scoot

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### APPLICATION FORM I BSP REGISTERED TRAVEL AGENT

Dear Travel Partners,

Thank you for taking an interest in Scoot Tigerair Pte Ltd.

We are an airline for the young, the young-at-heart and the value-seeking. People who remember that travel is all about spontaneous discovery, connections and fresh experiences. Simply put, people with Scootitude. We started out from a humble fleet of just 3 Boeing 777-200 aircraft, and are now a proud family of more than 40 aircraft, consisting of Boeing 787 Dreamliners and Airbus 320 family aircraft, with more on the way! Scoot's network presently encompasses 66 destinations across 18 countries and territories.

Check us out at <u>www.flyscoot.com</u> and <u>www.facebook.com/flyscoot</u>.

For application to be a Scoot's BSP registered travel agent, please complete the attached application form and submit the duly signed form with the required documents by email to <u>sales@flyscoot.com</u>, or by post to following address:

Scoot Pte Ltd 65 Airport Boulevard Changi Airport Terminal 3, #B1-17 Singapore 819663 Attention: Sales Operation Team

For all sales related enquiry, please contact our Sales Team, for assistance as per email stated above.

Required documents for application

- 1. Application Form
- 2. Copy of latest IATA BSP certificate
- 3. Copy of Business Registration Certificate
- 4. Copy of STB License (Singapore agents only)



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1	Particulars			
i	Name of Agency:	BSP country:		
ii	IATA Agency Code (mandatory):	Date of Approval:		
iii	Registered Office:			
iv	Business Address (if different from above):			
v	Mailing Address (if different from above):			
vi	Telephone Number: ( <i>Country code – Area code – telephone</i> )	Fax Number:		
vii	Email Address:			
viii	Branch / Overseas Offices: (Please provide the name and address. Please attach a separate sheet if need be)			
ix	Type of Company:			
	Sole Proprietor Private Company Partnership Public Company			
x	Indicate whether your agency is also acting as General Sales Agent for other airline(s) and name this airline(s).			
	Yes         No         Airline(s) :			
xi	Indicate whether your agency has provided a Bank Guarantee amount to IATA			
	No Yes, please state Currency & Amount:			
xii	Indicate the GDS which your agency is participating in.			
	Amadeus Infini Sabre			
	Galileo Travelport Others			



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2	Declaration				
	I,(Name), on behalf of(Name of Travel Ag declare that the information supplied above are correct to the best of my knowledge. I understand the application will be rejected if any information is withheld or falsified.				
	I agree to the appended Scoot's Terms & Conditions to register as a BSP registered travel agent for Scoot Pte Ltd.				
	Signature:	Date:			
	Designation:	Company's Stamp:			

3	For Scoot's Commercial Use only					
i	Application is:       Accepted     Not accepted					
ii	Proposed Ticket capping limit: GDS + Quantity					
	GDS	Ticket Limit	GDS		Ticket Limit	
	Amadeus		Travelport			
	Galileo		Sabre			
	Infini		Others			
iii						
	Recommended by	Processed by		Approved by		
	Signature:	Signature:		Signature:		
	Name:	Name:		Name: Calvin Ch	an	
	Designation:	Designation:		Designation: CCC	)	
	Date:	Date:		Date:		



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4	For Scoot's Official Use Only			
i	<ol> <li>Document checklist:</li> <li>Application Form</li> <li>Copy of latest IATA BSP certificate</li> <li>Copy of Business Registration Certificate</li> <li>Copy of STB License</li> </ol>	Y /N / NA Y /N / NA Y /N / NA Y /N / NA	Date: By:	
ii	Finance - Bank Guarantee collected?	Yes	Not applicable	
ij	Finance - Updated in BSPlink?	Yes	Date: By:	
iv	Finance - Updated Ticket Cap in GDS?	🗌 Yes	Date: By:	
v	NewSkies Admin - Created Org code in Navitaire?	🗌 Yes	Date: By:	



