

Diners Club Benelux TravelPASS Account Terms and Conditions

By using any Account Number issued to the Company, the Company demonstrates its acceptance of these Terms and Conditions.

1. Definitions

In these Terms and Conditions:

1.1 'Account' means an account which Diners Club maintains for the Company in relation to Charges for Travel Services supplied by the Supplier.

1.2 'Account Number' means the number of the Account which Diners Club notifies to the Company.

1.3 'Authorised Individual' means a person who is authorised by the Company to incur Charges on the Account and whose name and details have been given to the Supplier in accordance with clause 4.1.

1.4 'Balance' means the amount the Company owes Diners Club on the Account.

1.5 'Billing Currency' means euro, or if the Company's principal place of business is in Switzerland or UK the Swiss Franc or Pound Sterling respectively, or such other currency as the Company may agree with Diners Club.

1.6 'Charge' means a debt incurred through the use of the Account Number at the Supplier for Travel Services, and other charges levied by Diners Club in accordance with clause 5.7 and clause 7.

1.7 'Data Protection Policy' means the policy set out at the end of these Terms and Conditions, as may be varied by Diners Club by notice to the Company and the Supplier in writing from time to time.

1.8 'Diners Club Group' means the group of companies of which Diners Club forms part.

1.9 'Product Manual' means the manual located at: www.dinersclub.be or www.dinersclub.nl including any amendments which Diners Club may make to it in the future which sets out further information relating to the Account including details of the charges referred to in clause 7.

1.10 'Terms and Conditions' means the present Diners Club TravelPASS Account terms and conditions as may be amended from time to time.

1.11 'Supplier' means the Supplier specified in the Agreement, who co-signs this Agreement and who has entered into arrangements with Diners Club for the supply of Travel Services to holders of the Accounts.

1.12 'Travel Services' means scheduled and non-scheduled air travel, rail travel where the Supplier acts as merchant (or where the Supplier acts as agent where the principal is a member of the Inter-national Air Transport Association), together with all fees charged by the Supplier for its services including management fees and transactional fees, where these services are purchased for the Company's directors or employees.

1.13 'Diners Club' means Citibank Belgium S.A./N.V. and its successors and assigns and includes any person acting on behalf of Diners Club.

1.14 'the Company' refers to the Company named in the Agreement requesting the Account.

1.15 'Reconciler' means the Company's nominated individual(s) that is tasked with verifying and approving the Company's TravelPASS statement(s).

1.16 'Agreement' means the present Diners Club TravelPASS Contract, which includes these Terms and Conditions and the Product Manual."

2. Main Subject Matter of these Terms and Conditions

Diners Club has established, by a separate merchant agreement, a special Charge account scheme with the Supplier, known as 'TravelPASS'. Subject to the Company's compliance with these Terms and Conditions, TravelPASS allows the Company to organise payment for Travel Services purchased on its behalf.

3. The Company's Account

3.1 The Account will be debited with Charges and the Company is liable to Diners Club for all Charges on the Account.

3.2 When the Company's Account is used to make purchases from a Supplier, the Company shall, before signing, check that his name, Account number, the date and the amount to be paid have been indicated correctly on the transaction slip. The Company's signing of the transaction slip confirms its acceptance of the transaction and the obligations arising from this acceptance. It shall not be possible to revoke the transaction after that moment. In the case of transactions made via an automated system, the transaction shall have been entered into and its cancellation shall no longer be possible once all actions necessary to effect the transaction have been completed. Diners Club preserves the right to request additional information which is reasonably necessary to verify whether these conditions are fulfilled. The Supplier will receive a 'signature on file' authorization from the Company in case of booking via for example correspondence, telephone, facsimile, e-mail, on-line booking tools or internet. This means the transaction slip will not be signed by the

Company's designated staff. The Company cannot reject liability for payment of an expense incurred when the charge was made using the 'signature on file' procedure. In these cases, the Company expressly authorizes Diners Club to charge the expenses to its account upon receipt of the Supplier's sales vouchers, bills or records. The Company cannot hold Diners Club liable if the Supplier is not able to use the 'signature on file' procedure, refuses to use the TravelPASS for payment or makes the acceptance conditional.

