

Agency Terms and Conditions

1. Definitions and Interpretation

1.1 In these Terms and Conditions, "Company", "we", "us" and "our" refers to Portway Capital Limited. "Agency", "you" and "your" refers to the approved travel trade partner holding a valid Trade Account. "Trade Account" means a B2B account granted by the Company providing access to confidential trade-only rates for hotel accommodation and ground transport services. "Services" means hotel accommodation, lodging products, transfers, private transport, chauffeur services, and other ground transport arrangements supplied via third-party Suppliers. "Trade Rates" means net, wholesale, contracted, or discounted rates made available exclusively for authorised resale. "Clients" means the Agency's end customers or travellers. "Suppliers" means hotels, accommodation providers, transfer companies, chauffeur providers, or any other third-party service provider.

2. Scope of Agreement

2.1 These Terms govern all Trade Accounts, bookings, quotations, and use of the Company's Services. By accessing or using a Trade Account, the Agency confirms full acceptance of these Terms.

2.2 The Company operates strictly on a business-to-business (B2B) basis in respect of hotel accommodation and ground transport only and does not contract directly with the Agency's Clients unless expressly agreed in writing.

2.3 The Agency acknowledges that it acts as principal or intermediary in relation to its Clients and is solely responsible for all Client-facing obligations, including pricing, communication, and documentation.

3. Trade Account Eligibility and Access

3.1 Trade Accounts are issued only to bona fide travel trade professionals and are subject to approval at the Company's sole discretion.

3.2 The Company may request supporting documentation at any time, including business registration, VAT details, accreditation, or trading evidence.

3.3 Trade Accounts are strictly non-transferable and must not be shared, sublicensed, or used by unauthorised third parties.

4. Confidentiality of Trade Rates

4.1 All Trade Rates are strictly confidential and commercially sensitive. The Agency agrees not to publish, disclose, distribute, or make such rates available to any third party without prior written consent.

4.2 Trade Rates must not be displayed publicly in any form, including websites, social media, advertising materials, or quotation tools accessible to the general public.

4.3 Trade Rates are provided solely for professional resale purposes within the travel trade.

4.4 Any breach of confidentiality may result in immediate suspension or termination of the Trade Account, cancellation of bookings, and legal action for damages.

5. Agency Responsibilities

5.1 The Agency is solely responsible for all activity conducted through its Trade Account and all dealings with its Clients.

5.2 The Agency may apply its own mark-ups, service fees, or commissions and is solely responsible for its pricing and commercial arrangements with Clients.

5.3 The Company accepts no liability for disputes between the Agency and its Clients under any circumstances.

6. Bookings and Confirmation

6.1 All bookings are subject to availability and Supplier confirmation. No booking is confirmed until written confirmation is issued by the Company or Supplier.

6.2 The Agency is responsible for ensuring all booking information is accurate, including names, dates, and service requirements.

6.3 Special requests are not guaranteed unless confirmed in writing.

7. Supplier Terms

7.1 All Services are subject to the applicable Supplier terms and conditions, including cancellation, amendment, refund, and operational policies.

7.2 The Agency must ensure all Supplier conditions are communicated to its Clients.

7.3 The Company acts only as an intermediary between the Agency and Suppliers and accepts no liability for Supplier acts, omissions, service failures, or insolvency.

8. Pricing and Resale Rights

8.1 Trade Rates are provided strictly on a net basis for resale. The Agency may apply its own retail pricing, mark-ups, or service fees.

8.2 The Agency is solely responsible for all taxation, VAT, and regulatory obligations arising from resale activity.

9. Payment Terms and Credit Facilities

9.1 Payment terms shall be as agreed in writing or stated on invoices. Where no credit facility is granted, full payment may be required prior to booking confirmation.

9.2 Where credit facilities are granted, payment must be made within agreed terms. Late payments may result in suspension of services, cancellation of bookings, withdrawal of credit facilities, and interest charges.

9.3 The Agency remains fully liable for all confirmed bookings regardless of whether it has collected payment from its Clients.

10. Cancellations, Amendments and No-Shows

10.1 Cancellation and amendment policies are determined by Suppliers and may vary per booking. Certain rates may be non-refundable or subject to 100% cancellation charges.

