



TRAVEL CONSULTANT AGREEMENT

Between

MERLIN TRAVEL GROUP LTD

And

EXAMPLE AGENT

Trading As

EXAMPLE AGENT

COMMENCEMENT DATE

2024-10-26

CONTENT

CLAUSE

1. Interpretation	3
2. Term of engagement	5
3. Duties and obligations	5
4. Fees	8
5. Other activities	8
6. Confidential information	8
7. General Data Protection Regulation	9
8. Insurance and liability	9
9. Termination	10
10. Obligations on termination	11
11. Status	11
12. Notices	12
13. Entire agreement	12
14. Variation	13
15. Governing law and jurisdiction	13

Parties

(1) Merlin Travel Group Ltd incorporated under the Companies Acts with company number SC634186 whose registered office is at Merlin House, Mossland Road, Glasgow, G52 4XZ (Client).

And

(2) **EXAMPLE AGENT** (Consultant), trading as **EXAMPLE AGENT** whose addresses is : **EXAMPLE AGENTS FULL ADDRESS**

AGREED TERMS

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in this agreement (unless the context requires otherwise).

Booking: a booking made by the Consultant for a Customer through the System for a cruise, package or other type of holiday and/or for travel services and ancillary products or services.

Business of the Client: Travel Agency Services

Capacity: as agent, consultant, director, employee, owner, partner, shareholder or in any other capacity.

Client Property: all documents, books, manuals, materials, records, correspondence, papers and information (on whatever media and wherever located) relating to the Business or affairs of the Client or its customers and business contacts, and any equipment, keys, hardware or software provided for the Consultant's use by the Client during the Engagement, and any data or documents (including copies) produced, maintained or stored by the Consultant on the Client or the Consultant's computer systems or other electronic equipment during the Engagement.

Commencement Date: the date from which the Consultant has agreed to provide services from.

Completed Booking: a Booking where all payments due, including deposit and balance, have been paid and the commission due to the Client has been paid.

Commission: the nett commission paid to the Client for a Completed (Paid in Full) Booking after deduction of (i) the VAT due/paid and (ii) the applicable rate of credit card or debit card transaction fees, and system processing fees. Commission shall be paid to the Consultant at the commission split percentage level of 75% in the Consultant's favour. Signing this agreement constitutes that you are in agreement with these Commission Terms.

Confidential Information: information in whatever form (including without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the business, customers, products, affairs, reservations portal logins and finances of the Client and business partners, suppliers and agencies with which it conducts business, being confidential to the Client and trade secrets including, without limitation, commercial supplier terms and agreements, technical data and know-how relating to the Business of the Client or any of its suppliers, customers, agents, distributors, shareholders, management company, management or business contacts and including (but not limited to) information that the Consultant creates, develops, receives or obtains in connection with his Engagement, whether or not such information (if in anything other than oral form) is marked confidential.

Customers: customers or clients of the Consultant, who use the Consultant to plan, Programme, manage, administer, and book their holiday, holiday accommodation and/or travel services.

Engagement: the engagement of the Consultant by the Client on the terms of this agreement.

Insurance Policies: commercial general liability insurance cover, professional indemnity insurance cover and public liability insurance cover.

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Pre-Contractual Statement: any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether a party to this agreement or not) relating to the Engagement other than as expressly set out in this agreement or any documents referred to in it.

Services: to introduce Customers to make Bookings with the Client.

System: the booking system operated by the Client for taking and managing bookings from its customers for holidays and/or travel services.

System: the booking system operated by the Client for taking and managing bookings from its customers for holidays and/or travel services.

1.2 The headings in this agreement are inserted for convenience only and shall not affect its construction.

1.3 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.4 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.5 Unless the context otherwise requires, words in the singular include the plural and in the plural includes the singular

1.6 The Schedule to this agreement forms part of (and is incorporated into) this Agreement.

2. TERM OF ENGAGEMENT

2.1 The Client shall engage the Homeworker Travel Consultant on a Self-Employed basis and the Consultant shall provide the Services on the terms of this agreement.

