

BritAgent Terms and Conditions

1. DEFINITIONS

For the purposes of the BritAgent Terms and Conditions, the following terms will have the following meanings:

Term	Meaning
BritAgent Module	A discrete element within the BritAgent Programme, consisting of self-learning and assessment.
BritAgent International	A global version of the BritAgent Programme, delivered in English and designed for use by Travel Industry Professionals where an appropriate Market version is not available.
BritAgent Programme	A programme of self-learning and assessment, designed by VisitBritain to enable Travel Industry Professionals to increase their knowledge of, and ability to sell, travel to and within Britain.
Intellectual Property	Any patent, copyright, design(whether registered or unregistered), trademark, know-how, database rights or other intellectual property rights subsisting in respect of the material supplied by VisitBritain, and applications for any of the foregoing.
Market	A territory (typically a country) where VisitBritain offers a tailored version of the BritAgent Programme.
Pass Rate	The minimum score within the assessment of each BritAgent Module, as determined by VisitBritain.
Qualified BritAgent	A Travel Industry Professional who has successfully completed the BritAgent Programme by studying the BritAgent Modules and achieving the Pass Rate at the end of each of the required number of BritAgent Modules available in the Travel Industry Professional's Market, or within each BritAgent Module of BritAgent International in locations where there is no local Market version.
Qualification Term	The period of time for which the Travel Industry Professional can retain the status of Qualified BritAgent.
Travel Industry Company	A bona fide organisation that provides travel goods and services and is recognised as doing as such by VisitBritain.
Travel Industry Professional	An individual employee of a Travel Industry Company who is participating in the BritAgent programme.
VisitBritain	The National Tourism Agency for Britain, incorporated as the British Tourist Authority under the Development of Tourism Act 1969, its global network of offices and its principal office at 1 Palace Street, London, SW1E 5HX, United Kingdom.
You/Your	The Travel Industry Professional and the Qualified BritAgent jointly and severally.

2. INTERPRETATION

For the purposes of this Agreement the following interpretations apply:

- The defined terms in this Agreement shall have the meanings assigned to them in clause 1.
- The singular includes the plural and vice versa.

- The headings in this Agreement are for convenience only and shall not affect its interpretation.

3. REGISTRATION

On completion of registration (which shall be undertaken electronically by way of the VisitBritain's BritAgent website, www.britagent.com), VisitBritain shall provide the Travel Industry Professional with electronic access to training materials.

On successful completion of a specified number of BritAgent Modules, the Travel Industry Professional will be awarded non-exclusive Qualified BritAgent status for the Qualification Term as determined by VisitBritain. Typically, the Qualification Term will relate to the end of a calendar year, but may relate to a period of more than 12 months (e.g. 'Valid until 31 December 2012' on a certificate issued during 2011). On expiry of the Qualification Term, or prior to this, the Qualified BritAgent can apply for a further Qualification Term by successfully completing additional BritAgent Module(s).

The award of Qualified BritAgent status to a Travel Industry Professional shall entitle the Travel Industry Company as the employer of the Travel Industry Professional to advertise itself as having the services of a Qualified BritAgent whilst the Travel Industry Professional remains in the employ of the Travel Industry Company in accordance with this Agreement.

4. BRITAGENT MODULES

The Travel Industry Professional will access BritAgent Modules via the VisitBritain BritAgent website. The Travel Industry Professional will access the version of the BritAgent Modules that have been developed for the Market where the Travel Industry Company operates.

The number of BritAgent Modules and content of BritAgent Modules will vary from Market to Market, as determined by VisitBritain.

If a Travel Industry Company operates in a country / territory where there is no Market version of the BritAgent Programme, the Travel Industry Professional will access the BritAgent International programme.