10.2 Amendments are subject to availability and may incur additional charges.

10.3 No-shows will be charged in full in accordance with Supplier policies.

11. Refunds and Refund Policy (Strict Net Recovery Basis)

11.1 All bookings are subject to Supplier terms and conditions, which determine whether a refund is permitted in the event of cancellation, amendment, or non-performance. The Company does not guarantee refunds in any circumstances unless and to the extent that a refund is received from the relevant Supplier or is required by applicable law.

11.2 The Agency acknowledges and agrees that the Company operates strictly as an intermediary and does not hold Client funds on trust. Accordingly, any refund payable shall be strictly limited to the amount actually recovered from the Supplier, less any non-recoverable costs, charges, fees, or administrative expenses incurred.

11.3 Where a booking is non-refundable or subject to restricted cancellation terms by the Supplier, no refund shall be due or payable by the Company except where required by mandatory law.

11.4 The Company shall have no obligation to provide any refund where the Supplier refuses, delays, or fails to process a refund, including due to insolvency, operational disruption, or force majeure events.

11.5 Any administrative fees or non-recoverable third-party costs may be deducted from any refund received prior to onward payment.

11.6 Refund processing timelines are dependent entirely on Supplier processing times and the Company accepts no liability for delays.

12. Fraud, Misuse and Chargebacks

12.1 The Agency must maintain appropriate fraud prevention controls and shall not engage in misuse of Trade Accounts.

12.2 The Company may refuse or cancel any booking suspected of fraud or abuse.

12.3 The Agency shall not initiate unjustified chargebacks and remains liable for all associated costs, including Supplier penalties and recovery expenses.

13. Compliance and Regulatory Obligations

13.1 The Agency is solely responsible for compliance with all applicable laws, including consumer protection, tax, anti-money laundering, sanctions, and data protection laws.

13.2 The Agency is responsible for determining whether Package Travel Regulations 2018, ATOL, ABTA bonding, or similar obligations apply to its business model.

13.3 The Agency warrants that it holds all necessary licences and authorisations required to operate legally.

14. Data Protection

14.1 Both parties shall comply with applicable data protection laws, including UK GDPR and the Data Protection Act 2018.

14.2 The Agency confirms it has lawful basis to share personal data with the Company and Suppliers for booking fulfilment.

14.3 Data shall only be used for operational and service delivery purposes.

15. Intellectual Property

15.1 All systems, pricing data, content, and materials remain the exclusive intellectual property of the Company.

15.2 The Agency shall not copy, reproduce, scrape, or reverse engineer any Company systems or content.

16. Limitation of Liability

16.1 The Company's total liability is limited to the value of the affected booking.

16.2 The Company shall not be liable for indirect or consequential losses, including loss of profit, revenue, or reputation.

16.3 The Company accepts no liability for Supplier performance, insolvency, or failures outside its control.

17. Force Majeure

17.1 Neither party shall be liable for failure or delay caused by events beyond reasonable control, including natural disasters, pandemics, strikes, war, terrorism, government action, or transport disruption.

18. Suspension and Termination

18.1 The Company may suspend or terminate any Trade Account immediately in the event of any breach of these Terms, non-payment, fraud, misuse, reputational risk, or where any dispute, claim, legal action, or court proceedings are brought, threatened, or commenced against the Company by the Agency or any party connected to the Agency.

18.2 Upon termination, all outstanding balances become immediately due and payable.

18.3 Confidentiality obligations survive termination.

19. Confidentiality

19.1 Both parties agree to maintain strict confidentiality of all commercial arrangements, including Trade Rates and Supplier agreements.

19.2 This obligation survives termination indefinitely.

20. Governing Law and Jurisdiction

20.1 These Terms are governed by the laws of the United Kingdom.

20.2 The courts of England and Wales shall have exclusive jurisdiction over any disputes.

21. Entire Agreement

21.1 These Terms constitute the entire agreement between the parties and supersede all prior discussions or representations.

21.2 No amendment is valid unless made in writing and signed by the Company.

Please address any queries in writing to:

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Tel: 0333 011 6981, E-mail: info@corporationtravel.com