

## BIG RED GROUP MASTER SERVICES AGREEMENT CHANGE NOTICE

This Change Notice to the Master Services Agreement is made effective 24th March 2021.

### I. ADDITION TO 1.1 DEFINITIONS AND INTERPRETATION

“Price Validity Period” means the period of time within which the Retail Price is honoured by the Supplier for the Voucher. In the event that the Supplier has increased the Retail Price after the initial Price Validity Period, the Voucher recipient has the option to pay the difference between the original Retail Price and the increased Retail Price at the time that the Booking is placed.

### II. SUPPLY AND SALE OF THE PRODUCT – CLAUSE 12.2 AND 12.3 ARE DELETED AND REPLACED WITH:

12.2 The Supplier must use all reasonable endeavours to ensure allotment of the Product shown on Big Red Group website/s is accurate, of parity to the Supplier’s own allotment, and preferably automatically using an API connection to a Channel Manager, or by updating the Big Red Group Supplier Portal(s).

12.3 Where automatic Booking (facilitated by API connection or Big Red Group Supplier Portal(s)) is not available, Big Red Group may contact the Supplier by email to make a Booking request. The Supplier will respond to (confirm) all Booking requests sent by Big Red Group within the following time frames:

- a) Where received by the Supplier during the course of a working day prior to 2:00 PM, then on that working day;
- b) (b) where received by the Supplier after 2:00 PM on a working day or on a weekend or public holiday, then by 2:00 PM on the next working day. During the Price Validity Period, the Supplier must reserve and honour all Bookings of Customers made available at the Retail Prices or Nett Rates no greater than those loaded in the Big Red Group Supplier Portal(s) or provided in writing to the Big Red Group, at the time when the initial purchase was made.

### III. CHANGES TO PRODUCT - CLAUSE 13.3 AND 13.4 ARE DELETED AND REPLACED WITH:

13.3 If the Customer who has made a Booking is entitled to cancel their Booking, due to a change or affectation in the Product, the Supplier must direct the Customer to the relevant Big Red Group Customer service team who will determine eligibility of the Customer to a refund or credit, and process accordingly.

### IV. PRODUCT PRICE – CLAUSE 17.2 AND 17.3 ARE DELETED AND REPLACED WITH:

17.2 All Retail Prices or Nett Rates and inclusions entered into the Big Red Group Supplier Portal(s) or provided in writing must be honoured during the Price Validity Period, irrespective of any Supplier price increase in respect of the Product. For the avoidance of doubt, during the Price Validity Period the Supplier will be paid in accordance with the Retail Price at the time that the voucher was purchased.

### V. FEES AND PAYMENT – CLAUSE 19.7 IS DELETED AND REPLACED WITH:

- a) 19.7 Bookings taking place in a calendar week (being Monday to Sunday) will be processed by electronic funds transfer on the following Thursday and will be subject to any adjustments made pursuant to clauses 13.3 and 5.1(d).

### VI. TERMINATION – CLAUSE 21.4 IS DELETED AND REPLACED WITH:

21.4 All Customer Bookings in the name of the Supplier as at the date of termination as confirmed in writing by Big Red Group are required to be fulfilled by the Supplier in the normal manner pursuant to this Agreement. The



Supplier agrees to honour all Vouchers issued by Big Red Group during the term of the agreement for the duration of the Voucher's Price Validity, noting that this obligation may survive the expiry or termination of this Agreement.