

Group Fare Agreement
Date of Contract: 23 March 2022
Agreement Number:

NAME Kelvin Taylor
ADDRESS
Email:
kelvin.taylor@showtimebasketball.com.au
PHONE: +61 0418+554+256
IATA :

Group Name:	Showtime Basketball Group	Total Seats:	50/Y
IATA Number:	To be ticketed by HA Groups HNL:	Record Locators:	
Quote Ref:			
Group Deposit Due Date:	06th April 2022	Deposit Amount Per: Y Seat: \$100 J Seat: \$500	Y-AUD\$100 per passenger J-AUD500 per passenger
Commitment Date:	22nd Aug 2022	Total Deposit Due:	AUD\$5000.00
Final Names / Payment Due Date:	05th Oct 2022	Utilization Requirement:	100% of economy block
First Departure Date:	19th Nov 2022		
Trvl Agent Iata/TIDS No		Chain Group:	

Deposit:

The total deposit is required by the **06th April 2022** to hold space as outlined on Attachment A. **Seats will be automatically released if deposit is not received in full as outlined above.** Form of payment of the deposit shall be paid by direct deposit only. Deposits are non-commissionable. Deposit less any penalties can be used towards the final payment subject to the conditions below.

Commitment Date:

Last day to reduce group space without penalty to the fare is: **22nd August 2022.**

Cancellation:

On or Prior to Commitment Date Deposit is non-refundable. For cancellations made on or prior to **22nd August 2022**, money paid as deposit will go towards the final payment **however** if 20% or more of the group is cancelled then the deposit for the cancelled numbers will be forfeited.

After Commitment Date – Failure to ticket and utilize at least **100%** of the seats blocked for all bookings after the **22nd August 2022** or cancellation of the entire group will result in the forfeiture of the deposit held as of **06th April 2022.**

Group Reductions: The contracted group rate will not be valid if minimum group size requirement of 10pax traveling together is not met.

Names and final payment:

Final names must be submitted via E-mail, fax, or mail by **05th Oct 2022.**

Seats with no names and/or ticket numbers assigned to them will be cancelled after this date.

Only tickets with "173" airline designator are valid. Tickets are non-endorsable and non-transferable.



Special Conditions:

This group fare agreement shall only be valid upon receipt by Hawaiian Airlines of signed agreement and full payment. This agreement applies only to group travel on Hawaiian Airlines.

Direct Groups: Any group that comes to us from a direct client, we must request a copy of their passports as well as provide information on the ESTA forms to ensure accuracy.
This will assist the Airport at check-in

**Attachment A
Group Fare Agreement**

Agreement Number: 173-0323-2022-AU

Group Name:	BC	Total Seats:	50/Y
IATA Number:	To be ticketed by HA Groups HNL	Record Locator:	

Penalties/Refunds:

Penalties/Refunds are subject to applicable Penalties/Rules at time of ticketing.

ITINERARY:

1.C/50-50BC/GROUP

HA 452 19NOV J*SYDHNL HK50 940P 1030A /E
HA 50 19NOV J HNLJFK*HK50 415P 655A 20NOV S /E
HA 85 07DEC W MCOHNL HK50 840A 235P /E
HA 451 08DEC Q HNLSYD HK50 1150A 745P 09DEC F /E
SYD.RES7G5S 1716/01MAR22

*ROE and Tax amounts, and therefore the total amount, may vary between the contract date, final payment and the date of final ticketing. Before sending final payment and ticketing, check with Reservations for the exact amount due.

Penalties / Refunds:

Penalties/Refunds are subject to applicable Penalties/Rules at time of ticketing.



Group Deviations:

For any deviations after contract has been issue there will be a fee of \$20 per person plus any fare / tax difference. Please note – No Deviations accepted after **05th Oct 2022** due to ticketing requirements. After ticketing completion – Deviations can be accepted at a cost of \$100 per person plus any fare / tax difference.

ENDORSEMENT BOX: “Valid on HA only / penalties apply for changes / non-transferable / ticket is non- refundable”

If the terms and conditions of this agreement as stated herein and on schedule I attached hereto meet with your approval, please indicate your concurrence by **signing** below and **initial** where indicated.

THIS AGREEMENT WILL NOT BECOME BINDING UNTIL SIGNED BY CONTRACTOR AND RETURNED TO HAWAIIAN AIRLINES, INC. WITH PAYMENT OF DEPOSIT OR PAYMENT IN FULL.

PLEASE **SIGN** AND RETURN **ENTIRE CONTRACT** BY **06th April 2022** TO:

Hawaiian Airlines, Inc.
Attn: Sydney Sales Office
Level 1 / 123 Clarence Street
Sydney, NSW 2000 Australia

Contractor:

Signature:

Title:

Address:

Date:

13 Apr 2022

Hawaiian Airlines, Inc.:

Signature:

Title:

Address:

Attn: Sydney Sales Office
Level 1 / 123 Clarence Street
Sydney, NSW 2000 Australia

Thank you for choosing Hawaiian Airlines. Please contact us if we can be of further assistance.

