

General Terms and Conditions Access to and use of this website is provided by TUI UK Limited (Company no 02830117) with its registered office at TUI Travel House, Crawley Business Quarter, Fleming Way, Manor Royal, Crawley, West Sussex, RH10 9QL subject to the following terms and conditions which shall apply to: (a) your use of our Web Site and our call centre; (b) our supply of products and services; and (c) all our dealings with you.

IT IS IMPORTANT THAT YOU READ AND UNDERSTAND THESE TERMS AND CONDITIONS BEFORE YOU START USING OUR SITE. BY USING THIS SITE YOU AGREE TO COMPLY WITH AND BE BOUND BY THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE WITH ALL OF THESE TERMS AND CONDITIONS, YOU MUST NOT USE THIS SITE. Definitions

"Agent" shall mean the party accessing the Retail Browser selling system or calling our call centre wishing to purchase on an ad-hoc basis Aircraft Seats provided by us and references to "you" shall be read as references to the Agent.

"Agreement" shall mean the contract formed between TUI UK Limited and the Agent for the selling of Aircraft Seats via the aforementioned sales channels.

"Aircraft Seats" shall mean seats sold by us to the Agent pursuant to these terms and conditions on an ad-hoc basis on the aircraft and upon the flight schedule issued.

"ATOL" means Air Travel Organiser's Licence.

"ATOL Confirmation Invoice" means a hard copy or electronic document containing the information detailed in Clause 1.7.

"ATOL Receipt" means a hard copy or electronic document containing the information detailed in Clause 1.10.

"ATOL Regulations" means the Civil Aviation (Air Travel Organisers' Licensing) Regulations 2012, as may be amended or replaced from time to time.

"CAA" means the Civil Aviation Authority in the United Kingdom.

"Carrier" shall mean Thomson Airways Limited company number 444359 or such other airline that may operate the flights on which the Aircraft Seats are sold.

"End User" shall mean the end-user of the Aircraft Seats as defined in the ATOL Regulations.

“Licence Holder” means the Agent who holds an Air Travel Organiser’s Licence granted by the CAA under the ATOL Regulations;

“Licensable Transaction” means any transaction to provide or to arrange for the provision of one or more flights (with or without ground accommodation or other facilities) in circumstances where this constitutes an activity in respect of which the Licence Holder is required to hold a licence;

“Parties” shall mean us and the Agent; and “us” and “we” shall mean TUI UK Limited (Registered Number 2830117) whose registered office is at TUI Travel House, Crawley Business Quarter, Fleming Way, Crawley, West Sussex, RL10 NQL.

“Passenger” means a customer of the Agent who purchases a flight or flight inclusive holiday from the Agent; ‘Passenger’ excludes a child below the age of two who is not allocated a separate seat before boarding the aircraft;

1. LICENSES

1.1 The Agent shall hold all necessary licences required allowing them to sell Aircraft Seats, typically an ATOL licence but this may vary depending upon the Agents country of origin. Should such licence be restricted by passenger numbers, or in any other manner, the Agent shall ensure that the sale of any Aircraft Seats pursuant hereto, does not breach any such restrictions. The licence shall be valid for the duration of the Agreement, and if the Agreement is terminated then the licence shall cover any existing bookings for future departures.

1.2 The Licence Holder shall ensure that it complies at all times with the ATOL Regulations including but not limited to documentation, certificates and the terms and conditions upon which the Licence Holder (or its authorised agent on its behalf) enters into a licensable transaction. The Licence Holder shall not in any way indicate to Passengers that the Aircraft Seat is sold by us and protected under our ATOL licence.

For further information visit the ATOL website at www.atol.org.uk

1.3 ATOL-ATOL Confirmation Invoice

We shall issue an ATOL-ATOL supplier invoice by electronic document containing the following statement:

This is an ATOL to ATOL transaction to [purchasing Licence Holder's name and ATOL number]. This invoice is not to be passed to a consumer and there is no ATOL protection provided. The flight(s) are made available for resale under that ATOL of [purchasing Licence Holder's name and ATOL number].'

2. BOOKING OF AIRCRAFT SEATS

2.1 The Agent shall at all times form the Agreement with us using this web site, our Selling system or call centre in accordance with these terms and conditions and the procedure laid down in this clause.

