relevant Terms and shall be directly liable to the Customer for any breach by such persons of any of the Relevant Terms.
- 23.3 For the purpose of this schedule the meaning of reasonable prevention procedure shall be determined in accordance with any guidance issued under section 47 of the Criminal Finances Act 2017 and a person associated with the Supplier includes but is not limited to any subcontractor of the Supplier.

GENERAL

- 24.1 These Conditions and each Contract will be governed by English law; The English courts will have exclusive jurisdiction to handle disputes arising from any Contract.
- 24.2 The parties intend the Conditions to apply to each Contract to the fullest extent permitted by law, if any part of the conditions are held to be unenforceable for any reason then that part will be deemed changed, qualified or (as a last resort) deleted to the minimum extent necessary for it to become enforceable, the remainder of the Conditions will continue to be enforceable in any event.
- 24.3 The Customer's rights under a Contract are in addition to the statutory terms implied in favour of the Customer by the Supply of Goods and Services Act 1982 and any other legislation.
- 24.4 Nothing in the Conditions is intended to or will operate to create a partnership or joint venture between the parties or to authorise either party to act as an agent of her.

24.5 Any purported waiver of the Customer's rights and remedies under any Contract will be valid and binding only if expressly made in writing.

JURISDICTION

25.1 The English Courts shall have exclusive jurisdiction to deal with any disputes between the parties.

Please return a copy of the confirmed terms and conditions along with any requested documentation by either of the following methods;

Post:

The Compliance Department
First Travel Solutions Limited
Unit 5 Petre Court
Clayton Business Park
Clayton Le Moors
Accrington
BB5 5HY

Email:

FTS.Compliance@FirstGroup.com

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First Travel Solutions Ltd

Registered in England & Wales No. **01966624**

Registered Office

First Travel Solutions Limited

Unit 5 Petre Court

Clayton Business Park

Clayton Le Moors

Accrington

BB5 5HY

Tel: 0345 528 0270



Certificate Number: 13760

ISO 9001

ISO 14001

Committed TO OUR
CUSTOMERS

Dedicated TO
SAFETY

Supportive OF EACH
OTHER

Accountable FOR
PERFORMANCE

Setting THE HIGHEST
STANDARDS

