{To be executed on Rs. 200/ Stamp Paper by Sole Proprietor/Managing Partner of a Registered Firm}

**TRAVEL SERVICE AGREEMENT.**

**STRICTLY CONFIDENTIAL.**

This Agreement is made and entered into as of \_\_\_\_\_\_\_\_\_\_\_\_\_ (Two thousand \_\_\_\_\_\_\_\_) between:

**(Unique Travels and Tours /Company name ),** duly established and registered in Pakistan and having its registered office at 9-A First Floor Grand Hotel davis Road Lahore, Pakistan sign the agreement, as **‘The Company”** of the one part and

**M/S: ………………………………………,** duly established and registered in Pakistan and having its registered office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, holding Department of Tourist Services (DTS) license number # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ / IATA # ----------------(the **“ Agent”**) through its \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ having been authorized and empowered through a board resolution dated \_\_\_\_\_\_\_ to enter into and to sign the agreement, as “**Agent”** of the other part

The Company and the Agent each individually also referred to as a **“Party”** and jointly as **“Parties”.**

Whereas

The Company wishes to appoint the Agent and the Agent agrees to act as the Company’s Agent in selling the Company’s Products and Services to the public or its Users, and to abide by the credit terms of the “Company” with their free consent without internal and external pressure.

Now therefore, the “Parties” agree to be bound by the following Terms & Conditions:

**TERMS AND CONDITIONS**

|  |  |
| --- | --- |
| 1. **Max. Credit Term:** | FIVE DAYS (5) Days Credit Limmit. |
|  |  |
| 1. **Payment Deadline:** | BILLING PERIOD   |  |  | | --- | --- | | **BILLING PERIOD** | **CLEARNCE DATE** | | **01-05** | **06** | | **06-10** | **11** | | **11-15** | **16** | | **16-20** | **21** | | **21-25** | **26** | | **26-30** | **01 of next month** | |
| 1. **Service Charges:** | As per Company Policy (Can be changed from time to time). |
| 1. **Credit Limit:** | On the behalf of Insurance Bound Or Bank Guarantee. |
| 1. **Contract Period:** | Valid for one year from date mentioned hereunder, in accordance with the Terms and Conditions of this agreement. |
| 1. **General Terms and Conditions:** | The Company and the AGENT Agree to comply with the Terms & Conditions given below (Which have been initiated by the parties for purpose of identification). |

**GENERAL TERMS AND CONDITIONS**

1. **PAYMENT:**
   1. Invoices will be issued in the name of AGENT to whom tickets / services have been rendered / provided. All invoices are payable within the credit term advised to AGENT (Clause1 and 2).
   2. If any invoice or invoices remain unpaid beyond the stipulated credit terms, the Company may take necessary action for the recovery of unpaid amounts.
   3. If in two days from receipt of the statement/invoice/debit or credit note the Agent’s authorized person /persons either there is confirmation /queries or no reply from the Agent’s authorized staff, the statement will be considered as true and binding on both parties.
2. **SUPPLIER:**
   1. It is understood and agreed that The Company only acts as an agent for the supplier providing transportation or other services covered by this agreement. All coupons, receipt, ticket and other documents are issued subject to the terms and conditions specified by the supplier. By using the services of the supplier, AGENT agrees that neither the Company nor any of its affiliated companies shall be liable for any losses made by AGENT in pursuant to this agreement, in connection with any transportation, accommodation or any other services or resulting directly or indirectly from any occurrences or conditions beyond the Company’s control including (without Limitation) defects in vehicles, breakdown in equipment, strikes, thefts, delay or cancellation of and / or change in itinerary.
   2. In case of Visas, the Company will not be responsible for any delay/refusals by embassies/ immigration authorities and will not be liable to refund visa fees or visa processing charges.
3. **REFUND PROCEDURES:**

The Company will, at the request of the AGENT make every reasonable effort to obtain refunds from the suppliers for totally or partly unused travel documents. Refund will only be credited to the Agent’s account after meeting the following conditions:

**9.1** The original PNR to be submitted to the Company.

**9.2** All conditions for processing the refund have been fulfilled in accordance with supplier’s policy.

**9.3**The Company has received a refund from the supplier.

**9.4** In all cases where the AGENT has made or intends to make a refund claim, **the total value of the travel document must first be paid to the Company along with refund charges.**

1. **WEB BASED SUPPLIERS:**

The Agent shall pay the amount in advance, and the Company will issue the travel document once amount is received (in cash) or credited in its bank account.