2.2 Subject to clause 3 and prior to our Agreement, the Agent shall specify the number of Aircraft Seats required on the appropriate page of the web site (the "Request"), selling system or when contacting the call centre.

2.3 Where the Agent makes a Request via the web site it shall receive an automatically generated confirmation of the Request by electronic mail, and where the Agent makes a Request via our selling system or the call centre it shall receive confirmation of the Request. Both Parties agree that the Agreement shall become final and binding upon receipt by the Agent of such automatically generated confirmation as appropriate. Prior to the Agreement becoming final and binding we are not committed to providing the requested seats.

2.4 In the 24 hours subsequent to receipt of an automatically generated confirmation, the Agent may raise queries relating to any manifest error (including but not limited to errors relating to the number or date of the Aircraft Seats) on the confirmation.

3. NO GROUP BOOKINGS

3.1 The Agent undertakes not to book more than 10 Aircraft Seats on any one flight. For the avoidance of doubt, the Agent shall not book multiple groups of 10 Aircraft Seats on any one flight. For requests of more than 10 seats on a flight, the Agent must call the Call Centre 0203 451 2684 to receive a quote and to book. Should the Agent contravene this clause by booking more than 10 aircraft seats on any one flight we reserve the right to cancel any Aircraft Seats over and above the original booking for 10 seats without notice, or to charge an increase in the Aircraft Seat rate for any Aircraft Seats over and above the original booking of 10 seats with prior written notice. Failure to comply with this clause could result in the Agents password being temporarily or permanently revoked.

4. PAYMENT

4.1 Payment shall be made by the Agent by weekly direct debit. The Agent agrees that the amounts to be debited are variable.

4.2 Statements shall be made available for the Agent to view on weekly basis every Monday. The hold request deadline for any queries on the statement is 4p.m Tuesday. Payments will be debited from the Agents account every Thursday.

4.3 Overseas Agents will receive monthly statements and make payment to TUI UK Ltd via bank transfer. The statement will include all bookings outstanding on the agents account irrespective of the departure date. The statement is produced on the 25th of each month and will be deemed received within 3 days. Payment must be fully paid no later than the 10th of the following month. Payment is required in cleared funds in the agreed currency no later than the expected due date. The Agent must pay any charges and fees levied by the bank when processing payments.

4.4 If the agent has any queries on a payment or on their direct debit they should contact our Credit Control Department on: +44 (0)207 1060374, or in writing to Revenue Dept. Wigmore House, Wigmore Lane, Luton, Bedfordshire, ENGLAND LU2 9TN. Queries should not prevent a payment being made.

4.5 Under certain circumstances at sole discretion, bank guarantees may be required.

5. PRICE ALTERATION

5.1 We operate a fluid pricing policy and reserve the right to change prices without prior notice.

6. TICKETING / DOCUMENTATION / PASSENGER LIABILITY

6.1 The Agent shall be responsible for issuing to its own Passengers the relevant air tickets. In the event e-tickets are to be issued to Passengers, we will notify the Agent in writing. Such e-tickets shall be in the Passenger's name and will be retrievable by the Agent. Tickets issued by the Agent must be the Agent's own tickets, and must be approved by us in writing. Approval must be sought via the TUI UK Licensing manager Tel +44 (0) 207 1060374. 6.2 Any tickets, e-tickets or documentation issued by the agent should not refer to us as

the tour operator, however, the ticket, e-tickets, or documentation should include our relevant booking reference or locator number where appropriate.

6.3 Overseas Agents are not permitted to use its own tickets. All tickets in these circumstances shall be sent by us via e-mail and shall be used in accordance with our instructions from time to time in writing. Overseas Agents shall ensure that all Passenger(s) names are provided to the local resort office no later than 4 days prior to departure.

6.4 If the Agent provides a name to us then the Passenger traveling on both the outbound and inbound flight must be the Passenger named on the booking. No changes can be made to the name of the Passenger on the booking once the outbound flight has departed. Should the Agent wish to purchase the round trip for the purpose of selling different Passengers for each sector, the agent should e-mail aviationsales@thomson.co.uk to request two separate reference numbers.

6.5 If the Agent has booked Passengers as TBA's, the agent must ensure names are provided no later than 5 days prior to departure for manifest purposes.

