

ORDER FORM

DATE:

This contract is entered into between OCEANDUSK LIMITED (registered number 08787750), a company registered in England and Wales whose registered office is at Flotilla House, Battersea Reach, Juniper Drive, London SW18 1FX (“Oceandusk”, “we”, “us”, “our”) and [], a company registered in [] with registration number [] with registered offices at [] (“Agent”, “you”, “your”).

(together the “Parties”).

IT IS HEREBY AGREED AS FOLLOWS:

1. Terms and Conditions

The Parties agree to be bound by the terms attached at Schedule 1 hereto or if there is no attachment, in accordance with our terms located on our Website at www.oceanduskgroup.com or www.odos.travel (“Terms”).

2. Agent Details

Contact Name	
Contact Telephone	
Billing Address (If different from registered office address)	
Email Address:	

3. Credit Facility

Amount	
Bank Guarantee / Floating Deposit	
Payment Terms	

4. Oceandusk Account Payment Details : Please refer bank details as per Annexe (A)

1. TERMS AND CONDITIONS DEFINITIONS

“Contract” means these Terms and any Booking;

“Booking” means the Product(s) reserved by you in accordance with clause 3;

“Booking Confirmation E-mail” means the e-mail confirming the Booking and the applicable Rate;

“Facility” means secured/unsecured sterling credit facility of an amount not exceeding that set out in the Order Form or otherwise confirmed to you by Oceandusk in writing or by e-mail (if any) and which may be made available to you by Oceandusk in accordance with this Contract;

“Intellectual Property Rights” means all Intellectual Property, including patents, utility models, trade and service marks, trade names, domain names, right in designs, copyrights, moral rights, topography rights, rights in databases, trade secrets and know-how, in all cases whether or not registered or registrable and including registrations and applications for registration of any of these and rights to apply for the same, and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these anywhere in the world;

“Login Details” means the unique username and password provided to you to access the Website;

“Order Form” means the order form attached hereto;

“Product(s)” means the accommodation services made available by Oceandusk for Booking from time to time and in respect of which the Rate is payable;

“Rate” means the rate payable by you in respect of a Booking, as specified in the Booking Confirmation;

“Special Conditions” means any special condition, terms or information about the Products as notified to you during the Booking process or otherwise by Oceandusk;

“User” means any of your employees you permit to use the Login Details; and

“Website” means www.oceanduskgroup.com or www.odos.travel.

2. PRELIMINARY INFORMATION

2.1 By entering into this Contract, you warrant that:

2.1.1 you are legally capable of entering into binding contracts;

2.1.2 the information provided to Oceandusk is true, accurate and correct. You further warrant that you shall promptly notify Oceandusk in the event of any changes to such information; and

2.1.3 you are not in any way prohibited by the applicable law in the jurisdiction which you are currently located to enter into this Contract.

3. PLACING A BOOKING

3.1 You can make Bookings through the Website or by contacting Oceandusk via email, telephone (via the contact details set out hereunder).

3.2 In order to place a Booking, you shall be required to provide Oceandusk with details of the accommodation, dates and such other information reasonably required by Oceandusk at the time of contact. Oceandusk reserves the right to refuse a Booking where you have failed to provide any information required by Oceandusk during the Booking process.

3.3 All Bookings are subject to availability and we make no guarantee that any of your requirements will be available at any given time.

3.4 It is your responsibility to ensure you have read any Special Conditions applicable to a Booking or any information otherwise brought to your attention by Oceandusk and to ensure you are aware of all points noted as being your specific responsibility.

3.5 All Bookings are subject to Oceandusk's acceptance. Oceandusk will confirm acceptance of a Booking by sending the Booking Confirmation E-mail. Oceandusk shall only become bound to provide you with the applicable Booking when you receive the Booking Confirmation E-Mail.

3.6 Each Booking will relate only to those Products which availability Oceandusk have confirmed in the Booking Confirmation E-Mail.

3.7 For booking hotels not included in our system/tariff, rates will have to be confirmed by Oceandusk.

3.8 All hotel rates in our system/tariff are to be sold as a package, they are not to be sold naked or disclosed to clients.

3.9 Agents should email a copy of voucher at least 72hours before the arrival date of the client or as per time limit whichever is earlier, failing to do so will result in us releasing the booking automatically.