2.2 The Engagement shall commence on the Commencement Date and shall continue for an initial period of twelve calendar months unless and until terminated:

- (a) as provided by the terms of this agreement; or
- (b) by the either party giving not less than four weeks' prior written notice

3. DUTIES AND OBLIGATIONS

3.1 During the Engagement the Consultant shall:

(a) provide the Services with all due care, skill and ability and use his best endeavours to promote the interests of the Client or any Group Company and at all times represent and the Company and conduct himself in a professional and acceptable manner;

And

(b) promptly give to the Client all such information and reports as it may reasonably require in connection with matters relating to the provision of the Services or the Business of the Client or any Group Company.

3.2 The Consultant shall use reasonable endeavours to ensure that he is available at all times on reasonable notice to provide such assistance or information as the Client may require.

3.3 Unless he has been specifically authorised to do so by the Client in writing, the Consultant shall not:

- (a) have any authority to incur any expenditure in the name of or for the account of the Client; or
- (b) hold himself out as having authority to bind the Client

3.4 The Consultant shall:

(a) be responsible for all aspects of Bookings made by them under the company name including the collection of any payments, deposits and balances due on all Bookings within the due dates and Bookings' terms and conditions;

(b) be responsible for the client management of all of Bookings both pre and post departure;

(c) providing all required Bookings details to the Client to allow the Client to load the relevant details into the accounts system within 24 hours of a Booking being made;

(d) comply with all Company policies, procedures and guidelines, all supplier procedures, terms & conditions, and all ATOL/CAA legislation and guidelines, including the Package Travel Regulations, in the performance of the Services and in all aspects and management of Bookings;

(e) ensure that all required payments are received by the Client before confirming a Booking to the relevant customer or the Client;

(f) use the business email address which will be agreed by the Client in all dealings with Customers in managing, arranging and administering all Bookings, and without delay provide access to all written correspondence in relation to an enquiry or booking, in the event that the Client requires to see a paper-trail of communications relating to the Customer's enquiry / booking;

(g) in respect of any low cost carrier or other approved supplier Bookings, book these from the Client's authorised airlines and suppliers list only and, if making these direct on the airline's or supplier's website, only purchase these using the virtual or approved company credit/debit card provided after prior authorisation is given by the Client for these Bookings; and

(h) comply with all regulations, rules and instructions given to the Consultant in writing as to the performance of the Services, the management and administration of the Bookings, the use of the System and any other aspect of the Business of the Client. Such rules, regulations and instructions may be issued in a Company Policy & Procedures document or any other written format and may be updated periodically.

(i) indemnify the Client against any loss incurred due to error or negligence on the part of the Consultant. Any such error or negligence which results in financial penalty or charges must be met immediately by the Consultant and reimbursed to the Client.

3.5 Breach of clause 3.4 shall be deemed a material breach of this agreement.

3.6 The Consultant may use a third party to perform any administrative, clerical or secretarial functions which are reasonably incidental to the provision of the Services provided that:

(a) the Client will not be liable to bear the cost of such functions; and

(b) at the Client's request the third party shall be required to enter into direct undertakings with the Client, including a non-disclosure agreement with regard to confidentiality.

3.7 The Consultant shall:

(a) comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (Relevant Requirements);

(b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;

(c) comply with the Client's Anti-bribery and Anti-corruption Policies as the Client may intimate and update from time to time (Relevant Policies);

(d) promptly report to the Client any request or demand for any undue financial or other advantage of any kind received by the Consultant in connection with the performance of this agreement;

(e) ensure that he is fully aware of and in full compliance with the Package Travel Regulations, the General Data Protection Regulations (GDPR), Company Policies and Procedures, and any industry rules, regulations, and procedures which may affect the Client's business.

(f) Should the Consultant decide to leave Merlin Travel Group to continue their business activities as a self-employed travel consultant under another consortia or travel network, the Consultant shall advise the Client (Merlin Travel Group) in writing of their intention to do so no less than 8 weeks prior to the date from which their new membership agreement shall commence in order to reconcile accounts and put a plan in place for the management of any remaining bookings that have not yet travelled.