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### APPLICATION FORM I BSP REGISTERED TRAVEL AGENT

#### Terms & Conditions

#### A. GENERAL

- 1. By registering with Scoot as a Sky Agent or BSP registered travel agent, use of any Scoot's booking facilities and/or the payment to Scoot for any services provided by Scoot, the Agent is deemed to have accepted the terms & conditions contained herein.
- 2. For BSP registered travel agents, the terms and conditions of participation in the Billing Settlement Plan ("BSP") of the International Air Transportation Association ("IATA") shall apply to remittances, the issue of accountable documents and completion of sales reports.

#### B. AGENT'S OBLIGATIONS

- 3. The Agent must comply with and ensure its officers, employees, agents and contractors, comply with:
  - i. all applicable laws, regulations and guidelines relating to or connected in any way to the provision of travel services applicable in the jurisdiction where the Agent carries on business including without limitation relating to privacy, trade practices, and fair trading.; and
  - ii. any instructions or directions issued by Scoot relating to or connected in any way to the use of the applicable global distribution system ("GDS"), the provision of travel services by Scoot or the Agent's obligations under these terms and conditions.
- 4. The Agent must provide each passenger booking flights with the relevant terms and conditions ("Booking Terms") for the booking as issued by Scoot from time to time before making any booking or as soon as practicable after making the booking, and at any time a passenger changes or cancels their flight. The Booking Terms include but are not limited to:
  - i. Scoot's current Conditions of Carriage;
  - ii. any particular condition relating to the class of fare (including details of Special Service Request ("SSR") fees)
  - iii. any restrictions, penalties or cancellation provisions; or
  - iv. any policies related to the booking (including our medical clearance guidelines, baggage policy or check in policy).

Scoot reserves the right to amend the Booking Terms at any time without notice. The Agent acknowledges and agrees that it is the Agent's responsibility to ensure that the latest version of the Booking Terms is presented to the passenger during the booking process.

- 5. The Agent must use best endeavours to obtain accurate contact details from the passenger booking flights. If the Agent does not provide Scoot with the passenger's contact details, Scoot will notify the Agent of any changes or cancellations to the passenger's scheduled flights, and the Agent must pass details of those changes or cancellations on to the passenger.
- 6. Where Scoot provides a refund to a customer, the Agent acknowledges and agrees that Scoot may provide such refund through the Agent. In this respect, the Agent further acknowledges and agrees that:
  - i. Upon receiving the refund from Scoot, the Agent shall in good faith provide such refund, or procure that such refund is provided by the appropriate third party (if applicable), to the customer as soon as possible and in any event no later than thirty (30) business days from the date of the Agent's receipt of the refund from Scoot or within the timeframe prescribed by applicable law, whichever is earlier. For the avoidance of doubt, the Agent shall be responsible for ensuring that any customer whose booking was made through the Agent receives his/her refund, regardless of whether there is any third party intermediary between the Agent and the customer.
  - ii. If the customer is not refunded in a timely manner in accordance with Clause 6i, Scoot reserves the right to suspend and/or terminate the Agent's access to the booking facilities immediately. Scoot shall have no liability to the Agent for any loss or damage arising out of the suspension and/or termination of the Agent's access to the booking facilities and/or GDS.
  - iii. If the customer is not refunded in a timely manner in accordance with Clause 6i, and the customer or anyone on his/her behalf requests the refund directly from Scoot, Scoot may in its sole and absolute discretion provide a refund directly to the customer.
  - iv. If Scoot provides a refund directly to the customer, the Agent agrees to reimburse Scoot the amount refunded to the customer. Without prejudice to any other rights or remedies available to Scoot under these terms and conditions or under applicable law, Scoot is authorised, without the need for notice to the Agent, to set off such reimbursable amounts against any monies or payments owed by Scoot to the Agent (if applicable), if the Agent does not reimburse Scoot in accordance with this Clause 6iv.