6.6 The Agent shall be responsible for (a) notifying us prior to the time of booking of any personal circumstances and welfare needs pertaining to a Passenger included in the booking including, without limitation, whether any such Passenger is not self-reliant or is a person with reduced mobility – for example if they or a member of their party, have difficulty in walking 500 metres; and (b) notifying us at any time from the time of booking until 48 hours prior to the flight's departure by calling our Customer Welfare Dept. 0203 4512585 if any Passenger traveling on the booking has ceased to be self-reliant or is a person with reduced mobility or if a Passenger previously reported to be with reduced mobility or as not being self-reliant no longer falls into either category.

7. DELAYS

7.1 The Agent shall be responsible for ensuring that its own Passenger(s) comply with the published airport check-in times and shall accordingly be responsible for all delays caused by non-compliance with the same.

7.2 The Carrier's sole responsibility shall be in respect of technical delays and accordingly the Carrier accepts no liability for any losses resulting from such delays which are caused by an act, error, omission or negligence of the Agent or a Passenger to whom the Agent has sold a ticket.

7.3 Except in the case of sub-clause 7.2 above, neither the Agent nor the Carrier accept any liability whatsoever in respect of a delay to Passengers caused by events beyond our control.

7.4 Subject to sub-clauses 7.2 and 7.3, any costs arising from delays shall be the responsibility of the Party who has caused the delay or if covered by a Passenger, shall be the responsibility of the Agent.

8. VARIATION OF BOOKING

8.1 The Agent shall not be entitled to alter the number of seats per booking without our prior written consent.

9. CONSOLIDATION

9.1 We reserve the right, subject to giving reasonable notice to the Agent, to consolidate any Aircraft Seats or to vary any programme of flights or any part of any programme of flights.

10. CANCELLATION BY US

10.1 We reserve the right in our absolute discretion and in any circumstances to cancel any flight(s) or series described in the Agreement for whatever reason and without being obliged to ascribe any reason for the same, upon giving to the Agent no less than 30 days' notice of such cancellation in writing, and, upon such cancellation, the terms of the Agreement in respect of such flight(s) or series shall forthwith cease to have effect. In the event of cancellation, we shall return to the Agent all monies paid in respect of such flight(s) or series.

10.2 We are permitted in our absolute discretion to cancel any flight(s) or series described in the Agreement, without notice to the Agent, following advice issued or emanating from the Foreign Office that holidays or journeys or flights be cancelled or for reasons beyond our control. In the event we cancel a flight for any reason we will only provide a refund to the Agent up to the price of the flight ticket.

10.3 In the event that we cancel any flight(s) or series pursuant to sub-clause 10.2 above and there are Passengers of the Agent in resort, we will seek to assist in their repatriation.

10.4 In circumstances described in sub-clause 10.3 above:

10.4.1 If there is time before departure from resort, we will use our reasonable endeavours to liaise with the Agent and advise them of the alternative travel arrangements deemed most suitable. If the Agent declines this or any alternative offered, it shall assume sole responsibility for the repatriation of its Passengers.

10.4.2 In the event that we are unable to contact the Agent for any reason, will use our reasonable discretion in the method of repatriation used and the Agent will be responsible for all costs, fees and expenses associated with such repatriation.

11. CANCELLATION AND AMENDMENTS BY THE AGENT

11.1 If an Agent wishes to cancel a booking or part of it, it should call the call centre on 0203 4512677. To cover the cost of processing the cancellation and to compensate us for the risk that we may not be able to resell the seats, we shall charge a cancellation fee in accordance with the scale shown at clause 11.2.

11.2 Cancellation charges These charges are based on how many days before the booked departure we receive cancellation notice. These charges are a percentage of the total cost of the booking calculated as follows:

Period before departure within which written notice of cancellation is received % of total booking price

70 days or more Loss of initial fee*

69-56 days 30%

55-36 days 50%

35-22 days 70%

21-11 days 90%

10-0 days 100%

*Standard initial fee is £75 per person Shorthaul and Midhaul, and £150 per person Longhaul. If the value of the booking is lower than the initial fee value, the Agent will be liable to pay 50% of the value of the booking if cancelled 70 days or more prior to departure.