3.10 You shall be liable for any charges or Rates associated with any Booking.

3.11 Oceandusk shall use its reasonable endeavours to ensure that the Rates for the Products are accurate and correct at all times. However, you acknowledge and accept that Products may at times be incorrectly priced. Where there is a discrepancy between the actual Rate and the advertised Rate, Oceandusk shall inform you of the actual Rate of the Product. Thereafter, you shall have the option of proceeding with your Booking in consideration for the actual Rate or canceling your Booking with Oceandusk.

3.12 All advance purchase rates/non-refundable reservations must be prepaid at the time of the booking and credit facilities will not apply for it.

4. ADDITIONAL TERMS RELATING TO USE OF THE WEBSITE

4.1 Where Oceandusk has granted you access to the Website to place Bookings, Oceandusk grants you a non-exclusive, non-transferable (without a right to sub-licence) licence to access the Website for the sole purpose of making Bookings for the term of this Contract. Oceandusk reserves the right to restrict your and any User's access to certain features or functionality of the Website.

4.2 You shall keep, and procure that any Users keep, the Login Details confidential and secure. Without prejudice to Oceandusk's other rights and remedies, Oceandusk reserves the right to promptly disable your Login Details and suspend your and any User's access to the Website in the event Oceandusk has any reason to believe that you or any User has breached any of the provisions set out herein.

4.3 Oceandusk cannot guarantee that access to the Website will be uninterrupted or error free. Oceandusk will not be liable if for any reason the Website is unavailable at any time or for any period.

4.4 Oceandusk use industry standard security measures to protect against the loss, misuse and alteration of any information and/or data under our control. However, you acknowledge and agree that we cannot guarantee complete security of such information and/or data or that our security measures will prevent hacks, worms, bugs, trojans or such other similar devices that may allow access to or unauthorised viewing of such information and/or data.

4.5 We reserve the right to make changes to the Website or part thereof, from time to time at our sole discretion, and we may from time to time update, add, remove, modify and/or vary any features or functionalities of the Website.

5. ACCURACY OF INFORMATION

5.1 We use reasonable endeavours to ensure that any information provided in relation to a Product is accurate, but you acknowledge that details relating to a Product may include inaccuracies or errors. We do not guarantee the accuracy of, and disclaim liability for inaccuracies relating to the applicable hotel, including but not limited to photographs, the property itself and any list of amenities and other descriptions which may be displayed on the Website from time to time, which may be subject to change.

5.2 Hotel ratings are intended as guidelines only and we do not guarantee the accuracy of such ratings, with classifications based on local standards in a particular country, which may differ from those in the country you are based.

5.3 Oceandusk makes no representations about the suitability of the information or the Products made available to you and the inclusion or offering for sale of any Products does not constitute any endorsement or recommendation of any accommodation.

6. PROPRIETARY RIGHTS

6.1 Oceandusk and its licensors own all rights in the Intellectual Property Rights relating to the Website.

6.2 You are expressly prohibited from:

6.2.1 reproducing, copying, editing, transmitting, uploading or incorporating into any other materials, any of the Website; and

6.2.2 removing, modifying, altering or using any registered or unregistered marks/logos/design owned by Oceandusk and/or its licensors, and doing anything which may be seen to take unfair advantage of the reputation and goodwill of Oceandusk or could be considered an infringement of any of the rights in the Intellectual Property Rights owned by and/or licensed to Oceandusk.

7. CREDIT FACILITY

7.1 Where Oceandusk has expressly permitted in writing, Oceandusk grants to you the Facility on the terms of this clause 7.

7.2 You agree that the Facility is to be used for the sole purpose of making Bookings in accordance with this Contract, up to the Facility limit amount agreed by Oceandusk.

7.3 Oceandusk may restrict or refuse to authorise any use of the Facility:

7.3.1 if we have reasonable grounds for suspecting that you or any third party has committed or is about to commit a crime or other abuse of the Facility; or

7.3.2 as part of Oceandusk's procedures to prevent fraud or misuse of the Facility.

7.4 Oceandusk will send you a statement on a fortnightly basis detailing the use of the Facility and any remaining balance. If you dispute the amount on any statement, you must inform Oceandusk using the contact details at clause 16 within seven (7) days of receipt of the statement.

7.5 You agree to immediately repay any amount that exceeds the Facility limit. Oceandusk reserves the right to refuse Bookings in the event you have reached your Facility limit, or any Booking which would result in you exceeding your Facility limit.

7.6 You may at any time repay all or any sums owing under your Facility. Oceandusk shall invoice you for amounts due under the Facility in accordance with the payment terms in the Order Form.

7.7 This Contract operates in Pounds Sterling (GBP), United States Dollars (USD), Euro Dollars (EUR) and United Arab Emirates Dirhams (AED) and all payments must be made in either Pounds Sterling (GBP), United States Dollars (USD), Euro Dollars (EUR) and United Arab Emirates Dirhams (AED) as directed by Oceandusk and will only take effect when received by Oceandusk as cleared funds.

7.8 You shall pay interest on the Facility at the rate of [5%] above the base rate of the Bank of England, as varied from time to time for nonpayment of invoice as per credit terms.

7.9 Interest shall accrue daily and shall be payable monthly, in arrears, on the last business day of each month.

7.10 Provision of any Facility is subject to Oceandusk holding a bank guarantee and/or floating deposit as security against payment of invoices, as detailed on the Order Form ("Section 3"). You agree to provide such assistance and co-operation and execute such documents as reasonably required by Oceandusk in order to obtain such Security.

7.11 Oceandusk shall review the amount of Security required from time to time and reserves the right to require, and you shall provide promptly on demand, any increase in the amount of Security.

7.12 If at any time during this Contract there is no Security or in Oceandusk's opinion any existing Security is insufficient to secure your payment of the Facility, Oceandusk reserves the right to:

7.12.1 refuse any further Bookings;

7.12.2 review and amend the Facility amount; and/or

7.12.3 demand immediate payment of all and any outstanding invoices due and payable by you as at the date of such Security ceasing to secure your obligations.

8. RATE

8.1 In consideration for each Booking, you will pay the Rate to Oceandusk.

8.2 Payment of the Rate is subject to invoice, which may be sent by Oceandusk at any time following the Booking Confirmation E-Mail and which shall be payable by you within seven (7) days of receipt.

8.3 The Rate is inclusive of VAT or other sales tax which, if applicable to you, shall be payable by you at the then prevailing rate.

8.4 You agree that invoices issued by Oceandusk, which have not been disputed in good faith in accordance with Clause 8.5 below, shall be conclusive evidence that:

8.4.1 You have accepted the Products in relation to which the invoice has been made; and

8.4.2 amounts provided in such invoices are due and payable in full by you.

8.5 If there is any item of bona fide dispute arising out of or in connection with any invoice, full details of the dispute must be made known to Oceandusk by you in writing within seven (7) days of the date of the disputed invoice(s). You shall take all reasonable steps and provide all necessary information and co-operation as may be requested by Oceandusk in order to resolve the dispute in the shortest time possible.

8.6 All payments made by you under this Contract shall be in either (GBP), United States Dollars (USD), Euro Dollars (EUR) and United Arab Emirates Dirhams (AED), as directed by Oceandusk:

8.6.1 in full, with relevant bank charges & without any deduction, set-off or counterclaim; and

8.6.2 in immediately available cleared funds on the due date to the account that Oceandusk may specify on its invoice.

8.7 Oceanusk reserves the right to vary the Rates applicable to Bookings at any time as a result of any matters outside Oceanusk's control including, without limitation, trade fairs or changes in applicable taxes.

8.8 You shall not, in any circumstances, disclose Rates or any information relating to such Rates to any third party. Oceanusk reserves the right to cancel all reservations and terminate, with immediate effect, all contracts without notice to you, should you breach this Clause 8.8.

8.9 All advance purchase rates/non-refundable reservations must be prepaid at the time of the booking and credit facilities will not apply for it.

9. CANCELLATION AND REFUND

9.1 Cancellations are subject to the specific cancellation/no show policy applicable to the Booking and notified to you at the time the Booking is made. Booking cancellations/no show may incur cancellation charges. Cancellations received after the time limit will be subject to a "client no show policy".

9.2 Where you are permitted to cancel your Booking, Oceanusk will process refund due to you after deducting the cancellation/no show charges as soon as possible and, in any case, within fourteen (14) days of the day on which you gave us notice of cancellation. Cancellation notifications must be sent to the e-mail address from which you received your Booking Confirmation E-mail.