3.8 Breach of this clause 3.7 shall be deemed a material breach of this agreement.

4. FEES

4.1 The Client shall pay the Consultant a fee for each Completed Booking calculated as A percentage of the net Commission / profit on each booking. Commission calculation will be in accordance with clause 1.1. On the seventh working day of each month during the Engagement the Consultant shall submit to the Client an invoice which gives details of the Consultant's Completed Bookings (paid in full) which have departed during the previous month and the amount of the fee payable for the Services during that month.

4.2 In consideration of the provision of the Services during the Engagement, the Client shall pay each invoice submitted by the Consultant in accordance with clause 4.1 within fourteen days of receipt.

4.3 The Client shall be entitled to deduct from the invoice any management or booking system fees, amendments or adjustments to bookings or commissions for which the Consultant has already been paid, any other sums due that the Consultant may owe to the Client at any time.

4.4 Payment in full or in part of the fees claimed under clause 4 shall be without prejudice to any claims or rights of the Client against the Consultant in respect of the provision of the Services.

4.5 The Consultant shall pay the Client a Monthly Management Fee by standing order on the 1st day of each month for the duration of the Engagement. This shall be paid monthly in advance in the amount stated on the Membership Proposal and may be varied by the Client by giving 4 weeks written notice. The cost of the Monthly Management Fee will be notified to the Consultant in writing prior to commencement of the Agreement.

5. OTHER ACTIVITIES

Nothing in this agreement shall prevent the Consultant from being engaged, concerned or having any financial interest in any Capacity in any other business, trade, profession or occupation during the Engagement provided that:

(a) such activity does not cause a breach of any of the Consultant's obligations under this agreement;

(b) the Consultant shall not engage in any such activity if it relates to a business which is similar to or in any way competitive with the Business of the Client without the prior written consent of the Client.

6. CONFIDENTIAL INFORMATION

6.1 The Consultant acknowledges that in the course of the Engagement he will have access to Confidential Information. The Consultant has therefore agreed to accept the restrictions in this clause 6.

6.2 The Consultant shall not (except in the proper course of his duties), either during the Engagement or at any time after the Termination Date, use or disclose to any third party (and shall use his best endeavours to prevent the publication or disclosure of) any Confidential Information. This restriction does not apply to:

- (a) any use or disclosure authorised by the Client or required by law; or
- (b) any information which is already in, or comes into the public domain otherwise than through the Consultant's unauthorised disclosure.

6.3 At any stage during the Engagement, the Consultant will promptly on request return all and any Client Property in his possession to the Client.

7. GDPR - THE GENERAL DATA PROTECTION REGULATION

7.1 The Consultant shall familiarise himself with and comply with the Client's data protection policy and relevant obligations under GDPR and associated codes of practice when processing, transferring or storing personal data relating to any employee, worker, customer, client, supplier or agent of the Client.

8. INSURANCE AND LIABILITY

8.1 The Consultant shall have personal liability for and shall indemnify the Client for any loss, liability, costs (including reasonable legal costs), damages or expenses arising from any breach by the Consultant of the terms of this agreement including any negligent or reckless act, omission, error or default in the provision of the Services not covered under the Client's group insurance policy.

8.2 The Consultant shall comply with all terms and conditions of the Client's Insurance Policies and all Policies and Procedures at all times.

8.3 The Consultant shall also ensure that they hold a suitable business insurance policy at all times.

9. TERMINATION

9.1 Notwithstanding the provisions of clause 2.2, the Client may terminate the Engagement with immediate effect with no liability to make any further payments to the Consultant if at any time the Consultant:

- (a) commits any gross misconduct affecting the Business of the Client;

(b) commits a material breach of this agreement

(c) commits any serious or repeated breach or non-observance of any of the provisions of this agreement or refuses or neglects to comply with any reasonable and lawful directions of the Client;

(d) Is convicted of any criminal offense (other than an offense under any road traffic legislation in the United Kingdom or elsewhere for which a fine or non-custodial penalty is imposed);

(e) is in the reasonable opinion of the Client negligent or incompetent in the performance of the Services;

(f) is declared bankrupt or makes any arrangement with or for the benefit of his creditors or has a county court administration order made against him under the County Court Act 1984;

(g) commits any fraud or dishonesty or acts in any manner which in the opinion of the Client brings or is likely to bring the Consultant or the Client into disrepute or is materially adverse to the interests of the Client;

(h) commits any breach of the Client's policies and procedures; or

(i) commits any offence under the Bribery Act 2010.