11.3 If an Agent changes a booking

11.3.1 We charge an 'Amendment Fee' for each detail of the booking which we allow to be changed without a cancellation. If an allowed change is made more than 70 days before departure, the fee will be £35 per change per person. If the allowed change is made within 70 days of departure, the amendment fee will be £50 per change per person.

11.3.2 The price of the new travel arrangements will be based on the prices that apply on the day the change was requested. These prices may not be the same as when the seats were first booked. In the event that prices are more expensive the Agent must pay the difference. If the change required to travel arrangements is later than the original departure date, we will treat this as a cancellation charged at the relevant % based on cancellation table shown at clause 11.2 and the new travel arrangements will be rebooked.

12. OVERBOOKING

12.1 In the event that the Agent's Passengers exceeds the number of seats purchased from us causing the flight to be overbooked all costs incurred in the repatriation of overbooked Passengers including hotel accommodation, transfers, compensation, airline or consolidator fines, administration and disbursement costs will be recharged to and shall be the liability of the Agent.

13. UNACCOMPANIED INFANTS AND MINORS

13.1 In accordance with relevant airline regulations and for health and safety reasons an infant must be aged less than 24 months on the return date of travel, and must be older than 14 days. Every infant must be accompanied by an adult at least 16 years old and must travel on the adult's lap. We also do not carry Passengers under 16 years of age if traveling unaccompanied by an adult. The age of children relates to the whole of the period when they are away including the day of return. This is an airline regulatory requirement in relation to which we do not accept any responsibility. The minor in all cases will be refused at check-in. If in the event an infant causes the flight to be overbooked and a full fare paying Passenger has to step down all compensation, repatriation costs and any other incidental expenses will be passed onto the Agent. It is the Agent's responsibility to ensure that infants are under the age of two on the return date of travel.

14. IMMIGRATION

14.1 The Agent shall comply, and shall procure that all of its Passengers shall comply, with:

14.1.1 all conditions of carriage as well as any relevant customs, police, public health, immigration and other lawful regulations of any state to, from or over which the relevant aircraft are to be or may be flown in pursuance of the Agreement;

14.1.2 the conditions of all licences, consents and authorisations granted by any national or local government for the flights stated at the time of booking.

14.2 The Agent shall pay, or shall reimburse to us on demand, the amount of any and all fines levied in respect of the Agent's Passengers under the Immigration and Asylum Act 1999 or such other acts of parliament, statutory instruments or regulations as may be in force from time to time.

14.3 The Agent shall ensure that all documentation of its Passengers is correct prior to checkin.

14.4 Immigration authorities have the power to refuse entry to any Passenger who may be in possession of the correct documentation, but whose motive for traveling, and or means of support are questionable. We are unable to offer advice as to which Passengers may be refused.

15. APIS (Advance Passenger Information)

15.1 Certain governmental authorities have introduced a legal requirement, which requires airlines to provide border agencies with detailed passenger information for international flights. The data will include but not be limited to, full name – as shown on passport or travel document, gender, date of birth, travel document type, number, country of issue and expiry date, and for travel to the United States, country of residence and the address for the first night's stay. The UK system is known as e-Borders.

15.2 The additional information gathered will be supplied to the relevant border control and security agencies for the purpose of security and counter terrorism.

15.3 In order for us to be compliant and to avoid delays at check-in we now require the Agent to ensure that every Passenger in the party provides us with their APIS information in advance of travel.

15.4 Agents can access the following link: <https://flightextras.thomson.co.uk/> on behalf of its Passengers. Agents will be able to access this website up to 4 days before departure, key in our booking reference, lead Passenger surname, date of departure and then key in the APIS information against the Passenger's booking.

There is a facility that will enable the Agent to add data or make changes, for example if the Passenger has lost their passport and wishes to provide the Agent with a new passport number.

15.5 Agents who hold through season allocations can communicate APIS directly into our preseat team as instructed via the committed allocation contract.

15.6 Once the entry fields have been completed and confirmed, we store it securely in our system until we are required to transmit the information to the appropriate authorities electronically via a secure network. This transmission takes place up to 72 hours prior to the flight departure and at other specified times including after the flight has departed.

15.7 We adhere to UK and EU data protection laws and your Passengers' data (as defined in the Data Protection Act 1998) will only be sent to authorised government agencies and used for the purposes of effecting bookings made by you. The data provided by you will not be used for any marketing purposes by us. Once transmitted, Passenger data will be retained in line with various government API requirements and then destroyed, and will not be used for any other purpose. 15.8 In accordance with the US government, Agents should ensure that Passengers traveling to the USA are provided the following privacy notice:

'The Transportation Security Administration (TSA) requires the passenger to provide their full name, date of birth and gender for the purpose of watch list screening, under the authority of 49 U.S.C section 114, the Intelligence Reform and Terrorism Prevention Act of 2004 and 49 C.F.R parts 1540 and 1560. The passenger may also provide their Redress Number, if available. Failure to provide these details may result in denial of transport or denial of authority to enter the boarding area. TSA may share information provided with law enforcement or intelligence agencies or others under its published system of records notice.

For more on TSA privacy policies, or to review the system of records notice and the privacy impact assessment, please see the TSA website at www.tsa.gov.'

15.9 Agents should seek Passenger consent when collecting APIS data. The following consent statement should be used:

'Thomson Airways (and all other airlines) are required to collect and provide additional passenger details to governmental authorities for the purpose of security and border control. This relates to information in your

travel document (normally your passport), flight information and, for passengers travelling to the US, your first night address. It is a condition of the booking that this is provided and failure to provide this information may result in your being delayed at your airport and/or refused travel.

All information that is collected will be held in accordance with the Thomson privacy policy and statement on cookies which can be supplied upon request or accessed at www.thomson.co.uk

As your holiday departure is within the next 6 months and has a flight element, please provide the following details.....'

15.10 Agents should be aware that transmission of personal data, including passport details, using standard email is likely to breach data protection requirements. Agents should consider using secure email protocols.

16. TERMINATION

16.1 We shall be entitled to terminate the Agreement at any time upon giving 30 days written notice, or forthwith without prejudice to any prior rights if:

16.1.1 the Agent shall commit a material breach of these terms and conditions;

16.1.2 the Agent shall default on the manner or date of payment due under these terms and conditions, as described in clause 4;

16.1.3 an order shall be made or effective resolution be passed (unless for the purposes of amalgamation, reconstruction or re-organisation) for the winding-up of the Agent (being a company) or if any creditor shall take possession of or a receiver or administrator shall be appointed over the assets of the Agent or any part thereof, or if the Agent (being an individual) shall become insolvent, be adjudicated bankrupt, commit an act of bankruptcy, make a composition with his creditors or take or suffer any similar action in consequence of debt;

16.1.4 we deem the Agent is unable to pay or becomes unable to pay its debts;

16.1.5 the Agent shall cease to be the holder of any licence required in connection with its performance of these terms and conditions; or

16.1.6 any governmental entity imposes such charges, duties, imposts or other conditions which prejudice the commercial efficacy of these terms and conditions between the Parties.

17. PASSWORD AND SECURITY

17.1 When the Agent registers to use the website, the Agent will be provided with a password. The Agent undertakes to keep this password confidential and not to disclose this information to any other party.

17.2 We reserve the right to withdraw or amend the Agent's password at any time, and particularly if in our reasonable opinion, access to the web site is no longer secure.

17.3 The Agent shall be responsible for the security of the password at all times. The Agent shall be liable for all bookings submitted using its account number and password.

17.4 If at any time, the Agent wishes to amend the password, the Agent shall contact us to arrange such amendment.

18. FORCE MAJEURE

18.1 In the event of any occurrence beyond our control, whereby we are unable to fulfil our obligations under these terms and conditions we shall have no liability in respect of these terms and conditions. We hereby reserve the right to decide whether any departure shall be cancelled or whether any delays must take place or whether there shall be any change in the type of aircraft used, without prior notification to the Agent and without any liability.

19. LAW AND JURISDICTION

19.1 These terms and conditions, any non-contractual obligations arising out of or connected with these terms and conditions, and use of the web site shall be governed by and construed in accordance with English law and in the event of a dispute arising under or in connection with these terms and conditions, or use of the web site each Party irrevocably submits to the exclusive jurisdiction of the English Courts.

20. THIRD PARTY RIGHTS

20.1 These terms and conditions may only be enforced by the Parties hereto and their respective successors and neither party intends for any rights to be created pursuant to the Contract (Rights of Third Parties) Act 1999.