9.3 For reduced nights and early check-outs, you should not refund to clients unless authority has been given by Oceanusk. Refunds must be advised within 14 days after check-out, after this period no refund will be entertained. Refunds are also subject to cancellation/no show charges.

10. TERM AND TERMINATION

10.1 This Contract shall commence on the Effective Date and shall continue until terminated by either party on giving to the other not less than thirty (30) days prior written notice.

10.2 Oceanusk shall be entitled to terminate this Contract immediately on notice to you where:

10.2.1 Oceanusk believes that you have provided false, inaccurate or misleading information in respect of your Booking and/or use of the Website;

10.2.2 you have committed a material breach of this Contract which (if the breach is capable of remedy) you have failed to remedy within thirty (30) days after receipt of notice in writing from Oceanusk requiring you to do so;

10.2.3 you go into liquidation either compulsorily or (except for the purpose of reconstruction or amalgamation) voluntarily;

10.2.4 a receiver is appointed in respect of the whole or any part of you assets;

10.2.5 a provisional liquidator is appointed to you or you enter into a voluntary arrangement or any other composition or compromise with the majority by value of your creditors; or

10.2.6 an administration order is made against you or any similar occurrence under the laws of any jurisdiction affects you.

10.3 Should you fail to make any payment due under the terms of this Contract (other than and then only to the extent that any part of such a payment is reasonably disputed by you) and such payment remains unpaid fourteen (14) days after the date of due payment then Oceandusk shall be entitled without prejudice to its other rights and by written notice to you, to terminate this Contract without liability.

10.4 On termination of the Contract for any reason:

10.4.1 Oceandusk shall be entitled to be paid all sums due, including for any Booking made but not yet invoiced;

10.4.2 you shall immediately repay any outstanding balance of the Facility;

10.4.3 you shall cease use of the Website; and

10.4.4 the rights and liabilities of either party accruing or accrued prior to the termination of this Contract (or part thereof) shall not be affected.

11. WARRANTIES AND LIABILITY

11.1 All Products are provided to you strictly on an "as is" basis. Save as expressly referred to in this Contract, all guarantees, conditions, representations, warranties and terms, whether express, implied, statutory or otherwise, including, without limitation, any implied warranty of satisfactory quality, fitness for a particular purpose, and any warranties arising by statute or otherwise in law or from course of dealing, course of performance, or use of trade are hereby disclaimed to the maximum extent permitted by applicable law.

11.2 Commentary and other materials posted on the Website are not intended to amount to advice on which reliance should be placed. Oceandusk therefore disclaims all liability and responsibility arising from any reliance placed on such materials or by anyone who may be informed of any of its contents.

12. DATA PROTECTION

12.1 To the extent that you transfer any personal data to Oceanusk, as defined by the Data Protection Act 1998, you shall ensure that you are entitled to transfer such personal data to Oceanusk so that we may lawfully process the personal data for the purpose of performing our obligations under this Contract and that the relevant third parties have given their consent to Oceanusk processing the personal data in accordance with this Contract.

13. GENERAL

13.1 You shall not assign this Contract, in whole or in part, without the prior written consent of Oceanusk.

13.2 This Contract and its performance shall be governed by and construed in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the courts of England and Wales.

13.3 If any provision of this Contract is declared void, illegal, or unenforceable, the remainder of this Contract will be valid and enforceable to the extent permitted by applicable law. In such event, the parties agree to use their best efforts to replace the invalid or unenforceable provision by a provision that, to the extent permitted by the applicable law, achieves the purposes intended under the invalid or unenforceable provision.

13.4 Any failure by either party to enforce at any time any term or condition under this Contract will not be considered a waiver of that party's right thereafter to enforce each and every term and condition of this Contract.

13.5 Neither party will be responsible for delays resulting from circumstances beyond the reasonable control of such party, provided that the nonperforming party uses reasonable efforts to avoid or remove such causes of nonperformance and continues performance hereunder with reasonable dispatch whenever such causes are removed.

13.6 This Contract (i) constitute the entire Contract and understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements or contracts, oral and written, made with respect to the subject matter hereof, and (ii) cannot be altered except by Contract in writing executed by an authorised representative of each party. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Contract. No purchase order and/or standard terms of purchase provided by you shall supersede this Contract.