SCHEDULE I

GROUP FARE AGREEMENT - TERMS AND CONDITIONS

ARTICLE 1. GENERAL

This agreement constitutes the entire Agreement and understanding of the parties regarding the subject matter hereof, and as of the date of execution, supersedes all prior Agreements, whether written or oral, between the parties concerning the subject matter hereof. This Agreement may be modified or amended only by further written Agreement signed by the Contractor and Hawaiian Airlines.

ARTICLE 2. SCHEDULE CHANGES

Hawaiian Airlines shall follow standard industry procedure for schedule changes after ticketing. Schedule changes prior to ticketing will be accommodated on another Hawaiian Airlines flight. If alternate transportation on Hawaiian Airlines is not acceptable, deposit shall be refunded. Alternate transportation on other carriers is not permitted.

ARTICLE 3. TICKETING FOR GROUP FARES. ARC, BSP, IATA, HA APPOINTED AGENT TICKETING

When ticketing on ARC, BSP, or HA stock, the gross fare, taxes, ticket total, and the applicable fare basis code(s) must be recorded on the auditor's coupon. Payment must be remitted at Net Fares. Tickets must read "VALID ON HA ONLY/ PENALTIES APPLY/ NON-TRANSFERABLE".

ARTICLE 4. GROUP REVIEW

173-0323-2022-AU – **Showtime Basketball GROUP**



All group travel arrangements will be reviewed no later than 30 days after confirmation or 35 days prior to departure. Seating preferences are not guaranteed.

ARTICLE 5. RECORDS OF HAWAIIAN AIRLINES

In determining whether any requirement or performance level of this Agreement has been satisfied, Hawaiian Airlines shall base such determination upon the data and information in the records of Hawaiian Airlines, which data and information shall control. Upon written request, Hawaiian Airlines shall provide such data and information to the Contractor and if the Contractor records indicate contrary data and information, Contractor shall provide such written evidence to Hawaiian Airlines and the parties shall use their best efforts to reconcile the difference in data and information.

ARTICLE 6. CONFIDENTIALITY

Except in a proceeding to enforce the provisions of this Agreement, both parties, and their employees, officers, directors and agents shall not publicize or disclose to any third party any of the terms and conditions of this Agreement without prior written consent from the other party. If either party or any one of its employees, officers, directors or agents is served with a subpoena or other process requiring disclosure of this Agreement or any of its terms and conditions, then the person or entity receiving such a subpoena or other process, shall immediately notify the other of the same and permit the other a reasonable period of time (taking into account the terms of the subpoena or other process) to intervene and to protest disclosure or production.

ARTICLE 7. FORCE MAJEURE

Neither party shall be liable for failure to perform under this Agreement when such failure is caused by accidents, strikes, lockouts, or other labor disturbances or labor disputes of any character or similar cause beyond its reasonable control. Hawaiian Airline shall not be responsible for any delay, cancellation or prevention of the completion of any obligation on its part to be performed including, but not limited to, any flight covered by this Agreement, resulting from the seizure under local process, sanction, quarantine restriction, act of governmental authority, strike work stoppage, labor dispute (whether resulting from disputes between Hawaiian Airlines and its employees, or between other parties) war, or hazard incident to a state of war fire act of God or nature (including without limitation, floods, earthquakes, or weather conditions), or any other act, matter of thing, whether or not of a similar nature, beyond the control of Hawaiian Airlines. For the avoidance of doubt, nothing in this article shall limit Customer's rights as set forth under Hawaiian Airlines'contract of carriage.

ARTICLE 8. INDEMNIFICATION

Each party will indemnify and hold the other party harmless from any and all claims and liabilities of or to third parties that may arise from the negligent performance or nonperformance of its obligations under this agreement.

ARTICLE 9. GOVERNING LAW

The laws of the State of Hawaii shall govern this agreement and any dispute arising under or in connection with this Agreement including any action in tort.

ARTICLE 10. ASSIGNMENT AND MERGER

Customer shall not assign this Agreement or any other right or obligation hereunder without prior written consent of Hawaiian Airlines. In the event the Customer merges with, acquires or exercises control over any person or entity or is acquired or controlled by any other person or entity not owning or having a controlling interest in the Customer at the time of execution of this agreement, then Hawaiian Airlines at its sole option may immediately terminate this Agreement without any obligation or liability to the Customer. Customer shall advise Hawaiian Airlines in writing, of any changes of ownership to Customer.

ARTICLE 11. USE OF HAWAIIAN AIRLINES NAME AND/OR LOGO

Hawaiian Airlines grants Customer a non-exclusive, non-transferable, limited license to use Hawaiian's trademarks, service marks and trade names, but solely in connection with the terms and obligations of this Agreement. By executing this Agreement, Customer and/or its designee shall be required to execute the "Limited Use of Hawaiian Airlines Name and/or Logo" form ("Logo Use Form") attached hereto as Schedule III prior to Hawaiian providing Customer with Hawaiian Airlines logo. Failure of Customer to provide Hawaiian Airlines with the executed Logo Use Form shall be construed as a material breach of this Agreement. Customer shall provide Hawaiian Airlines with a list of any third party vendors who possess Hawaiian Airlines logo for reproduction as well as Logo Use Forms executed by such third parties.

Privacy Notice

For information on how Hawaiian Airlines handles your personal information, please visit <https://www.hawaiianairlines.com/aboutus/privacy>

This agreement shall be binding upon the parties hereto, their successors and assigns.

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