

COMMERCIAL AGREEMENT FOR THE TRANSPORT OF GROUPS ON NATIONAL AND INTERNATIONAL FLIGHTS, IATA AGENCIES

Between Name: _____ IATA number: _____
 Address: _____

I. At the request of the above mentioned agency, Binter Canarias reserves the seats, flights, dates and destinations for the group (CRG) NT/ detailed below.

FLIGHT No	DATE	JOURNEY	LOCALISER	No PAX	PRICE
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- II. The total price of the reserved seats is _____ EUR. This tariff does not include taxes or discounts. The tariff resulting from applying the discount the tariff resulting from applying the discount is commissionable at the rate current at the time of issue. Binter Canarias will maintain the agreed price if at least 80% of the reserved seats are filled and the total number of seats is not less than 10.
- III. To guarantee the execution of the reserved group, the agency specifically accepts and authorises Binter Canarias so that the amounts that may be due, arising from the obligations assumed in the stipulations of this contract, can be paid by direct invoicing between both parties.
- IV. Given that during the life of the group the initial conditions described in point I may be modified, this contract will apply to all the localisers covered by the same CRG (Group Recognition Code) in the situation at the date of the group' s departure.

STIPULATIONS

1. Cancelled seats will be penalised according to the percentage detailed below. The value of the penalty varies according to the number of days between the date of cancellation and the date of the group's departure and is determined by applying the following percentages to the agreed price:

- Between 60 and 41 days (groups national) between 90 and 41 days (groups international) penalty of 150 EUR per group**
- Between 40 and 31 days if it exceeds 20% of seats to be cancelled 15%**
- Between 30 y 21 days if it exceeds 20% of seats to be cancelled 25%**
- Between 20 days and the date of the flight or no-show 100%**

Changes (with the authorisation of the Groups Department)

Names: allowed up to 72 hours before the flight's departure with a penalty of 50 EUR on the original ticket issued.
Date/flight/route: subject to availability and quote. The Groups Department will inform the price in each case.

- 2. Additional seats that may be required by the group and that can be reserved by Binter Canarias will be subject to a new quote if the situation of the flight requires it.
- 3. Tickets will be issued at least 7 (seven) days before the group' s departure. The tickets issued will be non-refundable and non-endorable. Re-issues will be made only with the specific authorisation of Binter Canarias.
- 4. Failure to provide the names or failure to issue the tickets, partially or in their entirety on the above-mentioned dates, could lead to the cancellation of the seats that do not comply with the stipulations, applying the relevant penalty according to the scale given in the first stipulation.
- 5. This contract must be signed and sent to Binter Canarias by the agency before the third day immediately following receipt of the confirmation message. It will be in force from the date of signature by both parties, it will be applicable only to the effect of the seats indicated above, the dates and number of flights provided are subject to changes in the schedule that Binter Canarias is obliged to make for justified reasons, offering in any case alternative transport and in case of discrepancy the intervening parties submit to Spanish jurisdiction.
- 6. Both parties will process the personal data collected by reason of this contract independently and for the purposes for which each of them is required under current legislation. Accordingly, both parties will be considered as independent Data Controllers, in accordance with the terms in Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, being subject to the principles and obligations that correspond to it by virtue of that status, having to adopt the appropriate legal, technical and organisational measures to ensure the confidentiality, integrity and availability of the data processed as well as respect for the rights of the data subjects.

The personal data (identification, professional and contact data) of those involved in this contract or third parties related to its execution will be processed for the sole purpose of attending to the development of the contractual relationship, as well as the fulfilment of the obligations arising from it. Interested parties may exercise their data protection rights through the channels identified by each data controller in their respective Web privacy policies. In the event of breach by any of the parties of their obligations derived from the applicable legislation on personal data protection as well as of the obligations established in this clause, the breaching party will be liable for any damage and/or prejudice that may arise for the other party and/or third parties.

Signature: For the agency

Name:

Date: