



Tel: 01332 854500 Fax: 01332 854308

GROUP AGREEMENT (AGENT)

Agency Contact :	Contract No :
Agency :	BD Contact :
Address :	Date of Contract Issue :
	Group Name :
	Total Seats Reserved :
	Total Deposit :
	Deposit Due Date* :
ATOL No :	Balance Due Date :
IATA No :	Fare Basis : SGIT
Telephone No. :	Tour Code : TBA

Dear [],

Ref []

I am pleased to confirm the quote given today for travel as set out below. Seats have been blocked for you subject to the terms set out in this letter and the attached Group Booking Terms and Conditions which are incorporated in and form part of this Agreement.

NOTE: You must contact us BY TELEPHONE on the above number before the Deposit Due Date to confirm if you wish to proceed with this booking. If you do not contact us by telephone to confirm, the seats will be released and this offer will become null and void.

Once you have confirmed that you wish to proceed you must pay the Deposit and sign and return this Agreement no later than the Deposit Due Date.

Prices quoted are exclusive of any taxes, duties or additional charges which will be levied in addition to the ticketed fare. Such taxes duties and charges are variable and may change before the date of departure. The amount stated below is for indicative purposes only. You will be notified of the final balance due prior to the Balance Due Date. Thereafter taxes duties and charges may be amended from time to time on 21 days' notice in accordance with the attached Terms and Conditions.

Flight No	Travel Date	Itinerary	Seats Blocked	Round Trip Net Fare Per Person excl. tax	Indicative Tax (confirmed at final balance payment)
				Adult	
				Child [if applicable]	

BD RECORD LOCATOR:

To comply with Civil Aviation Authority Regulations Travel Agents must continue to hold a valid Air Travel Organisers Licence for the duration of this transaction. Alternatively if you do not hold an ATOL but you are an IATA Travel Agent you must issue tickets as soon as payment is taken from your client. Please note ATOL rules do not permit the sale of these tickets as part of a package by a non-ATOL holder, whether tickets are issued immediately or not. By signing this Agreement you acknowledge and agree to abide by the ATOL Regulations and all other CAA rules and regulations and to indemnify bmi for your failure to do so. Your attention is drawn to clause 9 of the Terms and Conditions attached.

Receipt of the applicable Deposit by bmi is a condition of acceptance, and if the deposit and executed contract are not received by bmi by the **Deposit Due Date** we will be unable to process your group request and this offer will automatically become null and void.

Thank you for selecting bmi for this group's travel.

Yours faithfully

[_____]
For any behalf of bmi

Read, Acknowledged and Agreed to

this _____ day of _____ 2005

Signature _____

Signature _____

Name _____

Name _____

Title _____

Title _____

GROUP BOOKING TERMS AND CONDITIONS

1. MINIMUM GROUP SIZE:

- 1.1. Group fares are available to groups of ten or more passengers travelling together. If the group size falls below 10 this fare will no longer apply. The reservation will be cancelled and no refund will be given. Should any remaining group members wish to travel published fares will be payable and no credit will be given for deposits already paid. Notwithstanding the foregoing this clause does not apply if the group size falls below 10 as a result of a cancellation falling within clause 6.2 or clause 6.3 (e.g. the original group size is 10 and no more than 2 passengers cancel).

2. DEPOSIT & SIGNED CONTRACT:

- 2.1. The Deposit for the Group is as specified in the Agreement.
- 2.2. Unless otherwise specified in the Agreement payment should be made by telephone by credit or debit card. A credit card fee of £4.00 will be payable for all payments made by credit card or (in case of IATA agent sales) MPD. Payment may be made by cheque but please note that cheques must be received by bmi no later than 14 days before the Deposit Due Date to allow the cheque to clear. Please make cheques payable to bmi and post to bmi group sales, Donington hall, Castle Donington, Derby, DE74 2SB
- 2.3. For IATA agents paying by MPD, it must be endorsed "Group Deposit - Non Ref".
- 2.4. If the Deposit specified in the Agreement is not received by bmi (in cleared funds) by the Deposit Due Date specified in the Agreement (or 14 days prior to the Deposit Due Date in the case of cheques), the seats will be cancelled without further notice.
- 2.5. Deposits are non-transferable and non-refundable except as specified in clause 6.

3. PRICES

- 3.1. Fare quotes are subject to availability and therefore are subject to change as the flights become busier. The base fare will not be changed after the Deposit has been paid but please note the provisions of clause 3.2 in respect of taxes duties and charges.
- 3.2. Prices quoted are exclusive of any taxes, duties or additional charges which will be payable in addition to the ticketed fare. Such taxes duties and charges are variable and may change before the date of departure. The amount stated in the Agreement is for indicative purposes only. You must contact us prior to the Balance Due Date for confirmation of the final amount due. Following payment of the final balance taxes duties and charges may be amended by bmi from time to time on 21 days' notice.
- 3.3. Child fares are as specified in the Agreement.