3.3 No debt that was owed to the Supplier prior to Diners Club notifying the Company of its Account Number may be charged to the Company's Account and Diners Club may, without liability to the Company, refuse to accept such a Charge if submitted.

3.4 The Company cannot cancel Charges directly with Diners Club. Where Travel Services are cancelled or unused, the Company must contact the Company's Supplier to obtain credit against the original Charge. Diners Club shall only credit the Account with a refund if it receives a written instruction from the Supplier to do so.

3.5 The Company's Account must not be used to obtain tickets or services for resale in the course of a business or for the setting up or funding of any business or in return for cash. In order to monitor the Company's compliance with this clause, Diners Club may query the Charges incurred on the Company's Account and may, in circumstances where Diners Club suspects a breach of this condition and without any liability to the Company, refuse to accept a Charge if submitted.

3.6 If Diners Club accepts late or partial payment of any Balance, this does not affect, nor should it be treated as a waiver of, any of Diners Club's options, rights or remedies under these Terms and Conditions or at law, even if the payment is described as being in full or in settlement of a dispute.

3.7 The Company must immediately notify Diners Club of any change to its address or telephone number. If the Company fails to do so and the Company's failure causes Diners Club loss or damage, the Company shall be liable for and shall reimburse Diners Club for any such loss or damage.

3.8 The Company and/or any Authorised Individual may only use the Company's Account and the Company's Account Number in accordance with these Terms and Conditions and in the course of the Company's business as specified in this Agreement.

4. The Company's Account Number

4.1 The Company's Account Number may only be used by an Authorised Individual. Before the Company may use its Account Number the Company must inform the Supplier in writing signed by an authorised signatory of the business, of the name, business address and telephone number of the Authorised Individual(s) who may incur Charges.

4.2 Diners Club is not responsible for any decision by the Supplier not to accept the Account Number.

4.3 The Company must ensure that an Authorised Individual uses the Account Number only for Charges that are authorised by the Company. Diners Club shall not be liable for Charges that have been incurred by an Authorised Individual but have not been authorised by the Company. The Company shall continue to be liable to Diners Club for all such Charges.

4.4 Failure by the Supplier to obtain the authority of an Authorised Individual to incur a Charge shall not relieve the Company of liability to pay Diners Club for such Charge. The Company must contact its Supplier directly to obtain reimbursement in the event of a dispute. Diners Club shall only credit the Account with a refund if it receives a written instruction from the Supplier to do so.

4.5 The Company will reimburse Diners Club for any loss or damage caused by the Company's failure to ensure the compliance of an Authorised Individual with clause 4.3.

5. Protecting the Company's Account Number

5.1 The Company, the Supplier and any Authorised Individual, must keep the Company's Account Number safe.

5.2 The Company must not disclose its Account Number to any third party, except:

(a) to an Authorised Individual; and/or

(b) to the Supplier; and/or

(c) if reporting to the police or the local authorities the suspected misuse of its Account Number.

5.3 If the Company or the Supplier knows or suspects that the Company's Account Number is liable to misuse, the Company or the Supplier must inform Diners Club immediately by telephone or facsimile, yet at the latest within 24 hours as of the moment on which this has become known to him. Upon request, the Company or the Supplier shall

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confirm the notice in writing to Diners Club. (Diners Club's contact details are shown on the Company's statements.)

5.4 If the Company or the Supplier know or suspect the Company's Account Number is liable to misuse, the Company or the Supplier must not subsequently use it.

5.5 If Diners Club knows or suspects the Company's Account Number is liable to misuse, Diners Club may take any action it considers appropriate to stop or prevent the misuse, including giving to the police or the local authorities all information that Diners Club or the police or the local authorities consider to be relevant. The Company and the Supplier must co-operate with Diners Club and the police or the local authorities in any investigation following misuse of the Company's Account Number.

5.6 If the Company's Account Number has been misused or is liable to misuse, Diners Club may issue a replacement Account Number at its discretion. Diners Club may levy a charge for issuing such replacement Account Number.

6. Statements

6.1 Diners Club shall provide the Company access to the Company's statement of account showing the Charges on its Account and the Balance. If, for any reason, the Company cannot access its statement for any given month, the Company must contact Diners Club immediately and Diners Club shall inform the Company of its Balance to facilitate the Company's repayment of the Balance.