1. **ASSIGNMENT:**

It is hereby understood and agreed that neither party may assign or transfer agreement without the express written permission of the other party. In case it is agreed to transfer the Agreement, a similar new agreement will be drawn up with the assigned party after due diligence and closure of the existing agreement.

1. **TERMINATION OF CREDIT FACILITY:**
   1. The Company reserves the right to review the authorized credit limit based on overall performance of the agent (credit & business efficiency) and may curtail, reduce, increase or, terminate the credit facility and the said limit at its sole discretion for any reason whatsoever.
   2. The decision of the Company about revision/withdrawal of credit limit of the Agent will be final and shall not be challengeable in any court of law in or outside of Pakistan.
   3. If the Agent intends to terminate the agreement with the Company, it will pay all the dues payable to the Company including any ADM/Penalty imposed by any supplier related to the Agent, before any documents tendered to the Company by the agent at the time of entering into the agreement are returned.
   4. Further, the Agent undertakes to pay any ADMs / Penalties pertaining to his purchases from the company, discovered or received from airlines or suppliers after termination of this agreement for any reason whatsoever.
2. **DISPUTES:**
   1. The Company shall communicate a statement of account to the Agent Any Time either at their official address or at a designated email ID
   2. The agent will have the right to notify any difference in amount payable by him in the statement of account, within two days of communication of the said statement of account to him.
   3. If the agent does not notify in writing regarding any difference in balance payable by him, the balance as shown in statement of accounts will be considered as final and, shall not be challengeable in any court of law in or out of Pakistan.
3. **NOTICES:**

Notices under this agreement shall be given in writing to THE AGENT or THE COMPANY at the address and to the person indicated in this agreement and shall be deemed received when counter-signed on a copy or, if sent by electronic mail, by return acknowledgement.

1. **GOVERNING LAW :**

**15.1**This agreement shall be governed by and construed and interpreted in accordance with the laws of Pakistan without reference to Principles of conflict of laws.

**15.2** This agreement is made and signed off in Lahore at the Corporate HO of the Company, based in Lahore, therefore, any conflict between the parties shall only be filed in any court of law in the jurisdiction of territory (LAHORE).

1. **Other Issues/Changes:**

**16.1** The AGENT will ensure that any changes affecting professional delivery of travel services are notified to the Company. These include, but are not limited to:

* Profile information of the AGENT
* Changes in Bank account or authorized signatories
* Changes in official address or designated email ID
* Changes in ownership/directors
  1. The Agent will notify the Company in writing with reference to any of the above changes. In case of non-compliance of this clause by Agent, the Company will consider the existing information as valid for all purposes.
  2. The Company will ensure the following:
* Any changes of signatories are notified to the Agent as per the agreement between both the parties.

1. **Accuracy of Information Provided**
   1. The agent undertakes, represents, and warrants the accuracy & completeness of all personal & financial information provided, which shall always be a condition of the credit agreement. Any inaccuracy in the information provided shall constitute a material breach of this contract.

That on this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ at Lahore, both the parties after going through the contents of this agreement signed and thumb marked the agreement with their free consent and will without internal and external pressure, in the presence of marginal witness, who will also sign and thumb of this agreement.

This agreement will also be binding on the legal heirs of both the parties in case of demise of any of the parties.

Signed by duly authorized person for and on behalf of Signed by duly authorized person for and on behalf of

**(The Company)**  **(The Agent)**

Signature and official stamp Signature and official stamp

Name: **UMAIR MUHSTAQ** Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Designation: **CEO**  Executive: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dated: \_\_\_\_\_\_\_\_\_ Dated: \_\_\_\_\_\_\_\_\_\_\_\_

WITNESSES: WITNESSES:

1. **IBRAHIM ISHQ**  1.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name and CNIC number

1. **IDREES NADEEM**  2: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name and CNIC number