13.7 Nothing in this Contract shall give, directly or indirectly, any third party any enforceable benefit or any right of action against Oceanusk and such third parties shall not be entitled to enforce any term of this Contract against Oceanusk.

13.8 If you have any questions regarding this Contract or if you wish to discuss the terms and conditions contained herein please contact Oceanusk Limited using the contact details at the Website or at Flotilla House, Battersea Reach, Juniper Drive, London SW18 1FX.

14. CONFIDENTIALITY

14.1 Each party (the "Receiving Party") shall keep confidential the provisions of this Contract and all information and documentation disclosed by the other party (the "Disclosing Party"), before or after the date of this Contract, to the Receiving Party or of which the Receiving Party becomes aware, which in each case relates to any software, operations, products, processes, dealings, trade secrets or the business of the Disclosing Party (including without limitation all associated software, specifications, designs and graphics) or which is identified by the Disclosing Party as confidential (the "Confidential Information") and will not use any Confidential Information for any purpose other than the performance of its obligations under this Contract. The Receiving Party shall not disclose Confidential Information to any third party without the prior written consent of the Disclosing Party. This clause 14.1 shall survive termination of this Contract for whatever cause.

14.2 During the term of this Contract the Receiving Party may disclose the Confidential Information to its employees and sub-contractors (any such person being referred to in this clause 14.2 as the "Recipient") to the extent that it is reasonably necessary for the purposes of this Contract. The Receiving Party shall procure that each Recipient is made aware of and complies with all the Receiving Party's obligations of confidentiality under this Contract as if the Recipient was a party to this Contract.

14.3 The obligations contained in Clauses 14.1 and 14.2 shall not apply to any Confidential Information which is:

14.3.1 at the date of this Contract already in, or at any time after the date of this Contract comes into, the public domain other than through breach of this Contract by the Receiving Party or any Recipient;

14.3.2 furnished to the Receiving Party or any Recipient without restriction by a third party having a bona fide right to do so; or

14.3.3 required to be disclosed by the Receiving Party by law or regulatory requirements of any stock exchange, provided that the Receiving Party shall give the Disclosing Party as much notice as reasonably practicable of the requirement for such disclosure.

14.4 All tangible forms of Confidential Information, including, without limitation, all summaries, copies, excerpts of any Confidential Information whether prepared by the Disclosing Party or not, shall be the sole property of the Disclosing Party, and shall be immediately delivered by the Receiving Party to the Disclosing Party upon the Disclosing Party's request or the termination of this Contract (whichever is earlier). The Receiving Party shall not copy, reproduce, publish or distribute in whole or in part any Confidential Information without the prior written consent of the Disclosing Party.

15. ANTI-BRIBERY

15.1 Both Parties shall (i) comply with the Bribery Act 2010 (the "Bribery Act"); and (ii) have and maintain throughout the term of this Contract its own policies and procedures, including adequate procedures to ensure compliance with the Bribery Act. For the purpose of this clause 15.1, the meaning of adequate procedures shall be determined in accordance with section 7(2) of the Bribery Act (and any guidance issued under section 9 of the Bribery Act).

15.2 Breach of any of the provisions in this clause is a material breach of this Contract and, without prejudice to any other right, relief or remedy, entitles the non-breaching party to terminate this Contract immediately.

16. GOVERNING LAW AND JURISDICTION

This contract shall be governed by and construed in accordance with England and Wales Law and the parties irrevocably submit to the jurisdiction of the UK Courts in London.

EXECUTED as a CONTRACT on this _____ day of _____ (Month/Year)

For and On Behalf of Oceanusk Ltd	For and On Behalf of [_____]
Signature	Signature
Name	Name
Position	Position
Date	Date

Company Stamp

Company Stamp

17. CHECKLIST

IN ORDER FOR OCEANDUSK LTD TO BE ABLE TO PROCESS THE AGREEMENT, THE BELOW CHECKLIST MUST BE COMPLETED:

- Completed the 'Order Form' section 2 on this contract
- Completed the 'Contact' section on this contract
- Completed the Credit Application Form
- Formal letter requesting for credit with required credit amount (eg GBP 10,000) for all Oceandusk products – UK, Europe, USA and UAE – signed by authorised signatory as per commercial registration (refer to draft letter supplied)
- Attached a copy of the Commercial Registration
- Attached passport copies of signatory