6.2 The Balance shown on the Company's statement is due for payment to Diners Club on that statement's closing date in full and without any set-off or counterclaim and whether or not the Company has used the Travel Services.

6.3 The Balance shall be payable by bank transfer or direct debit to reach Diners Club within 28 days of the Company's statement closing date.

6.4 If the Company has an active direct debit facility in place, Diners Club shall make a direct debit request for payment of the Balance in full to the Company's bank 28 days after the statement's closing date. The Company must ensure that the direct debit instruction to its bank provided to the Company by Diners Club is completed fully and properly so that Diners Club is able to collect payment. The Company must not cancel its direct debit instruction without first notifying Diners Club.

6.5 The details reproduced on statements are provided to Diners Club by the Supplier and/or the principals for whom the Supplier acts as agent. Failure by either of these parties to provide Diners Club with full details of a Charge, resulting in an incomplete description, does not count as sufficient reason for the Company to delay or withhold payment of that Charge.

6.6 The Company must read and check the statements. Unless Diners Club receives any queries or complaints regarding a statement within 28 days of that statement's closing date, Diners Club shall be entitled to assume that the Company agrees that the statement is accurate.

6.7 The Balance must be paid in the Billing Currency. If, however, Diners Club accepts payment not made in the Billing Currency or made from an overseas bank account, the Account will only be credited with the net value after all conversion, collection, commission or other costs of clearing the funds have been deducted.

7. Charges

7.1 All transactions will be charged to the Company in Euro and stated in Euro on the Statement. Transactions in other currencies will be converted into Euro at the exchange rate charged and announced by the Royal Bank of Scotland. There will also be a foreign currency conversion charge added to any foreign currency Charge; such charges will be applied to the Account at the rate then prevailing.

7.2 If, for whatever reason, a direct debit presented for payment has been returned to Diners Club unpaid by the Company's bank, the Company must pay Diners Club the Balance shown on the Company's statement by alternative means in cleared funds within seven business days of the date on which Diners Club notifies the Company that Diners Club has been unable to collect payment. If the Company fails to pay the Balance in full within seven business days after such notification, Diners Club may refuse to accept any further Charges submitted and/or terminate the Company's Account.

7.3 A charge may be made for each direct debit presented for payment and returned to Diners Club by the Company's bank. The Company acknowledges that the decision to return a direct debit request lies solely with the Company's bank and Diners Club is under no obligation to query or verify such decision. Any dispute that the Company may have concerning the return of a direct debit presented for payment by Diners Club should be dealt with directly with the Company's bank without any liability attaching to Diners Club.

7.4 A late payment charge at Diners Club's prevailing interest rate shall be made on any Charge(s) shown on any statement which remains unpaid 28 days after it first appears on a statement. Further late payment charges shall be payable every 28 days after that until full settlement of the total amount outstanding (including charges) is received. Diners Club's current late payment charges, are shown in section 2.2 of the Product Manual located at www.dinersclub.be and www.dinersclub.nl or can be requested free of charge by writing to Diners Club.

7.5 No charges set out in clause 7.4 shall apply to a Charge if Diners Club recognises the Company's non-payment of that Charge in accordance with clause 8.3.

7.6 If the Company delays making a payment of a Balance to Diners Club because the Company is waiting for copy documents, Diners Club shall still apply charges in accordance with this clause 7. The charges shall be due and payable to Diners Club notwithstanding that the Supplier might subsequently refund the original Charge to which those charges have been applied.

7.7 If any Balance is not settled promptly, the Company is liable to reimburse Diners Club, as permitted by law, for the costs incurred in the collection of the Balance, including legal costs and expenses. These costs are fixed at 15% per year of the outstanding Balance at that moment. Where Diners Club instructs a debt collection agency to collect the Balance on the Company's Account, the Company will be responsible to the agency for all Charges, costs and expenses (including legal costs and expenses) imposed by that agency.

7.8 Diners Club may vary the Charges which apply by updating the relevant section(s) of the Product Manual. Diners Club shall inform the Company in advance in writing if it updates the Product Manual. If the Company requires written notification of variations to Charges, it should write to Diners Club requesting for the written details of the current Charges free of charge.