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v. The Agent will hold harmless and indemnify Scoot from and against all claims, damages, losses, expenses, costs, disbursements and other liabilities of whatsoever nature made against or incurred by Scoot, including any costs incurred due to fare difference, interest, legal costs and/or costs related to legal proceedings, arising from or in connection with Clause 6i to Clause 6iv herein.

#### C. USE OF PERSONAL INFORMATION AND CONFIDENTIAL INFORMATION

- 7. The Agent acknowledges that it does not acquire any ownership of any personal information entered in a GDS.
- 8. The Agent must provide a copy of Scoot's Privacy Statement to each passenger before, when, or if that is not practicable as soon as practicable after, collecting personal information about an individual in connection with a product or service supplied by Scoot.
- 9. Each of Scoot and the Agent shall, in its collection, processing, disclosure or other use ("Use") of any information and data which can be related to an identifiable individual ("Data"), for any purpose arising out of or in connection with these Terms and Conditions, adhere to the requirements of all applicable laws or legal requirements, including but not limited to all that relate to data protection, and privacy ("Privacy Laws").
- 10. Without prejudice to the generality of the foregoing, each of Scoot and the Agent shall, where required and in the manner required by Privacy Laws: (a) use Data only for purposes arising out of or in relation to these Terms and Conditions, and only after notifying or obtaining the consent of the individual to whom the Data relates ("Subject Individual"); (b) provide Subject Individuals with access to their Data and the ability to correct such Data upon request; (c) use reasonable efforts to ensure the accuracy of Data;(d) institute reasonable security arrangements to protect the Data; (e) securely destroy the Data where it is no longer required; and (f) transfer Data only as prescribed by Privacy Laws.
- 11. In respect of any Data provided to either Scoot or the Registered Sky Agent (the "Data Receiving Party") by the other (the "Data Disclosing Party"), the Data Receiving Party will do or procure the doing of all such acts and execute or procure the execution of all such documents as the Data Disclosing Party may consider necessary or desirable for compliance with any applicable laws or legal requirements, including but not limited to all that relate to data protection, and privacy. Both Scoot and the Agent agree to promptly execute supplemental data processing agreement(s) or take other appropriate steps to address cross-border transfer requirements, including but not limited to the European Commission Standard Contractual Clauses for the Transfer of Personal Data to Controllers Established in Third Countries (2004/915/EC), if parties agree that such steps are necessary to address applicable data protection or privacy laws.
- 12. Notwithstanding the termination of the relationship between the Agent and Scoot, the Data Receiving Party shall be liable for and keep the Data Disclosing Party fully indemnified against all damage, losses, costs, legal fees (solicitor-client basis), penalties and proceedings, including any penalties or other amounts levied, imposed or charged by any regulator or regulatory authority, arising out of or in connection with an act or omission of Data Receiving Party or any of its officers, employees, advisors, agents and representatives, in relation to this Clause.
- 13. The Agent must not disclose any Confidential Information of Scoot to any person unless:
  - i. required by law to do so;
  - ii. the Agent has received prior written consent from Scoot for the disclosure; or
  - iii. the Agent has acquired the information independently without breaching any obligation of confidentiality to Scoot.

Confidential Information is all information disclosed (whether orally or in writing or in any other form) by Scoot to the Agent which is identified as being confidential or which the Agent knows or reasonably ought to know is confidential and all information belonging to Scoot or provided by Scoot to the Agent including all data, information and computer programs provided by or derived from third parties whether concerning flight schedules, customers, suppliers, operational data, billing information or otherwise, and personal data (of passengers or otherwise), as well as all compilations or databases containing such data and information.

- 14. The provisions under this Part C shall survive the termination of any relationship between the Agent and Scoot and endure without limit in point of time.
- 15. In respect of any Data or Confidential Information provided by Scoot to the Agent, the Agent shall return or destroy the Data or Confidential Information forthwith upon being required by Scoot or immediately without request upon the termination of the relationship between Scoot and the Agent.