9.2 The Consultant agrees that upon termination any bookings which are not yet Completed Bookings will be managed by the Customer. The Commission split on these bookings will be 75% of the nett commission / profit of the booking in the Client's favour and the Consultant shall receive 25%.

9.3 If Commissions are due after Termination they will be paid after the Consultant's last remaining booking has travelled at which time the Consultant's account with the Client will be finalised and any credits or debits outstanding will be reconciled and a final statement of account produced

9.4 The rights of the Client under clause 10.1 are without prejudice to any other rights that it might have at law to terminate the Engagement or to accept any breach of this agreement on the part of the Consultant as having brought the agreement to an end.

Any delay by the Client in exercising its rights to terminate shall not constitute a waiver of these rights.

10. OBLIGATIONS ON TERMINATION

On the Termination Date the Consultant shall:

(a) immediately deliver to the Client all Client Property in his possession or under his control;

(b) irretrievably delete any information relating to the Business of the Client stored on any magnetic or optical disk or memory and all matter derived from such sources which is in his possession or under his control outside the premises of the Client. For the avoidance of doubt, the contact details of business contacts made during the engagement are regarded as Confidential Information, and as such, must be deleted from personal social or professional networking accounts; and

(c) provide a signed statement that he has complied fully with his obligations under this clause 10.

11. STATUS

11.1 The relationship of the Consultant to the Client will be that of self-employed independent contractor and nothing in this agreement shall render him an employee, worker, agent or partner of the Client and the Consultant shall not hold himself out as such.

11.2 This agreement constitutes a contract for the provision of services and not a contract of employment and accordingly the Consultant shall be fully responsible for and shall indemnify the Client for and in respect of:

(a) any income tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the performance of the Services, where the recovery is not prohibited by law. The Consultant shall further indemnify the Client against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by the Client in connection with or in consequence of any such liability, deduction, contribution, assessment or Claim;

(b) any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Consultant against the Client arising out of or in connection with the provision of the Services.

11.3 The Client may at its option satisfy such indemnity (in whole or in part) by way of deduction from any payments due to the Consultant.

12. NOTICES

12.1 Any notice given under this agreement shall be in writing and signed by or on behalf of the party giving it and shall be served by delivering it personally, or sending it by pre-paid recorded delivery or registered post to the relevant party at (in the case of the Client) its registered office for the time being and (in the case of the Consultant) his last known address. Any such notice shall be deemed to have been received:

(a) if delivered personally, at the time of delivery; or

(b) in the case of pre-paid recorded delivery or registered post, [48] hours from the date of posting.

12.2 In proving such service it shall be sufficient to prove that the envelope containing the notice was addressed to the address of the relevant party and delivered either to that address or into the custody of the postal authorities as a pre-paid recorded delivery or registered post.

13. ENTIRE AGREEMENT

Each party on behalf of itself acknowledges and agrees with the other party that:

- (a) this agreement together with any documents referred to in it constitutes the entire agreement and understanding between the Consultant and the Client and supersedes any previous arrangement, understanding or agreement between them relating to the Engagement (which shall be deemed to have been terminated by mutual consent);
- (b) in entering into this agreement neither party has relied on any Pre-Contractual Statement; and
- (c) each party agrees that the only rights and remedies available to it or arising out of or in connection with any Pre-Contractual Statement shall be for breach of contract. Nothing in this agreement shall, however, limit or exclude any liability for fraud.

14. VARIATION

No variation of this agreement or of any of the documents referred to in it shall be valid unless it is in writing and signed by or on behalf of each of the parties.

15. GOVERNING LAW AND JURISDICTION

15.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Scotland.

15.2 The parties irrevocably agree that the Scottish Courts shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

Signed by **Merlin Travel Group Ltd**

Signed By **Member / Consultant**

Ian Richardson

EXAMPLE

Ian Richardson
Business Development Manager
Date: **2024-10-26**

EXAMPLE AGENT EXAMPLE AGENT
EXAMPLE AGENT
Date: **2024-10-26**