7.9 Charges are payable both before and after any judgment.

7.10 The imposition of Charges is without prejudice to Diners Club's right to revoke the Company's right to use the Company's Account Number and to demand from the Company immediate recovery of the Balance (including Charges) and a reimbursement of any collection and/or legal costs and expenses.

8. Repayments and Disputed Charges

8.1 Diners Club may use the Company's payments to pay off the outstanding Charges in any order Diners Club chooses.

8.2 Diners Club may use any money held in one account in the Company's name to pay any debt due on any other account in the Company's name.

8.3 Subject to clause 8.5, Diners Club recognises non-payment by the Company of Charges for a limited number of specified reasons only. The list of valid reasons can be found in section 4 of the Product Manual located at www.dinersclub.be or www.dinersclub.nl, or can be requested free of charge by writing to Diners Club.

8.4 When the Company has notified Diners Club that the Company disputes a Charge and has given a reason specified in section 4 of the Product Manual, Diners Club will:

- (a) enquire of the Supplier whether it regards such Charge to have been properly incurred; and
- (b) not debit the Account for such Charge pending the outcome of such dispute during a specified time period.

In the event of either a continued dispute between the Company and the Supplier about a Charge, or the expiry of the specified time period, Diners Club may process such Charge to the Company's Account and the Company will be solely responsible for obtaining a refund from or resolving any dispute with the Supplier directly.

8.5 If the Company has an active direct debit facility in place, Diners Club will not recognise non-payment by the Company of a Charge for any reason. The Company must contact its Supplier direct to obtain reimbursement in the event of a dispute. If Diners Club receives a written instruction from the Supplier to refund the Company's Account, Diners Club shall deduct the value of the Charge from a subsequent Balance.

9. Closing the Account

9.1 The Company may terminate the Agreement, with a notice period of one month. The termination of the Agreement must be made in writing. Termination is effective only on Diners Club's receipt of the notice. Diners Club may terminate the Agreement with a notice period of two months.

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9.2 Diners Club reserves the right, at any moment, to (temporary) restrict, block, suspend or modify the Account for objective, legitimate reasons related to the security of the Account or related to a suspicion of unauthorised or fraudulent use of the Account. In case of a restricted, blocked, suspended or modified Account, the reasons therefore will be communicated by registered mail to the Company at the address specified on the front page hereof, unless the announcement contradicts with security reasons or if it is prohibited by law. As soon as the reasons for restricting, blocking, suspending or modifying the Account cease to exist, Diners Club terminates the restriction, blocking, suspension or modification, or replaces the Account.

9.3 The Company acknowledges and agrees that it shall remain liable for all Charges incurred through the use of its Account Number at any time, irrespective of termination or revocation, in accordance with the conditions as described in article 14. The Company will remain liable for all Charges prior to termination of its Account, even if payment to the Supplier by Diners Club is not made until after the Company's Account is terminated.

9.4 Diners Club shall refuse to accept Charges incurred on the Account after it has been terminated. The Company should cancel any authority, or standing instruction the Company may have with the Supplier.

9.5 The Account will be considered closed when all liabilities to Diners Club under these Terms and Conditions are paid.

10. Claims Against the Supplier

10.1 Except as required by applicable law, Diners Club is not responsible for the Travel Services or the standard, quality or suitability of any Travel Services purchased from the Supplier using the Company's Account.

10.2 Unless the Company has the legal right to do so, the Company cannot use a claim that it may have against a Supplier (or against the principals for whom the Supplier acts as agent) to make a claim against Diners Club, or as grounds to refuse to pay the Balance to Diners Club.

11. Changes

Diners Club reserves the right to modify the Terms and Conditions at any time, on the condition that the Company and the Supplier will be notified two months beforehand. The modifications shall be communicated to the Company and the Supplier in writing, on the monthly Account which shall indicate the date of entry into force. If the Company and/or the Supplier do not accept this amendment, it will have to notify Diners Club prior to the amendments taking effect. The Company and/or the Supplier than also has the possibility to terminate the Agreement free of charge, with observance of Article 14 of these Terms and Conditions. In the absence of the above, the Company and/or the Supplier shall be deemed to have accepted the new contents of the Terms and Conditions.