#### D. ANTI-BRIBERY AND CORRUPTION

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- 16. The Agent hereby represents and warrants that it is in compliance with all laws of those countries in which it operates, including all anti-corruption and anti-bribery laws, and will remain in compliance with all such laws during the term of for which it is a BSP registered travel agent.
- 17. The Agent further represents and warrants that it has not made, authorized or offered to make payments, gifts or other transfers of value, directly or indirectly, to any government official or private person in order to:
  - i. improperly influence any act, decision or failure to act by that official or person;
  - ii. improperly induce that official or person to use his or her influence with a government or business entity to affect any act or decision by such government or entity; or
  - iii. secure any improper advantage.
- 18. The Agent agrees that should it learn or have reason to know of any payment, gift or other transfer of value, directly or indirectly, to any government official or private person that would violate any anti-corruption or anti-bribery law, it shall immediately disclose such activity to Scoot. If, after consultation by the Agent and Scoot, any concern cannot be resolved in the good faith and reasonable judgment of Scoot then Scoot, on written notice to the Agent, may withdraw from or terminate the Agent's rights.

#### E. LIABILITY AND INDEMNITY

The Agent indemnifies and holds harmless Scoot, its officers, agents, and employees (collectively known as "Scoot"), from:
 (i) all responsibility and liability for any injury, damage, expense or loss to any person or property caused by or arising from any violation of these terms and conditions or any negligent act, omission, wilful misconduct, or misrepresentation of the Agent, its officers, agents, and employees (collectively known as the "Agent"); and/or

(ii) any damage, expense or loss incurred for any reason whatsoever in connection with the sale or issue of tickets, exchange vouchers/orders, forms, documents or other materials furnished by Scoot to the Agent, or tickets, exchange vouchers/orders, forms, documents or other materials issued by the Agent on the authority of Scoot, or the proceeds thereof, whether or not such proceeds have been deposited in a bank, and whether or not such loss is occasioned by the default or insolvency of either a purchaser of such forms or documents or of a bank in which the Agent may have deposited such proceeds, and notwithstanding the fact that, under the terms of this Agreement, such proceeds are the property of Scoot and held in trust by the Agent.

#### F. MISCELLANEOUS

- 20. Nothing in these terms and conditions give rise to any relationship of joint venture, partnership or employer and employee between Scoot and the Agent. Scoot is not obliged to accept any application for registration to be a Sky Agent or BSP Registered Agent and submission of an application is not deemed to be a successful registration. It will be at the sole discretion of Scoot to accept or deny any request for registration.
- 21. The carriage of passengers, baggage and cargo by air is subject to Scoot's Conditions of Carriage. A copy of Scoot's Conditions of Carriage is available on Scoot's web site; <u>www.flyscoot.com</u>
- 22. Scoot will not be responsible for any delay or failure in performance resulting from anything outside its reasonable control, including without limitation delays or failures caused by third parties.
- 23. Scoot reserves the right to terminate these terms and conditions and/or the Agent's BSP registered travel agent status and/or Sky Agent status and/or the relationship with the Agent at any time upon 30 days' written notice to the Agent.
- 24. Scoot reserves the right to terminate the Agent's BSP registered travel agent status and /or Sky Agent status and/or the relationship with the Agent without notice where:
  - i. the Agent breaches any of these terms and conditions or any directions by Scoot relating to the use of a GDS to book Scoot flights;
  - ii. default, insolvency, bankruptcy, or administration has occurred;
  - iii. the Agent's account is inactive / not utilised for an extended period;
  - iv. If Scoot believes the particulars provided in the application are not true and correct, or cannot be prudently relied on;
  - v. the Agent has ceased to carry on business; or
  - vi. Scoot believes that fraudulent transactions have been made by the Agent whether intentionally or unintentionally.
- 25. These terms & conditions are governed by and construed according to the laws of Singapore and each party submits to the nonexclusive jurisdiction of the courts of Singapore.

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