5. WITHDRAWAL OF QUALIFIED BRITAGENT STATUS

VisitBritain shall be entitled to withdraw Qualified BritAgent status immediately if: (a) either the Qualified BritAgent and/or the Travel Industry Company commit any breach of these Terms and Conditions and in the case of a breach capable of remedy fails to remedy the same within 30 days after the receipt of a written notice from VisitBritain giving full particulars of the breach and requiring it to be remedied; or (b) the performance or service provided by the Qualified BritAgent is not adequate in the reasonable opinion of VisitBritain. If the Qualified BritAgent's status is withdrawn at any time for whatever reason the Travel Industry Company shall lose the right to hold itself out as having the services of a Qualified BritAgent and to advertise itself as such.

6. INTELLECTUAL PROPERTY

Nothing in these terms and conditions shall give the Travel Industry Company or the Qualified BritAgent any rights in respect of any Intellectual Property used by VisitBritain in relation to Qualified BritAgent status, and the Travel Industry Company and Qualified BritAgent hereby

acknowledge that except as expressly provided in these Terms and Conditions it shall not acquire any rights in respect thereof, and that all such rights are and remain vested in VisitBritain. The Travel Industry Company or Qualified BritAgent shall not use any trademarks or trade names so resembling those of VisitBritain as to be likely to cause confusion or deception.

7. INDEMNIFICATION

You agree that under no circumstances shall VisitBritain be liable for any of Your acts, omissions, debts, or other obligations, or those employees, agents, or representatives in connection with dealings which You may have with, or services You may provide to, any consumers referred by VisitBritain. You further agree to indemnify and hold VisitBritain harmless from and against any and all claims, lawsuits, or actions of any nature, and those costs of defending against such claims, lawsuits or actions (including attorneys' fees), arising directly or indirectly from, as a result of, or in connection with dealings which You, Your employees, agents, or representatives You may have with, or services which You, Your employees, agents, or representatives may provide to, any consumer referred by VisitBritain.

8. APPLICABLE LAW

This Agreement shall be governed by, and construed and take effect in accordance with, English Law, and the English Courts shall have exclusive jurisdiction to settle any claim or dispute which may arise out of or in connection with this Agreement.

9. LICENCE TO USE LOGO

VisitBritain is the owner of the BritAgent Programme name and logo ('the trademark'). In consideration of Your participation in the BritAgent Programme, VisitBritain grants You a non-exclusive license to use the trademark, for the duration of your membership of the BritAgent Programme, on the following conditions:

- (a) You shall ensure that reproductions of the trademark meet minimum quality and size requirements specified by VisitBritain from time to time;
- (b) You shall not allow or authorise others to use the trademark;
- (c) You shall not register or apply to register any trademarks, domain names, trading names or other names which include the trademark, or are substantially identical or deceptively similar to the trademark;
- (d) You shall not use the trademark in any way which is illegal or is likely to damage the trademark or the reputation of VisitBritain; and
- (e) You shall indemnify VisitBritain against any action, claim, cost, demand, cause of action, proceedings, loss or damage which VisitBritain may incur or become liable for as a result of Your use of the trademark.

This licence shall be automatically revoked in the event of the expiration or termination of this Agreement.

10. ENTIRE AGREEMENT

The Agreement shall constitute the entire agreement between You and VisitBritain regarding Your participation in the BritAgent Programme, and supersedes any prior agreements between You and the VisitBritain relating to the BritAgent Programme.

11. EFFECT OF UNENFORCEABLE PROVISION

In the event that any provision of this Agreement is held unenforceable, invalid, or contrary to public policy, the remainder of this Agreement will remain in full force and effect notwithstanding.

12. PRIVACY NOTICE

VisitBritain values your privacy. All personal information You provide to VisitBritain will be treated in accordance with the VisitBritain's Privacy Policy and these terms and conditions. By joining the BritAgent Programme, You consent to the following:

(a) Storage of Your personal information on databases owned or authorized by the VisitBritain;

(b) The disclosure of Your personal information to VisitBritain's industry partners, contractors or agents of the VisitBritain who assist VisitBritain to operate the BritAgent Programme after you have completed relevant BritAgent Programme modules; and

(c) VisitBritain and VisitBritain's industry partners using Your personal information to send you offers and information for Qualified BritAgents after you have completed relevant BritAgent Programme modules.