12. Communications

Any notice or documents sent by Diners Club shall be deemed validly delivered 48 hours after posting when sent to the Company's most recently supplied address.

13. Transfer

The Company may not transfer to any third party the Company's rights and obligations under these Terms and Conditions. Diners Club shall be entitled to transfer to any person (i) any sums which the Company owes Diners Club or will in future owe under these Terms and Conditions together with Diners Club's rights to obtain payment of those sums; and (ii) Diners Club's rights and obligations under these Terms and Conditions.

14. Liability

14.1 Diners Club shall not be liable if it is unable to perform its obligations under these Terms and Conditions due to the failure of any machine data processing system or transmission or other communications link or to any industrial dispute or anything outside Diners Club's control.

14.2 The Company accepts liability for the acts and omissions of its subcontractors or employees in connection with these Terms and Conditions and the Company accepts responsibility for all resulting loss or damage sustained by Diners Club.

14.3 On becoming aware of any unknown or unauthorised entries, errors or irregularities on the Account, the Company shall request Diners Club in writing, without undue delay and no later than 13 months after the transaction date mentioned on the Account, to reimburse him for these charges. If the Company denies to have given his consent with an executed transaction or indicates that a transaction has been incorrectly executed, Diners Club shall deliver the evidence that the transaction has been authenticated, registered and booked correctly and that it has not been influenced by a technical default or failure of any kind. In case Diners

Club assesses that the transaction was unauthorized, Diners Club will reimburse the amount of the unauthorized transaction immediately and, where applicable, restore the debited Account to the state in which it would have been had the unauthorized transaction not taken place.

14.4 The Company shall, until the moment of notification of a loss, theft or unauthorized use of the Account, be liable for charges up to a maximum of EUR 150 for the consequences of any use as a result of loss, theft or unauthorized use of the Account, if the Company has neglected to guarantee the security of the Account. This limit does not apply in the event of gross negligence or intention of the Company or in the situation of intentional or with great negligence failing to comply with the obligations in these Terms and Conditions. After notifying Diners Club, any charges resulting from the Account will be for the account of Diners Club, except if the Company has acted in a fraudulent manner.

14.5 To the maximum extent permitted by applicable law, Diners Club shall not be liable to the Company for any special, indirect or consequential loss, damages or expenses, nor shall Diners Club be liable to the Company for loss of reputation, loss of business, revenue or profits, loss of bargain, loss of opportunity, loss of goodwill, business interruption, economic loss, loss of use or data, loss of savings or anticipated savings whether or not foreseeable occurring as a result of Diners Club's defaults, errors, acts or omissions in connection with these Terms and Conditions or the defaults, errors, acts or omissions of any of Diners Club's employees, contractors or subcontractors.

14.6 Without prejudice to the above, all terms, warranties, representations and conditions whether made orally or implied by circumstances, custom, contract, equity, statute or common law are hereby excluded to the maximum extent permitted by applicable law.

15. Indulgence

Any concession that Diners Club may grant to the Company shall not affect the Company's obligations under these Terms and Conditions or Diners Club right to enforce those obligations or exercise any other rights, options or remedies under these Terms and Conditions.

16. Disclosure

16.1 Diners Club may disclose to the Supplier, at any time, details of any transaction or indebtedness that may exist between the Company and Diners Club.

16.2 Diners Club may at any time make enquiries and searches of any type about the Company for the purposes of credit assessment.

16.3 Diners Club may register information about the Company and the Company's Account with licensed credit reference agencies.

16.4 Diners Club may pass information about the Company confidentially to any companies in the Diners Club Group.

16.5 Diners Club may also pass information about the Company and the Company's business for fraud prevention and tracing purposes.

17. Data Protection

Diners Club, the Company and the Travel Agent each confirm to have complied, and shall continue to comply, in and as far as applicable, with their obligations under the provisions of the Belgian Act of 8 December 1992 relating to the protection of private life with regard to processing of personal data, as amended from time to time.

18. Disputes

These Terms and Conditions and all matters arising out of the issue and use of the Company's Account are subject to Belgian law and the jurisdiction of the Brussels courts.

These Terms and Conditions shall come into effect on 1st April 2011, and remain in effect until notified otherwise.