21. GENERAL

21.1 Anti-Corruption

We take a zero tolerance approach to bribery and corruption. The Agent warrants that they do and shall comply with, and their employees, contractors, agents or subsidiaries do and shall comply with the TUI UK Limited's Policy on Procedures for Prevention of Bribery and Corruption (available at www.tuitravelplc.com) , and all applicable local and international anti-corruption legislation and related procedures and codes from time to time in force, including but not limited to the United States of America Foreign Corrupt Practices Act 1977 and the United Kingdom Bribery Act 2010 . The Agent shall provide supporting evidence of such compliance as we shall reasonably request. Violation of this clause by the Agent shall be a material breach and may result in the immediate termination of the Agreement and/or legal action. This does not affect any of our other termination rights and the Agent shall keep us indemnified in respect of the above.

21.2 Subheadings in these terms and conditions are inserted for convenience only and shall not affect the construction or interpretation of these terms and conditions. References to clauses are references to clauses of these terms and conditions. Words importing the singular shall also import the plural and vice versa.

21.3 We reserve the right to vary these terms and conditions from time to time to accord with our standard contractual provisions. By using this web site, selling system or the call centre the Agent accepts that it is bound by the terms and conditions current at the time of use.

21.4 We will store and use the information the Agent supplies to us or which is supplied to us for the purposes set out in the Thomson privacy policy and statement on cookies. The Agent must ask the Passenger to agree to our use of their data at the appropriate time. If the Agent does not obtain consent from the Passenger, we cannot accept the Request.

21.5 All proprietary rights in any trademarks and brands, including logos ("Trade Marks") referencing, Thomson or its affiliates and appearing on this website are owned by and vest in Thomson or its affiliates. Other product and company names mentioned on this web site are proprietary to their respective owners. Nothing contained on the web site, in these terms and conditions shall be construed as granting any licence or right to use any Trade Marks for any purpose whatsoever, unless written permission is granted by us.

21.6 These terms and conditions constitute the whole agreement and understanding between the Parties and supersede any previous terms and conditions, arrangement, understanding or agreement between them relating to the subject matter of the terms and conditions.

21.7 If any provision of these terms and conditions is held to be unenforceable, it will not affect the validity and enforceability of the remaining provisions.

21.8 TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED BY STATUTE, CUSTOM OR USAGE RELATING TO THE INFORMATION CONTAINED IN THIS WEBSITE AND WE SHALL NOT BE LIABLE FOR ANY LOSSES OR DAMAGES WHATSOEVER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE ARISING FROM ACCESS TO OR USE OF THIS WEB SITE, SELLING SYSTEM OR THE CALL CENTRE, OR FROM ANY INTERRUPTION OR DELAY IN ACCESSING THE WEBSITE, SELLING SYSTEM OR THE CALL CENTRE. YOU ASSUME ALL COSTS ARISING AS A RESULT OF THE USE OF THIS WEB SITE. (For the avoidance of doubt nothing in this exclusion of liability shall apply in respect of fraud or shall be construed as excluding our liability for the death or personal injury of any person resulting from negligence).

21.9 The Agent shall ensure that it notifies the Passenger that their journey may be subject to certain international conventions such as the Warsaw Convention, Montreal Convention or Athens Convention, and that the Passenger agrees that the Carrier's own 'Conditions of Carriage' will apply to them on that journey. When arranging this transportation for the Passenger, we rely on the terms and conditions contained within these international conventions and 'Conditions of Carriage'. The Agent shall also ensure that the Passenger(s) acknowledge that all of these terms and conditions form part of their contract with the Agent. The Agent shall provide the Passenger with a copy of any of the conditions applicable to their journey. The Carrier's terms and conditions are available on request.

21.10 The Agent shall indemnify on demand, defend and hold harmless TUI UK Limited and its affiliates against all losses, liabilities, damages, liens of any nature, actions, suits, fines, judgments costs, charges, expenses, claims, demands including reasonable legal fees, costs and expenses incidental thereto, that TUI UK Limited or its affiliates may suffer or have incurred by, accrued against, charged to or to be recovered as a result of any

act, error omission or negligence of the Agent or any breach of any of the Agent's obligations under these terms and conditions.