4. FINAL PAYMENT, NAMES AND TICKETING

- 4.1. The final balance and full names of all passengers (as shown on each individual's passport) must be provided by the Balance Due Date specified in the Agreement, or if none specified, by no later than: (i) 6 weeks prior to departure or (ii) (if booked less than 6 weeks prior to departure) on booking.
- 4.2. Any seat for which a passenger name has not been specified by the above deadline will be automatically cancelled and cancellation fees will be payable as specified in clause 6.
- 4.3. All tickets issued by bmi ticket by mail department will incur a £7 ticketing charge per passenger ticket.
- 4.4. Ticket on departure (TOD) is NOT permitted unless the group is booked within 72hrs of departure. TODs issued by bmi will be issued at a charge of £35.00 per ticket but this charge will be waived for non-IATA Agents making a new booking within 72 hours of departure.
- 4.5. Lost tickets reissued by bmi will incur a charge of £35.00 per ticket reissued.

4.6. IATA Agents only: bmi will issue ticket instructions and a tour code on receipt of names. Tickets must be issued by the Agent within 24 hours of receipt of ticket instructions and ticket numbers must be advised by return.

5. DATE/NAME CHANGES:

5.1. No changes are permissible except as specified in this clause 5.

5.2. As this is a special rate group booking, it is a condition of this Agreement that all passengers within the group must travel together save as otherwise provided in these terms and conditions.

5.3. Prior to the issue of tickets, and no later than the Balance Due Date, the date of travel may be changed free of charge on one sector only for up to 10% of the group provided that the whole group travels together on the other sector.

5.4. After the issue of tickets and in any event after the Balance Due Date (whether ticketed or not):

5.4.1. no date changes shall be permitted on short-haul routes;

5.4.2. date changes may be made on long-haul routes subject to payment of an amendment fee of £75.00 per change per person.

5.5. All date changes are subject to space availability in the same booking class.

5.6. Prior to the issue of tickets names may be changed free of charge.

5.7. After the issue of tickets names may be changed subject to payment of an amendment fee per change per person of £75.00 (long-haul) or £35 (short-haul).

5.8. Charges for name and date changes are cumulative i.e. if a name change and a date change are made at the same time for the same passenger on a long-haul route the charge will be £150.

6. CANCELLATIONS:

6.1. No refunds shall be given in respect of cancellations made within 7 days of departure (e.g. for travel on a Friday no refunds after close of the call centre on Friday of the preceding week) whether ticketed or not.

6.2. Prior to the Balance Due Date up to 20% of unticketed seats reserved (as specified in the Agreement) may be cancelled without penalty. The Deposits paid in respect of such cancelled seats will be credited against the final balance due in respect of the remaining passengers travelling. If more than 20% of the seats reserved are cancelled bmi shall cancel the reservation for the remaining passengers and shall not be liable to refund any Deposits paid for any members of the group.

6.3. Following the Balance Due Date up to and including 8 days prior to departure up to 20% of the seats reserved (as specified in the Agreement) may be cancelled. 50% of the fare paid for such cancelled seats will be refunded. If more than 20% of the seats reserved are cancelled bmi shall cancel the reservation for the remaining passengers and shall not be liable to refund any sums paid.

6.4. Failure to pay any sums due under this Agreement by the applicable due date will result in cancellation by bmi of the seats reserved without refund.

7. TAXES:

7.1. All taxes, fees and other charges associated with travel hereunder are the responsibility of the passengers.

8. TERMS AND CONDITIONS

8.1. All flights are subject to the terms and conditions under which they are issued including bmi's general conditions of carriage for passengers and baggage (a copy of which is available at flybmi.com).

8.2. Other than as provided by law, bmi will not be liable for delays or cancellations caused by strikes, labour disputes, government actions, weather or any other cause beyond bmi's control. bmi reserves the right to change equipment,

schedules and seat assignments at any time, and you hereby release and waive any claims against bmi relating to any flight cancellation, schedule change, or seat assignment change.

9. ATOL REGULATIONS

- 9.1. By signing this agreement you acknowledge that you are aware that it is a criminal offence for air tickets, and/or package tours, to be sold by an organisation in breach of the ATOL Regulations.
- 9.2. If you have signed this Agreement in your capacity as a travel agent you hereby represent and warrant to bmi that you hold an ATOL appropriate to the level of business which you transact or that you will issue tickets on a seat-only basis immediately upon receipt of payment.
- 9.3. If you have signed this Agreement other than in the capacity as a travel agent you represent and warrant to bmi that:
 - 9.3.1. you are organising this group travel in a private capacity; and
 - 9.3.2. the tickets will not be sold on to members of the public.
- 9.4. In either case you hereby represent and warrant to bmi that the organisation by you of travel for your group is in all respects in compliance with law and all applicable regulations including (without limitation) Civil Aviation Authority regulations (including ATOL) and the Package Travel, Package Holidays and Package Tours Regulations 1992.
- 9.5. YOU AGREE TO INDEMNIFY BMI AGAINST ANY COSTS CLAIMS DAMAGES FINES PENALTIES OR OTHER LIABILITIES WHICH BMI MAY INCUR AS A RESULT OF YOUR BREACH OF THE TERMS OF THIS CLAUSE 9.